

MAYOR LINDA GORTON



LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

ADDENDUM No. 2

Bid Number: **#29-2025**

Date: March 11, 2025

Subject: Activated Carbon Replacement in Odor Control
Units

Address inquiries to:
Q&A Module on Ion Wave

Brian Marcum
brianm@lexingtonky.gov
(859) 258-3325

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following modifications to the above referenced Bid:

Will LFUCG accept a 4x10 mesh size granular activated carbon product as an equivalent to the 4mm pellet carbon spec?

No

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the Bid and specifications are unchanged.
This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: Carbon Activated Corporation

ADDRESS: 2250 South Central Avenue Compton CA 90220

SIGNATURE OF BIDDER: _____



MAYOR LINDA GORTON



LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

ADDENDUM No. 1

Bid Number: **#29-2025**

Date: March 7, 2025

Subject: Activated Carbon Replacement in Odor Control
Units

Address inquiries to:
Q&A Module on Ion Wave

Brian Marcum
brianm@lexingtonky.gov
(859) 258-3325

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following modifications to the above referenced Bid:

Please see the attached questions and answers.

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the Bid and specifications are unchanged.
This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: Carbon Activated Corporation

ADDRESS: 2250 S. Central Ave, Compton, CA 90220

SIGNATURE OF BIDDER: 





LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Procurement

Date of Issue: 03/05/2025

INVITATION TO BID #29-2025 Activated Carbon Replacements in Odor Control Units

Bid Opening Date: 03/21/2025

Bid Opening Time: 2:00 PM

Address: All bids must be submitted on line at <https://lexingtonky.ionwave.net/>

Type of Bid: Price Contract

Pre Bid Meeting: N/A

Pre Bid Time: N/A

Address: N/A

Sealed bids will ONLY be received online at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time on 03/21/2025. 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 (unless otherwise specified in the bid documents below) located at: Lexington, KY

<p>Check One:</p> <p><input checked="" type="checkbox"/> Bid Specifications Met _____ Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i></p>	<p>Proposed Delivery:</p> <p><u>10</u> days after acceptance of bid.</p>
<p>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? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	

To expedite award, the forms in this document should be completed and uploaded with your bid.

Submitted by: Carbon Activated Corporation

Firm Name

2250 S. Central Avenue

Address

Compton, CA 90220

City, State & Zip

Bid must be signed:

 Secretary

Signature of Authorized Company Representative – Title

Anne Nash

Representative's Name (Typed or printed)

310-885-4555

424-213-5995

Area Code - Phone – Extension

Fax #

anash@activatedcarbon.com

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, Anne Nash, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Anne Nash and he/she is the individual submitting the bid or is the authorized representative of Carbon Activated Corporation 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 Procurement 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 California

COUNTY OF Los Angeles

The foregoing instrument was subscribed, sworn to and acknowledged before me
by _____ on this the _____ day
of _____, 20__.

My Commission expires: _____

please see attached.

NOTARY PUBLIC, STATE AT LARGE

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF Los Angeles)

On 03/19/25 before me, Luis F. Solares - Notary Public
DATE INSERT NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared, Anne Nash

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature] (SEAL)
NOTARY PUBLIC SIGNATURE



OPTIONAL INFORMATION

THIS OPTIONAL INFORMATION SECTION IS NOT REQUIRED BY LAW BUT MAY BE BENEFICIAL TO PERSONS RELYING ON THIS NOTARIZED DOCUMENT.

TITLE OR TYPE OF DOCUMENT _____

DATE OF DOCUMENT _____ NUMBER OF PAGES _____

SIGNERS(S) OTHER THAN NAMED ABOVE _____

SIGNER'S NAME _____ SIGNER'S NAME _____

RIGHT THUMBPRINT

RIGHT THUMBPRINT

I. GREEN PROCUREMENT

A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to www.Energystar.gov). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

These products use 25 to 50% less energy
Reduced energy costs without compromising quality or performance
Reduced air pollution because fewer fossil fuels are burned
Significant return on investment
Extended product life and decreased maintenance

B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to www.Greenseal.org to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes ✓ No

II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Procurement may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Procurement.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal

or technical reasons, and to award each part of the bid separately, all parts to one vendor or all parts to multiple vendors.

- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Procurement. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be submitted in the Ion Wave online portal at <https://lexingtonky.ionwave.net/>
- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly

or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;*
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor

- (1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*
- (3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.

It is recommended that all of the provisions above quoted to be included as special conditions in each contract.

In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) *Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*
- (2) *Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

- V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Procurement resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Procurement shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Procurement will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Procurement shall in writing, affirm or withdraw the recommendation.

III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for **1** year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional **3-1** year(s) renewals. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- B. Price Changes **(Space Checked Applies)**
 - (XXX)1. Prices quoted in response to the Invitation shall be firm prices for the first 365 days of the Procurement Contract. After 365 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per year. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
 - ☐ 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
 - ☐ 3. See bid specifications.
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- F. No substitutions for articles specified herein may be made without prior approval of the Division of Procurement.

EQUAL OPPORTUNITY AGREEMENT

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.*

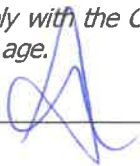
The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of 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.

Signature



Carbon Activated Corporation

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.

Signature

3-18-25
Date

WORKFORCE ANALYSIS FORM

Name of Organization: Carbon Activated Corporation

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 or Latino)		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		4	0	1	0	0	0	0	0	11	4	0	0	0	0	16	4
Professionals		3	0	0	0	0	0	0	0	1	1	0	0	0	0	4	1
Superintendents		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Supervisors		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Foremen		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technicians		15	0	14	0	1	0	0	0	10	1	0	0	0	0	40	1
Protective Service		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Para-Professionals		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Office/Clerical		3	4	0	0	0	0	0	0	4	5	0	0	0	0	7	9
Skilled Craft		8	0	16	0	0	0	0	0	3	0	0	0	0	0	27	0
Service/Maintenance		20	0	5	2	4	0	0	0	0	0	0	0	0	0	29	2
Total:		53	4	36	2	5	0	0	0	29	11	0	0	0	0	123	17

Prepared by: Anne Nash, General Counsel, Secretary, Date: 3 / 18 / 25
& Senior Vice President
(Name and Title) *Revised 2015-Dec-15*

**DIRECTOR, DIVISION OF PROCUREMENT
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION**

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
smiller@lexingtonky.gov
859-258-3323



LEXINGTON

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program (MBEP) is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long- term economic viability of Lexington-Fayette Urban County Government.

To that end the urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

Certified Disadvantaged Business Enterprise (DBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. Black American, Asian American, Hispanic American, Native American)

Certified Women Business Enterprise (WBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

Certified Veteran-Owned Small Business (VOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

Certified Service -Disabled Veteran Owned Small Business (SDVOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Procurement as having the appropriate credentials to make a determination as to the status of the business.

The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)
Kentucky Minority and Women Business Enterprise (MWBE)
Women's Business Enterprise National Council (WBENC)
National Women Business Owners Corporation (NWBOC)
National Minority Supplier Development Council (NMSDC)
Tri-State Minority Supplier Development Council (TSMSSDC)
U.S. Small Business Administration Veteran Small Business Certification (VetCert)
Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, smiller@lexingtonky.gov.



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

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 the Division of Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

The undersigned company representative submits the above list of MDWBE and veteran 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.

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to the Division of Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Note: Form required if a subcontractor is being substituted on a contract.**

SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email	DBE/MBE/WBE/VOSB/SDVOSB Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

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

Company

Company Representative

Date

Title



DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women, and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.
2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.
3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.
4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.
5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.
7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.

9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.
10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.
11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.
12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
 - a. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.
13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.
14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

Note: Failure to submit the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.

OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name:	Carbon Activated Corporation	Date:	3-19-25
Project Name:	Activated Carbon Replacements in Odor Control Units	Project Number:	29-2025
Contact Name:	Shami Fernando	Telephone:	281-846-6702
Email:	shamindrie@activatedcarbon.com		

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long -term economic viability of Lexington-Fayette Urban County Government.

To that end, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes ☒ No ☐

If yes, indicate all certification type(s):

DBE ☐ MBE ☒ WBE ☐ SBE ☐ VOSB/SDVOSB ☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city’s Minority Business Enterprise Program’s (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

Click or tap here to enter text.

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes ☐ No ☒

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal.  Click or tap here to enter text.

Please see attached letter.

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:

- ☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- ☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- ☐ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- ☐ Bidder sponsored an Economic Inclusion Outreach event.
- ☐ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- ☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- ☐ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- ☐ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- ☐ Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- ☐ Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

- ☐ Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.
- ☐ Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.
- ☐ Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.
- ☐ Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
- ☐ Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

 Click or tap here to enter text. 

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

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

Carbon Activated Corporation

Company

3-19-25

Date

Anne Nash

Company Representative

General Counsel, Secretary, & Senior

Title Vice President

4870-1925-6809, v. 1



Carbon Activated Corporation

2250 S. Central Avenue, Compton, CA 90220 | T: 310.885.4555 F: 310.763.5126
info@activatedcarbon.com | www.activatedcarbon.com

March 18, 2025

Lexington-Fayette Urban County Government

Central Purchasing
Attn: Brian Marcum
200 East Main Street
Lexington, KY 40507

BID #29-2025 Activated Carbon Replacement in Odor Control Units

Dear Mr. Marcum,

Carbon Activated Corporation (CAC) values the opportunity to serve Lexington-Fayette Urban County Government. We hereby request to waive the MBE and FBE participation goals for subcontractors on the above-named project for the following reasons:

1. Media removal and installation requires extensive knowledge and training which normally cannot be sub-contracted due to the training it requires in operating the equipment. Therefore, CAC will not be subcontracting out any work for this project. CAC provides extensive training to our field service team.

2. Carbon Activated Corporation is a Minority Business enterprise accredited by: The Utility Supplier Diversity Program of the California Public Utilities Commission and The City of Los Angeles.

As always, should you have any questions or concerns, please do not hesitate to contact Shamindrie Fernando (shamindrie@activatedcarbon.com, (716) 348-4306) or me (anash@activatedcarbon.com, (310) 561-6423).

Sincerely,

A handwritten signature in blue ink, appearing to read "Anne Nash", is written over a blue circular stamp.

Anne Nash
Senior Vice President
General Counsel & Secretary



***SUPPLIER CLEARINGHOUSE
CERTIFICATE OF ELIGIBILITY***



CERTIFICATION EXPIRATION DATE: **July 15, 2027**

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that it has audited and verified the eligibility of:

***Carbon Activated Corporation
Minority Business Enterprise (MBE)***

pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times and renewed within 30 days of any changes in ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if any verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on-site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at (800) 359-7998.

VON: 8JN00074

DETERMINATION DATE: July 15, 2024

RISK MANAGEMENT PROVISIONS INSURANCE AND INDEMNIFICATION

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

BIDDER/CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Auto Liability	\$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$100,000
Excess Liability	\$1 million per occurrence

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include Premises and Operations coverage unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of \$1 million unless it is deemed not to apply by LFUCG.
- e. The Policy shall include Umbrella/Excess Liability coverage in the amount of \$1 million per occurrence, \$1 million aggregate, unless it is deemed not to apply by LFUCG.
- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.

Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

Lexington Fayette Urban County Government (LFUCG)

Bid Specifications for Activated Carbon Media Replacement in Odor Control Units

The LFUCG is issuing this Bid for the sole purpose of obtaining responsive proposals and price quotes from responsible Bidders (Vendors) for removal, disposal, and replacement of spent activated carbon media in existing odor control carbon adsorber vessels. The new activated carbon must meet the performance and quality standards outlined in this specification. The primary goal is to allow for quick media replacement as needed to ensure continued effective operation of the odor control units to mitigate odors and improve the air quality around these systems.

The intent of this Bid is to prequalify viable Vendor(s) for activated carbon media replacement so that changeouts can be completed in a timely manner. Bidders must be regularly engaged in the supply and replacement of carbon media in odor control systems. Bidders must be able to demonstrate two (2) years minimum experience of providing carbon media replacement **successfully** to at least three (3) other municipal clients. *LFUCG will only consider proposals from Bidders who demonstrate similar experience with satisfactory reference verifications.*

LFUCG requires that selected bidder(s) shall provide all labor, materials, equipment, and supervision necessary for the complete and satisfactory performance for all activities associated with the replacement of the activated carbon media in accordance with this agreement. Services shall be provided in a safe, secure, effective, and efficient manner, compliant with all applicable laws, rules, and regulations during transportation, disposal, and installation. All costs for services provided shall be paid in accordance with the payment provisions as described in contract documents.

There is no guarantee of work associated with this Bid. LFUCG wishes to establish a price contract with all viable vendors.

SCOPE OF WORK

A. MEDIA REQUIREMENTS

Provide new activated carbon media that shall meet or exceed the following specifications (media provided under this contract is subject to Owner approval):

1. Media #1- Activated Carbon Media	
Minimum Hydrogen Sulfide (H ₂ S) Breakthrough Capacity	0.03 g of H ₂ S removed per cc of carbon
Particle type	Pelletized
Particle size	4.0 mm diameter
Density	30 lb/ft ³
Maximum Moisture Content	5% by weight
Crush Test	95 lb
Maximum Abrasion Loss	3%
Maximum Ash Content	5% by weight
Ignition Temperature	>400 °C
CTC Value	70%

Iodine Number	1,100 mg/g
Minimum Butane Activity	27%
Activated carbon media shall be a high-quality bituminous coal or coconut shell pellet. Media types that require water regeneration are not acceptable. No chemical impregnation of the of the activated carbon and no wood-based materials are permitted.	

2. Media #2- High H₂S Capacity Carbon Media	
Minimum Hydrogen Sulfide (H ₂ S) Breakthrough Capacity	0.30 g of H ₂ S removed per cc of carbon
Particle type	Pelletized
Particle size	4.0 mm diameter
Density	30 lb/ft ³
Maximum Moisture Content	5% by weight
Crush Test	97 lb
Maximum Abrasion Loss	3%
Maximum Ash Content	5% by weight
Ignition Temperature	>400 °C
CTC Value	70%
Iodine Number	1,100 mg/g
Minimum Butane Activity	27%
Activated carbon media shall be a high-quality bituminous coal or coconut shell pellet. Media types that require water regeneration are not acceptable. No chemical impregnation of the of the activated carbon and no wood-based materials are permitted.	

3. Media #3- 8% Potassium Permanganate Impregnated Media	
Minimum Hydrogen Sulfide (H ₂ S) Breakthrough Capacity	0.11 g of H ₂ S removed per cc of carbon
Particle type	Spherical
Particle size	4.0 mm diameter
Density	50 lb/ft ³
Maximum Moisture Content	20% by weight
Crush Test	40-60 lb
Maximum Abrasion Loss	3%
Ignition Temperature	Not ignitable
Potassium Permanganate Content	8% minimum

Blended Medias (blending must be uniform and completed prior to shipping to site)

4. Media #4 (Blend): 50% Media #1/50% Media #2

5. Media #5 (Blend): 50% Media #1/50% Media #3

6. Media #6 (Blend): 50% Media #2/50% Media #3

7. Media #7 (Blend): 50% Media #3/25% Media #1/25% Media #2

B. DELIVERY REQUIREMENTS

- Delivery must be completed within the agreed-upon timeline specified in the contract.
- Contractor shall ensure media is packaged to prevent damage during transit.
- All shipments must include Bill of Lading(s) and Safety Data Sheet(s).

C. FIELD SERVICE REQUIREMENTS

Contractor shall provide all labor, materials, equipment and supervision necessary for the complete and satisfactory performance of the following tasks:

- Removal of spent activated carbon:
 - Contractor shall safely remove and dispose of the spent activated carbon from the specified odor control units. This includes proper handling, transportation, and disposal in accordance with all applicable federal, state and local regulations.
 - Inspection of inside of empty vessel which shall include pictures and identification of any damage that requires immediate or long-term attention.
 - Replacement of media netting.
- Installation of new activated carbon media:
 - Contractor shall install new activated carbon media of the specified type and quantity uniformly into the odor control unit(s) according to the manufacturer's instructions to ensure optimal performance. The carbon must be loaded to the specified bed depth and packed to the required density.
 - Cleanup of area, including any media on the ground that may have spilt during change out.
- Startup and Testing:
 - After the new carbon is installed, the Contractor shall perform a startup and testing procedure to verify the proper operation of the odor control unit(s). This may include, but is not limited to, pressure drop testing, and airflow verification.
- Performance Testing:
 - Conduct testing to verify the performance of the new carbon
 - Tests must include measuring and recording H₂S inlet and outlet readings to calculate H₂S removal efficiency and airflow pressure drops
- Safety Requirements:
 - All work must be performed in compliance with OSHA regulations
 - Personal Protective Equipment (PPE) must be provided for all workers

D. REPORTING REQUIREMENTS

Contractor shall provide a brief report within one week of media changeout. Report shall include the following:

- Company name and address
- Date(s) of media changeout
- Type and volume of media installed
- Pictures of the following:
 - Overall system prior to media changeout (2)
 - Media removal (2)
 - Media installation (2)
 - Vessel interior (4)
 - Overall system after media changeout (2)
- Performance Testing Results:
 - Calculated H₂S removal efficiency from Performance Testing
 - Airflow pressure drops
- Media cut sheets
- Bill of Lading(s)
- Safety Data Sheet(s)

BID SUBMITTAL REQUIREMENTS

The following items must be submitted in response to this Bid:

- **Company Information:** Name of the company, a brief narrative description, and contact information for the representative.
- **Media Descriptions:** Provide detailed information for each media.
- **Safety Documentation:** Provide Safety Data Sheets (SDS) for each media.
- **Experience:** Information from three (3) municipal wastewater clients demonstrating your company's two (2) year(s) minimum experience in supplying and replacing carbon media in odor control systems. Contact names and email addresses should be provided.
- **Pricing:** Provide pricing per cubic foot (ft³) for each media listed below. Price shall include costs for all items in scope described above. Use the pricing table below:

DESCRIPTION	Unit Price* (\$/ft³)
1. Media #1- Activated Carbon Media	\$115
2. Media #2- High H2S Capacity Carbon Media	\$109
3. Media #3- 8% Potassium Permanganate Impregnated Media	\$115
4. Media #4 (Blend): 50% Media #1/50% Media #2	\$114
5. Media #5 (Blend): 50% Media #1/50% Media #3	\$117
6. Media #6 (Blend): 50% Media #2/50% Media #3	\$114
7. Media #7 (Blend): 50% Media #3/25% Media #1/25% Media #2	\$116

*Price shall include all items in the scope above. Media must be replaced within 30 days of issuance of Purchase Order.

- **Questions must be submitted in ionwave**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/3/2024

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 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 Manale Insurance Services 817 W. Beverly Blvd. Suite 107 Montebello CA 90640	CONTACT NAME: Andy Manale PHONE (A/C, No, Ext): (323) 581-4846 FAX (A/C, No): (323) 581-4844 E-MAIL ADDRESS: certificates@manaleins.com														
INSURED Carbon Activated Corp. 2250 S. Central Ave. Compton CA 90220	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Insurance Company of the West</td><td>27847</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Insurance Company of the West	27847	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Insurance Company of the West	27847														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:****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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A N/A	WSA 5061179 03	7/1/2024	7/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Waiver of subrogation in favor of Additional Insureds applies to Workers' Compensation.

CERTIFICATE HOLDER**CANCELLATION**

Brian Marcum 200 East Main Street Lexington, KY 40507	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Andy Manale/AM
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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

The additional premium for this endorsement shall be **2 %** of the total California Workers' Compensation premium otherwise due.

Schedule

Person or Organization
**ANY PERSON OR
ORGANIZATION FOR
WHOM THE NAMED
INSURED IS REQUIRED
UNDER WRITTEN
CONTRACT TO FURNISH
THIS WAIVER**

Job Description
**CALIFORNIA
OPERATIONS ONLY**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **07/01/2024** Policy No. **WSA 5061179 03**

Endorsement No.

Insured **CARBON ACTIVATED CORP.**

Premium \$ **INCL.**

Insurance Company **INSURANCE COMPANY OF THE WEST**

Countersigned By _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/17/2025

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 Acrisure Partners West Coast Insurance Services, LLC 1950 W Corporate Way #1 Anaheim CA 92801	CONTACT NAME: Jeremy Ervin PHONE (A/C, No, Ext): 707-308-2648 E-MAIL ADDRESS: WestCerts@acrisure.com	FAX (A/C, No): 707-546-2915
License#: 6009644 CARBACT-01	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Carbon Activated Corporation 2250 S. Central Ave. Compton CA 90220-5603	INSURER A: AIG Specialty Insurance Company	26883
	INSURER B: National Union Fire Insurance Company of Pittsburg	19445
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 976389975

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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 25,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	EG23010373	10/31/2024	10/31/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pollution Legal \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	016026358	10/31/2024	10/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EGU23010374	10/31/2024	10/31/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Pollution Liability			EG23010373	10/31/2024	10/31/2025	Each Loss Claims Made 1,000,000

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

INVITATION TO BID #141-2024 East Hickman Pump Station Activated Carbon Replacement & Calibration
Lexington-Fayette Urban County Government is included as Additional Insured when required by written contract with regards to Auto Liability and General Liability on a Primary and Non-Contributory basis per the attached endorsements. Waiver of Subrogation applies per attached endorsements. Thirty (30) days' notice of cancellation is provided to the Certificate Holder. Umbrella Liability is follow form over General Liability and Auto Liability. Pollution Liability includes Transportation Liability and Product Pollution Liability.

CERTIFICATE HOLDER**CANCELLATION**

Lexington-Fayette Urban County Government
Attn: Brian Marcum
200 East Main Street
Lexington KY 40507

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

AUTHORIZED REPRESENTATIVE

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ENDORSEMENT

This endorsement, effective 12:01 A.M. October 31, 2024 forms a part of

policy No. 016026358 issued to Carbon Activated Corporation

by National Union Fire Insurance Company of Pittsburgh

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

Any Person or Organization as required by written contract

I. SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:
 - (1) The coverage and/or limits of this policy, or
 - (2) The coverage and/or limits required by said contract or agreement.

Authorized Representative or
Countersignature (in States Where
Applicable)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Carbon Activated Corporation

Endorsement Effective Date: 10/31/2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or Organization as required by written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

ENDORSEMENT NO.

This endorsement, effective 12:01 AM, October 31, 2024

Forms a part of Policy No.: EG 23010373

Issued to: CARBON ACTIVATED CORPORATION

By: AIG SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED ADVICE OF CANCELLATION TO ENTITIES OTHER THAN
THE NAMED INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY AND
POLLUTION LEGAL LIABILITY COVERAGE FORM**

It is hereby agreed that the following is added to **SECTION IV - CONDITIONS**:

In the event that we cancel this Policy for any reason other than non-payment of premium, and

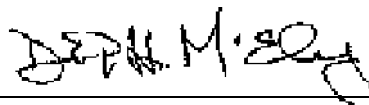
1. the cancellation effective date is prior to this Policy's expiration date;
2. you are under an existing contractual obligation to notify a certificate holder when this Policy is canceled (hereinafter, the "Certificate Holder(s)") and have provided to us, either directly or through your broker of record, the email address of a contact at each such entity; and
3. we received this information after you received notice of cancellation of this Policy and prior to this Policy's cancellation effective date, via an electronic spreadsheet that is acceptable to us,

we will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after you provide such information to us.

Proof of our emailing the Advice, using the information provided by you, will serve as proof that we have fully satisfied our obligations under this Endorsement.

This Endorsement does not affect, in any way, coverage provided under this Policy or the cancellation of this Policy or the effective date thereof, nor shall this Endorsement invest any rights in any entity not insured under this Policy.

All other terms, conditions, and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM: October 31, 2024

Forms a part of policy no.: EG 23010373

Issued to: CARBON ACTIVATED CORPORATION

By: AIG SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is hereby agreed that Endorsement No. 19, ADDITIONAL INSURED - COVERAGES A, B AND E - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON(S) OR ORGANIZATION(S) ENDORSEMENT, Form # 142248 (08/2021), is deleted in its entirety and replaced with the following:

ADDITIONAL INSURED - COVERAGES A, B AND E - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON(S) OR ORGANIZATION(S) ENDORSEMENT

SCHEDULE

Name of Person(s) or Organization(s):

BLANKET WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.

It is hereby agreed that:

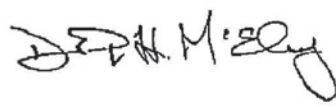
- I. Solely as respects Coverages A, B and E, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule above, but only with respect to liability arising out of your ongoing operations for that insured.
- II. Solely with respect to the insurance afforded to these additional insured(s), the following exclusion is added:

2. Exclusions

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

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

All other terms, conditions and exclusions remain the same.



**Authorized Representative
or countersignature (where required by law)**

ENDORSEMENT NO.

This endorsement, effective **12:01 AM:** October 31, 2024

Forms a part of policy no.: EG 23010373

Issued to: CARBON ACTIVATED CORPORATION

By: AIG SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is hereby agreed that Endorsement No. 8, ADDITIONAL INSURED VENDORS ENDORSEMENT - PRIMARY AND NON-CONTRIBUTORY, Form # 143302 (09/21), is deleted in its entirety and replaced with the following:

ADDITIONAL INSURED VENDORS ENDORSEMENT - PRIMARY AND NON-CONTRIBUTORY

SCHEDULE

Name of Person(s) or Organization(s) (Vendor):

BLANKET WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO CLAIM OR LOSS.

Your Products:

ALL PRODUCTS OF THE NAMED INSURED.

Solely as respects Coverages A, E-1, E-2 and E-3, if applicable, **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person(s) or organization(s) (referred to herein as the "vendor") shown in the Schedule above, but only with respect to **bodily injury, property damage, environmental damage, or emergency response costs** arising out of **your products** shown in the Schedule above which are distributed or sold in the regular course of the vendor's business, subject to all of the terms and conditions of this Policy and the additional following exclusions, terms and conditions:

1. The insurance afforded the vendor does not apply to:

- a. Bodily injury, property damage, environmental damage, or emergency response costs** for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement,
- b. Any express warranty** unauthorized by you,
- c. Any physical or chemical change in your product** made intentionally by the vendor,
- d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then**

ENDORSEMENT NO. (Continued)

repackaged in the original container,

- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of **your product**,
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of **your product**,
- g. **Your product** which, after distribution or sale by you, has been labeled or relabeled, or used as a container, part or ingredient of any other thing or substance, by or for the vendor, or
- h. **Bodily injury, property damage, environmental damage or emergency response costs** arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Sub-paragraphs **d.** or **f.** above, or

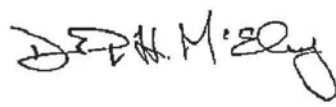
(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of **your product**.

- 2. This insurance does not apply to any products you have acquired from a vendor, or any ingredient, part or container, entering into, accompanying or containing such products.
- 3. Solely with respect to the coverage afforded to the vendor pursuant to this Endorsement, **SECTION IV- CONDITIONS**, paragraph 4. **Other Insurance** is deleted in its entirety and replaced with the following:

4. Other Insurance

This insurance is primary and non-contributory, and our obligations are not affected by any other insurance carried by such vendor whether primary, excess, contingent, or on any other basis.

All other terms, conditions and exclusions remain the same.



Authorized Representative
or countersignature (where required by law)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM: October 31, 2024

Forms a part of policy no.: EG 23010373

Issued to: CARBON ACTIVATED CORPORATION

By: AIG SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is hereby agreed that Endorsement No. 20, ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS ENDORSEMENT, Form # 143299 (09/21), is deleted in its entirety and replaced with the following:

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
COMPLETED OPERATIONS ENDORSEMENT**

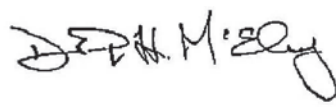
Solely as respects **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY** and **COVERAGE E - ADDITIONAL POLLUTION LEGAL LIABILITY**, it is hereby agreed that **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured(s) the person(s) or organization(s) shown in the Schedule below, but only with respect to liability arising out of **your work** at the location designated and described in the Schedule below performed for that additional insured(s) and included in the **products-completed operations hazard**.

SCHEDULE

Name of Additional Insured person(s) or Organization(s):
BLANKET WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.

Location and Description of Completed Operations:
ALL LOCATIONS OF THE NAMED INSURED.

All other terms, conditions and exclusions remain the same.



Authorized Representative
or countersignature (where required by law)

ENDORSEMENT NO.

This endorsement, effective 12:01 AM: October 31, 2024

Forms a part of policy no.: EG 23010373

Issued to: CARBON ACTIVATED CORPORATION

By: AIG SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is hereby agreed that Endorsement No. 19, ADDITIONAL INSURED - COVERAGES A, B AND E - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON(S) OR ORGANIZATION(S) ENDORSEMENT, Form # 142248 (08/2021), is deleted in its entirety and replaced with the following:

**ADDITIONAL INSURED - COVERAGES A, B AND E - OWNERS, LESSEES OR CONTRACTORS -
SCHEDULED PERSON(S) OR ORGANIZATION(S) ENDORSEMENT**

SCHEDULE

Name of Person(s) or Organization(s):

BLANKET WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.

It is hereby agreed that:

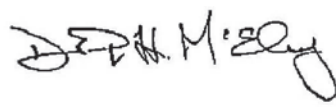
- I. Solely as respects Coverages A, B and E, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule above, but only with respect to liability arising out of your ongoing operations for that insured.
- II. Solely with respect to the insurance afforded to these additional insured(s), the following exclusion is added:

2. Exclusions

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

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

All other terms, conditions and exclusions remain the same.



**Authorized Representative
or countersignature (where required by law)**

ENDORSEMENT NO.

This endorsement, effective 12:01 AM, October 31, 2024

Forms a part of Policy No: EG 23010373

Issued to: CARBON ACTIVATED CORPORATION

By: AIG SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT

This endorsement modifies insurance provided under the following:

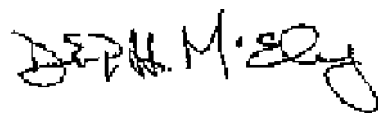
**COMMERCIAL GENERAL LIABILITY AND
POLLUTION LEGAL LIABILITY COVERAGE FORM**

It is hereby agreed as follows:

SECTION IV – CONDITIONS, Paragraph 7. Transfer of Rights of Recovery Against Others to Us – Applicable to Coverages A, B, C and E is amended by the addition of the following at the end of such subparagraph:

We agree to waive this right of recovery against any entity to the extent that you had, prior to a **claim** or **occurrence**, a written agreement to waive such right.

All other terms, conditions, and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

AA KmnO4

ACTIVATED ALUMINA IMPREGNATED WITH 8% KMnO4

The media is produced from a high quality potassium permanganate onto alumina pellets. It removes twice as much toxic, corrosive, and odorous gas's from air streams as a standard 4% pellet. Quality control is maintained by monitoring the physical properties and chemical capacities ensuring they fall within specifications.

The media composition is a round porous pellet manufactured from activated alumina and water. It is impregnated with potassium permanganate and proprietary chemistry. This chemistry is uniformly distributed throughout for maximum reaction with target contaminants.

Media advantages are High H₂S removal capacity. Destroys a wide range of chemicals, especially acids, also effective for ethylene, formaldehyde and a broad range of chemicals (contaminants). It is non-toxic, non-hazardous and has bactericide qualities.

The media is effective in commercial and industrial systems with airflows ranging from less than 25 CFM (42.5 m³/hr) to over 100,000 CFM (169,920 m³/hr) and with velocities from 60 FPM to 500 FPM (1,080 to 9,000m/hr). The media performance is designed for 99.5% min. removal efficiency when new in properly designed systems.

The target contaminants are removed by adsorption, absorption and chemical reaction. Odorous gases penetrate into the core where they react with the KMnO₄ and other chemicals and are converted into safe, non-odorous byproducts. Many become solids and are captured on the pellet. Common contaminants include: hydrogen sulfide, sulfur dioxide, nitric oxide, and formaldehyde.

The media performs effectively under the following conditions and guidelines: Temperature -4°F to 125°F (-20°C to 51°C) and Humidity 10-95% Relative Humidity.



TYPICAL PHYSICAL PROPERTIES | SPECIFICATIONS

Hydrogen Sulfide	14% min. by weight
Sulfur Dioxide	8% min. by weight
Nitric Oxide	5.6% min. by weight
Formaldehyde	2.8% min. by weight
Potassium Permanganate Content	8% on dry basis
Bulk Density	48 to 50 lbs/ft ³
Crush Strength	7 lbs minimum by weight
Abrasion Loss	1% maximum
Apparent Density g/cm ³	0.80 minimum
Moisture	20% maximum
Mesh Size	Diameter 3/16" (4.76 mm in 3x6 mesh range) or 1/8" (3.18 mm in 5x8 mesh range)

STANDARD PACKAGING

- 55 lb or 27.5 lb polylined polypropylene bags
- 200 to 220 lb fiber drums
- 1100 lb supersacks

This information is offered solely for your consideration and verification. It has been gathered from reference materials and/or test procedures and is believed to be true and accurate. None of this information shall be constituting a warranty or representation, expressed or implied, for which we assume legal responsibility or that the information or goods described is fit for any particular use either alone or in combination with other goods or processes.





COC SHL-60 (4.00 mm)

HIGH H₂S ADSORPTION COCONUT SHELL PELLETIZED ACTIVATED CARBON

COC-SHL-60 is manufactured for vapor phase odor control. It is produced with a proprietary activation process which does not involve impregnates of any kind. COC-SHL-60 is a 4.00mm Coconut Shell Base pelletized carbon specially designed for use in vapor phase odor control applications involving the removal of Hydrogen Sulfide (H₂S), Chlorine related gases, Methyl Mercaptans, general acid gases and other type of odors typical in treating sewage wastes, pulp and mills, and chemical plants.



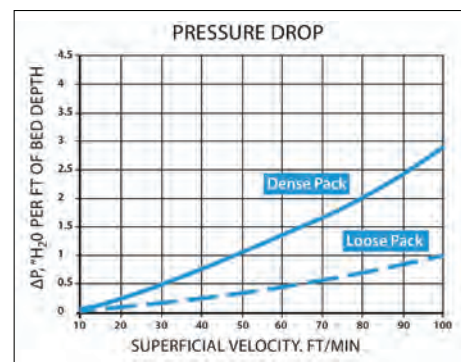
TYPICAL PHYSICAL PROPERTIES | SPECIFICATIONS

CCl ₄ Activity, Min. (ASTM D-3467)	60
Total Surface Area (BET), m ² /g	1150-1250
Iodine Number, min. (ASTM D4607)	1150-1250
Butane Activity, Min (ASTM D5742)	23.5
Apparent Density (ASTM D-2854), g/cc	0.48-0.52
lb/ft ³	28 – 30
Hardness, Min. (ASTM D-3802)	98
Particle Size	4mm Pelletized
H ₂ S Adsorption Capacity, gm/cc (ASTM D6646)	0.30 min.
Ash, max. (ASTM D2866)	12%
Moisture, Max. (ASTM D-2867)	3%



APPLICATIONS

Used in vapor phase odor control applications involving the removal of Hydrogen Sulfide (H₂S), Chlorine related gases, Methyl Mercaptans, general acid gases and other types of odors



STANDARD PACKAGING

- 55 lb or 27.5 lb polylined polypropylene bags
- 200 to 220 lb fiber drums
- 1100 lb supersacks

This information is offered solely for your consideration and verification. It has been gathered from reference materials and/or test procedures and is believed to be true and accurate. None of this information shall be constituting a warranty or representation, expressed or implied, for which we assume legal responsibility or that the information or goods described is fit for any particular use either alone or in combination with other goods or processes.



COL60-HS

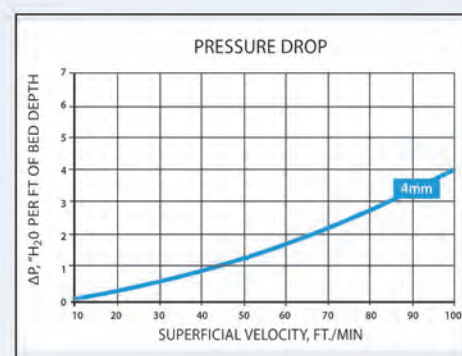
VAPOR PHASE PELLETIZED ACTIVATED CARBON

COL 60-HS is a highly active Coal Based Pelletized Carbon. **COL60-HS**, through its unique production process, has an extremely high adsorption capacity for hydrogen sulfide and is used in variety of odor control applications within the paper, food, biogas, process and waste water treatment industries. The product also has high hardness and low pressure drop characteristics.



APPLICATIONS

Used for odor control applications within the paper, food, biogas, process and waste water treatment industries



STANDARD PACKAGING

- 55 lb or 27.5 lb polylined polypropylene bags
- 200 lb fiber drums
- 1100 lb super-sacks

This information is offered solely for your consideration and verification. It has been gathered from reference materials and/or test procedures and is believed to be true and accurate. None of this information shall be constituting a warranty or representation, expressed or implied, for which we assume legal responsibility or that the information or goods described is fit for any particular use either alone or in combination with other goods or processes.



SPECIFICATIONS

COL60-HS

TEST METHOD

Particle Size	4.00 mm	VERNIER CALIPER
Apparent Density	0.45-0.49 g/cc	ASTM D-2854
H ₂ S Adsorption Capacity	0.30 g/cc	ASTM D-6646
Hardness	95 min.	ASTM D-3802
Moisture	15% max.	ASTM D-2867

DESCRIPTION	Unit Price* (\$/ft³)
1. Media #1- Activated Carbon Media	\$115
2. Media #2- High H2S Capacity Carbon Media	\$109
3. Media #3- 8% Potassium Permanganate Impregnated Media	\$115
4. Media #4 (Blend): 50% Media #1/50% Media #2	\$114
5. Media #5 (Blend): 50% Media #1/50% Media #3	\$117
6. Media #6 (Blend): 50% Media #2/50% Media #3	\$114
7. Media #7 (Blend): 50% Media #3/25% Media #1/25% Media #2	\$116

*Price shall include all items in the scope above. Media must be replaced within 30 days of issuance of Purchase Order.

- **Questions must be submitted in ionwave**



Carbon Activated Corporation

2250 S. Central Avenue, Compton, CA 90220 | T: 310.885.4555 | F: 310.763.5126
info@activatedcarbon.com | www.activatedcarbon.com

List of our references.

1. City of Danville, KY

Activated Carbon Replacement and Regeneration of 141,000lbs/4770 ft3. August 2024
Contact Logan Galloway, Water Plant Superintendent, (859)238-1241, lgalloway@danvilleky.gov

2. Big Springs Water Treatment Plant – Martinsburg, WV

Remove, Replace, and Dispose of 12x40 Coal Based Acid Washed Activated Carbon. Total 3080 cuft of media for 3 years. April 2022, September 2023, April 2024
Frank Russel, Water Treatment Plant Supervisor, 304-264-2124

3. Santa Margarita Water District – Chiquita Water Reclamation Plant

Provide H2S Media and Services as well as Removal and Disposal of Spent Carbon. Since 2019
Contact Ron Johnson, 949-459-6678, RONJ@smwd.com

4. Contra Costa Water District

1331 Concord Ave., Concord CA 94520 phone (925) 688-8341.
All contracts with Contra Costa Water District were for Supply/Remove/Load/Disposal except for one contract they had perform cleaning of the GAC to remove mud Balls in their filters.
Contact Dan Jones Project Engineer (925) 688-8341.

5. Central Coast Water Authority

255 Industrial Way, Buellton, CA. 90220 (805) 688-2292.
All contracts with Central Coast water authority were for Supply/Remove/Load/Disposal.
We supplied 8X16 Coal Base GAC.
Contact Darin Dargatz (805) 463-2122 ext. 313 Cell (805) 712-1413.

Company's name, address and telephone number

Carbon Activated Corporation
2250 S. Central Avenue, Compton, CA 90220

Name of Contact Person -Shami Fernando, 281-846-6702

Number of years the company has been in business-35 Years





Carbon Activated Corporation

2250 S. Central Avenue, Compton, CA 90220 | T: 310.885.4555 | F: 310.763.5126
info@activatedcarbon.com | www.activatedcarbon.com

Company Profile

Founded in Los Angeles, California in 1993, Carbon Activated Corporation has grown to become one of the largest privately-owned activated carbon companies in North America serving customers worldwide.

We are one of the global forerunners in providing an extensive range of activated carbon which carries NSF-61 certification and manufacturing to AWWA standards. Throughout the years, CAC has shown tremendous growth by specializing in options such as technical design & consultation, rental and sale of adsorption filtration systems and turnkey change out services. CAC has multiple laboratories with advanced Research, Development and testing capabilities which are staffed by specialists in the field. This gives us the competitive edge and the unique capability to provide professional and exhaustive advice to our clients - wherever they are.

Our corporate headquarters based in Los Angeles holds the largest activated carbon warehouse facility on the West Coast. We also supply and service our North and South American clients from our facilities based in Texas, New York, Florida, Arizona and Canada. We have over 15 years of expertise in manufacturing carbon and have manufacturing plants based in Sri Lanka, China and West Virginia USA. Carbon Activated Europe, based in the UK, serves European, Middle Eastern and African clients. Carbon Activated Corp Australia, based in Melbourne serves Australia-Pacific region.

We pride ourselves on our high quality and great value products and services. Our large warehouse facilities allow us to keep most grades in stock for immediate shipping. Our extensive network of manufacturing plants and suppliers allows us to get you the desired product in a short time. We are dedicated to finding the most efficient and cost-effective solution for our clients. We look forward to hearing from you about your activated carbon needs - wherever you are based

At our reactivation facilities, adsorbed organics are destroyed during the thermal process and the activated carbon's adsorptive capacity is restored up to 95% of the original levels. New carbon is added to make up for any minor loss during the process and the rejuvenated carbon is returned to your plant and reinstalled.

We have three reactivation plants, in California, New York and West Virginia, that meet stringent environmental standards. Our regeneration facilities in California and West Virginia are NSF 61 Certified for reactivating carbon for drinking water purposes.

For quality and safety reasons, we don't accept any spent carbon until it has been tested and approved for reactivation. You can be sure that our reactivated carbon meets all the performance levels of the original carbon and is completely safe to handle and fully effective for use.

