

**CLEAN WATER SERVICES
INVITATION TO BID
PURCHASE OF CALCIUM CARBONATE**

Bids Due: 10:00:00 a.m., local time, Thursday, August 13, 2026

Clean Water Services (District) wishes to purchase calcium carbonate in bulk quantities under a contract that will begin September 18, 2026 and run through June 30, 2027. Interested vendors must submit bids.

All bids must be submitted to Heidi Blasingame, Procurement Coordinator, by Thursday, August 13, 2026 at 10:00:00 a.m., local time via Equity Hub's Bid Locker at [ITB Purchase of Calcium Carbonate 2026 - Bid Locker](#) (Bid Locker). Facsimile or emailed bids will not be accepted. Before Bidders can submit their bids, they will need to register with Bid Locker at <https://bidlocker.us/Home/bidlocker.us>. There is no cost to register. Late bids will not be considered for award.

Bids will be publicly opened and read aloud by telephone conference at 10:00 a.m., local time on August 13, 2026. Bidders can attend the opening by calling the telephone conference number (503) 681-4498.

Copies of the Invitation to Bid (ITB) can be downloaded from Bid Locker at [ITB Purchase of Calcium Carbonate 2026 - Bid Locker](#). It is the vendor's responsibility to refer daily to Bid Locker's website to check for any available amendments or addenda, response to inquiries or questions, cancellations, or notices of intent to award, and any and all information regarding this opportunity. It is not District's responsibility to notify participating vendors by email or by any other means of any of the above. Copies of this advertisement can be obtained on the Bid Locker website or District's website at <https://dynamic.cleanwaterservices.org/Bids>. If you experience problems downloading the ITB, please contact Ms. Blasingame at (503) 681-4458.

Bidders need not be licensed under ORS 468A.720 (regarding licensing of contractors on projects involving asbestos abatement).

District may reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any bid upon a finding by District that it is in the public interest to do so.

**INSTRUCTIONS TO BIDDERS
AND
CONDITIONS OF BID**

1. Submission of Bids

All bids must be submitted to Equity Hub's Bid Locker at [ITB Purchase of Calcium Carbonate 2026 - Bid Locker](#) (Bid Locker) by **Thursday, August 13, 2026 at 10:00:00 a.m., local time** (Deadline). Follow the Submission Instructions on Bid Locker's site. Bid Forms must be signed by the bidder or the bidder's authorized agent. Bids cannot be sent via facsimile, telephone or by email. Bids will be opened and publicly read by telephone conference.

District estimates that it will use between 3,600 and 5,400 dry tons of calcium carbonate at District's Rock Creek facilities during the contract period. The usage estimate is intended for bidding purposes only. To ensure a reliable supply, District may award more than one contract, each of which will allow District to purchase some amount of calcium carbonate during the Contract period. To minimize cost, District intends to purchase a high percentage of its supply from the lowest responsible bidder.

2. Documents/Definitions

The Invitation to Bid (ITB) consists of the following documents:

- A. Invitation to Bid (Advertisement)
- B. Instructions to Bidders and Conditions of Bid
- C. Bid Form
- D. Vendor Set up Forms
 - i. W-9
 - ii. Information Needed to set up Vendor Record
- E. Contract for Purchase of Calcium Carbonate (Contract), which includes the following:
 - i. Contract
 - ii. Specifications (Exhibit A)
 - iii. Special Terms and Conditions (Exhibit B)
 - v. Rock Creek Water Resource Recovery Facility Off-Loading Procedure (Exhibit B(2))
 - vi. Chemical Custody Form (Exhibit B(3))
- F. Addenda, if any, issued by District prior to opening bids that modify or interpret the ITB.

3. Basis for Award

If District awards the Contract, the Contract will be awarded to the lowest responsible bidder. The lowest responsible bidder will be the bidder with the lowest total price who substantially complies with all bidding procedures and requirements. The total price will be equal to the unit price (per dry ton of calcium carbonate) multiplied by 4500 dry tons. Because actual usage may be affected by factors that cannot be predicted and that are outside of District's control, the actual usage and total price may vary significantly from the estimate.

4. Bid Submittal Instructions

A. Bid Form Instructions

Fill in the blanks on the Bid Form as follows and upload a PDF of the completed Bid Form in the "Bid Form" section of Submitted Documented Types in Bid Locker:

1. Indicate whether you have received any Addenda by inserting the number(s) of the Addenda you received in the blank space provided.
2. Insert the bidder's unit price per dry ton of calcium carbonate F.O.B. destination. The unit price must include all of the Seller's costs, including but not limited to, tariffs (if applicable), taxes, and delivery costs.
3. Insert the total estimated price (unit price x quantity estimate = total estimated price).
4. ORS 279A.120 requires that District, in determining the lowest responsible bidder, must add a percent increase on the bid of a nonresident bidder equal to the percent, if any, of the preference given to that bidder in the state in which that bidder resides. Consequently, each bidder must indicate whether it is a resident or nonresident bidder. Resident or nonresident bidder status (enter an "X" in the appropriate space on the Bid Form). A "resident bidder" is a bidder that has paid unemployment taxes or income taxes to the State of Oregon during the 12 calendar months immediately preceding submission of the bid, has a business address in the State of Oregon and has stated in the bid whether the bidder is a "resident bidder." ORS 279A.120(1)(b).
5. In an effort to achieve greater efficiency and cost savings in the delivery of public services, District and other public agencies have agreed to purchase goods and services on a cooperative basis when it is feasible to do so. Indicate whether you will allow other public agencies in the Portland Metropolitan Area to purchase your product under terms, conditions and unit prices substantially similar to those stated in your bid by entering an "x" in the appropriate space on the Bid Form.
6. Indicate if your company offers an early payment discount for payments received sooner than the standard net 30 days. This provision will not be

evaluated for purposes of determining the lowest responsible bidder.

7. Review the certifications in the Bid Form. By signing the Bid Form, you are certifying that the statements in the Bid Form are correct.

B. Complete and upload a PDF of the Vendor Set Up Forms in the “Vendor Set Up Forms” section of Submitted Documented Types in Bid Locker. District will consider bids submitted without completed Vendor Set Up Forms as nonresponsive.

5. Communication Procedures

The requirements of this section are intended to ensure the fair and equal treatment of all bidders. Until District issues its Notice of Intent to Award, bidders are prohibited from contacting District, its Board or its employees for marketing or solicitation purposes related to this bid. Disregard of the requirements of this section will result in the disqualification of the bidder.

6. Notification of Errors/Clarification

Bidders must notify District at least five calendar days prior to the bidding deadline of any ambiguity, inconsistency, need for clarification, or error in the ITB. District will not consider questions concerning, or objections to, the ITB after that date. This section is not intended to allow any bidder to negotiate with District. Negotiation is prohibited under the law that governs this ITB except as provided in Section 3.

7. Bids Must be Firm Offers

All bids must be offers to sell at a price that will remain firm for a minimum of 90 days. Note: the foregoing concerns the duration of the offer only. If the offer is accepted and a contract is awarded, the offer price will become the Contract price and the Contract price will remain firm for the duration of the Contract.

8. Bids Must be Responsive

In accordance with applicable law, District will reject any bid that District determines is not substantially in compliance with the bid specifications and all procedures and requirements..

9. Contract Terms

The successful bidder will be required to sign the Contract in the ITB once District has awarded the Contract. The Contract will include the Specifications (Exhibit A), the Special Terms and Conditions (Exhibit B), the Rock Creek Water Resource Recovery Facility Off-Loading Procedure (Exhibit B(2)), and the Chemical Custody Form (Exhibit B(3)). No changes to the Contract will be allowed. Submission of a bid constitutes acceptance of the terms of the Contract.

10. Cancellation

- A. This ITB does not constitute an offer to contract and does not commit the District to award a Contract to anyone, or to pay any costs incurred to prepare, submit or present bids. All costs of the bidding process, interviews, contract negotiations, and related expenses are the responsibility of the bidder.
- B. District reserves the right to delay, suspend or cancel all or part of this ITB at any time before execution of the Contract for any reason determined by District to be in the public interest.
- C. Acceptance of a bid is subject to budget approval, appropriation or budgetary constraints.

11. Rejection of Bids

District reserves the right to cancel this procurement or reject any bid not conforming to the intent and purpose of the ITB. District reserves the right to waive any informality or irregularity in any bid not in compliance with District's rules and all public bidding procedures and requirements and may reject for good cause all bids upon a finding by District that it is in the public interest to do so. District will not be liable to any bidder for any loss or expense caused by or resulting from the cancellation or rejection of the solicitation, bid or award.

12. Interpretations and Addenda

Changes to the ITB will only be made by Addendum, which will also be available for download on the Bid Locker. All questions should be submitted to Heidi Blasingame by phone at (503) 681-4458. Questions received less than five calendar days before the bid due date may not be answered unless District determines, in its sole discretion, that it is in the public interest to do so. Oral and other interpretations or clarifications will be without legal effect. All corrections, clarifications, or substitutions made by District in writing will be final and binding on the successful bidder.

District may modify the ITB at any time prior to the bid due date, by issuing a written Addendum to all proposers who are participating in the process at the time the Addendum is issued. Addenda will be numbered consecutively.

District will post Addenda to Bid Locker. It is bidder's responsibility to refer daily to Bid Locker's website to check for any available amendments or addenda, response to inquiries or questions, cancellations, or Notice of Intent to Awards, and any and all information regarding this ITB. It is not District's responsibility to notify participating vendors by email or by any other means of any of the above. If necessary, interpretations or clarifications deemed in District's discretion to be pertinent to all parties in response to questions received will be posted on Bid Locker.

13. Clarification

District reserves the right to seek clarification of each bid submitted. District also reserves the right to require other evidence of technical, managerial, financial, or other abilities prior to selection.

14. Bid Withdrawal

If you submitted your bid to Bid Locker, you may withdraw your bid, revise and resubmit it as long as the procurement is still open and the Deadline has not passed.

District will not consider withdrawals after the Deadline except as permitted by District's Purchasing Rules. Please contact Heidi Blasingame (telephone: ((503) 681-4458 or email: blasingameh@cleanwaterservices.org) if you need more information.

15. Protest Process

District has adopted its own public contracting rules and is not subject to the Attorney General's Model Public Contracting Rules. District's procurement rules have opportunities for bidders to protest at various stages in the procurement process. This section contains a brief summary of the deadlines, conditions required to file a protest and the information required to be included in the protest. Copies of District's rules containing the entire protest process may be obtained by contacting Heidi Blasingame.

- A. Solicitation Protest. Under District's rules, prospective bidders may submit a written protest of anything in the ITB, including but not limited to the Invitation to Bid process, Special Terms and Conditions and the Contract, not less than seven calendar days prior to the Deadline for Bids. This is a prospective bidder's only opportunity to protest the provisions of the ITB, except that a bidder may protest the award as provided below. The written protest must:
- 1) Be delivered to Heidi Blasingame via email to blasingameh@cleanwaterservices.org or by first class mail to District's Office located at 2550 SW Hillsboro Highway, Hillsboro, OR 97123.
 - 2) Reference the title of the ITB.
 - 3) Identify the prospective bidder's name and contact information.
 - 4) Be signed by an authorized representative.
 - 5) State the reason or the grounds for the protest, including:
 - a. The grounds that demonstrate how the procurement process is contrary to law or unnecessarily restrictive, is legally flawed or improperly specifies a brand name;
 - b. Evidence or documentation that supports the grounds on which the protest is based; and
 - c. Relief sought.
 - 6) State the desired changes to the procurement process or the ITB provisions that the prospective bidder believes will remedy the conditions that were the basis of the protest.

- 7) Be received by Ms. Blasingame within seven calendar days prior to the Deadline for bids. District will not consider a prospective bidder's protest if it is submitted after the established time period.
- B. Specifications Protest. Prospective bidders must submit a written protest of Specifications to District not less than seven calendar days prior to the Deadline for bids. The written protest must:
- 1) Be delivered to Heidi Blasingame via email to blasingameh@cleanwaterservices.org, or by first class mail to District's Office located at 2550 SW Hillsboro Highway, Hillsboro, OR 97123.
 - 2) Reference the title of the ITB.
 - 3) Identify the prospective bidder's name and contact information.
 - 4) Be signed by an authorized representative.
 - 5) State the reason or the grounds for the protest, including;
 - a. A detailed statement of the legal and factual grounds for the request or protest;
 - b. A description of the resulting prejudice to the bidder; and
 - c. A statement of the form of relief requested or any proposed changes to the Specifications.
 - 6) Be received by Ms. Blasingame within seven calendar days prior to the Deadline for bids. District will not consider a prospective bidder's protest if it is submitted after the established time period.
- C. Award Protest. Adversely affected or aggrieved bidders will also have an opportunity to protest District's conditional Notice of Intent to Award (Notice) that District will post on its Website. A bidder is adversely affected or aggrieved only if the bidder is eligible for award of the Contract as the responsible bidder submitting the lowest responsive bid and is next in line for award, i.e., the protesting bidder must claim that all lower bidders are ineligible for award. The written protest must:
- 1) Be delivered to Heidi Blasingame by email to blasingameh@cleanwaterservices.org or by first class mail to District's Office located at 2550 SW Hillsboro Highway, Hillsboro, OR 97123.
 - 2) Reference the title of the ITB.
 - 3) Identify the prospective bidder's name and contact information.
 - 4) Be signed by an authorized representative.
 - 5) Specify the grounds for the protest.
 - 6) Be received by Ms. Blasingame within five calendar days after issuance of the Notice.
- D. District will not consider a prospective bidder's protest if it is submitted after the established time period.
- E. A bidder must exhaust all administrative remedies before seeking judicial review of District's Vendor Selection or Contract Award Decision. The award by District or District's Board of Directors, if required, of a Contract will constitute a final decision of District to award a Contract if no written protest of the award is filed.

BID FORM

This bid is submitted to Clean Water Services (District) by the undersigned bidder (Bidder).

1. Bidder proposes and agrees, if this bid is accepted, to enter into a contract with District which contains the terms and conditions of the Contract, and meets the performance standards in the Invitation to Bid (ITB).
2. Bidder certifies that it has submitted a Unit Price per dry ton of Calcium Carbonate and that this bid, which includes the Vendor Set Up Forms, constitutes a firm contract offer to hold this price for a period of 90 days.
3. Bidder certifies that Bidder has not discriminated and will not discriminate, in violation of ORS 279A.110(1) against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business in awarding a subcontract.
4. By signing below Bidder hereby attests or affirms under penalty of perjury: That I am authorized to act on behalf of the Bidder in this matter, that I have authority and knowledge regarding payment of taxes, and that Bidder is to the best of my knowledge, not in violation of any Oregon Tax Laws. For the purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150; ORS 403.200 to 403.250; ORS Chapters 118, 314, 316, 317, 318, 320, 321, 323, the elderly rental assistance program under ORS 310.630 to 310.706; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.
5. Bidder certifies that it will comply with the prohibitions set forth in ORS 652.220 prohibiting discriminatory wage rates based upon an employee's membership in a protected class and acknowledges that compliance is a material element of the Contract and that failure to comply is a breach that entitles District to terminate the Contract for cause.
6. Bidder represents that Bidder has examined complete copies of all documents in the ITB.
7. Bidder acknowledges receipt of Addenda Nos. ____, ____, _____. (Insert the number(s) of the Addenda that you have received.)
8. Bidder certifies that neither they nor any principals of Bidder are presently debarred, suspended, proposed for debarment, or declared ineligible from submitting quotes or proposals by any federal, state or local entity, department or agency.
9. Bidder has not been convicted or had a civil judgment rendered against them within a three-year period preceding the date of this Bid Form for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performance of a public (federal, state or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making a false statement, tax evasion, or receiving stolen property.

10. Bidder is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 9 of this Bid Form.
11. Bidder has not had one or more contracts terminated for default by any federal, state or local public agency within a three-year period preceding the date of this Bid Form.
12. This Bid has been arrived at independently and has been submitted without any collusion designed to limit independent bidding or competition. Bidder and its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to submitting a proposal on any public contract.

Item	Midpoint of the Quantity Estimate	Unit Price per dry ton Calcium Carbonate	Total Estimated Price (unit price X 4500)
Calcim Carbonate	4500 dry tons		

☐ Resident bidder Bidder: _____

☐ Nonresident bidder
State of Residence: _____ By: _____

☐ Other Agencies **may** purchase at the bid price Title: _____

☐ Other Agencies may **not** purchase at the bid price Dated: _____

☐ Yes, there is an early payment discount Address: _____
Discount Terms: _____

Telephone: _____

Email: _____

VENDOR SET UP FORMS

W-9 Form (Rev. March 2024) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification Go to www.irs.gov/FormW9 for instructions and the latest information.	Give form to the requester. Do not send to the IRS.
Before you begin. For guidance related to the purpose of Form W-9, see <i>Purpose of Form</i> , below.		
Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. Requester's name and address (optional)	
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number 	Employer identification number
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here 	Date
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New
Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

Purpose of Form
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or	Individual/sole proprietor.
• Sole proprietorship	
• LLC classified as a partnership for U.S. federal tax purposes or	Limited liability company and enter the appropriate tax classification:
• LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
 5—A corporation.
 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
 8—A real estate investment trust.
 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
 10—A common trust fund operated by a bank under section 584(a).
 11—A financial institution as defined under section 581.
 12—A middleman known in the investment community as a nominee or custodian.
 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor ⁴

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

Information Needed to set up Vendor Record

Business Name: _____

Invoices Payable to: _____

Address: _____

Remittance Address (if different): _____

Preferred Payment Method: ☐ Check ☐ Electronic Funds Transfer

Company Phone Number: _____

Fax Number: _____

Contact Name: _____

Contact Phone Number: _____

Email Address: _____

Federal Tax ID Number: _____

COBID Certified: ☐ Yes ☐ No

We are required to have a completed IRS form W-9 on file for each vendor. Please complete the attached form and return it with this sheet.

2550 SW Hillsboro Highway ☒ Hillsboro, Oregon 97123
Phone: (503) 681-3600 ☒ Fax: (503) 681-3603 ☒ www.cleanwaterservices.org

CleanWater  Services

Revised 1/09

END OF VENDOR SET UP FORMS

**CONTRACT
FOR PURCHASE OF CALCIUM CARBONATE**

This Contract, dated effective September 18, 2026, is between Clean Water Services (District) and **to be determined** (Seller).

RECITALS

1. Seller has submitted a bid to District for the sale of certain goods.
2. District and Seller wish to enter into a Contract under which District will purchase the goods.

TERMS AND CONDITIONS

1. Description
 - A. District will purchase calcium carbonate (goods) from Seller in accordance with the terms and conditions herein, District's Specifications (Exhibit A), the Special Terms and Conditions (Exhibit B), the Rock Creek Water Resource Recovery Facility Off-Loading Procedure (Exhibit B(2)), and the Chemical Custody Form (Exhibit B(3)). All exhibits are attached to the Contract. Seller's services will meet the highest standards prevalent in the industry or business most closely involved in providing the goods District is purchasing in this Contract.
 - B. [Optional Paragraph] Pursuant to ORS 279A.120, other public agencies may use this Contract to purchase goods that are identical to those described in this Contract for the price stated in this Contract. The conditions of use by other public agencies will be that: 1) the agencies will enter into a separate contract with Seller that contains substantially similar terms, conditions, and prices to those in this Contract as well as negotiated delivery requirements and other contractual terms and conditions; 2) the agencies must enter into the separate contract during the term of this Contract; and 3) District accepts no responsibility for performance by either Seller or other public agencies using this Contract. With these conditions, District consents to use by another public agency.
2. Price/Payment

District will pay Seller as set forth in Exhibit B.
3. Delivery

Time is of the essence in the performance of this Contract. Seller will deliver the goods FOB to the District delivery locations set forth in Exhibit B.

4. Excusable Delays

Neither District nor Seller will be responsible for or liable for damages resulting from delays due to causes beyond their reasonable control, including, but not limited to, acts of God, acts or omissions of governmental authorities, strikes, lockouts, acts of the public enemy, wars, blockades or civil disturbances. If there is a delay, the completion date for Seller's services will be extended for a period equal to the length of the delay. Seller will notify District in writing not more than ten days after the occurrence of any event that Seller believes will result in such a delay. The failure of Seller to provide such notice will result in a waiver of Seller's right to claim that the delay is excusable.

5. Testing

Seller will test the goods as set forth in Exhibit B.

6. Repair of Damage

Seller will promptly repair all damage to District's premises caused by Seller. Seller will repair the premises to its original condition and in a manner that does not result in the cancellation or impairment of warranties issued by third parties concerning any portion of the premises.

7. Risk of Loss

Seller will bear the risk of loss to the goods until Seller has completed delivery.

8. Patent Infringement Warranty

Seller warrants that none of the goods, the use thereof or any of the applications, processes or designs employed in the manufacture thereof infringes the valid claims of any letter patent, patent application, copyright, trade secret or any other property right of any third party. If as a result of any suit or proceeding alleging an infringement of any of the foregoing property rights District's use of the equipment is enjoined, Seller will at no cost to District either obtain for District a license to use the goods or modify the goods so as to avoid the infringement without any degradation in performance. If Seller cannot obtain such a license and cannot so modify the goods, Seller will promptly refund to District the purchase price, less a reasonable amount for depreciation.

9. Duration of Contract

This Contract will commence on the date written on page one and run through June 30, 2027, unless terminated as allowed herein..

10. Indemnity/Hold Harmless

To the fullest extent permitted by law, Seller will indemnify, hold harmless, reimburse and defend District, District's officers, employees, agents and representatives from and against all claims, demands, penalties, and causes of action of any kind or character,

including the cost of defense thereof, including attorney fees at trial and on appeal, arising out of, or resulting from Seller's performance of this Contract, but only to the extent caused by the breach of this Contract or the negligent acts or omissions of Seller, any lower-tier seller, or any individual or entity directly or indirectly employed by any of them to perform under this Contract, or anyone for whose acts any of them may be liable.

11. Patent Indemnity

Seller will defend, indemnify and hold harmless District, District's officers, employees, agents and representatives, from and against all legal expenses which may be incurred as well as all damages, losses and costs which may be assessed against or borne by District by reason of any or all actions or proceedings charging infringement of the property rights of others, including patent, trade secret or trademark rights or copyright, by reason of District's use of the goods sold under this Contract.

12. Bid Research/Inspection

Seller represents that Seller has visited District's work site or has knowledge of the circumstances and conditions of the use of the product sold under this Contract and further represents that Seller has correlated the observations or knowledge with the requirements of the Contract. Failure to make such observations or to possess such knowledge will not release Seller from any obligations herein.

13. Insurance

Seller will 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 by Seller, its agents, representatives, employees or subcontractors. Seller will furnish acceptable certificates of insurance and additional insured endorsements to District within ten days after execution of this Contract, and prior to commencement of any work.

A. The insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants in this Contract. District in no way warrants that the minimum limits are sufficient to protect Seller from liabilities that might arise out of the performance of the work under this Contract by Seller, its agents, representatives, employees or subcontractors. If Seller hires a sub-seller or carrier to perform services on District's premises, Seller will ensure that Seller's sub-seller or carrier complies with these requirements. Seller will obtain the following:

- 1) Workers compensation as required by Oregon law with Statutory Limits and Employer's Liability insurance in the amount of \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- 2) Commercial General Liability Insurance covering bodily injury and property damage. This insurance must include personal and advertising

injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Contract, and have no limitation of coverage to designated premises, project or operation. Coverage must be written on an occurrence basis in an amount not less than \$2,000,000 per occurrence.

- 3) If Seller will be delivering the goods, Seller must maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 each accident. Such insurance must cover liability arising out of any auto (including owned, hired, and nonowned autos). Coverage will be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.
 - a. Pollution liability coverage at least as broad as that provided under the ISO pollution liability—broadened coverage for covered autos endorsement (CA 99 48) will be provided, and the Motor Carrier Act endorsement (MCS 90) will be attached.
- 4) Pollution Liability Insurance covering Seller's or appropriate subcontractor liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Seller, all arising out of the Goods delivered or Services (including transportation risk) performed under this Contract is required. Combined single limit per occurrence will not be less than \$1,000,000. Annual aggregate limit will not be less than \$2,000,000.
 - a. An endorsement to the Commercial General Liability or Automobile Liability policy, covering Seller's or subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related clean-up cost incurred by Seller that arise from the Goods delivered or Services (including transportation risk) performed by Seller under this Contract is also acceptable.
- 5) **Excess or Umbrella insurance:** A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

B. Additional Coverage Requirements

- 1) **Primary Coverage:** For any claims related to this Contract, the Seller's insurance coverage will be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers will be excess

of the Seller's insurance and shall not contribute with it. This requirement also applies to any Excess or Umbrella liability policies.

- 2) **Additional Insured:** All liability insurance required under this Contract must include an additional insured endorsement specifying Clean Water Services, its officers, directors, employees and agents as Additional Insureds, but only with respect to Seller's activities to be performed under this Contract.
- 3) **Waiver of Subrogation:** Seller must waive rights of subrogation which Seller or any insurer of Seller may acquire against District. Seller will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the Seller or the Seller's insurer(s).
- 4) **Continuous claims made coverage:** If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Seller will maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Contract, for a minimum of 24 months following the termination of this Contract.

14. Termination

- A. District may terminate this Contract without cause at any time prior to the completion of delivery. If the Contract is terminated, District's liability to Seller will be limited to the purchase price of all calcium carbonate that meets the Contract requirements and has been delivered to District prior to the time Seller received District's notice of termination. District's liability will not exceed the purchase price of the goods. If the Contract is terminated, District will be entitled to all materials, work in progress and completed work included in computing the value of work performed and reasonable expenses.
- B. District may terminate this Contract at any time prior to District's acceptance if Seller has breached this Contract and has not cured the breach within five days after receiving District's written notice of breach.

15. Compliance with Applicable Laws

Seller will keep itself fully informed of and comply with all federal, state and local laws, regulations and ordinances applicable to this Contract, as those laws, regulations and ordinances may be adopted or amended from time to time. These laws, regulations and ordinances including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235, and 279B.270, are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be incorporated. All permits, licenses, and fees necessary to prosecute and complete the work will be secured and paid for by Seller unless otherwise specified by District.

16. Tax Law Compliance

Seller will pay all taxes, including federal, state, regional, county, and city taxes, and taxes of any other governmental entity, applicable to the services performed or materials provided under this Contract. Seller represents, warrants and covenants that Seller has complied with, and agrees that during the term of this Contract will comply with Oregon Tax Laws and applicable tax laws of political subdivisions of this State including, but not limited to, ORS 305.620 and ORS chapters 316, 317 and 318. Seller's failure to comply with Oregon Tax Laws or the applicable tax laws of political subdivisions of this State for the six years prior to the date Seller executes this Contract or the period of time Seller has been in business, whichever is less, or during the term of the Contract is a default for which District may terminate the Contract and seek damages and other relief available under the terms of the Contract or under applicable law.

17. No Contingent Fees

Seller warrants that Seller has not employed or retained any company or person, other than a bona fide employee working solely for Seller, to solicit or secure this Contract, and that Seller has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Seller any fee or consideration of any kind, contingent upon or resulting from the award or making of this Contract. If Seller breaches the warranty in this paragraph, District will have the right to deduct from the Contract price or otherwise recover the full amount of such fee or consideration.

18. Change Orders, Amendments, Waivers

This Contract, all change orders, modifications, amendments and any waiver of any portion of the Contract will not be effective unless in writing and approved by District's Chief Executive Officer or the Chief Executive Officer's designee and, when required by applicable District rules, District's Board of Directors.

19. Third Party Beneficiaries

No provision of this Contract will in any way inure to the benefit of any third person so as to constitute any such person a third party beneficiary of this Contract or of any one or more of the terms of this Contract, or otherwise give rise to any cause of action in any person not a party to this Contract.

20. Attorney Fees

If any dispute arises concerning the interpretation or enforcement of this Contract or any issues related to the U.S. Bankruptcy Code (whether or not such issues relate to the terms of this Contract), the prevailing party in any such dispute will be entitled to recover all of its attorney fees, paralegal fees, costs, disbursements and other expenses from the non-prevailing party, including without limitation those arising before and at any trial, arbitration, bankruptcy, or other proceeding and in any appeal.

21. Interpretation of Contract

- A. This Contract will not be construed for or against any party by reason of the authorship or alleged authorship of any provision.
- B. In case of a conflict between the provisions in Exhibit B and this document, the provisions in Exhibit B will have precedence.
- C. The paragraph headings in this Contract are for ease of reference only and will not be used in constructing or interpreting this Contract.

22. Binding Effect

Seller will not assign Seller's rights in this Contract without first obtaining District's consent. District's consent to assignment will not be unreasonably withheld.

23. Severability/Survival

If any of the provisions in this Contract are held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired. All provisions concerning the limitation of liability, indemnity and conflicts of interest will survive the termination of this Contract for any cause.

24. Relationship of Parties

No provision of this Contract will be construed to create a partnership or joint venture relationship, an employer-employee relationship, a landlord-tenant relationship, or a principal-agent relationship.

25. Choice of Law/Venue

This Contract and all rights, obligations and disputes arising out of the Contract will be governed by Oregon law, including the Uniform Commercial Code as adopted by the State of Oregon. All disputes and litigation arising out of this Contract will be decided by the state courts in Oregon. Venue for all disputes and litigation will be in Washington County, Oregon.

26. Integration

This Contract constitutes the entire Contract between the parties on the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings, representations or communications of every kind on the subject. No course of dealing between the parties and no usage of trade will be relevant to supplement any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract will not be relevant to determine the meaning of this Contract and no waiver by a party of any right under this Contract will prejudice the waiving party's exercise of the right in the future.

The foregoing notwithstanding, any provision in any document prepared by Seller, including but not limited to, Seller's invoice or bill of sale, which contradicts or purports to render any provision in any document prepared by District, including but not limited to, this document, void and of no further effect, will be void and of no further effect.

27. Electronic Signature

This Contract may be executed in several counterparts, each of which will be an original, all of which will constitute one and the same instrument. An electronic signature will be considered an original. The individuals signing this Contract certify that they are authorized to execute this Contract on behalf of Seller and District, respectively.

(SELLER TO BE DETERMINED)

CLEAN WATER SERVICES

By: _____
Name, Title

By: _____
General Manager or Designee

Procurement Review: _____

**EXHIBIT A
SPECIFICATIONS**

CALCIUM CARBONATE

Product Specifications

- | | | |
|----|-----------------------------|---|
| 1. | Chemical Formula: | CaCO ₃ |
| 2. | Calcium Carbonate Purity: | Greater than 97.5% |
| 3. | Insoluble content: | Shall Not Exceed 1.0% by mass |
| 4. | Median Particle Size: | Less than 15 micron (D50) |
| 5. | Particle Size Distribution: | 98% shall be finer than 30 micron (D98) |
| 6. | Moisture Content: | Less than 0.5% |
| 7. | Specific Gravity: | 2.7 |
| 8. | Bulk Density: | 46 lbs./cubic foot |
| 9. | Appearance: | Powdered dry material |

Exhibit B

SPECIAL TERMS AND CONDITIONS

1. If Seller is awarded the Contract, District will purchase calcium carbonate from Seller delivered FOB to District's Rock Creek Water Resource Recovery Facility, located at 3235 SE River Road, Hillsboro, Oregon.
2. Ordering/Shipments.
 - A. District will order all shipments of calcium carbonate from Seller by email (Order), which Seller will acknowledge by replying to the email. Seller will comply with District's instructions concerning the quantity, delivery date and delivery location in the Order. Seller will make all deliveries between 6:00 a.m. and 4:00 p.m., Monday through Friday (normal delivery hours) unless otherwise requested and approved by District.
 - B. Seller will not be required to deliver more than two loads within 24 hours of District's Order unless District is experiencing an emergency that can be resolved with calcium carbonate (Emergency). If District is experiencing an Emergency, District will order a shipment by phone, followed by a confirming email (Emergency Order), and Seller will deliver calcium carbonate to District within 12 hours of District's Emergency Order.
 - C. District may refuse a shipment, at no cost to District, if the calcium carbonate product does not meet the specifications in this Contract or if the shipment arrives before or after the date set forth in the Order instructions in Section 2.A..
3. During off-loading work, Seller will park Seller's delivery vehicle in the location provided for that purpose by District. Seller will not park Seller's vehicle in other locations. Seller will follow District's written procedures for off-loading chemicals in Exhibit B(2) for the Rock Creek Water Resource Recovery Facility. Seller will execute District's Chemical Custody form Exhibit B(3) upon completing each delivery.
4. Seller's off-loading equipment will be compatible with District's chemical storage equipment. Seller will not connect Seller's off-loading hose or other off-loading device to District's calcium carbonate storage tank without the presence of an authorized District representative at the point of connection. Seller will not begin off-loading calcium carbonate until Seller and District's representative have jointly confirmed that the calcium carbonate will be off-loaded into District's calcium carbonate storage tank and not a storage tank used for a different chemical. Seller will be responsible for all damages arising out of the improper off-loading of calcium carbonate, including spillage and any delivery to the wrong storage tank.
5. Seller will plug, cap, blind-flange or contain all discharge connections and hose ends to prevent any spillage of calcium carbonate. Seller will be responsible for the cleanup and removal from District's premises of all spillage, contaminated matter and contaminated

cleanup material. District will notify Seller of all spillage, contaminated matter and contaminated cleanup material not cleaned up and removed by Seller's truck driver. If Seller does not clean up and remove all spillage, contaminated matter and contaminated cleanup material from District's premises within four hours of District's notification, District will clean up and remove the spillage, contaminated matter and contaminated cleanup material and Seller will reimburse District for the entire cost of cleanup. District may deduct the cleanup costs from amounts owed to Seller under this Contract.

6. Seller will weigh each load pre-delivery and post-delivery at state certified on-site scales where provided, otherwise at scales certified by the state in which the scales are located. Seller will deliver a weigh slip with each load.
7. If the off-loading of calcium carbonate is not completed within three hours of Seller's arrival at the delivery point and District is the sole cause of the delay, District will pay Seller \$75 for each hour in excess of three hours that it takes for Seller to complete the off-loading work. In computing the delay period, all fractions of hours will be rounded to the nearest hour. In order for Seller to be eligible for payment under this paragraph, Seller's driver must notify District's authorized representative on the day the delay occurred and prior to leaving the delivery site that Seller intends to seek compensation for delay. In addition, Seller must mail a written request for compensation within ten days of the occurrence of the delay. The request for compensation must indicate the time of arrival at the delivery point, the time off-loading was completed and the cause of the delay.
8. Seller will provide District with a telephone number where District can either communicate with Seller or leave messages at all times. Seller will return all calls no later than two hours after District leaves a message.
9. Seller warrants that Seller's product will meet District's specifications, attached to this Contract as Exhibit A. District will have the right to test Seller's product at any time. Seller will provide a sample from a delivered quantity of calcium carbonate at District's request. If Seller's Affidavit of Compliance or laboratory report or District's tests indicate that Seller's product does not meet District's specifications, District will have the right to require Seller to pay for the testing of the calcium carbonate and Seller will not charge District for the load tested. The foregoing will not be construed to limit District's legal rights if Seller breaches the warranty.
10. Seller will ensure that Seller's subcontractors, including delivery contractors and delivery truck drivers, have read and understand these specifications.
11. District will pay Seller a fixed price of **\$to be determined** per dry ton of calcium carbonate for the period September 18, 2026 through June 30, 2027. District's total payment to Seller under the Contract will not exceed **\$to be determined** unless the parties enter into an amendment. District's payment of the fixed price will be considered payment for all of Seller's obligations under this Contract. District has the right to reject Seller's invoices that reflect pricing higher than the price bid and inserted herein.

12. District will reimburse Seller for any tariffs imposed on goods after the effective date of the Contract, provided such tariffs: (a) are not the fault of Seller; (b) were not in effect at the time District received Seller's bid, (c) are directly attributable to the goods sold under this Agreement, and (d) provided that Seller meets the following conditions:
 - A. Notifies District Procurement Coordinator by email sent to purchasing@cleanwaterservices.org within ten (10) business days of becoming aware of such tariff charges and prior to fulfilling any District Order affected by the tariff.
 - B. Provides the Harmonized Tariff Schedule of the United States (HTSUS) code and Documentation or Certificate of Origin for the product subject to the tariff showing the product's composition and where it was manufactured;
 - C. Provides documentation indicating that the product falls within the code;
 - D. Provides documentation, such as a customs entry form, bill of lading, or a commercial invoice that shows the tariff amount and date paid; and
 - E. District approves the tariff reimbursement request via email.
13. Seller's invoices will contain the delivery date, dry tons delivered and net weight of each load delivered during the billing period, a separate line item for approved tariff charges, if applicable, and the amount due. District will pay each invoice within 30 days of receipt.
14. Seller will address all invoices as follows: Clean Water Services, 2550 SW Hillsboro Hwy, Hillsboro, Oregon 97123, Attention: Accounts Payable. Invoices may be emailed to ap@cleanwaterservices.org. If there is a dispute concerning the timing of payment, the email sent date or the date received stamp on Seller's invoice will be determinative. If there is a dispute concerning the quantity of calcium carbonate delivered, District's payment of the invoice for the quantity in question will not be construed as a waiver of District's legal rights.
15. Seller will send a current Safety Data Sheet (SDS) for the calcium carbonate by email to safetyteam@cleanwaterservices.org prior to commencing deliveries. Seller will send a new SDS to District each time the SDS is updated.

ROCK CREEK WATER RESOURCE RECOVERY FACILITY

CHEMICAL OFF-LOADING PROCEDURE

Attention all chemical delivery truck drivers:

YOU MUST FOLLOW THIS PROCEDURE WHEN DELIVERING CHEMICALS

- Park the truck in front of the Chemical Building's Chemical Shipping and Receiving Office.
- Use the telephone located inside the truck bay to contact a plant operator and request assistance to off-load call (503) 880-1846. If there is no response, call the 24-hour service line (503) 547-8000.
- Show the chemical bill of lading to the plant employee to inspect the chemical and select one of three appropriate chemical receiving areas which include the chemical building truck bay, west side lime station, and dewatering building.
- The plant employee will provide you with a chemical custody form. Fill in the form, but do not sign it yet.
- Follow the chemical tank hook-up procedure in the form. You and the plant employee will perform certain steps together.
- Use PLANT AIR ONLY in off-loading your chemical. Do not use air from your truck. It might damage the chemical storage tank.
- When you are finished off-loading, disconnect all hoses, clean up any spilled chemical or other material, and cap the off-load piping.
- Sign the chemical custody form and give it to the plant employee. The plant employee will give you a copy.

Exhibit B(3)

CHEMICAL CUSTODY FORM # _____

FACILITY _____

DATE OF ORDER _____ **DATE RECEIVED** _____

HYPOCHLORITE _____ **BISULFITE** _____ **POLYMER** _____
DEWATERING

ALUM _____ **FERROUS** _____ **POLYMER** _____
TERTIARY

CAUSTIC _____ **OTHER** _____ **LIME** _____

MAGNESIUM _____

CHEMICAL VENDOR _____

CARRIER _____

DRIVER _____

TRUCK NUMBER _____

TRAILER
NUMBER _____

BILL OF LADING NUMBER _____

OFF LOADING AGREEMENT

CARRIER'S DRIVER AND CLEAN WATER SERVICES' OPERATOR AGREE THAT THE ABOVE SPECIFIED CHEMICAL HAS BEEN CONNECTED TO THE CORRECT DISCHARGE PIPING AND CONNECTION WAS MADE IN THE PRESENCE OF BOTH THE CARRIER DRIVER AND THE DISTRICT OPERATOR.

☐ **Plant Air Only**

☐ **Truck Air**

CARRIER DRIVER SIGNATURE _____

DISTRICT OPERATOR SIGNATURE _____

COMMENTS BY DRIVER _____

COMMENTS BY OPERATOR _____