

Pricing Agreement
C239003 – Ethanol Products, LLC dba POET Pure

APPROVED by the Trustees and signed by the Chairman of the Oklahoma City Water

Utilities Trust this 7th day of June, 2022.

**OKLAHOMA CITY WATER
UTILITIES TRUST**

Amy K. Simpson
Secretary

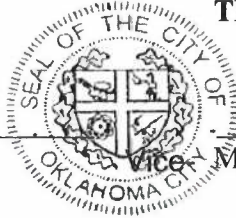


[Signature]
CHAIRMAN

CONCURRED by the Council and signed by the Mayor of The City of Oklahoma City

this 21st day of June, 2022.

Amy K. Simpson
City Clerk



THE CITY OF OKLAHOMA CITY

[Signature]
Vice Mayor

REVIEWED for form and legality.

[Signature]
Assistant Municipal Counselor

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**Bid Tabulation Packet
for
Solicitation OCWUT 08-22**

Carbon Dioxide for Water Treatment Plants

Bid Designation: Public



The City of
OKLAHOMA CITY



City of Oklahoma City and its Trusts

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Bid #OCWUT 08-22 - Carbon Dioxide for Water Treatment PlantsCreation Date **Mar 10, 2022**End Date **Apr 20, 2022 10:00:00 AM CDT**Start Date **Mar 23, 2022 8:23:55 AM CDT**Awarded Date **Not Yet Awarded**

OCWUT 08-22--01-01 Carbon Dioxide for Water Treatment Plants			
Supplier		Attch.	Docs
POET Pure	First Offer - \$125.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: POET has been supplier of Liquid Carbon Dioxide for the past 7 years. Price is \$125 per ton delivered.	
Linde Inc.	First Offer - \$200.00	Y	Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Offer Price \$200/ton	

Supplier Totals

f POET Pure		\$125.00
Bid Contact Marcus Lara marcuslara@poetep.com Ph 316-303-3851	Address 3939 N. Webb Rd Wichita, KS 67226	
Agency Notes:	Supplier Notes:	Head Attch: 
f Linde Inc.		\$200.00
Bid Contact Kimberley Howard Municipalbids@linde.com Ph 630-320-4231 Fax 630-320-4507	Address 7000 High Grove Blvd Burr Ridge, IL 60527	
Bid Notes Exceptions to bid specifications are contained in the attached bid response letter.		
Agency Notes:	Supplier Notes: Exceptions to bid specifications are contained in the attached bid response letter.	Head Attch: 

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POET Pure

Bid Contact **Marcus Lara**
marcusrara@poetep.com
Ph 316-303-3851

Address **3939 N. Webb Rd**
Wichita, KS 67226

Item #	Line Item	Notes	Attch. Docs
OCWUT 08-22--01-01	Carbon Dioxide for Water Treatment Plants	Supplier Product Code: Supplier Notes: POET has been supplier of Liquid Carbon Dioxide for the past 7 years. Price is \$125 per ton delivered.	Y First Offer - \$125.00
Supplier Total			\$125.00

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Supplier: **POET Pure**

**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:

Ethanol Products, LLC dba POET Pure rlc

THIS PRICING AGREEMENT/CONTRACT is made and entered into, by and between ~~POET Pure~~ 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% 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 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

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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.

Marcus Lara

Type Name of Authorized Agent

Marketing Manager

Title of Authorized Agent

POET Pure 3939 N. Webb Rd. Wichita, KS

Company Name and Address

67226

Zip Code

316-303-3851

Telephone Number and Fax Number if any

BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT

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Supplier: **POET Pure****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← ←

Marcus Lara
Type Name of Authorized Agent/Representative
POET Pure
Company Name
POET Pure
Address
3939 N. Webb Rd
Telephone Number and Fax Number, if any

Marketing Manager
Title

POET Pure
Zip Code

TO BE COMPLETED BY THE NOTARY:

State of *)
Kansas) SSS
County of *)
Sedgwick

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

Signed and sworn to before **7th** day of **April**, **2022** by **Marcus Lara**
me on this
[Day] [Month] [Year] [Print the name of the
agent/representative who signed
above.]

My Commission Number: **1172235** **Dana M Klaassen**
[Oklahoma] Type Name of Notary Public
My Commission Expires: **06/01/2022**
[Date/Year]

[49 Okla. Stat. 2011 §119]

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Supplier: POET Pure**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: **POET Pure**Address: **3939 N. Webb Rd**Contact Person: **Marcus Lara**Email Address: **marcuslara@poetep.com**Telephone
Number: **3163033851**

Fax Number:

Billing Contact:Company Name: **POET Pure**Address: **3939 N. Webb Rd**Contact Person: **Joe Kippenberger**Email Address: **joekippenberger@poetpb.com**Telephone
Number:

Fax Number:

Service Contact:

Company Name:

Address:

Contact Person:

Telephone Number:

Email Address:

Fax Number:

After Hours Emergency Number(s)

After Hours Emergency Number(s)

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Supplier: **POET Pure****Technical Specifications (Bid Form A)**

This Bid Pricing Sheet and the documents attached hereto in accordance with the Bidding Documents constitute the Bidder's Bid. Any terms or provisions attached or included in the Bid that were not expressly permitted or required by the Bidding Documents will be void and the Bidder will be deemed to have made an irrevocable firm offer in accordance with the Bidding Documents.

Item	Estimated Tons Monthly	Estimated Minimum Order	Bid Price Per Ton
AWWA b-510-06 Carbon Dioxide	84	20 to 25 Tons	\$ 125
Manufacturer	POET Pure		
Brand Name	Liquid Carbon Dioxide		
Manufacturer ANSI/NSF 60 Certification	Attach Copy		
Distributor's ANSI/NSF 60 Certification	Attach Copy		
Safety Data Sheet	Attach Copy		
Vendor's Chemical Specification Sheet	Attach Copy		
Chemical Specifications			
Specification Analysis of Chemical Content	Parts per Million by Weight	Manufacturer's Chemical Content	
Carbon Dioxide	Minimum 99.50% (mol/mol)	>99.5%	
Water	Maximum 20 ppm (v/v (vapor))	<20/ppm	
Water Dew Point	-68 degrees Fahrenheit	°F	
Total Hydrocarbons (as methane)	Maximum 50 ppm	<50/ppm	
Oxygen	Maximum 50 ppm	<50/ppm	
Carbon Monoxide	Maximum 10 ppm (vapor)	<10/ppm	
Hydrogen Sulfide	Maximum 0.5 ppm (vapor)	<.5/ppm	
Nitrogen Oxide	Maximum 5 ppm (Total NO + NO ₂)	<5/ppm	
Sulfur Dioxide	Maximum 5 ppm	<5/ppm	
Carbonyl Sulfide	Maximum 0.5 ppm	<.5/ppm	
Nonvolatile Residues	Maximum 10 ppm (wt/wt)	<10/ppm	
Acetaldehyde	Maximum 0.5 ppm	<.5/ppm	
Total Sulfur	Maximum 0.5 ppm	<.5/ppm	
<i>Delivery/Response Schedules</i>			Delivery in Days
Standard Delivery – Expected within 7 days.			2 Bus. Days
Emergency Response Delivery – Expected within 24 hours.			2 Bus. Days

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January 04, 2022

GUARANTEE OF QUALITY

POET Pure guarantees the liquid carbon dioxide shipped from each of the POET Bioprocessing facilities and POET Pure carbon dioxide processing facilities listed below to meet the following standards:

POET Specifications
CGA
NSF
AWWA
AWS A5.32:2011

POET Doc. No. F300 A16 (CGA Grade H)
Level H - Food processing (Food Chemicals Codex)
NSF/ANSI60
B510
American Welding Society

Note: CGA Level H is considered a FOOD GRADE product.

POET Research Center
851 Washington St.
Scotland, SD 57059

POET Bioprocessing Bingham Lake
40212 510th Ave.
Bingham Lake, MN 56118

POET Bioprocessing Glenville
15300 780th Ave.
Albert Lea, MN 56007

POET Bioprocessing Macon
30211 Major Ave.
Macon, MO 63552

POET Bioprocessing Preston
701 Industrial Drive N.
Preston, MN 55965

POET Bioprocessing Fostoria
2111 Sandusky Street
Fostoria, OH 44830

POET Bioprocessing Laddonia
809 North Pine/6158 Hwy. 54
Laddonia, MO 63352

POET Bioprocessing Marion
1660 Hillman-Ford Road
Marion, OH 43302

POET Bioprocessing Hudson
29619 Spur Ave
Hudson, SD 57034

POET Pure CO2
ICM Biofuels
2811 S 11th Street
Saint Joseph, MO 64503

POET Pure CO2
Kansas Ethanol LLC
1630 Ave. Q
Lyons, Kansas 67554

POET Pure CO2
Mark West Energy
2735 Pryor Road
Stuart OK, 74570

POET Bioprocessing Shelbyville
2373 W 300 N
Shelbyville, IN 46176

POET Bioprocessing Portland
1542 S 200 W
Portland, IN 47371

Jared Fish
CO₂ Compliance and Quality Manager

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Liquid Carbon Dioxide Certificate Of Compliance/Analysis

Issued To: _____

Issued By: MarkWest Poet
2735 Pryor Road
McAlester, OK 74501

For Carbon Dioxide Analyzed On: _____

Shipping Order: _____

Tractor/Trailer #: _____

Bill Of Lading: _____

Batch Number: MP2005061A

Ethanol Products, LLC "End Products Specifications" meets or exceeds the following quality standards:

- > Quality Verification Level I in CGA
- > Publication G-6.2 *Commodity Specification for Carbon Dioxide*, in EIGA Publication
- > AHG IGC 1.1 *Carbon Dioxide Source Certification, Quality Standards and Verification*, and in the *U.S. Food Chemicals Codex*
- > AWWA and NSF Standards
- > Units are v/v unless otherwise stated
- > Conforms to the ISBT Guidelines

The product in this transport meets all of the Ethanol Products, LLC "End Products Specifications". In addition, the Carbon Dioxide in this transport has been sampled, tested, and found to meet the following minimum specifications:

Test Parameter	Specification	Result
Purity (Zahm Nagel)	Min. 99.9%	99.98
Total Sulfur (TS Analyzer)	Max. 100 ppb	38
Total Hydrocarbons	Max. 20 ppm	0
Dew Point	Max -68 Degrees F.	-121
Moisture Content	Max. 19.20 ppm	0.23
Benzene	Max. 20 ppb	0
Acetaldehyde	Max. 200 ppb	0
Taste	none present	none present
Appearance	Normal/Colorless	Normal/Colorless
Odor	Normal/Characteristic	Normal/Characteristic

Analysis Performed By: Justin Williams

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Liquid Carbon Dioxide

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

Revision/Review Date: 05/25/2018

Version: 1.0

SECTION 1: IDENTIFICATION OF THE SUBSTANCE/MIXTURE AND OF THE COMPANY

Product Identifier

Product Form: Substance

Product Name: Liquid Carbon Dioxide

Synonyms: Carbonic Acid, Carbon Dioxide, Carbon Dioxide Liquid, CO2

Intended Use of the Product

Use of the Substance/Mixture: Refrigeration and Beverage Industries

Name, Address, and Telephone of the Responsible Party

Company

POET Ethanol Products

3939 North Webb Rd

Wichita, KS 67226

T 316-303-1380

POETEP.com

Emergency Telephone Number

Emergency number : 800-633-8253 (PERS)

SECTION 2: HAZARDS IDENTIFICATION

Classification of the Substance or Mixture

Classification (GHS-US)

Simple Asphy

Refrigerated liquefied gas H281

Label Elements

GHS-US Labeling

Hazard Pictograms (GHS-US) :



GHS04

Signal Word (GHS-US) :

Warning

Hazard Statements (GHS-US) :

H281 - Contains refrigerated gas; may cause cryogenic burns or injury
May displace oxygen and cause rapid suffocation

Precautionary Statements (GHS-US) :

P282 - Wear cold insulating gloves/face shield/eye protection
P315 - Get immediate medical advice and attention
P336 - Thaw frosted parts with lukewarm water. Do not rub affected area.
P403 - Store in a well-ventilated place

Other Hazards

Other Hazards Not Contributing to the Classification: Exposure may aggravate those with pre existing eye, skin, or respiratory conditions. Asphyxiant gas, can be fatal. May cause damage to the blood, central nervous system, and cardiovascular system. High concentrations of gas can cause unconsciousness and death. Being under the influence of alcohol may enhance the effects of this product. Contact with the product may cause cold burns or frostbite.

Unknown Acute Toxicity (GHS-US) Not available

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

Substances

Name	Product identifier	% (w/w)	Classification (GHS-US)
Carbon dioxide	(CAS No) 124-38-9	100	Simple Asphy Refrigerated liquefied gas, H281

Full text of H-phrases: see section 16

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Liquid Carbon Dioxide

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

SECTION 4: FIRST AID MEASURES

Description of First Aid Measures

General: Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label where possible). If frostbite or freezing occurs, immediately flush with plenty of lukewarm water to GENTLY warm the affected area. Do not use hot water. Do not rub affected area. Get immediate medical attention.

Inhalation: When symptoms occur: go into open air and ventilate suspected area. Remove to fresh air and keep at rest in a position comfortable for breathing. Call a POISON CENTER/doctor/physician if you feel unwell.

Skin Contact: Remove contaminated clothing. Drench affected area with water for at least 15 minutes. Obtain medical attention if irritation persists. Thaw frosted parts with lukewarm water. Do not rub affected area.

Eye Contact: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Obtain medical attention if irritation persists.

Ingestion: Rinse mouth. Do NOT induce vomiting. Get immediate medical attention.

Most Important Symptoms and Effects Both Acute and Delayed

General: May cause frostbite on contact with the liquid. Carbon dioxide is an asphyxiant. Lack of oxygen can be fatal.

Inhalation: Gas can be toxic as a simple asphyxiant by displacing oxygen from the air. Asphyxia by lack of oxygen: risk of death. May cause drowsiness or dizziness.

Skin Contact: Contact with the liquid may cause cold burns/frostbite.

Eye Contact: This gas is non-irritating; but direct contact with liquefied/pressurized gas or frost particles may produce severe and possibly permanent eye damage from freeze burns.

Ingestion: Ingestion is not considered a potential route of exposure. Non-irritating; but solid and liquid forms of this material and pressurized gas may cause freeze burns.

Chronic Symptoms: Not available

Indication of Any Immediate Medical Attention and Special Treatment Needed

If exposed or concerned, get medical advice and attention.

SECTION 5: FIREFIGHTING MEASURES

Extinguishing Media

Suitable Extinguishing Media: Use extinguishing media appropriate for surrounding fire.

Unsuitable Extinguishing Media: Do not use a heavy water stream. Use of heavy stream of water may spread fire.

Special Hazards Arising From the Substance or Mixture

Fire Hazard: Not flammable

Explosion Hazard: Product is not explosive

Reactivity: Hazardous reactions will not occur under normal conditions.

Advice for Firefighters

Precautionary Measures Fire: Exercise caution when fighting any chemical fire.

Firefighting Instructions: Use water spray or fog for cooling exposed containers. In case of major fire and large quantities: Evacuate area. Fight fire remotely due to the risk of explosion.

Protection During Firefighting: Do not enter fire area without proper protective equipment, including respiratory protection.

Hazardous Combustion Products: Under normal conditions of use carbon dioxide will not develop hazardous combustion products, however when heated under extremely high temperatures and under special conditions carbon monoxide may develop.

Other information: Do not allow run-off from fire fighting to enter drains or water courses.

Reference to Other Sections

Refer to section 9 for flammability properties.

SECTION 6: ACCIDENTAL RELEASE MEASURES

Personal Precautions, Protective Equipment and Emergency Procedures

General Measures: Avoid breathing (gas). Use only outdoors or in a well-ventilated area. Ruptured cylinders may rocket. Do not allow product to spread into the environment.

For Non-Emergency Personnel

Protective Equipment: Use appropriate personal protection equipment (PPE).

Emergency Procedures: Evacuate unnecessary personnel.

Liquid Carbon Dioxide

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

For Emergency Personnel

Protective Equipment: Equip cleanup crew with proper protection.

Emergency Procedures: Ventilate area.

Environmental Precautions

Prevent entry to sewers and public waters. Avoid release to the environment.

Methods and Material for Containment and Cleaning Up

For Containment: Notify authorities if liquid enters sewers or public waters.

Methods for Cleaning Up: Clear up spills immediately and dispose of waste safely. Isolate area until gas has dispersed. Use water spray to disperse vapors. Contact competent authorities after a spill.

Reference to Other Sections

See heading 8, Exposure Controls and Personal Protection.

SECTION 7: HANDLING AND STORAGE

Precautions for Safe Handling

Additional Hazards When Processed: Do not pressurize, cut, or weld containers. Do not puncture or incinerate container. Liquid gas can cause frost-type burns.

Hygiene Measures: Handle in accordance with good industrial hygiene and safety procedures. Wash hands and other exposed areas with mild soap and water before eating, drinking, or smoking and again when leaving work. Do not eat, drink or smoke when using this product.

Conditions for Safe Storage, Including Any Incompatibilities Not available

Technical Measures: Comply with applicable regulations.

Storage Conditions: Store in a dry, cool and well-ventilated place. Keep container closed when not in use. Store in a well-ventilated place. Keep container tightly closed. Keep/Store away from extremely high or low temperatures, incompatible materials. Store in original container.

Incompatible Materials: Strong acids, strong bases, strong oxidizers.

Specific End Use(s)

Refrigeration and Beverage Industries

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

Control Parameters

Carbon dioxide (124-38-9)		
Mexico	OEL TWA (mg/m ³)	9000 mg/m ³
Mexico	OEL TWA (ppm)	5000 ppm
Mexico	OEL STEL (mg/m ³)	27000 mg/m ³
Mexico	OEL STEL (ppm)	15000 ppm
USA ACGIH	ACGIH TWA (ppm)	5000 ppm
USA ACGIH	ACGIH STEL (ppm)	30000 ppm
USA OSHA	OSHA PEL (TWA) (mg/m ³)	9000 mg/m ³
USA OSHA	OSHA PEL (TWA) (ppm)	5000 ppm
USA NIOSH	NIOSH REL (TWA) (mg/m ³)	9000 mg/m ³
USA NIOSH	NIOSH REL (TWA) (ppm)	5000 ppm
USA NIOSH	NIOSH REL (STEL) (mg/m ³)	54000 mg/m ³
USA NIOSH	NIOSH REL (STEL) (ppm)	30000 ppm
USA IDLH	US IDLH (ppm)	40000 ppm
Alberta	OEL STEL (mg/m ³)	54000 mg/m ³
Alberta	OEL STEL (ppm)	30000 ppm
Alberta	OEL TWA (mg/m ³)	9000 mg/m ³
Alberta	OEL TWA (ppm)	5000 ppm
British Columbia	OEL STEL (ppm)	15000 ppm
British Columbia	OEL TWA (ppm)	5000 ppm
Manitoba	OEL STEL (ppm)	30000 ppm

Liquid Carbon Dioxide

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Manitoba	OEL TWA (ppm)	5000 ppm
New Brunswick	OEL STEL (mg/m ³)	54000 mg/m ³
New Brunswick	OEL STEL (ppm)	30000 ppm
New Brunswick	OEL TWA (mg/m ³)	9000 mg/m ³
New Brunswick	OEL TWA (ppm)	5000 ppm
Newfoundland & Labrador	OEL STEL (ppm)	30000 ppm
Newfoundland & Labrador	OEL TWA (ppm)	5000 ppm
Nova Scotia	OEL STEL (ppm)	30000 ppm
Nova Scotia	OEL TWA (ppm)	5000 ppm
Nunavut	OEL STEL (mg/m ³)	27000 mg/m ³
Nunavut	OEL STEL (ppm)	15000 ppm
Nunavut	OEL TWA (mg/m ³)	9000 mg/m ³
Nunavut	OEL TWA (ppm)	5000 ppm
Northwest Territories	OEL STEL (mg/m ³)	27000 mg/m ³
Northwest Territories	OEL STEL (ppm)	15000 ppm
Northwest Territories	OEL TWA (mg/m ³)	9000 mg/m ³
Northwest Territories	OEL TWA (ppm)	5000 ppm
Ontario	OEL STEL (ppm)	30000 ppm
Ontario	OEL TWA (ppm)	5000 ppm
Prince Edward Island	OEL STEL (ppm)	30000 ppm
Prince Edward Island	OEL TWA (ppm)	5000 ppm
Québec	VECD (mg/m ³)	54000 mg/m ³
Québec	VECD (ppm)	30000 ppm
Québec	VEMP (mg/m ³)	9000 mg/m ³
Québec	VEMP (ppm)	5000 ppm
Saskatchewan	OEL STEL (ppm)	30000 ppm
Saskatchewan	OEL TWA (ppm)	5000 ppm
Yukon	OEL STEL (mg/m ³)	27000 mg/m ³
Yukon	OEL STEL (ppm)	15000 ppm
Yukon	OEL TWA (mg/m ³)	9000 mg/m ³
Yukon	OEL TWA (ppm)	5000 ppm

Exposure Controls

Appropriate Engineering Controls: Ensure adequate ventilation, especially in confined areas. Emergency eye wash fountains and safety showers should be available in the immediate vicinity of any potential exposure. Ensure all national/local regulations are observed.

Personal Protective Equipment: Protective goggles. Protective clothing. Respiratory protection of the dependent type. Insulated gloves.



Materials for Protective Clothing: Chemically resistant materials and fabrics.

Hand Protection: Wear chemically resistant protective gloves. Insulated gloves.

Eye Protection: Chemical goggles or face shield.

Skin and Body Protection: Wear suitable protective clothing.

Respiratory Protection: Use a NIOSH-approved self-contained breathing apparatus whenever exposure may exceed established Occupational Exposure Limits.

Thermal Hazard Protection: Wear suitable protective clothing.

Other Information: When using, do not eat, drink or smoke.

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SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

Information on Basic Physical and Chemical Properties

Physical State	: Gas
Appearance	: Colorless gas
Odor	: Odorless
Odor Threshold	: Not available
pH	: Not available
Relative Evaporation Rate (butylacetate=1)	: Not available
Melting Point	: Not available
Freezing Point	: -70°C to -56.56 °C (-94°F to -69.8°F)
Boiling Point	: -78.5°C to -61.7 °C (-109.3°F to -79.06°F)
Flash Point	: Not available
Sublimation point	-78.7°C (-109.6°F)
Auto-ignition Temperature	: Not available
Decomposition Temperature	: Not available
Flammability (solid, gas)	: Not available
Lower Flammable Limit	: Not available
Upper Flammable Limit	: Not available
Vapor Pressure	: Not available
Relative Vapor Density at 20 °C	: Not available
Relative Density	: 1.101
Density	: Not available
Specific Gravity	: Not available
Solubility	: Soluble
Log Pow	: Not available
Log Kow	: Not available
Viscosity, Kinematic	: Not available
Viscosity, Dynamic	: Not available
Explosion Data – Sensitivity to Mechanical Impact	: Not available
Explosion Data – Sensitivity to Static Discharge	: Not available

SECTION 10: STABILITY AND REACTIVITY

Reactivity: Hazardous reactions will not occur under normal conditions.

Chemical Stability: Stable at standard temperature and pressure.

Possibility of Hazardous Reactions: Hazardous polymerization will not occur.

Conditions to Avoid: Extremely high or low temperatures. Incompatible materials.

Incompatible Materials: Strong oxidizers. Strong acids, bases.

Hazardous Decomposition Products: Under normal conditions of use carbon dioxide will not develop hazardous decomposition products, however when heated under extremely high temperatures and under special conditions carbon monoxide may develop.

SECTION 11: TOXICOLOGICAL INFORMATION

Information on Toxicological Effects - Product

Acute Toxicity : Not classified

LD50 and LC50 Data Not available

Skin Corrosion/Irritation: Not classified

Serious Eye Damage/Irritation: Not classified

Respiratory or Skin Sensitization: Not classified

Germ Cell Mutagenicity: Not classified

Teratogenicity: Not available

Carcinogenicity: Not classified

Specific Target Organ Toxicity (Repeated Exposure): Not classified

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Reproductive Toxicity: Not classified

Specific Target Organ Toxicity (Single Exposure): Not classified

Aspiration Hazard: Not classified

Symptoms/Injuries After Inhalation: Gas can be toxic as a simple asphyxiant by displacing oxygen from the air. Asphyxia by lack of oxygen: risk of death. May cause drowsiness or dizziness.

Symptoms/Injuries After Skin Contact: Contact with the liquid may cause cold burns/frostbite.

Symptoms/Injuries After Eye Contact: This gas is non-irritating; but direct contact with liquefied/pressurized gas or frost particles may produce severe and possibly permanent eye damage from freeze burns.

Symptoms/Injuries After Ingestion: Ingestion is not considered a potential route of exposure. Non-irritating; but solid and liquid forms of this material and pressurized gas may cause freeze burns.

Information on Toxicological Effects - Ingredient(s)

LD50 and LC50 Data Not available

SECTION 12: ECOLOGICAL INFORMATION

Toxicity Not classified

Persistence and Degradability

Liquid Carbon Dioxide	
Persistence and Degradability	Product is biodegradable.

Bioaccumulative Potential

Liquid Carbon Dioxide	
Bioaccumulative Potential	Not expected to bioaccumulate.

Carbon dioxide (124-38-9)	
BCF fish 1	(no bioaccumulation)
Log Pow	0.83

Mobility in Soil Not available

Other Adverse Effects

Other adverse effects: Can cause frost damage to vegetation.

Other Information: Avoid release to the environment.

SECTION 13: DISPOSAL CONSIDERATIONS

Waste Disposal Recommendations: Dispose of waste material in accordance with all local, regional, national, provincial, territorial and international regulations.

Additional Information: Empty gas cylinders should be returned to the vendor for recycling or refilling.

SECTION 14: TRANSPORT INFORMATION

In Accordance With ICAO/IATA/DOT/TDG

UN Number

UN-No.(DOT): 2187

DOT NA no.: UN2187

UN Proper Shipping Name

DOT Proper Shipping Name

Hazard Labels (DOT)

: Carbon dioxide, refrigerated liquid
: 2.2 - Non-flammable compressed gas



DOT Special Provisions (49 CFR 172.102)

: T75 - When portable tank instruction T75 is referenced in Column (7) of the 172.101 Table, the applicable refrigerated liquefied gases are authorized to be transported in portable tanks in accordance with the requirements of 178.277 of this subchapter.
TP5 - For a portable tank used for the transport of flammable refrigerated

Liquid Carbon Dioxide

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liquefied gases or refrigerated liquefied oxygen, the maximum rate at which the portable tank may be filled must not exceed the liquid flow capacity of the primary pressure relief system rated at a pressure not exceeding 120 percent of the portable tank's design pressure. For portable tanks used for the transport of refrigerated liquefied helium and refrigerated liquefied atmospheric gas (except oxygen), the maximum rate at which the tank is filled must not exceed the liquid flow capacity of the pressure relief device rated at 130 percent of the portable tank's design pressure. Except for a portable tank containing refrigerated liquefied helium, a portable tank shall have an outage of at least two percent below the inlet of the pressure relief device or pressure control valve, under conditions of incipient opening, with the portable tank in a level attitude. No outage is required for helium.

DOT Packaging Exceptions (49 CFR 173.xxx) : 306
DOT Packaging Non Bulk (49 CFR 173.xxx) : 304
DOT Packaging Bulk (49 CFR 173.xxx) : 314;315

Additional Information

Emergency Response Guide (ERG) Number : 120

Transport by sea

DOT Vessel Stowage Location : D - The material must be stowed "on deck only" on a cargo vessel and on a passenger vessel carrying a number of passengers limited to not more than the larger of 25 passengers or one passenger per each 3 m of overall vessel length, but the material is prohibited on passenger vessels in which the limiting number of passengers is exceeded.

Air transport

DOT Quantity Limitations Passenger Aircraft/Rail (49 CFR 173.27) : 50 kg
DOT Quantity Limitations Cargo Aircraft Only (49 CFR 175.75) : 500 kg

SECTION 15: REGULATORY INFORMATION

US Federal Regulations

Liquid Carbon Dioxide	
SARA Section 311/312 Hazard Classes	Immediate (acute) health hazard Sudden release of pressure hazard

Carbon dioxide (124-38-9)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

US State Regulations

Carbon dioxide (124-38-9)
U.S. - Hawaii - Occupational Exposure Limits - STELs
U.S. - Hawaii - Occupational Exposure Limits - TWAs
U.S. - Idaho - Occupational Exposure Limits - TWAs
U.S. - Maine - Air Pollutants - Greenhouse Gases (GHG)
U.S. - Massachusetts - Oil & Hazardous Material List - Reportable Quantity
U.S. - Massachusetts - Right To Know List
U.S. - Massachusetts - Volatile Organic Compounds Exempt From Requirements
U.S. - Michigan - Occupational Exposure Limits - STELs
U.S. - Michigan - Occupational Exposure Limits - TWAs
U.S. - Minnesota - Hazardous Substance List
U.S. - Minnesota - Permissible Exposure Limits - STELs
U.S. - Minnesota - Permissible Exposure Limits - TWAs
U.S. - New Jersey - Right to Know Hazardous Substance List
U.S. - New York - Occupational Exposure Limits - TWAs
U.S. - Oregon - Permissible Exposure Limits - TWAs

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U.S. - Pennsylvania - RTK (Right to Know) List
U.S. - Tennessee - Occupational Exposure Limits - STELs
U.S. - Tennessee - Occupational Exposure Limits - TWAs
U.S. - Texas - Effects Screening Levels - Long Term
U.S. - Texas - Effects Screening Levels - Short Term
U.S. - Vermont - Permissible Exposure Limits - STELs
U.S. - Vermont - Permissible Exposure Limits - TWAs
U.S. - Washington - Permissible Exposure Limits - STELs
U.S. - Washington - Permissible Exposure Limits - TWAs

Canadian Regulations

Liquid Carbon Dioxide	
WHMIS Classification	Class A - Compressed Gas
	
Carbon dioxide (124-38-9)	
Listed on the Canadian DSL (Domestic Substances List) inventory.	
Listed on the Canadian Ingredient Disclosure List	
WHMIS Classification	Class A - Compressed Gas

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

SECTION 16: OTHER INFORMATION

Revision/Review date : 05/25/2018
Other Information : This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200

GHS Full Text Phrases:

Compressed gas	Gases under pressure Compressed gas
Refrigerated liquefied gas	Gases under pressure Refrigerated liquefied gas
Simple Asphy	Simple Asphyxiant
H281	Contains refrigerated gas; may cause cryogenic burns or injury

Party Responsible for the Preparation of This Document

POET Ethanol Products
3939 North Webb Rd
Wichita, KS 67226
T 316-303-1380
POETEP.com

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

North America GHS US 2012 & WHMIS



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
06/25/2021

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 Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
INSURED Ethanol Products, LLC Attn: Jamin Will 3939 North Webb Road Wichita, KS 67226	<table border="1"> <thead> <tr> <th data-bbox="815 424 1429 451">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1435 424 1563 451">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="815 451 1429 478">INSURER A: Zurich American Insurance Company</td> <td data-bbox="1435 451 1563 478">16535</td> </tr> <tr> <td data-bbox="815 478 1429 506">INSURER B: ACE Property & Casualty Insurance Company</td> <td data-bbox="1435 478 1563 506">20699</td> </tr> <tr> <td data-bbox="815 506 1429 533">INSURER C:</td> <td data-bbox="1435 506 1563 533"></td> </tr> <tr> <td data-bbox="815 533 1429 560">INSURER D:</td> <td data-bbox="1435 533 1563 560"></td> </tr> <tr> <td data-bbox="815 560 1429 588">INSURER E:</td> <td data-bbox="1435 560 1563 588"></td> </tr> <tr> <td data-bbox="815 588 1429 615">INSURER F:</td> <td data-bbox="1435 588 1563 615"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Insurance Company	16535	INSURER B: ACE Property & Casualty Insurance Company	20699	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: W21365906

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

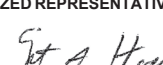
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		Y	GLO 5761532-08	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> \$1,000,000 SIR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY \$ 4,000,000 GENERAL AGGREGATE \$ 8,000,000 PRODUCTS - COMP/OP AGG \$ 8,000,000
A	AUTOMOBILE LIABILITY			BAP 5761531-08	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			G71534728 003	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N/A	WC 5761589-08	07/01/2021	07/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

City of Oklahoma City, OK & OCWUT is included as an Additional Insured as respects to General Liability.

CERTIFICATE HOLDER

CANCELLATION

City of Oklahoma City, OK & OCWUT 420 W. Main St Suite 800 Oklahoma City, OK 73102	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> 
--	---

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ACORD 25 (2016/03)

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SR ID: 21253293

BATCH: 2144159

Solicitation OCWUT 08-22

Carbon Dioxide for Water Treatment Plants

Bid Designation: Public



City of Oklahoma City and its Trusts

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Bid OCWUT 08-22

Carbon Dioxide for Water Treatment Plants

Bid Number **OCWUT 08-22**
 Bid Title **Carbon Dioxide for Water Treatment Plants**
 Expected Expenditure **\$130,000.00** (This price is expected - not guaranteed)

Bid Start Date **In Held**
 Bid End Date **Apr 20, 2022 10:00:00 AM CDT**
 Question & Answer End Date **Apr 6, 2022 4:00:00 PM CDT**

Bid Contact **Mark Keesee**
mark.keesee@okc.gov

Bid Contact **City Clerk**
cityclerk@okc.gov

Bid Contact **Rebecca Cavnar**
rebecca.cavnar@okc.gov

Bid Contact **Stephen Krausnick**
stephen.krausnick@okc.gov

Contract Duration **3 years**
 Contract Renewal **3 annual renewals**
 Prices Good for **1 year**

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 Oklahoma City Water Utilities Trust (OCWUT) seeks to purchase carbon dioxide in bulk quantities of approximately 20-25 tons or less with an estimated monthly usage of 84 tons.**

Item Response Form

Item **OCWUT 08-22--01-01 - Carbon Dioxide for Water Treatment Plants**

Carbon Dioxide for Water Treatment Plants	

Delivery Location **City of Oklahoma City and its Trusts**
See Bid Packet for Location(s)
 N/A

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Oklahoma City OK 73102

Qty 1

Expected Expenditure \$130,000.00

Description

The expected expenditure amount of \$130,000.00 for this commodity is an estimated amount for one-year period based on past history and future projections. The quantity of ht item when shown in the price schedule as an estimate of annual requirement is only an estimate based on current available information. The purchased of any such item of or quantity is not guaranteed. Any other condition upon a promise by the Contracting Entity to purchase a minimum or definite quantity of such an item will be rejected. Seed the specifications bid packet for more information.

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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← ←

Type Name of Authorized Agent/Representative

Company Name

Address

Telephone Number and Fax Number, if any

Title

Zip Code

TO BE COMPLETED BY THE NOTARY:

State of *

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) SSS

County of *

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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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2022

Mark Keesee
Procurement Coordinator
The City of Oklahoma City
Utilities Department
Mark.Keesee@okc.gov

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OCWUT Bid 08-22 Carbon Dioxide for Water Treatment Plants

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OCWUT Bid 08-22 Carbon Dioxide for Water Treatment Plants

(Published in the Journal Record on March 23, 2022 and March 30, 2022)

NOTICE TO BIDDERS

NOTICE is hereby given that 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 20th day of April 2022, for the following:

Bid Number: OCWUT 08-22

Title: Carbon Dioxide for Water Treatment Plants

The City of Oklahoma City and its Trusts have partnered with Periscope to accept bids electronically. You are invited to submit a bid electronically through the Periscope system to supply the commodity specified in the electronic bid packet. The City and its Trusts do not provide access to a computer for electronic bidding or electronic bid submission. Bidders must register in advance with Periscope at <https://www.periscopeholdings.com/bidsync/the-city-of-oklahoma-city> in order to submit an electronic bid. The City and its Trusts recommend potential bidders register and become familiar with the Periscope electronic bidding process in advance of submitting a bid. There is no charge to the Bidder for registering or submitting an electronic bid to The City and/or its Trusts through Periscope. Instructions on how to get registered to bid through Periscope can be found on The City of Oklahoma City's website at <https://www.okc.gov/departments/bidding>.

Bids shall be made in accordance with the Notice to Bidder, General Instructions and Requirements for Bidders, Oklahoma Open Records Act and Confidential Information, the Specifications, the Bid/Pricing Agreement/Contract Form & Non-Discrimination Statement, and the Anti/Non-collusion Affidavit which are a part of the complete electronic bid packet. The Bid/Pricing Agreement/Contract Form must be completed, signed, and submitted electronically through Periscope for the bid to be valid.

Bids timely submitted electronically through Periscope shall be opened at the time stated above or later in the City Clerk's Conference Room, located on the 2nd floor of the Municipal Building. The Periscope system does not allow bids to be submitted after the 10:00 a.m. deadline, on the above mentioned date. 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 hereon.

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OCWUT Bid 08-22 Carbon Dioxide for Water Treatment Plants

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 IN TO THE "NOTE TO BUYER" FIELD. A BIDDER MAY ALSO SUBMIT EXCEPTIONS BY UPLOADING A SEPARATE DOCUMENT LABELED "EXCEPTIONS" INTO THE PERISCOPE 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 Periscope 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 Periscope 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 bulletin 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 in the Bidder's bid. This can be accomplished by submitting an alternate offer, if available on the bid, or by entering information "Note to Buyer" field. A Bidder may also submit exceptions by uploading a separate document labeled "Exceptions" into the Periscope 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 Periscope system is listed as "1", Bidder shall bid the per individual unit price. The City or Trusts may purchase one or more bid item at any given time throughout the term of the pricing agreement/contract. The Periscope system will calculate the total based on the quantity requested by The City or Trust and the price entered by the Bidder. The

OCWUT Bid 08-22 Carbon Dioxide for Water Treatment Plants

Periscope 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, if applicable. Purchases may be made by certain City or Trust employees using a purchasing card. Processing fees may not be added when a purchasing card is used.
 - (b) Discounts for prompt payment will not be considered in bid evaluations, unless otherwise specified. However, offered discounts will be taken if payment is made within the discount period.
 - (c) Late charges cannot be assessed against The City or a Trust.
9. **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.
10. **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.
11. **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.
12. **PATENTS:** The Bidder agrees to indemnify and save harmless the contracting entity, the purchasing agent and assistants from all suits and actions of every nature and description brought against the Bidder and/or any assistants because 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 City/Trust, as a necessary requirement in connection with the final execution of any pricing agreement/contract in which patented or licensed appliances, products or processes are to be used.
13. **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.
14. **COMPLIANCE WITH APPLICABLE LAWS:** All Bidders 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.
15. **SELF-INSURED:** The City is self-insured for its own negligence. The liability of City and Trusts for acts of negligence are limited and subject to the Governmental Tort Claims Act, Title 51 sections 151 *et seq.*
16. **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 vendor records beyond the scope of the pricing agreement/contract.

OCWUT Bid 08-22 Carbon Dioxide for Water Treatment Plants

OKLAHOMA OPEN RECORDS ACT AND CONFIDENTIAL INFORMATION

All materials submitted to The City of Oklahoma City or its Trusts pursuant to this Bid or Proposal potentially become subject to the mandates of the Oklahoma Open Records Act, 51 Okla. Stat. §§ 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 City or its Trusts 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 City or its Trusts 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 City or its Trust based upon its determination of the application of the Oklahoma Open Records Act.

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OCWUT Bid 08-22 Carbon Dioxide for Water Treatment Plants

INTENT OF CONTRACT

The Oklahoma City Water Utilities Trust (OCWUT) will accept sealed bids for carbon dioxide. The intent of this specification is to provide carbon dioxide in bulk quantities. OCWUT seeks to purchase carbon dioxide in bulk quantities of approximately 20-25 tons or less with an estimated monthly usage of 84 tons. These products help provide quality drinking water to our customers and to ensure the Contracting Entity meets Environmental Protection Agency (EPA) requirements.

CONTRACTING ENTITY

The term "Contracting Entity" as used throughout these specifications shall mean the Oklahoma City Water Utilities Trust. However, should The City of Oklahoma City or a 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 contracted vendor(s) will honor the terms and conditions, including price, of the pricing agreement(s)/contract(s).

SCOPE OF PRICING AGREEMENT/CONTRACT

The bidder shall furnish and supply the item(s)/service(s) in accordance with the terms, conditions, and provisions set forth herein.

The OCWUT reserves the right to award this contract to a single vendor or to multiple vendors, whichever is deemed to be in the Trust's best interest. You may bid on some or all items. *If you choose not to bid on one of the items and/or services, respond by indicating, "NB" in the space provided.*

PRICING AGREEMENT/CONTRACT PERIOD

The pricing agreement/contract shall be effective for a period of three (3) years, as approved by the OCWUT, with one (1) three year renewal option.

The contracted 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;
- 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 vendor's inability to satisfactorily perform the requirements of the contract on a consistent basis.

OCWUT Bid 08-22 Carbon Dioxide for Water Treatment Plants

CONTRACT CANCELLATION/ORDER OF PRECEDENCE

The Contracting Entity reserves the right to cancel this contract with 30 days written notice to said contractor in the event of an inconsistency with the provisions of the contract. In the event of an inconsistency between provisions of this contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Contract articles
2. Requirements for bidders
3. Specifications
4. Other references

CONTRACT RENEWAL OPTION

Should the Contracting Entity desire to renew the pricing agreement/contract, a written notice shall be furnished to the contracted bidder prior to the expiration date of the pricing agreement/contract. The contracted bidder will indicate on the notice whether to accept or decline renewal of the contract, agreeing to continue pricing agreement/contract performance for an additional renewal option.

COST ADJUSTMENT TERMS

Prices shall remain firm throughout the first twelve months of contract period. After one year, a contracted bidder may request a price increase of a particular item(s), if the contracted bidder shows satisfactory proof to the Contracting Entity that a price increase is justified and is beyond the scope of the contracted bidder's control. Prior to submitting a request for price increase, the contracted bidder must demonstrate "due diligence" to identify an alternate supplier and detailed actions they have undertaken to address the price increase. The new contract prices shall not become effective until ten (10) working days after receipt of written notice by the Contracting Entity and approval by the General Manager of OCWUT or designee. The contracted bidder may request one price increase per year.

In the price change notice, the contracted bidder is required to itemize the cost components of each item including the proposed increased freight charge(s).

PRICE LIST INCREASES SHALL NOT BE RETROACTIVE, AND WILL NOT BE HONORED WITHOUT PROPER NOTIFICATION TO THE CONTRACTING ENTITY.

Valid written notice consists of the following:

- Letter requesting price increase(s) must be submitted on your company letterhead
- 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. Water and Wastewater

OCWUT Bid 08-22 Carbon Dioxide for Water Treatment Plants

Laboratory Analysis, 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

ESTIMATED ANNUAL REQUIREMENTS (NO GUARANTEE)

The purchase of any such item or quantity 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 contract period.

When a contracted bidder has been awarded and is designated as the primary bidder, the Contracting Entity agrees to place all orders with the contracted Bidder for all requirements for those items shown in the price schedule, as awarded, except as follows:

- Quantities of items needed under conditions of emergency or public exigency as approved by the OCWUT General Manager or designee.
- Quantities of items obtainable from State contracts, as approved by the OCWUT General Manager or designee.
- Quantities of items where federal funds are involved, and other actions are warranted for federal regulatory compliance purposes.
- Quantities of items awarded under specific and separate contracts.
- Quantities of items which otherwise are determined to be outside the general scope and intent of this contract.
- When multiple contractors have been awarded contracts (multiple award), the Contracting Entity agrees to place all orders for the particular item or group of items, as shown on the price schedule, for which the contractor has been determined to be uniquely capable of supplying, as awarded, except as provided for in instances stated above.
- 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, and purchases made in future fiscal years or other contract periods are subject to future appropriations and availability of funds.

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OCWUT Bid 08-22 Carbon Dioxide for Water Treatment Plants

DELIVERY SCHEDULE

Any deliveries to the Contracting Entity shall be delivered **freight prepaid F.O.B. Destination-inside delivery**, Oklahoma City, Oklahoma, and to any and all points designated in the bid specifications.

Bidders shall specify their proposed delivery schedule for the requested materials on Technical Specifications (Bid Form A). If no alternative is proposed on the price schedule sheet, the awarded bidder(s) shall be expected to meet the stated delivery time of ten (10) calendar days after receipt of a delivery request from the Contracting Entity and 24 hours for emergency deliveries. 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. The Contracting Entity shall not be held liable for any and all damages sustained by the contracted bidder for delivery of materials awarded by contract.

Delivery of materials to the 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.

DELIVERY LOCATIONS

Deliveries of carbon dioxide shall be in bulk quantities of approximately 20 to 25 tons or less, via tankertrucks. **Due to storage limitations at certain water treatment plants, it may be necessary to deliver carbon dioxide to two separate locations.** All shipments shall be accompanied by certified weight tickets.

Delivery shall be made between the hours of 7:30 a.m. and 3:00 p.m., Monday through Friday, as specified by Contracting Entity. The risk from any cause shall be borne by the contracted bidder until actual delivery and acceptance by the Contracting Entity. The contracted bidder with the particular plant destination should prearrange any variance from these days and hours. Unusual circumstances will receive consideration. Plant personnel will determine the carbon dioxide inventories and order carbon dioxide on an as-needed basis. Plant personnel will endeavor to place all orders four (4) days in advance, the supplier must be able to provide 24-hour emergency deliveries upon request.

All vendors must state within this bid a delivery schedule for all materials and supplies. Delivery schedules shall be an important criterion in the evaluation of bids and recommendations for contract awards. In the event that any vendor frequently fails to meet specified delivery time schedule, the Contracting Entity reserves the right to rescind the contract.

The delivery location(s) are as follows:

Location	Address	Phone Number	Contact
Hefner Water Treatment Plant	3827 W. Hefner Rd Oklahoma City, Ok 73120	(405) 297-3260	Plant Manager
Draper Water Treatment Plant	13700 S. Douglas Blvd. Oklahoma City, Ok 73165	(405) 297-2841	Plant Manager

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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. Contracting Entity reserves the right to test any load prior to the transfer and any load tested by the Contracting Entity that fails to comply with the Specifications shall constitute grounds for rejection of the load or for equitable adjustment to the Contracting Entity.

Commercial Packaging

Packaging and shipping of product shall conform to the current regulations of the U.S. Department of Transportation (DOT) and other applicable federal, state, and local requirements. Preservation, packaging, packing, and marking will be in accordance with Bidder's best commercial practice, to provide adequate protection against shipping damage.

Safety/Responsibility

The contracted 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 contracted bidder must assure their employees follow all safety rules; and must report to plant personnel any hazards and/or occurrences

Security

The contracted bidder will be responsible for following all security procedures related to the delivery of chemicals at the plants. The contracted bidder may be required to sign a non-disclosure affidavit before receiving a copy of these procedures. **Upon contract award the contracted bidder must contact the Water Treatment Plants for security delivery procedures.**

Spillage/Clean Up

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

Contracted bidder shall be responsible for connection of hoses and off-loading the chemical into City owned tanks. For safety reasons, an operator (City Employee) will be present during connection of hoses for bulk filling. The contracted bidder's driver shall be properly trained in emergency response and recovery. Additionally, the driver shall be considered the first responder in case of a leak or spill during the unloading procedure. If during the delivery and unloading the contracted bidder causes chemicals to be spilled or otherwise improperly discharged from storage vessels, piping, hoses, and connections, the contracted bidder shall contain, clean up, and return the site to the condition existing prior to the spill. The contract bidder shall be responsible for immediately reporting any chemical losses/spill due to loading

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to the appropriate State and Federal regulatory agency.

SAFETY DATA SHEETS

Any Contractor supplying goods or materials to The City of Oklahoma City or a related Trust that require a Safety Data Sheet (SDS) will furnish the required sheet or a composite concentration list in one of the following manners:

- a. Submitted as part of the proposal document
- b. Submitted prior to agreement/contract award
- c. Submitted with the product invoice
- d. Submitted at the request of The City or Trust

In all instances, the Contractor 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 or from The City or related Trust. 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:

The City of Oklahoma City
Risk Management Division
420 W. Main Street, Suite 630
Oklahoma City, Oklahoma 73102
Attn: Environmental Specialist

BRAND NAMES

The Contracting Entity recognizes that different manufacturers will have their own equipment design and engineering details, which might deviate from these specifications.

The Contracting Entity will consider any such deviations subject to materials, services, and/or equipment bid confirming to these basic specifications, and meeting the functional, performance, and operational requirements of the Contracting Entity. However, Bidder must clearly communicate such deviations, if any, on the bid, as well as providing supportive literature and specification describing any deviations and detailing how much deviations affect the bid items' usability or performance.

PAYMENT METHODS

The ordering departments will utilize purchase order numbers for ordering the goods/services they require as the need arises during the pricing agreement/contract period. The Contracting Entity shall not be held liable for any and all damages sustained by any contractor for delivery of goods or services. The Contracting Entity agrees only to pay vendors for goods/services awarded by pricing agreement/contract if there is delivery and acceptance of the materials by

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the Contracting Entity and the delivery is accompanied by an authorized purchase order. Services performed for any Oklahoma City department 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. The original invoice must be mailed directly to the Oklahoma City Water Utilities Trust, Attn: Finance Operations, 420 West Main, Suite 500, Oklahoma City, OK 73102. In addition, invoices and payment correspondence may be emailed to wwfinancepayables@okc.gov. 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.

Invoices must contain the following information:

- a. Vendor'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:
 - i. description/stock number
 - ii. unit price
 - iii. quantity
 - iv. unit of issue (each, box, dozen, pound, etc.)
 - v. total price
- e. Total amount of invoice
- f. Date of delivery

*Invoices should not reflect any outstanding backorders.

INSURANCE REQUIREMENT

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

In this connection, the Contractor shall carry Worker's Compensation in accordance with State Laws and General Liability Insurance in the following 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 number of claims for damage to or destruction of property, including but not limited to consequential

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damages, arising out of a single 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 accident or occurrence.

Single Occurrence or Accident Liability - In an amount not less than one million dollars (\$1,000,000) for any number of claims arising out of a single occurrence or accident.

Automobile Liability Insurance – The contractor shall maintain insurance coverage as to the ownership, maintenance, and use of all owned, non-owned, leased or hired equipment when said equipment is utilized to meet the requirements of this pricing agreement/contract.

The insurance policies shall be issued by a company authorized to do business in the state of Oklahoma and acceptable to The City of Oklahoma City and its' Trusts. The City shall be furnished with a Certificate of Insurance evidencing all the above-referenced requirements and shall state that such insurance shall not be changed or canceled without ten days prior written notice to The City of Oklahoma City. 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 Contractor shall also provide tail coverage that extends a minimum of two years from the expiration of the Contract. Certificates of Insurance shall be delivered to The City of Oklahoma City prior to contract award. **The City of Oklahoma City shall be listed as the Certificate Holder. The policy description shall state the following: "The City of Oklahoma City and OCWUT are additional insured on all policies as required by the contract."**

Unless otherwise approved by the City 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, or defense expenses not otherwise covered by the Contractor's self-insured retention.

LIQUIDATED DAMAGES

If the Contractor fails to deliver the product within the specified delivery schedule as bid by the Contractor, it is understood the Contractor hereby agrees to liquidated damages of three hundredths percent (0.03%) of the invoiced price for each intervening calendar day greater than the delivery date specified in the bid and incorporated in this contract. The General Manager or designee may waive liquidated damages based on extenuating circumstances beyond the control of the Contractor. The Contractor shall notify the Contracting Entity if the delivery schedule cannot be met.

NOTICE OF NONCONFORMANCE

Nonconformance of carbon dioxide supply and/or shipment shall be based on a certified test report and/or documentation from the contracted bidder as to the quality of carbon dioxide 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 carbon dioxide shipment does not meet the requirements of this specification.

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If the carbon dioxide delivered does not meet the chemical, physical, safety, or security requirements of this specification, the Contracting Entity shall notify the contracted bidder of this nonconformance and seek appropriate retest and/or material replacement within ten (10) days. The contracted bidder agrees to adjust the invoiced price by fifteen percent (15%) and/or reject each carbon dioxide supply and/or shipment that is determined to be in nonconformance.

WARRANTY

All bidders shall guarantee that the materials and supplies they propose to furnish shall be in accordance with the manufacturer's specifications and shall perform the functions for which they were designed, manufactured, and proposed by the bidders for use by the Contracting Entity.

The bidder warrants that at the time of delivery, all items furnished under this contract will be free from defects in material or workmanship and will conform to the specifications and all other requirements of this 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 contractor agrees that the Contracting Entity shall have the right to reject and return each nonconforming item to the contractor for correction or replacement at the contractor's expense. The Contracting Entity shall also have the right to require an equitable adjustment in the 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.

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 Request for Bids contain all covenants, agreements, obligations, rights, duties, and stipulations agreed upon by the parties hereto upon the execution hereof. No statements or representations, oral or written, not incorporated herein shall be a part of the Agreement.

INDEPENDENT CONTRACTOR

Bidder is, and shall always remain, an independent contractor 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 contractor 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 contractors, if any;

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and that nothing herein shall be construed as creating a partnership or joint venture between the Contracting Entity, Oklahoma City and the Bidder.

INDEMNIFICATION

To the maximum extent permitted by law, the Contractor shall be liable for and shall hold the City of Oklahoma City or any of its trusts harmless from all damage or injury caused to persons or property arising out of the performance of any contract resulting from this Request for Bid. The Contractor shall agree to assume the defense of the City and their officers and employees in all legal proceedings with third parties connected with the vendor's performance under this Contract, and to pay all expenses, including court costs and reasonable attorney's fees, incurred by OCWUT directly, or indirectly on account of such legal proceedings. The Contractor's obligations hereunder are expressly conditioned upon OCWUT's provision of notification to the Contractor of any pending such claim or suit, OCWUT shall cooperate with the Contractor in its handling of any such claim or suit to the extent their interests do not conflict. In no event shall the Contractor be obligated to indemnify or hold OCWUT harmless with respect to any liability caused by the sole negligence of OCWUT.

The OCWUT is a public trust created pursuant to the laws of the state of Oklahoma with the City of Oklahoma City, a municipality created pursuant to Article 18, section 3 of the Oklahoma Constitution, as its sole beneficiary. The OCWUT expressly reserves all

Oklahoma common law and statutorily created and recognized rights and warranties, express and implied. The OCWUT expressly states that neither the OCWUT nor the City of Oklahoma City can or will waive any rights or warranties provided or available under Oklahoma law. By submitting a bid, the Bidder expressly agrees to comply with all such warranties. The Bidder acknowledges and by submitting a bid agrees that neither OCWUT nor Oklahoma City has or will waive any rights or warranties provided or available under Oklahoma law and that this paragraph will supersede and take precedence over any paragraph, term, or provision to the contrary.

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. These specifications constitute a vital part of the vendor'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.

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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, or City staff) 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 officer or departmental contact as outlined in the Clarifications section above

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.

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

BID AWARD

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.

The Contracting Entity may choose to award contract(s) of a particular item or group of items to one or more contractors. Generally, the contractor(s) will be identified as Primary or Secondary contractors 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

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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 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 vendor. If for any reason(s) the Primary vendor 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 vendors in that order, to meet its critical requirements.

Award Methodology

It is the Contracting Entity's intention to award based on the bidder's ability to meet the requirements of the specifications, lowest and best unit price; and best delivery schedule.

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TECHNICAL SPECIFICATIONS – CARBON DIOXIDE

Definition

The carbon dioxide covered by these specifications shall comply with the AWWA Standard B-510-06 – Carbon Dioxide, National Standards Institute/National Sanitation Foundation's Standard 60 – Drinking Water Treatment Chemicals

Chemical Specifications

A copy of the vendor's chemical specifications sheet shall be submitted with each bid on the attached Technical Specifications (Bid Form A). (This should contain information for both Technical Specifications and AWWA standard chemical analysis results.)

Carbon Dioxide	Minimum 99.5 % (mol/mol)
Water	Maximum 20 ppm (v/v) (vapor)
Water Dew Point	-68 degrees Fahrenheit
Total Hydrocarbons (as methane)	Maximum 50 ppm
Oxygen	Maximum 50 ppm
Carbon Monoxide	Maximum 10 ppm (vapor)
Hydrogen Sulfide	Maximum 0.5 ppm (vapor)
Nitric Oxide	Maximum 5 ppm (Total NO + NO ₂)
Sulfur Dioxide	Maximum 5 ppm
Carbonyl Sulfide	Maximum 0.5 ppm
Nonvolatile Residues	Maximum 10 ppm (wt/wt)
Acetaldehyde	Maximum 0.5 ppm
Total Sulfur	Maximum 0.5 ppm

Certification

The carbon dioxide shall meet ANSI/NSF 60 Certification in compliance with regulations of the Oklahoma Department of Environmental Quality. To meet this requirement, both the manufacturer and supplier shall have ANSI/NSF 60 Certification for carbon dioxide. Copies must be submitted with each bid (p. 21). ***Bids for non-certified carbon dioxide will be rejected.***

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LETTER OF AUTHORIZATION

IF THE PERSON SIGNING THE CONTRACT IS NOT AN OFFICER OR OWNER OF THE COMPANY, A LETTER SIGNED BY THE OWNER OR AN OFFICER OF THE CORPORATION IS NEEDED, WHICH AUTHORIZES THE PERSON WHO SIGNED THE CONTRACT TO DO SO. THIS DOCUMENT CAN BE UPLOADED ELECTRONICALLY AS AN ATTACHMENT TO ONE OF THE LINE ITEMS ON THE ELECTRONIC BID.

This letter authorizes _____ to sign all forms related to the Oklahoma City

Water Utilities Trust's invitation to bid on behalf of

_____ (vendor name).

Sincerely,

Signature

Print

Date

Title: (must be checked)

- | | |
|--|--|
| <input type="checkbox"/> Owner | <input type="checkbox"/> Treasurer |
| <input type="checkbox"/> Chief Executive Officer [CEO] | <input type="checkbox"/> Corporate Secretary |
| <input type="checkbox"/> Chairman or Chairman of the Board | <input type="checkbox"/> Assistant Secretary |
| <input type="checkbox"/> President | <input type="checkbox"/> Secretary-Treasurer |
| <input type="checkbox"/> Vice-President | |

BIDDER MUST ELECTRONICALLY PRINT, COMPLETE, AND SIGN THIS DOCUMENT PRIOR TO UPLOADING AS AN ATTACHMENT INTO THE ELECTRONIC BID SYSTEM.

Technical Specifications (Bid Form A)

This Bid Pricing Sheet and the documents attached hereto in accordance with the Bidding Documents constitute the Bidder's Bid. Any terms or provisions attached or included in the Bid that were not expressly permitted or required by the Bidding Documents will be void and the Bidder will be deemed to have made an irrevocable firm offer in accordance with the Bidding Documents.			
Item	Estimated Tons Monthly	Estimated Minimum Order	Bid Price Per Ton
AWWA b-510-06 Carbon Dioxide	84	20 to 25 Tons	\$
Manufacturer			
Brand Name			
Manufacturer ANSI/NSF 60 Certification			Attach Copy
Distributor's ANSI/NSF 60 Certification			Attach Copy
Safety Data Sheet			Attach Copy
Vendor's Chemical Specification Sheet			Attach Copy
Chemical Specifications			
Specification Analysis of Chemical Content	Parts per Million by Weight	Manufacturer's Chemical Content	
Carbon Dioxide	Minimum 99.50% (mol/mol)	%	
Water	Maximum 20 ppm (v/v (vapor))	/ppm	
Water Dew Point	-68 degrees Fahrenheit	°F	
Total Hydrocarbons (as methane)	Maximum 50 ppm	/ppm	
Oxygen	Maximum 50 ppm	/ppm	
Carbon Monoxide	Maximum 10 ppm (vapor)	/ppm	
Hydrogen Sulfide	Maximum 0.5 ppm (vapor)	/ppm	
Nitrogen Oxide	Maximum 5 ppm (Total NO + NO ₂)	/ppm	
Sulfur Dioxide	Maximum 5 ppm	/ppm	
Carbonyl Sulfide	Maximum 0.5 ppm	/ppm	
Nonvolatile Residues	Maximum 10 ppm (wt/wt)	/ppm	
Acetaldehyde	Maximum 0.5 ppm	/ppm	
Total Sulfur	Maximum 0.5 ppm	/ppm	
<i>Delivery/Response Schedules</i>			Delivery in Days
Standard Delivery – Expected within 7 days.			
Emergency Response Delivery – Expected within 24 hours.			

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Overall Bid Questions

Question 1

Who is the current CO2 supplier and what is the current price? (Submitted: Mar 24, 2022 8:58:44 AM CDT)

Answer

[edit](#) 

- Current supplier is Ethanol Products, LLC dba POET Ethanol Products. Cost is \$100.00 per ton. (Answered: Mar 24, 2022 10:40:51 AM CDT)

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