

EXHIBIT A

NORTH TEXAS MUNICIPAL WATER DISTRICT (“NTMWD” or “District”) SPECIFICATIONS FOR LIQUID SODIUM HYDROXIDE (25%)

QUALITY

Sodium Hydroxide (NaOH) is a clear or opaque, colorless to slightly colored odorless liquid containing 25% NaOH by weight depending upon the solution strength requested. It shall contain no more than 0.15% insoluble matter by weight.

BASIS OF PAYMENT

The basis of payment shall be the net weight of NaOH solution supplied. Bids are to be submitted on a “liquid short ton” basis only.

WARRANTY

The Seller shall warrant that all deliveries made under this contract are of good quality and conforms to AWWA Standard B501-98 for Sodium Hydroxide. The material shall conform to ANSI/NSF 60: Drinking Water Chemicals and shall be certified by NSF as meeting this standard. NSF 60 certification shall be supplied with each chemical delivery. Further, the material furnished shall contain no soluble mineral or organic substances in quantities capable of providing deleterious or injurious effects on the health of those consuming the water, or that would otherwise render unfit for public water supply use the water which has been treated properly with the material. Furthermore, it shall not cause any abnormal difficulty in the operation of chemical feeders designed for feeding hydroxide solutions.

DELIVERY

Packaging or shipping of all sodium hydroxide shall conform to current Federal, State, and local regulations. NTMWD requires that weight certificates from a certified scale accompany bulk shipments. Failure to do so may result in rejection of material by NTMWD. Sodium hydroxide may be shipped in suitable lined tank trucks of greater than 3500 gallon capacity. Sodium hydroxide shall be delivered in trucks equipped with self-pressurized pneumatic system with applicable hoses for unloading into a two-inch (2") quick coupling. The truck shall be equipped to allow the hoses to be evacuated with air pressure either during or after unloading to minimize the chance of spillage. No spillage from the hoses while connecting or disconnecting to NTMWD facilities will be allowed. The supplier must clean up any spillage immediately. All containers must be labeled in accordance with D.O.T. requirements.

NTMWD requires that delivery of the product be made within 24 hours of being requested or on the date specified when the product is ordered. NTMWD requires that deliveries be made on weekends and on holidays as requested. Deliveries must normally be made during daylight hours. Deliveries may be accepted during the nighttime with prior approval by the Senior Plant Supervisor or Water Plant Manager.

POINT OF DELIVERY

Prices bid for materials must be for deliveries FOB DISTRICT at location(s) specified in bid document. Title to any shipment shall be held to pass only upon actual delivery and acceptance at the designated delivery point(s).

AUTHORITY FOR DELIVERY

Deliveries of the material purchased under the terms of this contract are to be made if, as and when required and ordered by the System Manager or designated representative of NTMWD, and at such intervals as directed by the System Manager.

REJECTION OF DELIVERIES

NTMWD may reject and refuse delivery of any shipment which falls below the quality designated in these specifications. If the material does not meet the requirements of this specification, the Seller shall remove the material from the premises of the NTMWD, at no cost to NTMWD, or a price adjustment may be agreed on between the Seller and the NTMWD. NTMWD shall not be held to have accepted any shipment until after analysis of the material and inspection of the container(s) and NTMWD has had an opportunity to exercise this right of rejection.

SPILLS AND LEAKS

Any and all chemical spills or leaks caused by chemical delivery drivers, delivery trucks/trailers or their associated equipment must be cleaned up immediately at the expense of the chemical vendor. This is to include any and all spills or leaks occurring on NTMWD property. Delivery drivers are not to add water to or attempt to clean up spills or leaks prior to NTMWD personnel assessing the spill/leak. If NTMWD personnel are not readily available, the delivery driver shall immediately notify NTMWD and take reasonable actions to contain/clean up the spill until NTMWD personnel arrive and assess the spill. Any and all spills or leaks that are not remediated by the chemical vendor will be done so by NTMWD and the service of such will be billed to the chemical vendor.

PERFORMANCE BOND

Each Seller that is awarded a Sodium Hydroxide Agreement shall immediately furnish a Performance Bond in an amount at least equal to the projected total contract price (*e.g.*, unit price x estimated quantity) ***up to a maximum amount of \$1 million***, as security for the faithful performance of delivery of the product at the awarded unit price and per the terms and conditions of the Agreement. The Performance Bond shall be obtained from a surety or insurance company that is duly licensed and authorized to issue bonds and shall be in the format of the attached Performance Bond form. If the Seller's Payment Bond surety for any Bond furnished by the Seller is declared bankrupt or becomes insolvent or its right to do business is terminated, Seller shall within 10 days thereafter substitute another Bond and Surety, both of which must be acceptable to NTMWD. A performance bond will not be required when the projected total contract price is less than \$150,000.

IDENTIFICATION OF BID

All bids shall be conspicuously and plainly marked, "BID ON LIQUID SODIUM HYDROXIDE CONTRACT"

**NORTH TEXAS MUNICIPAL WATER DISTRICT
INVITATION FOR BIDS
ANNUAL SUPPLY FOR THE ESTIMATED USAGE OF
LIQUID SODIUM HYDROXIDE (25%) BULK - WASTEWATER
(FOR THE PERIOD JULY 1, 2018 TO JUNE 30, 2019)**

Sealed bids will be received until **11:00 A.M.**, Wednesday, **April 18, 2018**, at the NTMWD Engineering/IT Bldg., 505 East Brown St., Wylie, Texas 75098. All bids should be F.O.B. the point of delivery in the "Description" below. The chemical quantity bid is an estimated usage based upon an average volume of water/wastewater treated. Actual quantities to be purchased will be less than or greater than the estimate.

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	10 wet tons	Floyd Branch WWTP – Richardson, Texas Truckload	/wet ton	
2	75 wet tons	Mesquite WWTP – Mesquite, Texas Truckload	/wet ton	
3	85 wet tons	Muddy Creek WWTP – Frisco, Texas Truckload	/wet ton	
4	50 wet tons	Panther Creek WWTP – Frisco, Texas Truckload	/wet ton	
5	135 wet tons	Rowlett Creek WWTP – Plano, Texas Truckload	/wet ton	
6	75 wet tons	Stewart Creek West WWTP – Frisco, Texas Truckload	/wet ton	
7	275 wet tons	Wilson Creek WWTP – Allen, Texas Truckload	/wet ton	

**Note: Tanker trucks may be required to split full loads between two locations.
However, loads cannot be split between water and wastewater locations.**

**Buyer reserves the right to award between 1 and 100 percent of the agreement to a single bidder
or to proportion the award between multiple bidders.**

The undersigned hereby offers to furnish and deliver the articles or services as specified above at the prices and terms stated and in strict accordance with the attached North Texas Municipal Water District General conditions to Bid, which incorporates its proposed Chemical Supply Agreement and Exhibit A Specifications thereto all of which are made a part of this offer. This offer is not subject to withdrawal for thirty (30) days from the date bids are received.

FIRM NAME _____ TELEPHONE NO. _____

ADDRESS _____

NAME _____ TITLE _____

SIGNATURE _____

SUBCONTRACTORS and SUPPLIERS to BIDDER (if any):

FIRM NAME _____ TELEPHONE NO. _____

ADDRESS _____

FIRM NAME _____ TELEPHONE NO. _____

ADDRESS _____

FIRM NAME _____ TELEPHONE NO. _____

ADDRESS _____

**NORTH TEXAS MUNICIPAL WATER DISTRICT
 INVITATION FOR BIDS
 ANNUAL SUPPLY FOR THE ESTIMATED USAGE OF
LIQUID SODIUM HYDROXIDE (25%) BULK - WATER
 (FOR THE PERIOD JULY 1, 2018 TO JUNE 30, 2019)**

Sealed bids will be received until **11:00 A.M.**, Wednesday, **April 18, 2018**, at the NTMWD Engineering/IT Bldg., 505 East Brown St., Wylie, Texas 75098. All bids should be F.O.B. the point of delivery in the "Description" below. The chemical quantity bid is an estimated usage based upon an average volume of water/wastewater treated. Actual quantities to be purchased will be less than or greater than the estimate.

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	60,000 wet tons	Wylie WTP – Wylie, Texas Truckload	/wet ton	

**Note: Tanker trucks may be required to split full loads between two locations.
 However, loads cannot be split between water and wastewater locations.**

Buyer reserves the right to award between 1 and 100 percent of the agreement to a single bidder or to proportion the award between multiple bidders.

The undersigned hereby offers to furnish and deliver the articles or services as specified above at the prices and terms stated and in strict accordance with the attached North Texas Municipal Water District General conditions to Bid, which incorporates its proposed Chemical Supply Agreement and Exhibit A Specifications thereto all of which are made a part of this offer. This offer is not subject to withdrawal for thirty (30) days from the date bids are received.

FIRM NAME _____ TELEPHONE NO. _____
 ADDRESS _____
 NAME _____ TITLE _____
 SIGNATURE _____

SUBCONTRACTORS and SUPPLIERS to BIDDER (if any):

FIRM NAME _____ TELEPHONE NO. _____
 ADDRESS _____
 FIRM NAME _____ TELEPHONE NO. _____
 ADDRESS _____
 FIRM NAME _____ TELEPHONE NO. _____
 ADDRESS _____