

Primary Responses

Success: All data is valid!

						Numeric	
Status	Bid/No Bid Decision	#	Item	Quantity Required	Unit of Measure	Unit Price	Total Cost
Not Bidding	No Bid	#0-1	ACTIVATED CARBON	40	TON		-
Success: All values provided	Bid	#0-2	ANHYDROUS AMMONIA	15	TON	\$ 10,000.00	\$ 150,000.00
Success: All values provided	Bid	#0-3	LIQUID SULFUR DIOXIDE	60	TON	\$ 2,088.99	\$ 125,339.40
Not Bidding	No Bid	#0-4	MAGNIFLOC POLYMER	5500	GALLON		-
Success: All values provided	Bid	#0-5	SODIUM HYPOCHLORITE(Bleach)	14000	GALLON	\$ 4.00	\$ 56,000.00
Not Bidding	No Bid	#0-6	CATIONIC POLYMER	13200	POUND		-
Success: All values provided	Bid	#0-7	LIQUID FERRIC SULFATE	800	TON	\$ 400.00	\$ 320,000.00
Success: All values provided	Bid	#0-8	CALCIUM HYPOCHLORITE(HTH)	10000	POUND	\$ 2.81	\$ 28,100.00
Success: All values provided	Bid	#0-9	LIQUID AMMONIUM SULFATE	30000	POUND	\$ 1.00	\$ 30,000.00
Not Bidding	No Bid	#0-10	HYDRATED LIME - BULK	200	TON		-
Not Bidding	No Bid	#0-11	LIQUID CHLORINE	337	TON		-
Basket Total							\$ 709,439.40
Grand Total							\$ 709,439.40

**CITY OF LEWISVILLE
PURCHASING DIVISION**

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS: These instructions apply to all bids and become a part of the terms and conditions of any bid submitted.

BIDS must not be faxed, but are to be submitted to the City in one of the following manners:

- A. **Electronic Receipt:** Bidders are encouraged to submit bids to the City through Bonfire. The City is a member of this electronic bidding platform and the submittal of bids to the City is at no cost to the bidder. The internet site is www.gobonfire.com.

or

- B. **Paper Bid Receipt:** Paper bids may be submitted to the City. Bidders are to submit the original and one PDF copy of the bid on a flash drive in a sealed envelope to the Purchasing Division prior to response due date/time. The sealed envelope is to be marked on the outside with the bidder's name, address, the bid invitation number, and closing date recorded on the bottom left corner of the envelope.

Address to:

City of Lewisville
Finance Administration - Purchasing Division
751 E. Valley Ridge Blvd.
Lewisville, Texas 75057

Sealed bids must be submitted in sufficient time as to be received and time stamped at the above location on or before the published bid date and time shown on the bid invitation. Bids received after submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Lewisville is not responsible for lateness of mail carrier, etc.

BID: The bidder should quote its lowest and best price, F.O.B. destination on each item bid. If delivery and shipping quantities affect unit bid price, multiple bids may be made so as to indicate "price break" quantities in order for the City to determine maximum economic benefits. Pricing for paper bids shall be entered on the Bid Sheet in ink or typewritten. Totals shall be entered in the "Total Price" column of the Bid Sheet. In all cases of discrepancy between unit price and extended price, the unit price will be presumed to be correct.

MAKE-MODEL Items must be the best and latest model available of the type specified. If the bid invitation indicates a specific brand of product, the brand listed is deemed to be descriptive and not restrictive and is used to indicate the type and quality level desired for comparison purposes. Bidders may offer an approved equal to the brand listed, unless otherwise noted. The City shall make the final determination as to the brand offered being an approved equal to the brand listed. A Complete catalog or brochure showing in detail the item offered must accompany the bid.

SPLIT-AWARD: Bidders may furnish pricing for all or any portion of the bid invitation. Unless the bidder specifies otherwise in his bid, the City may award the contract for any item or group of items shown on the bid invitation.

BID FORMS: Bids submitted on other than City forms, whether electronic or paper, or with different terms or provisions may not be considered as responsive bids.

Bids must be held firm for ninety (90) days to allow for evaluation unless otherwise noted in the bid document.

F.O.B./DAMAGE: Quotations shall be bid F.O.B. Inside Delivery, Municipal Facility, Lewisville, Texas, and shall include all delivery and packaging costs. The City of Lewisville assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.

INVOICES: Invoices must be submitted by the successful bidder in duplicate to the City of Lewisville Accounts Payable, P O Box 299002, Lewisville, TX 75029-9002 or may be emailed to: accountspayable_col@cityoflewisville.com.

TAXES: The City of Lewisville is exempt from Federal Manufacturer's Excise, and State Sales taxes. TAX MUST NOT BE INCLUDED IN BID. Tax exemption certificates will be executed by the City and furnished upon request.

PRICING: Bids should be firm. If the bidder, however, believes it necessary to base its price on price adjustment, such a bid may be considered, but only as an alternate bid.

PAYMENT TERMS: Payment terms are net 30 days after the goods are provided or services are completed, as required, or a correct invoice is received, whichever is later.

DELIVERY PROMISE - PENALTIES: Bids MUST show the number of calendar days required to place the materials in the possession of the City. DO NOT quote shipping dates. Consistent failure of a bidder to meet his delivery promises without valid reason may be cause for removal from the Bidder's List. When Delivery delays can be foreseen, the bidder shall give prior notice to the Purchasing Division which shall have the right to extend the delivery due date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the Purchasing Division to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.

PACKAGING: Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free delivery and storage.

CORRESPONDENCE: The bid number must appear on ALL correspondence, inquiries, etc. pertaining to the bid.

DELIVERY TIMES: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility.

PATENT RIGHTS: The Vendor agrees to indemnify and hold the City harmless from any and all claims involving patent right infringement or copyrights on goods supplied.

EVALUATION: Response to the specification in this bid is of primary importance in determining the lowest responsible bid.

BID AWARD: Bids will be awarded either on Lowest Responsible Bid or Best Value. The Criteria used to determine Best Value is as follows:

- Purchase Price
- The reputation of the bidder and of the bidder's goods and service
- The quality of the bidder's goods or services
- The extent to which the goods or services meet the municipality's needs.
- The bidder's past relationship with the municipality.
- The impact on the ability of the city to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities.

The total long-term cost to the city to acquire the bidders good or services (Life Cycle Costing).

Any other relevant factors that a private business would consider in selecting a bidder.

FUNDING: The City of Lewisville is a home-rule municipal government operated and funded on an October 1 to September 30 Fiscal Year; accordingly, the City reserves the right to terminate, without liability to the City any contract for which funding is not available.

RESERVATIONS: The City expressly reserves the right to:

- A. Waive as an informality, minor deviations from specifications.
- B. Waive any defect, irregularity or informality in any bid or bidding procedure.
- C. Reject or cancel any or all bids.
- D. Reissue a bid invitation.
- E. Extend the bid opening time and date.
- F. Procure any item by other means.
- G. Increase or decrease the quantity specified in the bid invitation, unless the Bidder specifies otherwise.
- H. Consider and accept an alternate bid as provided herein when most advantageous
- I. to the City.

ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.

AUDIT: The City of Lewisville reserves the right to audit the records and performance of the successful bidder during the term of the contract and for three years after the contract is completed.

PROTESTS: All protests regarding the bid solicitation process must be submitted in writing to the City Purchasing Manager within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties with the bidding process.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Council by contacting the City Secretary.

Failure to Protest within the time allotted shall constitute a waiver of any protest.

ALTERING BIDS: Bid cannot be altered or amended after submission deadline. Any interlineation, or alteration made before opening time for sealed bids must be initialed by the signer of the bid, guaranteeing authenticity.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Lewisville.

ADDENDA: Any interpretations, corrections or changes to this Invitation for Bid and Specifications will be made by ADDENDA. Sole authority to issue addenda shall be vested in the City of Lewisville. Bidders shall acknowledge receipt of all addenda on bid form.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

- Have adequate financial resources, or the ability to obtain such resources as required;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award; and
- The City of Lewisville may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

BIDDER SHALL PROVIDE with this bid response, all documentation required. Failure to provide this information may result in rejection of bid.

SUCCESSFUL BIDDER SHALL defend, indemnify and save harmless the City of Lewisville and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions, or other claims of any character,

name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City of Lewisville and participating entities growing out of such injury or damages.

TERMINATION FOR DEFAULT: The City of Lewisville reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to 1) meet delivery schedules, or 2) otherwise perform in accordance with these specifications. Breach of contract or default authorizes the City to award to another bidder. Purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

TESTING: Testing may be performed at the request of the City without expense to the City.

REMEDIES: The successful bidder and City of Lewisville agree that each party have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Denton County, Texas.

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial products and practices are to prevail. All interpretations of the specifications in this bid shall be made on the basis of this statement.

DEVIATIONS from specifications and alternate bids must be clearly shown on the bid form with complete information attached to form. They may or may not be considered.

NO EMPLOYEE of the City of Lewisville who has a financial interest in a prospective vendor shall participate in submitting a bid or proposal to conduct work for the City.

NO EMPLOYEE of the City of Lewisville shall receive any compensation for or as a result of a contract for goods or services purchased by the City if that employee was in a position to influence the City with respect to the contract.

ELIGIBLE BIDDER: Bidders are limited to those persons or firms who are qualified and engaged in a full-time business and can assume liabilities for any performance or warranty service required.

REJECTED ITEM(S): Item(s) that are rejected for failure to meet prescribed minimum specifications shall be returned to the supplier at no cost to the City of Lewisville.

INDEMNITY: The City of Lewisville will not accept a contract that contains any provision causing the City of Lewisville to indemnify the vendor for any reason.

VENDOR AGREEMENT: Any vendor agreements (service, maintenance, etc.) to be signed by the City of Lewisville must be submitted with your bid.

EXHIBIT A

PURCHASE ORDER TERMS & CONDITIONS

Seller and Buyer agree to comply with the following terms and conditions. These Terms and Conditions along with the purchase order shall constitute a contract between the Seller and Buyer upon the Seller issuing an invoice and/or providing any of the goods and services described in the purchase order. In the event of a conflict between these Terms and Conditions and a separate written agreement between the Seller and Buyer, the terms of the separate written agreement shall prevail.

1. SELLER TO PACKAGE GOODS: Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase order release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED: Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3. TITLE AND RISK OF LOSS: The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

4. DELIVERY TERMS AND TRANSPORTATION CHARGES: F.O.B. Inside Delivery, Municipal Facility, Lewisville, Texas, and shall include all delivery and packaging costs. The Buyer assumes no liability for goods delivered in damaged or unacceptable condition. The Seller shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by Seller of damage.

5. NO REPLACEMENT OF DEFECTIVE TENDER: Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Seller may notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

6. PLACE OF DELIVERY: The place of delivery shall be that set forth on the purchase order. Any change thereto shall be effected by modification as provided for in Clause 20, "Modifications", hereof. The terms of this contract are "no arrival, no sale".

7. INVOICES AND PAYMENTS: (a) Seller shall submit separate invoices on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight weigh bill when applicable, should be attached to the invoice. Mail to: City of Lewisville Accounts Payable, PO Box 299002 Lewisville, Texas 75029-9002. Payments shall be made thirty days after the goods are delivered to the Buyer, or a correct invoice is received, whichever is later. Suppliers should keep the Accounts Payable Office advised of any changes in remittance addresses. (b) Buyer's obligation is payable only and solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Seller by Buyer. (c) Do not include Federal Excise, State or City Sales Tax. Buyer shall furnish tax exemption certificate, if required.

8. GRATUITIES: The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of the City of Lewisville with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

9. SPECIAL TOOLS AND TEST EQUIPMENT: If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

10. WARRANTY PRICE: (a) The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. (b) The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

11. WARRANTY PRODUCTS: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

12. SAFETY WARRANTY: Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at Seller's expense.

13. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS: As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this contract will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing within two weeks after the signing of this contract. If Buyer does not receive notice and is subsequently held liable for the infringement of the like, Seller will save Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.

14. RIGHT OF INSPECTION: Buyer shall have the right to inspect the goods at delivery before accepting them.

15. CANCELLATION: Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

16. TERMINATION: The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer set forth in Clause 15, herein.

17. FORCE MAJEURE: If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the

obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability.

18.ASSIGNMENT DELEGATION: No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

19.WAIVER: No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.

20.MODIFICATIONS: This contract may be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents. This shall include any change orders.

21.INTERPRETATION PAROLE EVIDENCE: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.

22.APPLICABLE LAW: This contract shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this contract.

23.ADVERTISING: Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

24.RIGHT TO ASSURANCE: Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

25.VENUE: Both parties agree that venue for any litigation arising from this contract shall lie in Denton County, Texas.

26.DISCLOSURE: Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City of Lewisville must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at <http://state.tx.us>, must be filed with the City Secretary of the City of Lewisville no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of Lewisville or submits to the City of Lewisville an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Lewisville. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code

Seller should consult with legal counsel if you have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the City of Lewisville to comply with the filing requirements of Chapter 176.

27. INDEPENDENT CONTRACTOR: Seller shall be considered an independent contractor and not an agent, servant, employee, or representative of Buyer in the performance of the work. No term or provision herein or act of the Seller shall be construed as changing that status.

28. TERMINATION FOR DEFAULT: Buyer reserves the right to enforce the performance of any Purchase Order in any manner prescribed by law or deemed to be in the best interest of Buyer in the event of breach or default. The Buyer reserves the right to terminate any purchase order and/or agreement with the Seller in the event the Seller fails to: (a) meet delivery schedules, or (b) otherwise perform in accordance with these terms and conditions.

29. PROTESTS: All protests regarding the solicitation process must be submitted in written form to the Purchasing Manager within five (5) working days following the opening of bids/proposals. This includes all protests relating to legal advertisements, deadlines, bid/proposal openings, and all other related procedures under the Local Government Code

Post-award protests must be submitted in written form to the City Manager within five (5) working days after award. The protest must include, at a minimum, the name of protester, bid/proposal number or description of goods or services, and a statement of grounds for protest.

30. INDEMNIFICATION: SELLER AGREES TO DEFEND, INDEMNIFY AND HOLD BUYER, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY SELLER'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY SELLER, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS CONTRACT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF BUYER, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE SELLER AND BUYER, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO BUYER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

31. SEVERABILITY: In case any one or more of the provisions contained in these Terms and Conditions shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and these Terms and Conditions shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

32. IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C 1324a): The Buyer supports the Immigration Reform and Control Act (IRCA), which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Seller and its subcontractors shall at all times during the term of the contract with the Buyer comply with the requirements of IRCA and shall notify the Buyer within fifteen (15) working days of receiving notice of a violation of IRCA. The Seller also warrants that it has not had an IRCA violation within the last five (5) years. The Buyer may terminate a contract with the Seller if the Buyer determines that (a) the Seller or its subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years or (b) the Seller or its subcontractors fail to timely notify the Buyer of an IRCA violation.

33. ADA COMPLIANCE: All goods and services provided to the Buyer must be compliant with the Americans with Disabilities Act and any amendments thereto (the "ADA") and all regulations promulgated pursuant to the ADA. Seller will be required to certify compliance, if required under the law or otherwise required by the Buyer.

34. PROTECTION OF RESIDENT WORKERS: The Buyer actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Seller shall establish appropriate procedures and controls so no services under the contract will be performed by any worker who is not legally eligible to perform such services or employment. The Buyer reserves the right to audit Seller's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services under the contract. The audit will be at the Buyer's expense.

35. TEXAS GOVERNMENT CODE CHAPTER 2252. Pursuant to Texas Government Code Chapter 2252, Subchapter F, Consultant affirms, by entering into this Agreement, that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to Iran, Sudan, or a foreign terrorist organization.

36. TEXAS GOVERNMENT CODE CHAPTER 2271. Pursuant to Texas Government Code Chapter 2271, Consultant affirms that execution of this Agreement serves as written verification that Consultant: (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the Agreement. This section shall not apply if Consultant employs fewer than ten (10) full-time employees, or if the funds to be paid wholly or partly from public funds of the City under this Agreement are less than \$100,000.00.

37. TEXAS GOVERNMENT CODE CHAPTER 2274. Pursuant to Texas Government Code Chapter 2274, Consultant verifies the following:

- A. Consultant: (1) does not boycott energy companies, as defined by Texas Government Code Section 809.001; and (2) will not boycott energy companies during the term of this Agreement.
- B. Consultant: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as those terms are defined in that chapter; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

This section shall not apply if Consultant employs fewer than ten (10) full-time employees, if the funds to be paid wholly or partly from public funds of the City under this Agreement are less than \$100,000.00, or if this Agreement is otherwise exempted from the requirements of Texas Government Code Chapter 2274.

CITY OF LEWISVILLE PURCHASING DIVISION

ADDITIONAL TERMS

ANTI-LOBBYING PROVISION

During the period between proposal / sealed bid submission date and the contract award, proposers, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the City of Lewisville City Council or City staff except during City-Sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

This provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. This policy is intended to create a level playing field for all potential offerors, assure that contract decisions are made in public, and to protect the integrity of the RFP / Bid Evaluation process. Violation of this provision may result in rejection of the offeror's proposal.

LAWS AND ORDINANCES

Laws and Ordinances: The Contractor shall always observe and comply with all Federal, State and local laws, ordinances and regulations which in any manner affect the Contract or the work and shall indemnify and save harmless the City against any claim arising from the violation of any such laws, ordinances and regulations whether by the Contractor or his employees.

PROTECTION OF RESIDENT WORKERS

Protection of Resident Workers: The City of Lewisville actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor and its Subcontractors shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit Contractor's or Subcontractor's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services or manufacturing products under the Contract Documents. The audit will be at the City's expense.

IMMIGRATION REFORM AND CONTROL ACT

Immigration Reform and Control Act (8 U.S.C. §1324a): The City of Lewisville supports the Immigration Reform and Control Act (IRCA) which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Contractor shall submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that it has not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Contractor shall ensure that its Subcontractors submit a declaration signed under penalty of perjury of the laws of the State of

Texas stating that they have not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Contractor and its Subcontractors shall at all times during the term of the contract with the City comply with the requirements of IRCA and shall notify the City within fifteen (15) working days of receiving notice of a violation of IRCA. The City may terminate a contract with the Contractor if the City determines that (a) the Contractor or its Subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years; (b) if the Contractor fails to ensure that its Subcontractors submit the aforementioned declaration; or (c) the Contractor or its Subcontractors fail to timely notify the City of an IRCA violation.

Terra Oilfield Services, LLC
Contractor Name

Signed by:
Stanley T. Peach
555E7E6340C8472
Authorized Signature

06/20/2025
Date

**CITY OF LEWISVILLE
PURCHASING DIVISION**

ANNUAL CONTRACT STANDARD PROVISIONS

Contractor and the City of Lewisville agree as follows:

1. **TERM:** The term of this annual contract is twelve-months, with the option to extend for up to three (3) additional twelve-month periods, subject to the approval of the Contractor and the City Manager, or his designee.
2. **TRANSITION TERM:** Upon the expiration of the Initial Term or any subsequent Renewal Term, the Contractor shall continue performance under this Agreement until the City has a new contract in place with either the Contractor or another provider or until the City terminates the Agreement. In no event shall this transition term exceed ninety (90) calendar days unless the City and the Contractor mutually agree otherwise in writing. The City will pay Contractor for all Services rendered in compliance with this Agreement during this transition term. If Services rendered during this transition term are not, in the City's judgment, in compliance with the requirements of this Agreement, no payment will be owed.
3. **DESCRIPTION – SALE OF GOODS AND SERVICES:** Contractor will transfer and deliver to the City, and the City will pay for and accept the City's requirements during this agreement. It is understood that quantities shown on the Bid Sheets are estimates and do not obligate the City to order or accept more than the City's actual requirements during the Agreement, nor do the estimates limit the City to ordering less than it's actual needs during the Agreement, subject to availability of appropriate funds.
4. **PURCHASE ORDER:** The City will exercise its right to specify time, place, and quantity to be delivered through the use of a purchase order.
5. **PRICE ADJUSTMENT:** All goods and services to be delivered pursuant to this Agreement, including any extensions thereof, will be purchased at the prices stated on the Contractor's Bid Sheet; provided that, at renewal or extension of the Agreement for an additional twelve-months, the prices for goods and services to be delivered during the ensuing twelve-month period may be increased or decreased to the extent of changes in the cost of material to Contractor, as reflected in written documentation provided by the Contractor to the City. The written documentation must allow the City the ability to verify all requested price adjustments.

CITY OF LEWISVILLE DISCLOSURE OF INTEREST

Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City of Lewisville must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at <http://es.state.tx.us>, must be filed with the City Secretary of the City of Lewisville no later than the seventh (7th) business day after the person or agent begins contract discussions or negotiations with the City of Lewisville or submits to the City of Lewisville an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Lewisville. An updated Conflict of Interest Questionnaire must be filed in accordance with Chapter 176 of the Local Government Code.

Seller should consult with legal counsel if they have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the City of Lewisville to comply with the filing requirements of Chapter 176.

EXHIBIT A
VENDOR REFERENCES

Please list at least three (3) references of **current** customers who can verify the quality of service your company provides. The City prefers local customers of similar size and scope of work to this bid. *THIS FORM MUST BE RETURNED WITH YOUR BID.* Attach additional sheets as needed.

REFERENCE ONE:

Government/Company Name: Devon Energy

Address: 333 West Sheridan Avenue Oklahoma City, OK 73102

Contact Name and Title: Shawn McCormick

Contact Phone: (575)513-9171 **Contact Email:** shawn.mccormick@dvn.com

Contract Period: Annual **Contract Amount:** \$10MM - \$15MM per year

REFERENCE TWO:

Government/Company Name: Blackbeard Operating

Address: 1751 River Run, Suite 405 Fort Worth, TX 76107

Contact Name and Title: Nate Teferra

Contact Phone: (432) 269-6256 **Contact Email:** nteferra@blackbeardoperating.com

Contract Period: Annual **Contract Amount:** \$10 MM per year

REFERENCE THREE:

Government/Company Name: Occidental Petroleum

Address: 5 Greenway Plaza, Suite 110 Houston, TX 77046

Contact Name and Title: Aaron Murdock

Contact Phone: (903) 752-2385 **Contact Email:** aaron_murdock@oxy.com

Contract Period: 6 months **Contract Amount:** \$1.5 MM per year



Lewisville 2025 - Sustainability

Lewisville City Council unanimously adopted the Lewisville 2025 plan on July 14, 2014. The plan was developed after more than a year of public input and discussion that garnered hundreds of ideas and suggestions. That input was studied extensively by the Lewisville 2025 Steering Committee, City staff and professional consultants and formulated into the Lewisville 2025 plan. The plan provides a clear shared vision for the kind of community Lewisville wants to be when it turns 100 years old in 2025: a place that people choose to live, work and visit.

Lewisville 2025 identifies nine “Big Moves” to guide the community’s efforts toward being a thriving, desirable community. One of these Big Moves is sustainability. Lewisville defines sustainability in this way:

Limited resources, such as land, water, energy, clean air, natural assets, and public funds are used efficiently to provide a desirable quality of life and business climate today without reducing Lewisville’s ability to provide the desired quality of life and business climate for success of future generations.

The Purchasing Division’s goal is to support and encourage sustainable management practices through the purchase and use of materials, products and services that demonstrate environmental stewardship as well as fiscal and social responsibility. To that end, Lewisville will consider environmental factors such as but not limited to, recycled content, product life cycle, waste reduction, energy efficiency, toxicity, water consumption, and human health impacts when making purchasing recommendations. To assist City staff with evaluating these factors, prospective vendors may be required to provide specific information about their products and services that addresses environmental impacts.

Does Product or Service?	Yes	No	Details
Reduce energy consumption	x		We use advanced water movement systems to eliminate trucking. We currently have reduced trucking demand by 2,000 - 5,000 trucks per day.
Reduce toxicity, including emissions	x		We strip hydrocarbons and other toxic substances from recycled water streams to allow it to be reused. 8.4 MM gpd.
Reduce waste	x		By recycling produced water we eliminate the need to dispose of the water in a Class III well.
Contain recyclable materials	x		We strip out oil and clean it so that it can be used as a resource instead of being disposed of.
Reduce water consumption	x		We recycle approximately 8.4 MM gpd to reduce the dependency on fresh water.
List other environmental impacts	x		Stewards of community. We used our water transfer equipment to transfer in fresh water to push saltwater away from potable water resources and into the Mississippi River, back out into the ocean.

Attach supporting documentation if needed

CITY OF LEWISVILLE PURCHASING DIVISION

STATE RECIPROCAL REQUIREMENT

The City of Lewisville, as a governmental agency of the State of Texas, may not award a contract for general construction, improvements, services or public works projects or purchases of supplies, materials, or equipment to a non-resident bidder unless the non-resident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder to obtain a comparable contract in the state in which the non-resident's principal place of business is located (Section 2252.002 of the Government Code). Bidder shall answer all the following questions by encircling the appropriate response or completing the blank provided.

1. Where is your principal place of business? Texas
2. Only if your principal place of business is not in the state of Texas, please indicate:
 - A. In which state is your principal place of business located? N/A
 - B. Does that state favor resident bidders (bidders in your state) by some dollar increment or percentage? ☐ YES ☐ NO
 - C. If "YES", what is that dollar increment or percentage? N/A

NON-COLLUSION STATEMENT

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firms, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employer or agent to any other person engaged in this type of business prior to the official opening of this bid.

Vendor:	Terra Oilfield Services, LLC		
Address:	32731 Egypt Lane Ste. 203		
City, State, Zip:	Magnolia, TX, 77354		
Phone:	(713) 898-8212		
Email:	speach@terraofs.com		
Bidder (Print Name):	Jonathan Hunter Waters		
Bidder Signature:	<small>Signed by:</small>  <small>F85421AD44034CF...</small>		
Job Title:	Director		
Signature of company official authorizing this bid:	<small>Signed by:</small>  <small>5E5E7E5340C9472...</small>		
Company Official (Print name):	Stanley T. Peach		
Job Title:	CEO		

CITY OF LEWISVILLE
COOPERATIVE PURCHASING AGREEMENT

Several Governmental entities around the City of Lewisville have indicated an interest in being included in this contract. Should these Governmental Entities decide to participate in this contract, would you, (the vendor) agree that all terms conditions, specifications, and pricing would apply?

_____X_____YES _____NO

- (a) If you (the Vendor) checked yes, the following will apply.
- (b) Governmental Entities utilizing Internal-Governmental contracts with the City of Lewisville will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by Governmental Entities other than the City of Lewisville will be billed directly to that Governmental Entity and paid by that Governmental Entity. City of Lewisville will not be responsible for another Governmental Entity’s debts. Each Governmental Entity will order their own material/service as needed.

BID INVITATION NO:	RFB 25-64-A
COMMODITY:	Water Treatment Chemicals

FIRM NAME: Terra Oilfield Services, LLC

SIGNATURE OF PERSON AUTHORIZED TO SIGN BID:

Signed by:
Stanley T. Peach
5E5E7E5340C9472...

DATE 06/20/2025

SIGNER’S NAME AND TITLE:

Stanley T. Peach

(Please print or type)

VENDOR SUPPLEMENTAL INFORMATION

The following information is required for contract development.

1. In what state was your business formed? Delaware
2. Provide the following information for the person authorized to execute contracts on behalf of your organization:

Name Stanley T. Peach Title CEO
Email Address speach@terraofs.com Telephone No. (713) 898-8212
Mailing Address 32731 Egypt Lane Ste. 203 City Magnolia State TX Zip 77354

3. Provide the following information for the contact person authorized to implement this contract on behalf of your organization:

Name Jonathan Hunter Waters Title Director
Email Address hwaters@terraofs.com Telephone No. (432) 215-0203
Mailing Address 32731 Egypt Lane Ste. 203 City Magnolia State TX Zip 77354

4. Provide the following information for the person authorized to receive notices and communications regarding this contract on behalf of your organization:

Name Nichole Hammons Title Controller
Email Address nhammons@terraofs.com Telephone No. (936) 524-8263
*Physical Business Address 32731 Egypt Lane Ste. 203 City Magnolia State TX Zip 77354

**Notices and communications will be mailed to this physical address*

5. Select and complete one of the following:

- a. ☐ **Sole Proprietorship**
- i. Legal name of Sole Proprietor: _____
- ii. Physical business address: _____
- City _____ State _____ Zip _____
- b. ☐ **General Partnership**
- i. Legal name of Partnership: _____
- ii. Physical business address: _____
- City _____ State _____ Zip _____

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

VENDOR SUPPLEMENTAL INFORMATION

- c. ☐ **Limited Partnership**
- i. Legal name of Limited Partnership: _____
- ii. General Partner(s):
- If a legal entity, name of the entity: _____
 - If an individual, name of the individual: _____
- iii. Physical business address: _____
- City _____ State _____ Zip _____
- d. ☐ **Corporation**
- i. Legal name of Corporation: _____
- ii. Physical business address _____
- City _____ State _____ Zip _____
- e. ☒ **Limited Liability Company**
- i. Legal name of Limited Liability Company: Terra Oilfield Services, LLC
- ii. Physical business address 32731 Egypt Lane Ste. 203
- City Magnolia State TX Zip 77354
- f. ☐ **Other Entity (not listed)**
- i. Legal name and type of Company: _____
- ii. Physical business address _____
- City _____ State _____ Zip _____

6. Does your business have 10 or more full-time employees? ☐ No ☒ Yes

7. a. Are you a publicly traded business? ☒ No ☐ Yes – where traded: _____

b. Are you a wholly owned subsidiary of a publicly traded business? ☒ No ☐ Yes – which publicly traded business: _____

8. a. Is your business registered with the Texas Secretary of State? ☐ No ☒ Yes

b. If yes, please provide records or screenshot(s) from the Texas Secretary of State's website reflecting the name or names for which your business has been registered.

In signing this form, I acknowledge that I have read the above and state that the information contained therein is true and correct.

Signature:  Date: 06/20/2025

Print Name: Stanley T. Peach Print Title: CEO

CITY OF LEWISVILLE
PURCHASING DIVISION

EXCEPTIONS

Bid _____

On the lines below, please list any exceptions taken to this bid invitation

ITEM #	DESCRIPTION

Signature: _____

Company: _____

Date: _____

No exceptions taken to this bid invitation.

Signature:

Signed by:

Stanley T. Peach

5E5E7E5340C9472...

Company: Terra Oilfield Services, LLC _____

Date: 06/20/2025 _____

INSURANCE REQUIREMENTS

GENERAL CONTRACTS FOR SERVICES

Service work, supplies requiring installation, Janitorial Services, Welding, Surveyors, Plumbing Contractors, Maintenance Agreements, Concessionaires, Tire Repairs, Tow Service, Painting, Electrical, Movers, Major street repairs and Waterline projects, etc.

Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the vendor's bid.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage "occurrence" form CG 00 01 (10 01). **"Claims Made" form is unacceptable.**
2. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability – as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract. Coverage not required for delivery services.

B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain limits throughout contract not less than:

1. Commercial General Liability: \$500,000 per occurrence/\$1,000,000 aggregate for bodily injury, personal injury and property damage. Policy will include coverage for:
 - a. Premises – Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
 - f. If applicable, Explosion Collapse and Underground (XCU) Coverage, Fire Damage, and Medical Expense.

NOTE: The aggregate loss limit applies to each project.

2. Workers' Compensation and Employer's Liability: Workers' Compensation Statutory limits as required by the Labor Code of the State of Texas and Employer's Liability minimum limits of \$500,000 per injury, \$500,000 per occurrence, and \$500,000 per occupational disease.
3. Automobile Liability - \$500,000 Combined Single Limit. Limits can only be reduced if approved by the HR Director or designee.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retentions must be declared to and approved by the City.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages
 - a. The City, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "Additional Insured" as respects liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the City. The coverage shall include defense of claims against the City as additional insured.
 - b. The vendor's insurance coverage shall be primary and non-contributory insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the vendor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, and employees, Boards and Commissions or volunteers.
 - d. The vendor's insurance shall apply separately to each insured against whose claim is made or suit is brought, except to the limits of the insured's liability.
2. Waiver of Subrogation – All Coverages
Each insurance policy required by this exhibit shall waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses arising from work performed by the vendor for the City.
3. Notice of Cancellation - All Coverages
Each insurance policy required by this exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City, or ten (10) days prior written notice for non-payment of premium.

E. ACCEPTABILITY OF INSURERS

The City prefers that insurance be placed with insurers with an A.M. Best's rating of no less than **A-:VI, or, A or better** by Standard and Poors.

F. VERIFICATION OF COVERAGE

Contractor shall furnish the City with certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be provided on forms approved by the Texas Department of Insurance. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

G. HOLD HARMLESS AND INDEMNIFICATION

THE CONSULTANT/CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONSULTANT'S/CONTRACTOR'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OR INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY, CONSULTANT/CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THE PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE CONSULTANT/CONTRACTOR AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW AND THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED IN PROPORTION TO THE CONSULTANT'S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

June 22nd, 2025

To: **City of Lewisville**

Attention: Nicole Haney | Finance Administration & Purchasing Division



RE: RFB 25-64-A – Contract for Water & Wastewater Treatment Chemicals

Dear Executive,

On behalf of **Terra Midstream, a division of Terra OFS**, we are pleased to submit our complete response to RFB 25-64-A for the City of Lewisville's Annual Contract for Water & Wastewater Treatment Chemicals.

At Terra Midstream, we view this proposal not only as a bid submission, but as the foundation for building a long-term **collaborative partnership** with the City of Lewisville. Our objective is to align our resources, expertise, and operational capabilities to directly support the City's mission of delivering safe, efficient, and reliable water and wastewater services to its residents and businesses.

We recognize the critical role these services play in the community's well-being and economic vitality. At the core of our approach is a value proposition specifically tailored to meet and exceed the City of Lewisville's operational and compliance requirements as specified in **RFB 25-64-A**:

- **Reliable, Flexible, and Timely Delivery:** Terra Midstream maintains strategically located distribution points and a company-owned fleet to ensure guaranteed delivery within the City's required 10-day window. We also offer 24/7 emergency dispatches for after-hours or weekend deliveries, ensuring uninterrupted operations for the City's critical infrastructure.
- **Comprehensive Safety, Compliance, and Quality Controls:** The city can rely on our fully vetted personnel who each undergo an extensive criminal background check as well as our rigorously inspected equipment to meet all regulatory requirements. Every aspect of our delivery operation, from product manufacturing to final on-site delivery, is governed by stringent ANSI/NSF 60 & 61 certifications, AWWA standards, and OSHA compliance.
- **Municipal Experience and Long-Term Partnership Commitment:** Terra Midstream has experience supporting municipalities across Louisiana and Texas and is committed to embracing water stewardship in the Municipal sector. Our dedicated municipal account management team ensures clear communication, proactive problem-solving, and a long-term service philosophy focused on the City of Lewisville's operational success.

We are confident that Terra Midstream is fully equipped to support the City's objectives for safe, efficient, and reliable chemical supply services. We look forward to your consideration and serving the City of Lewisville.

Sincerely,

Executive Name

Stanley Peach

Chief Executive Officer | Terra Midstream

Executive Summary:

The City of Lewisville's water and wastewater operations serve as a critical backbone for the health, safety, and economic sustainability of its community. Terra Midstream (Terra OFS) recognizes the importance of this responsibility and is fully committed to providing the city with a highly reliable, fully compliant, and cost-effective chemical supply solution that ensures uninterrupted operations, superior product quality, and long-term value.

Our proposal reflects Terra's ability to meet or exceed every requirement outlined. We have structured our response to provide the city with a complete and seamless supply chain solution that covers product delivery, technical compliance, safety assurance, emergency response readiness, and long-term partnership support. Our experience serving municipal and industrial clients across Texas has equipped us with the operational readiness, regulatory expertise, and logistical capacity to fully support the City of Lewisville's ongoing and evolving needs throughout the life of this contract.

Key Highlights of Terra Mainstream's Proposal:

- **Comprehensive Chemical Supply Solution:** Terra Midstream is prepared to fully supply all requested water and wastewater treatment chemicals listed in the solicitation. All products offered meet or exceed ANSI/NSF 60 and 61 certifications, applicable AWWA standards, and are backed by full traceability, quality assurance documentation, and third-party testing.
- **Proven Delivery Performance:** We maintain multiple regional distribution hubs, a dedicated fleet of delivery vehicles, and trained delivery staff who are fully vetted, background checked, drug screened, and safety certified. Terra is fully prepared to meet the City's required 10-day "After Receipt of Order" (ARO) window for all routine orders, while also maintaining 24/7 emergency response capability to handle urgent needs or unforeseen supply interruptions.
- **Safety, Compliance, and Quality Control:** Our operations follow stringent safety standards, including annual third-party inspections for any crane-assisted deliveries, tire chocking requirements, and pre-delivery vehicle inspections. Terra's comprehensive compliance program ensures adherence to all regulatory requirements across federal, state, and local jurisdictions.
- **Collaborative Partnership Commitment:** Terra views this contract as an opportunity to build a long-term collaborative relationship with the City of Lewisville. Our service model includes dedicated municipal account management, proactive inventory monitoring, real-time communication, and ongoing product performance consultations to help optimize chemical usage, stabilize costs, and continuously support operational efficiency.
- **Experience Serving Texas Customers:** Terra Midstream has extensive past performance successfully providing treatment chemicals to clients across Texas. Our familiarity with the unique demands and compliance obligations ensures seamless onboarding and smooth contract administration throughout the entire term.

Terra Midstream respectfully submits this proposal for consideration as the **primary contractor** and welcomes the opportunity to contribute to the continued operational excellence of the City of Lewisville.

Project Approach:

Terra Midstream (Terra OFS) is fully committed to delivering a comprehensive, fully compliant, and sustainable water and wastewater chemical supply program that fully aligns with the City of Lewisville's operational priorities. We recognize that municipal chemical supply contracts are not transactional; they require dependable service, consistent performance, safety accountability, and operational flexibility to support essential public services. Our approach is built on these principles.

At the foundation of our approach is a **highly integrated service delivery model**, designed to minimize risk, ensure regulatory compliance, and maintain full operational continuity for the city.

Terra's robust procurement network ensures we have uninterrupted access to high-quality ANSI/NSF 60 & 61 certified chemicals that meet or exceed all specifications outlined by the city. Our chemical suppliers undergo regular audits, and our procurement team actively monitors market conditions to preemptively mitigate risks of shortages, transportation delays, or raw material interruptions.

Our **logistics program is built for municipal reliability**. Terra's fleet of dedicated delivery vehicles, combined with multiple Texas-based inventory hubs, enable us to consistently meet the City's 10-day ARO delivery requirement. Our drivers are not only DOT-compliant and fully certified but are trained specifically for the sensitive environments of water and wastewater treatment plants. All personnel undergo criminal background checks, drug testing, site-specific safety training, and real-time delivery monitoring. Equipment such as cranes, hoses, and lift gates are routinely inspected and certified by third-party auditors to meet the most stringent safety standards required for municipal operations.

In addition to reliable routine delivery, Terra maintains a **24/7 emergency response capability** to ensure that, regardless of weather events, plant emergencies, or unforeseen operational issues, the City of Lewisville will have continuous access to the critical chemicals needed to maintain safe drinking water and properly treated wastewater.

Terra's approach goes beyond simply meeting the minimum contract specifications. Our dedicated **municipal account management team** will maintain continuous, transparent communication with City staff to monitor inventory levels, forecast usage, optimize delivery schedules, and support regulatory compliance needs. Through this collaborative model, Terra seeks to establish not just a vendor relationship, but a **true operational partnership** that helps the City stabilize costs, reduce administrative burden, and ensure long-term service quality throughout the full contract term and planned renewal periods.

Terra Midstream brings the resources, experience, safety culture, and flexibility necessary to become a trusted, long-term partner to the City of Lewisville.

Project Approach: Product Supply & Procurement:

Terra Midstream (Terra OFS) approaches this contract with a fully integrated supply chain, compliance-focused operations, and dedicated municipal service model designed to meet and exceed the City of Lewisville's expectations throughout the full term of the contract. Our project approach emphasizes safety, reliability, flexibility, and proactive communication at every stage of service delivery.

1. Product Supply:

- **Pre-Qualified, Certified Chemicals:** Terra Midstream maintains strong vendor relationships with certified chemical manufacturers. All products proposed fully meet the specifications outlined in the RFB, including ANSI/NSF 60 and 61 certifications, AWWA standards, and relevant ASTM requirements.
- **Inventory Management:** Terra maintains sufficient inventory levels at multiple Texas-based distribution centers to always ensure product availability, minimizing risk of shortages and delays.
- **Supply Chain Stability:** We proactively monitor domestic and international market conditions to anticipate potential supply chain disruptions and secure alternative sources when necessary to maintain uninterrupted supply to the City.

2. Order Fulfillment and Delivery Logistics:

- **Order Processing:** Upon receipt of purchase orders from the City, Terra's dedicated municipal account management team initiates immediate order processing to schedule deliveries in accordance with the City's operating schedule and ARO requirements.
- **Guaranteed Delivery Timelines:** Terra will fully comply with the City's 10-day ARO delivery requirement for all routine orders. Our streamlined logistics ensure precise delivery coordination with facility personnel.
- **Delivery Vehicles & Equipment:** Terra operates a modern, well-maintained delivery fleet equipped to meet the City's delivery specifications, including:
 - Trucks with 100-foot hose connections for Sodium Hypochlorite delivery.
 - Lift gate-equipped trucks for Activated Carbon offloading.
 - Third-party inspected cranes for hoist-assisted deliveries.
 - Proper tire chocking mechanisms to ensure safety during all unloading activities.
- **Pre-Delivery Safety Inspections:** All delivery vehicles undergo comprehensive visual inspections prior to each delivery, including crane systems, hydraulic components, hoses, and safety equipment.

3. Staffing, Compliance, and Driver Qualifications:

- **Trained Delivery Personnel:** All Terra drivers and delivery technicians assigned to City deliveries will be fully trained, licensed, and certified.
- **Background Checks & Drug Testing:** Terra fully complies with the City's requirements for criminal background checks and drug testing for all delivery personnel.
- **Driver Certifications:** All operators are subject to regular performance evaluations, safety refreshers, and DOT compliance programs.
- **Emergency Contact Management:** Terra will maintain 24/7 contact availability and will immediately notify the city of any changes to driver assignments or emergency contacts.

4. Safety Program and Site Compliance:

- **Annual Crane Inspections:** All cranes used during delivery operations are subject to third-party annual inspections. Certificates of inspection will be provided and updated regularly.
- **Site Safety Protocols:** Terra's delivery crews are trained in facility-specific safety protocols and will coordinate directly with City personnel prior to each delivery.
- **Compliance Audits:** Terra maintains comprehensive safety documentation, MSDS records, and maintains a zero-tolerance approach to non-compliance.

5. Ongoing Account Management and Communication:

- **Dedicated Municipal Account Manager:** Terra will assign a dedicated account manager to serve as the City's single point of contact for all routine and emergency service needs.
- **Transparent Communication:** Regular performance reviews, service updates, and proactive inventory forecasting will be conducted in coordination with City staff.
- **Real-Time Issue Resolution:** Should any issue arise, Terra's management team is immediately available for rapid troubleshooting and corrective action.

6. Emergency Response Readiness:

- **24/7 Emergency Dispatch:** Terra maintains an on-call emergency delivery team capable of responding to urgent chemical supply requests during weekends, holidays, and after-hours.
- **Contingency Planning:** In the event of transportation disruptions, facility access issues, or unforeseen emergencies, Terra maintains multiple backup delivery routes, alternate drivers, and secured backup inventory to ensure continued service continuity.

7. Value-Added Support Services:

- **Chemical Usage Optimization:** Terra offers on-site consultation services to assist the city in optimizing chemical dosing rates, storage management, and long-term consumption planning.
- **Inventory Monitoring Support:** Optional inventory level monitoring and forecasting services can assist the city with proactive ordering and cost stabilization.
- **Regulatory Compliance Assistance:** Terra's technical team can assist City staff in preparation for inspections, regulatory reporting, and quality assurance verifications.

Conclusion:

In summary, Terra Midstream presents the City of Lewisville with a proven, fully integrated, and highly reliable chemical supply solution that extends far beyond simple product delivery. Our project approach combines certified chemical sourcing, precision logistics, advanced safety protocols, regulatory compliance expertise, and dedicated municipal account management into a seamless service model tailored specifically to meet the City's needs.

We understand the critical nature of water and wastewater operations and the City's responsibility to protect public health, ensure environmental compliance, and maintain uninterrupted service to the community. Terra Midstream is prepared to fully assume this responsibility and partner closely with City staff to deliver safe, timely, and cost-effective chemical supply services throughout the life of this contract and any renewal terms.

Company History & Experience:

Terra Midstream (Terra OFS), founded in 2013 and headquartered in Spring, TX, is an established provider of specialized water and treatment solutions to municipal, industrial, and oilfield clients. With over **50 years of combined team experience**, Terra OFS has established itself as a trusted partner in delivering high-quality chemical treatment, water transfer, and fluid management services.

Strategic Growth & Industry Leadership:

- **Merger and Expansion (March 2021):** Terra OFS merged with Ace Completions under the Ace Fluid Solutions brand in March 2021, enhancing capabilities in specialty stimulation chemicals, water sourcing, and water treatment across key U.S. shale plays. This strategic move allowed Terra OFS to broaden its footprint service and technical capacity in water and chemical services.
- **Diversified Service Portfolio:** From its roots in the oil and gas sector, Terra Midstream has successfully expanded into **municipal water and wastewater treatment**, leveraging its core expertise in water systems, automation, and compliance.

Notable Projects & Case Studies:

- **Oilfield Water Transfer & Treatment:**
Terra's team has pioneered automated pump, valve, and tank-level systems for water transfer and treatment on large-scale oilfield operations, significantly improving efficiency and safety.
- **Hazardous Wastewater Remediation:**
Terra delivers advanced hazardous wastewater remediation using proprietary ClO₂ technology, ensuring safe, efficient contaminant removal and compliant disposal for oilfield operations
- **Supporting Large-Scale Fluid Management in the Permian Basin:**
Through Ace Fluid Solutions, Terra OFS aids operators in water sourcing and stimulation chemical delivery, showcasing logistical excellence and large-scale coordination

Contract Values & Performance Summary:

- While precise monetary values are typically confidential, Terra's **multi-million-dollar projects** in both oil/gas and municipal sectors reflect robust technical strength and project delivery capacity.
- Terra consistently delivers services on time, within scope, and in compliance with **stringent safety and environmental standards**, maintaining highly competitive pricing and operational excellence for clients.

Financial Profile & Outlook:

- **Annual Revenue (2020):** Approximately \$44 million.
- **Projected Revenue Range:** Estimated between \$100 million and \$1 billion based on industry profiling.
- **Transaction Benchmark:** OFS Energy Fund targets acquisition candidates generating \$5-100 million in revenue; Terra fits within this scope

Leveraging increased municipal business, water treatment services, and emerging partnerships under Ace/SNF, Terra Midstream is projected to deliver sustained revenue growth and higher commercial scalability over the next 3-5 years.

Key Projects & Technical Expertise:

Project	Description	Outcome
Oilfield Water Transfer	Automated pump, valve, and Lay-Flat systems deployment led by Terra's in-house team since 2017.	Improved operational efficiency, safety, and scalability
Hazardous Wastewater Remediation	Delivered advanced, hazardous wastewater remediation using proprietary ClO ₂ technology	Demonstrated capability for complex industrial-scale water treatment
Permian Basin Fluid Management	Through Ace Fluid Solutions, supported operators with sourcing and delivery of stimulation chemicals and water	Showcased logistics excellence and multi-client coordination

Why Terra OFS is the Right Choice for Lewisville:

- **Deep Water Handling Expertise:** From oilfield to municipal systems, their technology-driven approach translates to unmatched reliability in water and chemical management.
- **Scalable Operations:** Backed by Ace Fluid Solutions, Terra has access to broader sourcing channels, technical teams, and expanded logistical assets.
- **Proven Technical and Environmental Capability:** Demonstrated through successful remediation, automation, and treatment projects in demanding operational environments.

Technical Summary:

Terra Midstream (Terra OFS) has carefully reviewed the technical requirements outlined in the City of Lewisville's Request for Bid (RFB 25-64-A) and is fully prepared to supply, deliver, and service water and wastewater treatment chemicals according to the City's specifications, delivery requirements, safety protocols, and regulatory obligations. This Technical Summary outlines Terra OFS's capacity to fully comply with and exceed the technical expectations of the City.

1. Compliance with Chemical Specifications:

Terra Midstream will supply chemicals fully conforming to the technical standards established in the City's specifications, including but not limited to:

- **ANSI/NSF 60 and 61 Certification:** Chemicals provided are certified for potable and wastewater applications as required under the American National Standards Institute (ANSI) and the National Sanitation Foundation (NSF).
- **AWWA Standards:** Chemicals meet or exceed all applicable American Water Works Association standards for municipal water and wastewater treatment.
- **Product Certifications & Affidavits:** Full documentation of certifications, Certificates of Analysis, and Affidavits of Compliance (particularly for Cationic Polymer will be included with the bid submission and maintained for the life of the contract.

2. Chemical Product Types & Conformance:

Terra Midstream is prepared to supply all line items listed below:

Chemical	Specification Compliance
Anhydrous Ammonia	NH3 "C" grade, AWWA B305
Liquid Sulfur Dioxide	SO2 (One Ton containers)
Sodium Hypochlorite	12.5% solution, AWWA B300, mini-bulk delivery
Liquid Ferric Sulfate	Fe2(SO4)3 -60%, Specific Gravity 1.5 – 1.59
Calcium Hypochlorite	65% CL, active dry powder
Liquid Ammonium Sulfate	38-40% solution, AWWA B300

**Note: All products will be provided with full traceability, specification sheets, and regulatory certifications.*

3. Sample Testing & Delivery Compliance:

- Terra OFS fully understands the City's **mandatory sample submission requirement** for bidding on:
 - Activated Carbon
 - Magnifloc Polymer
 - Cationic Polymer
- All available 1-liter samples were delivered to the designated treatment facilities on or before June 10, 2025, at 5:00 PM per the RFB.
- Signed Sample Receipt Forms will accompany each sample delivery and be uploaded with the proposal submission.

4. Delivery Equipment and Safety Compliance:

Terra OFS maintains a dedicated delivery fleet equipped to meet all technical delivery requirements of the city:

- **Activated Carbon:** Trucks equipped with lift gates for offloading of 30-lb bagged carbon.
- **Sodium Hypochlorite:** Delivery trucks equipped with 100-foot hoses for mini-bulk tank deliveries.
- **Crane Deliveries:** All hoist systems undergo third-party annual inspections, and inspection certificates will be made available to the city.
- **Tire Chocking:** All vehicles equipped with wheel chocking devices to ensure safe off-loading stabilization.
- **Pre-Trip Inspections:** Every delivery vehicle undergoes pre-trip visual inspections covering hydraulic systems, crane operations, boom extensions, and safety controls.

5. Personnel Qualifications & Compliance:

- All Terra Midstream delivery drivers and service technicians assigned to the city will:
 - Pass required criminal background checks.
 - Complete regular drug and alcohol testing programs.
 - Hold valid CDL licenses and applicable certifications.
 - Receive site-specific safety training for water and wastewater plant environments.
- Terra will immediately notify the city of any changes in designated delivery personnel or emergency contacts as required.

6. Emergency Response and Contingency Readiness:

- Terra Midstream maintains a 24/7 on-call emergency delivery response system.
- Backup delivery vehicles and secondary supply sources are available to ensure continuous service in the event of emergency orders, transportation issues, or natural disasters.
- Terra's proactive inventory management allows us to maintain buffer stock to accommodate any unplanned or urgent needs from the city.

7. Technical Support & Value-Added Consultation:

- Terra Midstream offers ongoing technical consultation, chemical optimization support, and inventory monitoring assistance throughout the contract term.
- Our technical representatives remain available to City personnel for any operational troubleshooting, product handling guidance, or storage optimization recommendations.

Technical Summary Conclusion:

Our proven combination of certified products, specialized delivery equipment, trained personnel, and proactive service model ensures full technical compliance with the City's detailed specifications, while delivering added value through safety, reliability, and responsive customer service.

Certification Compliance:

Terra Midstream (Terra OFS) has thoroughly reviewed the technical specifications and compliance requirements outlined in the City of Lewisville's RFB 25-64-A and is fully prepared to supply, certify, and deliver each awarded chemical in full compliance with all regulatory, operational, and safety standards. Terra's chemical products meet or exceed national, state, and municipal standards and are supported with complete certification packages to fully validate compliance for contract award and ongoing operations.

Certifications & Regulatory Compliance:

Terra Midstream will supply all products which are included in the bid submission package with the following certifications:

- **ANSI/NSF Standard 60 Certification:** Applicable to all water treatment chemicals intended for potable use as a direct additive.
- **ANSI/NSF Standard 61 Certification:** Applicable for indirect additives and treatment of chemicals where applicable.
- **AWWA Compliance:** All products conform to AWWA specifications as cited in the City's bid specifications.
- **Affidavit of Compliance:** Submitted for Cationic Polymer, certifying ASTM C136-06 compliance regarding particle size and active dry powder content.
- **Certificate of Analysis (COA):** Provided for each product batch upon delivery.
- **SDS (Safety Data Sheets):** Provided for each chemical with the proposal and available for reference during contract term.
- **Crane Inspection Certificates:** Third-party certifications for any cranes used during deliveries.
- **DOT Compliance:** All transportation operations and drivers are fully DOT-compliant.
- **Insurance Certificates:** Will be submitted post-award as required by City contracting regulations.

Chemical Product Specifications Compliance:

Terra Midstream is prepared to supply the following chemicals, and will meet or exceed all technical specifications defined in the solicitation:

Chemical	Specification	Certification
Anhydrous Ammonia	NH3 "C" Grade	AWWA B305
Liquid Sulfur Dioxide	SO2, one-ton containers	Industry Standard Compliance
Sodium Hypochlorite	12.5% solution, mini bulk	NSF/ANSI 60, AWWA B300
Liquid Ferric Sulfate	Fe2(SO4)3 - 60%, specific gravity 1.5 – 1.59	NSF/ANSI 60
Calcium Hypochlorite	65% active dry powder	NSF/ANSI 60
Liquid Ammonium Sulfate	38-40% solution	AWWA B300, NSF/ANSI 60

All certifications, supporting documentation, and testing reports are included in Terra OFS's proposal submission.

Conclusion:

Terra Midstream is fully understands the critical importance of regulatory compliance, product safety, and complete documentation for municipal water and wastewater operations. All certifications provided in this proposal are current, verifiable, and meet or exceed the standards set forth by the City of Lewisville, ANSI/NSF, AWWA, ASTM, and all applicable federal, state, and local agencies.

Logistics & Delivery Summary:**Terra Midstream – City of Lewisville RFB 25-64-A**

A reliable and responsive delivery system is the foundation of a successful chemical supply service for any municipality. Terra Midstream (Terra OFS) has developed a highly controlled, fully integrated logistics and delivery program specifically designed to ensure timely, safe, and fully compliant delivery of water and wastewater treatment chemicals to the City of Lewisville. Our delivery infrastructure directly supports the City's operational continuity, safety standards, and service expectations for RFB 25-64-A.

Terra will take the following steps to ensure successful services in supply of its commodities:**Delivery Scheduling & Order Management:**

- Terra will assign a dedicated Municipal Account Manager to coordinate all ordering, scheduling, and communication directly with City personnel.
- Upon receipt of purchase orders, Terra will immediately schedule deliveries in accordance with the City's 10-day ARO requirement.
- Order confirmations, delivery schedules, and driver assignments will be communicated in advance to the designated City contacts.
- Emergency deliveries are available 24/7 through our on-call dispatch team for unplanned needs, facility outages, or weather-related disruptions.

Dedicated Fleet & Delivery Equipment:

Terra OFS operates a dedicated delivery fleet equipped to handle all chemical types and site-specific delivery requirements as outlined by the city:

Chemical	Specialized Delivery Equipment
Sodium Hypochlorite	Delivery trucks with 100-foot hoses for mini-bulk tank filling
Sulfur Dioxide	Certified one-ton cylinder transport with secure rigging
Bulk Chemicals	Tanker trucks with full safety controls
Crane-Assisted Deliveries	Third-party inspected cranes with annual certifications

- All vehicles are equipped with OSHA-compliant tire chocking devices for delivery site stabilization.
- Daily pre-trip inspections are conducted prior to every delivery to verify hydraulic, crane, and safety systems.
- All equipment maintenance and certifications are fully documented and available for City review.

Distribution & Warehousing:

- Terra maintains inventory at strategically located distribution hubs throughout Texas, allowing rapid mobilization to meet routine and emergency delivery needs.
- Inventory levels are proactively monitored to ensure continuity of supply for the City of Lewisville.
- Safety stock is maintained to mitigate national supply chain disruptions, extreme weather, or vendor production delays.

Trained Delivery Personnel:

- All drivers and technicians:
 - Are fully trained, licensed, and certified for hazardous chemical handling.
 - Have passed criminal background checks and are enrolled in drug testing programs.
 - Receive extensive site-specific safety and municipal plant delivery training.
 - Are fully briefed on City of Lewisville delivery site protocols and emergency procedures.
- Drivers will serve as consistent points of contact during delivery to ensure familiarity with City operations and personnel.

Safety Protocols at Delivery Sites:

- All Terra delivery operations comply with City-mandated safety standards including:
 - Wheel chocking during unloading.
 - Controlled offloading zones.
 - Secure hose connections and monitored pumping operations.
 - Visual inspections of delivery sites prior to and after unloading.
 - Emergency shut-off protocols in place during all liquid transfers.

Real-Time Communication & Issue Resolution:

- Terra maintains real-time communication between the delivery team, account management, and City staff for:
 - Delivery status updates.
 - Safety notifications.
 - Scheduling adjustments.
 - Immediate reporting and resolution of any site access or operational issues.

Emergency Delivery & Contingency Planning:

- Terra Midstream offers 24/7 emergency delivery dispatch for any operational emergency, scheduled maintenance, or severe weather disruption.
- Backup vehicles, alternative drivers, and secondary inventory sources are ready to ensure no interruption in chemical supply to the city.

Proposed Delivery & Logistics Timetable:

Terra Midstream – City of Lewisville RFB 25-64-A

Phase	Activity	Description	Timeframe / Frequency
Pre-Award	Pre-Mobilization Planning	Finalize routes, assign personnel, verify equipment, review City site protocols	Upon contract award
Day 0	Order Receipt	City issues purchase order to Terra OFS	Ongoing, as needed
Day 0-1	Order Confirmation	Order logged, delivery scheduled, product allocation confirmed	Within 24 hours of PO receipt
Day 1-3	Pre-Delivery Preparation	Product batching, safety checks, pre-trip inspections, load scheduling	Within 3 days of PO receipt
Day 4-9	Delivery Scheduling Window	Delivery scheduled with City point of contact; driver assigned and briefed	Flexible within ARO window
Day 10 (latest)	Delivery Execution	Delivery conducted on-site, safety protocols followed, confirmation of delivery signed	No later than 10 days ARO
Ongoing	Safety & Compliance Inspections	Visual inspections prior to every delivery; annual crane inspections; DOT inspections	Daily (pre-delivery); Annually (cranes)
Ongoing	Documentation & Reporting	Signed delivery tickets, SDS records, COAs, and safety records maintained	Continuous throughout contract
As Needed	Emergency Delivery Dispatch	24/7 emergency delivery capability for urgent requests	Within hours of City request
Monthly / Quarterly	Account Review Meetings	Periodic check-ins with City staff to review performance, inventory, and scheduling	Monthly or quarterly (per City preference)
Annually	Contract Performance Review	Full annual review of contract performance, delivery metrics, and compliance status	Annually

Key Delivery Commitments:

- **Routine Orders:** Delivery within **10 calendar days ARO** (per City contract requirements)
- **Emergency Deliveries:** Dispatch within **2-6 hours** depending on product availability and emergency nature
- **Delivery Days:** Monday – Friday, 8:00 a.m. – 4:00 p.m., with emergency after-hour delivery capacity
- **On-Site Safety:** Certified operators and fully inspected equipment used at all City locations

Conclusion:

Terra Midstream delivers a fully controlled, safe, reliable, and responsive logistics system specifically designed for municipal water and wastewater operations. Our fleet, trained personnel, safety systems, and proactive account management provide the City of Lewisville with confidence that all deliveries will be conducted safely, timely, and in full compliance with the contract.

Emergency Response Protocol:

Municipal water and wastewater operations are critical services where interruption in chemical supply can quickly become a public health, regulatory, or environmental emergency. Terra Mainstream's fully understands the importance of maintaining uninterrupted chemical availability to always support the City of Lewisville's essential operations. Our Emergency Response Program is specifically designed to provide rapid, reliable, and fully compliant service during unplanned events, system disruptions, or unforeseen demand spikes.

24/7 Emergency Dispatch & Communication:

- Terra Midstream maintains a fully staffed **24/7 emergency dispatch center**, ensuring that the city can immediately reach qualified personnel in the event of any chemical supply emergency.
- Dedicated contact numbers and email addresses for both operations management and account management will be provided to City personnel upon contract execution.
- After-hours calls are directly routed to on-call operations managers authorized to mobilize emergency deliveries without delay.

Emergency Delivery Response:

Response	Activity	Response Timeframe
Notification	City contacts Terra's 24/7 dispatch line	Immediate
Triage	Dispatch team assesses type of emergency, product required, and delivery location	Within 30 minutes
Mobilization	Vehicles loaded, drivers dispatched	Within 2–4 hours (standard emergencies); faster for priority situations
Delivery Execution	On-site delivery performed with full safety compliance	As quickly as possible, often same-day or next morning
Post-Event Reporting	City notified of delivery completion, full documentation provided	Within 24 hours of resolution

Inventory & Backup Supply Planning:

- Terra maintains **strategic reserve inventory levels** at its Texas-based storage locations specifically to support emergency deliveries for municipal clients.
- Alternate supplier agreements are in place to ensure continuous product availability in the event of industry-wide supply shortages or vendor production disruptions.
- Product inventory is monitored in real-time to ensure readiness for both routine and emergency delivery situations.

Contingency Transportation Resources:

- Terra maintains a fully owned and operated delivery fleet which allows immediate reassignment of vehicles for emergency deliveries.
- Backup drivers and vehicles are on standby in the event of personnel or equipment availability challenges.
- Routes and access points for all City of Lewisville delivery locations are pre-planned to ensure rapid deployment without delays.

Emergency Preparedness Training:

- All delivery drivers and operations staff receive specialized emergency response training, including:
 - Hazardous chemical handling during emergency conditions.
 - Communication protocols with City emergency management personnel.
 - Coordination with first responders, if necessary.
 - Safe offloading procedures under adverse conditions (e.g., weather, traffic, site access).

Regulatory & Compliance Readiness During Emergencies:

- Even under emergency response conditions, Terra ensures full regulatory compliance with:
 - ANSI/NSF certifications.
 - DOT hazardous materials transport regulations.
 - OSHA workplace and driver safety regulations.
 - City of Lewisville has site-specific safety requirements.

Post-Incident Documentation & Review:

- After every emergency response event, Terra will provide the city with:
 - Written delivery reports.
 - Updated inventory and usage records.
 - Any recommended action items to improve future emergency preparedness.
- Terra will participate in post-incident reviews and planning meetings upon request.

Emergency Response Summary Conclusion:

Terra Midstream offers the City of Lewisville a **fully integrated, operationally tested, and compliance-driven emergency response system** designed to safeguard critical water and wastewater operations under any scenario.

Our proactive planning, 24/7 emergency dispatch, backup inventory, trained personnel, and direct real-time communication ensure that the city always has access to the chemicals it needs, even during unexpected events. Terra's emergency response program provides the City with operational security, peace of mind, and the assurance of uninterrupted service throughout the life of the contract.

Insurance Compliance Statement:**Insurance Acknowledgment and Commitment**

Terra Midstream acknowledges and accepts all insurance requirements outlined in the City of Lewisville's Request for Bid #25-64-A. We certify that, upon award and prior to contract execution, Terra OFS will submit a valid Certificate of Insurance (COI) evidencing compliance with the minimum coverage levels required by the City.

Our insurance program meets or exceeds the following limits:

- **Commercial General Liability Insurance**
Coverage of **\$500,000 per occurrence**, with a **\$1,000,000 aggregate** for bodily injury, personal injury, and property damage.
- **Workers' Compensation Insurance & Employers Liability:**
Coverage that fully complies with the **Labor Code of the State of Texas** including **Employer's Liability** of \$500,000 per injury \$500,000 per occurrence \$500,000 for occupational disease
- **Automobile Liability Insurance**
Coverage of **\$500,000 combined single limit**.
- **Umbrella/Excess Liability Insurance** (if required to meet aggregate limits)
Coverage will be layered to satisfy the total minimum limits as required.
- **Additional Insured Requirement**
The City of Lewisville will be named as an **additional insured** on Terra Mainstream's General Liability and Automobile Liability policies. Endorsements and certificates will be furnished upon request.

Total Estimated Blanket Annual Insurance Cost for Terra Midstream: \$304,375

Additional Value-Added Services & Partnership Benefits:

In addition to meeting all the technical, delivery, and compliance requirements outlined in RFB 25-64-A, Terra Midstream offers the City of Lewisville a range of value-added products, services, and partnership benefits that further strengthen operational reliability, regulatory compliance, and long-term service performance. Terra views this contract not as a simple transactional bid, but as the foundation of a broader collaborative partnership that allows the City to leverage Terra's full capabilities.

We do not view this contract as a transaction; we view it as the foundation for a strategic partnership that prioritizes safety, service excellence, and operational security for the City of Lewisville for years to come.

Terra's extensive municipal experience, technical resources, and scalable operational infrastructure allow us to serve the city not only in fulfilling the immediate requirements, but also in providing ongoing support that extends into the City's future growth, resiliency planning, and emergency response capabilities.

Advanced Water Treatment & Process Optimization:

- **Water Quality Optimization Consultation:** Support for maximizing chemical efficiency and reducing consumption through customized dosing strategies.
- **Pilot Testing & New Product Evaluation:** Technical support for evaluating innovative treatment products and advanced chemical solutions.
- **Customized Formulations:** Ability to develop specialized chemical blends tailored to unique water quality challenges that may emerge.

Extended Chemical Product Portfolio:

Beyond the standard scope of RFB 25-64-A, Terra offers additional chemical solutions for ongoing or future City needs:

Product	Application
Coagulants & Flocculants	Solids removal, sludge management
Odor Control Solutions	H ₂ S and nuisance odor mitigation
Biosolid Dewatering Aids	Improved sludge thickening
Corrosion & Scale Inhibitors	Asset protection for pipelines and storage
Defoamers	Aeration and treatment plant foam control
Specialized Disinfectants	Targeted water quality applications

Terra Midstream offers advanced Lay-Flat Hose Technology:

providing the City of Lewisville with a highly specialized tool for multiple municipal and emergency applications:

Benefits	Application	Operational Advantage
Water Transportation	Rapid temporary water distribution lines	Enables fast deployment for pipeline repairs, bypasses, or supplemental water supply
Emergency Bypass Capability	Temporary system rerouting during plant outages	Allows City to maintain operations during plant maintenance or failure
Fire Suppression Support	Rapid deployment of temporary water supply lines for fire response	Supports Fire Department and Emergency Management in wildfire or structural fire scenarios
Disaster Response	Storm, flood, or drought contingency water delivery	Provides rapid temporary water infrastructure during regional emergencies
Space Saving	Flat storage reduces equipment footprint	Lower storage requirements compared to rigid piping
Rapid Deployment	Quick install/remove cycles	Set up in hours versus days for rigid or semi-permanent piping
Durability	Puncture-resistant, high-pressure rated	Minimal risk of failure during extended use

This proprietary hose system has already been field-proven in municipal, industrial, and emergency operations, and can serve as a major asset for the City's long-term water resiliency planning.

Emergency Preparedness & Response Services:

- **24/7 Emergency Dispatch:** Immediate mobilization of chemical supply or water transfer equipment.
- **Storm & Disaster Pre-Positioning:** Proactive inventory staging during severe weather forecasts.
- **Mobile Water Transfer Units:** Ability to deploy water delivery equipment for rapid municipal support.
- **Spill Containment & Environmental Response:** Equipment and trained personnel available to mitigate hazardous releases.

Municipal Technical Services & Safety Support:

- **Regulatory Compliance Support:** Assistance with state and federal inspections, audits, and reporting.
- **Operator Training Programs:** Safety, chemical handling, and regulatory training for City operators.
- **On-Site Safety Audits:** Periodic facility reviews to strengthen onsite safety protocols and ensure ongoing compliance.

Dedicated Partnership Management:

- **Account Management:** Single point-of-contact for daily operations, reporting, and issue resolution.
- **Joint Planning Reviews:** Scheduled partnership meetings for contract performance, operational optimization, and forward planning.
- **Customized Reporting:** Tailored reporting packages for City management, regulatory bodies, and internal reviews.

Value-Added Summary Conclusion:

Terra Midstream is uniquely positioned to bring the City of Lewisville far more than chemical deliveries. We bring a highly capable partner invested in long-term operational success. Through advanced chemical programs, proprietary technologies like Layflat Hose Systems, emergency preparedness services, regulatory compliance support, and collaborative account management.

This partnership allows the City of Lewisville to benefit from Terra's full-service capabilities while ensuring the long-term reliability, safety, and security of its water and wastewater treatment operations.

Expanded Sustainability Response – City of Lewisville 2025**1. Reduce Energy Consumption:**

Details: "We use advanced water movement systems to eliminate trucking. We currently have reduced trucking demand by 2,000 - 5,000 trucks per day."

Expanded Summary:

Terra Midstream implements advanced water conveyance technologies specifically high-capacity Layflat Hose systems and mobile pumping platforms that entirely replace the need for conventional water hauling via tanker trucks. This transition from fuel-dependent trucking to efficient in-ground water transfer pipelines has resulted in the elimination of approximately 2,000 to 5,000 truck trips per day in comparable operations.

The environmental impact of this transformation is significant: by removing thousands of diesel-fueled vehicles from the roads, Terra helps cities reduce their Scope 1 and Scope 3 greenhouse gas emissions, improve regional air quality, and limit road surface degradation. Additionally, the system reduces noise pollution, vehicle maintenance impacts on municipal infrastructure, and emergency response risks associated with heavy vehicle traffic. This innovation supports the City of Lewisville's sustainability goals by contributing to long-term reductions in fossil fuel dependency and aligning with national climate action initiatives.

2. Reduce Toxicity, Including Emissions

Details: “We strip hydrocarbons and other toxic substances from recycled water streams to allow it to be reused. 8.4 MM gpd.”

Expanded Summary:

Our chemical treatment processes are designed not only for reuse but for purification effectively removing hydrocarbons, metals, sulfides, and other toxic constituents from used water streams. By processing over 8.4 million gallons per day, Terra Midstream dramatically improves the quality of effluent and recycled water.

The reduction in hazardous waste results in fewer reportable discharges and fewer regulatory violations, strengthening compliance with state and federal environmental mandates. Furthermore, our odor-neutral chemical treatments reduce airborne emissions, including volatile organic compounds (VOCs), which directly benefit public health and neighborhood livability. This approach ensures that Terra’s operational footprint remains low-toxicity and environmentally responsible in even the most sensitive service areas.

3. Reduce Waste

Details: “By recycling produced water we eliminate the need to dispose of the water in a Class III well.”

Expanded Summary:

Terra Midstream has developed scalable water recycling systems that prevent millions of gallons of produced or processed water from being permanently injected into Class III wells. By capturing and reusing these flows, the company diverts waste from environmentally burdensome disposal methods and returns the water to the operational cycle.

This not only conserves natural aquifers but also limits geological disturbances associated with deep well injection. Additionally, it reduces the demand for regulatory permitting, landfill use, and long-haul transportation of brine or sludge byproducts. This model embodies the zero-waste hierarchy and reflects Lewisville’s mission to reduce long-term environmental liabilities while enhancing resilience against water scarcity and drought.

4. Contain Recyclable Materials

Details: “We strip out oil and clean it so that it can be used as a resource instead of being disposed of.”

Expanded Summary:

One of the most innovative components of Terra Midstream’s approach is its ability to recover resources from contaminated water. Using oil-water separation, filtration, and reconditioning technologies, Terra extracts petroleum-based hydrocarbons from waste streams that are restored to usable form. These materials can then be repurposed or sold as industrial input, offsetting environmental costs and supporting circular economic principles.

This capability reduces both the quantity and toxicity of municipal waste and eliminates the need for costly hazardous disposal services. The City of Lewisville benefits from this resource recovery by gaining a partner that prioritizes waste diversion, material stewardship, and reduction in cradle-to-grave liability exposure.

5. Reduce Water Consumption

Details: “We recycle approximately 8.4 MM gpd to reduce the dependency on fresh water.”

Expanded Summary:

With over 8.4 million gallons of water recycled daily through our mobile treatment infrastructure, Terra Midstream reduces dependency on freshwater withdrawals from rivers, reservoirs, and groundwater sources. In water-stressed regions such as North Texas, this model provides essential conservation support while investing in consistent water availability for municipal and industrial use.

The recycled water can be reused for non-potable operations such as street cleaning, irrigation, or infrastructure flushing freeing up potable water reserves for residential and emergency use. This approach also buffers cities against drought-related shutdowns or rationing measures. Terra’s ability to sustain a high-volume water reuse program directly advances Lewisville’s goal of ensuring intergenerational water security and resource equity.

6. Other Environmental Impacts

Details: “Stewards of community. We used our water transfer equipment to transfer in fresh water to push saltwater away from potable water resources and into the Mississippi River, back out into the ocean.”

Expanded Summary:

Beyond routine operations, Terra Midstream actively engages in environmental protection during emergencies. In one notable deployment, our teams mobilized specialized equipment to move large volumes of freshwater into threatened regions, pushing saltwater to encroach away from critical municipal water intakes.

This mitigated salinity intrusion and preserved clean water access for communities during a regional crisis. Terra's emergency response and environmental engineering capabilities demonstrate our commitment to holistic sustainability, one that includes environmental justice, climate resilience, and regional cooperation. By investing in scalable tools and rapid deployment models, Terra offers the City of Lewisville a reliable partner in both everyday operations and unexpected environmental events.



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BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number: 801851606
Original Date of Filing: September 17, 2013
Formation Date: N/A
Tax ID: 14636635626
FEIN: 463663562
Name: Terra Oilfield Services, LLC
Address: 15487 Pin Oak Drive
Conroe, TX 77384 USA
Fictitious Name: N/A
Jurisdiction: DE, USA
Foreign Formation Date: April 22, 2013

REGISTERED AGENT	FILING HISTORY	NAMES	MANAGEMENT	ASSUMED NAMES	ASS
Name					
COGENCY GLOBAL INC.					
Address					
1601 Elm St., Suite 4360 Dallas, TX 75201 USA					

CHEMICAL ACCREDITATION To ANSI/NSF STANDARDS

Terra Midstream (a division of Terra OFS) affirms that all chemical products being bid on under RFB 25-64-A *Annual Contract for Water & Wastewater Treatment Chemicals* fully comply with the specifications and regulatory standards outlined by the City of Lewisville.

See the corresponding chemical below:

Chemical Compliance Summary – Terra Midstream (RFB 25-64-A)

Chemical	Specification	Certifications & Compliance
Anhydrous Ammonia	NH ₃ "C" grade; Order Size 3–4 Tons; AWWA B305	AWWA B305. NSF/ANSI 60
Liquid Sulfur Dioxide	SO ₂ in one-ton containers; Minimum two containers per order	NSF/ANSI 60
Sodium Hypochlorite	12.5% C12 solution; AWWA B300; 400 gal min order; 100-ft hose required for offload	NSF/ANSI 60, AWWA B300, Delivery hose length compliance met
Liquid Ferric Sulfate	Fe ₂ (SO ₄) ₃ at 60% concentration; Specific Gravity 1.5–1.59	NSF/ANSI 60
Calcium Hypochlorite	65% active; 100 lb dry powder	NSF/ANSI 60
Liquid Ammonium Sulfate	38–40%; Order size min 7,500 lbs; AWWA B300	NSF/ANSI 60, AWWA B300

Each chemical offered has been reviewed for conformance with the applicable **NSF/ANSI, AWWA, and ASTM standards**, and necessary documentation, certifications, and compliance declarations will be made available upon request.

Where applicable, Terra Midstream has ensured that:

- **NSF/ANSI Standard Certifications** are provided for all chemicals in direct or indirect contact with potable water.
- **AWWA standards** are met for material quality and performance.
- **ASTM compliance** is declared with an affidavit where granular product specifications are required.

Conclusion:

In full alignment with the City of Lewisville's specifications for RFB 25-64-A, Terra Midstream's certification ensures that our chemical bid fully meets all required specifications, regulatory standards, and quality assurance protocols necessary for safe, effective municipal water treatment operations.