



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

NOTICE OF RENEWAL

TO: Colonial Chemical Solutions
916 W Lathrop Ave,
Savannah, GA 31415

ORIGINAL DATE ISSUED: MAY 16, 2019
CONTRACT NO: 20-192-R
CONTRACT TITLE: Purchase & Delivery of Methanol

THIS IS A NOTICE OF RENEWAL 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.20-192-R including any attachments or amendments thereto.

EFFECTIVE DATE: 5/15/2022

EXPIRES: 5/31/2024

RENEWALS: NO RENEWALS REMAINING.

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.: (912) 236-3809

EMAIL ADDRESS: jhoward@colonialchemicals.com

COUNTY CONTACT: Aaron Bricco

COUNTY TEL. NO.: (703) 228-1944

COUNTY CONTACT EMAIL: abricco@arlingtonva.us

CONTRACT AUTHORIZATION

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

COLONIAL CHEMICAL SOLUTIONS

PRINT: DR. SHARON T. LEWIS

PRINT: JEFFEREY HOWARD

SIGNATURE: Dr. Sharon T. Lewis
89B86B1AD301462...

SIGNATURE: Jeffrey Howard
8AC659D8AE6F405...

TITLE: PURCHASING AGENT

TITLE: INSIDE SALES REPRESENTATIVE

DATE: 5/19/2022

DATE: 5/18/2022



Board of Directors
 John Hill, Chair
 Bruce Johnson, Vice Chair
 William Dickinson, Sec'y-Treas
 James Beall
 Patricia Turner

Chief Executive Officer
 Karen L. Pallansch, P.E., BCEE

General Counsel
 McGuireWoods, LLP

INTERNAL MEMORANDUM

TO: Karen Pallansch, Chief Executive Officer *JLA 5.16.19*

FROM: James Atkinson, Operations Coordinator *JLA*

THROUGH: Maryam Zahory, Purchasing Agent, *AM* Christine McIntyre, and Director of Finance and Brian Mosby, Deputy General Manager *CM*

DATE: May 15th, 2019 *FM*

SUBJECT: Approval of Award for AlexRenew Contract No. 19-066 -Wastewater Treatment Chemical (Methanol)

Issue:

AlexRenew requires a contract be established to procure up to 224,000 gallons per year of Methanol.

Recommendation:

Staff respectfully requests the approval of the contract with Colonial Chemical Solutions, who was the lowest responsive and responsible bidder for the provision of Methanol (\$1.42 gallon).

Budget and Funding:

The annual value of this contract is \$300,000. The budget for Methanol FY 19 is for \$300,000. This bid amount represents a 10% decrease in price paid by AlexRenew previously. This is a three (3) year contract with annual price adjustment clause. The account code is 10-6770-17200.

Discussion:

An ITB was issued in February requesting bids for all chemicals used in the Plant, along with annual testing to ensure chemical strength effectiveness. Colonial Chemical Solutions was the lowest responsive and responsible bidder for the Methanol.

Congruence with AlexRenew Strategic Plan:

This action supports the strategy of Effective Financial Stewardship.

ACTION TAKEN:

APPROVED: *[Signature]* *5/16/19*

DISAPPROVED: _____

APPROVED WITH MODIFICATION: _____

MODIFICATIONS: _____



INVITATION TO BIDS NO. 19-066

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 **3:00 P.M. ON THE 25TH DAY OF APRIL 2019 FOR:**

PROVISION AND DELIVERY OF METHANOL AND PHOSPHORIC ACID PER THE TERMS AND CONDITIONS CONTAINED HEREIN FOR UP TO THREE (3) YEAR PERIOD.

This is a supplementary solicitation to ITB 19-033 (Wastewater Treatment Chemicals) as no bids were received for methanol and phosphoric acid.

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

IMPORTANT NOTES:

- AlexRenew reserves the right to reject any and all bids, cancel this solicitation, and to waive any informalities or irregularities in procedure.
- In accordance with Code of Virginia § 2.2-4343.1, AlexRenew does not discriminate against individuals or organizations in the performance of its procurement activity.
- Late, unsealed, and electronic bids will not be accepted.

Delphine G. Lambert, CPPB
Contracts Specialist

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PART ONE - INSTRUCTIONS TO BIDDERS

1. 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 54 million gallons of dirty water daily at our water resource recovery facility, located within walking distance of Old Town Alexandria. 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 and delivery of methanol and phosphoric acid 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.

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

The distribution of this Request for Bids (ITB), 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 ITB 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 Purchasing Agent 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.

3. CONTACT INFORMATION

All questions relating to this solicitation shall be submitted via email to purchasing@alexrenew.com.

For a question to be considered, the subject line of the email must state the following: **ITB No. 19-066 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 Purchasing Agent.

No questions will be considered if they are submitted after April 18, 2019 AT 5:00 PM.

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.

4. COMPETITION INTENDED

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

5. 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 a Compact Disc (CD) or Universal Serial Bus (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.

6. 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.

7. 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.

8. 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.

9. 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.

10. UNBALANCED & CONDITIONAL BIDS

- a. "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.
- b. "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.
- c. Bidders are cautioned not to unbalance their bids. AlexRenew reserves the right to reject any bid that is decisively unbalanced.

11. 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.

12. ERRORS IN EXTENSION

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

13. 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.

14. 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.

15. SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

- a. 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:
 - 1) Conditions bearing upon transportation, disposal, handling, and storage of materials;
 - 2) The availability of labor, water, electric power, and roads;
 - 3) Uncertainties of weather, floods, or similar physical conditions at the site;
 - 4) The conformation and conditions of the ground; and
 - 5) The character of equipment and facilities needed before and during work performance.
- b. Each bidder also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work publicly or otherwise available, as well as from the drawings and specifications made a part of this solicitation. Any failure of a bidder to take the actions described and acknowledged in this paragraph will not relieve the bidder from responsibility for estimating properly the difficulty and cost of successfully performing the Work without additional expense to AlexRenew.
- c. The locations of existing utilities, including underground utilities, which may affect the Work, are indicated on the drawings or in the specifications insofar as their existence and location were known at the time of preparation of the drawings. However, nothing in these drawings or specifications shall be construed as a guarantee that such utilities are in the location indicated or that they actually exist, or that other utilities are not within the area of operations. The bidder shall make all necessary investigations to determine the existence and locations of such utilities. The bidder will be held responsible for any damage to and maintenance and protection of existing utilities and structures, of both public and private ownership. However, if it is determined that such existing utility lines or structures require relocation or reconstruction or any other work beyond normal protection or as called for in the Contract Documents, then such additional work will be ordered under the terms of the clause entitled "Changes in Work."
- d. AlexRenew assumes no responsibility for any conclusions or interpretations made by the bidder based on the information made available by AlexRenew. AlexRenew assumes no responsibility for any understanding reached or representation made concerning conditions which can affect the Work by any of its officers or agents before the execution of the contract, unless that understanding or representation is expressly stated in the Contract.

16. QUALIFICATION OF BIDDERS

Each bidder may be required, before the award of contract, to show to the complete satisfaction of the Purchasing Agent 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 Purchasing Agent to be satisfied as to the bidder's qualifications. Failure to qualify according to the foregoing requirements will justify bid rejection by AlexRenew.

17. 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.

18. NEW MATERIAL

Unless otherwise provided for in this solicitation, the bidder represents and warrants that the goods, materials, supplies, or components offered to AlexRenew under this solicitation and any resulting contract are new, not used or reconditioned, and are not of such age or deterioration as to impair their usefulness or safety, and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer. If the bidder believes that furnishing used or reconditioned goods, materials, supplies or components will be in AlexRenew 's interest, the bidder shall notify the AlexRenew in writing no later than ten (10) business days prior to the date set for the opening of bids. The notice shall include the reasons for the request and any benefits which may accrue to AlexRenew if AlexRenew authorizes the bidding of used or reconditioned goods, materials, supplies or components.

19. TRADE SECRETS OR PROPRIETARY INFORMATION

Trade secrets or proprietary information submitted by a bidder or contractor in connection with this procurement transaction 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 Bids 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.

20. 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 must be written in the space provided on the Bids Form. Any bidder that is not required to be authorized to transact business in the Commonwealth shall include in its bids 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 State Corporation Commission 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 State Corporation Commission website at: www.scc.virginia.gov.

21. 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.

22. 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.

23. INTEREST IN MORE THAN ONE BID 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) bid 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.

24. CONTRACT AWARD IN THE BEST INTEREST OF THE CITY

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 ITB. Selection of a bid does not mean that all aspects of the bids are acceptable to AlexRenew. AlexRenew reserves the right to negotiate the modification of terms and conditions with the bidders offering the best value to AlexRenew in conjunction with the evaluation criteria contained herein prior to the execution of a contract, to ensure a satisfactory contract.

25. METHOD OF AWARD

All items listed in this solicitation will be awarded to the lowest responsive responsible bidder meeting specifications. Bidders do not have to bid on all line items.

AlexRenew reserves the right to award the contract in the aggregate, by line item, by section, or by product and to make a Primary and Secondary award, based on the best interest of AlexRenew.

26. 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.

27. 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).

PART TWO – INSURANCE REQUIREMENTS

Review this section carefully with your insurance agent or broker prior to submitting a bids. See the Insurance Checklist (part of the Bids or Bids Forms) for specific coverages applicable to 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.

Prior to award of this Contract and upon any Contract extension thereafter, the Contractor shall provide to Purchasing Agent 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 until the completion of this Contract or as otherwise stated below or in the Contract Document(s).

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 required by law or this Contract, including without limitation:

1. **Workers Compensation** - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers' liability with limits of \$100,000/100,000/500,000. AlexRenew will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
2. **Commercial General Liability** - \$2,000,000 combined single limit coverage with \$4,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations. Commercial General Liability - Such Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:
 - A. General aggregate limit is to apply per project;
 - B. Premises/Operations;
 - C. Actions of Independent Contractors;
 - D. Products/Completed Operations to be maintained for five (5) years after completion of the Work;
 - E. Contractual Liability, including protection for the Contractor from claims arising out of liability assumed under this Contract. The general aggregate limit shall apply to this Contract;
 - F. Personal Injury Liability including, including but not limited to, coverage for offenses related to employment and copyright infringement;
3. **Business Automobile Liability** - \$1,000,000 Combined Single Limit (Owned, non-owned and hired).

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 Purchasing Agent 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 Purchasing Agent 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 Purchasing Agent 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 Purchasing Agent 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 Purchasing Agent
1800 Limerick Street
Alexandria, Virginia 22314

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 term of this contract, 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 Purchasing Agent 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 Purchasing Agent. 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.

PART THREE – SCOPE OF WORK/SPECIFICATIONS

A. GENERAL REQUIREMENTS:

Chemicals shall meet ALL specifications and be the kind and type specified, or an approved equivalent. The bid price shall be on the basis of delivery to the noted location of each line item. The bid price shall not include any sales or usage taxes.

AlexRenew reserves the right to award the contract in the aggregate, by line item, by section, or by product and to make a Primary and Secondary award, based on the best interest of AlexRenew.

B. MANDATORY SUBMISSION REQUIREMENTS:

Bidders shall submit with their bids:

- Descriptive literature, catalog cuts, Safety Data Sheets (SDS) showing CAS number of the material and clearly and specifically identifying the product being offered to AlexRenew to enable AlexRenew to determine if the product offered meets the requirements of the solicitation.
- Three (3) references from organizations that purchased identical products from the bidder for similar municipal wastewater application, the form is included as part of the Bid Form shall be used for this purpose.
- Evidence of compliance with the requirements listed in paragraph C (Product Specifications)

Bids submitted without this documentation will be subject to rejection.

C. PRODUCT SPECIFICATIONS:

1. Chemical products bid shall be in full compliance with Virginia Department of Health (VDH), Virginia Department of Environmental Quality, United States Environmental Protection Agency (EPA), United States and Occupational Safety and Health Administration (OSHA), and Virginia Occupational Safety and Health (VOSH).

#	CHEMICAL PRODUCT	UOM	EST. ANNUAL QUANTITY	CHEMICAL SPECIFICATIONS			DELIVERY LOCATION
1	Methanol (Methyl Alcohol)	Gallon	224,000	Specific Gravity: 079			1500 Eisenhower Avenue, Building M, Alexandria, VA 22314. AlexRenew has two (2) tanks with a capacity of 24,500 gallons.
				Parameters	Specifications	Method	
				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	

#	CHEMICAL PRODUCT	UOM	EST. ANNUAL QUANTITY	CHEMICAL SPECIFICATIONS			DELIVERY LOCATION
				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 SPECIFICATIONS			DELIVERY LOCATION
				Odor	Characteristic non residual		
				Permanganate	No discharge of color in 50 minutes		
				Water percent maximum	0.10		
				Total Iron	Max 0.1mg/kg	ASTM E 394-94	
2	Phosphoric Acid	Gallon	100				Shall be in compliance with the requirements of current edition of AWWA Standard B507-16.

D. ORDERING METHOD:

1. AlexRenew will send out annual calendar for delivery schedules of each specific product and the Contractor shall ensure deliveries are made based on this annual 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 the 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. Additional costs incurred by AlexRenew as a result of the Contractor's failure to provide timely delivery will be at the sole risk and expense of the Contractor.
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 will mutually agree to prices for items and or services added to the Contract. Contract amendment will be issued for all additions and deletions.
4. AlexRenew reserves the right to change the delivery dates, increase or decrease the order quantities, or cancel orders with a fifteen (15) day advance notice.
5. All deliveries shall be F.O.B. Destination. Contractor shall be solely responsible for the shipment until delivery at the designated facility.
6. The contractor shall be responsible for the inside delivery of product and assisting AlexRenew staff with inspections, as requested. Inside delivery is defined as follows:

Inside Delivery: The Contractor shall be responsible for delivery of the ordered product to the specified location and provide all equipment, connections, and required assistance to AlexRenew staff to 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. The contractor shall notify AlexRenew via email to security.guard@alexrenew.com and shiftleaders@alexrenew.com 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.
10. All hatches shall be sealed and have numbered sealed tag. The seals shall be removed in presence of AlexRenew staff.
11. Deliveries shall be made Monday thru Friday, between the hours of 6:00 a.m. and 2:00 p.m., at the designated location for the particular chemical product.
12. Contractor shall ship chemicals in accordance with standard commercial practices and all Federal, State and local laws and regulations.

13. Contractor shall comply with all regulations for tank/truck routing and unloading as established by the US DOT, as well as any State and local requirements for tank/truck unloading.
14. Delivery vehicles must be in good working order and compliant with all Federal, State and local transportation laws and regulations.
15. The Contractor shall be responsible for unloading according to instructions provided by AlexRenew Contract Manager.
16. 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.
17. AlexRenew reserves the right to purchase alternative chemical products if the Contractors' 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.
18. The Contractor's driver shall wear appropriate Personal Protective Equipment (PPE) and remain on station, outside of the truck, during the unloading phase and shall be ready to intervene if there is 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.
19. AlexRenew will reserve the right to obtain sample from each delivery (as determined by AlexRenew Contract Manager) in accordance with the applicable Environmental Protection Agency (EPA) sampling methods. These samples will be retained by AlexRenew for verification of product quality and may be tested for compliance with Contract requirements.
20. AlexRenew reserves the right to refuse 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.

E. Additional Services

1. The Contractor shall assist AlexRenew, as requested to select optimum product to achieve maximum efficiency and quality in the process.
2. The Contractor shall within two (2) business days of AlexRenew's request provide personnel onsite to assist in proper application of the product.
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 evaluation, the Contractor shall assist AlexRenew in the identifying the right product mix/blend and chemical strength to achieve maximum results. The cost of this evaluation shall be included as part of the vendor'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.

F. RECORDKEEPING REQUIREMENTS:

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

G. 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 AlexRenew Project 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 would 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.

H. CONTRACT PRICING:

1. All bid prices shall be based on units of measures specified in the solicitation, and shall include all associated handling, insurance and delivery costs.
2. No minimum order amounts or additional pre-order fees will be allowed.
3. The cost of annual product evaluation shall be included in the vendor's bid, in the line item designated for such information.
4. If the Contractor utilizes an emulsion breaker (polyblend type unit) or any other type of specialized equipment for the performance test, the Contractor shall, at the Contractor's sole cost, install two (2) complete redundant units and provide maintenance (to include all costs, parts, labor, travel, etc.) and training for plant staff (once a year at the time and place determined by AlexRenew). At least one (1) unit must be properly functional at all times. The design and installation of the units must be performed prior to beginning of providing services under this Contract, and approved in writing by AlexRenew Contract Manager.

PART FOUR – BIDS FORM AND ATTACHMENTS

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INVITATION TO BID (ITB) NUMBER 19-066

BID FORM

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 entity) Colonial Chemical Solutions Inc	
FORMER NAMES: (Insert all other names that this entity has been known by in the past twenty (20) years)	N/A
AGE OF THE ENTITY: How many years this entity has been in business under the current name?	19 years
PRINCIPAL PLACE OF BUSINESS:	Savannah, GA
LOCAL OFFICE ADDRESS/MAILING ADDRESS:	101 North Lathrop Ave PO Box 576 Savannah, GA 31402
TELEPHONE NO. 800.285.8593	FAX NO. 912.443.6704
CORPORATE WEBSITE www.ColonialChemicals.com	
DUNS NUMBER: 80-837-6735	
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: 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.	
N/A	
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; 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; 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; 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 ITB process for any contract? If yes, please explain the circumstances.

_____ YES; NO

RELEASE FROM CONTRACT APPLICATION, BIDS OR AWARD:

Has the Bidder filed a request to be released from an Application, bids, selection or award of any contract within the last five (5) years? If yes, please explain the circumstances.

_____ YES; 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 company to obtain insurance requirements; or failure of the company to submit required forms and attestations. If yes, please explain the circumstances.

_____ YES; NO

BANKRUPTCY:

Has the Bidder filed for bankruptcy in the last seven years or is your firm currently the debtor in a bankruptcy case? If yes, please explain the circumstances.

_____ YES; 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).

Jeremy Detwiler
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 Application 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 contract 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 BIDS (I.E. PROJECT MANAGER):

NAME (PRINTED): Jordan R Smith **TITLE:** Sales Manager

E-MAIL ADDRESS: JRSmith@ColonialChemicals.com **TEL. NO.:** 912-677-7502

INVITATION TO BID (ITB) NUMBER 19-066

**BID FORM Contd.
ATTACHMENT A – PRICING SHEET**

Provision of all labor, material, equipment, and all things necessary provision and delivery of methanol and phosphoric acid per the terms and condition contained herein for up to three (3) year period.

Bidders shall provide information as listed below, failure to provide such information may deem a bidder nonresponsive.

No.	ITEM DESCRIPTION	UOM	EST. QTY	COST PER UNIT (\$)	EXTENDED COST (\$)
1	METHANOL (METHYL ALCOHOL) – DELIVERED TO 1500 Eisenhower avenue, building M, Alexandria, VA 22314 MANUFACTURER: _____ DELIVERY: _____ DAYS AFTER RECEIPT OF ORDER (ARO)	GALLON	224,000	\$ 1.42/gal	\$
2	PHOSPHORIC ACID ON AS NEEDED BASIS - DELIVERED TO 1500 EISENHOWER AVENUE, BUILDING L, ALEXANDRIA, VA 22314 MANUFACTURER: _____ DELIVERY: _____ DAYS AFTER RECEIPT OF ORDER (ARO)	GALLON	100	\$	\$
OPTIONAL ITEM/SERVICES AS REQUESTED BY ALEXRENEW:					
3	ASSISTANCE WITH PRODUCT EVALUATION TO ACHIEVE MAXIMUM EFFICIENCY AND QUALITY IN THE PROCESS	LS	1	\$	\$
TOTAL BID AMOUNT (SUM OF ALL ITEMS BID) :				\$	

The following items need to be addressed and requested information shall accompany bids:		
Will delivery vehicles used in the performance of the contract be in good working order and compliant with all Federal, State and local transportation laws and regulations?	Yes	No
	Comments: Yes - we will maintain all compliance as we currently do.	
Did you attach SDS showing CAS numbers for product bid?	Yes	No
	Comments: Yes.	
How long your firm has been engaged in providing required Products:	3 - 5 years	
Attach a copy of your firm's safety policies and evidence of compliance with the requirements listed in paragraph C (Product Specifications) of Part III.		

The undersigned swears or affirms under the penalty of perjury and upon personal knowledge that the contents of the Application for Prequalification 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.

Jordan R Smith - Sales Manager

NAME OF AND TITLE BIDDER'S REPRESENTATIVE

SIGNATURE OF BIDDER'S REPRESENTATIVE

ATTACHMENT B – REFERENCES

Name and address of Awarding Entity:	DC Water		
Contact Person:	Name	Email	Phone
	Scott Kang	ScottKang@DCWater.com	202-787-7058
Name and address of Awarding Entity:	Fairfax Water		
Contact Person:	Name	Email	Phone
	Brian Carter	BCarter@fairfaxwater.org	703-289-6264
Name and address of Awarding Entity:	Loudon Water		
Contact Person:	Name	Email	Phone
	Pamela Thornberry	PThornberry@Loudonwater.com	571.291.7820
Name and address of Awarding Entity:	Southern Chemical Company		
Contact Person:	Name	Email	Phone
	Dale Roberts		832-448-7126

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
X	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: _____ AUTH. SIGNATURE: _____

BIDDER'S STATEMENT:

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

BIDDER'S NAME: _____ AUTH. SIGNATURE: _____

PART FIVE – SAMPLE AGREEMENT

FOLLOWING THIS PAGE IS A SAMPLE AGREEMENT SIMILAR TO THAT WHICH WILL BE ENTERED INTO BETWEEN ALEXRENEW AND THE CONTRACTOR. THE SAMPLE AGREEMENT IS PART OF THIS SOLICITATION. THIS SAMPLE AGREEMENT IS SUBJECT TO REVIEW BY ALEXRENEW ATTORNEY PRIOR TO BEING FINALIZED AND SUBMITTED FOR CONTRACTOR'S SIGNATURE.



ALEXANDRIA RENEW ENTERPRISES
1800 Limerick Street
ALEXANDRIA, VIRGINIA 22314
TELEPHONE: (703) 549-3381 FAX: (703) 549-9671
www.alexrenew.com

CONTRACT NO. 19-066

THE PARTIES TO THIS STANDARD CONTRACT FOR SERVICES ("Contract"), Alexandria Renew Enterprises ("AlexRenew") and (Name and Address of Contractor), a (Name of State and Type of Organization), duly authorized to do business in the Commonwealth of Virginia ("Contractor"), for the consideration specified hereinafter, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents includes this Contract;

- Exhibit A – IFB No. 19-066;
- Attachment B – Purchase Orders (PO) issued by AlexRenew to encumber funds for expenditures under the Contract; and
- Exhibit C – Bid of Contractor submitted in response to IFB No. 19-066.

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 Exhibit A and B shall prevail over Exhibit C.

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

Performance of Work by the Contractor, as required under the Contract, is subject to review and acceptance by the AlexRenew Contract Manager or his/her authorized representative, so designated in writing. However, it shall be the responsibility of the Contractor to manage its and its subcontractors' performance of Work as required under the Contract, and nothing in the Contract shall be construed to limit this responsibility.

3. SCOPE OF WORK

The Contractor shall furnish all labor, materials and equipment for provision and delivery of methanol and phosphoric acid, as outlined in detail in Exhibit A to the Agreement, and all other work shown, described and required in Contract Documents (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 Work shall commence upon execution of this Contract by AlexRenew and shall be for a three (3) year period (“Contract Period”), subject to the terms and conditions of the Contract.

5. RESPONSIBILITY FOR CLAIMS AND LIABILITIES

AlexRenew’s review, approval, or acceptance of any services required under this Contract shall not be construed to operate as a waiver by AlexRenew of any rights or any cause of action arising out of the Contract.

6. CONTRACT TERMINATION

AlexRenew may terminate the Contract at any time (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.

Immediately upon receipt of a written notice of termination (“Notice”), or on such other date as may be specified in the Notice, and except as otherwise directed, the Contractor shall stop all Work; place no further orders nor subcontract for labor, materials, equipment, services, or facilities except as necessary to complete any Work agreed to, in writing, by the Parties; immediately transfer all documentation and paperwork for all Work to AlexRenew; and terminate all vendors and subcontracts and settle outstanding liabilities and claims.

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

Any purchase the Contractor makes after receipt of a Notice, shall be the sole responsibility of the Contractor, unless AlexRenew has approved such purchase, in writing, in conjunction with the completion of any Work.

a. Termination for Cause; Cure

1) Termination for Unsatisfactory Performance

If AlexRenew determines the Contractor has failed to perform satisfactorily, AlexRenew shall notify the Contractor, in writing, of such failure and of the opportunity to cure such failure, at least fifteen (15) business days before termination of the Contract (“Cure Period”). If the Contractor is unable to cure the failure during the Cure Period specified in the Notice, the Contract shall terminate. Upon termination, the Contractor may request compensation for services satisfactorily performed by the Contractor, 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) business days after the expiration of the Cure Period. AlexRenew may accept or reject, in whole or in part, the request for Termination Costs and shall notify the Contractor, in writing, of same within a reasonable time thereafter.

In the event of termination for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled, and AlexRenew will continue to

pay all fees and charges incurred, through the termination date.

2) Termination for Breach or Default

If AlexRenew terminates the Contract for breach or default, termination shall be immediate upon Notice unless AlexRenew, in its sole discretion, provides for an opportunity to cure, and the Contractor shall not be permitted to seek Termination Costs.

Upon termination pursuant to this section, Contractor shall be liable to AlexRenew for all costs incurred by AlexRenew after the date of termination including costs required to complete the Work, costs of delay in completing the Work or the cost of repairing or correcting any unsatisfactory or noncompliant Work. Such costs shall be either subtracted from any amount due Contractor or shall be promptly paid by Contractor upon demand by AlexRenew. Additionally, and notwithstanding any provision in the Contract to the contrary, Contractor is liable to AlexRenew (and AlexRenew shall be entitled to recover) all damages to which AlexRenew is entitled under the Contract or by law, including and without limitation, direct damages, consequential damages, delay damages, replacement costs, refunds of all sums paid by AlexRenew to the contractor under the contract and all attorney fees and costs incurred by AlexRenew to enforce the provision of the 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 the Contract, whenever it is in AlexRenew's best interest, in whole or in part, by providing Notice at least fifteen (15) business days prior to a termination for convenience. The notice must specify the extent to which the Contract is terminated and the date of termination. The Contractor will be entitled to Termination Costs.

FORCE MAJEURE

Neither Party shall be responsible for failure to perform under the Contract if such failure is due to fire, riot, rebellion, natural disaster, war, acts of terrorism or acts of God that are beyond the control of the Parties and that make performance impossible or illegal, unless otherwise specified in the Contract.

7. CONTRACT AMOUNT

AlexRenew will pay the Contractor monthly in accordance with the prices shown in Attachment B and the terms of Payment paragraph for the Contractor's completion of the Work described and required in the Contract Documents for the Contract Period, 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).

8. CONTRACT PRICE ADJUSTMENT

The Contract unit price(s), detailed in Exhibit C (Bid of the Contractor), will remain firm until **April**

30, 2020 ("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.

9. PAYMENT

AlexRenew will record payment terms as Net thirty (30) days, and shall pay the Contractor within thirty (30) days of the date of receipt of an approved invoice or the date of acceptance of the Work described in the invoice, whichever is later.

All invoices must comply in all respects with the Invoice Submission Instructions provided below, and any other terms and conditions of the Contract. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of all services purchased and rendered by AlexRenew.

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

Invoice Submission Instructions

All invoices must be complete, accurate and reflect current Contract rates. All invoices must include the following details:

- Contract Number
- PO Number
- Contract Manager Name
- Invoice Date and Period Covered
- Complete Description of Services Rendered and or goods delivered.

Invoices must be sent monthly to invoicing@alexrenew.com; and contractmanager@alexrenew.com

10. PURCHASE ORDER REQUIREMENT

The purchase of services by AlexRenew is authorized only if an executed PO is issued in advance of the transaction, indicating sufficient funds are available to pay for the purchase and serving as the Contractor's official notice to proceed. AlexRenew will not be liable for payment against services rendered without appropriate purchase authorization issued by AlexRenew. Contractors providing services without an executed PO do so at their own risk.

11. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

The Contract does not obligate AlexRenew to purchase a specific quantity of services during the Contract Period. Any quantities included in the Contract represent the expectations of AlexRenew

for the Contract Period and AlexRenew is not under any obligation to purchase that any specified under the Contract. AlexRenew may require more 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 the Contractor an exclusive right to provide the services under the Contract. The services covered by the Contract may become required under other AlexRenew contracts, and AlexRenew may determine that it is in its best interest to procure the services through those other contract.

12. ***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 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 Supervisors. 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.

13. ***PAYMENT OF SUBCONTRACTORS**

The Contractor is obligated to take one of the two following actions within seven (7) calendar days after receipt of amounts paid to the Contractor for Work performed by any subcontractor under the 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 the 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 subcontractors on all amounts owed by the Contractor that remain unpaid after seven (7) calendar days following receipt by the Contractor of payment from AlexRenew for Work performed by the subcontractor under the Contract, except for amounts withheld as allowed in sub-paragraph (2), above. Unless otherwise provided under the terms of the 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 shall not to be construed to be an obligation of AlexRenew. Any Contract modification may not include an amount for reimbursement for such interest charge.

14. ***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 manufacture 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.

15. ***ETHICS IN PUBLIC CONTRACTING**

The Contract incorporates, by reference, Article 2 of the 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.), and the Virginia Governmental Frauds Act (Code of Virginia §18.2-4938 et seq.).

The Contractor certifies that its 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.

16. ***EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

During the performance of Work pursuant to the 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 shall 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 the Contractor is an Equal Opportunity Employer;
- d. The Contractor will comply with the provisions of the American 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; and

- e. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000 relating to the Contract so the provisions will be binding upon each subcontractor or vendor.

17. ***DRUG FREE WORKPLACE**

During performance of the 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 provision 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.

18. ***EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED:**

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

19. **REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS**

AlexRenew has the right to reasonably reject staff or subcontractors the Contractor assigns under the Contract. The Contractor must then provide replacement staff or subcontractors satisfactory to AlexRenew, in a timely manner and at no additional cost to AlexRenew. The day-to-day supervision and control of the Contractor's and its subcontractors' employees is the sole responsibility of the Contractor.

The Contractor may not replace key personnel or subcontractors identified in its proposal, including the approved Project Manager, without AlexRenew's written approval. The Contractor must submit any request to remove or replace key personnel or subcontractors to AlexRenew at least fifteen (15) calendar days in advance of the proposed action. The request must contain a detailed justification including identification of the proposed replacement and his or her qualifications.

If the approved Project Manager must be absent for an extended period, the Contractor must provide an interim Project Manager, subject to AlexRenew's written approval.

If the approved Project Manager resigns or is terminated by the Contractor, the Contractor shall replace the Project Manager with an individual with similar qualifications and experience, subject to AlexRenew's written approval .

20. **BACKGROUND CHECK**

AlexRenew may require the Contractor to submit background check documentation for all of its

employees or subcontractors the Contractor assigns to perform Work under the Contract, and such background check shall include fingerprinting and a credit check.

21. **REPORT STANDARDS**

The Contractor must submit all written reports required by the Contract for advance review in a format approved by the Project Manager. Reports must be complete, accurate and professional (i.e. proper grammar and spelling). The Contractor will bear the cost of reproducing reports determined to be incomplete, inaccurate and/or unprofessional and of other revisions that are required to bring the reports into compliance.

Whenever possible, reports must comply with the following guidelines:

- a. Printed double-sided on at least 309 (recycled-content and/or tree-free) paper.
- b. Recyclable and/or easily removable covers or binders made from recycled materials.
- c. Avoid use of plastic covers or dividers.
- d. Avoid unnecessary attachments or documents or superfluous use of paper.

22. ***ANTITRUST**

The Contractor agrees to convey, sell, assign and transfer to AlexRenew all rights, title and interest in and to all causes of action under state or federal antitrust laws the Contractor may have relating to the Contract.

23. **INTELLECTUAL PROPERTY INDEMNIFICATION**

The Contractor warrants and guarantees that in providing Work under the Contract, neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work.

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify all AlexRenew Indemnitees, from and against any and all claims, losses, damages, Injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used In the performance of the Work. This duty to indemnify all AlexRenew Indemnitees will survive termination of the Contract.

If the Contractor fails or refuses to fulfill its obligations contained in this Section 22, the Contractor must reimburse AlexRenew for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by AlexRenew, and failure to do so may result In AlexRenew withholding such amounts from any payments due to the Contractor under the Contract.

24. **COPYRIGHT**

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to AlexRenew all rights, title and interest, including sole exclusive and complete copyright interest, in any and all

copyrightable works created pursuant to the Contract. The Contractor will execute any documents AlexRenew requests to formalize such transfer or assignment.

The rights granted to AlexRenew by this Section 23 are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning the Contract.

The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to the Contract without AlexRenew's advance written approval and unless Contractor includes this copyright provision in any contract or agreement with such subcontractors or third parties related to the Contract.

25. DATA SECURITY AND PROTECTION

The Contractor shall hold AlexRenew information in the strictest confidence and will comply with all applicable AlexRenew security and network resources policies, as well as all local, state, and federal laws and regulatory requirements concerning data privacy and security.

The Contractor shall develop, implement, maintain, continually monitor and use appropriate administrative, technical, and physical security measures to control access to and to preserve the confidentiality, privacy, integrity and availability of all electronically maintained or transmitted information received from or created or maintained on behalf of AlexRenew.

The Contractor must notify AlexRenew, in writing, within twenty four (24) hours of discovery of any unintended access or use or disclosure of AlexRenew information.

26. AUDIT RECORDS

The Contractor must retain all books, records and other documents related to the Contract for at least five (5) years after final payment and must allow AlexRenew or its authorized agents to examine such documents during this period and during the Contract Period.

The Contractor must provide any requested documents to AlexRenew for examination within fifteen (15) business days of such request at Contractor's expense.

Should AlexRenew's examination reveal any overcharging by the Contractor, the Contractor must, within thirty (30) calendar days of AlexRenew's request, reimburse AlexRenew for the overcharges and for the reasonable costs of AlexRenew's examination, including but not limited to, the services of any external audit firm and attorney's fees or AlexRenew may deduct the overcharges and examination costs from any amount AlexRenew may owe Contractor.

If the Contractor wishes to destroy or dispose of any records related to the Contract (including confidential records to which AlexRenew does not have ready access) within five (5) years after final payment, the Contractor must give AlexRenew at least thirty (30) calendar days' notice and must not dispose of such documents if AlexRenew objects.

27. SAFETY

The Contractor must ensure 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.

28. ***ALEXRENEW EMPLOYEES**

No AlexRenew employee may share in any part of the Contract or receive any benefit from the Contract that is not available to the 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 Contractor any insurance coverage or other benefits, including workers' compensation.

30. ***AUTHORITY TO TRANSACT BUSINESS**

Pursuant to Code of Virginia §2.2-4311.2, the Contractor must be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of the Contract, otherwise the Contract shall be deemed immediately terminated.

31. **CONTRACTUAL DISPUTES**

The Contractor shall submit to AlexRenew, in writing, any dispute concerning a question of fact as a result of the Contract in accordance with Virginia Public Procurement Act ("VPPA") §2.2-4363 et seq. AlexRenew shall reduce its decision with regard to the dispute, in writing, within ninety (90) calendar days following receipt of notification of such dispute.

32. **ALEXRENEW PURCHASING MANUAL AND POLICIES**

Nothing in the Contract waives any provision of the AlexRenew Purchasing Manual or its policies, which are incorporated herein by reference.

33. **APPLICABLE LAW; FORUM, VENUE AND JURISDICTION**

The Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and the jurisdiction, forum and venue for any litigation concerning the Contract shall be the Circuit Court for the 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 of its rights, obligations, or interests under the Contract without the prior written consent of AlexRenew.

35. **AMENDMENTS**

The 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 the Contract may be subject to arbitration.

37. **NONEXCLUSIVITY OF REMEDIES**

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

38. **NO WAIVER.**

Failure to exercise a right provided for in the Contract shall not constitute a waiver of the same right or of any other right.

39. **SEVERABILITY.**

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

40. **ATTORNEY FEES.**

AlexRenew is entitled to attorney's fees and costs it may incur to enforce any provision of this Contract.

41. **HEADINGS.**

All section headings in the Contract are inserted only for convenience and do not affect the substance of the Contract or limit the scope of a section.

42. **SURVIVAL OF TERMS.**

In addition to any sections of the Contract stating that some or all of such section will survive the expiration or termination of the Contract, the following sections, if included in the Contract, shall also survive: INDEMNIFICATION; RELATION TO ALEXRENEW; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; WARRANTY; CONFIDENTIAL INFORMATION; AND DATA SECURITY AND PROTECTION.

43. **AMBIGUITIES.**

The Parties have participated fully in the drafting of the Contract. No ambiguities in the Control are to be resolved against the drafting party. The language in the Contract is to be interpreted as to its plain meaning and not strictly for or against any party.

44. **NOTICES**

Unless otherwise provided in writing, all Notices and other communications required by the Contract are deemed to have been given when either:

Delivered in person;

Delivered by an agent, such as a delivery service; or

Deposited In the United States Mail, postage prepaid, certified or registered and addressed as follows:

TO THE CONTRACTOR:

Company Name Colonial Chemical Solutions Inc
Company Address 916 W Lathrop St Savannah, GA 31415
Attention: Authorized Official

TO ALEXRENEW:

Maryam Zahory, Purchasing Agent
Alexandria Renew Enterprises
1800 Limerick Street
Alexandria, VA 22314
And

_____, Project Manager
Alexandria Renew Enterprises
1800 Limerick Street
Alexandria, VA 22314

45. **INSURANCE REQUIREMENT**

Before beginning work under the Contract, the Contractor must provide AlexRenew with a Certificate of Insurance (COI) indicating the Contractor has inforce, at a minimum, the coverage below. The Contractor must maintain this coverage until completion of the Contract or as otherwise stated in the Contract. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

The following are the type of insurance coverage and coverage limits required under this Contract:

Workers Compensation -Virginia statutory workers compensation (W/C) coverage including Virginia benefits and employer's liability with limits of \$100,000/100,000/500,000. AlexRenew will not accept W/C coverage Issued by the Injured Worker's Insurance Fund, Towson, MD.

Commercial General Liability - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to the Contract. Evidence of contractual liability coverage must be typed on any COI.

Business Automobile Liability- \$1,000,000 combined single-limit (owned, non-owned and hired).

The following are endorsement and other requirements called for under this Contract:

- AlexRenew and its directors, officers, employees, agents, contractors and subcontractors must be named as additional insureds on all policies except workers compensation, automobile and professional liability, and the additional insured endorsement must be typed on the COI.
- If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Period, the Contractor must notify AlexRenew immediately, in writing, and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of the Contract. Not having the required insurance coverage throughout the Contract Period may result in Contract termination.

- Any "claims made" policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- All insurance certificates must state the Contract number and title. The Contractor must disclose to AlexRenew the amount of any deductible or self-insurance component of any of the required policies. With AlexRenew written approval, the Contractor may satisfy its obligations under this Section 45 by self-insurance for all or any part of the insurance required, provided the Contractor is able to demonstrate sufficient financial capacity by providing AlexRenew with its most recent actuarial report and a copy of its self-insurance resolution.
- AlexRenew may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible;
- Funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible.
- AlexRenew's acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract.
- The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for 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 Work. The Contractor's insurance shall be the primary non-contributory insurance for any Work performed under the Contract.
- The Contractor is 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 the Contractor employs directly.

IN WITNESS WHEREOF, the Parties hereto have caused their names to be set as of the day and year written below.

CONTRACTOR:

Jordan Smith - Sales Manager

Name and Title

Date

ALEXANDRIA RENEW ENTERPRISES:

Karen Pallansch, P.E.
Chief Executive Officer

Date