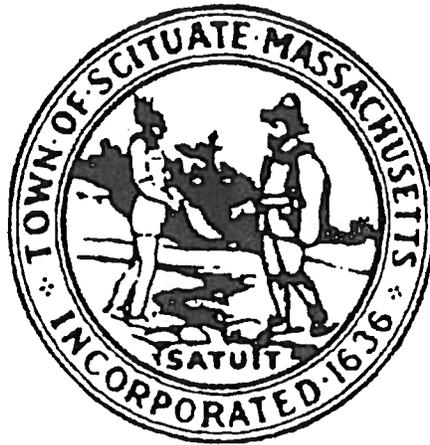


CONTRACT FOR THE PROCUREMENT

Key Chemicals Inc.

Contract #: 14-SS-65

August 2014



Town of Scituate, Massachusetts
600 Chief Justice Cushing Highway
Scituate, MA 02066
www.scituatema.gov
Town of Scituate
600 Chief Justice Cushing Highway
Scituate, Massachusetts 02066

TOWN OF SCITUATE, MASSACHUSETTS
Contract Documents for the Procurement of Goods and Services

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AGREEMENT

The following provisions shall constitute an Agreement between the Town of Scituate, acting by and through its Town Administrator and/or Board of Selectmen, hereinafter referred to as "Town", and Key Chemicals Inc. with an address of Waxhaw, NC hereinafter referred to as "Contractor", effective as of the 31st day of August, 2014. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work in accordance with the specifications issued by the Scituate Sewer Department for Methanol for Nitrogen removal at the unit price outlined in Article 3.

ARTICLE 2: CONTRACT DURATION:

The duration of this contract shall be until August 31st, 2015.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above, the contract sum not to exceed \$25,000.00 for methanol that meets the sewer department's requirements for a unit price of \$1.689 per gal.

ARTICLE 4: CONTRACT DOCUMENTS:

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

ARTICLE 5: CONTRACT TERMINATION:

The Town may suspend or terminate this agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.
4. The contract may be terminated for convenience by the Town.

ARTICLE 6: INDEMNIFICATION:

The Contractor shall, to the maximum extent permitted by law, indemnify and save harmless the Town of Scituate, its officers, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs and expenses (including reasonable attorneys' fees) that may arise out of or in connection with the work and/or service being performed or to be performed by the Contractor, its employees, agents, or subcontractors. The existence of insurance shall in no way limit the scope of this indemnification. The Contractor further agrees to reimburse the Town of Scituate for damage to its property caused by the contractor, its employees, agents, subcontractors or materials. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement.

ARTICLE 7: AVAILABILITY OF FUNDS:

The compensation provided by this Agreement is subject to the availability and appropriation of funds. The contractor shall be obligated to provide services hereunder, only to the extent that said funds are available.

ARTICLE 8: APPLICABLE LAW:

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

ARTICLE 9: ASSIGNMENT:

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

ARTICLE 10: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. Additionally, all amendments and changes shall be approved by the Finance Director/Town Accountant prior to execution by the awarding authority. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

ARTICLE 11: INSURANCE:

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

General Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$1,000,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$1,000,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance as required by law

Coverage for all employees in accordance with Massachusetts General Laws

Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty day notice of cancellation to the Town.

CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to M.G.L.v.62C, S49A, I certify under the penalties of perjury that the Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

90-0053161
Social Security Number or
Federal Identification Number

KEY CHEMICAL, Inc.
Signature of Individual or
Corporate Name

By: [Signature]
Corporate Officer
(If applicable)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR

by [Signature]
STIGVEN V. NORRIS, PRESIDENT
Printed Name and Title

TOWN of SCITUATE

Awarding Authority Authorization:
[Signature]
by its Town Administrator, Patricia A. Vinchesi
Acting
and/or by its Board of Selectmen:

TOWN OF SCITUATE

Department Authorization:

Department Acct # for Appropriation
[Signature]
by its Department Head

Procurement Compliance:

[Signature]
by its Procurement Manager

Certification as to Availability of Funds:

by its Finance Director/Town Accountant

CERTIFICATE OF VOTE
(Corporations only should complete this form)

At a duly authorized meeting of the Board of Directors of the

Key Chemical, Inc. held on 9-09-14 it was VOTED that
(Name of Corporation) (Date)

Karen Zachary
(Name)

Karen Zachary
(Officer)

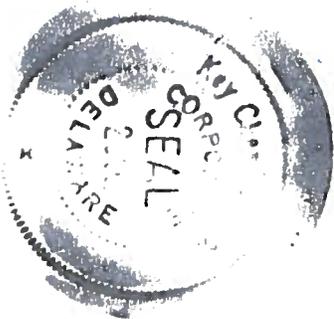
of this company, be and hereby is authorized to execute contracts and bonds in the name and on behalf of said company, and affix its corporate seal hereto; and such execution of any contract or obligation in this company's name on its behalf by such officer under seal of the company, shall be valid and binding upon this company.

I hereby certify that I am the clerk of the above named corporation and that Karen Zachary is the duly elected officer as above of said company, and that the above vote has not been amended or rescinded and remains in full force and effect as the date of this contract.

9-09-14
Date

Sara Caution
(Clerk)

Corporate
Seal



CERTIFICATE OF INSURANCE

(PROVIDE AN INSURANCE CERTIFICATE NAMING THE TOWN AS INSURED UNDER THE POLICY)

This is to certify that the _____ (Company) has issued the policies listed below, that these policies are written in accordance with the Company's standard policies and endorsements, except as indicated below or as noted in the attachments hereto, which policies and endorsements will be made available to OWNER upon request, that they provide coverage and limits of liability shown with respect to the insurance indicated, that they are in force on this date, that all deductible amounts are indicated below, and that this Certificate is furnished in accordance with and for the purpose of satisfying the requirements of OWNER in connection with the award and performance of a contract, or agreement between the Town of _____ (OWNER) and

1. Name of Insured _____
2. Address of Insured _____
3. Location and Description of Work _____ Project Contract No. _____

Coverage and Limits of Liability
(at least as shown below)

Policy Number	Effective Date	Expiration Date	Each Occurrence		Aggregate
			Bodily Injury Liability	Property Damage Liability	

A. Owners Protective Liability has been issued at the expense of Above Insured _____ (Owner) to _____

_____ \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000

B. Comprehensive General Liability

_____ \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000
Including: 1. Operations/Premises 2. XCU 3. Products/Completed Operations
4. Contractual as Below 5. Independent Contractors
6. Broad Form Property Damage 7. Personal Injury

C. Auto Liability

	Each Person	Each Accident	Each Accident
Including: 1. All Owned			
2. Hired	\$1,000,000	\$1,000,000	\$1,000,000
3. Non-owned	_____	_____	_____

D. Workmen's Compensation

Compensation Statutory State(s)
Coverage B Limit \$1,000,000 if Applicable

E. Umbrella Liability

_____ \$2,000,000 Aggregate

F. Builder's Risk Insurance - "All Risk" Completed Value Form

\$ _____ As Specified in Contract or Agreement

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under the penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person.

As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

(Signature of person signing bid or proposal)

(Name of Business)

(Date)

ACKNOWLEDGMENT OF RECEIPT OF CONFLICT OF INTEREST LAW

Introduction to the Conflict of Interest Law for the Private Sector

The conflict of interest law, G. L. c. 268A , is one of several laws that govern your dealings with public officials and employees. Below are some of the general rules that you must follow. You could face civil and criminal penalties if you take a prohibited action. Many aspects of the law are complicated and there are often exemptions to the general rules. We encourage you to seek legal advice from the Commission regarding how the law would apply to you in a particular situation.

- **Bribery:** You may not offer or give anything to a public official in exchange for that official agreeing to perform or not perform an official act. This prohibition applies to *all* offers and gifts, regardless of their value. You also may not give, offer or promise anything to a public employee (or prospective public employee) with the intent to influence an official act, or to persuade the employee to commit, collude in or allow a fraud. (G. L. c. 268A , § 2)
- **Registered Executive and Legislative Agents:** If your job involves interaction with the state Legislature, the Executive Branch, or independent authorities, you should contact the Secretary of State's Office regarding whether you are required to register as an Executive or Legislative Agent. Registered Agents may not give *anything* to a public official or policy-making public employee, or to an immediate family member of a public official or policy-making public employee. This prohibition applies to meals, drinks, entertainment, and all other types of offers or gifts, regardless of their value. (G.L. c. 3, § 43)
- **Gifts and Gratuities:** Even if you are *not* a Registered Agent, you may not give a public official or *any* public employee anything "of substantial value" for or because of the official's duties. (G. L. c. 268A , § 3(a).)
 - Gifts that are worth \$50 or more are considered to be of "substantial value" and are therefore prohibited.
 - This restriction applies to meals, drinks, entertainment, discounts, free educational conferences, waived event admission costs, travel reimbursements, gifts of appreciation, retirement presents, and all other forms of gratuities that are given to public officials. Honoraria for speeches may be given to state legislators, but *not* to appointed officials or employees.

- If more than one gift is given to a public employee, the value of all gratuities may be aggregated to reach the "substantial value" threshold. The value of gifts given to immediate family members of a public employee may, in certain circumstances, be attributed to the public employee.
- "Standing offers" (e.g., "call me anytime you want to go to a game") are almost always considered to be of "substantial value", even if the cost of a single event is less than \$50, because the public employee could accept the offer more than once.
- You *may* generally pay for travel and limited other expenses incurred by a public employee in connection with a "legitimate speaking engagement". Contact the Commission for more information about this exemption.
- You *may* pay for travel, meals and other costs for state Executive Branch employees who utilize the "Travel and Participation in Training Sessions Where Private Entities Provide Financing" process described in 801 CMR 7.00. Note that this process requires advance approval by the state employee's Agency Head and Cabinet Secretary.
- **Hiring Public Employees:** Except in rare instances, you may *not* pay or otherwise compensate a public employee in connection with any matter that is "of direct and substantial interest" to their public employer. (G. L. c. 268A , §§ 4(b), 11(b) and 17(b).)

Types of matters that are considered "of direct and substantial interest" to the Commonwealth (or, in the case of a county or municipal employee, the relevant public employer) include: any matter pending before, under the official jurisdiction of, or involving action by an agency, board, commission or department of the public employer; any effort to change regulations, policies or procedures; and any contract, court case, or other legal matter to which the public employer is a party.

- You *may* pay "special" state, county and municipal employees in connection with matters of interest to their public employers, if they have not personally participated in the matters, the matters are not under their official jurisdiction and not pending in their agency if they serve on more than 60 days a year. Also, special exemptions apply to state legislators; contact the Commission for more information.

BID SPECIFICATIONS

Methanol

General Summary

The Contractor shall provide first quality methanol to the Town of Scituate Waste Water Treatment Plant for the twenty-four month period of August 31, 2014 through August 31, 2015.

Specifications

1. Estimated quantity 48,000 gallons at approximately 4,000 gallons per delivery.
2. Delivery location: WWTP located at 161 Driftway, Scituate, MA.
3. Delivery timeliness: delivery shall be made within 5 days of receipt of notice.
4. Price shall include all vendor costs including transportation and delivery. Price will be based upon a quoted mark-up above Methenex Non-discounted Reference Price for North America for the month of the delivery.
5. Methanol shall meet the following specifications:
 - a. Purity 99.85 (Min. Wt %)
 - b. Water 0.10 (Max Wt %)
 - c. Acetone 0.003 (Max Wt %)
 - d. Nonvolatile 0.001 (Max Wt %)
 - e. Ethanol 0.001 (Max Wt %)
 - f. Specific Gravity @ 25° C 0.7865-0.7895
 - g. Acidity as Acetic Acid 0.003 (Max Wt %)
 - h. Alkalinity as NH₃ 0.003 (Max Wt %)
 - i. Chloride as CL 0.100 (Max Wt %)

BIDDER REPLY FORM

COMPANY NAME Key Chemical Inc.
ADDRESS 9503 Dovewood Place
Waxhaw, nc 28173
TELEPHONE 704-843-9873

We hereby offer to supply methanol to the Town of Scituate WWTP at the mark-up specified below.

Mark-up above Methanex Non-discounted Reference Price for North America* for the month of the delivery \$.239 per gallon.

+++++

EXAMPLE PRICE CALCULATION IS SHOWN BELOW FOR A DELIVERY IN OCTOBER:

Posted Methanex Price* for October		Bidder's Per Gallon Mark-up		Invoice Price/Gallon Methanol
\$1.00/Gallon	+	\$0.250/gallon	=	\$1.250/Gallon

* Reference Price posted at www.methanex.com/products/methanolprice.html

SIGNATURE [Signature]
TITLE President DATE 9/9/14

+++++

ATTACHMENT B

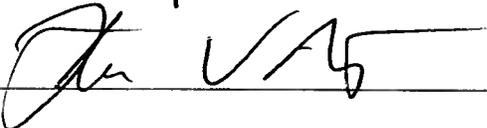
CERTIFICATE OF NON-COLLUSION

THE UNDERSIGNED CERTIFIES UNDER PENALTIES OF PERJURY THAT THIS BID OR PROPOSAL HAS BEEN MADE AND SUBMITTED IN GOOD FAITH AND WITHOUT COLLUSION OR FRAUD WITH ANY OTHER PERSON. AS USED IN THIS CERTIFICATION, THE WORD PERSON SHALL MEAN ANY NATURAL PERSON, BUSINESS, PARTNERSHIP, CORPORATION, UNION COMMITTEE, CLUB, OR OTHER ORGANIZATION, ENTITY, OR GROUP OF INDIVIDUALS.

STATE TAX CERTIFICATION

FURTHER, I CERTIFY UNDER THE PENALTIES OF PERJURY THAT I, TO THE BEST OF MY KNOWLEDGE AND BELIEF, HAVE FILED ALL STATE TAX RETURNS AND PAID ALL STATE TAXES UNDER THE LAW.

COMPANY NAME Key Chemical Inc.

SIGNATURE 

NAME (printed) Steve V. Norris

90-0053161
FEDERAL IDENTIFICATION NUMBER

APPROVAL OF A CONTRACT OR OTHER AGREEMENT WILL NOT BE GRANTED UNLESS THE APPLICANT SIGNS THESE CERTIFICATIONS.

FEDERAL IDENTIFICATION NUMBER WILL BE FURNISHED TO THE MASSACHUSETTS DEPARTMENT OF REVENUE TO DETERMINE WHETHER YOU HAVE MET TAX FILING OR TAX PAYMENT OBLIGATIONS. FIRMS THAT FAIL TO CORRECT THEIR NON-FILING OR DELINQUENCY WILL NOT HAVE A CONTRACT OR OTHER AGREEMENT ISSUED, RENEWED OR EXTENDED. THIS REQUEST IS MADE UNDER THE AUTHORITY OF THE MASSACHUSETTS GENERAL LAW 62.

Town of Scituate

600 Chief Justice Cushing Hwy

Scituate, Massachusetts 02066



Department of Public Works

ENGINEERING DIVISION
KEVIN F. CAFFERTY
TOWN ENGINEER

781-545-8732

August 28, 2014

Key Chemical, Inc.
9503 Dovewood Place
Waxhaw, NC 28173

Enclosed please find three copies of contract # 14-SS-65. Please complete all forms and sign all copies of the contracts and mail to:

Town of Scituate
Department of Public Works
600 Chief Justice Cushing Highway
Scituate, MA 02066

Once signed by the Town Administrator a fully executed copy of the contract will be returned to your office for your files.

If you should have any questions or concerns please do not hesitate to contact our office, by email kcafferty@scituatema.gov or call 781-545-8732.

Sincerely,
The Town of Scituate

Kevin Cofferty cec

Kevin Cafferty
DPW Director

KFC:cec
Enclosures (3)

