

## **EXHIBIT A**

### **NORTH TEXAS MUNICIPAL WATER DISTRICT (“NTMWD” or “District”) SPECIFICATIONS FOR LIQUID CARBON DIOXIDE**

#### **QUALITY**

Liquid carbon dioxide is a colorless, odorless, nonflammable, liquefied gas. Carbon dioxide for use in potable water must be ANSI/NSF 60 certified and conform to AWWA Standard B510-06 for carbon dioxide.

#### **BASIS OF PAYMENT**

The basis of payment shall be the net weight of liquid carbon dioxide supplied.

#### **WARRANTY**

The bidder shall warrant that all deliveries made under this contract are of good quality and conforms to AWWA Standard B510-06 for liquid carbon dioxide. The material also shall conform 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 liquid carbon dioxide shall conform to current Federal, State and local regulations. Order size will be for nine (9) to fourteen (14) tons each. The NTMWD requires that bulk shipments be accompanied by weight certificates from a certified scale.

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 his designee.

Measurement: The seller shall provide and use approved measuring and weighing devices so that the receiving-tank shall not be filled beyond the safe operating capacity specified. All equipment for transferring carbon dioxide at NTMWD Water Treatment Plant in Bonham shall be furnished by the supplier.

#### **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 System Manager or designated representatives 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 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. NTMWD shall not be held to have accepted any shipment until after the District has made an analysis of it 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 Carbon Dioxide 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 CARBON DIOXIDE".

**NORTH TEXAS MUNICIPAL WATER DISTRICT  
 INVITATION FOR BIDS  
 ANNUAL SUPPLY FOR THE ESTIMATED USAGE OF  
LIQUID CARBON DIOXIDE (PARTIAL LOADS) - WATER  
 (FOR THE PERIOD JULY 1, 2019 TO JUNE 30, 2020)**

Sealed bids will be received until **2:30 P.M.**, Wednesday, **April 17, 2019**, 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	45 tons	Bonham WTP – Bonham, Texas	/ton	

\* **Minimum order will be 9 tons per load**  
 \* **Maximum order will be 14 tons per load**

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 \_\_\_\_\_