

**PROCUREMENT DOCUMENTS
FOR
LABORATORY SERVICES**

**JORDAN BASIN IMPROVEMENT DISTRICT
1253 West Jordan Basin Lane
Bluffdale, UT 84065
(801) 571-1166**

APPLICABLE DATES/DEADLINES:

Post Notice & Invitation to Bid:	Monday, August 31, 2026
Bid Inquiries:	Thursday, September 17, 2026
Bid Deadline and Opening:	Thursday, September 24, 2026 @ 2:00 PM

NOTICES AND INQUIRIES TO BE POSTED AT: Utah Procurement Place (U3P)/Bonfire

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PART A
THE DISTRICT

The Jordan Basin Improvement District (the “District”) provides wastewater infrastructure and services for portions of Salt Lake County and Utah County, Utah. The District’s collection system is comprised of approximately 1,100 miles of sanitary sewer lines. The District owns and operates a 15 MGD membrane bioreactor wastewater treatment plant known as the Jordan Basin Water Reclamation Facility (JBWRF). The JBWRF is located at 13826 South Jordan Basin Lane, Riverton, Utah.

Jordan Basin Improvement District (JBID) is requesting bids from qualified vendors to supply laboratory services for wastewater sampling and testing.

-- End of Part A; The District --

PART B
DESCRIPTION OF BIDDING PROCESS AND
NOTICE INVITING BIDS

BIDDING PROCESS. This Invitation to Bid invites actual bids from qualifying laboratories and laboratory service providers. Inquiries about this Invitation to Bid may be submitted to the District through Utah.bonfirehub.com on or before 4:00 p.m. Thursday, September 17, 2026. Bidders shall submit sealed electronic bids via Bonfire Software on or before 2:00 p.m. on Thursday, September 24, 2026.

RECEIPT OF BIDS. Electronic sealed bids will be accepted via Bonfire until 2:00 p.m., on Thursday, September 24, 2026.

SUMMARY OF DATES & DEADLINES

DEADLINE ITEM	DATE – NO LATER THAN
District Issues Notice and Invitation to Bid	Monday, August 31, 2026
Bid Inquiries – (through Bonfire)	Thursday, September 17, 2026 – 4:00 PM
Bid Deadline	Thursday, September 24, 2026 – 2:00 PM

GENERAL DESCRIPTION OF WORK; PER SAMPLE BIDS; TERM: The District seeks bids from qualified laboratories for laboratory and analytical services. The successful bidder(s) will be National Environmental Laboratory Accreditation Program (NELAP) accredited and be capable of performing analysis in compliance with Title 40 of the Code of Federal Regulations (CFR) Part 136, and/or the most recent analytical methods approved by the U.S. Environmental Protection Agency (EPA).

All samples submitted for analysis will be collected by District personnel. Samples will include wastewater plant influent, effluent, flows, and biosolids of the JBWRF, as well as wastewater collected from commercial and industrial users of the District. Samples will be held for pick-up by the laboratory services provider at the JBWRF Laboratory.

Bid submittals shall be comprised of a “per sample” bid price for each parameter (pollutant) listed in Part D – Bid Forms, Cost Schedule – Unit Price. Bidders must submit a “per sample” price on all of the parameters Listed. Submittals must also include answers to the Supplemental Questions listed in Part D – Bid Forms, Cost Schedule – Unit Price.

An agreement may be executed with the successful bidder(s) for a one-year term and may be extended for 4 additional years. For continuity, consistency, and efficiency, the District intends to award all laboratory work described herein to one bidder. At the end of the first year term, the agreement(s) may be extended for one or more additional one-year terms, with the total contract length not to exceed five (5) years.

SPECIFICATIONS: Bidders and submittals must satisfy all technical and performance requirements contained in Procurement Documents.

Qualified laboratories must be able to meet the following requirements to be considered responsive:

- Must be able to run all required testing, and perform analysis within designated holding times
- Must have a laboratory located within fifty (50) miles of the JBWRF facility in case of emergency testing or other needs of JBWRF
- Provide all courier services and shipping at no cost to JBWRF

DELIVERY SCHEDULE: Following the completion of each series of analytical testing, the successful bidder will submit analytical reports to the District in an electronic format (via email) consistent with the Turnaround Times required on the Part D – Bid Forms, Cost Schedule – Unit Price portion of their submittal.

QUANTITIES. The District shall provide samples to the successful bidder for analysis in numbers and frequency described in Part D – Bid Forms, Cost Schedule – Unit Price.

BID ITEMS. Bidder must provide, all items and services as described herein.

PRICES. Prices quoted must include all charges, including but not limited to: analytical testing, reporting and data composition, courier or delivery fee as applicable. Prices shall be firm for the duration of the agreement. Prices for successive annual terms may be adjusted annually at time of renewal.

EXEMPTION FROM SALES AND USE TAX. Supplier shall pay all sales, consumer, use and other similar taxes required by law to be paid for the production and delivery of the Product and Services. The District is exempt from paying sales and use taxes. The District's Utah State sales and use tax exemption number is: 12257770-002-STC.

OWNER'S RIGHTS RESERVED. The District reserves the right to reject any or all bids, to waive any formality in a bid and to make awards in the interest of the District. Discounts offered under payment terms, will be evaluated to determine the lowest overall cost to the District. The District intends to select a single Bidder for the supply and delivery of all bid items.

-- End of Part B; Description of Bidding Process and Notice Inviting Bids --

PART C

INSTRUCTIONS TO BIDDERS

FORM OF BID. The bid shall be made on the Bid Forms included herein. The completed documents contained in Part D – Bid Forms shall be submitted via sealed electronic bid in PDF format on Bonfire (U3P).

The remainder of the Bid Documents received from the District are not required to be returned with the bid submittal.

DELIVERY OF THE BID. The bid shall be delivered by the time and to the place stipulated in the Notice Inviting Bids. It is the Bidder's sole responsibility to ensure that its bid is received at the proper date, time and location. Late bids will not be considered by the District.

WITHDRAWAL OF BID. Bids shall be unconditionally tendered to the District, without alteration or correction; provided however, that a Bidder may by means of a timely written request, signed by the Bidder, withdraw or correct its bid. Such written request shall be delivered to Joel Thompson, General Manager, via email (joelt@jbidut.gov), prior to the closing time for receipt of bids; and any correction shall be received by the District prior to the closing time for bids.

OPENING OF BIDS: The bids will be publicly opened and read at the offices of the District at the date and time set forth above. After bids are opened and read, the District will calculate the actual cost to the District of each proposal, and will notify bidders of the results as required by law.

MODIFICATIONS AND ALTERNATIVE BIDS. Unauthorized conditions, limitations, or provisions attached to a bid will render it non-responsive or non-responsible and may cause its rejection. However, alternative bids may be submitted for consideration by the District. Oral, facsimile transmission, telegraphic, or telephonic bids or modifications will not be considered by the District.

DISCREPANCIES IN BIDS. In the event there is more than one bid item in a bid schedule and/or the total indicated for the schedule does not agree with the sum of the prices being bid on the individual items, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly, and the Bidder shall be bound by said correction.

BIDDER'S EXAMINATION OF BIDDING DOCUMENTS AND DISTRICT FACILITIES. It is the responsibility of each Bidder before submitting a bid to:

- A. Examine the bid documents thoroughly.
- B. Visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of work.
- C. Consider federal, state and local laws and regulations that may affect cost, progress, performance or furnishing of the work.
- D. Study and carefully correlate the Bidder's observations with the bid documents.
- E. Notify the District of all conflicts, errors, or discrepancies in the Procurement Documents.

DISQUALIFICATION OF BIDDERS: If there is a reason to believe that collusion exists among Bidders, all bids will be rejected.

EVALUATION OF BIDS AND AWARD OF PROCUREMENT AGREEMENT. Award of the Procurement Agreement, if awarded, will be made utilizing the following criteria: a responsive and responsible bid; compliance with the Technical Specifications outlined in the Procurement Documents; and lowest overall cost to the District. The award(s) will be made to the responsive and responsible Bidder whose bid complies with all the requirements of the Procurement Documents and whose bid presents the lowest overall cost to the District.

EXECUTION OF AGREEMENT. The Bidder to whom award is made shall execute a written Procurement Agreement with the District within 10 calendar days following notification of acceptance by the District. The Procurement Agreement shall be in a form substantially similar to that found in the Procurement Documents, Part E. Failure or refusal to enter into the Agreement or to conform to the requirements of the Bid Documents shall be cause to annul the award. If the successful bidder fails to execute the Agreement, the District may award the contract to the second lowest responsive and responsible bidder, or reject all bids and re-advertise for rebidding.

PROPRIETARY / PROTECTED INFORMATION. Bids provided to the District are presumed to be public records and are available for public review or inspection. If a firm believes that any portion of its Bid includes proprietary information or is otherwise protected under the Utah Government Records Access Management Act (“GRAMA”), the Bid shall clearly identify each portion of the Bid that the firm claims is protected, clearly designating the same with the words “*PROPRIETARY / PROTECTED INFORMATION.*” The District will not provide any advice (legal or otherwise) on matters relating to GRAMA, and firms are to seek independent legal advice on issues concerning such matters. To the extent allowed by law, the District will honor a designation of protection under GRAMA. By submission of a Bid the firm acknowledges that, in the event that the District is required to disclose allegedly proprietary or protected materials, the District shall have no obligation or liability for such a disclosure. A firm that claims material to be exempt from disclosure under GRAMA, shall defend, indemnify and hold harmless the District from any claim or suit arising from the District’s refusal to disclose any such material, including the payment of all costs and attorney’s fees of legal counsel to be selected by the District.

-- End of Part C; Instructions to Bidders --

**PART D
BID FORMS**

**BID SUBMITTED TO: JORDAN BASIN IMPROVEMENT DISTRICT/JORDAN BASIN
WATER RECLAMATION FACILITY – FOR LABORATORY SERVICES**

1. The undersigned Bidder hereby agrees, if this bid is accepted, to enter a Procurement Agreement with the Owner substantially in the form of Part E of the Procurement Documents.
2. Bidder accepts all of the requirements, terms and conditions of the Procurement Documents, including without limitation those in the Notice Inviting Bids and Instructions to Bidders, the Procurement Agreement and the General Conditions.
3. This bid will remain open for the period stated in the Notice Inviting Bids unless otherwise required by law. Bidder will enter the Procurement Agreement within the time and in the manner required in the Procurement Documents.
4. Bidder has familiarized itself with the nature and extent of the procurement Work, the location where the Services are to be delivered, the equipment where the Product will be utilized, all applicable legal requirements (federal, state and local laws, ordinances, rules, and regulations), and all conditions affecting cost, progress or performance of the Work, and has made such other independent investigations as Bidder deems necessary.
5. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the District.
6. To all the foregoing, and including all cost schedule(s) and information required of Bidder contained in this bid form, said Bidder further agrees to complete the Work required under the Procurement Documents within the contract time stipulated in the Procurement Documents, and to accept in full payment the contract price based on the total price(s) named in the Cost Schedule submitted herewith.

Dated: _____, 2026 Bidder: _____

Signature: _____

By: _____

Title: _____

COST SCHEDULE – UNIT PRICE

Schedule of unit prices for procurement of “Laboratory Services” in accordance with the Procurement Documents.

Invitation to Bid LABORATORY SERVICES

PARAMETER	METHOD	DEPT	APPROXIMATE #/FREQUENCY*	PER SAMPLE BID PRICE**	TURNAROUND TIME
Biochemical Oxygen Demand (BOD5)	SM 5210 B	Pretreatment	20/week		
		Laboratory	2/week		
Chemical Oxygen Demand (COD)	Hach 8000	Pretreatment	6-24/week		
Total Suspended Solids (TSS)	SM 2540 D	Pretreatment	6-24/week		
		Laboratory	2/week		
Oil & Grease, Total	1664A	Pretreatment	24/week		
		Laboratory	None		
Oil & Grease, Petroleum	1664A (SGT)	Pretreatment	35/qtr		
		Laboratory	None		
Volatiles	EPA 624	Pretreatment	1/six months		
		Laboratory	2/year		
Semi Volatiles	EPA 625	Pretreatment	1/six months		
		Laboratory	2/year		
Pesticides	EPA 608	Pretreatment	1/six months		
		Laboratory	2/year		
Cyanide	4500-CN	Pretreatment	2/qtr		
		Laboratory	2/qtr		
Metals: Ag, As, Cd, Cr, Cu, Mo, Ni, Pb, Se, Hg, Zn	EPA 200.7/200.8	Pretreatment	5/qtr		
		Laboratory	5/qtr		
Metals: Sample Prep Fee		Pretreatment	5/qtr		
		Laboratory	8/year		
Phosphorus, Total	SM 4500 P-E	Pretreatment	3/qtr		
		Laboratory	2/week		
Phosphorus, Ortho	SM 4500 P-E	Pretreatment	None		
		Laboratory	1/week		
Ammonia (NH3)	SM 4500 NH3-D	Pretreatment	None		
		Laboratory	2/week		
Nitrate as N	EPA 300.0	Pretreatment	None		
		Laboratory	1/week		
Nitrite as N	EPA 300.0	Pretreatment	None		
		Laboratory	1/week		

Alkalinity	SM 2320 B	Laboratory	2/month		
Total Organic Carbon (TOC)	SM 5310 C	Laboratory	3/month		
Dissolved Organic Carbon (DOC)	SM 5310 C	Laboratory	3/month		
Total Kjeldahl Nitrogen (TKN)	SM 4500 NH3-D	Pretreatment	None		
		Laboratory	2/month		
pH – Solids	SW 9045C	Pretreatment	None		
		Laboratory	12/year		

Volatiles	SW 8260	Pretreatment	None		
		Laboratory	1/qtr		
Metals As, Cd, Cr, Cu, Mo, Ni, Pb, Se, Hg, Zn	SW 6010B	Pretreatment	None		
		Laboratory	12/year		
Mercury (Hg)	EPA 1631	Pretreatment	None		
		Laboratory	5/qtr		
Sludge Waste Profile	Various	Pretreatment	None		
		Laboratory	1/year		
Add below any other fees not itemized above					

*Estimates are for 2026. They are approximate and subject to change. Pretreatment numbers are expected to increase approximately 5% each succeeding year.

SUPPLEMENTAL QUESTIONS	YES	NO
Does your bid include providing sample bottles with necessary preservation?		
Do you provide a courier service or shipping at no cost?		
Do you have a laboratory within 50 miles of JBWRF Facility (13826 S. Jordan Basin Lane, Riverton, UT 84065)?		
Are you able to run all required testing, and perform analysis within designated holding times?		
If sample transport service is provided, indicate the days of week that service would be provided.	Sun Mon Tues Wed Thurs Fri Sat	
Will all of the above analysis be performed by the bidder, or will some work be subcontracted to a 3 rd party?		
In subcontracted, please indicate the name(s) of subcontractor(s) and what analysis would be handled by 3 rd party.		

Attach additional pages as needed.

Bidder understands that the District reserves the right to reject any or all bids, and waive any formalities in a bid and to make awards in the best interest of the District.

Respectfully submitted,

By: _____

Phone: _____

Title: _____

Complete Business Name and Address:

BIDDER'S GENERAL INFORMATION

The BIDDER shall furnish the following information with the bid. This general information shall also be used in evaluating the bid. Additional sheets shall be attached as required. Failure to complete this sheet will cause the bid to be non-responsive and may cause its rejection. In any event, no award will be made until all of the Bidder's general information is delivered to the District.

Sales Office

Name of Company: _____
Street Address: _____

Normal Working Hours: _____
Responsible Personnel: _____
Name Telephone

Person(s) authorized to sign Affidavit of Compliance-Warranty

Normal Working Hours: _____
Responsible Personnel: _____
Name Telephone

Ordering Office

Normal Working Hours: _____
Responsible Personnel: _____
Name Telephone

Emergency Assistance (24/7)

Name Telephone

-- End of Part D; Bid Forms --

PART E
CONTRACT DOCUMENTS

PROCUREMENT AGREEMENT

THIS PROCUREMENT AGREEMENT is dated and effective _____, 2026, by and between the Jordan Basin Improvement District, (the "District" or "Owner") and _____, (the "Supplier"). The District and the Supplier, in consideration of the mutual covenants hereinafter set forth and for other valuable consideration the receipt and adequacy of which is acknowledge, agree as follows:

ARTICLE 1: PRODUCT SUPPLY, DELIVERY AND TECHNICAL SERVICES

Supplier shall provide Laboratory Services and technical services as specified and indicated in the Procurement Documents and the Supplier's awarded Bid.

ARTICLE 2: POINT OF DELIVERY.

The location where sample containers are to be delivered and samples picked up, as defined in the General Conditions as the Point of Delivery, is designated as: For JBWRF Laboratory, the Jordan Basin Water Reclamation Facility at 13826 South Jordan Basin Lane, Riverton, UT 84065. For JBID the Pretreatment department, the JBID West Shop - Pretreatment bay at 1231 W Jordan Basin Lane, Riverton, UT 84065.

ARTICLE 3: COMMENCEMENT AND TERM OF CONTRACT – DELIVERY CAPACITY AND REQUIREMENTS

3.1 Term and Renewal. The Supplier shall provide Laboratory Services, along commencing September 30, 2026 and continuing through October 1, 2026. This contract may be renewed by the District for successive one (1) year terms; with the total contract term not to exceed five (5) years.

ARTICLE 4: CONTRACT PRICE

The District shall pay Supplier for furnishing Laboratory Services in accordance with the Procurement Documents in current funds as shown on the Supplier's bid. The contract price shall include all charges, including but not limited to supply, delivery, and technical services. Prices shall be firm from September 30, 2026, through October 1, 2027. Prices for successive annual terms may be adjusted as provided herein.

ARTICLE 5: PAYMENT PROCEDURES

Payment for lab services shall be based on the quantity of Laboratory Services provided. The amount paid shall be determined by comparing executed and signed chain of custody documents with the Supplier's request for payment. The District's purchase order number shall accompany every request for payment from the Supplier.

ARTICLE 6: PROCUREMENT DOCUMENTS

The Procurement Documents comprise the entire agreement between District and Supplier concerning the Work, and those documents include all documents included in the District's Invitation to Bid, this

Agreement the General Conditions and all Procurement Documents as defined in the General Conditions. The Procurement Documents also include Change Orders which may be delivered or issued after the effective date of this Agreement.

There are no Procurement Documents other than those listed in this Article 6. The Procurement Documents may only be amended by written Change Order as provided in Article 6 of the General Conditions.

ARTICLE 7: MISCELLANEOUS

Terms used in this Agreement and throughout the Procurement Documents which are defined in Article 1 of the General Conditions will have the meanings there indicated.

No assignment by a party of any rights under or interests in the Procurement Documents will be binding on another party without the written consent of the party sought to be bound; and no assignment will release or discharge the assignor from any duty or responsibility under the Procurement Documents.

IN WITNESS WHEREOF, the District and the Supplier have caused this Agreement to be executed the day and year first above written.

Jordan Basin Improvement District: By: _____ Its: _____ Attest: _____ District Clerk	Supplier: By: _____ Its: _____
Address for Giving Notice: _____ _____	Address for Giving Notice: _____ _____

PART E (continued)
CONTRACT DOCUMENTS
GENERAL CONDITIONS

ARTICLE 1: DEFINITIONS

Wherever used in these General Conditions or in the other Procurement Documents, the following terms have the meanings indicated below. Terms used in these General Conditions, which are defined in the Procurement Agreement, will have the meanings indicated in the Procurement Agreement.

Addenda: Written or graphic instruments issued prior to the opening of bids which clarify, correct or change the Procurement Documents.

Bonfire (U3P): The web provider/portal through which the District conducts its procurement processes.

Bid: The offer or bid of the Supplier submitted on the prescribed form setting forth the price(s) for furnishing the laboratory services.

Change Order: A document, which is signed and dated by Supplier and the District after the effective date of the Procurement Agreement, and authorizes an addition, deletion or revision in the laboratory services or services, an adjustment in the contract price or the contract time, or otherwise modifies the terms, conditions or requirements of the Procurement Documents.

Contract Price: The amount of money payable by the District to Supplier under the Procurement Documents.

Contract Time: The number of successive calendar days stated in the Procurement Documents for furnishing the laboratory services. Time is of the essence of every performance or requirement of the Procurement Documents.

Day: A calendar day of 24 hours measured from 12:01 a.m. to the next midnight.

Defect/Defective: Refers to laboratory services which, in the opinion of the District, are unsatisfactory, faulty or deficient, and do not conform to the Procurement Documents or do not meet the requirements of any inspection, reference, standard, test or approval referred to in the Procurement Documents.

District: The Jordan Basin Improvement District; includes references to "Owner."

FOB Point of Delivery: All transportation charges to the Point of Delivery, including but not limited to switching, trucking, lighterage, and special handling shall be paid by the Supplier.

JBWRF: The Jordan Basin Water Reclamation Facility located at 13826 South Jordan Basin Lane, Riverton, UT 84065.

Point of Delivery: The place(s) designated in the Procurement Documents where the product is to be delivered. Unless otherwise indicated, the Point of Delivery shall be the JBWRF, defined above.

Procurement Agreement: The agreement made between the District and Supplier as of the specified date.

Procurement Documents: The Procurement Documents are as defined as all documents included in the District's "Procurement Documents for Laboratory Services" issued by the District on or about August 31, 2026, including without limitation Supplier's completed bid documents.

Services: Laboratory Services to be furnished to the District by Supplier as required by the Procurement Documents.

Supplier: The party to whom the Agreement is awarded; and who has agreed to supply and deliver the Laboratory Services to the District.

Technical Specifications: The Technical Specifications as set forth in the District's Procurement Documents.

Work: The provision and/or delivery of Laboratory Services to the District by the Supplier and all Services including technical services associated therewith.

ARTICLE 2: INTENT OF PROCUREMENT DOCUMENTS

2.1 The Procurement Documents comprise the entire agreement between the District and the Supplier concerning the furnishing of the Laboratory Services. The Procurement Documents may be altered only by a written Change Order.

2.2 The Procurement Documents are complementary; what is called for by one is as binding as if called by all. If, during performance of the Procurement Agreement, Supplier discovers a conflict, error or discrepancy in the Procurement Documents, Supplier shall report the same to the District immediately in writing. If the conflict, error or discrepancy affects Supplier's performance, Supplier shall request and obtain a written interpretation or clarification from the District before proceeding further.

2.3 All Services required by the Procurement Documents to produce the specific result, will be supplied and delivered by Supplier to the District. When words which have a well-known technical or trade meaning are used to describe products, materials, equipment or services, such words will be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organizations or association, or to the code of any government authority, whether such reference be specific or implied, shall mean the latest standard specification, manual or code in effect at the effective date of the Procurement Agreement, except as may be otherwise specifically stated. Where deemed

appropriate, clarifications and interpretation of the Procurement Documents shall be issued by and at the discretion of the District.

ARTICLE 3: SHIPMENT AND DELIVERY OF SERVICES

Shipment and delivery of the Laboratory Services shall be in accordance with this article, except as otherwise provided or specified.

3.1 All services will be delivered FOB Point of Delivery. Supplier shall select the means and methods of transportation. All transportation charges, including but not limited to switching, trucking, lighterage, and special handling will be paid by Supplier.

3.2 All deliveries to the JBWRF Laboratory will be required to enter the south end of the JBWRF property and proceed to the JBWRF Administration building. All deliveries to the JBID Pretreatment department will be required to proceed to the JBID West Shop Pretreatment bay located on the south side near the west end.

3.3 The District shall inspect sampling results upon delivery for the sole purpose of identifying the testing and general verification of quantities in order to provide a basis for payment.

ARTICLE 4: TAXES

Supplier shall pay all sales, consumer, use and other similar taxes required by law to be paid for the production and delivery of the product and furnishing of services. The District is exempt from paying sales and use taxes. The District's Utah State sales and use tax exemption number is 12257770-002-STC.

ARTICLE 5: SUPPLIER RESPONSIBILITIES

5.1 Supplier shall competently and efficiently coordinate all operations required to deliver the Services. Supplier shall designate in writing to the District a person with authority to act on behalf of Supplier with respect to Supplier's obligations under the Procurement Documents, and all communications given to or received from that person will be binding on Supplier.

5.2 Unless otherwise specified by the Procurement Documents, all workmanship will be of good quality and free from defects. All Services of the Supplier will be performed by competent and qualified personnel.

5.3 Supplier shall continue performance of the Procurement Agreement during all disputes or disagreements with the District. No furnishing of Services will be prejudiced, delayed or postponed pending resolution of any disputes or disagreements, except as Supplier and the District may otherwise agree in writing.

ARTICLE 6: CHANGES IN SERVICES

6.1 Without invalidating the Procurement Agreement, the District may order additions, deletions or revisions in the furnishings of Services. These changes will be authorized by Change Orders. Upon receipt of a Change Order, Supplier shall proceed on the basis of the change involved.

6.2 No change may be made in the Services without authorization of a written and duly signed Change Order.

ARTICLE 7: CHANGE OF CONTRACT PRICE

7.1 The contract price constitutes the total compensation payable to Supplier for furnishing the Services. All duties, responsibilities and obligations assigned to or undertaken by Supplier shall be at its expense without change in the contract price.

7.2 The contract price may be modified only by a Change Order.

ARTICLE 8: CHANGE OF CONTRACT TIME

8.1 The contract time may be modified only by a Change Order.

8.2 The contract time will be extended in an amount equal to time lost due to delays beyond the reasonable control of the Supplier if a claim is made and substantiated.

8.3 All time requirements and performances set forth in the Procurement Documents are of the essence.

ARTICLE 9: WARRANTY AND GUARANTEE: TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE

9.1 Supplier's obligation to furnish the Services in accordance with the Procurement Documents is absolute, and Supplier warrants and guarantees to the District that all Services will be in accordance with the Procurement Documents and free from defects.

9.2 Neither any payment by the District to Supplier under the Procurement Documents, , nor any act of acceptance by the District, nor any failure to do so, nor the issuance of a notice of acceptability by the District, nor any correction of defective Services by the District, will constitute an acceptance of Services not in accordance with the Procurement Documents or a release of Supplier's obligation to furnish the Services in accordance with the Procurement Documents.

9.3 If at any time the District notifies Supplier in writing that any services or lab results are defective, Supplier shall promptly provide Services which conform to the Procurement Documents. If Supplier fails to do so within ten days, the District may obtain Services elsewhere, and may invoke the liquidated damages provisions hereof.

9.4 All costs of correcting, removing and replacing or of obtaining Services elsewhere and of exercising the District's rights and remedies under the Procurement Documents, will be charged against Supplier, and, if incurred prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Procurement Documents and reducing the Contract Price, or if incurred after final payment, an appropriate amount will be paid by Supplier to Owner. Such costs will include, but are not limited to, compensation for additional services. Supplier will not be allowed an extension of the Contract Time because of any delay in performance attributable to the exercise by the District of the District's rights and remedies under this paragraph.

ARTICLE 10: SUSPENSION, CANCELLATION AND TERMINATION

10.1 The District may, at any time and without cause, suspend the furnishing of Services by notice in writing to Supplier. The suspension may not exceed ninety days. Upon 15 days written notice from the District, Supplier shall resume performance. Supplier will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if Supplier makes and substantiates a claim which is approved by the Owner.

10.2 Upon the occurrence of any of the events listed below (10.2.A through 10.2.F), the District may, and after giving Supplier ten days' written notice, terminate the Procurement Agreement.

- A. Supplier commences a voluntary proceeding under any chapter of the Bankruptcy Code (Title 11, U.S. Code), as now or hereafter in effect or if Supplier takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to bankruptcy or insolvency;
- B. A petition is filed against Supplier under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Supplier under any other federal or state law in effect at the time relating to bankruptcy or insolvency;
- C. Supplier makes a general assignment for the benefit of creditors;
- D. A trustee, receiver, custodian or agent of Supplier is appointed to take charge or property of Supplier for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of Supplier's creditors;
- E. Supplier is unable to pay its debts generally as they become due; or
- F. Breach by Supplier of any provision of the Procurement Documents, and such breach continues for a period of 15 days after written notice to correct the breach from the District to Supplier.

10.3 Termination of the Procurement Agreement will not affect any rights and remedies of the District against Supplier then existing or which may thereafter accrue. Any retention or payment of moneys due Supplier by the District will not release Supplier from liability.

ARTICLE 11: SUPPLIER QUALIFICATIONS

Supplier hereby represents and warrants to the District that it has furnished similar services for wastewater treatment facilities comparable in size and complexity to the District's project.

ARTICLE 12: PATENT FEES

12.1 Supplier shall pay any royalties and patent license fees required for its performance of the Procurement Documents.

12.2 Supplier shall indemnify, defend and hold harmless the District, and its Trustees, officers, agents and employees, against all claims or liability arising from any patent, trade secret, know-how, license or copyright in connection with the services.

ARTICLE 13: CONTRACT TERM AND RENEWALS

13.1 The initial contract term shall be one (1) year. The contract may be renewed for one or more extensions; the term, as extended shall not exceed five (5) years. The determination of extensions will be made at the discretion of the District's procurement officer, who may consider factors such as overall savings and efficiencies associated with: reduced administrative burdens in procuring, negotiating and administering new contracts; continuity in the operations of the JBWRF;

the ability to obtain discounts associated with volume and term; and any other factor deemed relevant to the efficient operation of the District. The financial terms of extensions may be negotiated with the Supplier as deemed in the best interests of the District. The conditions for renewal will require that the Supplier has demonstrated complete and timely performance of all obligations to the District as defined in the Procurement Documents and that the Supplier consent to extension(s) of the contract on terms that are favorable to the District.

ARTICLE 14: COSTS AND ATTORNEYS FEES

14.1 The prevailing party in any proceeding to enforce the requirements of the Procurement Documents shall be entitled to an award of its costs and attorney's fees.

-- End of Part E; Contract Documents --

PART F
TECHNICAL SPECIFICATIONS

SECTION 1 – GENERAL

1.01 GENERAL

The Work to be performed shall consist of providing all Services, essential communications, and performing all Work, or other operations required in strict accordance with the Procurement Documents.

1.02 TESTING METHODS

The Table attached references the standard methods for testing parameters. This same information is provided in Part D of the Bid Documents.

1.03 WORK COVERED BY PROCUREMENT DOCUMENTS

The Work comprises providing Laboratory Services to the District on an as needed basis from _____, 2026, through _____, 2027.

REQUIRED TESTING PARAMETERS

Parameter	Method
Biochemical Oxygen Demand (BOD)	SM 5210 B
Chemical Oxygen Demand (COD)	Hach 8000
Total Suspended Solids (TSS)	SM 2540 D
Oil & Grease, Total	1664A
Oil & Grease, Petroleum	1664A (SGT)
Volatiles	EPA 624
Semi Volatiles	EPA 625
Pesticides	EPA 608
Cyanide	4500-CN
Metals: Ag, As, Cd, Cr, Cu, Mo, Ni, Pb, Se, Hg, Zn	EPA 200.7/200.8
Phosphorus, Total	SM 4500 P-E
Phosphorus, Ortho	SM 4500 P-E
Ammonia (NH3)	SM 4500 NH3-D
Nitrate as N	EPA 300.0
Nitrite as N	EPA 300.0
Alkalinity	SM 2320 B
Total Organic Carbon (TOC)	SM 5310 C
Dissolved Organic Carbon (DOC)	SM 5310 C
Total Kjeldahl Nitrogen (TKN)	SM 4500 NH3-D
pH – Solids	SW 9045C
Metals: As, Cd, Cr, Cu, Mo, Ni, Pb, Se, Hg, Zn	SW 6010 B
Mercury (Hg)	EPA 1631
Sludge Waste Profile	Various

-- End of Part F; Technical Specifications --