



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

State of West Virginia  
 Request for Quotation  
 07 - Chemicals

Proc Folder: 356509

Doc Description: LIQUID CALCIUM CHLORIDE (DOT6618C005)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-08-28	2017-09-08 13:30:00	CRFQ 0803 DOT1800000018	1

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Name, Address and Telephone Number:  
 Tetra Technologies, Inc.  
 24955 I-45  
 The Woodlands, TX. 77380  
 281-364-2266

09/07/17 09:18:59  
 WV Purchasing Division

**FOR INFORMATION CONTACT THE BUYER**

Mark A Atkins  
 (304) 558-2307  
 mark.a.atkins@wv.gov

Signature X *Ron Cook* FEIN # 74-2148293 DATE 9-6-17

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways (WVDOH) to establish an open-end contract to provide Liquid Calcium Chloride for use at locations throughout the State of WV by the WV Division of Highways per attached documents.

INVOICE TO :		SHIP TO :	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Vendor shall use Exhibit A & Exhibit B Pricing Page(s)	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
51182401			

**Extended Description :****LIQUID CALCIUM CHLORIDE:**

Note: Vendor shall use Exhibit A & Exhibit B Pricing Page(s) for bid pricing.

If bidding online vendor should enter \$0.00 in the Oasis commodity line.

Vendor must attach the Exhibit A Pricing Pages and the Exhibit B Pricing Page to their bid.

See Section 18 of Instructions to Bidders for additional information.

**SCHEDULE OF EVENTS :**

Line	Event	Event Date
1	Technical Questions due by 10:00am EST:	2017-09-01

DOT1800000018	<b>Document Phase</b> Final	<b>Document Description</b> LIQUID CALCIUM CHLORIDE (DOT6618C005)	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

Vendor shall submit one unit price per County which shall include all locations in that County. Vendor may bid any or all Counties.

Unit of Measure shall be PER GALLON.

Extended Cost is calculated by multiplying "Total Estimated Quantity for County" by the "Unit Cost Per Gallon".

Delivery: F.O.B. WV Division of Highways Storage Site

Award shall be to the low-bid Vendor per County.

DISTRICT 1

County	Delivery/Storage Site	Estimated Number Gallons	Unit Cost Per Gallon	Extended Cost
Boone	Roch Branch	5,000		
Boone	<b>Total Estimated Quantity for County</b>	<b>5,000</b>	<b>\$ 0.79</b>	<b>\$ 3,935.50</b>
Clay	Widen Road & CR 11	3,000		
Clay	<b>Total Estimated Quantity for County</b>	<b>3,000</b>	<b>\$ 0.79</b>	<b>\$ 2,370.00</b>
Kanawha	Chelyan	10,000		
Kanawha	Elkview	5,000		
Kanawha	North Charleston	5,000		
Kanawha	St. Albans	10,000		
Kanawha	I-64 @ Scary Creek	5,000		
Kanawha	I-64 @ Rt. 119 and Penn. Avenue	0		
Kanawha	I-77 @ Sissonville	5,000		
Kanawha	I-79 @ Amma	5,000		
Kanawha	Corridor G @ Alum Creek	5,000		
Kanawha	<b>Total Estimated Quantity for County</b>	<b>50,000</b>	<b>\$ 0.79</b>	<b>\$ 39,500.00</b>
Mason	Pt. Pleasant	6,000		
Mason	<b>Total Estimated Quantity for County</b>	<b>6,000</b>	<b>\$ 0.79</b>	<b>\$ 4,740.00</b>
Putnam	Hurricane @ Rt. 34	5,000		
Putnam	<b>Total Estimated Quantity for County</b>	<b>5,000</b>	<b>\$ 0.79</b>	<b>\$ 3,950.00</b>
<b>Estimated Totals per District</b>		<b>69,000</b>		<b>\$ 54,495.50</b>

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Delivery: F.O.B. WV Division of Highways Storage Site

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**DISTRICT 2**

County	Delivery/Storage Site	Estimated Number Gallons	Unit Cost Per Gallon	Extended Cost
Cabell	Barboursville	5,000		
Cabell	I-64 @ Huntington	5,000		
Cabell	<b>Total Estimated Quantity for County</b>	<b>10,000</b>	<b>\$ 0.82</b>	<b>\$ 8,200.00</b>
Lincoln	West Hamlin	3,000		
Lincoln	Yawkey	3,000		
Lincoln	Harts	3,000		
Lincoln	<b>Total Estimated Quantity for County</b>	<b>9,000</b>	<b>\$ 0.82</b>	<b>\$ 7,380.00</b>
Logan	Corridor G @ Chapmanville	4,000		
Logan	Wilkinson	5,000		
Logan	<b>Total Estimated Quantity for County</b>	<b>9,000</b>	<b>\$ 0.82</b>	<b>\$ 7,380.00</b>
Mingo	Corridor G @ Miller's Creek	5,000		
Mingo	Gilbert	7,000		
Mingo	<b>Total Estimated Quantity for County</b>	<b>12,000</b>	<b>\$ 0.82</b>	<b>\$ 9,840.00</b>
Wayne	Pritchard	5,000		
Wayne	Wayne	5,000		
Wayne	Crum	3,000		
Wayne	<b>Total Estimated Quantity for County</b>	<b>13,000</b>	<b>\$ 0.82</b>	<b>\$ 10,660.00</b>
<b>Estimated Totals per District</b>		<b>53,000</b>		<b>\$ 43,460.00</b>

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Delivery: F.O.B. WV Division of Highways Storage Site

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**DISTRICT 3**

County	Delivery/Storage Site	Estimated Number Gallons	Unit Cost Per Gallon	Extended Cost
Calhoun	Millstone	6,000		
Calhoun	<b>Total Estimated Quantity for County</b>	<b>6,000</b>	<b>\$ 0.79</b>	<b>\$ 4,740.00</b>
Jackson	Ripley	6,000		
Jackson	I-77 @ Medina	6,000		
Jackson	<b>Total Estimated Quantity for County</b>	<b>12,000</b>	<b>\$ 0.79</b>	<b>\$ 9,480.00</b>
Pleasants	Belmont	6,000		
Pleasants	<b>Total Estimated Quantity for County</b>	<b>6,000</b>	<b>\$ 0.79</b>	<b>\$ 4,740.00</b>
Ritchie	APD Pennsboro	6,000		
Ritchie	Ellenboro	6,000		
Ritchie	Corridor D @ Nutter Farm	6,000		
Ritchie	<b>Total Estimated Quantity for County</b>	<b>18,000</b>	<b>\$ 0.79</b>	<b>\$ 14,220.00</b>
Roane	Spencer	6,000		
Roane	<b>Total Estimated Quantity for County</b>	<b>6,000</b>	<b>\$ 0.79</b>	<b>\$ 4,740.00</b>
Wirt	Elizabeth	6,000		
Wirt	<b>Total Estimated Quantity for County</b>	<b>6,000</b>	<b>\$ 0.79</b>	<b>\$ 4,740.00</b>
Wood	Parkersburg @ Rt. 95S	6,000		
Wood	I-77 @ Parkersburg	6,000		
Wood	Corridor D @ Riverhill	6,000		
Wood	<b>Total Estimated Quantity for County</b>	<b>18,000</b>	<b>\$ 0.79</b>	<b>\$ 14,220.00</b>
<b>Estimated Totals per District</b>		<b>72,000</b>		<b>\$ 56,880.00</b>

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Delivery: F.O.B. WV Division of Highways Storage Site

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**DISTRICT 4**

County	Delivery/Storage Site	Estimated Number Gallons	Unit Cost Per Gallon	Extended Cost
Doddridge	Smithburg	2,000		
Doddridge	<b>Total Estimated Quantity for County</b>	<b>2,000</b>	<b>\$ 0.79</b>	<b>\$ 1,580.00</b>
Harrison	Gore	2,000		
Harrison	I-79 @ Lost Creek	2,000		
Harrison	APD 50 @ Tunnel Hill	2,000		
Harrison	<b>Total Estimated Quantity for County</b>	<b>6,000</b>	<b>\$ 0.79</b>	<b>\$ 4,740.00</b>
Marion	Fairmont	2,000		
Marion	Mannington	2,000		
Marion	<b>Total Estimated Quantity for County</b>	<b>4,000</b>	<b>\$ 0.79</b>	<b>\$ 3,160.00</b>
Monongalia	I-79 @ Goshen Road	2,000		
Monongalia	Ridgedale	2,000		
Monongalia	Pentress	2,000		
Monongalia	<b>Total Estimated Quantity for County</b>	<b>6,000</b>	<b>\$ 0.79</b>	<b>\$ 4,740.00</b>
Preston	Albright	2,000		
Preston	Aurora	2,000		
Preston	Bruceton Mills	2,000		
Preston	Fellowsville	2,000		
Preston	Terra Alta	2,000		
Preston	I-68 @ Cooper's Rock	2,000		
Preston	<b>Total Estimated Quantity for County</b>	<b>12,000</b>	<b>\$ 0.79</b>	<b>\$ 9,480.00</b>
Taylor	Fetterman/Prunytown	2,000		
Taylor	<b>Total Estimated Quantity for County</b>	<b>2,000</b>	<b>\$ 0.79</b>	<b>\$ 1,580.00</b>
<b>Estimated Totals per District</b>		<b>32,000</b>		<b>\$ 25,280.00</b>

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Delivery: F.O.B. WV Division of Highways Storage Site

Award shall be to the low-bid Vendor per County.

**DISTRICT 5**

County	Delivery/Storage Site	Estimated Number Gallons	Unit Cost Per Gallon	Extended Cost
Berkeley	I-81 @ Martinsburg (0571)	2,000		
Berkeley	1867 Rock Cliff Drive (0502)	2,000		
Berkeley	I-81 @ Exit 8 (0571)	2,000		
Berkeley	<b>Total Estimated Quantity for County</b>	<b>6,000</b>	<b>\$ 0.92</b>	<b>\$ 5,520.00</b>
Grant	Petersburg	2,000		
Grant	Mt. Storm	2,000		
Grant	<b>Total Estimated Quantity for County</b>	<b>4,000</b>	<b>\$ 0.86</b>	<b>\$ 3,440.00</b>
Hampshire	Romney	2,000		
Hampshire	Capon Bridge	2,000		
Hampshire	Slanesville	2,000		
Hampshire	<b>Total Estimated Quantity for County</b>	<b>6,000</b>	<b>\$ 0.86</b>	<b>\$ 5,160.00</b>
Hardy	Moorefield	2,000		
Hardy	Moorefield, Corridor H, Section 2	2,000		
Hardy	Baker	2,000		
Hardy	<b>Total Estimated Quantity for County</b>	<b>6,000</b>	<b>\$ 0.86</b>	<b>\$ 5,160.00</b>
Jefferson	Charles Town (0519)	2,000		
Jefferson	<b>Total Estimated Quantity for County</b>	<b>2,000</b>	<b>\$ 0.92</b>	<b>\$ 1,840.00</b>
Mineral	New Creek	2,000		
Mineral	Sky Line	2,000		
Mineral	Short Gap	2,000		
Mineral	Burlington	2,000		
Mineral	<b>Total Estimated Quantity for County</b>	<b>8,000</b>	<b>\$ 0.86</b>	<b>\$ 6,880.00</b>
Morgan	Berkeley Springs	2,000		
Morgan	<b>Total Estimated Quantity for County</b>	<b>2,000</b>	<b>\$ 0.92</b>	<b>\$ 1,840.00</b>
<b>Estimated Totals per District</b>		<b>34,000</b>		<b>\$ 29,840.00</b>



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Delivery: F.O.B. WV Division of Highways Storage Site

Award shall be to the low-bid Vendor per County.

**DISTRICT 6**

County	Delivery/Storage Site	Estimated Number Gallons	Unit Cost Per Gallon	Extended Cost
Brooke	Wellsburg	8,000		
Brooke	Weirton	8,000		
Brooke	<b>Total Estimated Quantity for County</b>	<b>16,000</b>	<b>\$ 0.82</b>	<b>\$ 13,120.00</b>
Hancock	New Manchester	8,000		
Hancock	<b>Total Estimated Quantity for County</b>	<b>8,000</b>	<b>\$ 0.82</b>	<b>\$ 6,560.00</b>
Marshall	Glen Dale	8,000		
Marshall	Cameron	8,000		
Marshall	<b>Total Estimated Quantity for County</b>	<b>16,000</b>	<b>\$ 0.82</b>	<b>\$ 13,120.00</b>
Ohio	Triadelphia	8,000		
Ohio	I-70 @ Triadelphia	8,000		
Ohio	<b>Total Estimated Quantity for County</b>	<b>16,000</b>	<b>\$ 0.82</b>	<b>\$ 13,120.00</b>
Tyler	Sistersville	8,000		
Tyler	<b>Total Estimated Quantity for County</b>	<b>8,000</b>	<b>\$ 0.82</b>	<b>\$ 6,560.00</b>
Wetzel	New Martinsville	8,000		
Wetzel	Pine Grove	8,000		
Wetzel	Hundred	8,000		
Wetzel	<b>Total Estimated Quantity for County</b>	<b>24,000</b>	<b>\$ 0.82</b>	<b>\$ 19,680.00</b>
<b>Estimated Totals per District</b>		<b>88,000</b>		<b>\$ 72,160.00</b>

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Delivery: F.O.B. WV Division of Highways Storage Site

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**DISTRICT 7**

County	Delivery/Storage Site	Estimated Number Gallons	Unit Cost Per Gallon	Extended Cost
Barbour	Phillipi	5,000		
Barbour	Belington	5,000		
Barbour	<b>Total Estimated Quantity for County</b>	<b>10,000</b>	<b>\$ 0.82</b>	<b>\$ 8,200.00</b>
Braxton	Gassaway	5,000		
Braxton	I-79 @ Coon Knob	5,000		
Braxton	I-79 @ Burnsville	5,000		
Braxton	<b>Total Estimated Quantity for County</b>	<b>15,000</b>	<b>\$ 0.82</b>	<b>\$ 12,300.00</b>
Gilmer	Glenville	5,000		
Gilmer	<b>Total Estimated Quantity for County</b>	<b>5,000</b>	<b>\$ 0.82</b>	<b>\$ 4,100.00</b>
Lewis	Weston (Ben Dale)	5,000		
Lewis	Corridor H @ Mudlick	2,000		
Lewis	<b>Total Estimated Quantity for County</b>	<b>7,000</b>	<b>\$ 0.82</b>	<b>\$ 5,740.00</b>
Upshur	Clow Lot @ Buckhannon	5,000		
Upshur	Kanawha Head	5,000		
Upshur	<b>Total Estimated Quantity for County</b>	<b>10,000</b>	<b>\$ 0.82</b>	<b>\$ 8,200.00</b>
Webster	Hacker Valley	5,000		
Webster	<b>Total Estimated Quantity for County</b>	<b>5,000</b>	<b>\$ 0.82</b>	<b>\$ 4,100.00</b>
<b>Estimated Totals per District</b>		<b>52,000</b>		<b>\$ 42,640.00</b>

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Delivery: F.O.B. WV Division of Highways Storage Site

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DISTRICT 8

County	Delivery/Storage Site	Estimated Number Gallons	Unit Cost Per Gallon	Extended Cost
Pendleton	Franklin, 220 North	2,000		
Pendleton	Franklin, 220 South	2,000		
Pendleton	<b>Total Estimated Quantity for County</b>	<b>4,000</b>	<b>\$ -</b>	<b>\$ -</b>
Pocahontas	Marlinton	6,000		
Pocahontas	Seebert	2,000		
Pocahontas	Greenbank	2,000		
Pocahontas	Bartow (Thornwood)	2,000		
Pocahontas	Slaty Fork	2,000		
Pocahontas	<b>Total Estimated Quantity for County</b>	<b>14,000</b>	<b>\$ -</b>	<b>\$ -</b>
Randolph	Elkins	2,000		
Randolph	Harman	2,000		
Randolph	Mill Creek	2,000		
Randolph	Corridor H Lot @ Elkins	2,000		
Randolph	<b>Total Estimated Quantity for County</b>	<b>8,000</b>	<b>\$ -</b>	<b>\$ -</b>
Tucker	Parsons	2,000		
Tucker	Thomas	2,000		
Tucker	<b>Total Estimated Quantity for County</b>	<b>2,300</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Estimated Totals per District</b>		<b>28,300</b>		<b>\$ -</b>

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Delivery: F.O.B. WV Division of Highways Storage Site

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**DISTRICT 9**

County	Delivery/Storage Site	Estimated Number Gallons	Unit Cost Per Gallon	Extended Cost
Fayette	Oak Hill	6,000		
Fayette	Lookout	8,000		
Fayette	Falls View	6,000		
Fayette	<b>Total Estimated Quantity for County</b>	<b>20,000</b>	<b>\$ 0.82</b>	<b>\$ 16,400.00</b>
Greenbrier	Lewisburg	5,000		
Greenbrier	Crawley	7,000		
Greenbrier	I-64 @ Hart's Run	7,000		
Greenbrier	<b>Total Estimated Quantity for County</b>	<b>19,000</b>	<b>\$ 0.85</b>	<b>\$ 16,150.00</b>
Monroe	Union	6,000		
Monroe	Peterstown	6,000		
Monroe	<b>Total Estimated Quantity for County</b>	<b>12,000</b>	<b>\$ 0.85</b>	<b>\$ 10,200.00</b>
Nicholas	Summersville	2,000		
Nicholas	Curtin	2,000		
Nicholas	Corridor L @ Muddlety	6,000		
Nicholas	<b>Total Estimated Quantity for County</b>	<b>10,000</b>	<b>\$ 0.85</b>	<b>\$ 8,500.00</b>
Summers	Hinton	6,000		
Summers	<b>Total Estimated Quantity for County</b>	<b>6,000</b>	<b>\$ 0.85</b>	<b>\$ 5,100.00</b>
<b>Estimated Totals per District</b>		<b>67,000</b>		<b>\$ 56,350.00</b>

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Delivery: F.O.B. WV Division of Highways Storage Site

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**DISTRICT 10**

County	Delivery/Storage Site	Estimated Number Gallons	Unit Cost Per Gallon	Extended Cost
McDowell	Havaco	20,000		
McDowell	Yukon	8,000		
McDowell	Johnnycake Mountain	8,000		
McDowell	<b>Total Estimated Quantity for County</b>	<b>36,000</b>	<b>\$ 0.85</b>	<b>\$ 30,600.00</b>
Mercer	Princeton @ WV 20	16,000		
Mercer	Flat Top	4,000		
Mercer	I-77 @ Princeton	20,000		
Mercer	<b>Total Estimated Quantity for County</b>	<b>40,000</b>	<b>\$ 0.85</b>	<b>\$ 34,000.00</b>
Raleigh	Skelton	28,000		
Raleigh	Bolt	16,000		
Raleigh	I-64 @ Bragg	20,000		
Raleigh	<b>Total Estimated Quantity for County</b>	<b>64,000</b>	<b>\$ 0.85</b>	<b>\$ 54,400.00</b>
Wyoming	Pineville	16,000		
Wyoming	Still Run	8,000		
Wyoming	<b>Total Estimated Quantity for County</b>	<b>24,000</b>	<b>\$ 0.85</b>	<b>\$ 20,400.00</b>
<b>Estimated Totals per District</b>		<b>164,000</b>		<b>\$ 139,400.00</b>

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**Pricing Exhibit B      Liquid Calcium Chloride**  
**Page**

F.O.B. Vendor's Storage Site

Location of Storage Site		Cost Per Gallon*
401 Buckeye St.		\$0.75
Parkersburg, WV. 26101		
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -

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

CRFQ 0803 DOT1800000018  
REQUEST FOR QUOTATION  
**Liquid Calcium Chloride**

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7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more delivery orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

**8. MISCELLANEOUS:**

**8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.

**8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered 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.

**8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

**8.4 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 Andersson  
Telephone Number: 304-488-3419  
Fax Number: 281-298-7150  
Email Address: randereson@tetratec.com

# State of West Virginia

## VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1.  **Application is made for 2.5% vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**  
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification;  
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **or,**  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or,**
2.  **Application is made for 2.5% vendor preference for the reason checked:**  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**
3.  **Application is made for 2.5% vendor preference for the reason checked:**  
 Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or,**
4.  **Application is made for 5% vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or,**
5.  **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or,**
6.  **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7.  **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**  
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

**Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

Bidder: Tetra Technologies, Inc.      Signed: Ron Bolen  
Date: 9-6-17      Title: Sales mgr. Appalachia



**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 Anderson Sales mgr. Appalachia  
(Name, Title)  
Ron Anderson Sales manager - Appalachia  
(Printed Name and Title)  
24955 I-45, The Woodlands, Tx. 77380  
(Address)  
304-488-5419 + 281-298-7150  
(Phone Number) / (Fax Number)  
randerson@tetratex.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.

Tetra Technologies, Inc.  
(Company)

Ron Anderson Sales mgr. - Appalachia  
(Authorized Signature) (Representative Name, Title)

Ron Anderson Sales Manager - Appalachia  
(Printed Name and Title of Authorized Representative)

9-6-17  
(Date)

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

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL OTHER CONTRACTS:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

**"Debt"** means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Tetra Technologies, Inc.

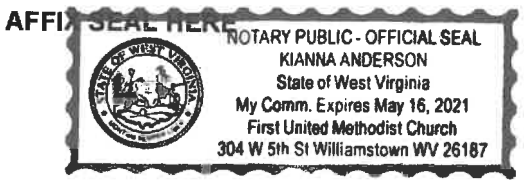
Authorized Signature: Ron Adair Date: 9-6-17

State of West Virginia

County of Wood, to-wit:

Taken, subscribed, and sworn to before me this 6<sup>th</sup> day of September, 2017

My Commission expires 5-16-, 2021



NOTARY PUBLIC Kianna Anderson