2027
BID FOR
SULFUR DIOXIDE
CONTRACT

REQUEST FOR BIDS
For
Sulfur Dioxide

Invitation to Bidders

Bell County Water Control & Improvement District No. 1 (District) is soliciting sealed bids for a twelve (12) month contract supply of **Sulfur Dioxide** for use at its wastewater plant in Killeen, 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: Sulfur Dioxide

Closing Time:

2:00 pm
November 17, 2026

Bids received after the closing will not be accepted.

Questions should be addressed to:

Ernesto Ortiz
e.ortiz@wcid1.org
201 S. 38th Street
Killeen, TX 76543
254.501.9243

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
WASTEWATER TREATMENT PLANT

SPECIFICATIONS FOR SULFUR DIOXIDE

GENERAL

These specifications cover the furnishing of Sulfur Dioxide 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 Sulfur Dioxide to the Wastewater Treatment Plant.)** The Bid Price shall be F.O.B., Bell County Water Control & Improvement District No. 1, Wastewater Treatment Plant located at 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.

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

Sulfur Dioxide 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 (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 accompany each shipment.

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 practices 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

The item 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.

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

Sulfur Dioxide	99.9%
Specific Gravity of Liquid at 0°C	1.434
Specific Gravity of Liquid at 80°F	1.363
Vapor Density	2.26
Molecular Weight	64.06
Odor	Pungent

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 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.

DELIVERY

The Vendor 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.

Deliveries are to be made to the District Wastewater Treatment Plants, 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.

NON-DELIVERY PENALTY

The Vendor agrees that if for any reason, at any time, they are unable to deliver the material 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 seven (7) calendar days after notification, the District shall be authorized to purchase such material wherever available, and the Vendor agrees to pay the District the amount, including freight charges paid by the District over the bid price including all Administration Costs.

MARKING

Each container shall be marked to clearly identify the contents and shall bear the current proper labeling and precautionary information required by the USDOT, USEPA, and other applicable regulatory agencies. Sulfur Dioxide is classified as a nonflammable, compressed gas by the USDOT.

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.

OTHER

Vendor agrees by his bidding to assure a confirmed and reliable year round supply of product and to take into consideration the fact that the usage of Sulfur Dioxide in water treatment is principally a constant rate process being affected only by feed equipment failure or significant variations in water supply demand.

BASIS FOR REJECTION

The rejection of a shipment will be at the District's option as follows:

- Specific Gravity at 80°F less than 1.300
- Sulfur Dioxide less than 99.9%
- Visible suspended material present
- 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.

INVOICING

All invoices shall be itemized as to quantity, part number and description. In addition, invoices must show the name of the Department, Division or Section to which the merchandise was delivered, and the District's Purchase Order Number.

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

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

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 all rights 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.

TERMINATION OF AGREEMENT

This 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.

DEMURRAGE

The District will not be responsible for demurrage on any shipments. The District will not pay for unused/used containers on site

INDEMNIFICATION

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.

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.

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 of Item w/Unit Bid Price Written in Words	Total Price	Amount
1.	**50 (annually)**	**Ton**	**Sulfur Dioxide**		
			$__ . _____/LB.		
			_____ (written) Cost Per Pound	**$_____**	**$_____**
		and	**_____ (written) Cost Per Ton**	**$_____**	**$_____**
				Grand Total	**$_____**

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 12 month supply of Sulfur Dioxide beginning **January 1, 2027** with an option to extend the contract an additional 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