PROCUREMENT DOCUMENTS
FOR
TREATMENT CHEMICAL SUPPLY SERVICES

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

APPLICABLE DATES/DEADLINES:

Post Notice & Invitation to Bid	Monday, September 15, 2026
Bid Inquiries:	Thursday, October 1, 2026
Bid Deadline and Opening:	Thursday, October 8, 2026 @ 2:00 PM

NOTICES AND INQUIRIES TO BE POSTED AT: Utah Public Procurement (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 various treatment chemicals to be utilized at the water reclamation facility including; aluminum sulfate (8.3%), sodium hypochlorite (10% and 5.25%), and citric acid (50%).

-- 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 vendors to provide needed treatment chemicals. Inquiries about this Invitation to Bid may be submitted to the District through Utah.bonfirehub.com on or before 4:00 p.m. Thursday, October 1, 2026. Bidders shall submit sealed electronic bids via Bonfire Software on or before 2:00 p.m. on Thursday, October 8, 2026.

Bids shall clearly identify the exact "per gallon" or "per pound/dry static ton" of each chemical. The District will then calculate the actual cost of using each bidder's product by evaluating the proposed cost.

RECEIPT OF BIDS. Electronic sealed bids will be accepted via Bonfire until 2:00 p.m., on Thursday, October 8, 2026.

SUMMARY OF DATES & DEADLINES

DEADLINE ITEM	DATE – NO LATER THAN
District Issues Notice and Invitation to Bid	Monday, September 15, 2026
Bid Inquiries (through Bonfire)	Thursday, October 1, 2026 – 4:00 p.m.
Bid Deadline	Thursday, October 8, 2026 – 2:00 p.m.

GENERAL DESCRIPTION OF WORK: The District seeks bids from qualified vendors. Services include safe transportation and delivery of necessary treatment chemicals to designated filling ports or chemical storage areas. Chemicals include aluminum sulfate, sodium hypochlorite, and citric acid. Sodium hypochlorite and aluminum sulfate will be delivered via bulk tanker load and delivered into chemical storage tanks via piping system. Citric acid will be delivered via tote and filled into tanks by District staff.

SPECIFICATIONS: Products proposed in a supplier's bid shall meet or be of higher quality than outlined in the Technical Specifications set forth in Part F and Part G; Exhibit 1, and as contained in the Procurement Documents.

QUANTITIES: The District operates a wastewater treatment plant capable of processing inflows of approximately 15 MGD. The quantities of each chemical are estimated and the District makes no representation that it agrees to purchase chemicals in estimated amounts or any product at all. Actual purchases may be either less than or greater than estimated amounts. Individual deliveries shall be made in the form and quantities listed in the specifications. The table below provides an estimate of annual quantities needed:

Chemical	Pounds/Gallons Per Year
Sodium Hypochlorite 5.25%	166,220 lb.
Sodium Hypochlorite 10%	150,000 lb.
Citric Acid 50%	4,176 gallons
Aluminum Sulfate 8.3%	924,000 lb.

BID ITEMS. Any Bidder may bid to provide any single item, all items, or any combination of items. The District reserves the right to enter an agreement with one or multiple vendors, in the best interest of the District.

LENGTH OF CONTRACT. The term of this contract will be for one year, with four one-year extension options; the total contract term will not exceed five (5) years.

PRICES. Prices quoted must include a per pound or per gallon cost for the actual chemical, as well as additional cost for services such as: delivery/transportation; fuel; container washout; relevant tax; and technical assistance[1] costs. 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

INQUIRIES, PLANT WALK THROUGH. Bidders may schedule a facility walkthrough to inspect chemical fill and storage as part of the project. The scheduling of a facility walkthrough shall be directed to John Gallagher, Operations Supervisor. He can be reached via email at johng@jbidut.gov. All technical questions are to be posted via Bonfire. Once the walkthrough is completed, contact with Mr. Gallagher shall terminate and potential suppliers are to monitor Bonfire for questions, addenda, or any changes to the Procurement Documents.

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, or award of multiple bid items to a single Bidder, will be evaluated to determine the lowest overall cost and best service to the District. The District may award part or the entire contract to a single Bidder or combination of Bidders.

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

[1] Technical assistance can include support with storage, transportation, and general use of the chemicals. May include safety training for District staff and support when evaluating SDS data.

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 schedule.

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 by Bonfire at or before the deadline outlined above. 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 proposed chemical supplier, 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 any such 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. If needed, 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(s), 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. The Cost Schedule – Unit Price attached to the Procurement Documents as Part D, will be used to evaluate the actual cost to the District of each chemical. The District reserves the right to purchase products from multiple Suppliers.

EXECUTION OF AGREEMENT. The Bidder(s) to whom award(s) are 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 next 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

BIDS TO: JORDAN BASIN IMPROVEMENT DISTRICT/JORDAN BASIN WATER RECLAMATION FACILITY – FOR TREATMENT CHEMICAL SUPPLY

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 Product is to be delivered and stored, 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 "Treatment Chemical Supply," in accordance with the Procurement Documents. **One form is required for each chemical the Bidder intends to provide.**

Invitation for Bids
TREATMENT CHEMICAL – Sodium Hypochlorite 5.25%

COMPANY NAME:	
Annual Estimated Quantity of Liquid Sodium Hypochlorite 5.25%	**166,220 lbs.**
Unit: Gallon	
Unit: Price	
Unit Delivery Description	**Bulk Tanker (_________ gallons per load)**
Name of Manufacturer	
Material Origin	
Lead Time Required/Days	
Transportation Costs (Fuel, Freight, Tax, Container)	

A COPY OF THE SAFETY DATA SHEET FOR THE PRODUCT IS ATTACHED

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

Respectfully submitted,

By: ___________________________ Phone: _____________________________

Title:__________________________ Complete Business Name and Address:

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Invitation for Bids
TREATMENT CHEMICAL – Sodium Hypochlorite 10%

COMPANY NAME:	
Annual Estimated Quantity of Liquid Sodium Hypochlorite 10%	**150,000 lbs.**
Unit: Gallon	
Unit: Price	
Unit Delivery Description	**Bulk Tanker (_________ gallons per load)**
Name of Manufacturer	
Material Origin	
Lead Time Required/Days	
Transportation Costs (Fuel, Freight, Tax, Container)	

A COPY OF THE SAFETY DATA SHEET FOR THE PRODUCT IS ATTACHED

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

Respectfully submitted,

By: ____________________________ Phone: ______________________________

Title:___________________________ Complete Business Name and Address:

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Invitation for Bids
TREATMENT CHEMICAL – Citric Acid 50% (Food Grade)

COMPANY NAME:	
Annual Estimated Quantity of Citric Acid 50%	**4,176 gallons**
Unit: Gallon	
Unit: Price	
Unit Delivery Description	**Tote (_________ gallons per tote)**
Name of Manufacturer	
Material Origin	
Lead Time Required/Days	
Transportation Costs (Fuel, Freight, Tax, Container)	

A COPY OF THE SAFETY DATA SHEET FOR THE PRODUCT IS ATTACHED

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

Respectfully submitted,

By: ___________________________ Phone: _____________________________

Title:__________________________ Complete Business Name and Address:

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Invitation for Bids
TREATMENT CHEMICAL – Aluminum Sulfate 8.3%

COMPANY NAME:	
Annual Estimated Quantity of Aluminum Sulfate 8.3%	**924,000 lbs.**
Unit: Dry Ton	
Unit: Price	
Unit Delivery Description	**Bulk Tanker (_________ gallons per load)**
Name of Manufacturer	
Material Origin	
Lead Time Required/Days	
Transportation Costs (Fuel, Freight, Tax, Container)	

A COPY OF THE SAFETY DATA SHEET FOR THE PRODUCT IS ATTACHED

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

Respectfully submitted,

By: ____________________________ Phone: ______________________________

Title:___________________________ Complete Business Name and Address:

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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”) 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 furnish Treatment Chemicals, delivery, and technical services as specified or indicated in the Procurement Documents and in the Supplier’s awarded Bid.

ARTICLE 2: POINT OF DELIVERY.

The location where the Treatment Chemical is to be delivered as defined in the General Conditions as the Point of Delivery is designated as: The Jordan Basin Water Reclamation Facility 13826 South 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 treatment chemical Products and delivery, along with associated technical assistance commencing October 12, 2026 and continuing through October 31, 2027. 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.

3.2 Capacity. Supplier warrants that it has the capacity to provide a sufficient quantity of the Product to meet the needs of the JBWRF, which at present has a capacity of 15 MGD of sanitary sewer flows.

3.3 Order Placement and Delivery Deadlines. The District shall place each order not less than 3 days before the required delivery date. The Supplier shall make each delivery between three (3) and four (4) calendar days after an order has been placed by the District. The Supplier shall notify the District of a firm delivery date no fewer than two (2) days prior to delivery.

3.4 Liquidated Damages. The District and Supplier recognize that time is critical in the performance of this Procurement Agreement. The parties further acknowledge that it the Product is not timely delivered, the public health may be placed at risk, and the District may suffer significant financial losses. Further, the District and Supplier acknowledge the considerable delays, expenses and difficulties of proving actual losses or damages in a legal proceeding. Accordingly, and in lieu of requiring proof of such losses or damages, the District and the Supplier expressly agree that as liquidated damages for delay, Supplier shall pay District One Thousand Dollars ($1,000) for each day (or part of a day) that expires after the time specified in paragraph 3.3 for delivery of Supplier’s treatment chemical Product. The District shall be entitled to offset liquidated damages against any amounts owed by the District to the Supplier.

ARTICLE 4: CONTRACT PRICE

The District shall pay Supplier for furnishing the treatment chemical Products, delivery and technical 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 October 12, 2026, through October 31, 2027. Prices for successive annual terms may be adjusted as provided herein.

ARTICLE 5: PAYMENT PROCEDURES

Payment for Product received shall be based on the quantity of treatment chemical Products delivered. The amount shall be determined from the shipping manifest, and as verified by District's operator receiving the shipment. 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.

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

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

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 product 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 product and 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 product or 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. Individual delivery points shall be identified either during the site walkthrough or before the first delivery.

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 Treatment Chemical Supply" issued by the District on or about September 15, 2026.

Product: The treatment chemical products as described in the Procurement Documents and in Supplier's Bid, to be supplied and delivered by Supplier.

Services: 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 Product and/or Services to the District.

Technical Assistance: Technical assistance can include support with storage, transportation, and general use of the chemicals. May include safety training for District staff and support when evaluating SDS data.

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

Work: The provision and/or delivery of treatment chemical Products 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 Product and 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 Product, materials, equipment and 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 THE PRODUCT

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

3.1 All products 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 will be required to enter the south end of the JBWRF property and proceed to the JBWRF Process Building (Sodium Hypochlorite 10%, Citric Acid, and Aluminum Sulfate) or Disinfection Building (Sodium Hypochlorite 5.25%). Deliveries shall be made during regular operating hours of the Facility; Monday – Friday, 7:00 am – 3:00 pm MST. No deliveries will be accepted on weekends or holidays without written confirmation from the District.

3.3 The District shall inspect the Product upon delivery for the sole purpose of identifying the product and general verification of quantities in order to provide a basis for payment. Such inspection will not be construed as final or as acceptance of any product not in conformance with the Procurement Documents. If, when delivered, the product apparently is defective, the District will give prompt written notice to Supplier. Supplier shall, without cost to the District, correct the defect or replace the Product with non-defective Product. The District may accept delivery of the defective Product and remedy the defect as appropriate, with a corresponding reduction in the Contract Price and/or deduction from amounts owed to Supplier. The District may refuse to accept delivery of any product that is defective.

3.4 Supplier shall deliver the Product at the Point of Delivery in a safe manner, and as circumstances warrant (or as directed by the District), shall chock the truck and trailer during offloading, wear appropriate protective equipment, perform or participate in any required sampling in a clean and safe manner, and engage in any other activity deemed necessary for the safe and effective delivery of the Product.

ARTICLE 4: TAXES

Supplier shall pay all sales, consumer, use and other similar taxes required by law to be paid due to 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 Product and furnish 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 the materials incorporated in the Product will be new and of good quality. All workmanship will be of good quality and free from defects. Supplier shall, if required by the District, furnish satisfactory evidence of the source, kind and quality of the materials incorporated in the Product. 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 production of Product will be delayed or the timely delivery of Product or furnishing of Services be prejudiced, delayed or postponed pending resolution of any disputes or disagreements, except as Supplier and the District may otherwise agree in writing.

5.4 Supplier shall provide the District, testing agencies, and governmental agencies with jurisdictional interests, proper and safe access to Product in the process of production at reasonable times as is necessary for the performance of their functions in connection with the Procurement Documents.

ARTICLE 6: CHANGES IN THE PRODUCT OR SERVICES

6.1 Without invalidating the Procurement Agreement, the District may order additions, deletions or revisions in the Product or 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 Product or 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 Product and 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 changed 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 Product and Services in accordance with the Procurement Documents is absolute, and Supplier warrants and guarantees to the District that all Product and Services will be in accordance with the Procurement Documents and free from defects. Prompt notice of all observed defects will be given to Supplier. If any defect is found within ten working days of the date of Product delivery, the Supplier shall promptly replace the defective Product without charge to the District.

9.2 Neither any payment by the District to Supplier under the Procurement Documents, nor any use of the Product by the District, 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 Product or Services by the District, will constitute an acceptance of Product or Services not in accordance with the Procurement Documents or a release of Supplier's obligation to furnish the Product and Services in accordance with the Procurement Documents.

9.3 If at any time the District notifies Supplier in writing that any of the Product is defective, Supplier shall promptly provide Product which conforms to the Procurement Documents. If Supplier fails to do so within ten days, the District may obtain the Product elsewhere, and may invoke the liquidated damages provisions hereof.

9.4 All costs of correcting, removing and replacing defective Product 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 and all cost of repair and/or replacement of Product or property of the District or others destroyed or damaged by correction, removal or replacement of defective Product. 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 production and/or delivery of the Product or the furnishing of Services by notice in writing to Supplier. The suspension may not exceed ninety days. Upon fifteen 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 product and 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 product.

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 by the District's procurement officer in light of 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 attorneys 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 furnishing all Products, equipment, materials, supplies, and manufactured articles and providing all Services, essential communications, and performing all Work, or other operations required in strict accordance with the Procurement Documents.

1.02 WORK COVERED BY PROCUREMENT DOCUMENTS

The Work comprises supplying, delivering, unloading, and providing technical assistance for treatment chemical Products at the JBWRF on an as needed basis from October 12, 2026, through October 31, 2027.

SECTION 2 – THE PRODUCT

1. Product Specifications: See Part G; Exhibit "1" to these Procurement Documents.

2. Placement of Orders. Orders shall be accepted by the Supplier from the District's representatives between 8 a.m. and 3 p.m., Monday through Friday, excluding State/Federal holidays. The District shall endeavor to place all orders at least 3 calendar days prior to the date of desired delivery.

3. Point(s) of Delivery.

A. The product shall be delivered to the District at the JBWRF between the hours of 8 a.m. and 3 p.m., Monday through Friday, excluding State holidays. The address to which the delivery shall be made is:

Jordan Basin Water Reclamation Facility
13826 South Jordan Basin Lane
Riverton, UT 84065

B. The Supplier shall make the deliveries between three and four calendar days after an order has been placed.

C. Deliveries shall be made in approximately 4,500 gallon bulk tankers for sodium hypochlorite and aluminum sulfate, or 250/300 gallon totes for citric acid.

D. The District shall ensure access to necessary piping and filling connections at the JBWRF to transfer the Product from Supplier's transport into the District's facilities. The District shall verify that all valves and tanks are ready to receive product at time of delivery.

E. All delivery vehicles, cargo trailers and related equipment shall be in good working condition and shall be in full compliance with the applicable requirements of the Hazardous Materials Regulations of the United States Department of Transportation, Code of Federal Regulations, as currently issued.

F. The Supplier shall be responsible for delivering the Product in a manner that meets all safety requirements for the Product; and shall include a Safety Data Sheet (SDS) prior to or concurrent with each delivery.

G. Upon arrival at the District's facility, approval to unload must be obtained from the Operations Supervisor or facility operator receiving the shipment. Prior to unloading, the Supplier shall be required to furnish to the District the following items: the Supplier's shipping invoice; an Affidavit of Compliance-Warranty; and a shipping manifest. Failure to furnish any of these items may result in rejection of the delivery.

H. After unloading the Product, the truck driver shall obtain approval to leave from the Operations Supervisor or facility operator. Approval to leave will be granted after the site has been inspected for spillage or damage caused by the truck driver. All such spillage must be cleaned up before obtaining approval to leave the site. Any damage found shall be documented by the Operations Supervisor or operator and paid for by the Supplier upon billing by the District.

4. Affidavit of Compliance-Warranty

A. The SUPPLIER shall submit an Affidavit of Compliance Warranty with each delivery of the Product.

B. The Affidavit of Compliance-Warranty shall contain technical details for the product including chemical composition; date of manufacture; lot or batch number from manufacturer; etc.

C. The Affidavit of Compliance-Warranty shall be in the form described in Part G; Exhibit "2" to these Procurement Documents.

D. The person(s) authorized to certify the Affidavit of Compliance-Warranty for the Supplier shall be as stated on the bid.

5. Where deemed appropriate by the District, sampling of the Product will be performed prior to accepting the Product.

A. Where appropriate and when due to difficulties obtaining a representative sample of the Product, the Supplier shall provide the District with a sealed sample of the Product taken during loading of the delivery trailer. The sample shall be representative of the product delivered to the District.

B. Each sample shall be labeled with the date, chemical name, shipping invoice number, and sampler's name.

C. A chain-of-custody form shall accompany each sample and shall be properly completed by the operator collecting samples.

6. Shipping Manifest. The shipping manifest shall contain the gross weight of the product delivered

7. Testing. The District reserves the right to test any, all, or none of the deliveries for compliance with the technical specifications. In determining acceptability of the delivered product, the District will use the laboratory facilities owned and operated by the District, or may utilize the services of an independent testing laboratory.

8. Safety Data Sheet. The Supplier shall furnish a copy of a competed SDS with the bid. Failure to furnish a completed SDS may result in rejection of the bid.

-- End of Part F; Technical Specifications --

PART G
EXHIBITS TO PROCUREMENT DOCUMENTS

1. Chemical Specification Sheet
2. Affidavit Of Compliance-Warranty

Exhibit "1"
CHEMICAL SPECIFICATION SHEET

Liquid Sodium Hypochlorite, 5.25%	
GENERAL INTENT:	It is the intent of these specifications to obtain liquid sodium hypochlorite 5.25% for the cleaning of membrane filter fibers and filamentous bacteria control at the JBWRF. The Bidder must verify the capability of manufacturing or purchasing liquid sodium hypochlorite in specified quantities and must be able to deliver in such total amounts as will satisfy the needs of the District for a 12-month period. Estimated yearly pounds required by JBWRF for 2026 is 166,222 pounds. Bidder must have competent trained personnel familiar with liquid sodium hypochlorite.
SPECIFICATIONS:	Liquid sodium hypochlorite 5.25% supplied must have a shelf life of at least 90 days. The liquid sodium hypochlorite 5.25% must be compatible with the District's existing feed and storage system at the Jordan Basin Water Reclamation Facility. The liquid sodium hypochlorite 5.25% shall be free of any foreign substances that may adversely affect the activated sludge process at the treatment facility including the facility's final effluent quality. Material shall meet all local, state and federal safety requirements. Price shall be per gallon of liquid sodium hypochlorite 5.25%.
ESTIMATED QUANTITY:	Delivery is to be made in bulk ~4,500 gallons by tank truck.
DELIVERY DESTINATION(S):	Jordan Basin Water Reclamation Facility, 13826 S Jordan Basin Lane, Riverton, UT – Monday through Friday, 7:00 A. M. – 3:00 P.M. (excluding holidays)

Exhibit "1"
CHEMICAL SPECIFICATION SHEET

Liquid Sodium Hypochlorite, 10%

GENERAL INTENT:	It is the intent of these specifications to obtain liquid sodium hypochlorite 10% for the cleaning of membrane filter fibers and filamentous bacteria control at the JBWRF. The Bidder must verify the capability of manufacturing or purchasing liquid sodium hypochlorite in specified quantities and must be able to deliver in such total amounts as will satisfy the needs of the District for a 12-month period. Estimated yearly pounds required by JBWRF for 2026 is 150,000 pounds. Bidder must have competent trained personnel familiar with liquid sodium hypochlorite.
SPECIFICATIONS:	Liquid sodium hypochlorite 10% supplied must have a shelf life of at least 90 days. The liquid sodium hypochlorite 10% must be compatible with the District's existing feed and storage system at the Jordan Basin Water Reclamation Facility. The liquid sodium hypochlorite 10% shall be free of any foreign substances that may adversely affect the activated sludge process at the treatment facility including the facility's final effluent quality. Material shall meet all local, state and federal safety requirements. Price shall be per gallon of liquid sodium hypochlorite 10%.
ESTIMATED QUANTITY:	Delivery is to be made in bulk ~4,500 gallons by tank truck.
DELIVERY DESTINATION(S):	Jordan Basin Water Reclamation Facility, 13826 S Jordan Basin Lane, Riverton, UT – Monday through Friday, 7:00 A. M. – 3:00 P.M. (excluding holidays)

Exhibit "1"
CHEMICAL SPECIFICATION SHEET

Citric Acid, 50% (Food Grade)	
GENERAL INTENT:	It is the intent of these specifications to obtain food grade citric acid 50% for the cleaning of membrane filter fibers at the JBWRF. The Bidder must verify the capability of manufacturing or purchasing citric acid in specified quantities and must be able to deliver in such total amounts as will satisfy the needs of the District for a 12-month period. Estimated yearly gallons required by JBWRF for 2026 is 4,176 gallons. Bidder must have competent trained personnel familiar with citric acid.
SPECIFICATIONS:	Citric Acid 50% supplied must have a shelf life of at least 90 days. The citric acid 50% must be compatible with the District's existing feed and storage system at the Jordan Basin Water Reclamation Facility. The citric acid 50% shall be free of any foreign substances that may adversely affect the activated sludge process at the treatment facility including the facility's final effluent quality. Must be considered food grade quality. Material shall meet all local, state and federal safety requirements. Price shall be per gallon of citric acid 50%.
ESTIMATED QUANTITY:	Delivery is to be made in chemical totes ~ 275 gallons per tote.
DELIVERY DESTINATION(S):	Jordan Basin Water Reclamation Facility, 13826 S Jordan Basin Lane, Riverton, UT – Monday through Friday, 7:00 A. M. – 3:00 P.M. (excluding holidays)

Exhibit “1”
CHEMICAL SPECIFICATION SHEET

Aluminum Sulfate 8.3%	
GENERAL INTENT:	It is the intent of these specifications to obtain aluminum sulfate 8.3% for chemical treatment of phosphorus at JBWRF. The Bidder must verify the capability of manufacturing or purchasing aluminum sulfate in specified quantities and must be able to deliver in such total amounts as will satisfy the needs of the District for a 12-month period. Estimated yearly pounds required by JBWRF for 2026 is 924,000 pounds. Bidder must have competent trained personnel familiar with aluminum sulfate.
SPECIFICATIONS:	Aluminum sulfate 8.3% supplied must have a shelf life of at least 90 days. The aluminum sulfate 8.3% must be compatible with the District’s existing feed and storage system at the Jordan Basin Water Reclamation Facility. The aluminum sulfate 8.3% shall be free of any foreign substances that may adversely affect the activated sludge process at the treatment facility including the facility’s final effluent quality. Material shall meet all local, state and federal safety requirements. Price shall be per ton of aluminum sulfate 8.3%.
ESTIMATED QUANTITY:	Delivery is to be made in bulk ~4,500 gallons by tank truck.
DELIVERY DESTINATION(S):	Jordan Basin Water Reclamation Facility, 13826 S Jordan Basin Lane, Riverton, UT – Monday through Friday, 7:00 A. M. – 3:00 P.M. (excluding holidays)

-- End of Chemical Specification Sheet --

Exhibit “2”

(Supplier’s Letterhead)

AFFIDAVIT OF COMPLIANCE-WARRANTY

This affidavit is to certify and warrant to the Jordan Basin Improvement District/ JBWRF that the treatment chemical supply delivered to the JBWRF on _______ [date] by [Supplier’s name] fully complies with the following Technical Specifications governing the treatment chemical products to be sold by Supplier to the District pursuant to that Agreement bearing the date ___________, 2026.

[detailed technical specifications of supplier’s product, including chemical composition, to be determined at time of award; also to be included, date of manufacture; lot or batch number from manufacturer, etc.]

Dated: _________________, 202__.

[Supplier]

____
By: _________________________
Its: _________________________

-- End of Affidavit of Compliance --