

TERTIARY

**Pricing Agreement Award
C249034 Calgon Carbon Corporation**

APPROVED by the Trustees and signed by the Chairman of the Oklahoma City Water Utilities Trust this 16TH day of JANUARY, 2023.

ATTEST:

OKLAHOMA CITY WATER UTILITIES TRUST

Amy K Simpson
SECRETARY



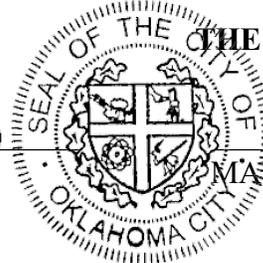
Joe Cook
CHAIRMAN

CONCURRED by the Council and signed by the Mayor of The City of Oklahoma City this 30TH day of JANUARY, 2024.

ATTEST:

THE CITY OF OKLAHOMA CITY

Amy K Simpson
CITY CLERK



David Holt
MAYOR

REVIEWED for form and legality.

Patrick Mann
Assistant Municipal Counselor

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Supplier: **Calgon Carbon Corporation**

**BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION
STATEMENT**

**BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS
DOCUMENT PRIOR TO SUBMITTING IN THE ELECTRONIC BID SYSTEM**

**Please be aware that typing in your password acts as your electronic signature, which is
just as legal and binding as an original signature.**

(See Electronic Signatures in Global and National Commerce Act for more information.)

**THIS DOCUMENT MUST BE ELECTRONICALLY SIGNED AND SUBMITTED WITH THE BID
OR THE BID WILL BE REJECTED**

INSTRUCTIONS: This document MUST be electronically signed and submitted with the bid for the bid to be valid. Failure to electronically sign the this document prior to submitting the electronic bid will result in rejection of your bid. This document constitutes your bid and will be the Pricing Agreement/Contract document under which you are to perform, should your bid be accepted, so it must be properly and completely executed. It is, therefore, essential that you are aware of its terms, as well as those contained in the specifications.

Submit this electronically signed document, along with all accompanying documents:

THIS PRICING AGREEMENT/CONTRACT is made and entered into, by and between **Calgon Carbon Corporation** hereinafter referred to as "Bidder" and The City of Oklahoma City, a municipal corporation, or a participating Public Trust of which The City of Oklahoma City is Beneficiary hereinafter referred to as the "Contracting Entity."

WITNESSETH:

WHEREAS, the governing body of the Contracting Entity has approved certain specifications and requested by notice that bids be submitted thereon; and

WHEREAS, this document until executed by the Mayor/Chairman of the Contracting Entity constitutes the Bidder's proposal; and

NOW, THEREFORE, that in consideration of the covenants, agreements and representations as hereinafter set forth, it is mutually agreed by the parties that:

1. The Bidder agrees to sell and deliver to the Contracting Entity, the items of material and/or services, specified in the pricing section of the electronic bid submittal, which is attached hereto and made a part of this Pricing Agreement/Contract. List the prompt payment discount, if any, for this agreement in the space provided below:

Discount for Prompt Payment **0%** Days

2. The Bidder expressly warrants that all articles, material, and/or work covered in this Pricing Agreement/Contract will conform to the specifications and electronic bid documents attached to this bid and are hereby incorporated, as if set forth in full herein; and further warrants that the same shall be of good material and workmanship, and free from defects.

3. The Bidder understands that all bids are to be submitted in U.S. dollars at a firm price. Bids submitted in any currency other than U.S. dollars will be rejected.

4. The Bidder also understands that all invoices shall be submitted in U.S. dollars and agrees to accept payment in U.S. dollars as full satisfaction of the invoiced amount.

5. If any of the goods fail to meet the warranties contained in Paragraph 2, above, the Bidder, upon notice from the Contracting Entity, shall promptly correct or replace the same at the Bidder's expense. If the Bidder shall fail to do so, the Contracting Entity may cancel this order as to all such goods, and in addition, may cancel the then remaining balance of this order. After notice to the Bidder, all such goods will be held

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at the Bidder's risk. The Contracting Entity may, at the Bidder's direction, make available such goods to be returned to the Bidder at the Bidder's risk, and all transportation charges, both to and from the original destination, shall be paid by the Bidder. Any payment for such goods shall be refunded by the Bidder unless the Bidder promptly corrects or replaces the same at the Bidder's expense.

6. The Contracting Entity agrees to pay to the Bidder the price and amount in accordance with Paragraph 1 above, based on the quantity actually purchased, upon delivery to and acceptance by the Contracting Entity, of the material and/or service[s] above described and upon the filing by the Bidder, and approval by the Contracting Entity, of a verified claim for the amount due.

7. The Bidder agrees, in connection with the performance of work under this Pricing Agreement/Contract:

a. That the Bidder will not discriminate against any employee or applicant for employment, because of race, creed, color, sex, age, national origin, ancestry or disability. The Bidder shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, age, national origin, sex, ancestry or disability. Such actions shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Bidder agrees to post, in a conspicuous place available to employees and applicants for employment, notices to be provided by the City Clerk/Secretary of the Contracting Entity setting forth the provisions of this section, and;

b. That the Bidder agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Pricing Agreement/Contract.

8. In the event of the Bidder's non-compliance with the above non-discrimination clause, this Pricing Agreement/Contract may be canceled or terminated by the Contracting Entity. The Bidder may be declared by the Contracting Entity ineligible for further Pricing Agreement[s]/Contract[s] with the Contracting Entity until satisfactory proof of intent to comply is made by the Bidder.

9. The risk of loss or damage shall be borne by the Bidder at all times until the acceptance of goods, properly packed, by the Contracting Entity.

10. This Pricing Agreement/Contract, specifications, electronic bid submittal documents and any attachments constitutes the entire understanding and agreement of the parties upon the subject matter hereof. There is no agreement, oral or otherwise, which is not contained in or attached to this Pricing Agreement/Contract. This Pricing Agreement/Contract may not be modified or assigned unless approved in writing and signed by both parties.

11. The parties assume and understand that the variables in the Bidder's cost of performance may fluctuate; consequently, the parties agree that any fluctuations in the Bidder's costs will not alter the Bidder's obligations under this Pricing Agreement/Contract nor excuse performance or delay on the Bidder's part.

12. This Pricing Agreement/Contract shall be inoperative during such period of time that the aforesaid delivery or acceptance may be rendered impossible by reason of fire, Act of God or government regulation. Provided, however, to the extent that the Bidder has any commercially reasonable alternative method of performing this Pricing Agreement/Contract by purchase on the market or otherwise, the Bidder shall not be freed of any obligations hereunder by this clause, even though the goods intended for this Pricing Agreement/Contract were destroyed or their delivery delayed because of an event described above.

13. The shipping or receiving of any goods under this Pricing Agreement/Contract shall not be deemed, or be, a waiver of any right to damages for any prior failure to ship or receive any goods.

14. This Pricing Agreement/Contract shall be governed by the laws of the State of Oklahoma.

15. The Bidder shall be responsible for complying with all applicable federal, state and local laws.

16. If submitting a bid for services, the Bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at www.dhs.gov/E-Verify.

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The undersigned individual states that the Bidder will be bound by all components of its bid, the specification, the terms and conditions of the Pricing Agreement/Contract, and the requirements for Bidders.

WITNESS the hands of the parties hereto:

THIS FORM MUST BE ELECTRONICALLY SIGNED AND SUBMITTED WITH THE BID FOR THE BID TO BE VALID

Note: The owner or an officer of the business or corporation may sign this document. A Corporate Seal or a letter of authorization is needed for any other signer. For instance, if a Salesman or Manager signs this form, a letter of authorization or Corporate Seal is to be attached.

Jeremy J. Jones

Type Name of Authorized Agent

DWS Project Manager

Title of Authorized Agent

**Calgon Carbon Corporation 3000 GSK Drive Moon 15108
Township PA**

Company Name and Address

Zip Code

412-787-6700, 412-787-6682

Telephone Number and Fax Number if any

BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature.

(See Electronic Signatures in Global and National Commerce Act for more information.)

THIS FORM MUST BE ELECTRONICALLY SIGNED AND SUBMITTED WITH THE BID OR THE BID WILL BE REJECTED

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Supplier: Calgon Carbon Corporation

NON-COLLUSION AFFIDAVIT

BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT PRIOR TO SUBMITTING BID

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature.

(See Electronic Signatures in Global and National Commerce Act for more information.)

The undersigned, of lawful age, being duly sworn, upon oath, deposes and says: That the undersigned has the lawful authority to execute the within and foregoing proposal/bid for, and on behalf of, the Proposer/Bidder; that the Proposer/Bidder has not, directly or indirectly, entered into any agreement, express or implied, with any Proposer/Bidder, having for its object the controlling of the price or amount of such proposal/bid, the limiting of the proposals/bids or the Proposers/Bidders, the parceling or farming out to any Proposer/Bidder or other persons, of any part of the Agreement or any part of the subject matter of the proposal/bid, or of the profits thereof, and that Proposer/Bidder has not and will not divulge the sealed proposal/bid to any person whomsoever, except those having a partnership or other financial interest with the Proposer/Bidder in the said proposal/bid, until after the said sealed proposals/bids are opened.

The undersigned further states that the Proposer/Bidder has not been a party to any collusion: among Proposer/Bidders in restraint of freedom of competition, by any agreement to bid at a fixed price or to refrain from proposing; or with any City/Trust official, City/Trust employee or City/Trust agent as to the quantity, quality, or price in the prospective Agreement, or any other terms of the said prospective Agreement; or in any discussions between the Proposers/Bidders or City/Trust official, City/Trust employee or City/Trust agent concerning the exchange of money or other thing of value for special consideration in the letting of Agreement. The Proposer/Bidder states that it has not paid, given or donated or agreed to pay, give or donate to any City/Trust official, officer or employee of the City or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of Agreement pursuant to this Proposal/Bid.

Witness the hands of the parties hereto:

The undersigned states that the Proposer/Bidder will be bound by its proposal/bid, the specification, the terms and conditions of the Agreement, and the Requirements for Proposer/Bidders.

→ → THIS FORM TO BE COMPLETED BY THE PROPOSER/BIDDER PRIOR TO AGREEMENT APPROVAL ← ←

Jeremy Jones
Type Name of Authorized Agent/Representative
Calgon Carbon Corporation
Company Name
3000 GSK Dr.
Address
ph. 412-787-6700 fax 412*787-6682
Telephone Number and Fax Number, if any

DWS Project Manager
Title
15108
Zip Code

TO BE COMPLETED BY THE NOTARY:

State of *)
Pennsylvania) SSS
County of *)
Allegheny

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[*State and County where notarized must be typed in for bid/proposal to be considered.][SAK1]

Signed and sworn to before me on this	21st day of	June,	2023	by Jeremy J. Jones
	[Day]	[Month]	[Year]	[Print the name of the agent/representative who signed above.]

My Commission Number:	Pennsylvania Commission #1413355 [Oklahoma]	Jacob Blake Type Name of Notary Public
My Commission Expires:	May 11, 2026 [Date/Year]	

[49 Okla. Stat. 2011 §119]

BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT PRIOR TO SUBMITTING BID

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LETTER OF AUTHORIZATION

THIS LETTER OF AUTHORIZATION MUST BE COMPLETED IF THE ATTACHED LEGALLY BINDING DOCUMENT WAS NOT SIGNED BY THE STATUTORILY AUTHORIZED OFFICER ON BEHALF OF THE CONTRACTING ENTITY

City of Oklahoma City or related Public Trust:

This letter authorizes Jeremy J. Jones, DWS Project Manager
(PRINTED NAME OF AUTHORIZED AGENT)

to sign the attached legally binding document on behalf of Calgon Carbon Corporation
(CONTRACTING ENTITY)

Sincerely,

 Vice President 12/06/2023
Signature of Authorizing Officer Printed Title Date

Michael Pealer michael.pealer@kuraray.com
Printed Name of Authorizing Officer Email Address of Authorizing Officer

NOTE: If the Contracting Entity is a(n):
Corporation The authorizing officer **must** be: President, Vice-President, Chairperson, or Vice-Chairperson
LLC The authorizing officer **must** be: Manager, Managing Member, President, or Vice-President
Partnership The authorizing officer **must** be: General Partner
Joint Venture The authorizing officer **must** be: An Authorized Officer of Each of the Ventures

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CERTIFICATE OF LIABILITY INSURANCE

6/1/2024

DATE (MM/DD/YYYY)

11/7/2023

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).

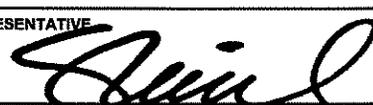
PRODUCER Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500 midwestcertificates@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext):		FAX (A/C, No):
	E-MAIL ADDRESS:		
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Zurich American Insurance Company	16535
INSURED Calgon Carbon Corporation 1425462 3000 GSK Drive Moon Township PA 15108		INSURER B : American Zurich Insurance Company	40142
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES CALCA **CERTIFICATE NUMBER:** 20035086 **REVISION NUMBER:** XXXXXXXX

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	GLO 011179 06	6/1/2023	6/1/2024	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ XXXXXXXX
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 10,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	BAP 011180 06	6/1/2023	6/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$ XXXXXXXX
							BODILY INJURY (Per accident)	\$ XXXXXXXX
							PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX
								\$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE	\$ XXXXXXXX
							AGGREGATE	\$ XXXXXXXX
								\$ XXXXXXXX
B A	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	N/A	WC 011177 06 (Ded) WC 011178 06 (Retro)	6/1/2023 6/1/2023	6/1/2024 6/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
City of Oklahoma City is included as additional insured if required by written contract with respect to General Liability per the terms and conditions of the policy.

CERTIFICATE HOLDER 20035086 City of Oklahoma City Oklahoma City Water Utilities Trust 420 West Main, Suite 500 Oklahoma City OK 73102	CANCELLATION See Attachments 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 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
<p>ANY PERSON OR ORGANIZATION, OTHER THAN AN ARCHITECT, ENGINEER OR SURVEYOR, WHOM YOU ARE REQUIRED TO ADD AS ADDITIONAL INSURED UNDER THIS POICY UNDER A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PROR TO LOSS</p>	<p>ALL APPLICABLE</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the</p>	

A. Section II — Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III — Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION, OTHER THAN AN ARCHITECT, ENGINEER OR SURVEYOR, WHOM YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED UNDER THIS POLICY UNDER A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS.	IF ANY
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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A. Section II — Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III — Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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Calgon Carbon Corporation

Bid Contact **Kimberly Cain**
mbu@calgoncarbon.com
Ph 412-787-6702
Fax 412-787-6682

Address **3000 GSK Drive**
Moon Township, PA 15108

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
OCWUT 18-23--01-01	Powdered Activated Carbon	Supplier Product Code: Supplier Notes: Price does NOT INCLUDE ANY APPLICABLE LOCAL OR STATE SALES TAXES.	First Offer - \$4,840.00	1 / ton	\$4,840.00 Y Y
Supplier Total					\$4,840.00

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Calgon Carbon Corporation

Bid Contact **Kimberly Cain**
mbu@calgoncarbon.com
Ph 412-787-6702
Fax 412-787-6682

Address **3000 GSK Drive**
Moon Township, PA 15108

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Supplier Total					\$4,840.00

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Calgon Carbon Corporation

Item: **Powdered Activated Carbon**

Attachments

WPH 1000 Product Spec - CCC Submittal Package.pdf

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Corporate Resolution

I, Jessica Underwood, Associate General Counsel, hereby certify that Jacob A. Blake, DWS Project Manager, is authorized to execute the attached contract/bid under the bylaws and delegations of the authority of Calgon Carbon Corporation. I fully certify that this delegation is in full force and effect, and as the person named in said delegation holds the office so designated.

Calgon Carbon Corporation
3000 GSK Drive
Moon Township, PA 15108
State of Incorporation: Delaware
Date: November 27, 1967

By: 
Jessica Underwood
Associate General Counsel

Commonwealth of Pennsylvania
County of Allegheny

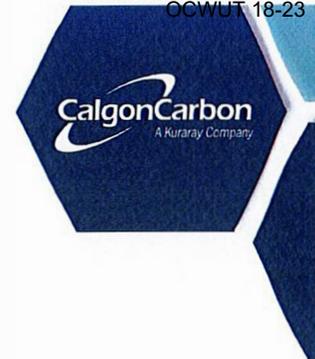
Signed (or attested) before me on OCTOBER 4TH, 2021 by JESSICA UNDERWOOD


Notary Public

My Commission Expires:
APRIL 2, 2025

Commonwealth of Pennsylvania - Notary Seal
Jeremy J. Jones, Notary Public
Allegheny County
My commission expires April 2, 2025
Commission number 1394004
Member, Pennsylvania Association of Notaries

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AFFIDAVIT OF COMPLIANCE

By this affidavit, CALGON CARBON CORPORATION certifies that the Powdered Activated Carbon designated as Type WPH 1000 complies with all the applicable provisions of the AWWA standard for Powdered Activated Carbon denoted as B-600 latest edition, ANSI/NSF Rule 61, and the Food Chemical Codex.

WPH 1000 is mined and manufactured in the USA from bituminous coal and produced through a reagglomeration process before pulverization.

Calgon Carbon Corporation

Name: Amber Simonic

Title: Executive Director, Drinking Water Solutions

Commonwealth of Pennsylvania

County of Allegheny

Signed (or attested) before me on January 5, 2023 by Amber Simonic.

Notary Public

My Commission Expires: April 2, 2025

Commonwealth of Pennsylvania - Notary Seal
Jeremy J. Jones, Notary Public
Allegheny County
My commission expires April 2, 2025
Commission number 1394004
Member, Pennsylvania Association of Notaries

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AFFIDAVIT OF COMPLIANCE FOOD GRADE TRAILERS AND SUPPLY COMMITMENT

By this affidavit, CALGON CARBON CORPORATION certifies we are the owner of dedicated food grade trailers which transport only food grade/potable NSF 61 products and food grade spent carbon. The designation rules as to which type of trailer transports a particular product or spent carbon type are strictly adhered to and will not be compromised under any circumstances.

For Custom React customers, all trailers receive a food grade wash before spent pickup and before loading custom reactivated material.

Calgon Carbon Corporation prides itself on supplying municipal and industrial customers with required activated carbon for their water treatment and air purification needs. That pride stems from the understanding that clean drinking water is a necessity for the population(s) that our customers serve. As the largest domestic producer of re-agglomerated bituminous carbon for water, vapor, and air purification, we believe it is our duty to go above and beyond the expectations of our customers to provide a superior product with superior service. We provide multiple redundancies in our supply of activated and re-activated carbon to ensure that customers can count on on-time deliveries to keep their water treatment plants and manufacturing facilities operating.

Calgon Carbon Corporation



Name: Amber Simonic

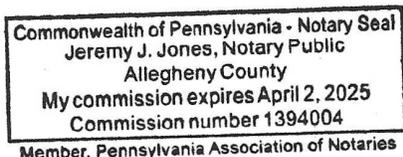
Title: Executive Director, Drinking Water Solutions

Commonwealth of Pennsylvania
County of Allegheny

Signed (or attested) before me on January 6, 2023 by Amber Simonic.


Notary Public

My Commission Expires: April 2, 2025



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AFFIDAVIT OF COMPLIANCE

By this affidavit, CALGON CARBON CORPORATION certifies the delivery capability to deliver as much as forty -five (45) tons of powdered activated carbon during a seven (7) calendar day period, with seven (7) days' notice following receipt of shipping order.

CALGON CARBON CORPORATION agrees to supply bulk deliveries of 15 to 20 tons between the hours of 7:00 AM – 4:00 PM Monday through Sunday. Any spills or leaks are to be cleaned up by the vendor with no onsite disposal.

Calgon Carbon Corporation



Name: Amber Simonic

Title: Executive Director, Drinking Water Solutions

Commonwealth of Pennsylvania

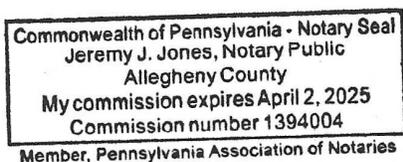
County of Allegheny

Signed (or attested) before me on January 5, 2022 by Amber Simonic.



Notary Public

My Commission Expires: April 2, 2025



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MANAGEMENT SYSTEM CERTIFICATE

Certificate no.:
CERT-09424-2003-AQ-HOU-ANAB

Initial certification date:
06 June, 2012

Valid:
27 May, 2021 – 26 May, 2024

This is to certify that the management system of
Calgon Carbon Corporation
15024 US 23, CATLETTSBURG, KY, 41129, USA

has been found to conform to the Quality Management System standard:
ISO 9001:2015

This certificate is valid for the following scope:
**The Manufacture and Packaging/Repackaging of Virgin Granular, Reactivated Granular,
Virgin Powder and Specialty Carbons.**



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Place and date:
Katy, TX, 03 May, 2021

For the issuing office:
DNV - Business Assurance
1400 Ravello Drive, Katy, TX, 77449-5164, USA



Sherif Mekkawy
Management Representative

Lack of fulfillment of conditions as set out in the Certification Agreement may render this Certificate invalid.

5 ACCREDITED UNIT: DNV Business Assurance USA Inc., 1400 Ravello Drive, Katy, TX, 77449, USA - TEL: +1 281-396-1000. www.dnvgcrt.com



MANAGEMENT SYSTEM CERTIFICATE

Certificate no.:
CERT-09423-2006-AQ-HOU-ANAB

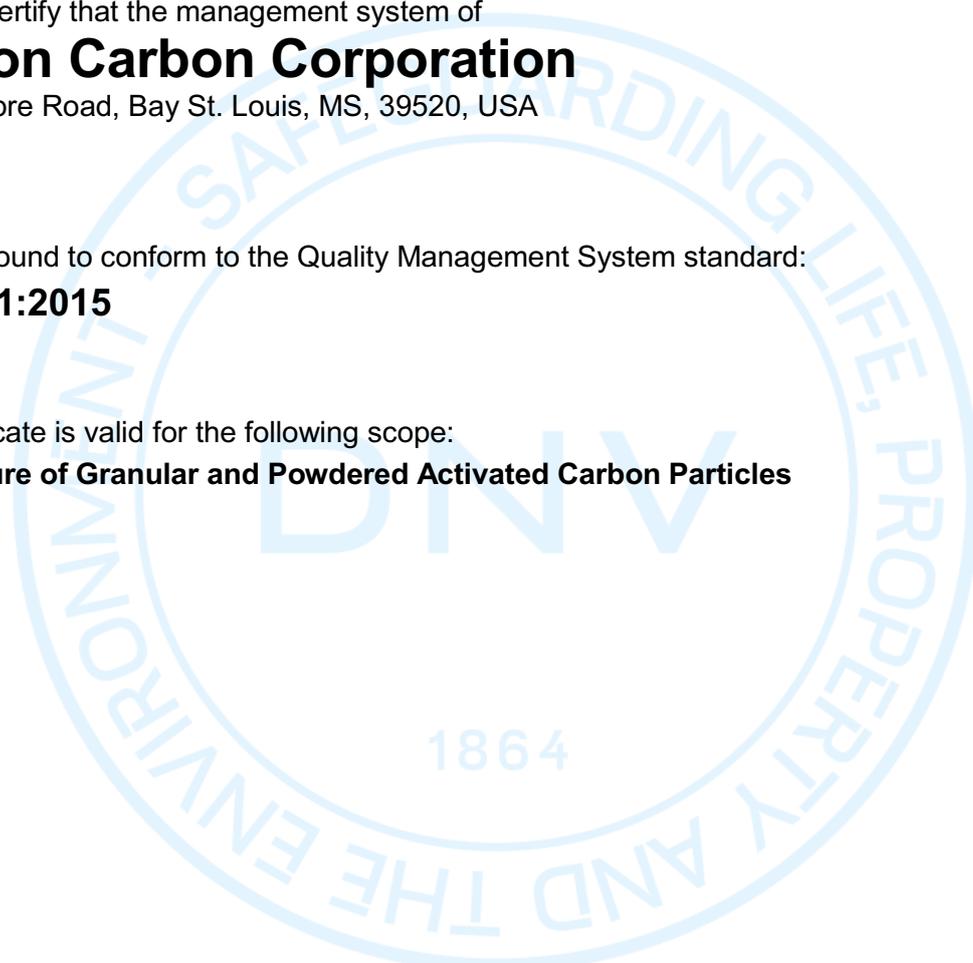
Initial certification date:
02 October, 1995

Valid:
15 July, 2021 – 14 July, 2024

This is to certify that the management system of
Calgon Carbon Corporation
13121 Webre Road, Bay St. Louis, MS, 39520, USA

has been found to conform to the Quality Management System standard:
ISO 9001:2015

This certificate is valid for the following scope:
Manufacture of Granular and Powdered Activated Carbon Particles



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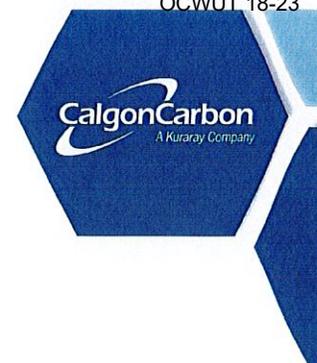
Place and date:
Katy, TX, 09 June, 2021

For the issuing office:
DNV - Business Assurance
1400 Ravello Drive, Katy, TX, 77449-5164, USA



Sherif Mekkawy
Management Representative

Lack of fulfilment of conditions as set out in the Certification Agreement may render this Certificate invalid.



NSF

The NSF (formerly the National Sanitation Foundation) is an international, non-profit organization that is dedicated to public health safety and the protection of the environment by developing performance standards for a broad range of products, especially for drinking water applications. NSF maintains a toxic leachate certification process for materials which come into contact with drinking water. Certain CCC products are certified to meet the NSF 42 and 61 standards.



Facility : # 2 Huntington, West Virginia

Powdered Activated Carbon[1] [3]

CENTAUR[8]	[7]	CLD 23	CARBON
GW[8]	[7]	CLD 23	CARBON
HPP H[9]	-325 mesh	CLD 23	CARBON
HPP L[9]	-325 mesh	CLD 23	CARBON
WPC[8]	[7]	CLD 23	CARBON
WPH[8]	[7]	CLD 23	CARBON
WPL[8]	[7]	CLD 23	CARBON

- [1] Only products bearing the NSF Mark are Certified.
- [3] Trade names may include letters and/or numbers to designate any or all of the following: mesh size, customer, market, processing methods, intended applications, activity level, special testing, or other customer or product specific differentiators.
- [7] Certified for the following mesh sizes: -200 and -325.
- [8] The carbon source is wood, coal, or coconut shell.
- [9] The carbon source is bituminous coal.

Facility : Pearlington, MS

Powdered Activated Carbon[1] [2] [3]

CENTAUR	[5]	CLD 23	CARBON
GW	[5]	CLD 23	CARBON
Pulsorb	[5]	CLD 23	CARBON
TOG	[5]	CLD 23	CARBON
WPH	[5]	CLD 23	CARBON
WPL	[5]	CLD 23	CARBON

- [1] Only products bearing the NSF Mark are Certified.
- [2] The carbon source is bituminous coal.
- [3] Trade names may include letters and/or numbers to designate any or all of the following: mesh size, customer, market, processing methods, intended applications, activity level, special testing, or other customer or product specific differentiators.
- [5] Certified for the following mesh sizes: -200 and -325.

NOTE: Certified for water treatment plant applications.
This product has not been evaluated for point of use applications.

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Sample Stock



CERTIFICATE OF ANALYSIS

ACTIVATED CARBON SAMPLE FOR LABORATORY EVALUATION

Media Type: WPH 1000
Mfg Code: 13845



Certified to
NSF/ANSI 61
This product is certified with a
maximum use level of 250 mg/L.

Specification	Unit	Value	Lower Limit	Upper Limit
IODINE NUMBER TM4/ASTM D4607	mg/g	1180	1000	---
MOISTURE TM1 ASTM D2867	%	0	---	8
US SIEVE SERIES MINUS 100	%	100	99	---
US SIEVE SERIES MINUS 200	%	100	95	---
US SIEVE SERIES MINUS 325	%	97	90	---

Food Chemical Codex

Calgon Activated Carbon type WPH 1000, as manufactured, complies with Food Chemicals Codex specifications when tested under the conditions of the tests described in "Food Chemicals Codex", 9th edition, US Pharmacopeia, Rockville, MD 2014 pp. 235-238.

We hereby certify that the above data is correct as contained in the records of the company.

Calgon Carbon Corporation

Brandon Lee Bentley
Quality Assurance Manager

Calgon Carbon Corporation

3000 GSK Drive • Moon Township, PA 15108 • Phone (412) 787-4503
Email: bbentley@calgoncarbon.com

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SALES SPECIFICATION SHEET

WPH 1000

Powder Activated Carbon

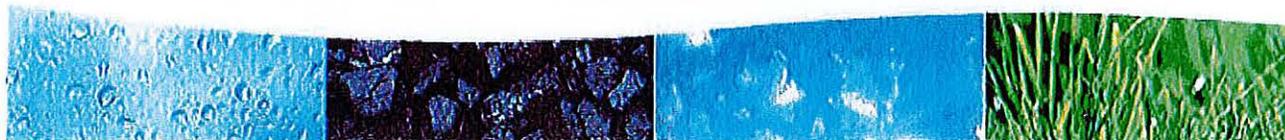
Test	Specification		Calgon Carbon Test Method
	Min	Max	
IODINE NUMBER, mg/g	1000	-	TM-4,ASTM D4607
MOISTURE (AS PACKAGED), wt%	-	8	TM-1,ASTM D2867
< 100 US MESH [0.150 mm], wt%	99	-	TM-13,ASTM D5158
< 200 US MESH [0.075 mm], wt%	95	-	TM-13,ASTM D5158
< 325 US MESH [0.045 mm], wt%	90	-	TM-13,ASTM D5158

Typical Properties:

This product complies with the requirements for activated carbon as defined by the Food Chemicals Codex (FCC) (Latest Edition) published by the U.S. Pharmacopeia.

Only products bearing the NSF Mark are Certified to NSF/ANSI 61 - Drinking Water System Components - Health Effects standard. Certified Products will bear the NSF Mark on packing or documentation shipped with the product.

Calgon Carbon Corporation's activated carbon products are continuously being improved and changes may have taken place since this publication went to press. 13845-12/16/2015



+1 800 422 7266 calgoncarbon.com



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WPH 1000
Safety Data Sheet

Issued: 10/20/2020
Supersedes: 03/02/2020
Version: 4.0

SECTION 1: Identification of the Substance/Mixture and of the Company/Undertaking

1.1. Product identifier

Product name : WPH 1000
Product form : Substance
CAS No : 7440-44-0
Product code : 13845
Synonyms : Activated carbon; Steam activated carbon

1.2. Relevant identified uses of the substance or mixture and uses advised against

Use of the substance/mixture : Adsorbent

1.3. Details of the supplier of the safety data sheet

Calgon Carbon Corporation
P.O. Box 717
Pittsburgh, PA 15230
412-787-6700

1.4. Emergency telephone number

Emergency number : CHEMTREC (24 HRS): 1-800-424-9300

SECTION 2: Hazards Identification

2.1. Classification of the substance or mixture

GHS-US classification

Combustible Dust

Not classified as a simple asphyxiant. Product does not displace oxygen in the ambient atmosphere, but slowly adsorbs oxygen from a confined space when wet. Under conditions of anticipated and recommended use, product does not pose an asphyxiation hazard.

2.2. Label elements

GHS-US labeling

Signal word (GHS-US) : **Warning**
Hazard statements (GHS-US) : May form combustible dust concentrations in air.

2.3. Other hazards

Other hazards not contributing to the classification : Wet activated carbon can deplete oxygen from air in enclosed spaces. If use in an enclosed space is required, procedures for work in an oxygen deficient environment should be followed.

2.4. Unknown acute toxicity (GHS-US)

No data available

SECTION 3: Composition/Information on Ingredients

3.1. Substance

Name	Product identifier	%
Activated carbon	(CAS No) 7440-44-0	< 100

3.2. Mixture

Not applicable

SECTION 4: First Aid Measures

4.1. Description of first aid measures

First-aid measures general : If exposed or concerned, get medical attention/advice. Show this safety data sheet to the doctor in attendance. Wash contaminated clothing before re-use. Never give anything to an unconscious person.
First-aid measures after inhalation : IF INHALED: Remove to fresh air and keep at rest in a comfortable position for breathing.
First-aid measures after skin contact : IF ON SKIN (or clothing): Remove affected clothing and wash all exposed skin with water for at least 15 minutes.
First-aid measures after eye contact : IF IN EYES: Immediately flush with plenty of water for at least 15 minutes. Remove contact lenses if present and easy to do so. Continue rinsing.

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WPH 1000

Product Code: 13845

Safety Data Sheet

First-aid measures after ingestion : IF SWALLOWED: Rinse mouth thoroughly. Do not induce vomiting without advice from poison control center or medical professional. Get medical attention if you feel unwell.

4.2. Most important symptoms and effects, both acute and delayed

Symptoms/injuries after inhalation : Not expected to present a significant hazard under anticipated conditions of normal use. Dust may cause irritation to the respiratory system.

Symptoms/injuries after skin contact : Dust may cause irritation.

Symptoms/injuries after eye contact : Dust may cause irritation and redness.

Symptoms/injuries after ingestion : Not expected to present a significant hazard under anticipated conditions of normal use.

4.3. Indication of any immediate medical attention and special treatment needed

No additional information available.

SECTION 5: Firefighting Measures

5.1. Extinguishing media

Suitable extinguishing media : Water spray. Carbon dioxide. Dry chemical. Foam. Sand.

Unsuitable extinguishing media : None known.

5.2. Special hazards arising from the substance or mixture

Fire hazard : Dust may be combustible under specific conditions. May be ignited by heat, sparks or flames.

Explosion hazard : Dust may form explosive mixture in air.

Reactivity : No dangerous reactions known under normal conditions of use. Carbon oxides may be emitted upon combustion of material.

5.3. Advice for firefighters

Firefighting instructions : Wear NIOSH-approved self-contained breathing apparatus suitable for the surrounding fire. Use water spray or fog for cooling exposed containers. Evacuate area.

SECTION 6: Accidental Release Measures

6.1. Personal precautions, protective equipment and emergency procedures

General measures : Evacuate area. Keep upwind. Ventilate area. Spill should be handled by trained clean-up crews properly equipped with respiratory equipment and full chemical protective gear (see Section 8).

6.1.1. For non-emergency personnel

No additional information available.

6.1.2. For emergency responders

No additional information available.

6.2. Environmental precautions

Prevent entry to sewers and public waters. Avoid release to the environment. Product is not soluble, but can cause particulate emission if discharged into waterways. Dike all entrances to sewers and drains to avoid introducing material to waterways. Notify authorities if product enters sewers or public waters.

6.3. Methods and material for containment and cleaning up

For containment : Sweep or shovel spills into appropriate container for disposal. Minimize generation of dust.

Methods for cleaning up : Sweep or shovel spills into appropriate container for disposal. Minimize generation of dust. Dispose of material in compliance with local, state, and federal regulations.

6.4. Reference to other sections

No additional information available.

SECTION 7: Handling and Storage

7.1. Precautions for safe handling

Precautions for safe handling : Avoid dust formation. Avoid contact with skin, eyes and clothing. Do not handle until all safety precautions have been read and understood. Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work. Keep away from sources of ignition - No smoking.

7.2. Conditions for safe storage, including any incompatibilities

Storage conditions : Keep container tightly closed in a cool, dry, and well-ventilated place. Keep away from ignition sources.

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Safety Data Sheet

SECTION 8: Exposure Controls/Personal Protection

8.1. Control parameters	
Activated carbon (7440-44-0)*	
OSHA PEL (TWA) (mg/m ³)	≤ 5 (Respirable Fraction) ≤ 15 (Total Dust)

*Exposure limits are for inert or nuisance dust. No specific exposure limits have been established for this activated carbon product by OSHA or ACGIH.

8.2. Exposure controls	
Appropriate engineering controls	: Provide adequate general and local exhaust ventilation. Use process enclosures, local exhaust ventilation, or other engineering controls to control airborne levels below recommended exposure limits. Use explosion-proof equipment with flammable materials. Ensure adequate ventilation, especially in confined areas. Wet activated carbon can deplete oxygen from air in enclosed spaces. If use in an enclosed space is required, procedures for work in an oxygen deficient environment should be followed.
Personal protective equipment	: Gloves. Safety glasses. Protective clothing. Under insufficient ventilation conditions wear respiratory protection.
	
Hand protection	: Gloves should be classified under Standard EN 374 or ASTM F1296. Suggested glove materials are: Neoprene, Nitrile/butadiene rubber, Polyethylene, Ethyl vinyl alcohol laminate, PVC or vinyl. Suitable gloves for this specific application can be recommended by the glove supplier.
Eye protection	: Use eye protection suitable to the environment. Avoid direct contact with eyes.
Skin and body protection	: Wear long sleeves, and chemically impervious PPE/coveralls to minimize bodily exposure.
Respiratory protection	: Use NIOSH-approved dust/particulate respirator. Where vapor, mist, or dust exceed PELs or other applicable OELs, use NIOSH-approved respiratory protective equipment.

SECTION 9: Physical and Chemical Properties

9.1. Information on basic physical and chemical properties	
Physical state	: Solid
Appearance	: Granular, powder, or pelletized substance
Color	: Black
Odor	: Odorless
Odor threshold	: No data available
pH	: No data available
Relative evaporation rate (butylacetate=1)	: Not applicable
Melting point	: Not applicable
Freezing point	: Not applicable
Boiling point	: Not applicable
Flash point	: No data available
Auto-ignition temperature	: > 325 °C
Decomposition temperature	: No data available
Flammability (solid, gas)	: > 325 °C
Vapor pressure	: Not applicable
Relative vapor density at 20 °C	: Not applicable
Apparent density	: 0.3 - 0.75 g/cc
Solubility	: Insoluble
Log Pow	: Not applicable
Log Kow	: Not applicable
Viscosity, kinematic	: Not applicable
Viscosity, dynamic	: Not applicable
Explosive properties	: No data available
Oxidising properties	: No data available
Explosive limits	: No data available
9.2. Other information	
No additional information available.	

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Product Code: 13845

Safety Data Sheet

SECTION 10: Stability and Reactivity

10.1. Reactivity

No dangerous reactions known under normal conditions of use.

10.2. Chemical stability

Stable under use and storage conditions as recommended in section 7.

10.3. Possibility of hazardous reactions

None known.

10.4. Conditions to avoid

Avoid dust formation. Heat. Ignition sources. Exposure to high concentrations of organic compounds may cause bed temperature to rise.

10.5. Incompatible materials

Alkali metals. Strong oxidizing agents.

10.6. Hazardous decomposition products

Carbon monoxide (CO), carbon dioxide (CO₂).

SECTION 11: Toxicological Information

11.1. Information on toxicological effects

Acute toxicity : Not classified

Activated carbon (7440-44-0)	
LD ₅₀ Oral rat	> 2000 mg/kg

Skin corrosion/irritation : Not classified
 Serious eye damage/irritation : Not classified
 Respiratory or skin sensitisation : Not classified
 Germ cell mutagenicity : Not classified
 Carcinogenicity : Not classified

Silica: crystalline, quartz (14808-60-7)	
IARC group	1 - Carcinogenic to humans
The International Agency for Research on Cancer (IARC) has classified "silica dust, crystalline, in the form of quartz or cristobalite" as carcinogenic to humans (group 1). However these warnings refer to crystalline silica dusts and do not apply to solid activated carbon containing crystalline silica as a naturally occurring, bound impurity. As such, we have not classified this product as a carcinogen in accordance with the US OSHA Hazard Communication Standard (29 CFR §1910.1200) but recommend that users avoid inhalation of product in a dust form.	

Reproductive toxicity : Not classified
 Specific target organ toxicity (single exposure) : Not classified
 Specific target organ toxicity (repeated exposure) : Not classified
 Aspiration hazard : Not classified
 Symptoms/injuries after inhalation : Not expected to present a significant hazard under anticipated conditions of normal use.
 Symptoms/injuries after skin contact : Dust may cause irritation of the skin.
 Symptoms/injuries after eye contact : Dust may cause irritation and redness.
 Symptoms/injuries after ingestion : Not expected to present a significant hazard under anticipated conditions of normal use.

SECTION 12: Ecological Information

12.1. Toxicity

No additional information available.

12.2. Persistence and degradability

No additional information available.

12.3. Bioaccumulative potential

No additional information available.

12.4. Mobility in soil

No additional information available.

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Product Code: 13845

Safety Data Sheet

12.5. Other adverse effects

No additional information available.

SECTION 13: Disposal Considerations

13.1. Waste treatment methods

- Waste treatment and disposal methods : Vacuum or shovel material into a closed container. Dispose in a safe manner in accordance with local/national regulations. Do not allow the product to be released into the environment.
- Additional information : Activated carbon is an adsorbent media; hazard classification is generally determined by the adsorbate. Consult U.S. EPA guidelines listed in 40 CFR 261.3 for more information on hazardous waste disposal.

SECTION 14: Transport Information

14.1. In accordance with DOT

Not classified as hazardous for domestic land transport.

- UN-No.(DOT) : None on finished product
- DOT NA no. : None on finished product
- Proper Shipping Name (DOT) : Not regulated
- Department of Transportation (DOT) Hazard Classes : None on finished product
- Hazard labels (DOT) : None on finished product
- Packing group (DOT) : None on finished product
- DOT Quantity Limitations Passenger aircraft/rail (49 CFR 173.27) : None on finished product

14.2. Transport by sea

Not classified as hazardous for water transport.

- IMO / IMDG
- UN/NA Identification Number : None on finished product
- UN- Proper Shipping Name : Not regulated
- Transport Hazard Class : None on finished product

14.3. Air transport

Not classified as hazardous for air transport.

- ICAO / IATA
- UN/NA No : None on finished product
- UN- Proper Shipping Name : Not regulated
- Transport Hazard Class : None on finished product
- Packing Group : None on finished product
- Marine Pollutant : None on finished product

14.4. Additional information

- Other information : Under the UN classification for activated carbon, all activated carbons have been identified as a class 4.2 product. However, this product type or an equivalent has been tested according to the *United Nations Transport of Dangerous Goods* test protocol for a "self-heating substance" (*United Nations Transportation of Dangerous Goods, Manual of Tests and Criteria, Part III, Test N.4 - Test Method for Self Heating Substances*) and it has been specifically determined that this product type or an equivalent does not meet the definition of a self-heating substance (class 4.2). This information is applicable to the steam activated carbon product described in this document.

SECTION 15: Regulatory Information

15.1. US Federal regulations

WPH 1000	
All chemical substances in this product are listed as "Active" in the EPA (Environmental Protection Agency) "TSCA Inventory Notification (Active-Inactive) Requirements Rule" ("the Final Rule"). as of February 2019 or are otherwise exempt.	
SARA Section 311/312 Hazard Classes	Physical hazard - Combustible dust

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WPH 1000

Product Code: 13845

Safety Data Sheet

Cobalt (7440-48-4)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Listed on United States SARA Section 313	
SARA Section 313 - Emission Reporting	0.1 %

15.2. International regulations

No additional information available.

15.3. US State regulations

California Proposition 65

WARNING: This product can expose you to chemicals including Silica: crystalline, quartz, which are known to the State of California to cause cancer. For more information go to www.P65Warnings.ca.gov.

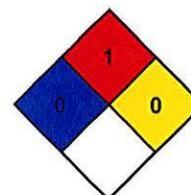
Component	Carcinogenicity	Developmental toxicity	Reproductive toxicity male	Reproductive toxicity female	No significant risk level (NSRL)	Maximum allowable dose level (MADL)
Silica: crystalline, quartz (14808-60-7)	X					
Titanium dioxide (13463-67-7)	X				Not available	
Cobalt (7440-48-4)	X					

Component	State or local regulations
Aluminum oxide (1344-28-1)	U.S. - New Jersey - Right to Know Hazardous Substance List U.S. - Massachusetts - Right To Know List U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List
Calcium sulfate (7778-18-9)	U.S. - New Jersey - Right to Know Hazardous Substance List U.S. - Pennsylvania - RTK (Right to Know) List U.S. - Massachusetts - Right To Know List
Silica: crystalline, quartz (14808-60-7)	U.S. - New Jersey - Right to Know Hazardous Substance List U.S. - Pennsylvania - RTK (Right to Know) List U.S. - Massachusetts - Right To Know List
Titanium dioxide (13463-67-7)	U.S. - New Jersey - Right to Know Hazardous Substance List U.S. - Pennsylvania - RTK (Right to Know) List U.S. - Massachusetts - Right To Know List
Cobalt (7440-48-4)	U.S. - New Jersey - Right to Know Hazardous Substance List U.S. - Pennsylvania - RTK (Right to Know) List U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List U.S. - Massachusetts - Right To Know List

SECTION 16: Other Information

Indication of changes : Revision 4.0
 Revision Date : 10/20/2020
 Other information : Author: ADK
 For internal use only : PR #1
 Prepared according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

NFPA health hazard : 0 - Exposure under fire conditions would offer no hazard beyond that of ordinary combustible materials.
 NFPA fire hazard : 1 - Must be preheated before ignition can occur.
 NFPA reactivity : 0 - Normally stable, even under fire exposure conditions, and are not reactive with water.



HMIS III Rating

Health : 0
 Flammability : 1
 Physical : 0

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WPH 1000

Product Code: 13845

Safety Data Sheet

Personal Protection

This information is based on our current knowledge and is intended to describe the product for the purposes of health, safety and environmental requirements only. It should not therefore be construed as guaranteeing any specific property of the product. The information in this document applies to this specific material as supplied. It may not be valid if product is used in combination with other materials. It is the user's responsibility to determine the suitability and completeness of this information for their particular use. While the information and recommendations set forth herein are believed to be accurate as of the date hereof, Calgon Carbon Corporation makes no warranty with respect to the same, and disclaims all liability for reliance thereon.

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Solicitation OCWUT 18-23

Powdered Activated Carbon

Bid Designation: Public



The City of
OKLAHOMA CITY

City of Oklahoma City and its Trusts

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Bid OCWUT 18-23 Powdered Activated Carbon

Bid Number **OCWUT 18-23**
Bid Title **Powdered Activated Carbon**

Bid Start Date **May 3, 2023 8:03:06 AM CDT**
Bid End Date **Jun 21, 2023 10:00:00 AM CDT**
Question & Answer
End Date **May 26, 2023 5:00:00 PM CDT**

Bid Contact **Mark Keesee**
405-297-2765
mark.keesee@okc.gov

Bid Contact **City Clerk**
405-297-2391
cityclerk@okc.gov

Bid Contact **Rebecca Cavnar**
405-297-1525
rebecca.cavnar@okc.gov

Bid Contact **Stephen Krausnick**
405-297-2746
stephen.krausnick@okc.gov

Contract Duration **3 years**
Contract Renewal **2 annual renewals**
Prices Good for **30 days**

Standard Disclaimer **This site and system is hosted by Oklahoma City through BIDSYNC for use of The City of Oklahoma City and its trusts.
Certain screens and flags may show the name and/or seal of The City; however, such references do not indicate or change the contracting entity.**

Bid Comments **The City is looking for bids on Powdered Activated Carbon.**

Item Response Form

Item **OCWUT 18-23--01-01 - Powdered Activated Carbon**
Quantity **1 ton**
Unit Price

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Delivery Location

City of Oklahoma City and its Trusts

No Location Specified

See Bid Packet for Location(s)

N/A

Qty 1

Oklahoma City OK 73102

Qty 0

Description

Powdered Activated Carbon

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2023

Mark Keesee
Administrative Specialist
The City of Oklahoma City
Utilities Department
mark.keese@okc.gov

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OCWUT 18-23

Powdered Activated Carbon (PAC)

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(Published in the Journal Record on May 3, 2023 and May 10, 2023)

NOTICE TO BIDDERS

NOTICE is hereby given that the Oklahoma City Water Utilities Trust will receive electronic bids at the **OFFICE of the CITY CLERK, 200 North Walker, Oklahoma City, Oklahoma 73102**, until 10:00:00 a.m. on the 21st day of June 2023, for the following:

Bid Number: OCWUT 18-23

Title: Powdered Activated Carbon (PAC)

The City of Oklahoma City and its Trusts have partnered with BidSync, Inc. to accept proposals electronically. You are invited to submit a proposal electronically through the BidSync system to supply the professional services, products, or systems specified in the electronic proposal packet. The City and its Trusts do not provide access to a computer to prepare electronic proposals or electronic proposal submission. Proposers must register with BidSync at <https://www.bidsync.com> in order to submit an electronic proposal. The City and its Trusts recommend potential proposers register and become familiar with the BidSync electronic proposal process in advance of submitting a proposal. There is no charge to the proposer for registering or submitting an electronic proposal to the Contracting Entity through BidSync. Instructions on how to get registered to propose through BidSync can be found on The City of Oklahoma City's website at <https://www.okc.gov/departments/bidding>.

A copy of the City Guidelines and Procedures for Professional Consultant Selection may be obtained from the Office of the City Clerk at the above referenced address. Proposals shall be made in accordance with the Notice to Proposers, General Instructions and Requirements for Proposers, Oklahoma Open Records Act and Confidential Information, and the RFP proposal packet, which are a part of the complete electronic proposal packet. A sample Non-Discrimination, Anti/Non-Collusion Affidavit and Vendor Registration form is attached for the Proposer's reference and will be completed prior to contract approval. By submitting a proposal for services, the Proposer certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at www.dhs.gov/E-Verify.

The City and its Trusts reserve the right to waive formalities, irregularities and defects in any or all proposals, except as otherwise required by law. The City and its Trusts reserve the right to: reject any or all proposals; to reject a portion of any or all proposals; to negotiate and execute or to not negotiate or execute a Pricing Agreement/Contract with any proposer; and to solicit new or different proposals. The City and its Trusts reserve the right to negotiate and/or contract with one or more proposers for all or a portion of any proposal or proposed services.

Proposals timely received electronically through BidSync in the City Clerk's Office shall be forwarded to the Requesting Department for the Selection Committee to open and review. The BidSync system does not allow proposals to be submitted after the 4:00:00 p.m. deadline, on the above mentioned date. There will be no exceptions to this policy.

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GENERAL INSTRUCTIONS AND REQUIREMENTS FOR BIDDERS

THESE INSTRUCTIONS, REQUIREMENTS AND ANY SPECIAL INSTRUCTIONS CONTAINED IN THE SPECIFICATIONS ARE A PART OF THE TERMS AND CONDITIONS OF THE BIDDER'S IRREVOCABLE BID AS A FIRM OFFER. ANY EXCEPTIONS TO THESE INSTRUCTIONS, REQUIREMENTS OR SPECIFICATIONS MUST BE SPECIFIED AND SUBMITTED WITH THE BIDDER'S BID. THIS CAN BE ACCOMPLISHED BY SUBMITTING AN ALTERNATE OFFER, IF AVAILABLE ON THE BID, OR BY ENTERING INFORMATION INTO THE "NOTE TO BUYER" FIELD. A BIDDER MAY ALSO SUBMIT EXCEPTIONS BY UPLOADING A SEPARATE DOCUMENT LABELED "EXCEPTIONS" INTO THE BIDSYSNOC SYSTEM. FAILURE TO INDICATE ANY EXCEPTIONS WILL BE REGARDED AS FULL ACCEPTANCE OF THE REQUIREMENTS, INSTRUCTIONS, AND SPECIFICATIONS CONTAINED IN THIS BID PACKET AND ANY OTHER BID DOCUMENTS RELATED TO THIS BID.

1. **EXAMINATION BY BIDDERS:** All Bidders must examine the specifications, drawings, schedules, special instructions and these general instructions and requirements prior to electronically submitting any Bid/Pricing Agreement/Contract. Failure to examine is at the Bidder's own risk as Bidder will be held to the terms, conditions and requirements therein.
2. **SUBMISSION OF FORMS REQUIRED FOR PRICING AGREEMENT/CONTRACT AWARD:** All bids must be completed electronically, on the forms provided by the Contracting Entity through the electronic bidding system. Bids will not be considered unless the Bid/Pricing Agreement/Contract form is completed, signed and submitted by the Bidder in the electronic bidding system. A Letter of Authorization should also be attached and submitted when the Bidder is not authorized by statute and the Bidder's organizational and establishing documents to sign and bind the Bidder to the Bid/Pricing Agreement/Contract documents. The Anti/Non-Collusion Affidavit must be executed by the Bidder or an authorized agent and notarized. The notarization must contain:
 - (a) The notary's signature (electronic signature);
 - (b) Jurisdiction where notarization took place (i.e., State of __, County of __);
 - (c) Date of notarization;
 - (d) The notary's commission expiration date;
 - (e) The notary's commission number (Oklahoma);
 - (f) The notarial seal (the notary seal is not required for electronic notarization); and
 - (g) Comply with all other applicable laws. The anti/non-collusion affidavit must be submitted electronically with the electronic bid packet.
3. **SUBMISSION OF BIDS ELECTRONICALLY TO THE CITY CLERK/SECRETARY:** Bids must be submitted electronically through BidSync and shall be opened at the time stated in the Notice to Bidders, or later, in the City Clerk's Conference Room, located on the 2nd floor of the Municipal Building. The BidSync system does not allow bids to be submitted after the deadline. There will be no exceptions to this policy. All bids shall remain on file at least 48 hours thereafter before a Pricing Agreement/Contract shall be made and entered into thereon.
4. **DESCRIPTIVE TERMS:** Unless the term "no substitute" is used, the use of brand name, manufacturer, make, or catalog designation in describing an item does not restrict Bidders to that particular brand name, etc. The term is simply to indicate the type, character, quality and/or performance equivalence of the item desired. However, the proposed substitution item must be of such character, quality and/or performance equivalence as that indicated in the specifications. A proposed substitute item must include complete data as to the manufacturer's name, type, model number, any descriptive bulletins and specifications. This data can be uploaded electronically through the electronic bidding system.
5. **EXCEPTIONS:** Any exceptions or variances to these instructions or specifications must be submitted with the Bidder's bid. This can be accomplished by submitting an alternate offer, if available on the bid, or by entering information in the "Note to Buyer" field. A Bidder may also submit exceptions by uploading a separate document labeled "Exceptions" into the BidSync system. Failure to indicate any exceptions will be construed to mean that the Bidder offers to furnish the exact commodity as described in the bid specifications and as full acceptance of the requirements, instructions, and specifications contained in this bid packet and any other bid documents related to this bid.
6. **UNIT PRICES:** A unit price for each unit bid must be shown and include any applicable taxes, delivery, and packaging and/or packing, if any, unless otherwise specified. If there is an estimated quantity stated as such in the specifications, the estimate is not a guarantee of the quantity which may be purchased. When the quantity in the BidSync system is listed as "1", Bidder shall bid the per individual unit price. The Contracting Entity may purchase one or more bid item at any given time throughout the term of the Pricing Agreement/Contract. The BidSync system will calculate the total based on the quantity requested by the Contracting Entity and the price entered by the Bidder.

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The BidSync system will calculate the bid price based on the quantity and price. Items bid as an estimated quantity will be awarded on a “no guarantee” basis. Prices shall be extended in decimals, not fractions, and shall include transportation and delivery charges, prepaid by the Bidder to the destination specified in the special instructions of the specifications.

7. **EXEMPTIONS FROM CERTAIN TAXES:** The purchase of certain goods or services by the Contracting Entity is exempt from the payment of excise, transportation, use, and sales tax imposed by the federal, state and/or city governments. Such taxes must not be included in the bid prices. Any taxes that are not exempt must be included in the bid price. No additional payment or compensation will be made for taxes.
8. **PAYMENTS AND DISCOUNTS:**
 - (a) Payment for goods and services as specified in the Pricing Agreement/Contract shall be processed promptly after completion of delivery and acceptance of items and after receipt from Bidder of properly prepared invoice(s) and/or notarized claim voucher(s), if applicable. Purchases may be made by certain City or Trust employees using a purchasing card. Employees of Contracting Entity are required, when possible, to use a purchasing card for purchases under the amount of \$5,000 for a single transaction. For single transactions over \$5,000, the Bidder may request payment be completed by issuance of a purchase order. Processing fees may not be added when a purchasing card is used. The bid price shall cover any fees a bidder may incur.
 - (b) Discounts for prompt payment will not be considered in bid evaluations, unless otherwise specified. Discounts offered by the Bidder will be taken, however, if payment is made within the discount period.
 - (c) Late charges cannot be assessed against Contracting Entity.
9. **LATE INVOICES:** If the purchase order indicates that the purchase is being made with City funds, all unpaid invoices pertaining to this Pricing Agreement/Contract must be recorded in the Finance Department, Accounts Payable Section, or in the Office of the City Clerk on or before September 30 for all debts incurred during the prior fiscal year (July 1 through June 30), or said invoice shall be void and forever barred. (*See* 62 Okla. Stat. 2010 § 310.4).
10. **DELIVERY:**
 - (a) All bid prices quoted shall be based on delivery F.O.B. Oklahoma City, Oklahoma or to any points located within the municipal corporate limits (unless otherwise stated in the bid specifications) with all charges prepaid to the actual point of delivery.
 - (b) Bids must show the number of days required for delivery under normal conditions. Unrealistically short or long delivery promises may cause bids to be rejected. A successful Bidder is required to keep the purchasing department advised at all times of the status of the order and delivery. All goods or services shall be delivered within thirty (30) days from the date of the award of the Pricing Agreement/Contract, unless specified otherwise.
11. **AWARD OF PRICING AGREEMENT/CONTRACTS:** The Contracting Entity reserves the rights to: award by item, groups of items or all items of the bid; to reject any or all bids in whole or in part; and, waive technical defects, irregularities and/or omissions.
12. **PERFORMANCE BONDS:** If required by the specifications, the successful Bidder must post the performance bond, a certified or cashier's check in the amount required prior to award of Pricing Agreement/Contract.
13. **PATENTS:** The Bidder agrees to indemnify and save harmless the Contracting Entity, including any of Contracting Entity's employees, the purchasing agent and assistants from all suits and actions of every nature and description brought against the Bidder and/or any assistants because of, or for the use of, patented or licensed appliances, products, or processes. The Bidder shall pay all royalties and charges which are legal, and equitable evidence of such payment or satisfaction shall be submitted upon request of the Contracting Entity, as a necessary requirement in connection with the final execution of any Agreement/Contract in which patented or licensed appliances, products, or processes are to be used.
14. **TERMINATION:**
 - (a) The performance of services and/or the delivery of items under any Pricing Agreement/Contract may be terminated by the Contracting Entity, in whole or in part, whenever it is determined to be in the best interest of the Contracting Entity.
 - (b) Any such termination will be effected by delivery to the Bidder of a termination notice specifying the extent to which performance or services and/or delivery of ordered commodities is terminated, and the date the termination becomes effective.
 - (c) After receipt of a termination notice, the Bidder shall stop performance of services and/or accept no further orders under the Pricing Agreement/Contract.
15. **COMPLIANCE WITH APPLICABLE LAWS:** All Proposers must comply with all applicable federal, state or local laws and regulations, including Title VI and all provisions of the Civil Rights Act of 1964 42, U.S.C. §§ 2000d, -et seq.

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- 16. **SELF-INSURED:** The Contracting Entity is self-insured for its own negligence. The liability of the Contracting Entity for acts of negligence are limited and subject to the Governmental Tort Claims Act, 51 O.S. §§ 151, *et seq.*
- 17. **RIGHT TO AUDIT:** The Contracting Entity shall at all times have the right to examine books, papers and records of the successful Bidder relative to all aspects of the Pricing Agreements/Contracts awarded as a result of this bid to confirm Pricing Agreement/Contract compliance. Failure to provide the requested information may result in termination of the Pricing Agreement/Contract. This right to audit only affects Pricing Agreement/Contract compliance as a result of this bid and does not apply to Bidder records beyond the scope of the Pricing Agreement/Contract.
- 18. **REFERENCES:** The Contracting Entity has the right to request references from bidders.
- 19. **BID EVALUATION:** Bids will be evaluated based upon the lowest overall cost to the Contracting Entity and a bidder's responsiveness to the requirements of the specifications. The Contracting Entity retains the right to waive minor deficiencies of specifications, technicalities or informalities in a bid, provided that the best interest of the Contracting Entity would be served without prejudice to the rights of other bidders.

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OKLAHOMA OPEN RECORDS ACT AND CONFIDENTIAL INFORMATION

All materials submitted to the Contracting Entity pursuant to this Bid or Proposal potentially become subject to the mandates of the Oklahoma Open Records Act, O.S. §§ 24A.1. *et seq.* The purpose of this Act is to ensure and facilitate the public’s right of access to and review of government records, so they may efficiently and intelligently exercise their inherent political power. Almost all “records,” as that term is defined in the Act, may be disclosed to the public upon request. Except where specific state or federal statutes create a specific and express exemption or confidential privilege, persons who submit information to public bodies have no right to keep this information from public access nor have a reasonable expectation that this information will be kept from public access.

If you believe that any of the information you have submitted to the Contracting Entity pursuant to this Bid or Proposal is exempt or confidential under a specific state or federal statute, and therefore not subject to public access under the Oklahoma Open Records Act, you must comply with the following:

1. Place said documents/records in a separate electronic file attachment marked “Confidential”. DO NOT label your entire Bid or Proposal as “Confidential” – label only those portions of the Bid or Proposal that you feel are exempt or are made confidential by state or federal law as “Confidential”.
2. For each such document for which you are claiming an exemption or a confidential privilege, identify the federal and/or state law that creates said privilege, e.g., for trade secrets, see 21 O.S. § 1732 (Larceny of Trade Secrets) and the Uniform Trade Secrets Act, 78 O.S. §§ 85, *et seq.*

Should an Open Records request be presented to the Contracting Entity requesting information you have identified as “Confidential,” you will be responsible for defending your position in the District Court, if needed.

If you fail to identify any records submitted as part of your Bid or Proposal as “Confidential”, you are agreeing that said records are not exempt or confidential and are subject to public access.

Upon receipt of a request by a third party to review or copy records properly identified as “Confidential,” you will be notified of the request and thereby given an opportunity to immediately enforce and protect your rights by initiating an action in a court of competent jurisdiction. Should you fail to timely bring an action to enforce your rights, then the requested records will be released by the Contracting Entity based upon its determination of the application of the Oklahoma Open Records Act.

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INTENT OF CONTRACT

The Oklahoma City Water Utilities Trust (OCWUT) will accept electronic bids for the purchase of powdered activated carbon (PAC) for the Utilities Department. The Utilities Department is requesting pricing in bulk quantities.

CONTRACTING ENTITY

The term "Contracting Entity" as used throughout this Pricing Agreement/Contract shall mean The City of Oklahoma City and any participating Public Trust which chooses to avail itself of the goods or services from the resultant Pricing Agreement/Contract. Should a participating Public Trust, of which The City of Oklahoma City is Beneficiary, choose to avail itself of goods or services from the resultant Pricing Agreement(s)/Contract(s), the Bidder(s) will honor the terms and conditions, including price, of the Pricing Agreement(s)/Contract(s).

BIDDER

Upon award of this Pricing Agreement/Contract, the term "Bidder" shall mean the contracting party supplying the goods and/or services.

SCOPE OF PRICING AGREEMENT/CONTRACT

The Bidder shall furnish and supply the below listed item(s) in accordance with the terms, conditions and provisions set forth herein.

The Contracting Entity reserves the right to award this Pricing Agreement/Contract to a single Bidder or to multiple Bidders, whichever is deemed to be in best interest of the Contracting Entity. You may bid on some or all items. If you choose not to bid on one of the items respond by typing, "No Bid" in the "Note to Buyer" field of the Line Item in the BidSync system.

SUBSTITUTE OFFERS

If the bid specifications provide that the Contracting Entity is accepting substitute offers for a good or service, this option will be available for bidders in BidSync when completing the electronic bid packet. The Contracting Entity is under no obligation to accept a substitute offer.

PRICING AGREEMENT/CONTRACT PERIOD

The pricing agreement shall be effective for a period of three (3) years, with an option to renew for two (2) additional one (1) year terms, as approved by the Oklahoma City Water Utilities Trust.

The Bidder's performance will be evaluated on an ongoing basis during the duration of this contract. Based on these evaluations, the OCWUT's General Manager and/or appointed designee will determine if any problems exist. The following criteria will be applied in the contract evaluation performance process:

- The ability, capacity, and skills utilized by the contracted Bidder in the performance of the contract and providing the services required;

OCWUT 18-23 Powdered Activated Carbon (PAC)

- Whether the contracted Bidder performed the requirements of the contract in providing the service promptly, or within the time specified, without delay or interference;
- The quality, availability and adaptability of the supplies, materials, and repair parts furnished to the particular use required.

The Contracting Entity reserves the right to apply Contract Cancellation/Order of Precedence in the event of Bidder's inability to perform the requirements of the contract.

CONTRACT CANCELLATION/ORDER OF PRECEDENCE

The Contracting Entity reserves the right to cancel this contract with 30 days written notice to said Bidder in the event of the contracted Bidder's inability to satisfactorily perform the requirements of the contract.

In the event of an inconsistency between provisions of this Pricing Agreement/Contract, the inconsistency shall be resolved by giving precedence in the following order: (i) Pricing Agreement/Contract articles, (ii) Bid Specifications, (iii) Notice to Bidders, (iv) General Instructions and Requirements for Bidders, (v) other requirements provided by the Contracting Entity in the bid packet, then (vi) attachments, notes and exceptions by Bidders.

DELIVERY

Bidders shall specify their proposed delivery times for the requested goods and services in the Line Item pricing area in the electronic bidding system. If a deadline is specified and no alternative is proposed, the Bidder will have agreed to meet the stated deadline of (7) calendar days for normal deliveries and twenty-four (24) hours for emergency deliveries.

The Contracting Entity shall not be held liable for any and all damages sustained by Bidders for delivery of materials and/or services awarded by contract.

Bidder's delivery schedule shall be an important criterion in the evaluation of bids and recommendations for contract awards. The successful Bidder shall be required to deliver materials and supplies **within 7 calendar days** after receipt of a purchase order from the Contracting Entity. An emergency delivery may be necessary from time to time in order to prevent the Contracting Entity from running out of a commodity used in the water treatment process within the next 24 hours. The Contracting Entity will endeavor to minimize the number of emergency deliveries.

SPECIFIC DELIVERY REQUIREMENTS

All deliveries shall be made Monday through Friday and arriving no earlier than 7:30 a.m. extending to such time that a normal unloading can be accomplished before 4:00 p.m. Unusual circumstances will receive consideration for any variance from these days and hours. Bidder's may be required to deliver split load to multiple site locations, **at no additional charge to OCWUT.**

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The risk from any cause shall be borne by the Bidder until actual delivery and acceptance by the Contracting Entity. Plant personnel will determine the inventories and order on an as needed basis.

The delivery location(s) are as follows:

LOCATION	ADDRESS	PHONE
Draper Water Treatment Plant	13700 S Douglas Blvd., Oklahoma City, Oklahoma	405-297-1414

SECURITY

The Bidder will be responsible for following all security procedures related to the delivery of powdered activated carbon at the Water Treatment Plants. The Bidder may be required to sign a non-disclosure affidavit before receiving a copy of these procedures.

SPILLAGE/CLEAN UP

The Bidder will be responsible for proper clean up and disposal of any delivery spills. An estimated of spillage will be deducted from the vendor's invoice. The Contracting Entity shall not be held liable for any and all damages sustained by the bidder for delivery of materials awarded by contract. The Bidder shall be liable for the cost of containment, clean up, and returning the site to the pre-spill condition.

QUALITY ASSURANCE

An independent laboratory, approved by the Contracting Entity, will sample and analyze each lot to be shipped for all physical, gradation, size, and chemical characteristics specified herein prior to shipment. The cost for testing the material shall be considered incidental and shall be borne by the Bidder.

BULK DELIVERY

Deliveries of Bulk PAC shall be approximately 15-20 tons, delivered via tanker trucks. **All shipments shall be accompanied by certified weight tickets. For billing purposes, the most recent weight ticket will be considered the valid weight ticket.**

The Contracting Entity will always attempt to purchase in full truckloads of PAC; however, the need may arise from time to time to purchase in partial truckloads of PAC. Bidders shall state what their shipping capacity is, along with any additional charge for shipping a partial load in the electronic bidding line item.

F.O.B. DESTINATION

The Bidder shall deliver each item F.O.B. Destination, Oklahoma City, Oklahoma, and to any and all points designated in the bid specifications. Inside delivery is required unless specifically and expressly stated in the bid specifications.

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INSPECTION AND ACCEPTANCE AT DESTINATION

Final inspection and acceptance shall be at destination. Although source inspection by the Contracting Entity is not anticipated under this contract, the provisions of this article shall in no way be construed to limit the rights of the Contracting Entity to otherwise conduct source inspections which it deems to be appropriate.

COMMERCIAL PACKAGING

Preservation, packaging, packing and marking will be in accordance with Bidder’s best commercial practice to provide adequate protection against shipping damage. Bidder is required to replace any goods damaged in shipping or delivery.

ESTIMATED ANNUAL REQUIREMENTS (NO GUARANTEE)

The quantity of any item, good, or service when shown in the price schedule as an estimate of an annual requirement is merely an estimate based on currently available information. The purchase of any such item or quantity of good or service is not guaranteed. Any offer conditioned upon a promise by the Contracting Entity to purchase a minimum or definite quantity of such an item will be rejected.

The Bidder agrees to furnish all quantities ordered by the Contracting Entity during the Pricing Agreement/Contract period.

The Contracting Entity agrees to place orders with the Bidder for all its requirements for those items shown in the price schedule, as awarded, except as follows:

- a) Quantities of items needed under conditions of emergency or public exigency as approved by the Purchasing Agent.
- b) Quantities of items obtainable from State contracts, as approved by the Purchasing Agent.
- c) Quantities of items where federal funds are involved, and other action is warranted for federal regulatory compliance purposes.
- d) Quantities of items awarded under specific and separate pricing agreements/contracts.
- e) Quantities of items which otherwise are determined to be outside the general scope and intent of this Pricing Agreement/Contract.

If requirements for any awarded items do not materialize for the quantity estimated in the applicable price schedule, such failure shall not constitute grounds for equitable adjustment or additional compensation.

There is no obligation to purchase any items from this Pricing Agreement/Contract, and purchases made in future fiscal years or other contract periods are subject to future appropriations and availability of funds.

The Contracting Entity may request Bidder provide quantity discounts when making larger purchases. Quantity discounts will be requested from all Bidders when multiple Pricing Agreements/Contracts are awarded.

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PAYMENT METHODS

The ordering departments will utilize purchase order numbers or purchasing cards for ordering the goods and services they require as the need arises during the Pricing Agreement/Contract period.

The Contracting Entity shall not be held liable for any damages sustained by any Bidder for delivery of goods or services awarded by Pricing Agreement/Contract unless accompanied by an authorized purchase order or purchasing card reference name and number. Delivery of goods or services to any department of Contracting Entity without a purchase order document, purchase order number or purchasing card reference name and number given at the time the order is placed shall constitute an unauthorized purchase.

PAYMENT/INVOICE

Payments will be processed promptly after completion of delivery of ordered items and after receipt of properly prepared invoices.

FOR ORDERS PLACED BY PURCHASE ORDER: The original invoice must be mailed directly to The City of Oklahoma City, Accounts Payable, 100 N. Walker Avenue, Suite 200, Oklahoma City, Oklahoma 73102, or invoices may be e-mailed to accountspayable@okc.gov. If invoices are e-mailed, a paper copy should not be mailed. This information is printed on the front of each purchase order. Copies of invoices may be sent to other addresses upon request. However, if the original invoice is sent to any other address, payment will be delayed, or may not be processed at all. Should another trust or government entity be using this contract they may request a different invoice address.

FOR ORDERS PLACED BY PURCHASING CARD: Do not send invoices, statements etc. to Accounts Payable for purchasing card orders. Please send all purchasing card documents directly to the cardholder. Cardholders are required to submit itemized transaction details such as invoice/delivery tickets with their monthly purchasing card statement. This is a vital part of the monthly reconciliation process. Your cooperation is appreciated. City and/or Trust employees are required, when possible, to use a purchasing card for purchases under the amount of \$5,000 for a single transaction. For single transactions over \$5,000, the bidder may request payment be completed by issuance of a purchase order. Processing fees may not be added when a purchasing card is used. The bid price is expected to cover any fees a bidder may incur.

Invoices must contain the following information:

- a) Bidder's name and address
- b) Ship to address (department name)
- c) Purchase order number - **MUST BE INDICATED ON THE INVOICE**
- d) Itemization of each item purchased to include:
 - 1) description/stock number
 - 2) unit price
 - 3) quantity
 - 4) unit of issue (each, box, dozen, pound, etc.)

- 5) total price
- e) Total amount of invoice
- f) Date of delivery

Invoices should not reflect any outstanding backorders.

INSURANCE REQUIREMENTS

The following insurance requirements are applicable and must be obtained prior to contract award if the bid submitted includes on-site installation, on-site maintenance services or other repair services to be performed on the Contracting Entity's property, or if insurance coverage is otherwise requested by the Contracting Entity.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

The Bidder shall carry Worker's Compensation Insurance in amounts as prescribed by the laws of the State of Oklahoma.

GENERAL LIABILITY INSURANCE: The Bidder shall carry a general liability insurance policy to protect the Bidder and any the Contracting Entity as Additional Insured from claims for property damage and bodily injury including death, or other loss which may arise directly or indirectly from the activities, omissions, and operations of the Bidder under the Agreement, whether such activities, omissions, and operations be by the Bidder, its subBidders, or by anyone employed by or acting for the benefit of the Bidder in conjunction with this Agreement. The general liability policy shall have, at a minimum, the following coverage amounts:

Property Damage Liability - Limits shall be carried in the amount of not less than twenty-five thousand dollars (\$25,000) to any one person for any single claim for damage to or destruction of property arising out of a single act, accident, or occurrence.

All Other Liability - In the amount not less than one hundred seventy-five thousand dollars (\$175,000) for claims including accidental death, personal injury, and all other claims to any one person out of a single act, accident, or occurrence.

General Aggregate Limit- In an amount not less than one million dollars (\$1,000,000) for any number of claims arising out of a single act, occurrence or accident.

AUTOMOBILE LIABILITY INSURANCE – The Bidder shall maintain automobile insurance coverage in, at a minimum, the amounts required by Oklahoma law as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles and equipment when said vehicles or equipment is utilized to meet the requirements of this contract.

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The insurance policies required herein shall be issued by a company authorized to do business in the state of Oklahoma and acceptable to Contracting Entity. Upon request, the Contracting Entity shall be furnished with a Certificate of Insurance evidencing all of the above-referenced requirements. All policies shall be in the form of an “occurrence” insurance coverage or policy. If any insurance is written in a “claims made” form, the Bidder shall also provide tail coverage that extends a minimum of two years from the expiration of the Pricing Agreement/Contract. Unless stated otherwise above, all policies must be fully insured with any single deductible not exceeding \$25,000. Bidder or Bidder’s insurance company must provide Contracting Entity at least thirty (30) days’ prior written notice of any cancellation or material coverage change in their policies. **The Contracting Entity shall be listed as a Certificate Holder. This Pricing Agreement/Contract requires that Contracting Entity, including The City of Oklahoma City and its participating public trusts to this Contract/Agreement whether named herein or by reference only, be named as additional insured on the Bidder’s insurance policies, except Worker’s Compensation and Employer’s Liability Insurance, to the full limits of the policies and consistent with the same coverages available to the named insured. Any blanket additional insured endorsement which limits coverages to any Contracting Entity is not compliant with this Pricing Agreement/Contract and shall be considered a breach. Contracting Entity must be provided with a Certificate of Insurance or Endorsement evidencing Contracting Entity’s additional insured status prior to contract award. The policy description shall state the following: “Additional insured(s) on the listed policies are those required in the contract.”**

Unless otherwise approved by the Contracting Entity prior to contract award, self-insured retentions will not be accepted unless accompanied by a bond or irrevocable letter of credit guaranteeing payment of the losses, related investigations, claim administration, and defense expenses not otherwise covered by the Bidder’s self-insured retention.

GENERAL PROVISIONS

The following documents are attached or by this reference incorporated as a part of this Pricing Agreement/Contract:

- a. Bid/Pricing Agreement/Contract Form & Non-Discrimination Statement
- b. Anti/Non-collusion Affidavit
- c. General Instructions and Requirements for Bidders
- d. Specifications
- e. Oklahoma Open Records Act and Confidential Information

SAFETY/RESPONSIBILITY

The Bidder is to assure their employees are work and safety-trained, knowledgeable of all job-related hazards and must document training of their employees. The Bidder must assure their employees follow all safety rules; and must report to plant personnel any hazards and/or occurrence.

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SAFETY DATA SHEETS

Any Bidder supplying goods or materials to the Contracting Entity that require a Safety Data Sheet (SDS) will furnish the required sheet or a composite concentration list in one of the following manners:

- Submitted as part of the proposal document
- Submitted prior to Agreement/Contract award
- Submitted with the product invoice
- Submitted at the request of the Contracting Entity

In all instances, the Bidder shall furnish the safety data sheets with the products at delivery, and shall comply with all local, state and federal laws providing for identification of materials transported to the Contracting Entity. The appropriate proposal number, Agreement/Contract number, delivery ticket number, or invoice number shall be clearly marked on the safety data sheet or the composite concentration lists. Information regarding Safety Data Sheets can be found on-line at <https://www.osha.gov/Publications/OSHA3514.html>. Any question regarding this requirement should be directed to the following address:

Oklahoma City Risk Management Division
420 W. Main Street, Suite 630
Oklahoma City, Oklahoma 73102
(405) 297-3891

COST ADJUSTMENT TERMS

Prices shall remain firm throughout the first twelve months of the contract period. At the request of the bidder, unit prices can be adjusted annually based on the year-over-year increase or decrease in the U.S. Bureau of Labor's Consumer Price Index, South Region. To find the CPI-U (South Region, All Urban Consumers), go to www.bls.gov/cpi. Charts are available on this website to show CPI for the previous 10 years.

For purposes of calculating an adjustment for the ensuing year, the base rate for the adjustment shall be the Target unit cost and labor rates in effect on the last day of the previous twelve months of the Agreement. Adjustments to the unit prices will be made only in units of one cent (\$0.01).

Cost adjustments are calculated in the following manner:

$$\text{New Unit Price} = \text{Existing unit price(s)} * (((\text{CPI}_n - \text{CPI}_o) / \text{CPI}_o) + 1)$$

Where, CPI_n = Consumer Price Index-U (All Urban Consumers), South Region, all items for the calendar month and year of the adjustment.

CPI_o = Consumer Price Index-U (All Urban Consumers), South Region, all items for the previous calendar month and year.

A valid written request consists of the following:

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OCWUT 18-23 Powdered Activated Carbon (PAC)

- Letter requesting price increase(s) must be submitted on your company letterhead along with the combined CPI_n and CPI_o chart from www.bls.gov/cpi.
- Signed by an officer or someone authorized to execute contracts on company's behalf
- Reference the assigned contract number
- Reference the Contracting Entity's bid number
- Reference the title of the contract (e.g. Hefner Water Treatment Plant – Emergency Generators, etc.)
- Must be submitted to: The City of Oklahoma City, Utilities Department, Contracts Administration Section, 420 W. Main Street, Ste. 500, Oklahoma City, OK 73102. Requests emailed to ww-procurement@okc.gov are acceptable.

WARRANTY

The Bidder warrants that at the time of delivery, all items furnished under this Pricing Agreement/Contract will be free from defects in material or workmanship and will conform to the specification and all other requirements of this Pricing Agreement/Contract. All Bidders will furnish with their bid one copy of their warranty applicable to the supplies or equipment to be furnished.

As to any item, which does not conform to this warranty, the Bidder agrees that the Contracting Entity shall have the right to reject and return each nonconforming item to the Bidder for correction or replacement at the Bidder's expense or require equitable adjustment in the Pricing Agreement/Contract price. This warranty shall be in addition to any other rights of the Contracting Entity. All equipment warranties shall start on the date of installation and will be for the full term of said warranty.

ADDENDA

It is the Bidder's responsibility to log into the electronic bidding system to monitor any addenda that may be issued during the process. A Bidder's bid will not be accepted if all addenda have not been acknowledged by the Bidder through the electronic bidding system. If you are set up for electronic notifications through the electronic bidding system, you should receive a notification by e-mail when addenda are issued.

RIGHT TO ACCEPT OR REJECT AND WAIVING OF FORMALITIES

The Contracting Entity reserves the right to reject any or all bids, to waive certain formalities, or to award the contract to the lowest and best bidder depending upon the selection criteria.

WHOLE AGREEMENT

It is expressly agreed by and between the parties hereto that the provisions embodied in the bid contain all covenants, agreements, obligations, rights, duties and stipulations agreed upon by the

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parties hereto upon the execution hereof. No statements or representations, oral or written, not incorporated herein shall be considered to be a part of the Agreement.

INDEPENDENT BIDDER

Bidder is, and shall remain at all times, an independent Bidder with respect to activities and conduct while engaged in the performance of services for the Contracting Entity under this contract. It is expressly understood and agreed by the parties that Bidder shall perform all work and services described herein as an independent Bidder and not as an officer, agent, servant, or employee of Contracting Entity or the City of Oklahoma City; that Bidder shall have exclusive control of and the exclusive right to control the details of the work and services performed hereunder and all persons performing the same; that Bidder shall be solely responsible for the acts and omissions of its officers, agents, employees, and Bidders, if any; and that nothing herein shall be construed as creating a partnership or joint venture between the Contracting Entity, Oklahoma City and the Bidder.

INDEMNITY REQUIREMENTS

The Bidder assumes all risks incidents to or in connection with its purpose to be conducted herein under and shall indemnify, defend and save the OCWUT harmless from damage or injuries of whatever nature or kind to persons or property arising directly or indirectly out of the Bidder's operations and transportation of the OCWUT's equipment to and from repair site regardless of the fault and arising from acts or omissions of its employees regardless of fault and shall indemnify, defend, and save harmless the OCWUT from any penalties for violation of any law, ordinance or regulation affecting or having application to said operation.

Under Oklahoma law, the City and the public trusts of which the City is a sole beneficiary are prohibited from indemnifying the Contracting Entity or any third party. See, e.g., 2012 OK AG 18, 2006 OK AG 11, 1978 OK AG 256, and the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 et seq., as amended. Accordingly, bidders should delete any requirement for indemnification by the City or its Trusts from any contracts proposed in response to this bid. The City and its Trusts reserve the right to eliminate or exclude from consideration any bidder that requires a clause.

CLARIFICATION

Any explanation, clarification, or interpretation desired by a Bidder regarding any part of the solicitation must be requested in writing with sufficient time allowed for a written addendum to reach each Bidder before the submission of their bid. Interpretations, corrections, or changes to the solicitation made in any other manner are not binding upon the Contracting Entity, and Bidders shall not rely upon such interpretations, corrections, or changes. Oral explanations or instructions given before the award of the pricing agreement are not binding.

Technical questions are to be addressed through the electronic bidding system and the Buyer will respond electronically and issue addenda, if necessary.

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OCWUT 18-23 Powdered Activated Carbon (PAC)

These specifications constitute a vital part of the Bidder's bid proposal. The proposed bid must be submitted on these specifications and include any addenda. Failure to do so will result in a recommendation of bid rejection.

UNDUE INFLUENCE

Upon advertising this solicitation, no officer, employee, agent, or representative of the Bidder shall have any contact or discussion, verbal or written, with any representative of the Contracting Entity (i.e. Trust Officer, City Council member, City staff, etc.) either directly or indirectly through others in which the Bidder seeks to influence any representative of the Contracting Entity regarding any matters pertaining to this solicitation.

Contacts by the Bidder with the Contracting Entity that do not pertain to a solicitation are exempt from this provision. Examples of these exempt contacts are:

- Private, non-business, contacts with the Contracting Entity by the Bidder's employees acting in their personal capacity
- Business contacts outside of this solicitation that the Contracting Entity may have with the Bidder
- Presentations and/or responses to inquiries initiated by the Contracting Entity
- Pre-bid or pre-proposal conferences
- Discussions with The City Procurement Agent, buyer or departmental contact as outlined in the bid packet

If a representative of any Bidder submitting a bid violates the foregoing prohibition by contacting any of these parties, such contact may result in the Bidder being disqualified from the procurement process.

AWARD METHODOLOGY

The Contracting Entity anticipates awarding the Pricing Agreement for "OCWUT 24-20" on the Bidder's ability to meet the requirements of the specifications, lowest and best unit price of the following technical specifications; and best delivery schedule.

- A. The Contracting Entity reserves the right to award this contract by line item, by group of items, or all items of the bid; to reject any or all bids in whole or in part, if it is in the best interest of the Contracting Entity. All or none" type bids will be considered only when it is deemed by the Contracting Entity to be in its best interest.
- B. The Contracting Entity may choose to award contract(s) of a particular item or group of items to one or more Bidder. Generally, the Bidder (s) will be identified as Primary or Secondary Bidder for the items or group of items based on the lowest and best bids(s) for those items or groups of items. From time to time, the Contracting Entity will make a multiple award of a particular item or group of items due to the uniqueness of products or services available based on received bids and the needs of the Contracting Entity. In the event all bid(s) received for a single item or groups of items exceed the stated delivery

OCWUT 18-23 Powdered Activated Carbon (PAC)

requirements, the Contracting Entity reserves the right to consider the bids. In the event of similar/identical bids per line item or group of items, the award may be based on shortest delivery as per response from the vendor's delivery schedule sheet.

Normally, the Contracting Entity will endeavor to procure the materials and/or services only from the Primary Bidder. If for any reason(s) the Primary Bidder is unable to meet the requirements for the materials and/or services within the contracted period, or in emergency situations, unable to meet the critical needs as required, the Contracting Entity may procure such materials and/or services from the Secondary Contracted Bidder in that order, to meet its critical requirements.

Product Samples

Bidders shall provide the Contracting Entity with the two, five-pound samples of any products submitted for bid. Samples must be received no later than 5 p.m. (CST) on June 21, 2023, or no later than 5 p.m. (CST) on the day the bid closes in the event the bid is extended. Bidders are solely responsible for ensuring the samples are received by the deadline. Samples not received by the deadline may not be considered for award. NOTE: Carbon samples shall be sent to the following address:

Oklahoma City Water Utilities Trust
Utilities Department
Attn: Brooke Carrizales
500 W. Main St., Suite 100
Oklahoma City, Oklahoma 73102

The Contracting Entity will perform tests in order to determine the overall lowest and best bidder(s) based on the lowest estimated treatment cost in dollars per million gallons and the efficiency of total organic carbon and/or taste and odor compound removal with the affected waters. The Contracting Entity shall be the final authority in determining the lowest and best bidder(s) of the different carbons selected for removal of specific materials.

Notice of Nonconformance

Nonconformance of activated carbon supply and/or shipment shall be based on:

- A certified test report and/or documentation from the Contracted Vendor as to the quality of activate carbon to be shipped;
- Or analytical tests performed by a certified laboratory, on either a sample provided by the supplier;
- Or collected by the Contracting Entity that shows the activated carbon shipment does not meet the requirements of this specification.

If the activated carbon delivered does not meet the chemical, physical, safety, or security requirements of this specification, the Contracting Entity shall notify the Contracted Vendor of this nonconformance and seek appropriate retest and/or material replacement within ten days. The Contracting Vendor agrees that the invoiced price shall be reduced by fifteen percent (15%) if the materials are in the Contracting Entity's equipment. The Contracting Entity reserves the right to reject each supply and/or shipment that is determined to be in nonconformance.

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TECHNICAL SPECIFICATIONS

Pricing must be submitted through the Line Item area of the electronic bidding system.

The Technical Specifications are attached as a fillable form with BidSync (**Bid Form A**). Bidders must respond to each specification to whether the Bidder can meet the requirements. This form must be filled out in order for a bid to be considered. The City uses and estimated amount of 52.5 tons a month.

Powdered Activated Carbon (PAC)

The Powdered Activated Carbon (PAC) covered in these specifications shall comply with the AWWA Standard B-600-10 for PAC. The activated carbon shall meet ANSI/NSF 61 Drinking Water System Components- Health Effects certification in compliance with regulations of the Oklahoma Department of Environmental Quality. To meet this requirement, both the manufacturer and supplier must have ANSI/NSF 61 certification for activated carbon.

Chemical Content - PAC

The Powdered Activated Carbon (PAC) must meet the following specifications:

Description	Requirement
1) Food Chemical Codex	Meet
2) Moisture Content	Maximum 5% by weight as packaged
3) Apparent Density	Range 0.2g/cc to 0.75g/cc
4) Iodine Number	Minimum 500 mg/g
5) Tannin Number	Maximum 280
6) Particle Size Distribution: a. Shall pass a #100 mesh sieve b. Shall pass a #200 mesh sieve c. Shall pass a #325 mesh sieve	a. Minimum 99% b. Minimum 95% c. Minimum 90%

Notice to Nonconformance

Nonconformance of activated carbon supply and/or shipment shall be based on:

- A certified test report and/or documentation from the bidder as to the quality of activated carbon to be shipped;
- Or analytical tests performed by a certified laboratory, on either a sample provided by the supplier;
- Or collected by the Contracting Entity that shows the activated carbon shipment does not meet the requirements of the specification.

If the activated carbon delivered does not meet the chemical, physical, safety, or security requirements of this specification, the Contracting Entity shall notify the bidder of this nonconformance and seek appropriate retest and/or material replacement within ten days. The bidder agrees that the invoiced price shall be reduced by fifteen percent (15%) if the materials

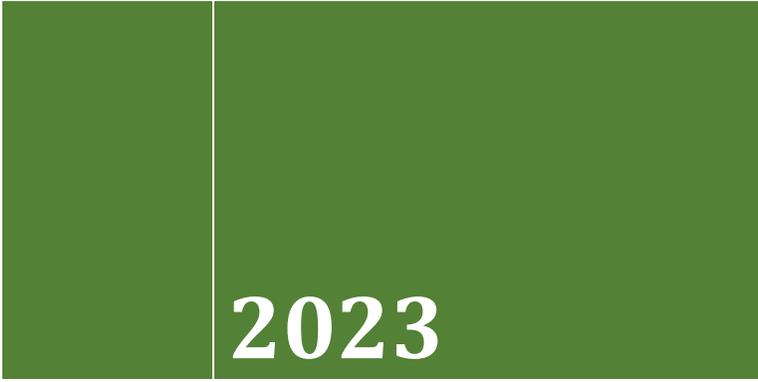
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OCWUT 18-23 Powdered Activated Carbon (PAC)

are in the Contracting Entity's equipment. The Contracting Entity reserves the right to reject each supply and/or shipment that is determined to be in nonconformance.

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BID FORM A

**POWDERED ACTIVATED CARBON
OCWUT 18-23**

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Bid Form A

Technical Specifications – Powdered Activated Carbon (PAC)

Failure to complete the specification/evaluation requirements may result in a recommendation to reject bid. This bid form is to be submitted along with the Bidder’s chemical specification sheet(s).

SPECIFICATIONS	BIDDER’S RESPONSE
1. Is chemical ANSI/NSF Standard 60 certified?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Does PAC meet AWWA-B-600-10?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Please provide the Manufacturer’s Brand Name:	<input type="text"/>
4. Does PAC meet food chemicals Codex?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. Moisture Content? Maximum 5% by weight as packaged.	<input type="text"/> %
6. Apparent Density? Range 0.2 g/cc to 0.75 g/cc.	<input type="text"/> g/cc
7. Iodine Number? Minimum 500 mg/g.	<input type="text"/> Mg/g
8. Tannin Number? Maximum 280.	<input type="text"/>
PARTICLE SIZE DISTRIBUTION	
10a. Shall pass a #100 mesh sieve, Minimum 99%	<input type="text"/> % Min
10b. Shall pass a #200 mesh sieve, Minimum 95%	<input type="text"/> % Min
10c. Shall pass a #325 mesh sieve, Minimum 90%	<input type="text"/> % Min
Cost Per Ton: (Delivered)	\$ <input type="text"/>
Comments:	<input type="text"/>

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**BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION
STATEMENT**
**BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS
DOCUMENT PRIOR TO SUBMITTING IN THE ELECTRONIC BID SYSTEM**

**Please be aware that typing in your password acts as your electronic signature, which is
just as legal and binding as an original signature.**

(See Electronic Signatures in Global and National Commerce Act for more information.)

**THIS DOCUMENT MUST BE ELECTRONICALLY SIGNED AND SUBMITTED WITH THE BID
OR THE BID WILL BE REJECTED**

INSTRUCTIONS: This document MUST be electronically signed and submitted with the bid for the bid to be valid. Failure to electronically sign the this document prior to submitting the electronic bid will result in rejection of your bid. This document constitutes your bid and will be the Pricing Agreement/Contract document under which you are to perform, should your bid be accepted, so it must be properly and completely executed. It is, therefore, essential that you are aware of its terms, as well as those contained in the specifications.

Submit this electronically signed document, along with all accompanying documents:

THIS PRICING AGREEMENT/CONTRACT is made and entered into, by and between hereinafter referred to as "Bidder" and The City of Oklahoma City, a municipal corporation, or a participating Public Trust of which The City of Oklahoma City is Beneficiary hereinafter referred to as the "Contracting Entity."

WITNESSETH:

WHEREAS, the governing body of the Contracting Entity has approved certain specifications and requested by notice that bids be submitted thereon; and

WHEREAS, this document until executed by the Mayor/Chairman of the Contracting Entity constitutes the Bidder's proposal; and

NOW, THEREFORE, that in consideration of the covenants, agreements and representations as hereinafter set forth, it is mutually agreed by the parties that:

1. The Bidder agrees to sell and deliver to the Contracting Entity, the items of material and/or services, specified in the pricing section of the electronic bid submittal, which is attached hereto and made a part of this Pricing Agreement/Contract. List the prompt payment discount, if any, for this agreement in the space provided below:

Discount for Prompt Payment % Days

2. The Bidder expressly warrants that all articles, material, and/or work covered in this Pricing Agreement/Contract will conform to the specifications and electronic bid documents attached to this bid and are hereby incorporated, as if set forth in full herein; and further warrants that the same shall be of good material and workmanship, and free from defects.

3. The Bidder understands that all bids are to be submitted in U.S. dollars at a firm price. Bids submitted in any currency other than U.S. dollars will be rejected.

4. The Bidder also understands that all invoices shall be submitted in U.S. dollars and agrees to accept payment in U.S. dollars as full satisfaction of the invoiced amount.

5. If any of the goods fail to meet the warranties contained in Paragraph 2, above, the Bidder, upon notice from the Contracting Entity, shall promptly correct or replace the same at the Bidder's expense. If the Bidder shall fail to so do, the Contracting Entity may cancel this order as to all such goods, and in addition, may cancel the then remaining balance of this order. After notice to the Bidder, all such goods will be held at the Bidder's risk. The Contracting Entity may, at the Bidder's direction, make available such goods to be returned to the Bidder at the Bidder's

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risk, and all transportation charges, both to and from the original destination, shall be paid by the Bidder. Any payment for such goods shall be refunded by the Bidder unless the Bidder promptly corrects or replaces the same at the Bidder's expense.

6. The Contracting Entity agrees to pay to the Bidder the price and amount in accordance with Paragraph 1 above, based on the quantity actually purchased, upon delivery to and acceptance by the Contracting Entity, of the material and/or service[s] above described and upon the filing by the Bidder, and approval by the Contracting Entity, of a verified claim for the amount due.

7. The Bidder agrees, in connection with the performance of work under this Pricing Agreement/Contract:

a. That the Bidder will not discriminate against any employee or applicant for employment, because of race, creed, color, sex, age, national origin, ancestry or disability. The Bidder shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, age, national origin, sex, ancestry or disability. Such actions shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Bidder agrees to post, in a conspicuous place available to employees and applicants for employment, notices to be provided by the City Clerk/Secretary of the Contracting Entity setting forth the provisions of this section, and;

b. That the Bidder agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Pricing Agreement/Contract.

8. In the event of the Bidder's non-compliance with the above non-discrimination clause, this Pricing Agreement/Contract may be canceled or terminated by the Contracting Entity. The Bidder may be declared by the Contracting Entity ineligible for further Pricing Agreement[s]/Contract[s] with the Contracting Entity until satisfactory proof of intent to comply is made by the Bidder.

9. The risk of loss or damage shall be borne by the Bidder at all times until the acceptance of goods, properly packed, by the Contracting Entity.

10. This Pricing Agreement/Contract, specifications, electronic bid submittal documents and any attachments constitutes the entire understanding and agreement of the parties upon the subject matter hereof. There is no agreement, oral or otherwise, which is not contained in or attached to this Pricing Agreement/Contract. This Pricing Agreement/Contract may not be modified or assigned unless approved in writing and signed by both parties.

11. The parties assume and understand that the variables in the Bidder's cost of performance may fluctuate; consequently, the parties agree that any fluctuations in the Bidder's costs will not alter the Bidder's obligations under this Pricing Agreement/Contract nor excuse performance or delay on the Bidder's part.

12. This Pricing Agreement/Contract shall be inoperative during such period of time that the aforesaid delivery or acceptance may be rendered impossible by reason of fire, Act of God or government regulation. Provided, however, to the extent that the Bidder has any commercially reasonable alternative method of performing this Pricing Agreement/Contract by purchase on the market or otherwise, the Bidder shall not be freed of any obligations hereunder by this clause, even though the goods intended for this Pricing Agreement/Contract were destroyed or their delivery delayed because of an event described above.

13. The shipping or receiving of any goods under this Pricing Agreement/Contract shall not be deemed, or be, a waiver of any right to damages for any prior failure to ship or receive any goods.

14. This Pricing Agreement/Contract shall be governed by the laws of the State of Oklahoma.

15. The Bidder shall be responsible for complying with all applicable federal, state and local laws.

16. If submitting a bid for services, the Bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at www.dhs.gov/E-Verify.

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The undersigned individual states that the Bidder will be bound by all components of its bid, the specification, the terms and conditions of the Pricing Agreement/Contract, and the requirements for Bidders.

WITNESS the hands of the parties hereto:

THIS FORM MUST BE ELECTRONICALLY SIGNED AND SUBMITTED WITH THE BID FOR THE BID TO BE VALID

Note: The owner or an officer of the business or corporation may sign this document. A Corporate Seal or a letter of authorization is needed for any other signer. For instance, if a Salesman or Manager signs this form, a letter of authorization or Corporate Seal is to be attached.

Type Name of Authorized Agent

Title of Authorized Agent

Company Name and Address

Zip Code

Telephone Number and Fax Number if any

BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature.

(See Electronic Signatures in Global and National Commerce Act for more information.)

THIS FORM MUST BE ELECTRONICALLY SIGNED AND SUBMITTED WITH THE BID OR THE BID WILL BE REJECTED

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NON-COLLUSION AFFIDAVIT

BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT PRIOR TO SUBMITTING BID

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature.

(See Electronic Signatures in Global and National Commerce Act for more information.)

The undersigned, of lawful age, being duly sworn, upon oath, deposes and says: That the undersigned has the lawful authority to execute the within and foregoing proposal/bid for, and on behalf of, the Proposer/Bidder; that the Proposer/Bidder has not, directly or indirectly, entered into any agreement, express or implied, with any Proposer/Bidder, having for its object the controlling of the price or amount of such proposal/bid, the limiting of the proposals/bids or the Proposers/Bidders, the parceling or farming out to any Proposer/Bidder or other persons, of any part of the Agreement or any part of the subject matter of the proposal/bid, or of the profits thereof, and that Proposer/Bidder has not and will not divulge the sealed proposal/bid to any person whomsoever, except those having a partnership or other financial interest with the Proposer/Bidder in the said proposal/bid, until after the said sealed proposals/bids are opened.

The undersigned further states that the Proposer/Bidder has not been a party to any collusion: among Proposer/Bidders in restraint of freedom of competition, by any agreement to bid at a fixed price or to refrain from proposing; or with any City/Trust official, City/Trust employee or City/Trust agent as to the quantity, quality, or price in the prospective Agreement, or any other terms of the said prospective Agreement; or in any discussions between the Proposers/Bidders or City/Trust official, City/Trust employee or City/Trust agent concerning the exchange of money or other thing of value for special consideration in the letting of Agreement. The Proposer/Bidder states that it has not paid, given or donated or agreed to pay, give or donate to any City/Trust official, officer or employee of the City or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of Agreement pursuant to this Proposal/Bid.

Witness the hands of the parties hereto:

The undersigned states that the Proposer/Bidder will be bound by its proposal/bid, the specification, the terms and conditions of the Agreement, and the Requirements for Proposer/Bidders.

→ →THIS FORM TO BE COMPLETED BY THE PROPOSER/BIDDER PRIOR TO AGREEMENT APPROVAL ← ←

<input type="text"/>	<input type="text"/>
Type Name of Authorized Agent/Representative	Title
<input type="text"/>	
Company Name	
<input type="text"/>	<input type="text"/>
Address	Zip Code
<input type="text"/>	
Telephone Number and Fax Number, if any	

TO BE COMPLETED BY THE NOTARY:

State of *)
<input type="text"/>) SSS
County of *)
<input type="text"/>	

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[*State and County where notarized must be typed in for bid/proposal to be considered.][SAK1]

Signed and sworn to before me on this day of , by

[Day] [Month] [Year] [Print the name of the agent/representative who signed above.]

My Commission Number:

[Oklahoma] Type Name of Notary Public

My Commission Expires:

[Date/Year]

[49 Okla. Stat. 2011 §119]

BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT PRIOR TO SUBMITTING BID

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature.

(See Electronic Signatures in Global and National Commerce Act for more information.)

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BIDDER MUST ELECTRONICALLY COMPLETE THIS FORM PRIOR TO SUBMITTING BID

SUPPLIER CONTACT INFORMATION

The purpose of this form is to assist various City Departments and Trusts with placing orders.

Sales Contact:

Company Name:

Address:

Contact Person:

Email Address:

Telephone Number:

Fax Number:

Billing Contact:

Company Name:

Address:

Contact Person:

Email Address:

Telephone Number:

Fax Number:

Service Contact:

Company Name:

Address:

Contact Person:

Email Address:

Telephone Number:

Fax Number:

After Hours Emergency Number(s)

After Hours Emergency Number(s)

After Hours Emergency Number(s)

After Hours Emergency Number(s)

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(Internal use only)	
PeopleSoft Vendor ID: _____	Entered by: ____
Helpdesk Ticket #: _____	Date: _____

The Bidder's Name that is entered on the Bid/Pricing Agreement/Contract Form & Non-Discrimination Form should match the Business Name on the Vendor Registration Form

VENDOR REGISTRATION FORM

If you are a single member LLC classified as a Disregarded Entity on your W-9, you MUST provide the owner's SSN or EIN, not the LLC's EIN (see IRS pub 3402).

Select One:

- NEW DOMESTIC VENDOR** - Attach the most current IRS W-9 form, along with this form; both MUST be filled out in their entirety.
- NEW FOREIGN ENTITY** - Attach the most current, appropriate, IRS W-8 form, along with this form; both MUST be filled out in their entirety.
- UPDATE EXISTING VENDOR** - Attach the most current IRS W-9/W-8 form, along with this form; both MUST be filled out in their entirety.

SDBE Program: Please select all applicable vendor characteristics:

- Disadvantaged Business Enterprise DUNS Number (if any)
- Small Business - as defined by the U.S. Small Business Administration
- Women-Owned Business - % Women-Owned / Controlled %
- Minority-Owned Business - % Minority-Owned / Controlled % Ethnicity(ies)

If you checked any of the above boxes, please provide a brief description of your business:

If you checked any of the above boxes, do you wish to receive notifications of upcoming contract opportunities?

Mailing Addresses:

PURCHASE ORDERS

BUSINESS NAME

ADDRESS 1

PAYMENT REMITTANCE

BUSINESS NAME

ADDRESS 1

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ADDRESS 2

CITY

STATE

ZIP CODE

CONTACT PERSON

EMAIL ADDRESS

TELEPHONE NUMBER

ADDRESS 2

CITY

STATE

ZIP CODE

CONTACT PERSON

EMAIL ADDRESS

TELEPHONE NUMBER

Do you wish to receive payments by electronic funds transfer?

Any vendor who accepts payment confirms the following: the invoice is true and correct; the work, service or materials as shown by the invoice or claim have been completed or supplied in accordance with the plans, specifications, orders or requests furnished the vendor; and the vendor has made no payment, directly or indirectly, to any elected official, officer or employee of this City, of money or any other thing of value to obtain payment See [62 O.S. § 310.9](#).

I certify that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer is now debarred or otherwise declared ineligible by a public agency for bidding or furnishing materials, supplies or services, to any other public agency thereof. NOTE: Article IV, Section 11 of the City Charter prohibits employees of the City from having a proprietary interest in City Contracts. See 11 O.S. §8-113.

TYPE NAME OF PERSON AUTHORIZED TO SIGN

TITLE

BIDDER MUST ELECTRONICALLY COMPLETE AND SIGN THIS DOCUMENT PRIOR TO SUBMITTING INTO THE ELECTRONIC BID SYSTEM

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature.

(See Electronic Signatures in Global and National Commerce Act for more information.)

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CONTRACTOR/VENDOR BACKGROUND CHECKS FOR ACCESS TO OR WORK IN CITY AND TRUST BUILDINGS AND STRUCTURES

The City has established a policy to better secure City and/or Trust owned or operated buildings and structures by requiring background and fingerprint checks of Non-City employees as a condition precedent to entering City and/or Trust buildings and structures. **Contractor/vendor employees and agents who will be required to enter City and Trust buildings and structures to perform a City or Trust Contract will be required to obtain and provide an Oklahoma State Bureau of Investigation background and fingerprint check to the General Service Director or designee before such Contractor/Vendor employee or agent will be permitted to enter City and/or Trust buildings and structures unescorted, at their cost.**

The General Services Director will establish and maintain a list of Non-City employees authorized to enter City and/or Trust buildings and structures. Background and fingerprint records will be maintained by the General Services Department in a secure location within the City's internal network. Said records will be destroyed within sixty days of: 1) final acceptance by the City Council in the case of construction projects, 2) termination or expiration of a procurement pricing agreement, 3) termination or expiration of an engineering, architectural or planner agreement, or 4) termination or expiration of a professional services agreement, unless the Contractor/Vendor has another contractor or agreement. The City reserves the right and authorizes the General Services Director or designee to request and require any such background check be updated and resubmitted. In addition, the Contractor/Vendor acknowledges and agrees that Contractor/Vendor employees and agents will be asked to verify their identity with a government issued picture identification (Driver's License, Passport, Oklahoma issued Identification Card) from the employee or agent's state of residence to enter City and/or Trust owned or operated buildings and structures.

Arrest and/or conviction records may disqualify Contractor/Vendor employees or agents from access or for work in City or Trust buildings and structures.

In addition to the Sex Offenders Registration Act (57 O.S. Section 581 *et seq.*) and the Mary Rippey Violent Crime Offenders Registration Act (57 O.S. Section 591 *et seq.*), the following criteria will be used when reviewing Contractor/Vendor employee or agent requests for building access:

- (a) Any unpardoned felony conviction or plea of nolo contendere may be disqualifying, depending on the nature of the conviction and the relation to the scope of the contract or price agreement, except under the following circumstances:
 - 1. Access to City or Trust buildings and structures is contingent upon successful completion of two (2) years of a deferred or suspended sentence (if the sentence exceeds two (2) years), otherwise, after successfully serving the complete sentence. Applicants must submit two (2) favorable written references, one (1) of which must be from an employer with whom the individual has worked within the last two years. Situations where the applicant is unable to provide a written reference from an employer with whom the individual has worked within the last two (2) years will be reviewed by the General Services Director or designee on a case-by-case basis.
 - 2. Applicants convicted of a felony and ordered to serve time with the Department of Corrections may be eligible for access, depending on the nature of the conviction and the position sought, two (2) years from the date of parole. Applicants must submit two (2) favorable written references, one (1) of which must be from an employer with whom he or she has worked within the last two (2) years will be reviewed by the General Services Director or designee on a case-by-case basis.

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- (b) Any unpardoned conviction(s) involving the following offenses may be disqualifying: moral turpitude; non-consensual sex acts; distribution or trafficking of controlled dangerous substances; assault and battery with a dangerous weapon, or any offense involving a minor as a victim.
- (c) Any applicant who has been convicted of a felony, is a current defendant of a Victim Protection Order (VPO) or has been convicted of a misdemeanor crime of Domestic Violence, will not be considered for facility access. Misdemeanor convictions and traffic violations will be evaluated on an individual basis and may be disqualifying.
- (d) Any applicant with a pending felony or misdemeanor charge (other than minor traffic violations) will be ineligible for access, until a final disposition of the charge is made.
- (e) Any conviction that has been pardoned or expunged cannot be considered in a facility access decision.

If it is determined that information obtained through the applicant's OSBI criminal records check makes the applicant unsuitable for access to City or Trust buildings or structures, the General Services Department will notify the applicant immediately and provide a copy of any criminal record information.

- (a) The applicant will be given seven (7) business days to provide information that negates the validity and relevance of the criminal record. If the information obtained through the criminal records check cannot be invalidated by the applicant, the applicant will be denied facility access.
- (b) In determining an applicant's suitability for facility access, the General Services Department will consider information including, but not limited to the following:
 - 1. Relevance of the crime to the proposed work to be performed.
 - 2. Nature of the work to be performed;
 - 3. Recency of the conviction;
 - 4. Sensitivity of and potential risk to accessible information, systems, or equipment; and
 - 5. Potential risk or threat to City employees.

Upon approval of a contract or agreement by the City Council/Trust, the successful Contractor(s)/Vendor(s) will be required to submit to the General Services Department the following completed documents for each employee requiring access to City or Trust buildings and structures to fulfill the terms of the contract or agreement.

- 1. Non-Employee Building Access Request Form – available upon request at (405) 297-2123
- 2. OSBI Criminal History Information Request Portal Response – available at <http://www.ok.gov/osbi/CriminalHistory/CHIRP>

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Question and Answers for Bid #OCWUT 18-23 - Powdered Activated Carbon

Overall Bid Questions

Question 1

How many pounds can be delivered per bulk tanker and what is the expected total annual usage? (Submitted: May 3, 2023 4:42:23 PM CDT)

Answer

- See Bulk Delivery Page 11
Estimated monthly usage is on Technical Specifications paragraph 1 page 24. (Answered: May 3, 2023 4:50:00 PM CDT)

Question 2

KINDLY SHARE THE LAST BID SUMMARY WITH PRICING (Submitted: May 19, 2023 7:49:46 AM CDT)

Answer

- You can get that information by searching Periscope bids for bid OCWUT 24-20. (Answered: May 19, 2023 8:03:14 AM CDT)

Question 3

no bid summary available under OCWUT 24-20 (Submitted: May 19, 2023 12:57:34 PM CDT)

Answer

- The bid summary is there if you are having trouble finding the information, please contact the assistance line in the upper right-hand corner. (Answered: May 19, 2023 1:15:11 PM CDT)

- If information is not provided through bidsync/Periscope it will need to be obtained through an open records request. (Answered: May 19, 2023 2:22:40 PM CDT)

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