

EXHIBIT A

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

QUALITY

Liquid Sodium Chlorite (NaClO_2) is a clear pale-yellow liquid with a density of approximately 10.55 lbs/gal containing 25% or 31% sodium chlorite by weight.

WARRANTY

The bidder shall warrant that all deliveries made under this contract are of good quality and conforms to A.W.W.A. Standards for Sodium Chlorite B303-95 and ANSI/NSF Standard 60. 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 sodium chlorite solutions.

DELIVERY

Packaging or shipping of all liquid sodium chlorite shall conform to the current federal, state, and local regulations. Liquid Sodium Chlorite may be shipped in approved corrosion-resistant containers or in suitable lined tank trucks of greater than 3500 gallon capacity. Sealing compounds shall not be used at the seams of drums. The North Texas Municipal Water District requires that bulk shipments be accompanied by weight certificates from a certified scale. Failure to do so may result in rejection of material by the North Texas Municipal Water District. No spillage will be allowed. The supplier must clean up any spillage immediately.

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 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 Systems Manager or designated representative of the North Texas Municipal Water District, and at such intervals as directed by the Systems Manager.

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 of this specification, the vendor 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 vendor and the purchaser. The North Texas Municipal Water District shall not be held to have accepted any shipment until after analysis of the material and inspection of the container(s) and the North Texas Municipal Water District 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 Liquid Sodium Chlorite 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 CHLORITE CONTRACT".

**NORTH TEXAS MUNICIPAL WATER DISTRICT
 INVITATION FOR BIDS
 ANNUAL SUPPLY FOR THE ESTIMATED USAGE OF
LIQUID SODIUM CHLORITE (31%) - 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
1	900 dry tons	Wylie Water Treatment Plant Wylie, Texas	/dry ton	
		Bid weight must be based on dry tons.		
		TOTAL	/dry ton	

NOTE: Tanker trucks may be required to split loads between two locations.

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 _____

**NORTH TEXAS MUNICIPAL WATER DISTRICT
 INVITATION FOR BIDS
 ANNUAL SUPPLY FOR THE ESTIMATED USAGE OF
LIQUID SODIUM CHLORITE (25%) - 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 N.T.M.W.D.'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
1	12 dry tons	Bonham Water Treatment Plant Bonham, Texas	/dry ton	
2	66 dry tons	Tawakoni Water Treatment Plant Quinlan, Texas	/dry ton	
		Bid weight must be based on dry tons.		
		Total	/dry ton	

NOTE: Tanker trucks may be required to split loads between two locations.

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 _____