

EXHIBIT A

NORTH TEXAS MUNICIPAL WATER DISTRICT (“NTMWD” or “District”) SPECIFICATIONS FOR CATIONIC POLY DIALLYL DIMETHYL AMMONIUM CHLORIDE POLYMER (Poly DADMAC)

QUALITY

This specification covers poly diallyl dimethyl ammonium chloride (poly DADMAC) polymer for use in the treatment of a potable water supply. The polymer shall:

- 1) Be NSF certified in accordance with ANSI/NSF Standard 60,
- 2) Be Cationic,
- 3) Contain a minimum of 20% active solids,
- 4) Be medium molecular weight and,
- 5) Meet all quality requirements as set out in ANSI/AWWA Standard B451-98 for poly DADMAC polymer.

METHOD OF ANALYSIS

Method of analysis shall be in accordance with AWWA Standard B451-98 and ANSI/NSF Standard 60.

WARRANTY

The bidder shall warrant that all delivers made under this contract are of good quality as stated in the quality section of this specification. The material shall conform to National Sanitation Foundation (ANSI/NSF) Standard 60: *Drinking Water Chemicals* and shall be certified as meeting this standard. NSF 60 certification shall be supplied with each chemical delivery.

DELIVERY

Packaging or shipping of poly DADMAC polymer shall conform to current regulations of the U.S. Department of Transportation and shall meet delivery standards as set out in AWWA B451-98. Shipment will be in tank truck or in totes. The shipping container (tote or truck) must be constructed to avoid introduction of any contaminants during transit. Shipment by tank truck shall be made in tank trucks that are suitable to prevent corrosion or contamination. The shipment shall be delivered in trucks equipped with self-pressurized pneumatic system and equipped with appropriate lengths of hose and connections to connect to the NTMWD storage tanks. The connection is a standard 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.

NTMWD requires that delivery of the product be made within 72 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 System Manager.

BASIS OF PAYMENT

The basis of payment shall be the net weight of poly DADMAC solution supplied at a minimum 20% active solid content. No additional payment will be made for any shipment of poly DADMAC that contains more than 20% active solids.

REQUIRED DOCUMENTATION

Included with each shipment must be a current MSDS sheet, and a certificate of analysis of the product, along with definitive product identification and NSF 60 certification. Weights must be determined by use of certified scales and a weight ticket must be provided with each load.

POINT OF DELIVERY

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

AUTHORITY FOR DELIVERY

Deliveries of the material purchased under the terms of this contract are to be made if, and when required and ordered by the Water Systems Manager or designated representatives of the North Texas Municipal Water District, and at such intervals as directed by the Water Systems Manager.

TESTING OF DELIVERIES

The quality of each lot of polymer may be determined from the analysis of a composite sample collected on the arrival of such lot at the point of delivery. Purchaser will take representative samples from each delivered shipment for a composite sample. This composite sample shall be divided into three portions: one for the consignee for immediate testing, one for the consignor if requested within five days of the date of sampling, the third sample shall be retained with seal unbroken to be tested by an independent testing laboratory selected by both parties. The analysis of the testing laboratory shall be final and finding upon both parties.

REJECTION OF DELIVERIES

The NTMWD may reject and refuse delivery of any shipment, which fails to meet the quality designated in these specifications. The NTMWD shall not be held to have accepted any shipment until after the District has made an analysis of it and the NTMWD has had an opportunity to exercise this right of rejection. If the product is rejected, the supplier will be responsible for removal of said polymer from the site and the cleaning of the bulk storage tank(s) to NTMWD's satisfaction. The product must be removed from the tank within three days of receiving notification from the NTMWD. The product will be hauled off site for disposal. If three (3) loads of the polymer are received during the calendar year

that do not meet these specifications the NTMWD reserves the right to seek an alternate source of liquid polymer.

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 Poly DADMAC 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 POLY DADMAC POLYMER CONTRACT".

**NORTH TEXAS MUNICIPAL WATER DISTRICT
INVITATION FOR BIDS
ANNUAL SUPPLY FOR THE ESTIMATED USAGE OF
POLY DADMAC POLYMER - 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	8 wet tons	Bonham WTP – Bonham, Texas Totes	/wet ton	
2	70 wet tons	Tawakoni WTP – Quinlan, Texas Truck load	/wet ton	
3	1000 wet tons	Wylie WTP – Wylie, Texas Truck load	/wet ton	

**Note: Unit prices shall be the price per wet ton delivered.
Delivery to Bonham shall be in totes**

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 _____