

## **EXHIBIT A**

### **NORTH TEXAS MUNICIPAL WATER DISTRICT (“NTMWD” or “District”) SPECIFICATIONS FOR LIQUID AMMONIUM SULFATE (LAS)**

#### **QUALITY**

Liquid ammonium sulfate shall contain 9.8 to 10.3 percent  $\text{NH}_3$ . Liquid ammonium sulfate (LAS) is a nearly colorless liquid with a specific gravity of 1.21 to 1.23 mg/L. Liquid ammonium sulfate for use in potable water must be ANSI/NSF 60 certified and must conform to A.W.W.A. Standard B302-05 for ammonium sulfate.

#### **BASIS OF PAYMENT**

The basis of payment shall be the net weight of solution supplied.

#### **METHOD OF ANALYSIS**

The method of analysis shall be in accordance with A.W.W.A. standard B302-05.

#### **WARRANTY**

The bidder shall warrant that all deliveries made under this contract are of good quality and conforms to ANSI/NSF Standard 60. NSF 60 certification shall be supplied with each chemical delivery. Furthermore, 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 as been treated properly with the material.

#### **DELIVERY**

Packaging and shipping of LAS shall conform to current federal, state, and local regulations.

Liquid ammonium sulfate shall be shipped in tank trucks. The North Texas Municipal Water District requires that weight certificates from a certified scale accompany bulk shipments. Tank trucks shall be equipped with a self-pressurized pneumatic system and adequate hoses of proper size to connect to the North Texas Municipal Water District Facilities at Tawakoni and Bonham, Texas. The tanks shall be rubber-lined or made of stainless steel or any other suitable material that will not be corroded by the acidity of the liquid. Tank trucks shall be in suitable condition for hauling LAS and shall not contain any substances that might affect the use or usefulness of the LAS in treating water. All bulk carriers or refillable drums shall be carefully inspected to ensure they are free of contaminating material prior to loading of the LAS. The truck shall be equipped to allow the hoses and fill pipes to be evacuated with air pressure either during or after unloading to minimize the chance of spillage. No spillage from the hoses will be allowed. The supplier must clean up any spillage immediately. If smaller quantities are purchased, the container size and type shall be by agreement between purchaser and supplier.

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 System Manager.

#### POINT OF DELIVERY

Prices bid for materials must be for deliveries FOB DISTRICT at 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(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 Systems Manager or designated representatives of the North Texas Municipal Water District, and at such intervals as directed by the Systems Manager.

#### TESTING OF DELIVERIES

The quality in each lot of LAS may be determined from the analysis of a five part composite sample collected on the arrival of such lot at the point of delivery. The total sample volume needed shall be two liters which will be divided equally into three portions. Representative samples may be taken by purchaser from each delivered shipment. The sample shall be portioned: one for the consignee for immediate testing, one for the consignor, if requested within five days of date of sampling, and 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 binding upon both parties.

#### REJECTION OF DELIVERIES

The North Texas Municipal Water District 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 stated in the quality section of this specification, the vendor may be required to remove the material from the premises of the purchaser, at no cost to the purchaser unless a price adjustment can be reached upon between vendor and purchaser. The North Texas Municipal Water District shall not be held to have accepted any shipment until after the District has made an analysis of it and the North Texas Municipal Water District has had an opportunity to exercise this right of rejection.

#### SPIILLS 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 Liquid Ammonium Sulfate 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 AMMONIUM SULFATE CONTRACT".

***NORTH TEXAS MUNICIPAL WATER DISTRICT***  
***INVITATION FOR BIDS***  
***ANNUAL SUPPLY FOR THE ESTIMATED USAGE OF***  
**LIQUID AMMONIUM SULFATE - 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's Administrative Offices, 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
		<b>Liquid Ammonium Sulfate</b>		
1	33 Tons	Bonham Water Treatment Plant Bonham, Texas Full Truck Load	/ton	
2	310 Tons	Tawakoni Water Treatment Plant Quinlan, Texas Full Truck Load	/ton	
		<b>Total</b>	<b>/ton</b>	
		<b>Note: Unit prices shall be the price per wet ton delivered</b>		

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 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 \_\_\_\_\_