



ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

CONTRACT AWARD COVERPAGE

| | |
|---|--|
| TO: COLONIAL CHEMICAL SOLUTIONS, INC. 101 NORTH LATHROP AVENUE SAVANNAH GA 31402 | DATE ISSUED: DECEMBER 28, 2023 |
| | CONTRACT NO: 24-DES-R-449 |
| | CONTRACT TITLE: WASTEWATER TREATMENT CHEMICALS AND POLYMER |

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of Agreement No. 24-DES-R-449 including any attachments or amendments thereto.

EFFECTIVE DATE: DECEMBER 28, 2023
EXPIRES: JUNE 30, 2024
RENEWALS: FOUR ADDITIONAL ONE (1) YEAR RENEWALS REMAIN
COMMODITY CODE(S): 19025
LIVING WAGE: N

ATTACHMENTS:
AGREEMENT NO. 24-DES-R-449
EXHIBIT A: ALEXANDRIA RENEW ENTERPRISES CONTRACT NO. 23-006-1
EMPLOYEES NOT TO BENEFIT:
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

| | | | |
|------------------------------|--|-------------------------|--------------|
| VENDOR CONTACT: | JEFFREY HOWARD | VENDOR TEL. NO.: | 800-285-8593 |
| EMAIL ADDRESS: | JHOWARD@COLONIALCHEMICALS.COM | | |
| COUNTY CONTACT: | ALIN BRASOV | COUNTY TEL. NO.: | 703-228-6508 |
| COUNTY CONTACT EMAIL: | ABRASOV@ARLINGTONVA.US | | |

PURCHASING DIVISION AUTHORIZATION

| | | |
|----------------------|-----------------------------------|--------------------------------|
| Briana Henley | TITLE: PROCUREMENT OFFICER | DATE: DECEMBER 28, 2023 |
|----------------------|-----------------------------------|--------------------------------|



**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201**

RIDER AGREEMENT NO. 24-DES-R-449

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between Colonial Chemical Solutions, Inc. ("Contractor"), a Georgia corporation with a place of business at 101 North Lathrop Avenue, Savannah GA 31402 authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Exhibit A: Alexandria Renew Enterprises Contract No. 23-006-1 together with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by Alexandria Renew Enterprises and extended by the Contractor to the County on the same terms and conditions. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor's provision of goods and services for the County ("Work") shall commence upon the execution of the Agreement by the County", and shall be completed no later than June 30, 2024 ("Contract Term"), subject to any modifications as provided for in the Contract Documents regarding the Contract Term. No aspect of the Work shall be deemed complete until it is accepted by the County's Project Officer.

Upon satisfactory performance by the Contractor, if the Alexandria Renew Enterprises renews their agreement identified in Exhibit A, the County may elect to renew this Agreement under the same contract terms for four (4) one-year renewal periods from July 1, 2024 to June 30, 2028 ("Subsequent Contract Term"). However, if the Alexandria Renew Enterprises does NOT renew their agreement identified in Exhibit A, this Agreement shall automatically expire on the contract expiration date.

3. PAYMENT

Payment will be made by the County to the Contractor within thirty (30) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor and accepted by the County. All payments will be made from the County to the Contractor via ACH. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

The Contractor also must submit to the County's Project Officer its W-9 Form, which will include its Federal Employer Identification Number ("FEIN") or Social Security Number ("SSN"), whichever is applicable, before the County can process payment to the Contractor under the Contract.

4. SCOPE OF WORK

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter "the Work"). The primary purpose of the Work is to furnish wastewater treatment chemicals and polymer.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

5. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

6. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

7. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

8. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

9. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

Jeffrey Howard
Colonial Chemical Solutions, Inc
101 North Lathrop Avenue
Savannah GA 31402
Phone: 800-285-8593
jhoward@colonialchemicals.com

TO THE COUNTY:

Alin Brasov
Arlington County, Virginia
3111 S Fern St 2FL
Arlington VA 22202
abrasov@arlingtonva.us

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

Phone: (703) 228-3294
Email: slewis1@arlingtonva.us

TO COUNTY MANAGER’S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

10. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 (“Licenses”) of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060, or e-mail business@arlingtonva.us.

11. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

COLONIAL CHEMICAL SOLUTIONS, INC.

AUTHORIZED
SIGNATURE:  DocuSigned by:
A8FA14193D48441...

NAME: Briana Henley

TITLE: Procurement Officer

DATE: 12/18/2023

AUTHORIZED
SIGNATURE:  DocuSigned by:
8AC659D8AE6F405...

NAME: Jeffrey Howard

TITLE: Business Development

DATE: 12/18/2023



AlexRenew is an independent public authority that manages Alexandria's wastewater to improve our local waterways.

703.721.3500 | AlexRenew.com | [f](#) [t](#) [@](#) [in](#)

1800 Limerick Street, Alexandria, Virginia 22314

BOARD OF DIRECTORS

John Hill
Chair

James Beall
Vice Chair

Adriana Caldarelli

Rebecca Hammer

Mark Jinks

CHIEF EXECUTIVE OFFICER

Justin Carl, PE

GENERAL COUNSEL

McGuireWoods, LLP

NOTICE OF CONTRACT AWARD

Solicitation #: 23-006

Contract Title: Wastewater treatment Chemicals and Polymer

Names of Firm (s) receiving the Award: 23-006-1 Colonial Chemical Solutions
23-006-2 Kemira Water Solutions Inc
23-006-3 SNF Polydyne Inc.
23-006-4 Univar Solutions USA Inc.
23-006-5 Kuehne Chemical Co, Inc

Award Date: 6/29/2023

Initial Contract Term end date: 6/30/2028

Optional renewals: None

Award Amount: IDIQ, varies based on quantities of chemicals required.

Price Adjustment: Allowed annually

AlexRenew Primary Contact: Monica Oristian, Process Analyst
monica.oristian@alexrenew.com, 703-721-3500 X 2354

AlexRenew Contact for Billing: Accounts Payable Dept
invoicing@alexrenew.com, 703-721-3500 X 2267

AlexRenew contact for Contractual questions: Igor Scherbakov, Procurement Manager,
igor.scherbakov@alexrenew.com, 703-721-3500 x 2207

Contractor contacts:

23-006-1 Colonial Chemical Solutions

916 W Lathrop Ave, Savannah, GA 31415

Ordering and Customer service:

800-285-8593, ccsavannah@colonialchemicals.com

Contractual questions:

Jeffrey Howard, 800-285-8593, jhoward@colonialchemicals.com

23-006-2 Kemira Water Solutions Inc

Ordering and Customer service:

800-927-3950, iw-customerservice@kemira.com

Contractual questions:

Christina Imbrogno, 785-842-7424, kwsna.bids@kemira.com



23-006-3 SNF Polydyne Inc.

1 Chemical Plant Road, Riceboro, GA 31323

Ordering and Customer service: Heather James

912.884.8735, hjames@polydyneinc.com

Technical questions: Chase Blunt

(804)-634-0364, cblunt@polydyneinc.com

Contractual questions: Boyd Stanley

800-848-7659 x2, bids@polydyneinc.com

23-006-4 Univar Solutions USA Inc.

Ordering and Customer service: Darcy Haney, (614) 613-1546,

CustSolNatlantic@UnivarSolutions.com

Contractual questions: Michael Crea, (804) 219-6417,

michael.crea@univarsolutions.com

23-006-5 Kuehne Chemical Co, Inc

86 North Hackensack Ave, Kearny, NJ 07032

Ordering and Customer service:

orders@kuehnecompany.com ; 973-589-0700

Contractual questions: Susan Anthony, Sales Administrator

973-589-0700 x1130; bids@kuehnecompany.com

EMPLOYEES NOT TO BENEFIT:

No AlexRenew employees shall receive any share or benefit from this contract that is not available to the general public.

Contract Award Authorization:

DocuSigned by:

Justin Carl, PE

3AA74B3BF0154CD...

Justin Carl, PE

Chief Executive Officer

6/29/2023

Date

June 28, 2023

AlexRenew Notice Contract Award - 23-006-1 through 23-006-5: Wastewater Treatment Chemicals

CONTACT PRICING
23-006 Wastewater treatment Chemicals and Polymer
EFFECTIVE 7/1/2023

| Contract No.. | Chemical | Vendor | Unit Price | UOM |
|----------------------|---------------------------|---------------|-------------------|------------|
| 23-006-1 | Methanol (Methyl Alcohol) | Colonial | \$ 1.45 | Gallon |
| 23-006-2 | Ferric Chloride | Kemira | \$1,109.47 | Dry Ton |
| 23-006-3 | Caustic Soda | Univar | \$811.00 | Dry Ton |
| | Liquid Aluminum Sulfate | | \$368.00 | Dry Ton |
| 23-006-4 | Dry Polymer | Polydyne | \$2.11 | Lbs |
| 23-006-5 | Sodium Hypochlorite | Kuehne | \$2.18 | Gal |

REVISED ATTACHMENT A – BID FORM
INVITATION FOR BID (IFB) NUMBER 23-006

THE FULL LEGAL NAME OF THE FIRM OR ENTITY SUBMITTING THIS BID MUST BE WRITTEN IN THE SPACE PROVIDED BELOW. THIS BID FORM, AND ALL OTHER DOCUMENT(S) REQUIRED BY THE SOLICITATION TO BE SUBMITTED WITH THIS BID FORM, INCLUDING, BUT NOT LIMITED TO ALL ISSUED ADDENDA, MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BY A PERSON AUTHORIZED TO LEGALLY AND CONTRACTUALLY BIND THE BIDDER, OR THE BID MAY BE REJECTED.

| | |
|---|--|
| SUBMITTED BY: (Legal name of bidder company and any DBAs) | Colonial Chemical Solutions, Inc. |
| FORMER COMPANY NAMES: (Insert all other names that this entity has been known by in the past twenty (20) years) | N/A |
| NAME AND TITLE OF PERSON COMPLETING THIS BID FORM: | Jeffrey Howard - Business Development |
| AGE OF THE ENTITY: How many years this entity has been in business under the current name? | 23 |
| PRINCIPAL PLACE OF BUSINESS: | 916 W. Lathrop Ave. Savannah, GA 31415 |
| LOCAL OFFICE ADDRESS /MAILING ADDRESS: | PO BOX 576 Savannah, GA 31402 |
| TELEPHONE NO. (800)285-8593 | FAX NO. (912)443-6545 |
| CORPORATE WEBSITE | www.colonialchemicals.com |
| FORM OF ORGANIZATION: <input checked="" type="checkbox"/> CORPORATION; _____ GENERAL PARTNERSHIP; _____ UNINCORPORATED ASSOCIATION; _____ LIMITED LIABILITY COMPANY; _____ LIMITED PARTNERSHIP; _____ SOLE PROPRIETORSHIP | |
| WHERE THE ENTITY WAS FORMED: (INSERT NAME OF STATE) | Georgia |
| IDENTIFICATION NO. ISSUED TO THE FIRM BY SCC: | 58-2563722 |
| If Bidder is exempt from the SCC authorization requirement, then it shall include a statement on the entity's letterhead with its application certifying their exemption from this requirement. | |
| BIDDER'S STATUS PLEASE INITIAL ONE: _____ MINORITY OWNED; _____ WOMAN OWNED; <input checked="" type="checkbox"/> NEITHER | |
| NOTE: If the answers to any questions below are yes, use additional pages to provide detailed description of the situation and or provide full documentation | |

| | |
|--|---|
| DEBARMENT, DISQUALIFICATION AND OR SUSPENSION: | |
| Is the entity or any of its principals are currently debarred, suspended, or disqualified from submitting bids and proposals to AlexRenew, or any other state, local, or federal entities in the last five (5) years? | _____ YES; <input checked="" type="checkbox"/> NO |
| CLAIMS/FINAL RESOLUTION/JUDGMENTS | |
| Have any of the following actions occurred on, or in conjunction with, any project(s) performed by the Bidder, any affiliate, or their officers, partners or directors in the last five (5) years? ("Legal Actions" shall include civil or criminal litigation, administrative; Proceedings, indictments, arbitrations or the like). | _____ YES; <input checked="" type="checkbox"/> NO |
| TERMINATION/FAILURE TO COMPLETE | |
| Has the Bidder ever been terminated for work awarded to it in the last five (5) years? This includes termination for default (or cause) or for the convenience of the Owner? Has Bidder for any other reason failed to complete a project | _____ YES; <input checked="" type="checkbox"/> NO |
| BREACH, DEFAULT, DEBARRED: | |
| Within the last five (5) years, has Bidder been disqualified, removed, or otherwise declared in material breach or default of any contract by a public agency, or debarred from participating in the IFB process for any contract? If yes, please explain the circumstances. | _____ YES; <input checked="" type="checkbox"/> NO |
| RELEASE FROM CONTRACT APPLICATION, BID, OR AWARD: | |
| Has the Bidder filed a request to be released from an application, bid, selection, or award of any contract within the last five (5) years? If yes, please explain the circumstances. | _____ YES; <input checked="" type="checkbox"/> NO |
| FAILURE TO EXECUTE A CONTRACT: | |
| Within the last five (5) years, has the Bidder ever been selected for award or awarded a contract in which the entity failed to execute the contract? This would include: the entity not signing the contract document(s); an inability of the Bidder to obtain insurance requirements; or failure of the company to submit required forms and attestations. If yes, please explain the circumstances. | _____ YES; <input checked="" type="checkbox"/> NO |
| BANKRUPTCY: | |
| Has the Bidder filed for bankruptcy in the last seven (7) years or is your firm currently the debtor in a bankruptcy case? If yes, please explain the circumstances. | _____ YES; <input checked="" type="checkbox"/> NO |
| CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES | |
| Provide the name and address of the person designated by the Bidder to receive notices and other communications (Refer to the Sample Agreement for further details). | Jeffrey Howard - 916 W. Lathrop Ave Savannah GA 31415 _____ |

TRADE SECRETS OR PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by a bidder in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, the Bidder must identify the data and materials need such protection prior to submission of such data and material, and state the reasons why protection is necessary. Please mark one:

() Yes, the Bid I have submitted does contain trade secrets and/or proprietary information. (X) No, the Bid I have submitted does not contain any trade secrets and/or proprietary information.

If Yes, you must clearly identify below the exact data or other materials to be protected and list all applicable page numbers of the Application containing such data or materials:

STATE THE SPECIFIC REASON(S) WHY PROTECTION IS NECESSARY:

NOTE: If you fail to identify the data or other materials to be protected and state the reasons why such protection is necessary in the space provided above, you have not invoked the protection; accordingly, and effectively the bid will be open for public inspection consistent with applicable law.

CERTIFICATION OF NON-COLLUSION:

The undersigned certifies that this Bid is not the result of, or affected by, any act of collusion with another person (as defined in Code of Virginia Section 59.1-68.6 et seq.), engaged in the same line of business or commerce; or any act of fraud punishable under the Virginia Governmental Frauds Act (Code of Virginia §18.2-498.1 et seq.).

CONFLICT OF INTEREST:

The undersigned certifies and warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest, which is defined as a situation in which the nature or work under the contract and the bidder's organizational, financial, contractual, or other interests are such that award of the contract may result in the bidder receiving an unfair competitive advantage, or the bidder's objectivity in performing the work may be impaired. The bidder agrees that if after being awarded it discovers an organizational conflict of interest with respect to the award, it shall make an immediate and full disclosure in writing to AlexRenew which shall include a description of the action which the bidder has taken or intends to take to eliminate or neutralize the conflict.

INDICATE THE NAME AND CONTACT INFORMATION OF THE PERSON WHO CAN RESPOND AUTHORITATIVELY TO ANY QUESTIONS REGARDING THIS BID (I.E. PROJECT MANAGER):

NAME (PRINTED): Jeffrey Howard TITLE: Business Development
E-MAIL ADDRESS: jhoward@colonialchemicals.com TEL. NO.: 912-443-6765

[continued on the next page]

BID FORM (continued)

Provision of all labor, material, equipment, and all things necessary provision of various wastewater chemicals per the terms and condition contained herein for five (5) year period. Bidders shall provide information as listed below, failure to provide such information will deem a bidder nonresponsive.

Colonial Chemical Solutions, Inc.

BIDDER COMPANY NAME: _____

| N o. | ITEM DESCRIPTION | UOM | EST. QTY | COST PER UNIT (\$) | EXTENDED COST (\$) |
|---|--|-----------|----------|-----------------------------|--------------------|
| 1 | METHANOL (METHYL ALCOHOL) - DELIVERED TO 1500 Eisenhower Avenue, Building M, Alexandria, VA 22314 | GALLONS | 350,000 | \$ 1.45 | \$ 507,500 |
| 2 | FERRIC CHLORIDE, GRADE 2 LIQUID - DELIVERED TO 1500 EISENHOWER AVENUE, BUILDING L, ALEXANDRIA, VA 22314 | TONS | 900 | \$ No Bid | \$ No Bid |
| 3 | LIQUID ALUMINUM SULFATE - DELIVERED TO 1500 EISENHOWER AVENUE, BUILDING L, ALEXANDRIA, VA 22314 | TONS | 950 | \$ No Bid | \$ No Bid |
| 4 | DRY POLYMER- DELIVERED TO 1500 EISENHOWER AVENUE, BUILDING L, ALEXANDRIA, VA 22314 | LBS. | 320,000 | \$ No Bid | \$ No Bid |
| 5 | SODIUM HYPOCHLORITE - DELIVERED TO 1500 EISENHOWER AVENUE, BUILDING L, ALEXANDRIA, VA 22314 | GALLONS | 75,000 | \$ No Bid | \$ No Bid |
| 6 | CAUSTIC SODA - DELIVERED TO 1500 EISENHOWER AVENUE, BUILDING L, ALEXANDRIA, VA 22314 | TONS | 145 | \$ \$928.00 / Dry Short Ton | \$ 134,560.00 |
| OPTIONAL ITEMS/SERVICES AS REQUESTED BY ALEXRENEW: | | | | | |
| 7 | ASSISTANCE WITH PRODUCT EVALUATION TO ACHIEVE MAXIMUM EFFICIENCY AND QUALITY IN THE PROCESS (TWICE ANNUALLY) - FOR POLYMERS | LS | 1 | \$ No Bid | \$ No Bid |
| 8 | ASSISTANCE WITH PRODUCT EVALUATION TO ACHIEVE MAXIMUM EFFICIENCY AND QUALITY IN THE PROCESS (ONCE ANNUALLY) - FOR ALL OTHER CHEMICALS (OPTIONAL) | LS | 1 | \$ No Bid | \$ No Bid |
| The following items need to be addressed and requested information shall accompany bid: | | | | | |
| Did you attach Safety Data Sheet (SDS) showing CAS numbers for product bid? | | Yes | | No | |
| | | Comments: | | | |
| How long your firm has been engaged in providing required Products: | | 20+ years | | | |
| Attach a copy of your firm's safety policies as a separate document | | | | | |

**INVITATION FOR BID (IFB) NUMBER 23-006
BID FORM (continued)**

BIDDER COMPANY NAME: Colonial Chemical Solutions, Inc.

| | | | |
|--------------------------------------|--|-----------------------------|----------------------|
| Name and address of Awarding Entity: | DC Water 1385 Canal St. SE Washington DC 20003 | | |
| Contact Person: | Name | Email | Phone |
| | Scott Kang | scott.kang@dcwater.com | 202-787-7058 |
| Name and address of Awarding Entity: | City of Raleigh 222 W. Hargett Street, 5th Floor, Ste 502 Raleigh NC 27601 | | |
| Contact Person: | Name | Email | Phone |
| | Dean Nunnally | dean.nunnally@raleighnc.gov | 919-996-4975 |
| Name and address of Awarding Entity: | City of Hagerstown 1 Clean Water Circle Hagerstown MD 21740 | | |
| Contact Person: | Name | Email | Phone |
| | Brad Luhn | bluhn@hagerstownmd.org | 301-739-8577,ext 664 |
| Name and address of Awarding Entity: | City of Tallahassee | | |
| Contact Person: | Name | Email | Phone |
| | Ronald Mayo | ronald.mayo@talgov.com | n/a |

INVITATION FOR BID (IFB) NUMBER 23-006
BID FORM (continued)

The undersigned swears or affirms under the penalty of perjury and upon personal knowledge that the contents of the Bid Form are true and correct.

The undersigned swears or affirms under the penalty of perjury that the Bidder, its agents, servants, and/or employees, to the best of his/her knowledge and belief, have not in any way colluded with anyone for and on behalf of the Bidder an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Bidder, or themselves, to gain any favoritism in the award of any contract resulting from this bids.

Jeffrey Howard - Business Development

NAME OF AND TITLE BIDDER'S REPRESENTATIVE

Jeffrey Howard

SIGNATURE OF BIDDER'S REPRESENTATIVE



Cooperative Rider Clause

The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Metropolitan Washington Council of Governments ("MWCOCG") and the Baltimore Metropolitan Council ("BMC") to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region ("region").

Format

A lead agency format is used to accomplish this work. The Lead Agency in this procurement and has included this MAPT Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions:

1. Terms

- 1.1** Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.
- 1.2** Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

2. Other Conditions - Contract and Reporting

- 2.1** The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located;
- 2.2** To provide to MWCOCG and/or BMC contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants;
- 2.3** Contract obligations rest solely with the participating entities only;
- 2.4** Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.

In pricing and other conditions, vendors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this region.

A list of the participating members of the Mid-Atlantic Purchasing Team can be found at the following web links www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/ and <http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives>

INSURANCE CHECKLIST

CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE AND ENDORSEMENTS INDICATED BY "X"

| COVERAGES REQUIRED | | LIMITS (FIGURES DENOTE MINIMUMS) | |
|--------------------|----|--|---|
| X | 1 | WORKERS' COMPENSATION | STATUTORY LIMITS OF VIRGINIA |
| | 2 | EMPLOYER'S LIABILITY | \$100,000 ACCIDENT, \$100,000 DISEASE, \$500,000 DISEASE POLICY LIMIT |
| X | 3 | COMMERCIAL GENERAL LIABILITY(CGL) | \$2,000,000 CSL BI/PD EACH OCCURRENCE, \$1 MILLION ANNUAL AGGREGATE |
| X | 4 | PREMISES/OPERATIONS | \$500,000 CSL BI/PD EACH OCCURRENCE MILLION ANNUAL AGGREGATE |
| X | 5 | AUTOMOBILE LIABILITY | \$1 MILLION BI/PD EACH ACCIDENT, UNINSURED MOTORIST |
| X | 6 | OWNED/HIRED/NON-OWNED VEHICLES | \$1 MILLION BI/PD EACH ACCIDENT, UNINSURED MOTORIST |
| X | 7 | INDEPENDENT CONTRACTORS | \$500,000 CSL BI/PD EACH OCCURRENCE, \$1 MILLION ANNUAL AGGREGATE |
| | 8 | PRODUCTS LIABILITY | \$500,000 CSL BI/PD EACH OCCURRENCE, \$1 MILLION ANNUAL AGGREGATE |
| X | 9 | COMPLETED OPERATIONS | \$500,000 CSL BI/PD EACH OCCURRENCE, \$1 MILLION ANNUAL AGGREGATE |
| X | 10 | CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE) | \$500,000 CSL BI/PD EACH OCCURRENCE |
| | 11 | PERSONAL AND ADVERTISING INJURY LIABILITY | \$1 MILLION EA. OFFENSE, \$1 MILLION ANNUAL AGGREGATE |
| X | 12 | UMBRELLA LIABILITY | \$ 2 MILLION BODILY INJURY, PROPERTY DAMAGE AND PERSONAL INJURY |
| X | 13 | PER PROJECT AGGREGATE | \$1 MILLION PER OCCURRENCE/CLAIM |
| | 14 | PROFESSIONAL LIABILITY | |
| | A | ARCHITECTS AND ENGINEERS | \$1 MILLION PER OCCURRENCE/CLAIM |
| | B | ASBESTOS REMOVAL LIABILITY | \$2 MILLION PER OCCURRENCE/CLAIM |
| | C | MEDICAL MALPRACTICE | \$1 MILLION PER OCCURRENCE/CLAIM |
| | D | MEDICAL PROFESSIONAL LIABILITY | \$1 MILLION PER OCCURRENCE/CLAIM |
| | 15 | MISCELLANEOUS E&O | \$1 MILLION PER OCCURRENCE/CLAIM |
| | 16 | MOTOR CARRIER ACT END. (MCS-90) | \$1 MILLION BI/PD EACH ACCIDENT, UNINSURED MOTORIST |
| X | 17 | MOTOR CARGO INSURANCE | MILLION BI/PD EACH ACCIDENT |
| | 18 | GARAGE LIABILITY | \$1 MILLION BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE |
| | 19 | GARAGE KEEPERS LIABILITY | \$500,000 COMPREHENSIVE, \$500,000 COLLISION |
| | 20 | INLAND MARINE-BAILLIE'S INSURANCE | \$ |
| | 21 | MOVING AND RIGGING FLOATER | ENDORSEMENT TO CGL |
| | 22 | DISHONESTY BOND | \$ |
| | 23 | BUILDER'S RISK | PROVIDE COVERAGE IN THE FULL AMOUNT OF CONTRACT |
| | 24 | XCU COVERAGE | ENDORSEMENT TO CGL |
| | 25 | USL&H | FEDERAL STATUTORY LIMITS |
| X | 26 | CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT | |
| X | 27 | NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE IN COVERAGE SHALL BE PROVIDED TO ALEXRENEW AT LEAST 30 DAYS PRIOR TO ACTION | |
| X | 28 | ALEXRENEW SHALL BE AN ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS COMPENSATION, PROFESSIONAL LIABILITY, AND AUTOMOBILE LIABILITY | |
| X | 29 | CERTIFICATE OF INSURANCE SHALL SHOW SOLICITATION NUMBER AND TITLE | |

INSURANCE AGENT'S STATEMENT:

I have reviewed the above requirements with the bidder named below and have advised the bidder of required coverages not provided through this agency.

AGENCY NAME: See attached AUTH. SIGNATURE: See attached

BIDDER'S STATEMENT:

If awarded the Contract, I will comply with contract insurance requirements.

BIDDER'S NAME: Jeffrey Howard AUTH. SIGNATURE: Jeffrey Howard

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

| | | | |
|--|------------------|---|--|
| PRODUCER McGriff Insurance Services, LLC | | INSURED *Colonial Group, Inc. (continued on attachment) | |
| POLICY NUMBER | | | |
| CARRIER | NAIC CODE | ISSUE DATE: 05/26/2023 | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** _____

Insured Name continued:

- *Colonial Chemical Solutions, Inc.
- *Colonial Energy, Inc.
- *Colonial Fuel and Lubricant Services, Inc.
- *Colonial Oil Industries, Inc.
- *CTI of North Carolina, Inc.
- *Enmark Stations, Inc.
- Colonial Terminals, Inc
- Colonial Towing, Inc.
- Colonial Compliance Systems, Inc.
- Georgia Kaolin Terminals, Inc.
- GKT Properties, Inc.
- Savannah Yacht Center, Inc.
- Colonial Bunkering, Inc.
- Chatham Towing Company, Inc.
- Colonial Carolina, Inc.
- Colonial Land-Carolina, Inc.
- Colonial Land Investment Company
- Colonial Marine Industries, Inc.
- 400 Telfair, Inc.
- Industrial Chemicals, Inc.
- SIMCO, Inc.
- Enmark Properties, LLC
- CTI Wahlstrom Terminal, Inc. (Added Effective 11/01/2022)
- CTI Foundation Terminal, Inc. (Added Effective 11/01/2022)
- *Crown Products & Services, Inc. (Added Effective 1/09/2023)

*Indicates Named Insured is included on the Workers' Compensation

AM Best Rating Services

Everest National Insurance Company



AMB #: 002799 NAIC #: 10120 FEIN #: 222660372

Administrative Office

Warren Corporate Center 100 Everest Way
Warren, New Jersey 07059

[United States](#)

Web: www.everestnational.com

Phone: 908-604-3000

Fax: 908-604-3434

[View Additional Address Information](#)

AM Best Rating Unit: [AMB #: 058455 - Everest Re Group, Ltd.](#)

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



View additional [news, reports and products](#) for this company.

Based on AM Best's analysis, [058455 - Everest Re Group, Ltd.](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength [View Definition](#)

Rating (Rating Category): A+ (Superior)
Affiliation Code: g (Group)
Outlook (or Implication): Stable
Action: Affirmed
Effective Date: June 15, 2022
Initial Rating Date: June 14, 1993

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.
Senior Financial Analyst: Dan Hofmeister, CFA, FRM, CAIA, CPCU, ARe, AIS, AIAF
Senior Director: Carlos Wong-Fupuy
Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.

Long-Term Issuer Credit [View Definition](#)

Rating (Rating Category): aa- (Superior)
Outlook (or Implication): Stable
Action: Affirmed
Effective Date: June 15, 2022
Initial Rating Date: June 17, 2005

Note: Credit Ratings on this company are [European Union Endorsed](#) and [United Kingdom Endorsed](#)

Disclosure Information

Disclosure Information Form

View AM Best's [Rating Disclosure Form](#)

Press Release

[AM Best Affirms Credit Ratings of Everest Re Group, Ltd. and Its Subsidiaries](#)

June 15, 2022

View AM Best's [Rating Review Form](#)

Financial Size Category [View Definition](#)

Financial Size Category: XV (\$2 Billion or greater)

u Denotes [Under Review Best's Rating](#)

Rating History

AM Best has provided ratings & analysis on this company since 1993.

Financial Strength Rating

Long-Term Issuer Credit Rating

| Effective Date | Rating | Effective Date | Rating |
|----------------|--------|----------------|--------|
| June 15, 2022 | A+ | June 15, 2022 | aa- |
| May 07, 2021 | A+ | May 07, 2021 | aa- |
| May 29, 2020 | A+ | May 29, 2020 | aa- |
| May 02, 2019 | A+ | May 02, 2019 | aa- |
| March 16, 2018 | A+ | March 16, 2018 | aa- |

Best's Credit & Financial Reports



[Best's Credit Report](#) - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: [058455 - Everest Re Group, Ltd.](#)



[Best's Credit Report - Archive](#) - reports which were released prior to the current Best's Credit Report.



[Best's Financial Report](#) - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.



[Best's Financial Report - Archive](#) - reports which were released prior to the current Best's Financial Report.

View additional [news, reports and products](#) for this company.

Press Releases

| <u>Date</u> | <u>Title</u> |
|--------------|---|
| Jun 15, 2022 | AM Best Affirms Credit Ratings of Everest Re Group, Ltd. and Its Subsidiaries |
| May 07, 2021 | AM Best Affirms Credit Ratings of Everest Re Group, Ltd. and Its Subsidiaries |
| May 29, 2020 | AM Best Affirms Credit Ratings of Everest Re Group, Ltd. and Its Subsidiaries |
| May 02, 2019 | AM Best Affirms Credit Ratings of Everest Re Group, Ltd. and Its Subsidiaries |
| Mar 16, 2018 | A.M. Best Affirms Credit Ratings of Everest Re Group, Ltd. and Its Subsidiaries |
| May 03, 2017 | A.M. Best Assigns Credit Ratings to Everest Denali Insurance Company and Everest Premier Insurance Company |
| Feb 10, 2017 | A.M. Best Affirms Credit Ratings of Everest Re Group Ltd. and its Subsidiaries |
| Sep 09, 2015 | A.M. Best Affirms Ratings of Everest Reinsurance (Bermuda) Ltd., Its Subsidiaries and Everest Re Group Ltd. |



2 3

Page size: 10

26 items in 3 pages

European Union Disclosures

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IFB No. 23-006
PROVISION OF CHEMICALS AND POLYMER
AlexRenew's Answers to the Questions Received

| | QUESTIONS | ANSWERS |
|---|--|--|
| | CONTRACT TERM | |
| 1 | May I please get clarity on the contract period? One area states up to three years, and in another area it states five. | The Contract(s) awarded as result of this solicitation will be for a five (5) year period. Corrected bid form is attached to this Addendum. |
| | CONTRACT PRICING & PRICE ADJUSTMENTS | |
| 2 | Is the coop purchasing agreement for MAPT required? If so, can pricing adjustments be made to other entities? Pricing adjustments would be made for freight costs. | No, it is not a requirement. Your firm can decide whether or not to extend pricing offered to AlexRenew to other jurisdictions. Pricing adjustments to other entities will depend on their policies about accepting delivery surcharges. |
| 3 | pg 18, section4 #5 - bid has price firm thru 4/30/25, would you be open to firm thru 4/30/24 | Price adjustment date is changes to 4/30/2024. |
| 4 | pg 18, section 4 #5 - price adjustments allowed via PPI "chemical manufacturers", I was not able to find that specific one? Could different PPI index be identified for use? | See clarification in bullet point 3 of the Addendum. |
| | QUANTITIES | |
| 5 | Is the volume of 950 tons for the alum in wet or dry tons? | Dry tons. |
| 6 | What is the estimated delivery quantity for Aluminum Sulfate? Will you be receiving full truck loads or is there a possibility of less than full truckload quantities? | Sizes of deliveries received are below: Hypo: 5200 gallons Caustic: 3500 gallons Ferric: Between 4000 and 4700 gallons Alum: 4300 gallons Methanol: Between 7600 and 8100 gallons |
| 7 | Is the annual estimated quantity 750 tons or 900 tons? | The quantities on the Bid Form has been reconciled with the quantities in the Scope of Work. Revised Bid Form is attached to this addendum. |
| | DELIVERY | |
| 8 | Will a straight truck be required to deliver Liquid Aluminum Sulfate? | Articulating trucks could make deliveries, but the turnaround space is tight. Straight trucks NOT required. |
| | CURRENT CONTRACTS | |
| 9 | Who is the current supplier for the Liquid Aluminum Sulfate? | Univar USA Inc. |

| | | |
|----|--|--|
| 10 | Can we please get the previous bid tab results of the products listed on the bid above? | Current pricing paid by AlexRenew is Attached to this addendum. |
| | TESTING REQUIREMENTS | |
| 11 | Regarding the polymer testing, will you please confirm if the polymer currently in use will need to be both bench and machine tested? | Only Jar testing will be required prior to bid closing. The low apparent bidder will be required to perform machine testing of their proposed product after receiving Notice of Intent to Award. |
| 12 | On page 19, E. Additional Services - Will these services be required for all products being bid or just the polymers? | This requirement will be applicable to all products. Product evaluation for polymers will be required to be performed twice annually and all other product will be required to be performed once a year. |
| 13 | Regarding the polymer testing, can you please provide some clarity on this? The bid states that bidders shall schedule jar testing for 2 and machine testing for 1 polymer – does this mean you can only jar test two different products? We typically test multiple products before we determine which product we will select for full scale machine testing. | AlexRenew is removing the limit of the products that can be jar tested. The number of polymers to be jar tested is up to the Bidder. Only one product, chosen by the low apparent Bidder after jar testing, will be machine tested; machine testing will be held after the Bid Due date. |
| 14 | Regarding the polymer testing timeline, the bid states that this must be scheduled at least 15 days prior to the deadline for bids – does this mean BOTH jar testing and machine testing must be completed 15 days before the bid opens? Can we schedule the jar testing within this window, and the machine testing outside this window? | See answer above |
| | ADMINISTRATIVE | |
| 15 | Is AlexRenew requesting invoicing to be done on a monthly basis? Or can an invoice be sent for each individual delivery? | Invoices must be sent monthly; however, AlexRenew will accept a batch of invoices for individual shipments sent as one monthly transmittal. |
| 16 | pg 14, C. #1 some vendors are using online order systems which Alex Renew has accepted to use. I might suggest additional wording "Alex Renew will send out a monthly calendar for delivery schedules of each specific product, unless Contractor and Contract Manager determine alternative ordering method | AlexRenew will accept using online ordering systems provided by the supplier. |
| 17 | Can we be provided the bidders list for this bid? Who received the bid documents? | Bid was posted to eVA and AlexRenew site and are publicly accessible. |

Exhibit 1 to Addendum A
CURRENT (2023) CONTRACT PRICES FOR CHEMICAL ACQUISITION

| No. | ITEM DESCRIPTION | UOM | COST PER UNIT (\$) | Supplier |
|-----|---------------------------------|---------|--------------------|-----------------------------|
| 1 | METHANOL (METHYL ALCOHOL) | GALLONS | \$ 1.68 | Colonial Chemical Solutions |
| 2 | FERRIC CHLORIDE, GRADE 2 LIQUID | TONS | \$ 1,112.47 | Kemira |
| 3 | LIQUID ALUMINUM SULFATE | TONS | \$ 494 | Univar |
| 4 | DRY POLYMER | LBS. | \$ 2.25 | Polydyne |
| 5 | SODIUM HYPOCHLORITE | GALLONS | \$ 1.65 | Kuehne |
| 6 | CAUSTIC | TONS | \$ 1,035 | Univar |

IFB # 23-006

Provision of Wastewater Chemicals and Polymer

Optional Pre-bid Meeting sign-in sheet

April 27, 2023 - 10:00AM

| # | Attendee's Name | Firm | E-mail | Phone |
|----|--------------------|------------------|----------------------------------|--------------|
| 1 | Michael Crea | Univar Solutions | michael.crea@univarsolutions.com | 804-219-6417 |
| 2 | Maura Higgins-Haas | AVS Technologies | mhiggins@avschemicals.com | 313-402-8796 |
| 3 | Michelle Paulin | Kemira | michelle.paulin@kemira.com | 302-438-9893 |
| 4 | Monica Oristian | Alex Renew | monica.oristian@alexrenew.com | 703-307-0815 |
| 5 | Paul Conway | Alex Renew | pconway@alexrenew.com | 703-307-6825 |
| 6 | IGOR SCHERBAKOV | Alex Renew | ischerbakov@alexrenew.com | 703-721-3500 |
| 7 | | | | |
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ALEXANDRIA RENEW ENTERPRISES

INVITATION FOR BID NO. 23-006
PROVISION OF WASTEWATER TREATMENT CHEMICALS AND POLYMER

ISSUED ON 4/20/2023

INVITATION FOR BIDS NO. 23-006

ALEXANDRIA RENEW ENTERPRISE (“ALEXRENEW”) WILL BE ACCEPTING SEALED BIDS IN HAND, IN THE OFFICE OF BID CLERK LOCATED AT 1800 LIMERICK STREET, ALEXANDRIA, VIRGINIA 22314, UNTIL 2:00 P.M. ON THE 1st DAY OF JUNE, 2023 FOR:

PROVISION OF VARIOUS TYPES OF WASTEWATER TREATMENT CHEMICALS (METHANOL, FERRIC CHLORIDE, LIQUID ALUMINUM SULFATE, DRY POLYMER, SODIUM HYPOCHLORITE, AND CAUSTIC SODA) PER THE TERMS AND CONDITION CONTAINED HEREIN FOR UP TO FIVE (5) YEAR PERIOD.

AT THE TIME, DATE AND PLACE STATED ABOVE, BIDS WILL BE PUBLICALLY OPENED.

OPTIONAL PRE-BID CONFERENCE

An optional pre-bid conference for the Project will be held on Thursday, April 27 at 10:00 AM EST at Alexandria Renew Enterprises, 1800 Limerick Street, Alexandria, VA 22314, New Management Building) to give an opportunity for bidders to inspect the delivery and testing areas. Bidders must report to the address above for registration a minimum of 15 minutes prior to the time set for the pre-bid conference and on-site inspection. Directions to the appropriate meeting room will be given at that time. Any prospective bidder requiring "reasonable accommodation" under the Americans with Disabilities Act, must contact the designated Point of Contact by telephone 24 hours prior to the pre-bid meeting time. All bidders who wish to participate in the on-site inspection shall wear appropriate PPE (safety footwear, hard hat, safety glasses).

Questions received at the pre-bid conference may be answered verbally. However, oral statements may not be relied upon and will not be binding or legally effective.

A list of attendees may be distributed as an Addendum at Owner's discretion following the pre-bid conference.

IMPORTANT NOTE: Bidders interested in bidding for Polymers shall schedule thickening and dewatering tests to include jar testing for up to two (2) and machine testing for one (1) selected dry polymer formulation. The testing shall be scheduled at least fifteen (15) calendar days prior the deadline for receipt of bids. To schedule this testing, please email: purchasing@alexrenew.com

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Attachments:

BID FORM

CONSIDERATIONS FOR TESTING OF POLYMER

Section 1: Instructions to Bidders

A. BACKGROUND AND PURPOSE

Established in 1952 by the Alexandria City Council, AlexRenew's chartered mission is to clean wastewater and protect public health and the environment. AlexRenew currently maintains capital assets valued at approximately \$750 million and cleans approximately 13 billion gallons of wastewater annually at our wastewater treatment plant, located in Alexandria, Virginia. AlexRenew is governed by an Alexandria City Council-appointed five-member citizen Board of Directors and is a political subdivision of the Commonwealth of Virginia, created under the Virginia Water and Waste Authorities Act. AlexRenew is an independent, special-purpose government unit with administrative and fiscal independence from the City of Alexandria.

The purpose of this solicitation is to obtain bids from qualified sources for the provision of various types of wastewater treatment chemicals (methanol, ferric chloride, liquid aluminum sulfate, dry polymer, sodium hypochlorite, and caustic soda) per the terms and conditions and specifications of this solicitation. All bids shall be made on the basis of meet and/or exceed the requirements.

B. DISTRIBUTION OF SOLICITATION DOCUMENTS AND BIDDER'S RESPONSIBILITIES REGARDING DEFECTIVE SOLICITATION DOCUMENTS

The distribution of this Invitation for Bids (IFB), all addenda, and responses to questions will be posted to the AlexRenew website <https://alexrenew.com/business-opportunities> and the Commonwealth of Virginia website <http://www.eva.virginia.gov/pages/eva-i-buy-for-virginia.htm>. The date and time of posting on AlexRenew website shall be the date and time of the official issuance or notification of the IFB or any modification to the solicitation process. It is the responsibility of each bidder to check AlexRenew's website daily for posted notifications. AlexRenew will not consider modification of any date, time frame, or addendum due to late receipt of notification based on subsequent advertisements or posting at any location other than the AlexRenew's website.

Further, it is the bidder's responsibility to determine the accuracy and /or completeness of the solicitation documents upon which it relied in making its bids, and has an affirmative obligation to notify the Procurement Manager immediately upon discovery of an apparent or suspected inaccuracy, error in, or omission of any pages, drawings, sections, addenda whose omission from the Documents was apparent from a reference or page numbering or other indication in the solicitation Documents.

C. CONTACT INFORMATION

All questions relating to this solicitation shall be submitted via email to Igor Scherbakov, Procurement Manager at purchasing@alexrenew.com. For a question to be considered, the subject line of the email must state the following: **IFB No. 23-006 Questions**.

Questions should be succinct and must include the submitter's name, title, company name, company address, and telephone number. Prior to the award of a contract resulting from this solicitation, bidders are prohibited from contacting AlexRenew staff other than the Contract Manager.

No questions will be considered if they are submitted after May 15, 2023 AT 5:00 PM.

IMPORTANT NOTE: Bidders interested in bidding for Polymers shall schedule thickening and dewatering tests to include jar testing for up to two (2) and machine testing for one (1) selected dry polymer formulation. The testing shall be scheduled at least fifteen (15) calendar days prior the deadline for receipt of bids. To schedule this testing, please email: purchasing@alexrenew.com Refer to Attachment A: CONSIDERATIONS FOR TESTING OF POLYMER

If any questions or responses require revisions to this solicitation as it was originally published, such revisions will be by formal addendum only. Bidders are cautioned that any written, electronic, or oral representations made by any AlexRenew representative or other person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written addendum to this solicitation posted on AlexRenew website.

D. COMPETITION INDENTED

This solicitation was issued using the Competitive Sealed Bidding procurement process as defined and authorized in the Virginia Public Procurement Act (VPPA) § 2.2-4302.1. The Contract(s) resulting from this solicitation shall be subject to the terms and conditions as set forth herein, or elsewhere in AlexRenew and Commonwealth of Virginia rules and regulations.

It is AlexRenew's intent that this IFB permits competition. It shall be the Bidder's responsibility to advise the Procurement Manager in writing if any language, requirement, specification, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be received by Procurement Manager no later than fifteen (15) days prior to the date set for acceptance of bids.

E. BID FORM SUBMISSION

The required Bid Form is provided in the solicitation. One (1) fully completed Bid Form with longhand signature, and one (1) exact electronic copy of the original bids on USB flash drive shall be submitted by hand in a sealed envelope or package, no later than the date and time specified in the Invitation to Bid, above. Electronic files must be in MS Word, Adobe Acrobat, or Excel format. Bidders shall include a notarized statement that the electronic version is a true copy of the printed version. The exterior of the envelope or package shall be clearly marked with the IFB number and title along with the name of the bidder submitting the bid.

Late, unsealed, and electronic bids will not be accepted. A bidder's failure to submit a bid with a fully completed Bid Form, using the Bid Form provided in this solicitation, shall be cause for rejection of that bidder's bid. A bid will be rejected if its corresponding Bid Form is not signed in the designated space by a person authorized to legally bind the bidder.

Modification of or additions to the Bid Form may be cause for rejection of the bid; however, AlexRenew reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid as nonresponsive. As a precondition to bid acceptance, AlexRenew may, in its sole discretion, request that the bidder withdraw or modify any such modifications or additions which do not affect quality, quantity, price, or delivery.

Bids and all documents related to this solicitation submitted to AlexRenew by a bidder or a prospective bidder shall, upon receipt by AlexRenew, become the property of AlexRenew.

Submission of a signed Bid Form is certification by the respective bidder that it read the solicitation documents carefully and fully intent to comply with all the requirements stated in the solicitation or by law. Bidders, further certify that it will accept an award made to it as result of the submission.

F. EXCEPTIONS

Bidders taking exception to any part or section or term of this solicitation, including by way of illustration and not limitation, the scope of services, special conditions, and any attachments or references hereto or thereto, shall indicate any exceptions, unless specifically allowed in this solicitation, are subject to rejection in whole or in part as nonresponsive.

G. NONCONFORMING TERMS AND CONDITIONS

If a bidder submits with its bid alternate terms and conditions that do not conform to the terms and conditions in this solicitation, the bid will be subject to rejection for unresponsiveness. AlexRenew reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid prior to a determination by AlexRenew of unresponsiveness as a result of the submission of nonconforming terms and conditions.

H. ALTERNATE BID

Bidders who have other items they wish to offer in lieu of, or in addition to, what is required by this solicitation shall submit a separate bid clearly marked "Alternate Bid". Alternate bids will be automatically deemed nonresponsive and will not be considered for award. Such bids will, however, be examined prior to awarding the contract contemplating herein and may result in either cancellation of all bids in order to permit rewriting of the solicitation to include the alternate item in a rebid or the alternate item may be considered for future requirements.

I. INFORMALITIES

AlexRenew reserves the right to waive minor defects or variations from the exact requirements of the solicitation in a bid insofar as those defects or variations do not affect the price, quality, or delivery schedule of the services being procured. If insufficient information is submitted for AlexRenew to properly evaluate the bid by a bidder; AlexRenew reserves the right to require such additional information as it may deem necessary to after the bid opening time and date, provided that the information requested does not change the price, quality, quantity, or delivery schedule for the goods and or services being procured.

J. UNBALANCED & CONDITIONAL BIDS

1. "Unbalanced bid" is a bid which includes a number of items or alternates to be added or deleted for which a bidder quotes higher prices on items expected to be ordered in higher quantities than those used for bid evaluation, and/or low prices on items the bidder believes will be ordered in smaller quantities.
2. "Mathematically unbalanced bid" is a bid in which each item does not carry its share or proportion of the cost of work plus profit, or one in which there are nominal prices for some work and higher prices for other work.
3. Bidders are cautioned not to unbalance their bids. AlexRenew reserves the right to reject any bid that is decisively unbalanced.

K. DISCOUNTS

Discounts contingent on payment of invoices by AlexRenew within a stipulated period of time will be accepted as a component of a bid but will not be considered by AlexRenew when evaluating bid prices or when making an award.

L. ERRORS IN EXTENSION

Where the unit price and the extension price are at variance, the unit price will prevail.

M. USE OF BRAND NAMES

Unless identified as a "No Substitute" item in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to that specific brand, make, or manufacturer. The use of the brand, make, or manufacturer's identification is intended to convey the general type, style, character, and quality of the article described. Any article which AlexRenew in its sole discretion determines to be the equivalent of the article specified, considering quality, workmanship, economy of operation, and/or suitability for the intended use, may be accepted and considered for award. It is the bidder's sole responsibility to only use substitutes that meet the above criteria.

N. EXPENSES INCURRED IN PREPARING BID

AlexRenew accepts no responsibility for any expense incurred by any bidder in the preparation and presentation of a bid. All expenses related to a bid are the sole responsibility of the bidder.

O. SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

Each bidder acknowledges by submitting a bid that it has taken steps reasonably necessary to ascertain the nature and locations of the Work of the solicitation, and that it has investigated and

satisfied itself as to the general and local conditions and factors which can affect the Work or its cost, including but not limited to Conditions bearing upon transportation and delivery of material.

P. QUALIFICATION OF BIDDERS

Each bidder may be required, before the award of contract, to show to the complete satisfaction of the Procurement Manager that it has the necessary facilities, ability, and financial resources to comply with the contract and furnish the service, material, or goods specified herein in a satisfactory manner. Each bidder may also be required to provide past history and references which will enable the Procurement Manager to be satisfied as to the bidder's qualifications.

Q. DEBARMENT STATUS

The bidder shall indicate, in the space provided on the Bid Form, whether or not it, or any of its principals, is/are currently debarred from submitting bids to AlexRenew or any other state or political subdivision, and whether or not it is an agent of any person or entity that is currently debarred from submitting bids to AlexRenew, or any other state or political subdivision. An affirmative response may be considered grounds for rejection of the bid.

R. TRADE SECRETS OR PROPRIETARY INFORMATION

Trade secrets or proprietary information submitted by a bidder in connection with this solicitation pursuant to VA Code §2.2-4342(F) may be exempted from public disclosure under the Virginia Freedom of Information Act ("VFOIA"). However, the bidder must invoke the protection of this subsection prior to submission of the data or other materials, and must identify clearly and in writing, in the spaces provided on the Bid Form, the data or other materials sought to be protected and the reasons why such protection is necessary or falls within the exceptions to the VFOIA. It is the bidder's sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.

S. CITY OF ALEXANDRIA BUSINESS LICENSE

Bidders must comply with the City of Alexandria business license requirements, if applicable. Please refer to <https://www.alexandriava.gov/finance/info/default.aspx?id=1838>.

T. AUTHORITY TO TRANSACT BUSINESS

Any bidder organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a limited liability partnership shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. The proper and full legal name of the firm or entity and the identification number issued to the bidder by the Virginia State Corporation Commission (SCC) must be written in the space provided on the Bid Form. Any bidder that is not required to be authorized to transact business in the Commonwealth shall include in its bid a statement describing why the bidder is not required to be so authorized. AlexRenew may require a firm to provide documentation prior to award which: 1) clearly identifies the complete name and legal form of the firm or entity (i.e. corporation, limited partnership, etc.), and 2) establishes that the firm or entity is authorized by the SCC to transact business in Virginia. Failure of a prospective and/or successful bidder to provide such documentation shall be grounds for rejection of the bids or cancellation of the award. For further information refer to the Commonwealth of Virginia SCC website at: www.scc.virginia.gov.

U. WITHDRAWAL OF BIDS PRIOR TO BID OPENING

No bids may be withdrawn after it is filed with AlexRenew unless the bidder makes a request in writing to AlexRenew prior to the time set for the opening of bids.

V. WITHDRAWAL OF BID FROM CONSIDERATION AFTER BID OPENING

After the opening of a bid, a bidder may withdraw its bid from consideration if the price of the bid is substantially lower than other bids due solely to a mistake therein, provided the bid is submitted in good faith, the mistake is a clerical mistake as opposed to a judgment mistake, and is actually

due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents, and materials used in the preparation of the bid sought to be withdrawn. No partial withdrawals of bids will be permitted after the time and date set for bid opening. The bidder must give notice in writing to AlexRenew of a claim of right to withdraw a bid and provide all original work papers, documents, and other materials used in the preparation of the bid sought to be withdrawn, within two (2) business days after the date of bid opening. A bid may also be withdrawn if AlexRenew fails to award or issue a notice of intent to award the bid within ninety (90) days after the date fixed for opening bids.

W. INTEREST IN MORE THAN ONE BIDS AND COLLUSION

Multiple bids received in response to this solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a bidder is interested in more than one (1) bids for a solicitation both as a bidder and as a subcontractor for another bidder will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two (2) or more bidders submitting a bids for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.

X. CONTRACT AWARD IN THE BEST INTEREST OF ALEXRENEW

AlexRenew reserves the right to accept or reject bids, waive informalities or irregularities therein and to contract as the best interest of AlexRenew may require in order to retain the firm that best meets the needs of AlexRenew, as expressed in this IFB. Selection of a bid does not mean that all aspects of the bids are acceptable to AlexRenew.

Y. METHOD OF AWARD

Each line item listed on the Bid Form will be awarded to the lowest responsive and responsible bidder as indicated in the “extended cost” column for that line item. Bidders do not have to bid on all line items.

AlexRenew reserves the right to award the to make a Primary and Secondary award, based on the best interest of AlexRenew.

Z. NOTICE OF DECISION TO AWARD

When AlexRenew has made a decision to award the contract(s), the result of such decision will be posted on AlexRenew website.

AA. CONDITION OF THE RIDER CLAUSE

The successful bidder has the option to extend any contract resulting from this solicitation to all or some of the member jurisdictions of the Mid-Atlantic Purchasing Team (MAPT).

Section 2: Insurance Requirements

The following section provides the insurance required to perform the Work under this Contract. The term "Contract," as used in this section, shall mean the fully executed Agreement covering the Work entered into between AlexRenew and the Contractor.

In conjunction with the execution of this Contract, the Contractor shall provide to the Contract Manager evidence indicating that the Contractor has in force the coverage and endorsements (collectively referred to hereinafter "coverage", "coverages" or "insurance") required below. The Contractor agrees to maintain such insurance for the Contract Term.

All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with an A.M. Best rating of "A-VII", and as acceptable to AlexRenew. The insurance requirements herein shall not operate as a limitation of the Contractor's liability or as a limitation of the Contractor's duty of indemnification, as set forth in this solicitation and any resulting contract. The Contractor is responsible for determining whether the minimum coverage below is adequate to protect its interest.

The Contractor shall secure and maintain (and ensure that its subcontractors, if any, secure and maintain) all insurance listed in the Insurance Checklist, attached to this solicitation.

Additional Insured - AlexRenew, and its officers, elected and appointed officials, employees, and agents shall be named as additional insureds on all policies, except Workers Compensation, Auto, and Professional Liability. A copy of the Additional Insured endorsement, or an "Accord" certificate with the additional insured endorsement box checked for all policies that include an additional insured endorsement, must be provided by the Contractor to the Contract Manager prior to the execution of this Contract and any Contract extension. Failure to provide such documentation shall result in cancellation of the award or of the Contract.

Cancellation - If there is a material change or reduction in coverage, nonrenewal of any insurance coverage or cancellation of any insurance coverage required by this contract, the Contractor shall notify the Contract Manager immediately. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be immediately replaced with another policy consistent with the terms of this Contract and in such a manner that there is no lapse in coverage, and Contract Manager must be immediately notified of the replacement. Not having the required insurance throughout the Contract Term is considered a material breach of this Contract and grounds for termination. The Contractor shall also obtain an endorsement providing AlexRenew thirty (30) days advance notice of cancellation or nonrenewal (ten (10) days for nonpayment of premium. A copy of that endorsement shall be provided to the Contract Manager prior to the execution of this Contract or any Contract extension thereafter.

Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.

Contract Identification – All documentation and copies of endorsements required hereunder shall state this Contract's number and title.

Certificate Holder - The Certificate Holder must be identified as:

Alexandra Renew Enterprises
c/o Procurement Manager
1800 Limerick Street
Alexandria, Virginia 22314

The Contractor must disclose the amount of any deductible or self- insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies required herein, if any. AlexRenew reserves the right to request additional information to

determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, AlexRenew may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure additional protection for AlexRenew.

The Contractor shall require all subcontractors to maintain during the Contract Term, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' documentation of coverage and endorsements specified herein to the Contract Manager immediately upon request by AlexRenew and/or prior to a subcontractor performing work related to this Contract.

No acceptance or approval of any insurance by AlexRenew shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the Work performed under the Contract Document(s) and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The Contractor shall be as fully responsible to AlexRenew for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity, the alternative coverage(s) is/are submitted to and acceptable to the AlexRenew and the terms and additional endorsements required hereunder are met to the satisfaction of the Contract Manager. The Contractor must provide its most recent actuarial report and provide a copy of its self-insurance resolution to determine the adequacy and security of the insurance funding.

Section 3: Scope of Work/Specifications

A. GENERAL REQUIREMENTS

Chemicals shall meet all specifications and be the kind and type specified in the table below, or an approved equivalent. The Contract Amount shall be on the basis of delivery to the noted location of each line item and shall not include any sales or usage taxes. AlexRenew reserves the right to make awards based on aggregates or single or multiple line items, however, it may be the best interest of AlexRenew.

Tractor trailer may be limited at some locations and the Contractor shall be able to deliver via non articulating straight trucks when required to do so.

B. PRODUCT SPECIFICATIONS

1. All chemicals shall be in full compliance with NSF Standards 60 and 61 and/or the latest version of Underwriters Laboratories, Inc.
2. Chemical products bid shall be in full compliance with Virginia Department of Health (VDH), Virginia Department of Environmental Quality (VDEQ), United States Environmental Protection Agency (EPA), United States Occupational Safety and Health Administration (OSHA), and Virginia Occupational Safety and Health (VOSH) program.

[continued on the next page]

| # | CHEMICAL PRODUCT | UOM | EST. ANNUAL QUANTITY | CHEMICAL/DELIVERY SPECIFICATIONS | | | DELIVERY LOCATION |
|---|---------------------------|---------|----------------------|--|--|----------------|---|
| | | | | Parameters | Specifications | Method | |
| 1 | Methanol (Methyl Alcohol) | Gallons | 350,000 | Specific Gravity: 0.79 | | | 1500 Eisenhower Avenue, Building M, Alexandria, VA 22314 |
| | | | | Property | Grade A Requirements | | |
| | | | | Acetone and aldehydes, percent maximum | 0.003 | | |
| | | | | Acetone percent maximum | 0.003 | | |
| | | | | Ethanol percent maximum | 0.001 | IMPCA 001-98 | |
| | | | | Acidity (as Acetic Acid) percent maximum | 0.003 | ASTM D 1613-96 | |
| | | | | Appearance and Hydrocarbons | Free of opalescence, suspended matter and sediment | ASTM D 1722-90 | |
| | | | | Carbonizable substances, color | Not darker than Color Standard No. 50 ASTM D 1209, Platinum-Cobalt scale | ASTM E 346-94 | |
| | | | | Color | Not darker than Color Standard No. 10 ASTM D 1209, Platinum-Cobalt scale | ASTM D 1209-93 | |
| | | | | Distillation Range | 64.6 °C±10 ° at 760 mm Hg | ASTM D 1078-97 | |
| | | | | Specific Gravity | 0.7928 max at 20 °C | ASTM D 891-96 | |
| | | | | Percent methanol by weight minimum | 99.85 | | |
| | | | | Nonvolatile Content, gm/100 ml maximum | 0.0010 | ASTM D 1353-96 | |

| # | CHEMICAL PRODUCT | UOM | EST. ANNUAL QUANTITY | CHEMICAL/DELIVERY SPECIFICATIONS | | | | DELIVERY LOCATION | |
|---|---------------------------------|---------|----------------------|----------------------------------|-----------------------------|--------------|-----------------------|-------------------|--|
| | | | | Odor | Characteristic non residual | Permanganate | Water percent maximum | | Total Iron |
| 2 | Ferric Chloride, Grade 2 Liquid | Tons | 900 | | | | 0.10 | ASTM E 394-94 | 1500 Eisenhower Avenue, Building L, Alexandria, VA 22314 |
| 3 | Liquid Aluminum Sulfate | Tons | 950 | | | | | | 1500 Eisenhower Avenue, Building L, Alexandria, VA 22314 |
| 4 | Polymer (Dry) | lbs | 320,000 | | | | | | 1500 Eisenhower Avenue, Building L, Alexandria, VA 22314 |
| 5 | Sodium Hypochlorite | Gallons | 75,000 | | | | | | 1500 Eisenhower Avenue, Building L, Alexandria, VA 22314 |
| 6 | Caustic Soda – 50% | Tons | 145 | | | | | | 1500 Eisenhower Avenue, Building L, Alexandria, VA 22314 |

C. ORDERING METHOD

1. AlexRenew will send out a monthly calendar for delivery schedules of each specific product and the Contractor shall ensure deliveries are made based on this monthly calendar, unless otherwise required by the Contract Manager in writing.
2. Time is of the essence in furnishing the items ordered. AlexRenew reserves the right to cancel the order and/or refuse delivery if the items are not furnished within period of time specified in the Contract. Should the Contractor fail to make timely delivery, AlexRenew reserves the right to make emergency purchase from other sources.
3. AlexRenew reserves the right to add similar items and/or services or delete items and/or services specified in the resultant contracts as requirements change during the period of Contract. AlexRenew and the Contractor mutually agree to prices for items and/or services added to the Contract. Contract amendment will be issued for all addition and deletions.
4. AlexRenew reserves the right to change the delivery dates, increase or decrease the order quantities, or cancel order with a five (5) days advance notice.
5. For delivery of the polymer, the Contractor shall notify AlexRenew of via email to the Contract Manager_of upcoming deliveries. This email shall be sent forty eight (48) hours prior to upcoming delivery and shall contain the driver's name and truck's identification number and other pertinent information.
6. All deliveries shall be F.O.B. Destination to the addresses indicated in the table above. Contractor shall be solely responsible for the shipment until delivery inside the designated facility. Contractor shall provide the equipment, connections, and required assistance to AlexRenew staff to offload and store the product properly and safely.
7. The Contractor shall submit the following documentation with each delivery:
 - a. Certificate of analysis (COA);
 - b. Safety Data Sheets;
 - c. Bill of lading; and
 - d. Certified weight tickets.
8. AlexRenew will accept the deliveries following inspection of the product and accompanying documentation.
9. All hatches shall be sealed and have numbered sealed tag. The seals shall be removed in presence of AlexRenew staff.
10. Deliveries shall be made Monday thru Friday, between the hours of 6:00 am and 2:00 pm, at the designated Delivery Location for the particular chemical product, unless otherwise coordinated with the Contract Manager.
11. The Contractor shall ship chemicals in accordance with standard commercial practices and all Federal, State and local laws and regulations.
12. The Contractor shall comply with all regulations for tank/truck routing and unloading as established by the US Department of Transportation (DOT), as well as any State and local requirements for tank/truck unloading.
13. Delivery vehicles must be in good working order and compliant with all Federal, State and local transportation laws and regulations.
14. AlexRenew reserves the right to discontinue the use of certain chemical product, and or employ alternative methods of sludge conditioning, dewatering, and or disposal at any time during the Contract Term.

15. AlexRenew reserves the right to purchase alternative polymer and/or chemical products if the Contractor's products fail to perform in accordance with the established standards, and the Contractor shall be responsible for any additional cost to AlexRenew as result of this nonperformance.
16. The Contractor's driver shall wear appropriate PPE (Personal Protective Equipment) and remain on station, outside of the truck, during the unloading phase and shall be ready to intervene if there's an unauthorized discharge (due to the equipment failure, operator error, etc.), the driver shall be able to terminate the unloading transfer within ten (10) seconds.
17. AlexRenew reserves the right to obtain a sample from each delivery (as determined by Contract Manager) in accordance with the applicable EPA sampling methods. These samples will be retained by AlexRenew for verification of product quality and may be tested for compliance with Contract requirements.
18. AlexRenew reserves the right to refuse the acceptance and/or payment of any delivery where AlexRenew, upon visual inspection, has determined that chemicals delivered has unusual color, smell, or any other characteristics that are different from the regularly supplied product.

D. ADDITIONAL SERVICES

1. The Contractor shall assist AlexRenew, as requested to select optimum product and/or shall optimize the setting on AlexRenew's polymer blending/mixing to achieve maximum efficiency and quality in the process.
2. The Contractor shall provide personnel onsite to assist in proper application of the product within two (2) business days of AlexRenew's request.
3. The Contractor shall provide one (1) product evaluation in each calendar year during the Contract Term. The dates of these product evaluations shall be set by AlexRenew. As part of the product evaluations, the Contractor shall assist AlexRenew in the identifying the right product mix/blend and chemical strength to achieve maximum results. The cost of the evaluations shall be indicated on the Contractor's bid in response to this solicitation.
4. AlexRenew reserves the right to purchase test quantities of chemical product throughout the Contract Term from any manufacturer and continue testing for the most effective application.

E. RECORDKEEPING REQUIREMENTS

The Contractor shall be responsible for maintaining records that indicate compliance with all laws, regulations, and requirements of issued permits.

F. CONTRACTOR'S EQUIPMENT AND PERSONNEL:

1. The Contractor's personnel shall not operate any AlexRenew equipment at any time, except with the written approval of the Contract Manager.
2. The Contractor shall be responsible for the proper labeling of its storage tanks in compliance with local, state and federal requirements. The Contractor shall not deliver material into any tank or vessel that is not properly labeled.
3. The Contractor shall minimize noise generated as result of its operation, this shall include but is not limited to the use of horns, unless to avoid an accident and engine braking.
4. The Contractor shall adhere to instructions from AlexRenew regarding idling and the use of mobile communication devices.
5. The Contractor shall make sure that its personnel only smoke in the areas designated for such activity.

6. The Contractor shall ensure its personnel comply with all federal, state, local and AlexRenew safety requirements.
7. Contractor shall be responsible for all damages caused to AlexRenew property as result of its operation under this Contract.

G. REQUIREMENTS FOR POLYMERS

1. AlexRenew requires dry cationic polymer for sludge thickening and dewatering applications, both using centrifuges. AlexRenew currently utilizes a cationic dry polymer for secondary sludge thickening and sludge dewatering. The polymer recommended by the bidder shall be previously tested on a pilot-scale at the plant and shall meet the performance requirements specified herein.
2. Interested bidders shall schedule dewatering tests to include jar testing of two (2) and machine testing of one (1) selected dry polymer formulation. The testing shall be schedule at least fifteen (15) calendar days prior the deadline for receipt of bids. **For additional information regarding testing prior to bid submission, refer to Attachment A: CONSIDERATIONS FOR TESTING OF POLYMER**
3. AlexRenew will provide one of the existing polymer make down tanks for use during the test period for each bidder. Any other specialized equipment needed for the pilot tests shall be furnished by the bidders at no additional cost to AlexRenew.
4. AlexRenew will operate a centrifuge feed pump, withdrawing sludge from the holding tank for anaerobically digested sludge and pumping it to the dewatering centrifuge during the tests. The dewatering centrifuge to be used during testing is an Alfa Laval Sharples, DS706 unit.
5. **Minimum Performance Requirements.** The feed sludge characteristics and the polymer performance requirements for the thickening and dewatering applications are shown in the table.

| Application | Sludge Thickening | Sludge Dewatering |
|---------------------------------|-------------------|--|
| Sludge Type | Secondary Sludge | Pre-Pasteurized- Anaerobically Digested |
| Sludge Flow Rate, gpm | 300 - 400 | 100 - 200 |
| Feed Solids Concentration, %TS | 0.3 - 1.0% | 2.5 - 3.5% |
| Final Solids Concentration, %TS | 6.0 - 8.0% | 27.0 - 30.0% |
| Polymer Dosage , lb/dt | < 6.5 | < 20.0 |
| Capture Rate, % | >92% | >95% |

6. The selected polymer shall be compatible with the existing storage facilities and polymer mixing and delivery system with minimum modifications.
7. The selected polymer shall be available in 1500 lb super sacks stacked on pallets.
8. Each bidder shall provide the following information for the specific product being recommended and bid. This specification shall be consistent with the material that was used for the pilot-scale evaluation as well as the material to be supplied throughout the term of the supply agreement.
9. **Bidder's Quality Control Specifications.**

Product Identification:

Total Solids (%):

Active Polymer Content (%):

Max. Moisture Content (%):

Charge Density (mole %):

Bulk Density (lbs/cu ft):

Standard Viscosity (cps):

Solution Strength (%):

10. **Minimum Shelf Life Expectancy Requirements.** The polymer supplied shall be required to have a shelf life of at least ninety (90) days, in a concentrated form and at least five (7) days in a dilute form.

H. CONTRACT AMOUNT

1. The Contract Amount shall be based on units of measures specified in the Contract Document and shall include all cost associated delivery of the product.
2. No minimum order amounts or additional pre-order fees will be allowed.
3. The lump sum cost of annual product evaluation shall be included in the Contractor's bid, in the line item designated for such information.

SECTION 4: CONTRACT TERMS AND CONDITIONS

THE PARTIES TO THIS STANDARD CONTRACT ("Contract"), Alexandria Renew Enterprises ("AlexRenew") AND _____ [Contractor], for the consideration specified hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS:

The Contract Documents consist of Alexandria Renew Invitation to Bid 23-006, Exhibit A - Notice of Award, Exhibit B – Contractor Bid, and Exhibit C – Purchase Orders issued by Alexandria Renew to encumber the funds for expenditures under this Contract (POs). (Collectively, "Contract Documents" or "Contract").

Where the terms and provisions of this Contract vary from the terms and provisions of other Contract Documents, the terms and provisions of this Contract shall prevail over other Contract Documents. In like manner Exhibits A and C shall prevail over Exhibit B.

The Contract Documents set forth the entire Contract between AlexRenew and the Contractor. AlexRenew and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to this Contract which is not contained in the Contract Documents, and all the terms and conditions with respect to this Contract are expressly contained herein. The Contract Documents shall constitute the Contract.

2. CONTRACT MANAGER:

The performance of the Contractor required under this Contract is subject to the review and approval by the AlexRenew Contract Manager, who shall be appointed by Chief Executive Officer or designee. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work under this Contract.

3. SCOPE OF WORK:

The Contractor shall furnish wastewater chemicals indicated in the Notice of Award of IFB 23-006 (the "Work"). The Contract Documents set forth minimum Work estimated by AlexRenew and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific services set forth to fulfil the purpose of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of its Work.

4. CONTRACT PERIOD:

The Contractor's provision of goods for AlexRenew ("Work") shall commence on the date indicated in the Notice of Award issued by AlexRenew and shall be completed no later than **June 30, 2028** ("Contract Term"), subject to any modifications as provided for in the Contract Documents.

5. CONTRACT PRICE ADJUSTMENT

The Contract unit price(s), detailed in Exhibit C (Bid of the Contractor), will remain firm until **April 30, 2025** ("Price Adjustment Date"). To request a price adjustment, the Contractor must submit a written request to the Purchasing Agent not less than one hundred and twenty (120) days before the Price Adjustment Date.

Adjustments to the Contract unit price(s), will not exceed the then current month's percentage of change in the U.S. Department of Labor Producer Price Index, for Chemical Manufacturers ("PPI").

Any Contract unit price(s) adjustments that result from this provision will become effective the day after the Price Adjustment Date and will be binding for the subsequent twelve (12) month period.

If the Parties have not agreed to a requested price adjustment at least sixty (60) days prior to the Price Adjustment Date, AlexRenew may terminate the Contract, whether or not AlexRenew previously extended the Contract term.

6. TERMINATION:

AlexRenew may terminate this Contract at any time as follows: (1) for cause, if, as determined by AlexRenew, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of AlexRenew.

Upon receipt of notice of termination and except as otherwise directed, the Contractor shall stop all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portions of not terminated; immediately transfer all documentation and paperwork for the terminated work to AlexRenew; and terminate all vendors and subcontracts and settle outstanding liabilities and claims.

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless AlexRenew has approved the purchases in writing as necessary for completion of any portion of the Work that AlexRenew did not terminate.

A. Termination for Cause, Including Breach and Default; Cure:**1) Termination for Unsatisfactory Performance:**

If AlexRenew determines that the Contractor has failed to perform satisfactorily, then AlexRenew will give the Contractor written notice of such failure/s and opportunity to cure such failure/s at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period or as otherwise specified in the notice, the Contract is terminated for the Contractor's failure to provide satisfactory contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by AlexRenew prior to such termination unless otherwise barred by the Contract ("Termination Costs"). Such request for Termination Costs, with supporting documentation, must be submitted to AlexRenew within fifteen (15) days after the expiration of the Cure period. AlexRenew may accept, or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within reasonable time thereafter.

In the event of termination by AlexRenew for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, AlexRenew will continue to pay all fees and charges incurred through the termination date.

2) Termination for Breach or Defaults:

If AlexRenew terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from AlexRenew to the Contractor (unless AlexRenew in its discretion provides for an opportunity to cure.

Upon any termination pursuant to this section, the Contractor shall be liable to AlexRenew for all costs incurred by AlexRenew after the effective date of termination including costs required to be expended by AlexRenew to complete the Work covered by the Contract, including costs of delay in completing the project or the cost of repairing or correcting any unsatisfactory or noncompliant Work. Such costs shall be either subtracted from any amount due to the Contractor or shall be promptly paid by the Contractor to AlexRenew upon demand by AlexRenew. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to AlexRenew (and AlexRenew shall be entitled to recover) all damages to which AlexRenew is entitled by this Contract or by law, including and without limitation, direct damage, consequential damages, delay damages, replacement costs, and all attorney fees and costs incurred by AlexRenew to enforce the provision of this Contract.

Except as otherwise directed by AlexRenew, the Contractor shall stop Work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

B. Termination for Convenience:

AlexRenew may terminate this Contract in whole or in part whenever the Contract Manager determines that termination is in AlexRenew's best interest. AlexRenew will give the Contractor at least fifteen (15) days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to Termination Costs, as defined above, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for the anticipatory profits.

Except as otherwise directed by AlexRenew, the Contractor must stop work on the date of receipt of the notice of the termination.

7. FORCE MAJEURE:

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, acts of terrorism or acts of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract.

8. CONTRACT AMOUNT:

AlexRenew will pay the Contractor based on the rates indicated in the Contractor's bid, in accordance with the terms of Payment paragraph for the Contractor's Work described and required in the Contract Documents for the Contract Term, subject to the terms and conditions of the Contract and provided the Work is performed to the satisfaction and is accepted by the Contract Manager.

The Contractor agrees that it shall complete the Work for the total Contract Amount specified in this section unless such amount is modified as provided for in this Contract. The Contract Amount includes all of Contractor's costs and fees (profit).

9. PAYMENT:

Payment terms will be recorded by AlexRenew as Net thirty (30) days. AlexRenew will pay the Contractor within thirty (30) days after the date of receipt of a correct (as determined by the Contract Manager) invoice approved by the Contract Manager describing completed Work which is reasonable and allocable to the Contract, or date of receipt of the entire order, or date of acceptance of the Work which meets the Contract requirements, whichever is later. However, payment shall be conditioned on the Contractor's provision to AlexRenew of its social security number (if an individual) or its federal employment identification number (if a proprietorship, partnership or corporation).

Payments will be made by AlexRenew for goods or services furnished, delivered, inspected, and accepted upon receipt of correct invoice subject to conditions stated herein. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire order by AlexRenew.

AlexRenew's approval or acceptance of or payment for any goods or services under this Contract will not waive any rights or causes of action arising out of Contract.

10. INVOICE SUBMISSION REQUIREMENTS

- All invoices must be accurate and reflect contract rates;
- Invoices must show the following identifying details:
 - Contract number;
 - Purchase Order Number

- Ordering individual's name and department
 - Invoice date and period covered by the invoice; and
 - Full description of goods and services delivered and accepted.
- Attach packing slips or any other supporting documentation necessary to show acceptance and receipt.
- Invoices MUST be sent to: invoicing@alexrenew.com

11. **ALEXRENEW PURCHASE ORDER REQUIREMENTS:**

AlexRenew purchases of goods and services are authorized only if a purchase order is issued in advance of the transaction, indicating sufficient funds available to pay for the purchase. AlexRenew will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by AlexRenew. Contractors providing goods and services without a signed AlexRenew Purchase Order do so in their own risk and must satisfy themselves that the ordering person is authorized to purchase goods and services in the name of AlexRenew. Please direct questions regarding this requirement to Contract Manager.

12. **ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR**

This Contract does not obligate AlexRenew to purchase specific quantity of items or services during the Contract Period. Any quantities that are included in the Contract Documents are the present expectations of AlexRenew for the Contract Period; and AlexRenew is not under any obligation to buy that or any amount as result of having provided this estimate or having had any normal or otherwise measurable requirements in the past. AlexRenew may require more goods and services than the estimated quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and or rates in the Contract.

AlexRenew does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by the resulting Contract. The items or services covered by this Contract may become available under other AlexRenew Contract(s), and AlexRenew may determine that it is in its best interest to procure the items or services through those contract(s).

13. **UNAVAILABILITY OF FUNDS**

The obligation of AlexRenew to pay compensation due the Contractor under the Contract or any other payment obligations under any contract awarded pursuant to this Contract is subject to appropriations by AlexRenew's Board of Directors to satisfy payment of such obligations. AlexRenew's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the Contract shall terminate effective at the end of the fiscal year for which funds were appropriated and AlexRenew will not be obligated to make any payments under the Contract beyond the amount appropriated for payment obligations under the Contract. AlexRenew will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by AlexRenew's Board of Directors. However, AlexRenew's failure to provide such notice will not extend the Contract into a fiscal year in which sufficient funds have not been appropriated.

14. **PAYMENT OF SUBCONTRACTORS**

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the AlexRenew for the work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from AlexRenew attributable to the work performed by the subcontractor under this Contract; or
- b. Notify AlexRenew and the subcontractor, in writing of the Contractor's intention to withhold all or a

part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from AlexRenew for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

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.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions may not to be construed to be an obligation of AlexRenew. A Contract modification may not include any amount for reimbursement for such interest charge.

15. DELIVERY

Refer to delivery requirements in Scope of Work.

16. WARRANTY

The Contractor shall warrant that the products will be in compliance with the specification contained in the Contract Documents, and will be free from defects in material and workmanship. AlexRenew will notify the Contractor of any defect in the quality, quantity or condition of the products or their failure to meet the specification. The Contractor shall respond to such defect notification within seventy-two (72) hours of receipt. The Contractor shall, at its sole discretion, replace the products (or the part in question) free of charge or refund to AlexRenew the price of the non-compliant products (or a proportionate part of the price).

17. INSPECTION. ACCEPTANCE, TITLE. AND RISK OF LOSS

Inspection and acceptance of goods or materials by AlexRenew will be at the delivery location in Alexandria, Virginia, and within ten (10) calendar days of delivery, unless otherwise provided for in the Contract. AlexRenew will not inspect, accept, or pay for any goods or materials stored or delivered off-site by the Contractor.

Title and risk of loss or damage to all goods shall be the responsibility of the Contractor until acceptance by AlexRenew. AlexRenew's right of inspection shall not be deemed to relieve the Contractor of its obligation to ensure that all articles, materials and supplies are consistent with specifications and instructions and are fit for their intended use. AlexRenew reserves the right to conduct any tests or inspections it may deem appropriate before acceptance.

No goods or materials shall be purchased by the Contractor or any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that it has good title to, and that it will require all subcontractors to warrant that they have good title to, all goods or materials for which the Contractor invoices for payment.

18. INDEMNIFICATION:

The Contractor consents to save, defend, hold harmless and indemnify AlexRenew and its directors, and all its elected and appointed officers, and current and former employees, agents, departments and divisions (collectively, "AlexRenew" for the purpose of this section) from and against any and all claims made by third parties or by AlexRenew for any and all losses, damages, injuries, fines, penalties, costs (including court cost causes of action and expenses (including reasonable attorney's fees) suffered or incurred by AlexRenew Indemnitees arising out of, or in connection with: (a) any act or omission of the Contractor, its employees, officers, directors, agents, contractors or sub-contractors; (b) Contractor's failure to deliver any item it provides to AlexRenew in accordance with any specifications provided by

AlexRenew; (c) failure of any product or service to perform in accordance with Contractor's published specifications; or (d) Contractor's failure to provide complete and accurate information regarding any product. The Contractor's duties under this provision will include the duty to obtain the approval of AlexRenew as to the legal counsel selected to defend AlexRenew and to confer with AlexRenew concerning the defense.

19. ADVERTISING AND USE OF PROPRIETARY MARKS:

The Contractor shall not use the name of AlexRenew or refer to AlexRenew, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of AlexRenew. In no event may the Contractor use a proprietary mark of AlexRenew without receiving the prior written consent of AlexRenew.

20. ETHICS IN PUBLIC CONTRACTING:

This Contract incorporates by reference Article 2 of AlexRenew Purchasing Manual, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia §2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia §18.2-4938 et seq.). The Contractor certifies that Exhibit B – Contractor Proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

21. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED:

During the performance of its work pursuant to this Contract:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there 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 non-discrimination clause.
- b. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- c. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- 4.
- d. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- 5.
- e. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

22. DRUG FREE WORKPLACE:

During the performance of this Contract, the Contractor must:

- a. Provide a drug free workplace for its employees;
- b. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of controlled substances or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violating such prohibition;
- c. State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug free workplace; and
- d. Include a provisions of the foregoing clauses in every subcontract or purchase order of more than \$10,000 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

23. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED:

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract, knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

24. ANTITRUST

The Contractor conveys, sells, assigns and transfers to AlexRenew all rights, title and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

25. RIGHT TO AUDIT:

AlexRenew reserves the right to audit those Contractor records that relate to the Contract or any orders issued there under. AlexRenew's right to audit will be limited as follows:

- a. Three (3) years from end date of the Contract;
- b. Performed at Contractor's premises, during normal business hours at mutually agreed upon times; and
- c. Excludes access to Contractor cost information. In no event shall Contractor have the right to audit, or require to have audited, AlexRenew.

26. SAFETY

The Contractor must ensure that it and its employees and subcontractors comply with all applicable local, state and federal policies, regulations and standards relating to safety and health, including the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for general industry and for the construction industry and the applicable Federal Environmental Protection Agency and Virginia Department of Environmental Quality standards.

27. SAFETY DATA SHEETS:

Contractor will provide AlexRenew with complete and accurate Safety Data Sheets ("SDS") for the goods and such additional information as is necessary for the safe handling and use of such goods. Contractor agrees that AlexRenew may rely upon the information provided by the Contractor when informing AlexRenew's employees and customers about the risks associated with the goods and the safe handling and use of the goods.

28. ALEXRENEW EMPLOYEES

No AlexRenew employees may share in any part of this Contract or receive any benefits from the Contract that is not available to the general public.

29. RELATION TO ALEXRENEW

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of AlexRenew. AlexRenew will not be responsible for any negligence or other wrongdoing by the Contractor or its employees, servants or agents. AlexRenew will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state Income taxes or Social Security tax or for any other benefits. AlexRenew will not provide to the Contractor any Insurance coverage or other benefits, including workers' compensation.

30. AUTHORITY TO TRANSACT BUSINESS

The Contractor must, pursuant to Code of Virginia §2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire Contract Period, otherwise, the Contract is voidable at the sole option of and no expense to AlexRenew.

31. CONTRACTUAL DISPUTES:

The Contractor shall submit any dispute regarding this Contract with AlexRenew in accordance with Virginia Public Procurement Act ("VPPA") §2.2-4363 et seq. to the Contract Manager, who shall reduce his or her decision in writing within ninety (90) days following receipt of notification of such dispute. By execution of this Agreement, AlexRenew designates the Contract Manager as its final decisionmaker on claims presented under this provision.

32. ALEXRENEW'S PURCHASING MANUAL AND ALEXRENEW'S POLICIES

Nothing in this Contract waives any provision of the AlexRenew's Purchasing Manual, which is incorporated herein by reference, or any applicable AlexRenew's policy.

33. APPLICABLE LAW; FORUM, VENUE AND JURISDICTION:

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for City of Alexandria, Virginia, and in no other court.

34. ASSIGNMENT:

The Contractor may not assign, transfer, convey, sublet or otherwise dispose of any awards or any its rights, obligations, or interests under this Contract without prior written consent of AlexRenew.

35. AMENDMENTS:

This Contract may not be modified except by written amendment executed by persons duly authorized to bind the Contractor and AlexRenew.

36. ARBITRATION

No claim arising under or related to this Contract may be subject to arbitration.

37. NONEXCLUSIVITY OF REMEDIES

All remedies available to AlexRenew under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

38. NO WAIVER:

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

39. SEVERABILITY:

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

40. HEADINGS

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections' scope.

41. SURVIVAL OF TERMS

All representations, warranties, and covenants contained in this Contract, or in any instrument, certificate, exhibit, or other writing intended by the parties to be a part of their Contract, will survive the termination of this Contract.

42. AMBIGUITIES

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

43. NOTICES

Unless otherwise provided in writing, all written notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States Mail, postage prepaid, certified or registered to the addresses indicated on the Notice of Award.

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IFB ADDENDUM No. 1

IFB No. 23-006

IFB TITLE: Provision of Various Wastewater Treatment Chemicals

ISSUE DATE: May 12, 2023

To all potential offerors:

This Addendum is being issued to amend and or clarify certain information contained in the above named IFB. All information contained herein is binding on all Bidders who respond to this IFB. The following are changes and or modifications:

1. An optional pre-bid meeting was held on April 27, 2023 at 10:00am to allow potential Bidders to ask questions and familiarize themselves with unloading sites. List of attendees is attached.
2. Bid form has been revised to correct estimated quantities and remove "straight truck" requirement.
3. IFB pg 18, section 4 #5 Price adjustment date is changed to 4/30/2024 (after the initial 12 months); price adjustment factor is clarified to be PPI Series ID **WPU06** "Chemicals and allied products, not seasonally adjusted". Data can be retrieved at <https://beta.bls.gov/dataViewer/view/timeseries/WPU06>
4. The questions from potential Bidders and AlexRenew responses are included below.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

Acknowledgement

| | |
|-----------------------------------|----------------------|
| Name of the Firm: | |
| Colonial Chemical Solutions, Inc. | |
| Signature/Title: | |
| <i>Jeffrey Howard</i> | Business Development |
| Date: | 05/26/2023 |