



LEXINGTON

Bid 59-2024 CarbUSA LLC Supplier Response

Event Information

Number: Bid 59-2024
Title: Activated Carbon Replacements
Type: Competitive Bid
Issue Date: 4/17/2024
Deadline: 5/1/2024 02:00 PM (ET)

Contact Information

Contact: Brian Marcum
Address: Central Purchasing
Government Center Building
200 East Main Street
Lexington, KY 40507
Phone: (859) 2583320
Fax: (859) 2583322
Email: brianm@lexingtonky.gov

CarbUSA LLC Information

Address: 140, Metro Park
Rochester, NY 14623
Phone: (585) 207-8050

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Sudharman Samarakoon

Signature

Submitted at 5/1/2024 02:58:29 AM (ET)

sales2@carbusa.us

Email

Response Attachments

INVITATION TO BID.pdf

INVITATION TO BID

AFFIDAVIT.pdf

AFFIDAVIT

3.EQUAL OPPORTUNITY AGREEMENT.pdf

3.EQUAL OPPORTUNITY AGREEMENT

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4.GENERAL PROVISIONS OF BID CONTRACT

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6.AMENDMENT 1 COC

LFUCG MWDBE PARTICIPATION FORM.pdf

LFUCG MWDBE PARTICIPATION FORM

Data Sheet.pdf

Data Sheet - High Capacity carbon

Stags Z800.pdf

potassium permanganate media

Certified Check.pdf

Certified Check

MWDBE QUOTE SUMMARY FORM.pdf

MWDBE QUOTE SUMMARY FORM

Bid Lines

1	Inspect media vessels to document damage that requires immediate or long term attention.
Quantity: <u> 1 </u> UOM: <u>Lump Sum</u> Price: \$0.00 Total: \$0.00	
Supplier Notes: Included in # 3 Remove spent media and package it in a manner that allows it to be safely transported off-site.	

2	Inspect and balance fans. Check airflow balance of vessels after fan balancing. Verify that operation is within normal ranges.
Quantity: <u> 1 </u> UOM: <u>Lump Sum</u> Price: \$0.00 Total: \$0.00	
Supplier Notes: Included in # 3 Remove spent media and package it in a manner that allows it to be safely transported off-site.	

3	Remove spent media and package it in a manner that allows it to be safely transported off-site.
Quantity: <u> 1 </u> UOM: <u>Lump Sum</u> Price: \$15,930.00 Total: \$15,930.00	

4	Package Header
Replace spent media with new media that meets the specifications listed above and is approved by Owner.	
Quantity: <u> 1 </u> UOM: <u>Lump Sum</u> Total: \$91,240.00	
Package Items	
4.1 *Material (High Capacity Media)	
Quantity: <u> 1 </u> UOM: <u>Lump Sum</u> Price: \$41,480.00 Total: \$41,480.00	
4.2 *Material (Potassium Permanganate Media)	
Quantity: <u> 1 </u> UOM: <u>Lump Sum</u> Price: \$49,760.00 Total: \$49,760.00	
4.3 Total labor cost for replacing the spent media with either high capacity or potassium permanganate media	
Quantity: <u> 1 </u> UOM: <u>Lump Sum</u> Price: \$0.00 Total: \$0.00	
Supplier Notes: Included in # 3 Remove spent media and package it in a manner that allows it to be safely transported off-site.	

5	Transport spent media off-site for regeneration or disposal (Contractor to comply with all disposal requirements)
Quantity: <u> 1 </u> UOM: <u>Lump Sum</u> Price: \$2,800.00 Total: \$2,800.00	

6	Material cost per cubic foot of high capacity media
Quantity: <u> 1 </u> UOM: <u>Cubic Foot</u> Price: \$70.79 Total: \$70.79	

7	Material cost per cubic foot of potassium permanganate media
Quantity: <u> 1 </u> UOM: <u>Cubic Foot</u> Price: \$160.00 Total: \$160.00	

Response Total: \$110,200.79



LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: April 17, 2024

INVITATION TO BID #59-2024 Carbon Replacement at Town Branch

Bid Opening Date: May 1, 2024

Bid Opening Time: 2:00 PM

Address: Electronic Submittal in Ionwave

Type of Bid: Firm Bid

Pre Bid Meeting: NA

Pre Bid Time: NA

Address:

Sealed bids will ONLY be received online at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time on **05/01/2024**. Bids must be submitted/uploaded by the above-mentioned date and time.

Bids are to include all shipping, handling and associated fees to the point of delivery located at: Town Branch Treatment Plant, Jimmie Campbell Drive, Lexington, Ky.

Bid Security and Performance Bond Required for all bids over \$50,000.

<input checked="" type="checkbox"/> Bid Specifications Met _____ Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	Check One:	Proposed Delivery: 45 days after acceptance of bid.
Procurement Card Usage —The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? _____ Yes <input checked="" type="checkbox"/> No		

Submitted by: CarbUSA LLC

Firm Name

140, Metro Park

Address

Rochester, NY. 14623

City, State & Zip

Bid must be signed:
(original signature)

Signature of Authorized Company Representative – Title

Chinthaka Pathirannehelage

Representative's Name (Typed or printed)

585-207-8050

585-207-8051

Area Code - Phone – Extension

Fax #

sales2@carbuser.us

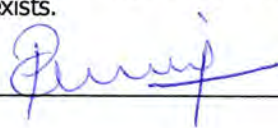
E-Mail Address

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

Comes the Affiant, Chinthaka Pathirannehelage, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Chinthaka Pathirannehelage and he/she is the individual submitting the bid or is the authorized representative of CarbUSA LLC
the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught. 

STATE OF New York

COUNTY OF Monroe

The foregoing instrument was subscribed, sworn to and acknowledged before me
by Chinthaka Pathirannehelage on this the 19th day
of April, 2024

My Commission expires: 11/20/2026


NOTARY PUBLIC, STATE AT LARGE

Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the **"Recipient"**) hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the **"Act"**), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the **"Regulations"**) and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, veteran status, disability and age.

Carb USA LLC


Authorized Signatory
Director

Signature

CARBUSA LLC

Name of Business



GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked **"modifications of bid response"**.
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the **specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's** bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.

12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.
13. Assignment of Contract: The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. Governing Law: This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. Price Discrepancy: When applicable, in case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.
19. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
20. **Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.**

21. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

Carb USA LLC

.....
Authorized Signatory
Signature **Director**

4/26/2024

Date





LEXINGTON

MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 59-2024 Carbon Replacement at Town Branch

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name CarbUSA LLC	Contact Person Eng.Sam
Address/Phone/Email 140, Metro Park, Rochester, NY. 14623. 585-207-8050 sales2@carbusa.us	Bid Package / Bid Date 30th APRIL 2024

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
PO Box 397 Landrum, SC 29356	Joseph Pitman	678-296-2614	04/26/2024	New Material Transportations	E-mail	\$ 2,450		✓

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/
NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

CarbUSA LLC

Company
04-30-2024

Date

Chinthaka Pathirannehelage

Company Representative
Member

Title



April 30, 2024

Dear CarbUSA Team,

Based on the specifications provided regarding the shipment of your bulk bags, we have prepared the following transportation quote:

Shipment Details:

- **Item:** 14 x 550 kg bulk bags (2 bags per pallet).
- **Pickup Location:** Savannah, Georgia.
- **Destination:** Nicholasville, KY 40504.

Transportation:

- One flatbed truck equipped with tarps to ensure protection from weather elements.

Cost Breakdown:

- **Flatbeds with Tarps:** 1 x \$2,450
- **South Carolina Tax (7%):** \$171.50.
- **Total Cost:** \$2,621.50.

Payment Terms:

- NET30 from the date of invoice.

Please review the above information and let us know if you have any questions or require further details. Once you approve, we will proceed accordingly.

Thank you for considering us for your logistics needs. We aim to provide reliable and efficient services tailored to your requirements.

Warm regards,

Joseph B. Pitman

President

Asterism Logistics Consulting

Web: www.AsterismConsulting.com

Mobile: 678-296-2614



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 59-2024 Carbon Replacement at Town Branch

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Asterism Logistics Consulting, LLC PO Box 397 Landrum, SC 29356 Joseph Pitman 678-296-2614 JPitman@AsterismConsulting.com	Veteran	New Material Transportations	\$ 2,450 .00	Apprx 2.2 %
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

CarbUSA LLC

Company

04/30/2024

Date

Chinthaka Pathirannehelage

Company Representative

Member

Title

WORKFORCE ANALYSIS FORM

Name of Organization: CarbUSA LLC (including contractor)

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African- American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators		2	1														
Professionals		2															
Superintendents		1				1				1							
Supervisors				2						1							
Foremen																	
Technicians		4		6		4											
Protective Service																	
Para-Professionals																	
Office/Clerical			3														
Skilled Craft		3				2											
Service/Maintenanc		2															
Total:		14	4	8		7				2						3	1 4

Prepared by: Eng.Sam
(Name and Title)

Date: 04 / 26 / 2024

Revised 2015-Dec-15

**AMENDMENT 1 —
CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS,
INCLUDING THE AMERICAN RESCUE PLAN ACT**

The Lexington-Fayette Urban County Government (“LFUCG”) may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor’s compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

The bidder (hereafter “bidder,” or “contractor”) agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act (“ARPA”), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.
3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.

- (2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the subgrantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with ‘Limited English Proficiency’ in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.”

15. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:


- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.

Carb USA LLC

.....
Authorized Signatory
Director

Signature

10/13/2023

Date





Cashier's Check

No. 4687001782

Notice to Purchaser - In the event that this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

VOID AFTER 90 DAYS

30-E/1140
NNY

Date 10/13/23 03:01:51 PM

702 0024112 064



\$13,650.00

Pay

Thirteen Thousand Six Hundred Fifty and 00/100 Dollars

To The LEXINGTON-FAYETTE-URBAN COUNTY GOVERNMENT
Order Of

Remitter (Purchased By): CARB USA LLC

Bank of America, N.A.
SAN ANTONIO, TX

AUTHORIZED SIGNATURE

⑈1587001782⑈ ⑆114000019⑆ 1541004977⑈

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENTS.

CEVC CAT 460 S

Catalytic Activated Carbon

CEVC CAT 460 S is high adsorption capacity, catalytic activated carbon manufactured with special advanced technology from selected coconut shell charcoal. Its enhanced properties make it particularly well suited for **H₂S, Mercaptan and other Sulphur gas** adsorption applications. Since the special manufacturing process eliminates the post activated impregnation, it ensures consistent and superior **H₂S and Sulphur** removal capacity under different adsorption conditions while eliminating bed fire caused by heat released during chemisorption. The flat adsorption isotherm accounts for a high capacity over a wide range of concentration. Even the higher requirements for clean gas values in filter systems are met by this product. Moreover, the product is well suited for **VOC removal** because of its enhanced micropore structure. Due to these excellent performance, CEVC CAT 460S is extremely suitable for **Biogas, LNG, RNG, WTP, Petroleum and other Sulphur and VOC removal applications**. Furthermore, it is also used in odor control and catalysts or catalysts carrier and other industrial purifications etc.



SPECIFICATION

Iodine Number	Min. 1100 mg/g
Moisture content (as packed)	Max. 5 %
Ash	Max. 4 % *
H ₂ S Capacity	0.30 g/cc **
pH	9 -11
CTC Value	Min. 65 % *

*Ash content and CTC value of base material

** 0.67- 0.7 g/g

SPECIFIC CHARACTERISTICS

- ✚ Excellent adsorption ability.
- ✚ Very suitable for the removal of odors.
- ✚ Maximum hardness.
- ✚ Excellent Clean gas values attainable.
- ✚ High volume activity.
- ✚ Catalytically active without impregnation.
- ✚ Cost effective / performance ratio.
- ✚ Consistently high product quality guaranteed by CarbUSA.

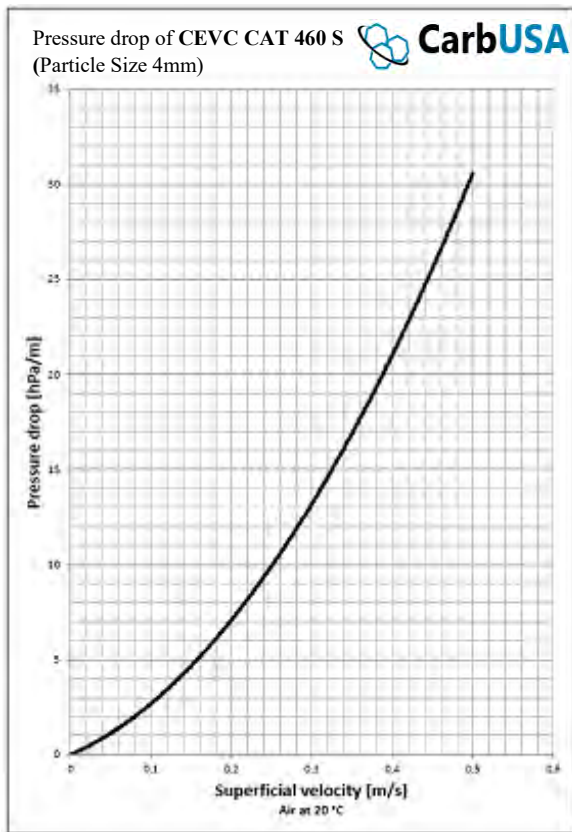
TYPICAL PROPERTIES

Apparent density	0.45 (±0.05) g/cc
Hardness	Min. 97
Particle Diameter	4 mm

Weight of one cubic foot of CEVC CAT 460 S is 28.1 lbs.

TYPICAL APPLICATIONS

- * Adsorption and recovery of low-boiling solvents.
- * Precipitation of organic substances in low concentration Gas storage.
- * Removal of odorous substances.
- * Emission Control.
- * Air Stripper odd Gas treatment.
- * Industrial Gas treatment.
- * Oil& Gas industry.



Due to the fact that the products are manufactured on the basis of natural raw materials the typical properties may vary, but represent the average of continuous product/quality control.

CERTIFICATIONS & APPROVALS

- ISO 9001 - 2015
- ISO 14001-2015

QUALITY

CarbUSA guarantees the specifications through representative and analysis.

WARRANTY DISCLAIMER

Please confirm the specification of any particular grade with your prior to purchase. The user is responsible for ensuring that the product is correctly specified prior to purchase and CarbUSA makes no express warranty as to suitability for specific application.

AVAILABLE H₂S REMOVAL CAPACITIES

- 0.2 g/cc
- 0.25 g/cc
- 0.3 g/cc
- 0.4 g/cc

AVAILABLE PELLET SIZES

- 2 mm
- 3 mm
- 4 mm
- 5 mm

PACKING

- 55 Lbs. (25 Kg)
- 1112 Lbs. (550 Kg)



SAFETY ADVICE: Wet activated carbon removes oxygen from the surrounding air. In closed or partially closed rooms or containers, oxygen depletion may reach hazardous levels. The directives on entering closed, potentially oxygen depleted rooms, as well as the warnings in CarbUSA's Safety Data Sheets have to be observed.



CARB USA LLC.

Marketing 140, Metro Park, Rochester, NY 14623 USA.

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E: sales2@carbusa.us , info@carbusa.us

W:carbusa.us



MATERIALS RESEARCH DIVISION

Modern Industries, Inc.
850 POPLAR STREET
PITTSBURGH, PENNSYLVANIA 15220
TEL. (412) 922-9226 FAX (412) 922-7674
www.modernind.com

Complete Material Testing and Research Services

ANALYTICAL REPORT

TESTED FOR: CarbUSA LLC
140 Metro Park
Rochester, NY 14623

LABORATORY NO: INO116356
RETEST

ATTENTION: Sudharman Samarakoon

DATE RECEIVED: 9/27/23

PURCHASE ORDER:

REPORT DATE: 10/18/23

REMARKS:

Sample Description : Four (4) Carbon Samples

Test	CEVC- CAT 460S 0.3S/002	CEVC CAT 460S 0.3S/011	CEVC CAT 460S 0.3S/012	CEVC CAT 460S 003./2023- 460S
Hydrogen Sulfide Breakthrough Capacity, g/cc	0.316	0.301	0.304	0.312

Respectfully Submitted,
MODERN INDUSTRIES, INC.

Deni T. Servagno
Manager, MRD Pittsburgh

1-Client
DTS/mm

FILTRATION MEDIA DATA SHEET

Stags - Z800

Applications

VOC Abatement
Odor Control
Air Purification
BTEX Removal

Features / Benefits

High Activity
High Hardness
Low Attrition Rates
High Purity
No Preconditioning Required

Packaging

25 Kg bags
500 Kg bulk bags

STAGS

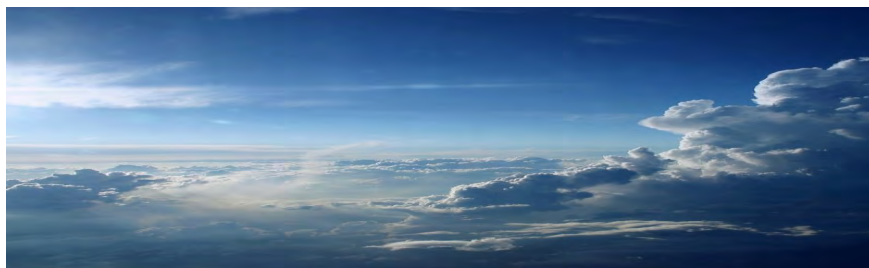
Phone: 713.703.6516
E-mail: info@tetrasolv.com

Stags - Z800 8% activated alumina impregnated media. The number one method for removing acid gasses and other airborne pollutants.

Stags - Z-800 is a unique alumina impregnated with potassium permanganate, to oxidize gaseous pollutants such as Vinyl Chloride hydrogen sulfide, DMS, DMDS, formaldehyde, ethylene, and mercaptans. The high hardness and low dust levels makes it very easy to use. **Stags - Z800** can be sold separately or part of a turnkey package involving equipment and service.

Specifications

Ball Pan Hardness	99
Apparent Density	48 - 50 lbs/ft3
KMnO4 Impregnation	8% min
Mesh Size	4 mm



CAUTION Activated carbon can remove oxygen from air under wet or humid conditions. Care should be taken when entering confined spaces where wet activated carbon is present. Use proper breathing apparatus to prevent prolonged dust exposure.

NOTICE Stags reserve the right to change product specifications without prior notification. The information contained in this datasheet is intended to assist a customer in the evaluation and carbon selection. Stags or any of its affiliations assumes no obligation or liability for the usage of the information in this datasheet. No guarantees or warranties, expressed or implied, are provided and the user must accept full responsibility for performance of carbon based on this data.