2027
BID FOR
LIQUID AMMONIUM SULFATE

REQUEST FOR BIDS
For
Liquid Ammonium Sulfate

Invitation to Bidders

Bell County Water Control & Improvement District No. 1 (District) is soliciting sealed bids for a twelve (12) month contract supply of **Liquid Ammonium Sulfate** for use at its water plants in Belton and Salado, Texas.

Bid Packets

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

Sealed Bids must be delivered to:

Trevor Butler, 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: Liquid Ammonium Sulfate

Closing Time:

2:00 pm
November 17, 2026

Bids received after the closing will not be accepted.

Questions should be addressed to:

JD Dominguez and/or Rosario "Rossy" Montalvo
j.dominguez@wcid1.org / r.montalvo@wcid1.org or 254-939-2481
Bell County Water Control & Improvement District No.1
201 S. 38th Street
Killeen, TX 76543

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. 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 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.

2. BID FORMAT: All bids 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. Number of each addendum received, if any, must be shown on Page #2 of the Bid Form. Altered or incomplete Bid Forms or use of substitute formats will render the bid non-responsive. No marginal notes of any description on the bidding blanks will be allowed. All prices and notations should be **printed in ink or typewritten.** Errors should be crossed out, corrections entered and initialed by the person signing the bid. No bid shall be altered or amended after the time specified for opening.

3. MISTAKES AFTER BID OPENING: Ambiguous bids which are uncertain as to terms, delivery, quality or compliance with specifications may be declared as non-responsive or otherwise discarded. Bids 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 bid opening excluding Saturdays, Sundays and Legal Holidays. Under no circumstances can a Bidder be allowed to raise their unit price(s) as contained in the initial bid. 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.

4. WITHDRAWAL OF BIDS BEFORE OPENING/HOLDING OF BIDS: Any Bidder may withdraw his/her bid prior to bid opening deadline. Bids or withdrawal requests received after the time advertised for bid opening will be void, regardless of when they were mailed. Bids may be held by the District for a period not to exceed forty-five (45) days from the date of the opening of bid 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.

5. 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.

6. 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 Vendor/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.

7. 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.

8. 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.

9. 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.

10. CLARIFICATION/SUBSTITUTION REQUEST: Bidders requiring additional information may submit their question(s) in writing to the attention of the General Manager as listed. Any inquiry received at least five (5) or more working days prior to the date fixed for the opening of bids 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.

11. 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.

12. PROPRIETARY INFORMATION: Bidders are to visibly mark as "Confidential" each part of their bid which they consider to be proprietary information.

13. COMPLIANCE WITH LAWS: By submission of a bid, 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 with the Department any aspects of the procurement, without prior approval of the General Manager responsible for the procurement.

14. 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.***

15. 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 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.

16. AWARD OF CONTRACT: The District reserves the right to reject any and all bids, 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 bids.

Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

In evaluating bids, the District shall consider the qualifications of the Bidders, whether or not the bids comply with the prescribed requirements and alternates and unit prices if requested in the Bid Forms. 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 bid and to establish the responsibility, qualifications and financial ability of the Bidders. The District reserves the right to reject the bid 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.

17. 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.

18. ASSIGNMENT: The Vendor shall not sublet, assign, nor by means of a stock transfer or sale of its business, assign or transfer this Contract without written permission from the District

BELL COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 1

SPECIFICATIONS
FOR
LIQUID AMMONIUM SULFATE

GENERAL

These specifications cover the furnishing of Liquid Ammonium Sulfate for use in potable water treatment for a twelve (12) month period with the option to extend the Contract an additional twelve (12) months. **(The bid price shall include all freight charges, delivery charges, hazmat fees, and any other charges incurred in the delivery and unloading of Liquid Ammonium Sulfate to the Water Treatment Plants).** The Bid Price shall be F.O.B., Bell County Water Control & Improvement District No. 1 Water Treatment Plant located at 5200 Water Works Road/Lake Belton, Belton, Texas 76513 **and/or** the Stillhouse Water Treatment Plant located at 10461 Cedar Knob Church Road, Salado, Texas 76571. 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.

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.

All Bidders must supply the Department, upon request, one (1) Certified Analysis performed by a third party independent analytical laboratory and signed by said laboratory's management and analyst. Such analysis is to be used, if deemed necessary by Department, for comparative purpose.

Each sheet submitted should be identified by the Bidder's complete Company Name and Formal Bid Name.

SPECIAL CONDITIONS

Liquid Ammonium Sulfate 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.

BIDDING AND AWARD

All Bidders are to include any and all Hazardous Fee Assessments and/or Environmental Fees with their total bid price.

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

SAFETY DATA SHEETS (MSDS)

All Vendors should submit with their bid, most current copies of the required Safety Data Sheet (OSHA Form 3514), manufacturer's safety data sheet, or such other sheet which contains the same information as the OSHA Form 3514 for each product bid. Should these forms be omitted from the bid, vendor promises to deliver said forms 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 accompany each shipment. Safety Data Sheets shall conform to the format in OSHA (HCS) (29 CFR 1910.1200 (g)) (2012 Revision).

SILENCE OF SPECIFICATIONS

The apparent silence of these 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.

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.

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.

If the Vendor is unable to perform the requested delivery as described in this document, the District shall purchase the chemical wherever available, and the vendor must pay the District the difference in the amount.

All deliveries of liquid ammonium sulfate shall be freight prepaid, FOB Destination to the Water Treatment Plants at 5200 Waterworks Road, Belton, Texas 76513 and/or 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.

DELIVERY cont'd

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.

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 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.

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:

Sulfuric Acid Diammonium: 38 – 40% (wt % dry salt)
Ammonium Sulfate Solution: 10.0%
Appearance: Clear, pale yellow liquid
Odor: None
Solubility in Water: Complete
Specific Gravity: 1.21 - 1.23
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.

SOURCE OF SUPPLY

The Vendor is to furnish the following information with his/her bid:

- Name, address, phone number and contact person of the original producer.
- Actual site(s) of material production.
- 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.

SOURCE OF SUPPLY cont'd

If material is a by-product, what is the nature of the original process and is there any potential danger of contamination. This section is not to be interpreted as a requirement for detailed proprietary process information disclosure. Simple basic information as to the safety and basic nature of the process is all that is required.

Notification of change of ownership of original producer during contract period is to be reported to the District at least sixty (60) days in advance of transfer of ownership.

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.

BID FORM FOR

LIQUID AMMONIUM SULFATE

TO: General Manager

Dear Sir:

PURSUANT TO THE FOREGOING CONDITIONS OF BIDDING, THE UNDERSIGNED AGREES TO FURNISH LIQUID AMMONIUM SULFATE AS SPECIFIED BELOW:

Item No.	Approx. Quantity	Unit	Description of Item w/Unit Bid Price Written in Words	Total Amount Cost (Bid Price x Annual Quantity)
1.	**1,500,000 (annually)**	**Lbs.**	**Liquid Ammonium Sulfate** **$__ . _____/Lb.** _____ **(written) Cost Per Pound**	**$_____**

It is understood and agreed 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 beginning **January 1, 2027**, with an option to extend the contract an additional twelve (12) months; for the sum of_____Dollars. The undersigned certifies that the bid price contained in the foregoing proposal has been carefully checked and is submitted in duplicate as correct and final this_____day of_____, 20_____.

NOTE: Safety Data Sheet REQUIRED

Company

Mailing Address

City, State and Zip

Telephone Number

FAX Number

Signed: _____

Name of Officer

Printed: _____

Name of Officer

Title