

EXHIBIT A

NORTH TEXAS MUNICIPAL WATER DISTRICT ("NTMWD" or "District") SPECIFICATIONS FOR **LIQUID CATIONIC POLYMER**

QUALITY

Liquid Polymer solution shall be viscous, clear, straw-to-amber-colored liquids, free from visible foreign matter, sediment and turbidity. The polymer shall not have an offensive or deleterious odor and shall not contain mercury in a concentration greater than 1.3 ppt. The cationic polymer shall have a concentration of 3.25%, +/- 0.25% active solids and a viscosity of 25,000 to 35,000 cps.

BID SAMPLE

A sample of the product bid must be supplied before the bid opening. Included with the sample must be a current SDS sheet, and a certificate of analysis (COA) on the product, along with definitive product identification.

METHOD OF ANALYSIS

The method of analysis shall be in accordance with AWWA specification B452-14, Section 5, VERIFICATION.

PERFORMANCE TEST

The polymer shall be used for coagulation of wastewater plant sludges to aid in thickening before being fed to a belt press. The polymer shall meet the following requirements:

Liquid polymer consumption, lbs. per ton of dry solids, maximum	15
Solids recovery rate, percent dry solids minimum	95
Filter cake consistency, percent dry solids, minimum	20
Solids loading, minimum throughput capacity required pounds dry sludge cake per hour <u>per meter</u> .	
A. Waste activated sludge plus primary sludge mixture	650

The low bidder will be required by NTMWD to determine by actual plant(s), Rowlett Creek, Wilson Creek and South Mesquite, trial that the product bid meets all specifications. The trial for polymer acceptance will be conducted at the wastewater treatment plant by the plant operators under normal operating conditions. The trial will be run at no cost to the NTMWD. The polymer will be tested for active polymer solids in accordance with AWWA B452-14 and shall be 3.25% +/- 0.25% and not greater than 4.0%. Also, viscosity will be tested by the Brookfield test to determine the polymer is capable of being fed by the NTMWD's current equipment. The polymer supplied should

measure a minimum 25,000 cPs to a maximum 35,000 cPs by this procedure. Failure of the manufacturer to meet the polymer solids test or the viscosity test will result in the discontinued use of the product. The NTMWD reserves the right in these instance(s) to seek an alternate supplier.

STATISTICAL PROCESS CONTROL

Included with the bid a statistical process control information sheet shall be supplied for the last 50 shipments. Also, by the 10th of each month during the bid SPC information will be supplied by the manufacturer on the last 20 shipments. The NTMWD reserves the right to check loads and the right to back charge a vendor if the analysis performed by the NTMWD does find lower quantities of "active polymer" or viscosity than specified. The vendor must retest the subsequent load for viscosity and active polymer. Retesting is to be provided for and at the manufacturer's expense. The owner will not reimburse the manufacturer for the cost associated with retesting. The NTMWD reserves the right to observe the manufacturing process in the manufacturer's plant with reasonable notice.

WARRANTY

The bidder shall warrant that all deliveries made under this contract are of good quality and conforms to AWWA Standards. Further, the material furnished shall contain no soluble mineral or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming the water. It shall not contain any substances that would otherwise render unfit for public water supply use when the water has been treated properly with the material. The material shall not cause any abnormal difficulty in the operation of chemical feeders designed for feeding Liquid Polymer.

DELIVERY

Polymer shall be delivered in 25-ton bulk tank trucks with compressor units and pump capable of delivering the material into bulk storage tanks with a 2-inch male (NPT) OPW camlock fitting. The North Texas Municipal Water District requires that bulk shipments be accompanied by weight certificates from a certified scale and a certified analysis on the product as specified above. Failure to do so may result in rejection of material by the NTMWD.

If it is the opinion of the NTMWD that polymer dosage becomes excessive, the NTMWD reserves the right to test the next lowest bidder and change vendors if excessive use costs are due to the product being supplied. Delivery of product will be between 8:00 A.M. and 4:00 P.M. on a schedule developed between vendor and the NTMWD.

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 representative of the NTMWD, and at such intervals as directed by the Systems Manager.

REJECTION OF DELIVERIES

The NTMWD may reject and refuse to make payment of any shipment which fails to allow coagulation due to crosslinking or any other manufacturing abnormality. If said product is of an unusable nature, the supplier will be responsible for removal of said polymer from the site and the cleaning of the bulk storage tank(s) to the NTMWD satisfaction. The product must be removed from the tank within three days of notification by the NTMWD. The product will be hauled off site for disposal. If two (2) loads of polymer are received during the contract years that do not meet these specifications the North Texas Municipal Water District reserves the right to seek an alternate source of Liquid Polymer.

PENALTY FOR NON-DELIVERY

The bidder agrees that if, for any reason, at any time, he shall be unable to deliver Liquid Polymer in the quantities and/or quality ordered by the District under these specifications, and if the bidder, after having been awarded this contract and having been notified to make a shipment within a reasonable length of time after notification, then the District shall be authorized to purchase such material wherever available, and the bidder agrees to pay the NTMWD such amount paid by it over and above the bid price.

However, the seller shall not be liable for non-performance of this contract in whole or in part, if such non-performance is the result of fires, strikes, differences with employees, casualties, delays in transportation, shortage of cars; of other cause beyond the seller's reasonable control; nor shall these exemptions be limited or waived by any other terms of this contract, whether printed or written.

PAYMENT PROCEDURES

Payment for all deliveries will be determined using the concentration of the present active polymer by weight at the time of delivery.

1. If the percent active polymer solids by weight are within the specified range, the unit prices bid will be used for payment. No additional payment will be made if the polymer solution concentration by weight is greater than 3.25%.
2. If the analysis performed by the District or a third party independent laboratory determines the percent of active polymer solids is between 2% and 4% (percent) by weight, then the basis for payment will be as noted in the following table:

ADJUSTED PRICE

Range, % solids	Percentage of Bid Price to be Paid
Above 4.00%	0%
3.51% – 4.00%	75%
3.00% – 3.50%	100%
2.00% – 2.99%	50%
Below 2.00%	0%

3. If the concentration of the active polymer solids by weight is less than 2.0% (percent), the district will decide whether to reject the delivery with no payment, including delivery, shipping, etc... If rejected, the bidder will be directed to remove the chemical from the plant at no expense to the District as explained in the 'Rejection of Deliveries' section of this specification.

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 Liquid Cationic Polymer 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 CATIONIC POLYMER CONTRACT".

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

Sealed bids will be received until **11:00 A.M.**, Wednesday, **April 18, 2016**, 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	175,000 lbs.	Floyd Branch WWTP – Richardson, Texas Freight	/lb.	
2	1,500,000 lbs.	Mesquite Creek WWTP – Mesquite, Texas Freight	/lb.	
3	810,000 lbs.	Muddy Creek WWTP – Wylie, Texas Freight	/lb.	
4	560,000 lbs.	Panther Creek WWTP – Frisco, Texas Freight	/lb.	
5	2,500,000 lbs.	Rowlett Creek WWTP – Plano, Texas Freight	/lb.	
6	564,000 lbs.	Stewart Creek WWTP – Frisco, Texas Freight	/lb.	
7	7,500,000 lbs.	Wilson Creek WWTP - Allen, Texas Freight	/lb.	

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 _____