



Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

# State of West Virginia Master Agreement

Order Date: 12-21-2021

CORRECT ORDER NUMBER MUST  
APPEAR ON ALL PACKAGES, INVOICES,  
AND SHIPPING PAPERS. QUESTIONS  
CONCERNING THIS ORDER SHOULD BE  
DIRECTED TO THE DEPARTMENT  
CONTACT.

Order Number:	CMA 0803 0066 DOT2200000054 1	Procurement Folder:	944978
Document Name:	LIQUID CALCIUM CHLORIDE 6622C014	Reason for Modification:	
Document Description:	LIQUID CALCIUM CHORIDE - 6622C014		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2022-01-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2022-12-31

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000223146 TETRA TECHNOLOGIES INC 24955 INTERSTATE 45 NORTH  THE WOODLANDS TX 77380 US Vendor Contact Phone: 999-999-9999 Extension:  Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Martha A Gibson Requestor Phone: (304) 558-9495 Requestor Email: marty.a.gibson@wv.gov  <b>22</b> FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER  No City WV 99999 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999 US

1-4-22  
Bex

Purchasing Division's File Copy

Total Order Amount:

Open End

ENTER

PURCHASING DIVISION AUTHORIZATION  
DATE: Tina H 1/4/22  
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM  
DATE: John S. Gray  
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION  
DATE: Beverly Tolen 01-05-2022  
ELECTRONIC SIGNATURE ON FILE

1/5/2022

**Extended Description:**

The Vendor, Tetra Technologies Inc., agrees to enter with the West Virginia Department of Transportation (WVDOT), West Virginia Division of Highways (WVDOH), into an open-end contract to provide Liquid Calcium Chloride per the Specifications, Terms and Conditions, Bid Requirements, and the Vendor's bid dated 11/16/2021, incorporated herein by reference and made apart hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	51182401			GL	0.000000
Service From		Service To			

**Commodity Line Description:** LIQUID CALCIUM CHLORIDE

**Extended Description:**

LIQUID CALCIUM CHLORIDE PER PRICING PAGES ATT A-MATERIAL & DELIVERY and the ATT B-PICKUP

## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

**Initial Contract Term:** This Contract becomes effective on January 1, 2022 and the initial contract term extends until (1) One Year.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** See attached \_\_\_\_\_  
Revised 07/01/2021

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☒ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: one million dollars per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

☒ **State of West Virginia must be listed as additional Insured on Insurance Certificate. Certificate holder should read as follows :**

☒ State of WV  
1900 Kanawha Blvd. E., Bldg 5  
Charleston, WV 25305

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☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

**9. WORKERS' COMPENSATION INSURANCE:** Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. [Reserved]**

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ \_\_\_\_\_ for \_\_\_\_\_.

☒ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)



**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence regarding all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**34. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**38. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**39. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.division@wv.gov](mailto:purchasing.division@wv.gov).

**40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**44. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**45. VOID CONTRACT CLAUSES –** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Ron Cohen Regional Sales Manager  
(Name, Title)

Ron Anderson Regional Sales Manager  
(Printed Name and Title)

24955 Interstate Hwy. 45, The Woodlands, TX. 77380  
(Address)

304-488-5419, Fax # 281-298-7150  
(Phone Number) / (Fax Number)

randerson@tetra-ec.com  
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Tetra Technologies Inc.  
(Company)

Ron Cohen Regional Sales Manager  
(Authorized Signature) (Representative Name, Title)

Ron Anderson, Regional Sales Manager  
(Printed Name and Title of Authorized Representative)

11-14-21  
(Date)

304-488-5419, 281-298-7150  
(Phone Number) (Fax Number)



**REQUEST FOR QUOTATION**  
**Liquid Calcium Chloride - 6622C014**

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**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open-end contract to provide, Liquid Calcium Chloride for use at locations throughout the State of West Virginia. The bid price for the contract Items shall include Delivery at the Vendor's expense. Contract Item(s) must meet or exceed the mandatory requirements as shown herein.
  
- 2. DEFINITIONS:** The terms listed below shall have the following meanings assigned to them throughout and for the purpose of this Solicitation. Additional definitions can be found in Section 2 of the General Terms and Conditions.
  - 2.1 "ASTM"** - the international standards organization that develops and publishes voluntary consensus technical standards for a wide range of materials, products, systems, and services (formerly known as American Society for Testing and Materials). Reference: [www.astm.org](http://www.astm.org)
  
  - 2.2 "Contract Item(s)," or "Materials" or "Items"** – the goods and/or services identified in Section 3 and throughout this contract and its attachments.
  
  - 2.3 "Contractor" or "Vendor"** interchangeably used throughout this Solicitation and in any cited Sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, as amended, including any Supplementals and refers to any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract, as context requires.
  
  - 2.4 "Emergency Work"** - work which is required to be done without delay owing to circumstances for which the WVDOH could not have reasonably expected and has been designated as such by a representative of the WVDOH.
  
  - 2.5 "Failed Delivery" or "Delivery Order Failures"**- the Vendor's contract Item delivery or quality fails to comply with the Delivery Order and contract requirements.
  
  - 2.6 "F.O.B Destination" or "Free On Board Destination"** – awarded Vendor, or its designee, bears the freight charges, owns the goods while in transit, and will deliver goods to the location specified on the Delivery Order via truck/other conveyance without any expense to the purchaser. The bid price for contract Items shall include delivery at the Vendor's expense.
  
  - 2.7 "Liquidated Damages"** - monetary compensation due from the Vendor in the event the Vendor's performance falls short of contractual stipulation or breaches the contract. Delays in the delivery of goods and/or services or quality failures or corrections by the

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**Liquid Calcium Chloride - 6622C014**

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Vendor may result in the Agency assessing charges for such deficiencies per these contract Specifications, the Standard Specs Section 108.7, as amended, and calculated from the table posted at the WVDOH Contract Administration's Specifications and Documents website, as amended:

<https://transportation.wv.gov/highways/contractadmin/specifications/Pages/LiquidDatedDamages.aspx>

- 2.8 "MP" and/or "MCS&T"** means the Materials Procedures as administered by the WVDOH Materials Control, Soil and Testing Division who perform all procedures necessary with sampling, testing, reporting and inspection of products and materials to maintain a reliable quality assurance system. Reference:  
<http://www.transportation.wv.gov/highways/mcst/Pages/default.aspx>
- 2.9 "Pricing Pages for Delivery" or "Attachment A, (ATT A)"** – the MANDATORY FORM to be completed by each Vendor to supply pricing information to the Agency, and for evaluation of the solicitation responses.
- 2.10 "Pricing Pages for Pick-up or "Attachment B, (ATT B)"** – the MANDATORY FORM to be completed by each Vendor to supply Item Pick-up pricing and the locations of Vendor's contract Item storage sites, used to evaluate the solicitation responses.
- 2.11 "Solicitation"** - official notice published by the West Virginia Purchasing Division, of an opportunity to bid on goods and/or services for the State of WV.
- 2.12 "Standard Specs"** - the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest edition, and as amended or modified by all subsequent Supplemental Specifications.
- 2.13 "WVDOH" or "Agency"** – the West Virginia Division of Highways.

**3. GENERAL REQUIREMENTS:**

- 3.1 MANDATORY ITEMS TO BE INCLUDED WITH THE BID:** The Vendor should carefully read this entire solicitation invitation. The Vendor shall include as part of their bid response:

- Certification and Signature Page
- Addendum Acknowledgement Form
- Valid West Virginia Contractor's License, if applicable
- Contract Manager page
- Attachments included with this solicitation (ATT A, ATT B, etc.)
- Purchasing Affidavit (properly notarized)
- Ethics/Disclosure Form (properly notarized) when provided with the solicitation

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**Liquid Calcium Chloride - 6622C014**

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- Valid Certificate of Insurance, and,
- Any other required forms or supporting information as described herein.

Omitting any required forms or documentation as described throughout this contract will deem a bid non-responsive, either in part or whole and may result in disqualification of the bid, in part or whole.

- 3.2 Specifications:** The following Sections of the Standard Specs, as amended, shall apply to the administration of this contract: 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, and 401, as amended. The materials, equipment, and performance of this contract shall also conform, but are not limited to, the requirements of Sections 601, 602, 707, and 709, as amended.

A hard copy of the current Standard Specs may be purchased at a cost of \$20.00 (\$15.00 for the 2017 book plus \$5.00 for the latest Supplemental) by completing the attached "Standard Specifications Order Form" and emailing it to [DOHSpecifications@wv.gov](mailto:DOHSpecifications@wv.gov) or mailing it to the following address:

WVDOH Contract Administration  
Building 5, Room 840  
1900 Kanawha Boulevard, East  
Charleston, West Virginia 25305

A free electronic copy of the Standard Specs may be obtained by sourcing:  
[https://transportation.wv.gov/highways/contractadmin/specifications/Documents/SpecBookOrderForm\\_20171128.pdf](https://transportation.wv.gov/highways/contractadmin/specifications/Documents/SpecBookOrderForm_20171128.pdf)

- 3.3 Materials:** Vendor shall provide Agency with the contract Item(s) listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as described herein:

**3.3.1** Liquid Calcium Chloride shall conform to the requirements of ASTM D 98. The required concentration percentage for Liquid Calcium Chloride shall be no less than 32% during the life of this contract, made available at one bid price, per gallon unit. If the Vendor chooses to provide Liquid Calcium Chloride at a percentage concentration greater than 32%, the greater concentration will be acceptable but shall have no bearing on the award of the contract.

**3.3.2** The requirements of the Standard Specs, Section 109.20, PRICE ADJUSTMENT FOR LOAD LIMIT VIOLATIONS, as amended, shall apply to all material supplied under this contract. This shall include material loaded by the Vendor into WVDOH owned and/or rented trucks.

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- 3.3.3 Sampling and Testing:** Upon award of this contract, the Vendor shall provide the WVDOH with the proposed source of supply. Acceptance shall be based on suppliers' certification of quality and gradation. The Agency may conduct sampling and testing to verify material quality at any time during the life of this contract. This information shall be directed to:

WVDOH Materials Control, Soils and Testing Division  
190 Dry Branch Road  
Charleston, WV 25306

- 3.4 BID INSTRUCTIONS:** Pricing Pages are attached and available in Excel spreadsheet form. The Vendor should enter its name at the top of the Pricing Pages but shall not modify the format nor change the Unit of Measure. The "Estimated Quantities" listed on the Pricing Pages are for bid evaluation purposes only. No future use of the contract or any individual Item is guaranteed or implied.

- 3.4.1 Pricing Pages:** This contract has two pricing page Attachments, one for Item with Delivery (ATT A), and one for Pick up by Agency (ATT B). The Vendor can request an electronic copy of the Pricing Pages spreadsheets by sending an email request to the Buyer for this solicitation: [John.W.Estep@wv.gov](mailto:John.W.Estep@wv.gov). The Vendor shall not email the spreadsheet or bid to the WV Purchasing Division.

- 3.4.2 Attachment A (ATT A) -Materials and Delivery F.O.B. Destination:** Pricing pages shall be completed by the Vendor and shall include liquid calcium chloride pricing per gallon with delivery, per county. Vendor's price per county shall include ALL locations within each county. Vendors may bid any or all counties on the ATT A.

- 3.4.3 Attachment B (ATT B) - Pick up by Agency pricing pages** shall be completed by the Vendor by providing its unit price and the physical address for each of its storage sites from which the Agency may pick up the contract Item. The Vendor's Item bid price shall be per gallon and shall include the cost of Vendor loading WVDOH trucks.

#### **4. SAFETY**

**Pandemic-Response Safety Protocols:** In addition to the Vendor's established safety protocols and the WVDOH's established safety protocols outline in the Standard Specs, as amended, the Vendor and the Vendor's staff shall adhere to all WVDOH's pandemic-response protocols while present at the WVDOH jobsite. Vendor may obtain the WVDOH's pandemic-response protocols by contacting the WVDOH District Engineer, or their designee.

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**5. CONTRACT AWARD**

**5.1 Contract Award:** This contract is intended to provide Agencies with a purchase price for Liquid Calcium Chloride with A) Delivery to Agency locations, and B) Pick up by Agency, if needed.

A. The Delivery by Vendor contract shall be awarded per county, to the responsible Vendor(s) for those counties for which their bid is low per the ATT A Pricing Page. At the time of need, the Agency will issue a Delivery Order with the Agency delivery location to the low bid awardee.

B. The Pickup by WVDON contract shall be awarded to all responsible Vendors submitting bid pricing per the ATT B Pricing Page. The Pickup by Agency shall only be used by the WVDON due to unforeseen circumstances when delivery by the Vendor is not feasible to meet the immediate need.

**5.2 Contract Award Transition:** Upon the award of this contract, whether the effective date or the completed and encumbered date or an established date by the Agency, the WVDON Operations Division will announce the effective date of use of this contract to the Districts and the Vendors. Upon the announced effective date of use, any Delivery Order issued toward the previously effective/prior contracts with work/delivery started shall remain in effect and shall not be cancelled until that Delivery Order is filled. Any Delivery Order issued with work/delivery not started shall be cancelled and reissued off the new contract. No Delivery Order from the previously effective contracts should be held open by the District or the Vendor longer than ten (10) working days after the notice of effective date of use of the new contracts.

This directive is issued to assist the Districts and the Vendors when fulfilling open Delivery Orders only. It is NOT issued to cause harm or to take contracts from one Vendor to give to another Vendor, but to establish a transition process from one contract into another contract.

**5.3 Price Adjustments:** In the event of a significant price increase of component material or rental equipment utilized to perform or under this Contract, that is not the fault of the Vendor, the contract pricing may be equitably adjusted by change order as more fully described below.

**5.3.1** A change in price is considered significant if the price of the component material or rental equipment increases by 20% or more from the original bid amount.

**5.3.2** Any request for a price increase under this clause must be supported by: price quotes for the component material or rental equipment for which a change is being sought; invoices showing amounts actually paid for the component

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materials or rental equipment; and any other evidence that supports the increase request.

**5.3.3** The quotes provided to support the price increase request must be the quotes that Vendor actually relied on when submitting its bid and both the quote and the amount ultimately paid must have resulted from an arm's length transaction with an unrelated party.

**5.3.4** Vendor must also show that the significant price increase would have been incurred if the owner had purchased the material or rental equipment directly from the supplier.

**5.3.5** Price adjustments will be granted or denied at the sole and absolute discretion of the State.

**5.3.6** Price adjustments will only be considered annually at the contract expiration/renewal date. Vendor must submit price adjustment requests 60 days prior to the expiration/renewal date to be considered.

**5.3.7** Vendor documentation for price adjustments shall be submitted to [DOHOperationsProcurement@wv.gov](mailto:DOHOperationsProcurement@wv.gov) for initial review.

**5.3.8** Price adjustments shall be memorialized by a written Change Order, which must be reviewed and approved by the Purchasing Division, and as to form by the Attorney General's Office, in order to be effective. Adjusted pricing will not take effect until the effective date of such Change Order and cannot be retroactive.

**6. DETERMINING LOW BID PER PROJECT:** To determine the low bid Vendor, the ordering Agency's WVDOH District Engineer or their designee will review bids per county. The Vendor with the lowest bid price for the Item needed, will be issued a written Delivery Order.

**7. ORDERING AND PAYMENT:**

**7.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor can accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

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- 7.2 Payment:** Upon completion of the Delivery Order, Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor shall accept the State of West Virginia's Purchasing Card and Electronic Funds Transfer for payment of orders under this contract. Electronic Funds Transfer for payment is available through the WV State Auditor's Office. The Vendor may visit the WV State Auditor's website ([wvsao.gov](http://wvsao.gov)) for all necessary forms and instructions. Payment method may be dictated at WVDOT's discretion.

**8. DELIVERY, LATE DELIVERY, AND RETURN:**

- 8.1 Delivery Time:** At the time of need, the ordering Agency will issue a detailed Delivery Order to the awarded Vendor. No Vendor is authorized to ship, nor is the Agency authorized to receive contract Items prior to the issuance of a Delivery Order. There is no typical or average order size. When a Delivery Order is issued to an awarded Vendor, unless otherwise stated by the Agency on its Delivery Order, delivery from the Vendor is due within seven (7) working days from the Order date; however, the Agency shall have the option of accepting or refusing any alternative delivery schedule provided by the Vendor.

An initial delivery must be made on the established delivery date with remainder of the Delivery Order filled within 14 working days. The first day of the seven (7) working days will be considered 12:01 AM, the morning (working day) following the Delivery Order issue date.

**8.1.1 Delivery Ticket:** Original delivery tickets for each delivered load to the Agency storage sites must be signed and retained by a WVDOT representative at the delivery location. The Vendor shall furnish a means of determining the specific gravity at the time of delivery which shall be indicated on the delivery ticket. The delivery truck shall have an adequate length of fill-hose and quick connects, etc. to fill Agency storage tanks.

- 8.1.2** Vendor fulfill all orders in accordance with the Agency's Delivery Order schedule and SHALL NOT HOLD ORDERS until a minimum delivery quantity is met.

- 8.1.3** The Agency reserves the right to issue Emergency Delivery Orders as needs dictate. Emergency Delivery Orders shall be created and/or approved by the WVDOT District Engineer or his designee. The Agency shall prominently document "Emergency" on the Delivery Order. The Vendor shall rush-process the Order and deliver the Items within forty-eight (48) hours of Order receipt by the Vendor, or as otherwise directed by the Agency on its Delivery Order. If the

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Emergency Delivery Order is completely received by the Agency within the Agency's specified Emergency delivery timeline, the WVDOH shall pay the Vendor 105% of the awarded contract Item price for the completed Emergency Delivery Order.

**8.3 Delivery Quantities:** The minimum order of Liquid Calcium Chloride will be 4,000 gallons. Delivery Orders will be placed in 4,000 gallon increments. An order of 4,000 gallons may be split equally between no more than two locations in the same or adjoining county. The minimum delivery to any single location will be 2,000 gallons. The Vendor will be required to identify the quantity of Liquid Calcium Chloride that was delivered to each specific location. The determination of quantity delivered may be made by in-line meters, tank calibration charts, or any other means mutually agreed upon by the Agency and Vendor. The delivered quantity will be agreed upon and indicated on the delivery ticket. Verbal communications to initiate or modify a Delivery Order from this contract are not acceptable as a Delivery Order.

**8.4 Late or Failed Delivery:** If the Vendor fails or anticipates delay or failure to deliver any portion of the Delivery Order as described herein or otherwise specified by the ordering Agency on its written Delivery Order, the Vendor shall provide to the ordering Agency -in writing- the reason for its failure or anticipated failure, no later than three (3) business days of the date of the Delivery Order, and by 4:00pm on the third day.

If, at its own discretion, the Agency deems the failed delivery as harmful to the Agency, the Delivery Order shall be subject to cancellation by the Agency, and/or may lead to the Agency obtaining the Items from an alternate, economical party, such as the next low bid Vendor or the open market. Failed Delivery Orders shall be subject to Liquidated Damages at the discretion of the Agency, (see below). The Agency reserves the right to apply an offset reduction to the Vendor's invoice, for the difference in cost from that Vendor's price and the alternative economical source's price, plus, including but not limited to, any additional transportation charges associated with said delivery, as needed to fulfill the cancelled Delivery Order.

Any Agency seeking to obtain contract Items from the open market under this provision must first obtain approval of the Purchasing Division.

**8.4.1 Liquidated Damages:** For Delivery Order Failures, the ordering Agency at its own discretion shall reserve the right to apply liquidated damages to the failed portion of any Delivery Order, to be calculated beginning on day one after the Agency's specified Delivery Order due date, per the terms of this contract, and the Standard Specs Section 108.7, as amended, and the rates in the table made available on the WVDOH Contract Administration's Specifications and Documents website, as amended:

<https://transportation.wv.gov/highways/contractadmin/specifications/Pages/LiquidDatedDamages.aspx>



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When liquidated damages are applied, the Vendor shall hereby understand and agree that the Vendor will be responsible for the Liquidated Damages which shall be applied by the Agency in the form of an off-set reduction to the total amount of the Vendor's final invoice.

- 8.5 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost/discount of standard order delivery charges in its bid pricing and is not permitted to charge the Agency separately for such delivery.
- 8.6 Return of Unacceptable Items:** If the Agency, at its own discretion, deems the contract Items to be unacceptable, the contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. This shall include any material delivered prior to and/or after the unloading of the material from the Vendor's truck. Delivered material shall arrive in acceptable condition and comply with Section 3.4 and the most current version of ASTM D 98 or the Agency shall deny receipt. Arrangement by the Vendor shall be made for the return within five (5) days of being notified that Items are unacceptable; otherwise, the Vendor shall permit the Agency to arrange for the return and reimburse the Agency for delivery expenses. All returns of unacceptable Items shall be F.O.B. the Agency's location. At the Agency's discretion, the returned product shall either be replaced, or the Vendor shall provide the Agency with a full credit or refund for the purchase price within ten (10) calendar days of the return.
- 8.7 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition, as in unused and in the original packaging. Any restocking fee for Items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned Items.

**9. VENDOR DEFAULT:**

- 9.1** The following shall be considered a vendor default under this contract.
- 9.1.1** Failure to provide contract Items in accordance with the requirements contained herein.
- 9.1.2** Failure to comply with other specifications and requirements contained herein.
- 9.1.3** Failure to comply with any laws, rules, and ordinances applicable to the contract Services provided under this contract.

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**9.1.4 Failure to remedy deficient performance upon request.**

**9.2 The following remedies shall be available to Agency upon default.**

**9.2.1 Immediate cancellation of the contract.**

**9.2.2 Immediate cancellation of one or more delivery orders issued under this contract.**

**9.2.3 Any other remedies available in law or equity.**

**10. MISCELLANEOUS:**

**10.1 Substitutions:** Vendor shall supply only contract Items submitted in response to this Solicitation unless a contract modification is approved in accordance with the provisions contained in this contract.

**10.2 Vendor Supply:** Vendor must carry sufficient inventory of the contract Items to fulfill its obligations under this contract. By signing its bid, Vendor certifies that it can supply the contract Items contained in its bid response.

**10.3 Reports:** For Items purchased during the term of this contract, the Vendor shall provide the Agency with reports, in electronic spreadsheet format, of its purchased contract Items, total dollar value, quantities, shipments, and delivery information, quarterly, or annual summaries, or upon request. Failure to supply such reports may be grounds for cancellation of this contract

**10.4 Contract Manager:** During its performance of this contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this contract. The Contract Manager must be available during normal business hours to address any customer service or other issues related to this contract. Vendor should list its Contract Manager and his or her contact information below.

**Contract Manager:** Ron Anderson  
**Telephone Number:** 304-488-5419  
**Fax Number:** 281-298-7150  
**Email Address:** randerson@tetratec.com

Vendor shall inform the Agency in writing of any changes to the information provided above within ten (10) calendar days of such changes. Failure to comply may be grounds for cancellation of this contract.

**ATTACHMENT A Liquid Calcium Chloride Delivery F.O.B. WV Division of Highways Storage Site**

6622C014

Vendor shall bid all of a County's locations at one unit price, per County.

DO NOT WRITE IN GREYED AREAS

Write your Vendor name in block below:

<b>DISTRICT 1</b>			<b>TETRA Technologies</b>
<b>County</b>	<b>Delivery/Storage Site</b>	<b>Estimated Quantity (Gal.)</b>	<b>Price Per Gallon</b>
Boone	Roch Creek Site and Clinton site		
Boone	<b>Total Estimated Quantity for County</b>		<b>\$0.86</b>
Clay	Widen Road & CR 11		
Clay	<b>Total Estimated Quantity for County</b>		<b>\$0.86</b>
Kanawha	Chelyan		
Kanawha	Elkview		
Kanawha	North Charleston		
Kanawha	St. Albans		
Kanawha	I-64 @ Scary Creek		
Kanawha	I-64 @ Rt. 119 and Penn. Avenue		
Kanawha	I-77 @ Sissonville		
Kanawha	I-79 @ Amma		
Kanawha	Corridor G @ Alum Creek		
Kanawha	<b>Total Estimated Quantity for County</b>		<b>\$0.86</b>
Mason	Pt. Pleasant		
Mason	<b>Total Estimated Quantity for County</b>		<b>\$0.86</b>
Putnam	Hurricane site and Redhouse site		
Putnam	<b>Total Estimated Quantity for County</b>		<b>\$0.86</b>
<b>Estimated Totals per District</b>			

Quantities listed in this RFQ are approximations only. It is understood and agreed that the contract shall cover the quantities actually ordered for delivery, whether more or less than the estimated quantities shown.

**ATTACHMENT A Liquid Calcium Chloride Delivery Pricing: F.O.B. WV Division of Highways Storage Site**

6622C014

Vendor shall bid all of a County's locations at one unit price, per County.

DO NOT WRITE IN GREYED AREAS

Write your Vendor name in block below:

<b>DISTRICT 2</b>			<b>TETRA Technologies</b>
<b>County</b>	<b>Delivery/Storage Site</b>	<b>Estimated Quantity (Gal.)</b>	<b>Price Per Gallon</b>
Cabell	Barboursville		
Cabell	I-64 @ Huntington		
Cabell	<b>Total Estimated Quantity for County</b>		<b>\$0.94</b>
Lincoln	West Hamlin		
Lincoln	Yawkey		
Lincoln	Harts		
Lincoln	<b>Total Estimated Quantity for County</b>		<b>\$0.94</b>
Logan	Corridor G @ Chapmanville		
Logan	Wilkinson		
Logan	<b>Total Estimated Quantity for County</b>		<b>\$0.94</b>
Mingo	Corridor G @ Miller's Creek		
Mingo	Gilbert		
Mingo	<b>Total Estimated Quantity for County</b>		<b>\$0.94</b>
Wayne	Pritchard		
Wayne	Wayne		
Wayne	Crum		
Wayne	<b>Total Estimated Quantity for County</b>		<b>\$0.94</b>
<b>Estimated Totals per District</b>			

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**ATTACHMENT A Liquid Calcium Chloride Delivery Pricing: F.O.B. WV Division of Highways Storage Site**

6622C014

Vendor shall bid all of a County's locations at one unit price, per County.

DO NOT WRITE IN GREYED AREAS

Write your Vendor name in block below:

<b>DISTRICT 3</b>			<b>TETRA Technologies</b>
<b>County</b>	<b>Delivery/Storage Site</b>	<b>Estimated Quantity (Gals.)</b>	<b>Price Per Gallon</b>
Calhoun	Millstone		
Calhoun	<b>Total Estimated Quantity for County</b>		<b>\$0.90</b>
Jackson	Ripley		
Jackson	I-77 @ Medina		
Jackson	<b>Total Estimated Quantity for County</b>		<b>\$0.90</b>
Pleasants	Belmont		
Pleasants	<b>Total Estimated Quantity for County</b>		<b>\$0.90</b>
Ritchie	APD Pennsboro		
Ritchie	Ellenboro		
Ritchie	Corridor D @ Nuttall Farm		
Ritchie	<b>Total Estimated Quantity for County</b>		<b>\$0.90</b>
Roane	Spencer		
Roane	<b>Total Estimated Quantity for County</b>		<b>\$0.90</b>
Wirt	Elizabeth		
Wirt	<b>Total Estimated Quantity for County</b>		<b>\$0.90</b>
Wood	Parkersburg @ Rt. 95S		
Wood	I-77 @ Parkersburg		
Wood	Corridor D @ Riverhill		
Wood	<b>Total Estimated Quantity for County</b>		<b>\$0.90</b>
<b>Estimated Totals per District</b>			

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**ATTACHMENT A Liquid Calcium Chloride Delivery Pricing: F.O.B. WV Division of Highways Storage Site**

6622C014

Vendor shall bid all of a County's locations at one unit price, per County.

DO NOT WRITE IN GREYED AREAS

Write your Vendor name in block below:

<b>DISTRICT 4</b>			<b>TETRA Technologies</b>
<b>County</b>	<b>Delivery/Storage Site</b>	<b>Estimated Quantity (Gal.)</b>	<b>Price Per Gallon</b>
Doddridge	Smithburg		
Doddridge	<b>Total Estimated Quantity for County</b>		<b>\$0.93</b>
Harrison	Gore		
Harrison	I-79 @ Lost Creek		
Harrison	APD 50 @ Tunnel Hill		
Harrison	<b>Total Estimated Quantity for County</b>		<b>\$0.93</b>
Marion	Fairmont		
Marion	Mannington		
Marion	<b>Total Estimated Quantity for County</b>		<b>\$0.93</b>
Monongalia	I-79 @ Goshen Road		
Monongalia	Ridgedale		
Monongalia	Pentress		
Monongalia	<b>Total Estimated Quantity for County</b>		<b>\$0.93</b>
Preston	Albright		
Preston	Aurora		
Preston	Brueton Mills		
Preston	Fellowsville		
Preston	Terra Alta		
Preston	I-68 @ Cooper's Rock		
Preston	<b>Total Estimated Quantity for County</b>		<b>\$0.93</b>
Taylor	Fetterman/Prunytown		
Taylor	<b>Total Estimated Quantity for County</b>		<b>\$0.93</b>
<b>Estimated Totals per District</b>			

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**ATTACHMENT A Liquid Calcium Chloride Delivery Pricing: F.O.B. WV Division of Highways Storage S 6622C014**  
**Vendor shall bid all of a County's locations at one unit price, per County.**  
**DO NOT WRITE IN GREYED AREAS**

Write your Vendor name in block below:

<b>DISTRICT 5</b>		<b>TETRA Technologies</b>	
<b>County</b>	<b>Delivery/Storage Site</b>	<b>Estimated Quantity (Gal.)</b>	<b>Price Per Gallon</b>
Berkeley	I-81 @ Martinsburg (0571)		
Berkeley	1867 Rock Cliff Drive (0502)		
Berkeley	I-81 @ Exit 8 (0571)		
Berkeley	<b>Total Estimated Quantity for County</b>		<b>\$1.00</b>
Grant	Petersburg		
Grant	Mt. Storm		
Grant	<b>Total Estimated Quantity for County</b>		<b>\$1.00</b>
Hampshire	Romney		
Hampshire	Capon Bridge		
Hampshire	Slanesville		
Hampshire	<b>Total Estimated Quantity for County</b>		<b>\$1.00</b>
Hardy	Moorefield		
Hardy	Moorefield, Corridor H, Section 2		
Hardy	Baker		
Hardy	<b>Total Estimated Quantity for County</b>		<b>\$1.00</b>
Jefferson	Charles Town (0519)		
Jefferson	<b>Total Estimated Quantity for County</b>		<b>\$1.00</b>
Mineral	New Creek		
Mineral	Sky Line		
Mineral	Short Gap		
Mineral	Burlington		
Mineral	<b>Total Estimated Quantity for County</b>		<b>\$1.00</b>
Morgan	Berkeley Springs		
Morgan	<b>Total Estimated Quantity for County</b>		<b>\$1.00</b>
	<b>Estimated Totals per District</b>		

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**ATTACHMENT A Liquid Calcium Chloride Delivery Pricing: F.O.B. WV Division of Highways Storage Site**

6622C014

Vendor shall bid all of a County's locations at one unit price, per County.

DO NOT WRITE IN GREYED AREAS

Write your Vendor name in block below:

<b>DISTRICT 6</b>			<b>TETRA Technologies</b>
<b>County</b>	<b>Delivery/Storage Site</b>	<b>Estimated Quantity (Gal.)</b>	<b>Price Per Gallon</b>
Brooke	Wellsburg	1	
Brooke	Weirton	1	
Brooke	<b>Total Estimated Quantity for County</b>		<b>\$0.99</b>
Hancock	New Manchester		
Hancock	<b>Total Estimated Quantity for County</b>		<b>\$0.99</b>
Marshall	Glen Dale		
Marshall	Cameron		
Marshall	<b>Total Estimated Quantity for County</b>		<b>\$0.99</b>
Ohio	Triadelphia		
Ohio	I-70 @ Triadelphia		
Ohio	<b>Total Estimated Quantity for County</b>		<b>\$0.99</b>
Tyler	Sistersville		
Tyler	<b>Total Estimated Quantity for County</b>		<b>\$0.99</b>
Wetzel	New Martinsville		
Wetzel	Pine Grove		
Wetzel	Hundred		
Wetzel	<b>Total Estimated Quantity for County</b>		<b>\$0.99</b>
	<b>Estimated Totals per District</b>		

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**ATTACHMENT A Liquid Calcium Chloride Delivery Pricing: F.O.B. WV Division of Highways Storage Site**

6622C014

Vendor shall bid all of a County's locations at one unit price, per County.

DO NOT WRITE IN GREYED AREAS

Write your Vendor name in block below:

<b>DISTRICT 7</b>			<b>TETRA Technologies</b>
<b>County</b>	<b>Delivery/Storage Site</b>	<b>Estimated Quantity (Gal.)</b>	<b>Price Per Gallon</b>
Barbour	Phillipi	1	
Barbour	Belington	11	
Barbour	<b>Total Estimated Quantity for County</b>		<b>\$0.90</b>
Braxton	Gassaway		
Braxton	I-79 @ Coon Knob		
Braxton	I-79 @ Burnsville		
Braxton	<b>Total Estimated Quantity for County</b>		<b>\$0.90</b>
Gilmer	Glenville		
Gilmer	<b>Total Estimated Quantity for County</b>		<b>\$0.90</b>
Lewis	Weston (Ben Dale)		
Lewis	Corridor H @ Mudlick		
Lewis	<b>Total Estimated Quantity for County</b>		<b>\$0.90</b>
Upshur	Clow Lot @ Buckhannon		
Upshur	Kanawha Head		
Upshur	<b>Total Estimated Quantity for County</b>		<b>\$0.90</b>
Webster	Hacker Valley		
Webster	<b>Total Estimated Quantity for County</b>		<b>\$0.90</b>
<b>Estimated Totals per District</b>			

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**ATTACHMENT A Liquid Calcium Chloride Delivery Pricing: F.O.B. WV Division of Highways Storage Site**

6622C014

Vendor shall bid all of a County's locations at one unit price, per County.

DO NOT WRITE IN GREYED AREAS

Write your Vendor name in block below:

<b>DISTRICT 8</b>			<b>TETRA Technologies</b>
<b>County</b>	<b>Delivery/Storage Site</b>	<b>Estimated Quantity (Gal.)</b>	<b>Price Per Gallon</b>
Pendleton	Franklin, 220 NORTH		
Pendleton	Franklin, 220 - SOUTH		
Pendleton	<b>Total Estimated Quantity for County</b>		<b>\$0.96</b>
Pocahontas	Marlinton		
Pocahontas	Seebert		
Pocahontas	Greenbank		
Pocahontas	Bartow (Thornwood)		
Pocahontas	Slaty Fork		
Pocahontas	<b>Total Estimated Quantity for County</b>		<b>\$0.96</b>
Randolph	Elkins		
Randolph	Harman		
Randolph	Mill Creek		
Randolph	Corridor H Lot @ Elkins		
Randolph	<b>Total Estimated Quantity for County</b>		<b>\$0.96</b>
Tucker	Parsons		
Tucker	Thomas		
Tucker	<b>Total Estimated Quantity for County</b>		<b>\$0.96</b>
<b>Estimated Totals per District</b>			

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**ATTACHMENT A Liquid Calcium Chloride including Delivery F.O.B. WV Division of Highways Storage Site**

6622C014

Vendor shall bid all of a County's locations at one unit price, per County.

DO NOT WRITE IN GREYED AREAS

Write your Vendor name in block below:

DISTRICT 9			TETRA Technologies
County	Delivery/Storage Site	Estimated Quantity (Gal.)	Price Per Gallon
Fayette	Oak Hill		
Fayette	Lookout		
Fayette	Falls View		
Fayette	<b>Total Estimated Quantity for County</b>		<b>\$0.92</b>
Greenbrier	Lewisburg		
Greenbrier	Crawley		
Greenbrier	I-64 @ Hart's Run		
Greenbrier	<b>Total Estimated Quantity for County</b>		<b>\$0.92</b>
Monroe	Union		
Monroe	Peterstown		
Monroe	<b>Total Estimated Quantity for County</b>		<b>\$0.92</b>
Nicholas	Summersville		
Nicholas	Curtin		
Nicholas	Corridor L @ Muddlety		
Nicholas	<b>Total Estimated Quantity for County</b>		<b>\$0.92</b>
Summers	Hinton		
Summers	<b>Total Estimated Quantity for County</b>		<b>\$0.92</b>
Estimated Totals per District			

Quantities listed in this RFQ are approximations only. It is understood and agreed that the contract shall cover the quantities actually ordered for delivery, whether more or less than the estimated quantities shown.

ATTACHMENT A      Liquid Calcium Chloride   Delivery Pricing: F.O.B. WV Division of Highways Storage Site

6522C014

Vendor shall bid all of a County's locations at one unit price, per County.  
DO NOT WRITE IN GREYED AREAS

Write your Vendor name in block below:

DISTRICT 10			TETRA Technologies
County	Delivery/Storage Site	Estimated Quantity (Gal.)	Price Per Gallon
	No Delivery Sites for District 10		N/A

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**iquid Calcium Chloride - ATTACHMENT B PICK-UP Pricing**

F.O.B. Vendor's Storage Site		TETRA
LOCATION OF STORAGE SITE		Price PER GALLON*
TETRA- BID SUBMITTED FOR PICK UP BUT LISTED NO STORAGE SITE LOCATIONS		\$1.00
SICALCO - NO BID SUBMITTED FOR PICK UP		

**\*Bid price shall include cost of vendor loading WVDOH trucks**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/20/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Houston-Alliant Insurance Services, Inc. 5444 Westheimer RD 9th fl Houston TX 77056	<b>CONTACT NAME:</b> Erick Lopez <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> Erick.Lopez@Alliant.com
<b>INSURED</b> TETRA Technologies, Inc., TETRA-Hamilton Frac Water Services, LLC TETRA Production Testing Services, LLC 24955 Interstate 45 North The Woodlands TX 77380	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Berkley National Insurance Com INSURER B: Lloyd's of London INSURER C: INSURER D: INSURER E: INSURER F:
<b>License#:</b> 0C36861 <b>TETRETC-03</b>	<b>NAIC #</b> 38911 0

**COVERAGES****CERTIFICATE NUMBER:** 1172212**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: S&A Pollution	Y	Y	EGL004071111	9/30/2021	9/30/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pollution \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ECA 3158948-11	9/30/2021	9/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED RETENTION \$	Y	Y	EUL004071211	9/30/2021	9/30/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	EWC 3158774-11	9/30/2021	9/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Contractors Equipment			EA0140021	11/1/2021	5/1/2023	Limits As Scheduled

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured in favor of the Certificate Holder on all policies (except Workers Compensation/ EL) on a Primary and Non Contributory Basis where required by written contract. Waiver of Subrogation in favor of the Certificate Holder on the General Liability, Auto Liability, Umbrella Liability and the Workers Compensation where required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

State of West Virginia  
1900 Kanawha Blvd E.,  
Bldg. 5  
Charleston WV 25305

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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