

## AGREEMENT FOR SERVICE

THIS AGREEMENT is effective on the 23rd day of April 2021, by and between the **FAIRFAX COUNTY WATER AUTHORITY**, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as "FW", and **CALGON CARBON CORPORATION**, hereinafter referred to as the "Contractor" (collectively referred to as the "parties").

### WITNESSETH:

*In consideration of the mutual covenants set forth herein, the parties agree as follows:*

The Contractor shall furnish and deliver Virgin Granular Activated Carbon (GAC) filter media in a timely manner on an as-needed basis as specified and defined herein.

All goods and services provided shall be in accordance with the following, in order of precedence: this Agreement for Service assigned Fairfax Water Contract No. 2021-014 ("Agreement" or "Contract"); the Contractor's Bid Submission dated March 12, 2021; and FW's Invitation for Bid (IFB) No. 21-014 dated February 26, 2021, (including all addenda, if applicable), (both of which are incorporated into this Contract by reference). In the event that the IFB or the Contractor's Bid Submission contradict or limit this Agreement for Service, this Agreement shall prevail.

No representations, arrangements, understandings or agreements relating to the subject matter exist amongst the parties except as expressed in this Agreement.

### 1.0 TERM OF CONTRACT AND ANNUAL RENEWALS

- A. The term of the contract shall be April 23, 2021 through April 30, 2022, with the option to extend the contract for an additional four 1-year periods for a maximum total of five-years through April 30, 2026.
- B. Renewal: Contract renewals will be renewed at the then current rates, terms and conditions unless a price adjustment is requested (see Section 3.2 "Annual Economic Price Adjustment"). Contractor may submit a request for contract price increases once annually for each renewal year. Per the Contractor's Bid Submission Form, annual economic increases shall be limited to the increase specified in the Bureau of Labor Statistics (BLS) Producer Price Index – Not Seasonally Adjusted ("PPI-NSA") for All Other Basic Organic Chemical Manufacturing: Miscellaneous End Use Chemicals and Chemical Products, Excluding Urea (Series ID PCU325199325199T) for the 12-month period ending 90 days prior to the end of the then current contract year. Series ID PCU325199325199T will be used for the duration of the contract. If the PPI is discontinued by the BLS during any contract term, the Contractor may submit a request to the Procurement Contact to change the PPI to a different PPI so long as the newly substituted PPI constitutes the greatest component of the contracted chemical (e.g. Series ID – WPU06790918 Carbon Black). If an alternate PPI Series does not exist, or the

Contractor fails to request a change in PPI Series, the Contractor will automatically revert to PPI Series WPU067 for the remainder of the contract terms.

- C. Any request for contract price increases must be submitted at least 60 days prior to the end of the then current contract year.
- D. Issuance of a written renewal document and/or purchase order for the optional years will constitute notice of renewal. Failure to renew by the expiration date of the then current contract year will not automatically cancel the contract. FW may retroactively renew the contract at any time prior to the last day of the following contract year providing that FW has not formally canceled the contract.

## **2.0 SCOPE OF WORK**

### **2.1 Background**

- A. The Contractor shall furnish and deliver as needed virgin GAC filter media to FW's Griffith Treatment Plant (GTP), located at 9600 Ox Road, Lorton, Virginia, 22079. Installation of the virgin GAC filter media shall be by others.
- B. GTP operates 14 dual media filters. Each filter has 6-feet of GAC and is 1,156 square feet of filter area. Each filter requires 6,940 cubic feet of GAC, or about 195,000 pounds of GAC.
- C. FW has ten filters to rehabilitate over the next five calendar years, one at a time and on a rolling basis. FW estimates up to 800,000 pounds of GAC could be replaced the first contract year, with deliveries of up to 200,000 pounds per order. If the contract is renewed for all four 1-year renewal terms, FW estimates up to 2 million pounds of GAC may be replaced.
- D. FW requires a maximum of 4-weeks delivery time from order placement to coordinate installation contractor services and provide time to conduct delivery testing. Contractor shall confirm on the bid form that they are able to meet this delivery schedule. FW anticipates the first delivery to be required for installation in June 2021.
- E. GAC shall be delivered F.O.B. Destination. All cost for testing, shipping, handling, insurance, and related delivery charges shall be included in the unit price bid. FW will not pay for any additional charges not included on the Bid Submission Form.

### **2.2 Material Specifications**

- A. GAC media shall be or equal to:
  - 1. Calgon Corporation "Filtrisorb 816",
  - 2. Carbon Activated "COL L60 816"
  - 3. Nichem Co. "NS 816", or
  - 4. Jacobi Carbon "Aquasorb 1500 8X16"

- B. GAC filter media shall comply with ANSI/AWWA B604 and NSF Standard 61, except as modified herein. GAC media shall consist of a 72-inch deep blanket of graded material as measured after all necessary washing and scraping has been completed. The GAC media shall be placed upon the filter sand after the sand has been washed and scraped by others.
- C. GAC shall be virgin and composed of hard durable grains. The GAC media shall meet the physical properties specified herein and shall be manufactured from only selected grades of bituminous coal combined with suitable binders as required to produce a high-activity, durable granular activated carbon material capable of withstanding the abrasion and dynamics associated with repeated backwashing, air scour, and hydraulic transport. Activation shall be carefully controlled to produce a material having a high internal surface area with optimum pore size for effective adsorption of a broad range of high and low molecular weight organic contaminants. The density and particle size shall be designed for packed bed type adsorption. The material shall have sufficient density to allow backwash agitation and bed expansion yet settle rapidly for immediate resumption of service. The GAC media shall be free from any significant amounts of iron sulfides, clay, shale, dust, or other foreign matter. Lignite, peat, wood, or subignite based carbons will not be accepted.
- D. The products listed in Section 2.2 A have been evaluated to be sufficient to the proposed application and typically adhere to following physical properties (see table on next page):

Parameter	Test Method	Typical parameter
Total Surface Area	ASTM 6556	950-1050 mg/g
Apparent Density (backwashed and drained)	ASTM 2854	28-29 lb/ft <sup>3</sup>
Water Soluble Ash	AWWA 604-18	1 percent maximum
Acid Solubility	AWWA B100	5 percent maximum
Pore Vol, <200 nm  Pore Vol., 200 nm to 3000 nm	ISO 1590-02 40-pt Nitrogen Absorption/Desorption Isotherm ISO 1590-01 Mercury Intrusion Analysis	Total: 0.9 – 1.0 mL/g, Reported in Macro, Meso, and Micro Pore volume; Mesopore Volume: >0.1 mL/g
Iodine Number	ASTM D4607	875 mg/g minimum
Moisture	ASTM D2867	2 percent maximum
Abrasion Number	AWWA 604-18	80 percent retention minimum
Percent Phosphate (water soluble)	Calgon Carbon Test Method 45 or similar method	0.10 percent maximum
Screen Size by Weight, US Sieve Sizes	ASTM D2862	On 8 mesh 15 percent max Through 16 Mesh 5 percent max
Apparent specific gravity (wetted)	ASTM C128	1.30 to 1.40

Effective size	ASTM D2862	1.35 to 1.45 mm
Uniformity Coefficient	ASTM D2862	1.40 maximum

- E. Contractors proposing materials listed in Section 2.2.A shall provide a COA for the bid sample meeting the following parameters: apparent specific gravity, sieve analysis, effective size, uniformity coefficient, moisture by weight, iodine number, apparent density, and abrasion number.
- F. Contractors proposing “or equal” products shall demonstrate their product meets the typical physical properties specified in Section 2.2.D through the mandatory submittal and documentation requirements to be included in their Bid Submission Packet.
- G. Product shall be NSF certified and manufactured at a NSF certified facility. The Contractor shall demonstrate this certification by submitting a NSF certificate for each facility they intend to source the product from during the contract in their Bid Submission Packet.
- H. In the event the Contractor must change the sourced location from any previously approved facility, the Contractor shall provide the NSF certification for each newly proposed facility for FW’s review and approval prior to shipping the material to FW. FW will not accept any product shipped from a facility not already on record with FW. If the Contractor ships any product to FW without receiving the proper pre-approvals, FW will reject the materials, refuse any payment for the materials, and may take action to source the materials from a different supplier. In this circumstance, FW may take action to hold the Contractor liable for any additional costs incurred by FW such as, but not limited to, increased material unit costs or costs associated with project delays by either submitting an invoice to the Contractor for the difference in costs, or deducting the difference in cost from a future Contractor delivery invoice.

**2.3 GAC Shipping Samples and Post Award GAC Testing**

**A. Mandatory Sampling Requirements**

- 1. The Contractor shall submit a GAC sample and a COA:
  - a. Prior to each shipment.
  - b. Prior to each contract term renewal.
  - c. When changing sources of material from manufacturing facilities not listed in their bid submittal.
- 2. All GAC samples submitted shall be three 1-lb (minimum) samples placed in a sealed plastic bag and properly labeled with the following information:
  - a. Sample ID:
  - b. Name of manufacturer
  - c. Manufacturer product name
  - d. NSF approved facility where material was sourced from

- e. Signed and dated COA for all parameters using designated test methods listed in 2.2 D. The COA shall clearly indicate the results are from the sample being provided.
3. FW reserves the right to sample and test all deliveries to confirm product quality before installation of the product. All off spec product will be removed from the facility at the Contractor's expense.

#### B. Post Contract Award Testing Requirements

1. The cost of the manufacturer required COA testing shall be included in the unit cost of the Virgin GAC. FW will not pay additional charges for testing not included on the Contractor's Bid Submission Form.
2. Each sample shall be tested for specific gravity, sieve analysis, effective size, uniformity coefficient, moisture by weight, iodine number, apparent density and abrasion number. Post contract award test results shall be submitted directly to the FW Project Manager by email transmission within 24-hours of test completion. Upon review and approval of the COA, the FW Project Manager will notify the Contractor to proceed with shipping of product.
3. If a GAC sample does not meet the design criteria and specifications contained herein, it will be rejected, and a Notice of Sample Testing Failure shall be issued to the Contractor. Within 24-hours of the issuance of the Notice of Sample Testing Failure, the Contractor shall submit a new GAC sample to FW for re-testing, at an independent laboratory of FW's choice, with the costs of testing being the responsibility of the Contractor.
4. By submitting a bid in response to solicitation IFB 21-014, the Contractor agrees to be bound by this stipulation without objection.

## 2.4 Delivery

- A. Failure to honor delivery schedules (including partial deliveries) may result in damages to FW. FW may cure late, partial, or missing deliveries in any manner that best resolves the shortage. The Contractor shall be liable for any and all costs incurred by FW due to such failure by recovering any additional losses by deducting the outstanding amount from unpaid invoices, submitting an invoice to the Contractor, or any other method that best suits FW.
- B. By submitting a bid in response to this solicitation, the Contractor is certifying that the delivery time reported on their Bid Submission Form is achievable and will be honored for each order placed under the resultant contract. This certification shall not prohibit the Contractor from rightly invoking any protections afforded to them by the terms and conditions of this solicitation or the resultant contract.

## 2.5 Delivery Requirements

- A. GAC shall be delivered in Super Sacks, F.O.B. Destination. All cost for testing, shipping, handling, insurance and related delivery charges shall be included in the unit price bid for Virgin GAC. FW will not pay for any additional charges not included on the Bid Submission Form.
- B. By submitting a Bid in response to this solicitation, the Contractor guarantees delivery of GAC within the delivery schedule specified on their Bid Submission Form. Failure to deliver within the time specified, or as amended in writing by FW, or failure to make replacements of rejected GAC, shall constitute a breach of contract. In the event of such breach, FW has the option to exercise its right to declare the Contractor in default and claim damages as provided in this solicitation.
- C. Contractor shall comply with all regulations for tank/truck unloading as established by the US DOT, as well as any state and local requirements for tank/truck unloading. FW will provide a forklift to unload super sacks from the delivery vehicle.
- D. Containers shall bear the statement: "Guaranteed by (name of supplier) to meet the requirements of AWWA B604 and Contract specifications." Contractor shall specify if a container that is used for delivery shall be returned to the contractor. FW expects to store GAC onsite for future installation by others.
- E. Delivery method shall provide protection from contamination or tampering during transport. Prior to acceptance of the delivery by FW, evidence of contamination or tampering will be cause for refusal of the delivery.
- F. All deliveries shall be accompanied by a receiving ticket that includes the following:
  - Contractor's Name
  - Purchase Order Number
  - Date of Order, Date of Shipment, and Handwritten or Typed Date of Delivery
  - Name of Material, Quantity, and Manufacturing facility
  - Name of authorized representative ordering the supplies.
- G. The Contractor's delivery ticket will be signed in duplicate by the FW Project Manager or his designated representative. One copy will be given to the FW representative signing for the delivery and the second copy will be retained by the Contractor.
- H. Prior to delivery, and if requested by FW, the Contractor shall submit a copy of the delivery person's driver's license and Chemical Shipping Itinerary sheet, which shall include the manifest number and the information referenced in Section 2.5.F. The documents may be submitted by email or fax as directed by FW.
- I. Deliveries shall be made by within the delivery time specified on the Contractor's Bid Submission Form. If a delay is anticipated, the Contractor shall provide as much

advanced notice as possible to FW. If delivery is not made on time, FW will have the right to procure the material on the open market. Any additional costs incurred by FW as a result of the Contractor's failure to provide timely delivery will be at the sole risk and expense of the Contractor.

- J. FW reserves the unilateral right to reject any late or partial delivery. All costs incurred by FW to purchase open market GAC due to a late or partial delivery shall be at the expense of the Contractor.
- K. FW will refuse delivery if GAC packaging is damaged, appears to have been tampered with, or is deemed to be a safety hazard or potential safety hazard.
- L. Regardless of the reason, the Contractor shall be solely responsible for spills or delivering GAC to the wrong storage locations/tanks. Any and all cost associated with remediation, including, but not limited to Hazmat, site cleanup, and tank cleaning etc., shall be the responsibility of the contractor.
- M. Delivery vehicles shall be in good working order and compliant with all federal, state, and local transportation laws and regulations.

## **2.6 Weight at Time of Delivery**

FW reserves the right to weigh shipments on our scales before and after delivery. The net weight shown on the Contractor's weight ticket will be accepted unless it exceeds the net weight shown on FW's scales by more than 5 percent. Objections to the weight of the material received shall be based on a certified unit weight of not less than 10 percent of the packages shipped, which are randomly selected from the entire shipment.

## **2.7 Virginia Department of Health Requirements**

The Virginia Department of Health (VDH) requires that all containers are labeled in accordance with all applicable federal regulations. The Contractor is responsible for ensuring that state and federal regulatory compliance is maintained for any GAC and related container furnished under the contract. Failure to maintain compliance as specified in this paragraph or elsewhere in this IFB will result in termination of the contract.

## **2.8 Estimated Quantities**

The quantities specified herein are estimates based upon projected demand and shall not be construed to represent an amount which FW shall be obligated to purchase. The exact amounts ordered may be more or less subject to the actual needs of the FW. Contractor agrees that FW will only be responsible for the actual amounts ordered and delivered.

## **2.9 Priority Customer**

By submitting a bid in response to solicitation IFB 21-014, the Contractor understands and acknowledges that FW provides services that are essential to the health and welfare of the

public. Failure of a Contractor to provide GAC under the resultant contract issued pursuant to the terms, conditions, and specifications contained herein may jeopardize FW's ability to provide timely services which may affect the health and welfare of the public served by FW. In the event of product shortages at any level of the production to delivery chain, Contractor agrees and affirms that FW shall be given the earliest possible notice and the highest priority for allocation of the item listed herein. To the extent that the Contractor must prioritize and allocate delivery among its customers, the requirements of FW shall be honored before goods and services are provided to a customer with no obligations with regard to the public health and welfare. To the extent that the GAC supply is insufficient to meet the requirements of all of the clients who are responsible for the health and welfare of the public, GAC shall be allocated in a manner deemed to be fair and reasonable to all such clients.

## **2.10 Insurance Claims against Bidder**

In addition to the mandatory insurance requirements listed in Subsection 3.24 (Insurance Requirements) and at the request of FW, the apparent low bidder shall submit a list of all insurance claims exceeding \$100,000 made against it within the past 12 months. Failure to provide this information within ten calendar days of request by FW may result in rejection of your bid.

## **2.11 Principals Only**

The use of subcontractors, agents, etc. is prohibited. FW will only enter into a contract with Contractors whose primary business is the sale of the chemical for which the Contractor submitted a bid in response to solicitation IFB 21-014.

## **2.12 Warranty**

- A. This section is a supplement to Section 3.39 Warranty. Contractor agrees to be bound equally by this Warranty Section and Section 3.39 Warranty without exception. Contractor further warrants that the GAC provided in any resulting contract:
1. Conforms to the most current NSF 60/61 and/or ANSI/AWWA standards for granulated activated carbon,
  2. Conforms in all respects to the specifications contained herein,
  3. Is suitable for a public drinking water supply and/or waste water treatment,
  4. Is free from adulterants or impurities of any kind, and
  5. In addition to any other warranties expressed or implied, the specific warranties of Merchantability and Fitness for a Particular Purpose apply to all orders placed as a result of this solicitation.
- B. If at any time, any GAC supplied by the Contractor fails to conform to the specifications, then the Contractor shall, at no additional cost to FW promptly replace any such GAC. If the Contractor is unable to remedy such nonconformity during a time period consistent with the requirements, FW may undertake to remedy the nonconformity and in such a case the Contractor shall reimburse FW for any costs thereby incurred.



### **3.0 STANDARD TERMS AND CONDITIONS**

This Agreement is subject to the following Terms and Conditions:

#### **3.1 Authorization to do Business in Virginia**

Each bidder that is organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Virginia Code shall include with its bid the identification number issued to it by the Virginia State Corporation Commission. Any bidder that is not authorized to transact business in Virginia as a foreign entity under Title 13.1 or title 50 of the Virginia Code or as otherwise required by law shall include in its bid a statement describing why the bidder is not required to be so authorized.

#### **3.2 Annual Economic Price Adjustment**

- A. Contract renewals will be renewed at the then current rates, terms and conditions unless a price adjustment is requested. Contractors may submit a request for contract price increases once annually for each renewal year. Economic increases shall be limited to the increase specified in the Bureau of Labor Statistics (BLS) Producer Price Index – Not Seasonally Adjusted (“PPI-NSA”) for Chemicals and Allied Products (Series ID WPU067), for the 12-month period ending 90 days prior to the end of the then current contract year. The Contractor may substitute the PPI Series WPU067 for any other single PPI providing that the substitute PPI constitutes the greatest component of the contracted chemical (e.g. Series ID – WPU06790918 Carbon Black), and the Bidder has identified the substituted PPI Series ID on their Bid Submission Form. Multiple price indexes will not be considered. Series ID WPU067 or the specific PPI identified by the Bidder on their Bid Submission Form will be used for the duration of the contract. If the substituted PPI is discontinued by the BLS during any contract term, the Bidder may submit a request to the Procurement Contact to change the substituted PPI to a different PPI as long as the newly substituted PPI meets the requirements of this paragraph. If an alternate PPI Series does not exist, or the Contractor fails to request a change in PPI Series, the Contractor will automatically revert to the PPI Series WPU067 for the remainder of the contract terms.
- B. Any request for contract price increases must be submitted at least 30 days prior to the end of the then current contract year.
- C. Issuance of a written renewal document and/or purchase order for the optional years will constitute notice of renewal. Failure to renew by the expiration date of the then current contract year will not automatically cancel the contract. FW may retroactively renew the contract at any time prior to the last day of the following contract year providing that FW has not formally canceled the contract.
- D. Negative BLS index: If the agreed upon index is a negative number the contractor shall immediately reduce contract rates by the same amount for the duration of the contract year.
- E. By submission of a bid, Contractors agree and accept the terms of items A, B, C and D above for the duration of the contract.

#### **3.3 Anti-Discrimination**

By submitting a bid, Contractor certifies to FW that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §11-51 of the Virginia Public Procurement Act.

- A. During the performance of the contract, the Contractor agrees as follows:
  - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the

Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- B. The Contractor will include the provisions above in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or contractor.
- C. Fairfax Water does not discriminate against faith-based organizations on the basis of the organization's religious character or impose conditions that (a) restrict the religious character of the faith-based organization, except as provided by law, or (b) impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursements.

### **3.4 Antitrust**

By entering into a contract, the Contractor conveys, sells, assigns, and transfers to FW all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by FW.

### **3.5 Arrearage**

By submitting a Bid in response to this solicitation, the individual or firm submitting the bid shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing FW, the Commonwealth of Virginia, or any public body in the Commonwealth of Virginia, including but not limited to any obligation to pay taxes and/or employee benefits. Bidder further agrees that it shall make diligent efforts to avoid becoming in arrears during the Term of any Contract awarded hereunder.

### **3.6 Assignment of Interest**

The Contractor shall not assign any interest in any resulting Contract and shall not transfer any interest in the same without prior written consent of FW, which FW shall be under no obligation to grant.

### **3.7 Availability of Funds**

It is understood and agreed between the parties herein that FW shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

### **3.8 Brand Names**

In the case of bids specifying brand names or models:

- A. Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article that FW, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Each Bidder is responsible to clearly identify the product being offered (by manufacturer's name, model, part number, etc.) and to provide sufficient descriptive literature, catalog cuts and technical detail to enable FW to determine if the product offered meets the requirements of the solicitation. Failure to furnish adequate data for evaluation purposes may result in declaring an offer non-responsive. **Unless the Bidder clearly indicates that the product offered is an "equal" product, such bid will be considered to offer the brand name product specified in this solicitation.**

- B. For purposes of this solicitation and any contract that may result here from, FW's designation of any one or more manufacturers and/or suppliers as "preapproved" or "acceptable" shall signify only that such manufacturers and/or suppliers previously have submitted work samples or the like to FW which satisfied FW's requirements. FW's designation of any one or more manufacturers and/or suppliers as "preapproved" or "acceptable" shall in no event be deemed or construed to be a representation or warranty on the part of FW of any such manufacturer's or supplier's capability or capacity (in terms of financial wherewithal, personnel and equipment availability, managerial ability or otherwise) of performing any of the requirements of this solicitation in accordance with the terms and conditions hereof. Each Bidder shall conduct such independent investigation into the qualifications, experience and abilities of its selected manufacturers and suppliers as it deems appropriate under the circumstances.

### **3.9 Compliance with Laws, Regulations and Codes**

The Contractor hereby represents and warrants that:

- A. It is qualified and properly licensed to do business in the Commonwealth of Virginia and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing FW, the Commonwealth of Virginia, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- D. It shall obtain at its expense, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this Contract.

### **3.10 Contract Formation**

- A. The words "Contract" and "Purchase Order" are used interchangeably unless the context otherwise plainly requires. The documents comprising the Contract shall be accorded the following order of precedence:
  - 1. The Contract including any Amendments or Change Orders;
  - 2. All Purchase Orders;
  - 3. Any Addenda to this RFQ;
  - 4. This IFB (including all Appendices and Attachments hereto); and
  - 5. The Bidder's completed Bid Submission Packet (including any drawings and submittals).
- B. Anything called for by one of the contract documents and not called for by the others shall be of like effect as if required or called for by all, except that a provision clearly designed to negate or alter a provision contained in one or more of the other contract documents shall have the intended effect.

### **3.11 Contract Changes / Change Orders**

- A. No verbal agreement or conversation with any officer, agent or employee of FW either before or after the execution of any Contract resulting from this solicitation or follow-on negotiations, shall affect or modify any of the terms, conditions, specifications, or obligations contained in the solicitation, or resulting Contract. No alterations to the terms and conditions of the Contract shall be valid or binding upon FW unless made in writing and signed by the purchasing contact identified on the cover page. Contract changes shall be in writing and shall be on official FW Purchasing Department letterhead. In any event and in all circumstances, the Contractor shall be solely liable and responsible for any Contract changes, deviations, etc., made without first receiving written authorization to deviate from the Contract by the FW Project Manager.
- B. Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. FW may order changes within the general scope of the contract at any time by Notice to the Contractor. Changes within the scope of the contract include, but are not limited to, services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give FW a credit for any savings. Said compensation shall be determined by one of the following methods:
  - a. By mutual agreement between the parties in writing; or
  - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to FW's right to audit the Contractor's records and/or to determine the correct number of units independently; or
  - c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present FW with all vouchers and records of expenses incurred and savings realized. FW shall have the right to audit the records of the Contractor, as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by Notice to the Purchasing Department. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by FW or with the performance of the contract generally.

### **3.12 Contractor's Responsibilities**

- A. The Contractor shall be responsible for all products and/or services as specified herein. The use of subcontractors is prohibited unless:
  1. A request to include a subcontractor is included in the bid and,
  2. The Contractor receives written approval to use a subcontractor prior to, or as part of the formal contract between the parties.
- B. Even when properly authorized by FW, the use of a subcontractor does not relieve the Contractor of liability under the contract.
- C. The Contractor, at its sole expense, shall be responsible for damage to FW and non-FW property as a result of its failure, or its subcontractor's failure to protect such facilities and utilities.
- D. The Contractor, at its sole expense, shall immediately repair or replace FW property damaged by (or caused by) the Contractor or its Subcontractor(s). Replacements will be of equal or better quality than the damaged property, and all such work must be approved by FW Project Manager.

### **3.13 Debarment Status**

By submitting a bid, the Contractor certifies that it is not currently debarred by the federal government, the Commonwealth of Virginia, or any agency or department thereof from submitting a bid or proposal in connection with any procurement project and that it is not an agent of any person or entity that currently is so debarred.

### **3.14 Duration of Bids**

Bids shall be valid for a minimum of 90 days following the deadline for submitting bids. If an award is not made during that period, all bids shall be automatically extended for another 90 days. Bids will be automatically

renewed until such time as either an award is made, or proper notice is given to FW of Bidder's intent to withdraw its bid. Bids may only be withdrawn by submitting written notice at least seven days before the expiration of the then current 90-day period.

### **3.15 Ethics in Public Contracting**

Contractor hereby certifies that it has familiarized itself with Article 4 of Title 11 of the Virginia Public Procurement Act, Section 11-72 through 80, Virginia Code Annotated, and that all amounts received by it, pursuant to a contract resulting from this solicitation, are proper and in accordance therewith.

### **3.16 Examination of Records**

Contractor agrees that in any resulting contract, either FW or its duly authorized representative shall have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to any resulting contract. This obligation shall expire five years after the final payment for the final service performed as a result of any and all contract(s) awarded pursuant to this solicitation, or until audited by FW, whichever is sooner. Contractor will provide reasonable access to any and all necessary documents and upon demand provide copies of documents if so required by FW or its representative(s). FW will reimburse the Contractor for any reasonable expenses it incurs as a result of such a request.

### **3.17 Faith-Based Organizations**

FW does not discriminate against faith-based organizations.

### **3.18 Familiarity with Specifications**

Each Bidder shall bear responsibility for thoroughly examining this solicitation in its entirety. In the event that Bidder has any questions or comments regarding the proper meaning or intent of any aspect of this solicitation, then such Bidder shall submit all such questions and comments in writing to the Procurement Contact identified on the cover sheet of this solicitation.

The submission by a Bidder of a Bid in response to this solicitation shall be deemed to constitute a representation on the part of such Bidder that it has thoroughly examined this solicitation and has submitted any and all questions and comments it may have regarding the meaning or interpretation of this solicitation to Fairfax Water in the manner prescribed herein.

### **3.19 Force Majeure**

If a delivery is delayed by Act of God, terrorism, war, embargo, fire, or explosion not caused by the negligence or intentional act of the Contractor or his subcontractors or supplier(s), a reasonable extension of time as FW deems appropriate may be granted. Upon receipt of a written request and justification for any extension from the Contractor, FW may in its sole discretion (i) extend the time for delivery of the Commodity; (ii) suspend the Contract in whole or in part and obtain one or more of the Commodities elsewhere for a time, or (iii) terminate the Contract; all without liability to Contractor on the part of FW, as the case may be. Contractor's request and justification shall be subject to such substantiation and further inquiries as FW may require.

### **3.20 Governing Law; Venue; Waiver of Jury Trial**

Notwithstanding any provision to the contrary, this solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia. Any dispute arising hereunder which is not otherwise resolved by the parties shall be resolved by a court of competent jurisdiction in the Commonwealth of Virginia. The Contractor and FW hereby waive any right such party may have to a trial by jury in connection with any such litigation.

### **3.21 Immigration Reform and Control Act of 1986**

By entering this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

### **3.22 Incorporation by Reference**

This solicitation is issued in accordance with, and controlled by, the Virginia Public Procurement Act (VPPA), which is incorporated into and made part of the solicitation. By submitting a bid in response to this solicitation, all Bidders acknowledge the VPPA and agree to be bound by it. A copy of the VPPA is available for inspection at the Purchasing Department at FW. It is also available at the following site:

<https://law.lis.virginia.gov/vacodepopularnames/virginia-public-procurement-act/>

### **3.23 Indemnification and Responsibility for Claims and Liability**

With respect to any contract that results from this solicitation, Contractor is bound by the following:

- A. The Contractor shall indemnify, save harmless and defend FW, or any employee of FW, against liability for any suits, actions, or claims of any character whatsoever arising from or relating to the performance of the Contractor or its subcontractors under this contract.
- B. FW has no obligation to provide legal counsel or defense or pay attorney's fees to the Contractor or its subcontractors in the event that a suit or action of any character is brought by any person not party to the contract, against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this contract.
- C. FW has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this contract.
- D. The Contractor shall pay all royalties and license fees necessary for performance of the contract. The Contractor shall defend all suits or claims for infringement of any patent rights or other proprietary rights arising from or related to performance of the resulting contract and shall save FW harmless from any and all loss, including Attorneys' fees arising out of any such claim.

### **3.24 Insurance Requirements**

- A. In addition to the mandatory insurance requirements listed in this Section and, at the request of FW, any Bidder may be required to provide a list of all insurance claims made against it within the past 36 months. FW reserves the right to reject any bid if in FW's opinion the amount or number of claims is deemed to be excessive. A Bidder's failure to comply with this requirement may result in rejection of its bid. If no claims have been made, then the Bidder shall so state in its bid. Fairfax Water may require such information from the Contractor as it deems necessary to assess the Contractor's financial ability to pay any deductibles with respect to the insurance policies required hereunder.
- B. Before commencing the work, the Contractor shall procure and maintain at its own expense, minimum insurance in forms and with insurance companies acceptable to FW to cover loss or liability arising out of the Work. All insurance policies must be underwritten by insurers authorized to conduct business within the Commonwealth of Virginia and must have a Best's rating of at least A- and a financial size of class VIII or better in the latest edition of Best's Insurance Reports.
- C. The Contractor shall immediately notify FW of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or related to the Contractor's obligations under the contract. If such a claim or suit is brought, the Contractor will cooperate, assist, and consult with FW in the defense or investigation of any suit or action made or filed against FW as a result of or relating to the Contractor's performance under this contract.

- D. With the exception of Workers' Compensation and Employers' Liability Insurance, all additional insurance policies specified herein shall name FW as an additional insured with regard to work performed under any subsequent Contract
- E. The Contractor will provide FW with copies of certificates of insurance coverage and proof of payment of all premiums. Each certificate of insurance must include: (a) an endorsement from the insurer that certifies that the Contractor maintains the referenced policy in full force and effect; (b) where applicable, a statement indicating that FW is included as an additional insured; and (c) a provision requiring that not less than 30 days written notice will be given to FW before any policy or coverage is canceled or modified in any material respect. Without limiting the requirements set forth above, the insurance coverages will include a minimum of:
1. Workers' Compensation and Employers' Liability Insurance: Statutory requirements and benefits as required by the Commonwealth of Virginia; and
  2. Required Commercial General Liability Insurance: This insurance must be written on an "occurrence" basis and shall be endorsed to include FW as an additional insured and shall provide at a minimum the following:
 

◆ General Aggregate Limit (Other than Products-Completed Operations)	\$1,000,000
◆ Products-Completed Operations Aggregate Limit	\$ 500,000
◆ Personal & Advertising Injury Limit	\$ 500,000
◆ Each Occurrence Limit	\$ 500,000
For Construction Contracts:	
◆ Directors & Officers – Errors & Omissions	\$2,000,000
- F. Business Automobile Liability Insurance: This insurance coverage must extend to any motor vehicles or other motorized equipment regardless of whether it is owned, hired, or non-owned and must cover Bodily Injury and Property Damage with a combined single limit of at least \$500,000 each accident. This insurance must be written in comprehensive form and must protect the Contractor and FW against claims for injuries to members of the public and/or damage to the property of others arising from the Contractor's use of motor vehicles or other equipment and must cover both on-site and off-site operations.
- G. Nothing contained herein will be deemed to operate as a waiver of FW's sovereign immunity under the law.

### 3.25 Negotiation with Low Bidder

If the lowest bid submitted by a responsive and responsible bidder exceeds available funds for this procurement, then Fairfax Water may, in its discretion, conduct negotiations with the lowest responsive and responsible bidder (the "Low Bidder") in an effort to obtain a contract price that is within available funds. In such event, Fairfax Water will notify the Low Bidder verbally or in writing that its bid exceeds available funds and will schedule a conference with the Low Bidder, Fairfax Water staff, and such advisors and consultants as Fairfax Water deems appropriate in order to discuss possible modifications to the scope of the procurement that may result in a price that is within available funds. The conference and any subsequent negotiations may be conducted in person or by telephone. If, during the conference, the parties arrive at an acceptable modification to the scope of the project and a contract price that is within available funds, then Fairfax Water may award a contract to the Low Bidder based upon the newly-modified terms and conditions. Otherwise, the Low Bidder will, within 15 days after the date of the conference (or such longer or shorter period as may be specified in writing by Fairfax Water), submit to Fairfax Water a written addendum to its original Bid Form which describes its proposed modification(s) to the scope of the procurement and sets forth the Low Bidder's newly adjusted bid price. Fairfax Water may conduct further negotiations with the Low Bidder or request additional clarifications or modifications. If the Low Bidder's proposed modifications are acceptable to Fairfax Water and the associated contract price is within available funds, then Fairfax Water may award a

contract to the Low Bidder based upon the modified terms and conditions. If the proposed modifications are not acceptable to Fairfax Water, or the associated price reductions are not within available funds, then Fairfax Water will terminate negotiations and reject all bids.

### **3.26 No Waiver or Estoppel**

Neither the inspection by FW nor any of its employees, nor any payment of money, nor payment for, nor acceptance of any Commodity by FW, nor any extension of time shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the Owner or of any right to damage herein provided. No waiver of any breach of this Contract shall be held to be a waiver of any other subsequent breach. All remedies provided in this Contract to FW shall be construed as cumulative and shall be in addition to each and every other remedy herein provided. Neither FW, nor any officer, member, employee, or authorized representative of FW, will be bound, precluded, or estopped by any action, determination, decision, acceptance, return, certificate, or payment made or given under or in connection with the Contract by any officer, employee, member or authorized representative of the Owner, at any time either before or after final completion and acceptance of the Work and payment therefore from: (a) showing the true and correct classification, amount, quality, or character of the Commodities delivered, or that any determination, decision, acceptance, return certificate or payment was incorrect or was improperly made in any respect, or that the Commodities or any part thereof do not in fact conform to the requirements of the Contract; (b) demanding and recovering from the Contractor any overpayment made to the Contractor or such damages as FW may sustain by reason of the Contractor's failure to comply with the requirements of the Contract; or (c) both of the foregoing clauses (a) and (b).

### **3.27 Pass-through Price Increases and Decreases**

- A. Increases: FW recognizes that the Contractor's sources of supply and transportation may pass onto the Contractor unanticipated and significant price increases. FW will consider requests by the Contractor to allow "pass-through" price increases when accompanied with sufficient proof. Only the Contractor's direct supplier's price increases will be considered. FW reserves the right to accept or reject all such requests. FW will not allow price increases that are greater than the amount passed on to the Contractor, or for a period outside of the then current contract year.
- B. Decreases: When and as pass through price increases are reduced or eliminated, the Contractor shall reduce the unit price accordingly.
- C. Pass through price increases will not be a substitute for poor planning by the Contractor. No pass-through increase will be allowed for the first contract year. In subsequent years, such requests cannot be submitted until after the sixth month of the then current contract year. Price increases will not be retroactive.

### **3.28 Payment Clauses Required in All Contracts**

Section § 2.2-4352 of the Virginia Public Procurement Act requires the following:

- A. That any contract awarded by FW include the following clauses:
  - 1. The Contractor shall take one of the two following actions within seven days after receipt of amounts paid to the contractor by FW for work performed by any subcontractor(s) under the contract:
    - a. The Contractor shall pay its subcontractor(s) for the proportionate share of the total payment received from FW attributable to the work performed by the subcontractor under that contract; or
    - b. Notify FW and any subcontractor(s), in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
  - 2. Offerors shall include in their offer submissions either: (i) if an individual contractor, their social security numbers; and (ii) proprietorships, partnerships, and corporations to provide their federal employer identification numbers.



3. The contractor shall pay interest to the subcontractor(s) on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from FW for work performed by the subcontractor under the contract, except for amounts withheld as allowed in subdivision 1.
  4. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.
- B. The contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
- C. A contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of FW. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

### **3.29 Payment**

A. Invoices:

1. All invoices shall be submitted directly to the FW Accounts Payable department by mail, fax, or email. Invoices shall include the FW Purchase Order Number and the Contractor's FEIN. Invoices shall not be submitted directly to the FW Project Manager, or any other departmental representative. Failure to comply may result in late payments for which FW will not be liable.
2. The Contractor shall only submit invoices for items ordered, delivered, and accepted by FW. All contractor submitted invoices shall be subject to review and approval by the FW Project Manager.

B. Terms: All payments will be Net 30 from the date of receipt of a valid invoice at FW Finance Department. Payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

C. Partial Payments: Requests for partial payments or advanced payments must be submitted as part of the Price Bid along with a justification. FW reserves the right to accept, reject or negotiate requests for partial payments. If the request is rejected, the Bidder must waive the requirement in order to remain in consideration.

D. Refunds: If the Contractor is declared to be in default, FW will be eligible for a full and immediate refund for all payments made to the Contractor. Partial Payments: Requests for partial payments or advanced payments must be submitted as part of the Price Offer along with a justification. FW reserves the right to accept, reject or negotiate requests for partial payments. If the request is rejected, the Offeror must waive the requirement in order to remain in consideration.

E. Unreasonable Charges: Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, final payment is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, FW shall promptly notify the Contractor, in writing, as to those charges that it considers unreasonable and the basis for the determination.

### **3.30 Precedence of Terms**

These General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

### **3.31 Price Firm Period**

Bid pricing shall be firm and fixed as originally offered and accepted for the first 12 months of the contract.

### **3.32 Price and Title**

All prices are for Commodities delivered F.O.B. the facility set forth on the Purchase Order and shall represent the entire cost to FW. Title for such Commodities shall pass to FW upon receipt and acceptance thereof at FW's designated facility.

### **3.33 Purchase and Sale Transaction**

Any transaction for the purchase and sale of any Commodity shall be affected by FW's issuance to the Contractor of a Purchase Order, in which event the Contractor covenants and agrees to furnish all Commodities described therein in strict accordance with the terms and conditions of such Purchase Order and the other documents that together constitute the Contract.

### **3.34 Rider Clause**

Subject to the mutual agreement between the parties, any contract awarded on the basis of this solicitation may be used by any public entity (to include jurisdictions comprising the Metropolitan Washington Council of Governments), to enter into a contract for the services described and defined herein. For single purchases, the contract may be used for up to 12 months from the actual date of contract award. For multi-year contracts, the contract may be used throughout the effective period of the contract. Contracts awarded as a result of this solicitation will be subject to these terms and conditions, and/or such terms and conditions as may be required by the controlling body for the public agency using the contract. Pricing shall be as offered by the successful Offeror and subsequently accepted by FW.

### **3.35 Taxes**

FW is exempt from Federal Excise Taxes, Virginia State Sales and Use Taxes, and the District of Columbia Sales Taxes and Transportation Taxes. FW's tax identification number is 54-6025290.

### **3.36 Termination of Contract**

- A. For Cause. In the event that the Contractor: (1) fails to deliver any Commodity or Service in accordance with the time period established therefore in the Contract; or (2) fails to furnish any Commodity or Service which conforms in all respects to the requirements of the Contract; then FW, without prejudice to any other rights or remedies it may have at law or in equity (including its right to seek damages from the Contractor), shall have the right to terminate the Contract and any outstanding Purchase Orders by issuing a written notice of termination to the Contractor. Such notice of termination shall describe in reasonable detail the grounds for the termination and shall take effect immediately upon receipt by the Contractor.

If, after issuance of a notice of termination under this Section it is determined for any reason that cause for such termination did not exist, then the rights and obligations of the parties shall be the same as if the notice of termination had been delivered under the provisions of subsection B (termination for convenience) hereof; provided, however, that the Contractor in such event shall be deemed to have received seven days prior written notice of such termination. Any compensation due the Contractor pursuant to subsection B shall be offset by the cost to FW of remedying the default by the Contractor. The Contractor shall in no event be entitled to receive any consequential damages or any anticipated profits with respect to Commodities not yet furnished to, and accepted by, FW as of the effective date of any such termination.

- B. For Convenience. FW shall have the right to terminate the Contract and/or any outstanding Purchase Orders issued hereunder at its own convenience for any reason by giving seven business days prior written notice of termination to the Contractor. In such event, the Contractor shall be paid an amount equal to the actual cost of any Commodity delivered to, and accepted by, FW and the actual cost of any equipment, goods or

materials ordered by the Contractor hereunder in good faith which could not be canceled, less the salvage value thereof, provided sufficient substantiation is furnished to FW. Any subcontract entered into by the Contractor in connection with the transactions contemplated hereby shall contain a similar termination provision for the benefit of the Contractor and FW. The Contractor shall in no event be entitled to receive anticipated profits on any Commodities not yet furnished to and accepted by FW as of the effective date of any such termination.

### **3.37 Unit Prices Prevail**

In the event that there is a mathematical error on the summary sheet, the unit price for each item shall prevail. All costs to provide the goods and/or services specified in this solicitation shall be shown on the attached bid summary sheet. If there are additional costs to provide the goods and/or services specified herein either list them on the attached bid summary sheet or attach an additional sheet to it. Line items left blank will be interpreted as at no cost to FW.

### **3.38 Virginia Freedom of Information Act**

Except as provided herein, all proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, any interested person, firm, or corporation, in accordance with the Virginia Freedom of Information Act.

### **3.39 Warranty**

- A. The contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new, in first class condition, and in accordance with the contract documents. The contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades.
- B. Materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of 12 months following date of final acceptance. Should any defect be noted by the FW, the Project Manager will notify the contractor of such defect or non-conformance? Notification will state either (1) that the contractor shall replace or correct, or (2) FW does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the contractor is required to correct or replace, it shall be at no cost to FW and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price.
- C. Work not conforming to these warranties shall be considered defective.
- D. This warranty of materials and workmanship is separate and independent from and in addition to any of the contractor's other guarantees or obligations in this contract.

NOTE: Any implied warranties, including but not limited to the warranty for "Merchantability and Fitness for A Particular Purpose" cannot be waived and are a mandatory part of this solicitation and any ensuing Contract.

## **4.0 COMPENSATION**

Compensation for the services defined herein shall be as follows:

Description	Estimated Annual Quantity	Unit of Measure	Unit Cost	Extended Cost
Virgin GAC	800,000	Pounds	\$1.37	\$1,096,000.00

Delivery Time (In Business Days) After Receipt of Order: 7 to 10 Days

Virgin GAC Manufacturer, Brand Name, and Manufacturing Facility:

Calgon Carbon Corporation Filtrasorb 816; Calgon Carbon Corporation Catlettsburg, KY Plant

PPI Index for All Future Contract Price Adjustments:

Series ID PCU325199325199T – All Other Basic Organic Chemical Manufacturing:

Miscellaneous End Use Chemicals and Chemical Products, Excluding Urea.


**FAIRFAX COUNTY WATER AUTHORITY**  
 8570 Executive Park Avenue  
 Fairfax, Virginia 22031

**CALGON CARBON CORPORATION**  
 3000 GSK Drive  
 Moon Township, Pennsylvania 15108

Procurement Contact:  
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Contactor Point of Contact:  
 Jeremy Jones, DWS Project Manager  
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By: 

By: 

Name: Steven T. Edgermon

Name: Jeremy J. Jones

Title: General Manager

Title: DWS Project Manager

Date: 4/23/21

Date: 04/14/2021