

**2025
BID FOR
WATER & WASTEWATER
TREATMENT CHEMICALS
CONTRACTS**

REQUEST FOR BIDS
Water & Wastewater Treatment Chemicals

Invitation to Bidders

Bell County Water Control & Improvement District No. 1 (District) is soliciting sealed bids for a twelve month contract supply of Water & Wastewater Treatment Chemicals for use at its water and wastewater treatment plant in Belton, Texas.

Bid packets can be obtained from the District's website at www.wcid1.org under the Bid Opportunities tab.

Sealed Unpriced Technical Proposals must be delivered to:

Ricky Garrett, P.E., General Manager
Bell County Water Control & Improvement District No.1
201 S. 38th Street,
Killeen, TX 76543

Exterior of the Bids must be clearly marked:

BID: Water Treatment Chemicals

Unpriced Technical Proposal Due Date/Time:

November 12, 2024 at 10:00 AM CT

Proposals received after the closing will not be accepted.

Questions shall submitted be in writing and addressed to:

Tara O'Bannon Redmon
tara.obannon@ebridgeprocurement.com

Questions Due Date and Time:

October 24, 2024 by 10:00AM CT

Product Testing:

Vendor offering the specified chemicals but not currently providing them to the District, will be required to complete on-site product testing. Testing must be scheduled and completed at one of the following treatment plants prior to the Unpriced Technical Proposal due date and time listed in the Bid Timeline.

Water Treatment Plants

5200 Water Works Road, Belton, TX 76513
10461 Cedar Knob Church Road, Salado, TX 76571

Wastewater Treatment Plant

201 S 38th Street, Killeen, TX 76543

Product Testing shall be scheduled with:

JD Dominguez
254-939-2481

The District reserves the right to waive irregularities and reject any or all bids. In case of ambiguity or lack of clearness in stating the prices in any bid, the District reserves the right to consider the most advantageous bid thereof, or to reject all bids. The award will be made to the responsible bidder submitting the lowest acceptable bid.

**BELL COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 1
INSTRUCTIONS TO BIDDERS**

1. **GENERAL:** The specifications listed herein cover the furnishing of various chemicals for use in potable water treatment and wastewater treatment for a twelve (12) month period with the option to extend the Contract(s) an additional twelve (12) months. **The bid price for each chemical shall include all freight charges, delivery charges, hazmat fees, and any other charges incurred in the delivery and unloading of the chemical to the Water Treatment Plants and/or Sewer Treatment Plant.** The Bid Price shall be F.O.B., Bell County Water Control & Improvement District No. 1 to the following Water Treatment Plants and Sewer Treatment Plants.

Water Treatment Plant

5200 Water Works Road, Belton, TX 76513

10461 Cedar Knob Church Road, Salado, TX 76571

Wastewater Treatment Plant

201 S 38th Street, Killeen, Texas 76543.

During this period of time, Purchase Orders will be issued for these items as needed. It is emphasized that the Bell County Water Control & Improvement District No. 1 (District) does not guarantee to purchase any specific quantity of any item listed during the period of this agreement; rather, the quantities may vary depending upon the actual needs of the Department. The Vendor agrees, by his/her participation in the bid process that:

- 1) the administrative and/or operations personnel of the respective District Departments shall be the sole deciding agents as to, if and when the application of any particular listed items is appropriate for use in normal operations; and
 - 2) that any Department may declare an exceptional process situation and/or an experimental testing situation and purchase from another vendor on an emergency purchase basis any similar or identical product, either in addition to or instead of the Contract item(s), without prior approval or notification of the Vendor. Such purchases for exceptional or experimental situations are to be at no extra cost to the Vendor unless the cause of the exceptional or experimental situation is due to the Vendor's failure to perform adequately on this Contract.
2. **PROCUREMENT METHOD:** This bid will be conducted as a multistep competitive sealed bid consisting of the two phases listed below. Bell County Water Control & Improvement District No. 1 has partnered with eBridge to host this bidding event on its web-based bidding platform.

Phase 1 – Unpriced Technical Proposals: Bidders shall submit unpriced technical proposals, which include all requirements listed herein (except price) no later than the due date and time listed in the Bid Timeline. Pricing will only be accepted in Phase 2 during the reverse auction and only from Bidders whose unpriced technical proposals were found acceptable during Phase 1.

Phase 2 – Price Proposal/Reverse Auction: All pricing will ONLY be accepted during the online reverse auction. Bidders with unpriced technical offers that were approved by Bell County Water Control & Improvement District No. 1 during Phase 1 will receive a Formal Invitation email from eBridge to participate in the online reverse auction scheduled for the date and time listed in the Bid Timeline. These Bidders will be required to complete a one-on-one bid system training session with eBridge prior to entering an initial bid.

Bidders must also review the attached eBridge Information and return the Electronic Bid Event Form as instructed. By responding to this bid, you are accepting that if awarded a contract, you will be obligated to pay a three percent (3.0%) transaction fee to eBridge pursuant to the Electronic Bid Event Form and Terms and Conditions found in the eBridge Information.

3. BID TIMELINE:

PHASE 1		
Milestone Date	Milestone	Description
October 18, 2024	Bid Issued	Date bid is issued for public viewing.
October 24, 2024 by 10:00AM CT	Questions Submitted	Deadline to submit questions regarding response requirements, specifications or bidding process.
October 28, 2024	Answers Posted	Date answers to Bidder questions will be posted for public viewing.
October 29 - November 8, 2024	Product Testing	Time period for Bidders to complete on-site product testing.
November 12, 2024 by 10:00AM CT	Technical Proposal Due	Deadline to submit unpriced technical proposals.
PHASE 2		
Milestone Date	Milestone	Description
November 17, 2024	Formal Invitation Issued	Formal email notice to Bidders approved to participate in Phase 2 -Price Proposal/Reverse Auction.
November 18-19, 2024	Bid System Training	Timeframe in which interactive bid system tutorials will be scheduled between eBridge and approved Bidders.
November 20, 2024 by 2:00PM CT	Initial Bid Due	Date by which initial/starting bids must be submitted into online bid system (eBridge will provide instructions for placing initial/starting bids during the interactive bid system training).
November 22, 2024 at 10:00AM CT	Reverse Auction	Date and time the live reverse auction event will open.

4. TAXES: The District is exempt from the Federal Excise and Transportation Tax, and the limited Sales and Use Tax. Unless the Bid Form or specifications specifically indicate otherwise, the price bid, during the online reverse auction, must be net exclusive of above mentioned taxes, and will be so construed. A vendor desiring refunds of, or exemptions from taxes paid on merchandise accepted by the District, must submit the proper forms, and the General Manager, if satisfied as to the facts, will approve or issue the necessary certificates.

5. PROPOSAL FORMAT: All unpriced technical proposals must be submitted using the format as provided herein and must be signed by an official of the bidding firm who has specific and legal authorization to obligate the Bidder to the terms of said specification. Any and all addenda must also be acknowledged and included in the proposal. Altered or incomplete Bid Forms or use of substitute formats will render the proposal non-responsive. No marginal notes of any description on the bidding blanks will be allowed. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluid may be cause for declaring the bid non-responsive. No bid shall be altered or amended after the time specified for opening.
6. MISTAKES AFTER BID OPENING: Ambiguous unpriced technical proposals which are uncertain as to terms, delivery, quality or compliance with specifications may be declared as non-responsive or otherwise discarded. Proposals containing patently obvious mechanical, clerical, or mathematical errors may be withdrawn by the Bidder if clear and convincingly sworn, written evidence is furnished to the District within forty-eight (48) hours of the proposal due date and time listed in the bid timeline. excluding Saturdays, Sundays and Legal Holidays. A bidder who attempts to withdraw a bid under provisions of this section shall not be allowed to resubmit a bid on the same Contract if it is re-advertised.
7. WITHDRAWAL OF PROPOSALS BEFORE OPENING/HOLDING OF PROPOSALS: Any Bidder may withdraw his/her Phase 1 - Unpriced Technical Proposal prior to bid opening deadline. Proposals or withdrawal requests received after the time advertised for bid opening will be void, regardless of when they were mailed.

Phase 1 - Unpriced Technical Proposals and Phase 2 - Price Proposals may be held by the District for a period not to exceed forty-five (45) days from the reverse auction date for the purpose of reviewing the bids and investigating the qualifications of the Bidder prior to awarding of the Contract. However, the District and lowest responsible Bidder, by mutual written consent, may agree to extend the deadline for award by one or more extensions of thirty (30) calendar days, total.

8. INDEMNIFICATION: The successful Bidder shall indemnify and save harmless the District and all District Officers, agents and employees from all suits or claims of any character brought by reason of infringing on any trademark or copyright.

The Vendor shall be held responsible for and required to make good, at his/her own expense, all damages to persons or property caused by carelessness, neglect, or intentional acts on the part of the Vendor, its agents or employees. The Vendor shall indemnify, hold harmless, and act as the District's insurer from any and all liabilities growing out of any injury or damage to property or persons, including property of the District or employees of the District, because of any neglect or fault of intentional act of said Vendor, its agents or its employees, but not for the neglect or sole fault of employees of the District and shall defend on the part of the District any such action arising out of the supply and delivery of the material specified or in any manner connected therewith or related thereto or because of failure to observe or comply with any District ordinance or state or federal law in the performance of this Contract, and will be required to pay any judgment, with costs, which may be obtained against the District growing out of such injury, damage, or noncompliance. The District shall provide reasonable notice of any such action to the Vendor.

9. BIDDER QUALIFICATIONS: Successful Bidder(s) must, upon request of the District, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and

conditions of these specifications. Consideration will be given only to the Vendors who can produce conclusive evidence that they can provide adequate capital and credit rating sufficiently to complete all operations under this Contract in a satisfactory manner.

10. **BIDDERS RESPONSIBILITY:** Each Bidder shall fully acquaint himself/herself with conditions relating to the scope and restrictions attending the execution of the work under the condition of this bid. It is expected that this will sometimes require on-site observation. The failure or omission of a Bidder to acquaint himself/herself with existing conditions shall in no way relieve him/her of any obligation with respect to this bid or to the Contract.
11. **LATE BIDS:** It shall be the sole responsibility of the Bidder to pay for any type of delivery service charge, and to see that his/her bid is received by the office of the General Manager on time. The clock used shall be the General Manager's official date and time stamp clock. The District does not assume any financial responsibility for late deliveries by the U.S. Postal System or any other delivery service. Late bids will not be accepted AND ONCE DOCUMENTED, WILL BE RETURNED TO THE BIDDER UNOPENED.
12. **SUBMISSION REQUIREMENTS:** *Submit one (1) clearly identified original and one (1) copy using the format required.* Altered or incomplete Bid Forms or use of substitute formats may render the bid non-responsive. Failure to submit at least a "No Bid" on three(3) occasions during any calendar year will result in your firm being removed from our Mailing List. Bids should be submitted in a sealed envelope naming the bid, opening date, time and title on the outside of the envelope. THE DISTRICT ASSUMES NO RESPONSIBILITY FOR UNMARKED ENVELOPES BEING CONSIDERED FOR AWARD.
13. **CLARIFICATION/SUBSTITUTION REQUEST:** Bidders requiring additional information may submit their question(s) in writing via email to the **attention of the Tara O'Bannon Redmon** at tara.obannon@ebridgeprocurement.com. Any inquiry received by the due date and time listed in the Bid Timeline will be given consideration. Answers to questions received that would change and/or clarify this solicitation will be provided in the form of a Contract Addendum posted to the District's website at www.wcid1.org. ***It shall be the Bidder's responsibility to check the District's website as to the Addenda issued.*** All such addenda shall become part of the Contract Documents and all Bidders shall be bound by such addenda. If the necessity arises to issue an addendum modifying plans and specification within the seventy-two (72) hour period (exclusive of holidays, Saturdays and Sundays) before the schedule bid opening, then the opening of bids shall be extended exactly one (1) week.
14. **SAMPLES:** Samples, when required, must be submitted free of expense, unless otherwise specified in accordance with the conditions and instructions in the body of this bid notice.
15. **PROPRIETARY INFORMATION:** Bidders are to visibly mark as "Confidential" each part of their bid which they consider to be proprietary information.
16. **COMPLIANCE WITH LAWS:** By submission of a proposal, all vendors agree that they are in compliance with all Federal, State and local laws pertaining to this bid. During the period following issuance of a bid and prior to final award of a Contract, vendor shall not discuss this procurement with any party, except members of the Purchasing Division or other parties designated in this solicitation. Vendor shall not attempt to discuss with or attempt to negotiate any aspects of the procurement, without prior approval of the General Manager responsible for the procurement.

17. **QUALITY OF PRODUCTS**: Unless otherwise indicated in this bid, it is understood and agreed that any item offered or shipped on this bid shall be new, to latest model, and in first class condition, and when applicable, all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging. *Any deviation from the Specifications/conditions listed herein must be clearly identified with each bid.*

The material supplied under any of the specifications listed herein for the use of water treatment shall contain no mineral or organic substances in quantities capable of producing deleterious or injurious effects upon the health of those consuming the water which has been treated with it and shall in all respects meet as a minimum the current minimum standard specifications of the American Water Works Association of the current Water Chemicals Codes (as published by the National Academy of Sciences), whichever is the more restrictive specifications, unless otherwise specified in these specifications, or material used in the purification of municipal potable water supplies.

The materials supplied under any of the specifications listed herein shall contain no mineral or organic substances in quantities capable of producing deleterious or injurious effects upon the health of those treating the wastewater. **THE PRODUCT MUST NOT CONTRIBUTE ANY CONSTITUENTS THAT WOULD CAUSE VIOLATION OF THE TEXAS WATER QUALITY STANDARDS OR EFFLUENT BIOMONITORING REQUIREMENTS OF THE DISTRICT WASTEWATER TREATMENT PLANTS.**

18. **CONTRACT QUANTITIES & PRICING CHANGES**: Whenever a bid is sought seeking a source of supply for a contract for products or services, the quantities or usages shown are estimates only. No guarantee or warranty is given or implied by the District as to the total amount that may or may not be purchased from any resulting Contracts. These quantities are for Bidder's information only and will be used for the tabulation and presentation of bid. Bid prices submitted during the online reverse auction will be firm for the minimum Contract terms as specified herein.

After the initial term of the Contract, the Vendor may request price increases that do not exceed appropriate CPI or WPI. Written requests for price increases must be sent by Certified Mail-Return Receipt Requested. The District reserves the right to accept or reject the price increase within thirty (30) days after receipt of the request. Should the District reject the price increase, the District reserves the right to cancel the Contract and award to the next best Bidder or rebid. No increase will be effective until approved in writing by the General Manager. Any decrease in the cost of the contract items shall be forwarded to the General Manager's office with immediate inception into the Contract.

19. **AWARD OF CONTRACT**: The District reserves the right to reject any and all proposals, to waive any and all information and to negotiate Contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive or conditional proposals.

In evaluating proposals, the District shall consider the qualifications of the Bidders, whether or not the proposals comply with the prescribed requirements and alternates listed within this solicitation. It is the District's intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid Form but the District may accept them in any order or combination.

The District may conduct such investigations as he/she deems necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of the Bidders.

The District reserves the right to reject the proposals of any Bidder who does not pass any such evaluation to the District's satisfaction.

If the Contract is to be awarded, it will be awarded to the lowest responsible Bidder whose evaluation by the District indicates to the District that the award will be in the best interest of the District.

If the Contract is to be awarded, the District will give the Successful Bidder a Notice of Award within forth-five (45) days after the day of the bid opening.

20. **REJECTION**: This solicitation does not commit the District to award a Contract, to pay costs incurred in the preparation of a bid, or to procure or contract for the articles of goods or service. The District reserves the right to waive insignificant requirements, to accept or reject any and all bids for just cause received as a result of the request, or to cancel in part or in its entirety, this bid, if it is in the best interest of the District to do so. The District reserves the right to declare any bid non-responsive in which the delivery/completion time indicated is considered to delay the operation for which the item/work is intended, due to the noncompliance on the Bid Specification. In addition, the District reserves the right to declare any bid non-responsive that contains prices for individual items or services.
21. **ASSIGNMENT**: The Vendor shall not sublet, assign, nor by means of a stock transfer or sale of its business, assign or transfer a Contract without written permission from the District.
22. **SOURCE OF SUPPLY**: The Bidder is to furnish the following information with his/her bid:
 - Name, address, phone number and contact person of the original manufacturer.
 - Actual site(s) of material manufacture.
 - Shipping point(s) or origin of material to be supplied.
 - Whether original manufacturer produces materials to be supplies as a primary product or as a by-product.

VENDOR GUARANTEES TO ASSURE THAT IF HE/SHE IS NOT THE ORIGINAL MANUFACTURER OF THE MATERIALS TO BE SUPPLIED ON THIS CONTRACT, OR ANY PORTION THEREOF, THAT HE/SHE WILL COMMUNICATE THE NATURE OF THESE SPECIFICATIONS TO THE VENDOR'S SUPPLIER(S) AND ASSURE THAT SUCH MATERIAL MEETS OR EXCEEDS THESE SPECIFICATIONS.

23. **SPECIAL CONDITIONS**: Chemicals will be used in a manner which is in the best interest of the District. The vendor will use current daily feed rates and settings for the trial runs and evaluations, if necessary or requested by the District.
24. **BIDDING AND AWARD**: All Bidders are to include any and all Hazardous Fee Assessments and/or Environmental Fees with their total bid price submitted during the online reverse auction.

Unpriced technical proposals shall be submitted, in duplicate using the Official Bid Form, including any amendments through Letters of Clarification, and/or a photocopy thereof.

25. **SAFETY DATA SHEETS (SDS)**: All Vendors should submit with their bid one most current copy of the required Safety Data Sheet (OSHA Form 3514). Safety Data Sheets shall conform to the format in the Hazard Communication Standard (HCS) found in 29 CFR 1910.1200, revision 2012. Should this form be omitted from the bid, vendor promises to deliver said form within ten (10) days

of receipt of notice from the District. Failure to comply with this notice will be just cause for rejection of the Bid Form from further consideration. A Safety Data Sheet must also accompany each shipment.

26. **SILENCE OF SPECIFICATIONS:** The apparent silence of any of the specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of these specifications shall be made on the basis of this statement. The vendor shall be an established supplier of the items bid.
27. **MATERIALS:** Treatment Chemicals and Media: All chemicals and any additional or replacement process media used in treatment of water supplied by public water systems must conform to American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 60 for direct additives and ANSI/NSF Standard 61 for indirect additives.

ALL BIDDERS MUST SUPPLY CURRENT ANSI/NSF STANDARD 60 CERTIFICATION OF COMPLIANCE FOR DIRECT ADDITIVES.

All items furnished under this Contract shall be new/unused materials of the latest product in production to the commercial trade, and shall be of the highest quality as to the materials used and workmanship. The manufacturer furnishing the item shall be experienced in design and construction of such items and shall furnish evidence of having supplies similar items, which have been in successful operation. The Vendor shall be an established supplier of the item bid.

28. **DELIVERY:** The awarded Vendor(s) agrees to make deliveries only upon receipt of duly signed and approved Purchase Orders issued by the District. Delivery made without such Purchase Orders shall be at Vendor's risk and shall leave the District the option of canceling any Contract implied or expressed herein.

The vendor agrees to assure that his/her carrier has all appropriate personnel and equipment such as tools, hoses, valves and suitable hydraulic or electrical lifting devices capable of insuring a timely unloading as not to interrupt the normal operation of the Water and/or Wastewater Treatment Plants.

Normal delivery hours for each water and wastewater treatment plant is listed within the chemical specifications. However, the successful Bidder(s) should make provisions for unusual demand needs and emergency deliveries outside these normal times and days. Any and all unloading charges shall be included in the Bidder's price submitted during the online reverse auction, including reasonable driver wait times, with reasonable being defined as the driver being able to begin unloading product within thirty (30) minutes of arriving at the plant during normal delivery times.

Vendor shall guarantee to assure his/her own carriers or any common carriers used shall be covered by all appropriate insurance required by any and all State and Federal agencies for the transportation of hazardous chemicals. If applicable, the Vendor shall further guarantee to assure that all vehicles are properly placarded and/or labeled and suitably maintained and equipped for the transportation of hazardous chemicals.

29. **NON-DELIVERY PENALTY:** Vendor agrees that if for any reason, at any time, they are unable to deliver the material as required under each of the chemical specifications and in the quantities and/or quality ordered by the District under these specifications, and if the Vendor, after having been awarded the Contract and having been notified to make a shipment, has failed to deliver such

shipment in the required delivery period outline in the chemical specifications, the district shall be authorized to purchase such material wherever available, and the Vendor agrees to pay the District the amount paid by the District over the bid price including freight charges and all administration costs.

30. PROVIDER PERFORMANCE: The District requires providers of these services to meet all specifications. In the event the provider is unable to provide all specified obligations of this Contract, the District may award the contract to the next low Bidder.
31. WEIGHING: The weight of the material shall be ascertained from the Certified Weight Ticket attached to the bill of lading from the originating line. The District reserves the right to re-weigh at the nearest certified scales and adjust the cost accordingly.
32. OTHER: Vendor agrees by his bidding to assure a confirmed and reliable year round supply of products being bid and to take into consideration the fact that the usage of these products in Water Treatment is principally a constant rate process being affected only by feed equipment failure or significant variations in water supply demand.
33. INVOICING: All invoices must be submitted and itemized as to quantity, part number and description, and applicable discount (if any). In addition, invoices must show the name of the Department, Division or Section to which the merchandise was delivered, and the District Purchase Order Number.

All delivery tickets must be signed by the receiving employee and have a description of the commodity delivered as well as Purchase Order Number.

Mail all invoices to Bell County W.C.&I.D. No. 1, 201 South 38th St., Killeen, Texas 76543.

34. PAYMENT: Payment is due thirty (30) days after the District has approved the invoice or after the District has accepted the goods, whichever occurs later. The District and Vendor agree that the terms of this Contract and all rights otherwise reserved by law, shall constitute the sole, controlling contract terms with respect to attorney's fees and interest owed on delayed, disputed or delinquent payments in lieu of Article 601f, Vernon's Texas Civil Statutes.

SPECIAL NOTE: The District reserves the right to review all payments made to Vendors by auditing at a later date. Subject to such audit, any overpayments may be recovered from the Vendor.

35. TERMINATION OF AGREEMENT: Resulting Contract may be terminated by the District, at its option, upon thirty (30) days' notice in writing, if the materials furnished do not conform to the standard set forth herein; or if the deliveries and servicing of this Contract do not conform to the requirements detailed herein.
36. DEMURRAGE: The District will not be responsible for demurrage on any shipments.
37. INSURANCE: Vendors shall carry liability limits equal to or greater than the limits shown on the attached "Sample Certificate of Insurance". Contractor shall list Bell County WCID #1 as an Additional Insured on the General Liability, Pollution and Business Auto policies and shall provide a Waiver of Subrogation in favor of Bell County WCID #1 on the General Liability, Business Auto, Pollution and Workers Compensation policies. All insurance companies must have an A.M. Best

Company rating of A-VII or better. Certificate of Insurance should be provided and approved by Bell County WCID #1 prior to any work being performed by Vendor.

**BELL COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 1
WATER TREATMENT PLANT SPECIFICATIONS**

ALUMINUM SULFATE WITH POLYMER BLENDS

These specifications cover the furnishing of Aluminum Sulfate with Polymer Blends for use in potable water treatment.

SAFETY DATA SHEETS (SDS)

All bidders are required to submit with their bid a Product Safety Information sheet which meets the Safety Data Sheet (SDS) requirements of the Federal OSHA Hazard Communications Standard 40CFR Part 372, or such other sheets which contain the same information as required by OSHA.

TESTING AND CONDITION

The COAGULANT must perform as follows:

- Conduct bench scale using established jar test protocols while being observed by District personnel.
- A 1.0 NTU or lower must be maintained in the settled (clarified) water at designed flow rate in the plant

DELIVERY

- Prior to loading, the truck must be inspected and any necessary maintenance must be performed prior to shipment.
- The material shall be shipped in clean bulk tank trucks. The Bidder must verify the equipment requirement prior to submittal of bids and ensure ability to deliver the proposed material in a vehicle which is compatible with the existing unloading system.
- **Deliveries shall be made within seven (7) days of receipt of Purchase Order.**
- Aluminum Sulfate deliveries shall be made to:

Water Treatment Plant

5200 Water Works Road/Lake Belton, Belton, Texas 76513
(or other sites as directed by the District)

- Normal delivery times to the Water Treatment Plant are to be between the hours of 7:00 a.m. and 3:30 p.m., Monday through Friday. However, the successful Bidder should make provisions for unusual demand needs and emergency deliveries outside these normal times and days. Any and all unloading charges shall be included in the Bidder's price.

BELL COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 1
WATER TREATMENT PLANT SPECIFICATIONS

LIQUID AMMONIUM SULFATE

These specifications cover the furnishing of Liquid Ammonium Sulfate for use in potable water treatment.

All bidders are required to submit with their bid a Product Safety Information sheet which meets the Safety Data Sheet (SDS) requirements per 29CFR1910.1200.

DELIVERY

- The District (WCID No.1) may request the bidder to email a Certificate of Analysis (COA) of the product lot to be delivered.
- **Vendor shall make “normal” deliveries within 72 hours after receipt of order** and must make “emergency” deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the District (WCID No.1) from running out of liquid ammonium sulfate in less than 24 hours. The District (WCID No.1) shall endeavor to minimize the number of “emergency” deliveries.
- Liquid Ammonium Sulfate deliveries shall be freight prepaid, FOB Destination to:

Water Treatment Plants

5200 Waterworks Road, Belton, Texas 76513

10461 Cedar Knob Church Road, Salado, Texas 76571

- Delivery time of day shall be arranged upon placement of the order and shall be between the hours of 7:30 a.m. and 4:00 p.m., Monday through Friday. Requests to deviate from this schedule must be confirmed with the District (WCID No.1) forty-eight (48) hours prior to the scheduled delivery and must conform to the delivery conditions set forth in these specifications.
- Packaging and shipment of liquid ammonium sulfate shall conform to all current regulations of the State of Texas, the United States Department of Transportation and all other applicable regulatory agencies.
- The District (WCID No.1) reserves the right to change quantities and delivery dates at its discretion with a 24-hour notice.
- Before unloading, upon arrival to the site, the driver shall stop at the Operations Office, sign in and present the Bill of Lading, Weigh Slips, the Certificate, and any other applicable order/delivery documents to the Operations representative. After review and approval of the delivery documents, Operations staff will then escort the driver to the appropriate unloading station. The District reserves the right to reject the delivery based on inadequate or nonconforming information in these documents. All other documentation prescribed by DOT, ICC, other regulatory bodies and statutes must be provided when the liquid ammonium sulfate is delivered.
- The vendor shall be responsible for pumping liquid ammonium sulfate into the storage tanks at the delivery site and shall provide all necessary hoses, fittings, air padding, pumps,

etc. required to safely and efficiently “offload” the liquid ammonium sulfate into designated storage tanks.

- Vendor shall furnish a Bell County W.C. & I.D. No. 1 approved, **leak-free** connection device between the vehicle and District’s intake receptacle. Vendor shall be responsible for ascertaining the correct storage tanks and fill point locations to prevent accidental discharge of the product into an incorrect or unauthorized storage tank(s). Vendor shall bear all expenses associated with any chemical removal, tank/site cleaning and material disposal due to an error on their or their subvendors, part to transfer the liquid ammonium sulfate into the correct storage tank.
- Vendor is fully responsible for delivering the chemicals to the designated location without impacting the facility operation and/or condition. The vendor shall be responsible for any spills resulting from the failure of its or its subcontractor’s delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require delivery personnel’s constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The District (WCID No.1) reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking liquid ammonium sulfate. The vendor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The vendor shall take immediate and appropriate actions to clean up any spilled liquid ammonium sulfate. If the spill is not cleaned up, The District (WCID No.1) will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the vendor and deducted from the amount due to the vendor.
- The supplier shall measure delivery quantities as the total weight of liquid ammonium sulfate delivered in pounds. The District shall assume the weight of the liquid ammonium sulfate delivered (transferred to the District) is equal to net weight of the liquid ammonium sulfate in the delivery vehicle. The supplier shall ensure the complete transfer of liquid ammonium sulfate from the delivery vehicle to the District’s storage tanks.
- The transporting equipment shall be clean and free of residue that may contaminate the vendor’s product or impede the unloading process. It is the vendor’s responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of liquid ammonium sulfate shall be supplied by the vendor and shall be clean and free from contaminating material. The District (WCID No.1) may reject a load if the equipment is not properly cleaned.
- All delivery vehicle drivers shall have a proper commercial driver’s license with a Hazardous Material endorsement. The District reserves the right to check driver’s license. The material furnished shall be the latest product in production to commercial trade, and shall be of the highest quality as to material used. Manufacturer furnishing this item shall be experienced in the production of such item and shall furnish evidence of having supplied similar items which have been in successful operation. The Vendor shall be an established supplier of the item bid.
- **The Ammonium Sulfate shall be manufactured in accordance with the Ammonium**

Sulfate Institute Procedure and meet all the latest American Waterworks Association Standards for liquid Ammonium Sulfate (ANSI/AWWA B302).

- At such time it deems necessary, the District reserves the right to require a certified chemical analysis, qualitatively or a Certificate of Guarantee as to the presence or absence of any material that has been or is regarded as a potential health threat to those consuming the potable water treated with liquid Ammonium Sulfate. All responsibilities and financial obligation to be bore by the Vendor.

TYPICAL CHEMICAL COMPOSITION

- The Product shall conform to the latest version of both AWWA Standard B302 and ANSI/NSF Standard 60 for liquid ammonium sulfate.
- The chemical and physical properties of the liquid ammonium sulfate delivered under this specification shall conform to the following limits:
 1. Sulfuric Acid Diammonium: 38 – 40% (wt % dry salt)
 2. Ammonium Sulfate Solution: 10.0%
 3. Appearance: Clear, pale yellow liquid Odor: None
 4. Solubility in Water: Complete
 5. Specific Gravity: 1.21 - 1.23
 6. pH: 3.0 – 6.0 Ammonium Sulfate
- Product shall be free of any inorganic or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming the water that has been properly treated with the liquid ammonium sulfate.
- Product shall show no visible turbidity and no appreciable sediment upon standing for 24 hours at ambient temperatures.

**BELL COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 1
WATER TREATMENT PLANT SPECIFICATIONS**

POLY ALUMINUM CHLORIDE WITH POLYMER BLENDS

These specifications cover the furnishing of Poly Aluminum Chloride with Polymer Blends for use in potable water treatment

TESTING AND CONDITIONS

- Liquid PACL shall meet the minimum American Water Works Association (AWWA) Standard B408-18 for PACL or the latest version except where noted. All product testing shall occur in accordance with AWWA referenced standards Certificate of Analysis shall be required. A certificate of analysis will minimally include:
 1. Date & Time of Manufacture
 2. Certification of NSF/ANSI 60 compliance in accordance with AWWA
 3. Standard B408-18
 4. Percent active PACl expressed as percent Al₂O₃
 5. Specific Gravity
 6. Percent Basicity
- The product must not contain in any amounts of natural or synthetic organic polymers. The analysis may be verified by the District in accordance with the testing methods outlined in AWWA B408-18.

I. PHYSICAL PROPERTIES:

1. Color: clear to slightly hazy, free of visible foreign matter or sediment
2. Specific Gravity: 1.1 – 1.4
3. Al₂O₃: 5 – 25 percent by weight
4. Percent Basicity: ≥ 50%
5. Turbidity: ≤ 50 NTU

II. IMPURITIES:

Chemical shall be ANSI/NSF Standard 60 certified for use in potable water treatment. Chemicals shall be manufactured from high-quality raw materials. This product shall contain no contaminant in an amount sufficient to increase the concentration of any heavy metals significantly above current levels or causing them to exceed any Maximum Contaminant Level, as established by the EPA under the authority of the Safe Drinking Water Act.

III. PRODUCT DELIVERY

- The facilities for liquid PACL at the STILLHOUSE WTPs have been constructed for tanker truck delivery only.
- Typical delivery volume is 4,000 gals.

The POLY ALUMINUM CHLORIDE WITH POLYMER BLENDS must perform as follows:

- Conduct bench scale using established jar test protocols while being observed by District personnel (IF YOU ARE A CURRENT VENDOR , PLEASE DISREGARD THIS REQUEST FOR JAR TESTING.)
- A 1.0 NTU or lower must be maintained in the settled (clarified) water at designed flow rate in the plant

DELIVERY

- Prior to loading, the truck must be inspected and any necessary maintenance must be performed prior to shipment.
- The material shall be shipped in clean bulk tank truck. The Bidder must verify the equipment requirement prior to submittal of bids and ensure ability to deliver the proposed material in a vehicle which is compatible with the existing unloading system.
- In the event of chemical spills, provider must demonstrate that all precautions were taken on their part to avoid spillage for compensation. This includes delivery truck spills during bulk tank loading. Inside bulk loading lines, metering pumps, transfer pump leaks, and associated lines shall be the District's responsibility. During testing of new products, the Bidder shall be responsible for any spills or leaks associated with provided infrastructure. All the above conditions must be documented by the provider, approved by the Surface Water Treatment Plant management and submitted. The District will compensate the provider by the amount of water (THOUSAND gallons) that the spilled chemical would have treated. Compensation will be provided on the next month's invoice if approved.
- **Deliveries are to be made within seven (7) days of receipt of Purchase Order.**
- Poly Aluminum Chloride deliveries shall be made to:
 - **Stillhouse Water Treatment Plant**
10461 Cedar Knob Church Road, Salado, TX 7657
(or other sites as directed by the District)
- Normal delivery times to the Stillhouse Water Treatment Plant are to be between the hours of 7:30 a.m. and 3:30 p.m., Monday through Friday. However, the successful Bidder should make provisions for unusual demand needs and emergency deliveries outside these normal times and days. Any and all unloading charges shall be included in the Bidder's price.

**BELL COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 1
WASTEWATER TREATMENT PLANT SPECIFICATIONS**

CATIONIC LIQUID POLYMER

These specifications cover the furnishing of Cationic Liquid Polymer for use in wastewater treatment.

All bidders are required to submit with their bid a Product Safety Information sheet which meets the Safety Data Sheet (SDS) per 29CFR1910.1200.

QUALITY

- The material supplied under these specifications shall contain no mineral or organic substances in quantities capable of producing deleterious or injurious effects upon the health of those treating the wastewater.
- THE PRODUCT MUST NOT CONTRIBUTE ANY CONSTITUENTS THAT WOULD CAUSE VIOLATION OF THE TEXAS WATER QUALITY STANDARDS OR SLUDGE ANALYSIS REQUIREMENTS OF THE DISTRICT WASTEWATER TREATMENT PLANTS.
- The material shipped shall be free of dirt and debris. The material shall be free of any foreign matter or compounds that may injure dried sludge for use as a soil conditioner, or seriously influence process operations of the Wastewater Treatment Facilities.

TESTING

The following conditions must be met during the Pre-Awarding Trial Run for each product bid:

- The Bidder will supply all sample polymer(s) at his/her own expense for the trial run(s) and testing.
- The belt press personnel will operate all existing dewatering equipment during the evaluation.

DELIVERY

- **Deliveries are to be made within seven (7) days of receipt of Purchase Order.**
- Cationic Liquid Polymer deliveries are to be made to:
Wastewater Treatment Plants
201 South 38th Street, Killeen, Texas 76543
8290 Chaparral Road, Killeen, Texas 76542
(or other sites as directed by the District)
- Vendor guarantees to assure that all material shall be in approved containers. Vendor guarantees to assure that before loading the product for shipment, the containers shall be clean and free of any substance that may be harmful.
- The Vendor agrees to assure that his/her carrier has all appropriate equipment such as tools,

and the delivery vehicle must be equipped with a suitable hydraulic or electrical lifting device capable of placing fifty-five (55) gallon drums into the testing area so as to assure a safe and timely unloading in such manner as not to interrupt the normal Wastewater Treatment Plants operations. The Vendor shall provide all personnel for unloading between the hours of 8:00 a.m. – 3:15 p.m. each week day. However, Vendor agrees to make emergency replacement of any rejected deliveries on weekends and/or holidays at his expense.

- Empty drums will be removed from site when deliveries are made by the Vendor.
- Normal delivery times to the Wastewater Treatment Plant and Wastewater Treatment Plant are to be between the hours of 8:00 a.m. and 3:15 p.m., Monday through Friday. However, the successful Bidder should make provisions for unusual demand needs and emergency deliveries outside these normal times and days. Any and all unloading charges shall be included in the Bidder's price.

BASIS FOR REJECTION

- Failure to comply with "Quality" section of this Contract.
- Failure to meet Manufacturer's quality standards as submitted with the bid form.

REJECTION OF ANY SHIPMENT NOT MEETING SPECIFICATIONS

- The District may reject and refuse delivery of any lot of material that is not within the standards noted in the "QUALITY" section of these specifications.
- The District shall not be held to have accepted any shipment until after the District Wastewater Treatment Plants personnel determine the material is not dewatering properly and the District has had an opportunity to exercise this right of rejection.
- In the event of a shipment of Polymer being rejected for failure to meet specifications, the vendor is to furnish an emergency shipment at the expense of the vendor, and replace the rejected load within forty-eight (48) hours.

**BELL COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 1
WASTEWATER TREATMENT PLANT SPECIFICATIONS**

SULFUR DIOXIDE

These specifications cover the furnishing of Sulfur Dioxide for use in wastewater treatment.

QUALITY

- The material supplied under these specifications shall be a minimum of 99.9% sulfur dioxide and contain no mineral or organic substances in quantities capable of producing deleterious or injurious effects upon the health of those treating the wastewater. THE PRODUCT MUST NOT CONTRIBUTE ANY CONSTITUENTS THAT WOULD CAUSE VIOLATION OF THE TEXAS WATER QUALITY STANDARDS OR EFFLUENT BIOMONITORING REQUIREMENTS OF THE DISTRICT WASTEWATER TREATMENT PLANTS.
- The material shipped shall be free of dirt and debris. The sulfur dioxide shall be made from high quality ingredients and the finished product conforms to ANSI/AWWA Standard B512-97. Typical Chemical Composition and Properties

1. Sulfur Dioxide	99.9%
2. Specific Gravity of Liquid at 0°C	1.434
3. Specific Gravity of Liquid at 80°F	1.363
4. Vapor Density	2.26
5. Molecular Weight	64.06
6. Odor	Pungent

DELIVERY

- Sulfur Dioxide deliveries are to be made to:

Wastewater Treatment Plant
201 South 38th Street, Killeen, Texas 76543
(or other sites as directed by the District)
- **Deliveries are to be made within seven (7) days of receipt of Purchase Order.**
- Vendor guarantees to assure that all material shall be in approved 1-ton containers. Vendor guarantees to assure that before loading the product for shipment, the containers shall be clean and free of any substance that may be harmful.
- The Vendor agrees to assure that his/her carrier has all appropriate equipment such as lifting device for 1-ton containers, tools, hoses, connectors, and safety gear so as to assure a safe and timely unloading in such a manner as to not interrupt the normal plant operations of the Wastewater Treatment Plant operations. The Vendor shall provide all personnel for unloading between the hours of 8:00 a.m. – 3:15 p.m. each week day. However, Vendor agrees to make emergency replacement of any rejected deliveries on weekends and/or holidays at his expense. Should any emergency deliveries outside of these normal times be

required due to the District's negligence, then such emergency deliveries shall be at the District's expense.

- Normal delivery times to the Wastewater Treatment Plant are to be between the hours of 8:00 a.m. and 3:15 p.m., Monday through Friday. However, the successful Bidder should make provisions for unusual demand needs and emergency deliveries outside these normal times and days. Any and all unloading charges shall be included in the Bidder's price.

EMERGENCY RESPONSE

- All Vendors must demonstrate the ability to react twenty-four (24) hours a day three hundred sixty-five (365) days a year within a reasonable time to any and all container and valve emergencies, regardless of location, upon request of the District's authorized agent. The District shall bear to charge for such response(s) and defective containers shall be replaced by Vendor at no cost to the District.

BASIS FOR REJECTION

- The rejection of a shipment will be at the District's option as follows:
 1. Specific Gravity at 80°F less than 1.300
 2. Sulfur Dioxide less than 99.9%
 3. Visible suspended material present
 4. Non-compliance with quality section

REJECTION OF ANY SHIPMENT NOT MEETING SPECIFICATIONS

- The District may reject and refuse delivery of any lot of material that is not within the standards noted in the "QUALITY" section of these specifications.
- In the event of a shipment of Sulfur Dioxide is rejected for failure to meet specifications, the Vendor is to furnish an emergency shipment to be at the expense of the Vendor, and to replace the rejected load within twenty-four (24) hours.

**BELL COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 1
WATER & WASTEWATER TREATMENT PLANT SPECIFICATIONS**

LIQUID CHLORINE (1-TON CYLINDERS)

These specifications cover the furnishing of Liquid Chlorine in 1-ton cylinders for use in potable water treatment and wastewater treatment.

The chlorine shall be manufactured in accordance with the Chlorine Institute Procedure and meet all the latest American Waterworks Association Standards for liquid Chlorine (ANSI/AWWA B301). Where a difference exists between these specifications and those incorporated by reference, the more stringent of the two shall apply. The chlorine shall not contain more than 150 ppm (0.015 percent) moisture by weight. Lead, mercury, arsenic, non-volatile residue, carbon tetrachloride and trihalomethanes shall be in accordance with ANSI/AWWA B301 Section 4.3, Impurities, which are also detailed in the Purity Requirements section below. An affidavit of compliance and a certified analysis (COA) is to accompany each delivery.

TYPICAL CHEMICAL COMPOSITION

Chlorine 99.5% pure by volume

PURITY REQUIREMENTS

<u>Impurity</u>	<u>Parts per Million (PPM)</u>
Moisture	150 PPM (0.015 percent)
Lead	10 PPM (0.001 percent)
Mercury	1 PPM (0.0001 percent)
Arsenic	3 PPM (0.0003 percent)
Nonvolatile Residue	150 PPM (0.015 percent)
Carbon Tetrachloride	16 PPM (0.0016 percent)
Trihalomethanes	267 PPM (0.0267 percent)

SAFETY

To insure safety during transporting, storage and use, the following safety measures must be followed:

- Upon return of a cylinder, it shall be completely evacuated of chlorine and any foreign material present.
- After evacuation, the cylinder shall be completely inspected, both internally and externally, for signs of corrosion, rough handling, foreign material and any condition that might be detrimental to the cylinder's safety or quality of chlorine.
- Should the interior of the cylinder be dirty, it shall be cleaned and dried to eliminate the presence of all moisture.
- All cylinder valves shall be removed and replaced with new or completely reconditioned valves before refilling.
- After refilling, the cylinder shall stand for at least twelve (12) hours and shall be checked

for leaks by using ammonium hydroxide vapors. This shall be prior to the installation of outlet cap and of the protective cover over the valves.

- The cylinder shall be marked “CHLORINE” in such a manner that it will be easily visible.
- The supplier must also mark his/her containers with an accurate tare weight which shall indicate the weight of the empty cylinder. This marking must be legible and always located in the same location on the cylinder.

DELIVERY

- **Normal delivery shall be within seven (7) days after receipt of order but, if an emergency need exists, delivery shall be made within twenty-four (24) hours.** Appropriate documentation containing the information requested under billing shall be provided with all deliveries.
- The District’s demand for liquefied chlorine varies over a wide range depending on plant levels of production; therefore, the Vendor guarantees availability and deliverability to meet the total needs of the water and wastewater sections.
- Liquid Chlorine shall be delivered in one ton containers as required, to:

Water Treatment Plants

5200 Water Works Road, Belton, Texas 76513

10461 Cedar Knob Church Road, Salado, Texas 76571

Wastewater Treatment Plant

201 S. 38th Street, Killeen, Texas 76543.

- Delivery truck(s) shall be equipped with a lifting device that will lift one ton containers from the truck and place them in racks existing at each delivery location. The Successful Bidder shall make provisions for the number of cylinders and containers to storage areas at each delivery location.
- At the end of the contract period, or such time as the Contract might be terminated, the Vendor shall pick up the cylinders in a timely manner as the new cylinders are “phased in”, so as not to disrupt production at the facilities.

MARKING

- Each container of material shall be identified as to product, grade, net weight, name and address of the manufacturer, and the brand name. Each container shall show a lot number and identification of manufacturer when shipped in bulk and shall bear the current precautionary information required by the US Department of Transportation (DOT), US Environmental Protection Agency (USEPA), and other regulatory agencies concerned with the hazardous nature of chlorine.

VALVES AND PACKAGING

- The manufacturer or packager shall pack the liquid chlorine in containers that comply in every respect with the current Hazardous Materials Regulations of the DOT (49 CFR 100-177 [Chapter 1, Subchapter C]) for shipment of chlorine. The containers shall be inspected,

reconditioned, cleaned, maintained, and loaded in strict accordance with the latest edition of Chlorine Institute Pamphlet 17. Each container shall have two (2) lead washers of appropriate size wired to each valve on the cylinder.

- All containers shall be carefully examined by the supplier as discussed in Chlorine Institute Pamphlet 17 and in Compressed Gas Association Pamphlet C6 including proper holding of filled containers to check for leaks before filling. Any containers that show evidence of leakage, damage, or corrosion shall be rejected. Chlorine ton containers, valves, valve threads, and valve packings shall be in good mechanical order and shall operate normally with a wrench that is no longer than 8 in. (0.2 m). If the condition of the container and valves does not conform to any recommended practice in the above pamphlets in all applicable respects, the Vendor is to furnish an emergency shipment at the expense of the Vendor within twenty-four (24) hours.

EMERGENCY RESPONSE

- All vendors must demonstrate the ability to react twenty-four (24) hours per day, three hundred sixty-five (365) days per year within a reasonable time to any and all container and valve emergencies, regardless of location, upon request of the District's authorized agent. The District shall not be charged for such response(s) and defective containers shall be replaced by Vendor at no cost to the District.

REJECTION OF ANY SHIPMENT NOT MEETING SPECIFICATIONS

- The District may reject and refuse delivery of any lot of material that is not within the standards noted in the "**QUALITY**" and "**PURITY REQUIREMENTS**" sections of these specifications.
- In the event a shipment or cylinder is rejected for failure to meet specifications, the Vendor is to furnish an emergency shipment at the expense of the Vendor within twenty-four (24) hours.

**BID FORM FOR
ALUMINUM SULFATE WITH POLYMER BLENDS**

TO: General Manager

Dear Sir:

**PURSUANT TO THE FOREGOING CONDITIONS OF BIDDING, THE
UNDERSIGNED AGREES TO FURNISH / COMPLETE AS SPECIFIED BELOW:**

Item No.	Approx. Quantity	Unit	Description	Unit Price	Total Price
1.	1,800,000 (annually)	Lbs.	ALUMINUM SULFATE W/POLYMER BLENDS	<u>ONLINE</u> <u>ONLY</u>	<u>ONLINE</u> <u>ONLY</u>

It is understood and agreed this _____ day of _____, 20____ that the above described item, material and/or equipment, shall carry the standard warranty of the manufacturer, and be delivered on site in accordance with the attached specifications for a twelve (12) month supply of **Aluminum Sulfate with Polymer Blends**, with an option to extend the contract an additional twelve (12) months The undersigned certifies that the bid price submitted during the online reverse auction will be carefully checked and submitted as correct and final.

NOTE: - SDS REQUIRED

Company

Mailing Address

City, State and Zip

Telephone Number

FAX Number

Signed: _____
Name of Officer

Printed: _____
Name of Officer

Title

**BID FORM FOR
LIQUID AMMONIUM SULFATE**

TO: General Manager

Dear Sir:

**PURSUANT TO THE FOREGOING CONDITIONS OF BIDDING, THE
UNDERSIGNED AGREES TO FURNISH / COMPLETE AS SPECIFIED BELOW:**

Item No.	Approx. Quantity	Unit	Description	Unit Price	Total Price
1.	1,500,000 (annually)	Lbs.	LIQUID AMMONIUM SULFATE	<u>ONLINE</u> <u>ONLY</u>	<u>ONLINE</u> <u>ONLY</u>

It is understood and agreed this _____ day of _____, 20____ that the above described item, material and/or equipment, shall carry the standard warranty of the manufacturer, and be delivered on site in accordance with the attached specifications for a twelve (12) month supply of **Liquid Ammonium Sulfate**, with an option to extend the contract an additional twelve (12) months The undersigned certifies that the bid price submitted during the online reverse auction will be carefully checked and submitted as correct and final.

NOTE: - SDS REQUIRED

Company

Mailing Address

City, State and Zip

Telephone Number

FAX Number

Signed: _____

Name of Officer

Printed: _____

Name of Officer

Title

**BID FORM FOR
POLY ALUMINUM CHLORIDE WITH POLYMER BLEND**

TO: General Manager

Dear Sir:

**PURSUANT TO THE FOREGOING CONDITIONS OF BIDDING, THE
UNDERSIGNED AGREES TO FURNISH / COMPLETE AS SPECIFIED BELOW:**

Item No.	Approx. Quantity	Unit	Description	Unit Price	Total Price
1.	92,000 (annually)		POLY ALUMINUM CHLORIDE W/POLYMER BLEND	<u>ONLINE</u> <u>ONLY</u>	<u>ONLINE</u> <u>ONLY</u>

It is understood and agreed this _____ day of _____, 20____ that the above described item, material and/or equipment, shall carry the standard warranty of the manufacturer, and be delivered on site in accordance with the attached specifications for a twelve (12) month supply of **Polly Aluminum Chloride W/Polymer Blend**, with an option to extend the contract an additional twelve (12) months The undersigned certifies that the bid price submitted during the online reverse auction will be carefully checked and submitted as correct and final.

NOTE: - SDS REQUIRED

Company

Mailing Address

City, State and Zip

Telephone Number

FAX Number

Signed: _____
Name of Officer

Printed: _____
Name of Officer

Title

**BID FORM FOR
CATIONIC LIQUID POLYMER**

TO: General Manager
Dear Sir:

**PURSUANT TO THE FOREGOING CONDITIONS OF BIDDING, THE
UNDERSIGNED AGREES TO FURNISH / COMPLETE AS SPECIFIED BELOW:**

Item No.	Approx. Quantity	Unit	Description	Unit Price	Total Price
1.	40,000 (annually)	Lbs.	CATIONIC LIQUID POLYMER	<u>ONLINE</u> <u>ONLY</u>	<u>ONLINE</u> <u>ONLY</u>

It is understood and agreed this _____ day of _____, 20____ that the above described item, material and/or equipment, shall carry the standard warranty of the manufacturer, and be delivered on site in accordance with the attached specifications for a twelve (12) month supply of **Cationic Liquid Polymer**, with an option to extend the contract an additional twelve (12) months The undersigned certifies that the bid price submitted during the online reverse auction will be carefully checked and submitted as correct and final.

NOTE: - SDS REQUIRED

Company

Mailing Address

City, State and Zip

Telephone Number

FAX Number

Signed: _____
Name of Officer

Printed: _____
Name of Officer

Title

**BID FORM FOR
SULFUR DIOXIDE**

TO: General Manager

Dear Sir:

**PURSUANT TO THE FOREGOING CONDITIONS OF BIDDING, THE
UNDERSIGNED AGREES TO FURNISH / COMPLETE AS SPECIFIED BELOW:**

Item No.	Approx. Quantity	Unit	Description	Unit Price	Total Price
1.	50 (annually)	Ton	SULFUR DIOXIDE	<u>ONLINE</u> <u>ONLY</u>	<u>ONLINE</u> <u>ONLY</u>

It is understood and agreed this _____ day of _____, 20____ that the above described item, material and/or equipment, shall carry the standard warranty of the manufacturer, and be delivered on site in accordance with the attached specifications for a twelve (12) month supply of **Sulfur Dioxide**, with an option to extend the contract an additional twelve (12) months. The undersigned certifies that the bid price submitted during the online reverse auction will be carefully checked and submitted as correct and final.

NOTE: - SDS REQUIRED

Company

Mailing Address

City, State and Zip

Telephone Number

FAX Number

Signed: _____
Name of Officer

Printed: _____
Name of Officer

Title

**BID FORM FOR
LIQUID CHLORINE**

TO: General Manager

Dear Sir:

**PURSUANT TO THE FOREGOING CONDITIONS OF BIDDING, THE
UNDERSIGNED AGREES TO FURNISH / COMPLETE AS SPECIFIED BELOW:**

Item No.	Approx. Quantity	Unit	Description	Unit Price	Total Price
1.	600 (annually)	Ton	LIQUID CHLORINE 1- TON CYLINDERS	<u>ONLINE</u> <u>ONLY</u>	<u>ONLINE</u> <u>ONLY</u>

It is understood and agreed this _____ day of _____, 20____ that the above described item, material and/or equipment, shall carry the standard warranty of the manufacturer, and be delivered on site in accordance with the attached specifications for a twelve (12) month supply of **Liquid Chlorine 1-Ton Cylinders**, with an option to extend the contract an additional twelve (12) months The undersigned certifies that the bid price submitted during the online reverse auction will be carefully checked and submitted as correct and final.

NOTE: - SDS REQUIRED

Company

Mailing Address

City, State and Zip

Telephone Number

FAX Number

Signed: _____
Name of Officer

Printed: _____
Name of Officer

Title



ELECTRONIC BID EVENT FORM

Must be completed via DocuSign or emailed to tara.obannon@ebridgeprocurement.com.

Suppliers approved to participate in the Online Event will be provided with a DocuSign version of this form.

Bell County Water Control & Improvement District No. 1 will accept bids for 2025 Water & Wastewater Treatment Chemicals using an Electronic Sealed Bidding Process on Friday, November 22, 2024 at 10:00AM CT in accordance with the specifications and procedures available either with eBridge or Bell County Water Control & Improvement District No. 1. This Electronic Sealed Bidding Event has a preliminary end date and time of Friday, November 22, 2024 at 10:15AM CT plus any possible extensions.

The awarded supplier is obligated to pay a transaction fee to eBridge pursuant to the Terms & Conditions accepted upon placement of initial bid. The fee will be based on the final total purchase price assessed as three percent (3%) of the awarded price. The transaction fee is assessed on the final selling price.

AWARD OF CONTRACT: REJECTION OF BIDS – The Buyer reserves the right to (i) reject any, any part of, or all bids or proposals to fulfill The Buyer’s requirements, (ii) waive informalities and technicalities, (iii) negotiate directly with any party submitting a bid or proposal, or (iv) accept that bid or proposal which The Buyer deems to be in its best interest, whether or not it is the lowest dollar proposal. The Supplier to whom the award is made will be notified at the earliest possible date.

ACCEPTED BY:

COMPANY NAME DATE

CONTACT PERSON TITLE

PHONE NUMBER FAX

BILLING ADDRESS CITY ST ZIP

EMAIL ADDRESS AUTHORIZED REPRESENTATIVE SIGNATURE



IMPORTANT

The following document is included for your review and examination.

Electronic acceptance prior to placing your bid will be required.

EBRIDGE BUSINESS SOLUTIONS, LLC SUPPLIER TERMS AND CONDITIONS

READ THIS AGREEMENT ("AGREEMENT") CAREFULLY BEFORE SELECTING "ACCEPT" OR "DECLINE" BELOW. BY SELECTING THE "ACCEPT" BUTTON, YOU WILL BE PERMITTED TO UTILIZE THE EBRIDGE BUSINESS SOLUTIONS, LLC ("EBRIDGE") INTERNET-BASED STRATEGIC SOURCING SOLUTION ("THE SOLUTION") FOR THE PURPOSE OF PARTICIPATING IN THIS ONE-TIME, ONLINE BIDDING EVENT. YOU WILL BE ALLOWED TO RECEIVE REQUESTS FOR INFORMATION AND QUOTATIONS AND TO SUBMIT BIDS AND PROPOSALS NECESSARY IN PARTICIPATING IN THE ONLINE BIDDING EVENT. BY SELECTING THE "DECLINE" BUTTON BELOW, YOU WILL BE DENIED ACCESS TO THE SOLUTION.

EBRIDGE BUSINESS SOLUTIONS, LLC ("eBridge") does not verify or validate any information provided or representations made by users of the Solution, and makes no warranty of any kind to you concerning any buyer offerings using the Solution. You acknowledge eBridge, its employees, agents, officers and members make no warranty of any kind, either express or implied, regarding the quality, accuracy or validity of any data and information available on the Solution, or residing or passing through its network, other than information and data that is provided directly to you from eBridge.

You further acknowledge any agreement entered into by you as the supplier of goods or services from a participating buyer is an agreement solely with such buyer, and eBridge is in no way a party to or responsible for the performance of such agreement. Therefore:

1) EBRIDGE DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO ANY TRANSACTION ENTERED INTO BETWEEN A PARTICIPATING PERSON OR ENTITY AND A SUPPLIER, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; AND 2) EBRIDGE FURTHER DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, CONCERNING INFORMATION SUPPLIED, OR REPRESENTATIONS MADE, BY ANY BUYER, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OR REPRESENTATION RELATING TO PRODUCT SUITABILITY, SPECIFICATIONS, OR REQUESTED AVAILABILITY, OR THE TRUTHFULNESS OR ACCURACY OF ANY OTHER INFORMATION OR REPRESENTATION MADE OR SUPPLIED BY A BUYER OR ANY OTHER SUPPLIER INVOLVED IN THIS AGREEMENT.

BY SELECTING THE "ACCEPT" BUTTON BELOW, AND BY SUBSEQUENTLY USING THE SOLUTION, YOU AGREE TO COMPLY WITH ALL TERMS AND CONDITIONS SET FORTH BELOW AND WITH ALL INSTRUCTIONS FOR USE POSTED ON THE SOLUTION.

1. Utilization. You are granted a one-time, non-transferable, non-exclusive right to access the Solution through eBridge's website through the use of a password(s) and/or access code(s). Any subsequent rights to access the Solution will require you to accept a new Agreement eBridge reserves the right to terminate your access to the Solution or any or all of its services at any time, if eBridge shall determine, in its sole discretion, you have violated any term(s) of this Agreement with respect to your access to and use of the Solution. In the event of such termination eBridge will notify you immediately.



2. Responsibilities of the Parties. Subject to the terms and conditions of this Agreement, eBridge will make available to you electronic access and use of the Solution, for you to participate in a one-time, online bidding event. eBridge will also provide such other assistance in the way of customer support and service as set forth in this Agreement. It is solely your responsibility when using the Solution to comply with all applicable local, state and federal statutes, ordinances, regulations, and policies governing the sales of goods or services by your company. eBridge shall have no responsibility for ensuring sales of goods or services using this system will comply with such laws, ordinances, regulations, or policies. You, the supplier, in using the Solution, have the responsibility for the bid including, but not limited to, the following:

- Accepting the terms of use contained in the bid documents in advance
- Preparing and assuring the completeness of any bids, quotes, or proposals
- Submitting any bids, quotes or proposals electronically within established deadlines
- Maintaining with the buyer, the security and integrity of the sealed or open bid procurement process
- Participating in any pre-bid conference(s) and tutorial(s) for suppliers prior to an electronic event
- Compliance with all applicable legal requirements
- Establishing and adhering to the terms and conditions of buyer contracts
- Assuring proper authorization to enter into a contract and the proper administration of any resulting contract

You also acknowledge that eBridge's role for procurement activities will include the following:

- Clarifying buyer needs and specifications to the supplier
- Assisting in the completion of comprehensive bid documents
- Hosting telephone tutorials with all suppliers on utilization of the electronic bid process
- Participating in any pre-bid conference(s)
- Hosting the auction event and providing support during the event
- Publishing appropriate results to the users as well as obtaining feedback from participants

3. Conduit Services Only. The Solution provides an Internet conduit through which you may communicate the availability of your goods and services to potential buyers, potential buyers may communicate their procurement needs to you and you may respond to requests for quotations, bids or proposals in online bidding events. You will be entitled only to respond to requests of potential buyers for quotations, bids or proposals if you have accepted the terms and conditions of this Agreement. eBridge makes no representation or warranty of any kind concerning the reputation, reliability or any other matter concerning participating buyers. You must conduct your own inquiries concerning the qualifications and reputation of buyers, and must look only to the buyers with whom you choose to transact business for performance of any agreements with them.

4. Buyer Representations and Warranties. eBridge does not verify or validate the information provided by or any representations or warranties made by buyers on the Solution, and makes no representation or warranty of any kind to you concerning any buyer using the Solution. You shall look solely to the buyer with respect to any buyer-related information or representations and warranties and shall indemnify and hold eBridge harmless from and against any contract, damages or liability that may result from any buyer-related information or representations and warranties.

5. Coded Access. The Solution is available only to persons and entities who have read and agreed to the terms of this Agreement and who have been assigned access code(s) and/or password(s). You agree not to divulge your access codes or passwords to any other person or entity. If you allow either your access code or password to fall into the hands of an unauthorized person, eBridge has no way of detecting unauthorized use of such codes or passwords and is not responsible for such unauthorized use of the Solution. YOU MUST SAFEGUARD THE PASSWORDS AND ACCESS CODES. Unauthorized users of the Solution may be subject to both civil and criminal prosecution under state and federal law.

6. Availability and Operation of the Solution. While every effort will be made to keep the Solution operating during all scheduled hours of operation, no guarantee of uninterrupted operation can be given. You agree the services provided on the



Solution are provided as is and neither you nor your business or agency will have any claim against eBridge as a result of any non-availability of the Solution at a particular time(s) or any failure of the Solution to operate as intended.

7. **Sole Remedy.** If you are dissatisfied with the functionality of the Solution or the services eBridge provides, your sole remedy is to cease using the Solution and/or services. YOU AGREE YOU HAVE, AND WILL HAVE, NO CLAIM OR RIGHT OF ACTION OF ANY KIND AGAINST eBridge RELATED TO YOUR USE OF THE SOLUTION. Without limitation of the foregoing, you waive any right you may have to claim or recover any special, incidental, exemplary, punitive, consequential or other damages (including but not limited to lost profits and business interruption).
8. **Virus.** eBridge shall not be liable for any harm that may be caused by the inadvertent transmission of any computer virus, worm, time bomb, logic bomb, or such other computer program transmitted through the Solution.
9. **Information You Provide.** You agree and warrant that any information you provide about yourself or your organization or your agents when registering to use the Solution or subsequent to registration, is accurate, current and complete and you will maintain and update that information to ensure that it remains true, accurate and complete. If eBridge suffers any claim or incurs any liability as a result of information entered into the Solution by users of your account, you and your agency or business will indemnify eBridge against such claim or liability including costs and attorney fees incurred in defending against it.
10. **Security.** eBridge uses industry-standard security measures to safeguard any information you may provide to us on our website. You, your organization and/or your agents are responsible for managing your internal security by safeguarding password(s) and establishing your own internal security procedures, as you would for paper-based procurements, to assure the proper use of the Solution. In the event of any compromise in the security of the Solution, you shall immediately report the same to eBridge and a new password will be assigned for your use. However, perfect security does not exist on the Internet, and eBridge does not and cannot guarantee that information will remain secure.
11. **Fees.** The design, maintenance and operation of the Solution require substantial costs and investment incurred by eBridge. Thus, a transaction fee based on the total final purchase price stated upon award will be charged to the awarded supplier. Said fee will be assessed to the awarded supplier at the rate stated in the Electronic Bid Event Form. All fees are to be paid to eBridge by the awarded supplier in the following manner:
 - **Definitive Bids:** Payment is made once delivery is made to the buyer and awarded supplier is paid by the buyer
 - **Construction and Public Works Bids:** Payment is to be made in full to eBridge upon supplier's receipt of initial progress, first percentage completion or mobilization payment
 - **IDIQ (indefinite dates, indefinite quantity) Bids:** Payment will be made on monthly transactions based upon actual purchases made during the month. This agreement is binding on all renewable and/or evergreen/roll-over contracts until and unless such time buyer re-bids same in a manner consistent with acceptable procurement procedures

Suppliers will ensure this transaction fee is included in every bid they submit before or during an auction. You further acknowledge any payment made by a buyer with respect to a sale in which you were the winning bidder, whether or not such payment is made directly to you or a third party, will cause you to be immediately liable to eBridge for the transaction fee. Because these fees are expected to be INCLUDED in your pricing, they shall not be delineated in your invoicing to the buyer.

Any and all subsequent orders resulting from this specific electronic bid for like equipment, services or materials are subject to these terms and conditions.

12. **Disclosures.** You acknowledge by using the Solution, you agree to provide to eBridge accurate and complete information regarding: (a) any agreement entered into by you with a participating buyer through any online bidding event conducted



through the Solution, (b) the final price agreed upon between you and the participating buyer with respect to any product or service sold to such buyer, and (c) the date payment (whether a payment in full or a partial or installment payment) is delivered to you by any buyer pursuant to any agreement entered into by you with a participating buyer through any online bidding event conducted on the Solution or through the Solution. You are to provide this information to eBridge immediately upon becoming aware of such information. eBridge relies upon your delivery of such information for the calculation and payment of its fees as set forth in Section 11.

- 13. Privacy Policy.** eBridge shall have the right to monitor the Solution electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other government request, to operate its service properly, or to protect itself or its users. eBridge reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in eBridge's sole discretion, are unacceptable or in violation of this Agreement.

The information eBridge receives is determined by your activities when using the Solution. If you use the Solution to read or download information, eBridge collects and stores the following information about you: the name of the domain and host through which you access the Internet and the date and time you access the Solution. eBridge uses this information to measure the number of visitors to different sections of the Solution, so that eBridge can make the Solution more useful to visitors. If you actively participate in using or providing any of the services offered through the Solution, we collect and store the personally identifiable information needed to facilitate this participation (typically your name, agency or company name, mailing address, email address and telephone).

If you wish to use a link to another website or to do business with another user of the Solution, you may be asked by the other user to provide certain confidential information. eBridge shall not be responsible for any loss or damage of any kind, nature or amount incurred as a result of any such disclosure to another user through the Solution. You may choose to send personally-identifying information to other websites you have linked to through the Solution. eBridge does not control the collection or use of this information, and makes no representations or warranties about the privacy or other policies of any other websites.

- 14. Reselling or Transfer.** You agree not to sell, transfer, or assign your right to use the Solution to anyone, and you will not allow your access code or password to be used by any other agency or unauthorized person. If the Solution is used by another person using your access code or password, you will be responsible for and shall indemnify and hold eBridge harmless from and against any contract, damages or liability that may result from the use of your access code or password.
- 15. Access to Internet.** You agree that in order to use the Solution you must: (a) provide and pay for your own access to the Internet, and (b) provide and pay for all equipment necessary for you to make the connection to the Internet.
- 16. Interference with Others.** You agree not to use the Solution in a manner that would restrict or inhibit any other party's use of such services.
- 17. Links to Other Websites.** The Solution may link you to other sites on the Internet. These links are provided for your convenience but the websites to which the links connect are not under eBridge's supervision or control. You acknowledge and agree that the linking of the Solution to other websites does not constitute any endorsement of such websites by eBridge, and eBridge shall not be responsible for the legality, accuracy or any other aspect of the operation or content of any websites to which links are provided.
- 18. Copyright - How You May Use the Content of the Solution.** The content of the Solution (the "Content") is protected by intellectual property laws of both the United States and foreign jurisdictions. You may download, use, and copy the materials found on the Solution for your internal business use only, provided that all copies of the Content must bear any copyright, trademark, or other proprietary notice located on the Solution which pertains to the material being copied. The Content may not be republished or reprinted in whole or in part. Except as authorized in this paragraph, you are not granted a license under any copyright, trademark, patent, or other intellectual property right in the material or the services, processes, or technology described therein. All such rights are retained by eBridge and/or any third party owner of such



rights. You may not sell or modify the Content or reproduce, display, publicly perform, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use of the Content on any other website or in a networked computer environment for any purpose is prohibited. None of the Content, including any software, may be reverse engineered, disassembled, decompiled, reproduced, transcribed, stored in a retrieval system, translated into any language or computer language, retransmitted in any form or by any means, resold, or redistributed without the prior written consent of eBridge, except as described herein. Nothing in this paragraph prohibits you from printing, using or reproducing any records or reports of transactions using the Solution.

- 19. Framed Links.** You may not create framed links to the Solution without the prior written consent of eBridge.
- 20. Modification.** eBridge, in its sole discretion, has the right to modify this Agreement at any time. However, any such modification shall not affect the terms of any online bidding events already completed or in process. Any modification is effective upon either posting notice of such modification on eBridge's website or upon notice by mail. Your continued use of the Solution following notice of any modification to this Agreement shall be conclusively deemed an acceptance of all such modifications.
- 21. Non-Circumvention.** You agree you will not, directly or indirectly, take any action which circumvents or attempts to circumvent the intent or purpose of this Agreement. Further, you agree that once you electronically viewed or received a specific request for quotations from a buyer, you will not, directly or indirectly, enter into any agreement related to your quotations for this specific event with such buyer outside the Solution to include paper bids or verbal negotiation which would result in your failure to pay to eBridge the fee(s) set out in Section 11 hereof. You agree to maintain confidentiality between the buyer, you, your representatives, your company and its agents and suppliers and eBridge regarding the submission of quotations and subsequent pricing before and during the auction event.
- 22. Governing Law.** This Agreement and the rights of the parties to this Agreement shall be governed by and interpreted in accordance with the laws of the state in which the Buyer resides, without regard to or application of its conflict of laws principles.
- 23. Partial Enforceability.** If any provision of this Agreement, or the application of any provision to any person, entity or circumstance shall be held invalid, illegal or unenforceable, then the remainder of this Agreement, or the application of that provision to persons, entities or circumstances other than those with respect to which it is held invalid, illegal or unenforceable, shall not be affected thereby.
- 24. Entire Agreement.** This Agreement represents the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous written or oral agreements, negotiations, correspondence, undertakings and communications between such parties representing such subject matter.
- 25. No Consequential Damages.** Except as prohibited by law, each party hereto waives any right it may have to claim or recover any special, exemplary, punitive or consequential (including business interruption), or any damages other than, or in addition to, actual damages.
- 26. Headings.** The headings in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.