



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

State of West Virginia
 Centralized Request for Quote
 Chemicals

11/16/21 12:27:05
 WV Purchasing Division

| | | | |
|---|----------------------------|-------------------------|---------------------------------|
| Proc Folder: 944978 | | | Reason for Modification: |
| Doc Description: LIQUID CALCIUM CHORIDE - 6622C014 | | | |
| Proc Type: Central Master Agreement | | | |
| Date Issued | Solicitation Closes | Solicitation No | Version |
| 2021-10-29 | 2021-11-17 13:30 | CRFQ 0803 DOT2200000073 | 1 |

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 000000223146
Vendor Name: Tetra Technologies, Inc.
Address: 24955
Street: Intostate 45
City: The Woodlands
State: Texas **Country:** USA **Zip:** 77380
Principal Contact: Ron Anderson
Vendor Contact Phone: 304-488-5419 **Extension:** N/A

FOR INFORMATION CONTACT THE BUYER

John W Estep
 304-558-2566
 john.w.estep@wv.gov

Vendor Signature X *Ron Anderson* **FEIN#** 74-2148293 **DATE** 11-14-21

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

ADDITIONAL INFORMATION

REQUEST FOR QUOTATION:

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. Per the Bid Requirements, Specifications, Terms and Conditions attached to this Solicitation.

INVOICE TO**SHIP TO**VARIOUS AGENCY
LOCATIONS

STATE OF WEST VIRGINIA

AS INDICATED BY ORDER

VARIOUS LOCATIONS AS
INDICATED BY ORDERNo City WV
USNo City WV
US

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|-------------------------|---------|------------|------------|-------------|
| 1 | LIQUID CALCIUM CHLORIDE | 0.00000 | GL | | |

Comm Code**Manufacturer****Specification****Model #**

51182401

Extended Description:

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

SCHEDULE OF EVENTS

| <u>Line</u> | <u>Event</u> | <u>Event Date</u> |
|-------------|-------------------------------|-------------------|
| 1 | Tech Questions due by 10:00am | 2021-11-05 |

| | Document Phase | Document Description | Page |
|---------------|----------------|--------------------------------------|------|
| DOT2200000073 | Final | LIQUID CALCIUM CHORIDE - 6622C014 | 3 |

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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

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: r.anderson@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:

| DISTRICT 1 | | | TETRA Technologies |
|--------------------------------------|--|----------------------------------|---------------------------|
| County | Delivery/Storage Site | Estimated Quantity (Gal.) | Price Per Gallon |
| Boone | Roch Creek Site and Clinton site | 10,000 | |
| Boone | Total Estimated Quantity for County | 10,000 | \$0.86 |
| Clay | Widen Road & CR 11 | 5,000 | |
| Clay | Total Estimated Quantity for County | 5,000 | \$0.86 |
| Kanawha | Chelyan | 5,000 | |
| Kanawha | Elkview | 5,000 | |
| Kanawha | North Charleston | 5,000 | |
| Kanawha | St. Albans | 5,000 | |
| 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 | Total Estimated Quantity for County | 40,000 | \$0.86 |
| Mason | Pt. Pleasant | 6,000 | |
| Mason | Total Estimated Quantity for County | 6,000 | \$0.86 |
| Putnam | Hurricane site and Redhouse site | 10,000 | |
| Putnam | Total Estimated Quantity for County | 10,000 | \$0.86 |
| Estimated Totals per District | | 71,000 | |

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:

| DISTRICT 2 | | | TETRA Technologies |
|--------------------------------------|--|----------------------------------|---------------------------|
| County | Delivery/Storage Site | Estimated Quantity (Gal.) | Price Per Gallon |
| Cabell | Barboursville | 5,000 | |
| Cabell | I-64 @ Huntington | 5,000 | |
| Cabell | Total Estimated Quantity for County | 10,000 | \$0.94 |
| Lincoln | West Hamlin | 3,000 | |
| Lincoln | Yawkey | 3,000 | |
| Lincoln | Harts | 3,000 | |
| Lincoln | Total Estimated Quantity for County | 9,000 | \$0.94 |
| Logan | Corridor G @ Chapmanville | 4,000 | |
| Logan | Wilkinson | 5,000 | |
| Logan | Total Estimated Quantity for County | 9,000 | \$0.94 |
| Mingo | Corridor G @ Miller's Creek | 5,000 | |
| Mingo | Gilbert | 7,000 | |
| Mingo | Total Estimated Quantity for County | 12,000 | \$0.94 |
| Wayne | Pritchard | 5,000 | |
| Wayne | Wayne | 5,000 | |
| Wayne | Crum | 3,000 | |
| Wayne | Total Estimated Quantity for County | 13,000 | \$0.94 |
| Estimated Totals per District | | 53,000 | |

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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:

| DISTRICT 3 | | | TETRA Technologies |
|--------------------------------------|--|----------------------------------|---------------------------|
| County | Delivery/Storage Site | Estimated Quantity (Gal.) | Price Per Gallon |
| Calhoun | Millstone | 6,000 | |
| Calhoun | Total Estimated Quantity for County | 6,000 | \$0.90 |
| Jackson | Ripley | 6,000 | |
| Jackson | I-77 @ Medina | 0 | |
| Jackson | Total Estimated Quantity for County | 6,000 | \$0.90 |
| Pleasants | Belmont | 6,000 | |
| Pleasants | Total Estimated Quantity for County | 6,000 | \$0.90 |
| Ritchie | APD Pennsboro | 6,000 | |
| Ritchie | Ellenboro | 6,000 | |
| Ritchie | Corridor D @ Nutter Farm | 6,000 | |
| Ritchie | Total Estimated Quantity for County | 18,000 | \$0.90 |
| Roane | Spencer | 6,000 | |
| Roane | Total Estimated Quantity for County | 6,000 | \$0.90 |
| Wirt | Elizabeth | 6,000 | |
| Wirt | Total Estimated Quantity for County | 6,000 | \$0.90 |
| Wood | Parkersburg @ Rt. 95S | 6,000 | |
| Wood | I-77 @ Parkersburg | 6,000 | |
| Wood | Corridor D @ Riverhill | 6,000 | |
| Wood | Total Estimated Quantity for County | 18,000 | \$0.90 |
| Estimated Totals per District | | 66,000 | |

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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:

| DISTRICT 4 | | | TETRA Technologies |
|--------------------------------------|--|----------------------------------|-------------------------|
| County | Delivery/Storage Site | Estimated Quantity (Gal.) | Price Per Gallon |
| Doddridge | Smithburg | 2,000 | |
| Doddridge | Total Estimated Quantity for County | 2,000 | \$0.93 |
| Harrison | Gore | 2,000 | |
| Harrison | I-79 @ Lost Creek | 2,000 | |
| Harrison | APD 50 @ Tunnel Hill | 2,000 | |
| Harrison | Total Estimated Quantity for County | 6,000 | \$0.93 |
| Marion | Fairmont | 2,000 | |
| Marion | Mannington | 2,000 | |
| Marion | Total Estimated Quantity for County | 4,000 | \$0.93 |
| Monongalia | I-79 @ Goshen Road | 2,000 | |
| Monongalia | Ridgedale | 2,000 | |
| Monongalia | Pentress | 2,000 | |
| Monongalia | Total Estimated Quantity for County | 6,000 | \$0.93 |
| Preston | Albright | 2,000 | |
| Preston | Aurora | 2,000 | |
| Preston | Bruceeton Mills | 2,000 | |
| Preston | Fellowsville | 2,000 | |
| Preston | Terra Alta | 2,000 | |
| Preston | I-68 @ Cooper's Rock | 2,000 | |
| Preston | Total Estimated Quantity for County | 12,000 | \$0.93 |
| Taylor | Fetterman/Prunytown | 2,000 | |
| Taylor | Total Estimated Quantity for County | 2,000 | \$0.93 |
| Estimated Totals per District | | 32,000 | |

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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:

| DISTRICT 5 | | | TETRA Technologies |
|------------|--|---------------------------|--------------------|
| County | Delivery/Storage Site | Estimated Quantity (Gal.) | Price Per Gallon |
| Berkeley | I-81 @ Martinsburg (0571) | 0 | |
| Berkeley | 1867 Rock Cliff Drive (0502) | 2,500 | |
| Berkeley | I-81 @ Exit 8 (0571) | 0 | |
| Berkeley | Total Estimated Quantity for County | 2,500 | \$1.00 |
| Grant | Petersburg | 0 | |
| Grant | Mt. Storm | 0 | |
| Grant | Total Estimated Quantity for County | 0 | \$1.00 |
| Hampshire | Romney | 0 | |
| Hampshire | Capon Bridge | 0 | |
| Hampshire | Slanesville | 0 | |
| Hampshire | Total Estimated Quantity for County | 0 | \$1.00 |
| Hardy | Moorefield | 2,000 | |
| Hardy | Moorefield, Corridor H, Section 2 | 2,000 | |
| Hardy | Baker | 2,000 | |
| Hardy | Total Estimated Quantity for County | 6,000 | \$1.00 |
| Jefferson | Charles Town (0519) | 2,500 | |
| Jefferson | Total Estimated Quantity for County | 2,500 | \$1.00 |
| Mineral | New Creek | 0 | |
| Mineral | Sky Line | 0 | |
| Mineral | Short Gap | 0 | |
| Mineral | Burlington | 0 | |
| Mineral | Total Estimated Quantity for County | 0 | \$1.00 |
| Morgan | Berkeley Springs | 2,000 | |
| Morgan | Total Estimated Quantity for County | 2,000 | \$1.00 |
| | Estimated Totals per District | 13,000 | |

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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:

| DISTRICT 6 | | | TETRA Technologies |
|--------------------------------------|--|----------------------------------|---------------------------|
| County | Delivery/Storage Site | Estimated Quantity (Gal.) | Price Per Gallon |
| Brooke | Wellsburg | 8,000 | |
| Brooke | Weirton | 8,000 | |
| Brooke | Total Estimated Quantity for County | 16,000 | \$0.99 |
| Hancock | New Manchester | 8,000 | |
| Hancock | Total Estimated Quantity for County | 8,000 | \$0.99 |
| Marshall | Glen Dale | 12,000 | |
| Marshall | Cameron | 8,000 | |
| Marshall | Total Estimated Quantity for County | 20,000 | \$0.99 |
| Ohio | Triadelphia | 8,000 | |
| Ohio | I-70 @ Triadelphia | 20,000 | |
| Ohio | Total Estimated Quantity for County | 28,000 | \$0.99 |
| Tyler | Sistersville | 0 | |
| Tyler | Total Estimated Quantity for County | 0 | \$0.99 |
| Wetzel | New Martinsville | 8,000 | |
| Wetzel | Pine Grove | 8,000 | |
| Wetzel | Hundred | 8,000 | |
| Wetzel | Total Estimated Quantity for County | 24,000 | \$0.99 |
| Estimated Totals per District | | 96,000 | |

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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:

| DISTRICT 7 | | | TETRA Technologies |
|--------------------------------------|--|----------------------------------|---------------------------|
| County | Delivery/Storage Site | Estimated Quantity (Gal.) | Price Per Gallon |
| Barbour | Phillipi | 5,000 | |
| Barbour | Belington | 5,000 | |
| Barbour | Total Estimated Quantity for County | 10,000 | \$0.90 |
| Braxton | Gassaway | 5,000 | |
| Braxton | I-79 @ Coon Knob | 5,000 | |
| Braxton | I-79 @ Burnsville | 5,000 | |
| Braxton | Total Estimated Quantity for County | 15,000 | \$0.90 |
| Gilmer | Glenville | 5,000 | |
| Gilmer | Total Estimated Quantity for County | 5,000 | \$0.90 |
| Lewis | Weston (Ben Dale) | 5,000 | |
| Lewis | Corridor H @ Mudlick | 2,000 | |
| Lewis | Total Estimated Quantity for County | 7,000 | \$0.90 |
| Upshur | Clow Lot @ Buckhannon | 5,000 | |
| Upshur | Kanawha Head | 5,000 | |
| Upshur | Total Estimated Quantity for County | 10,000 | \$0.90 |
| Webster | Hacker Valley | 5,000 | |
| Webster | Total Estimated Quantity for County | 5,000 | \$0.90 |
| Estimated Totals per District | | 52,000 | |

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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:

| DISTRICT 8 | | | TETRA Technologies |
|--------------------------------------|--|----------------------------------|---------------------------|
| County | Delivery/Storage Site | Estimated Quantity (Gal.) | Price Per Gallon |
| Pendleton | Franklin, 220 NORTH | 2,000 | |
| Pendleton | Franklin, 220 - SOUTH | 2,000 | |
| Pendleton | Total Estimated Quantity for County | 4,000 | \$0.96 |
| Pocahontas | Marlinton | 6,000 | |
| Pocahontas | Seebert | 2,000 | |
| Pocahontas | Greenbank | 2,000 | |
| Pocahontas | Bartow (Thornwood) | 2,000 | |
| Pocahontas | Slaty Fork | 2,000 | |
| Pocahontas | Total Estimated Quantity for County | 14,000 | \$0.96 |
| Randolph | Elkins | 2,000 | |
| Randolph | Harman | 2,000 | |
| Randolph | Mill Creek | 2,000 | |
| Randolph | Corridor H Lot @ Elkins | 2,000 | |
| Randolph | Total Estimated Quantity for County | 8,000 | \$0.96 |
| Tucker | Parsons | 2,000 | |
| Tucker | Thomas | 2,000 | |
| Tucker | Total Estimated Quantity for County | 2,300 | \$0.96 |
| Estimated Totals per District | | 28,300 | |

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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 | 1,000 | |
| Fayette | Lookout | 1,000 | |
| Fayette | Falls View | 1,000 | |
| Fayette | Total Estimated Quantity for County | 3,000 | \$0.92 |
| Greenbrier | Lewisburg | 5,000 | |
| Greenbrier | Crawley | 7,000 | |
| Greenbrier | I-64 @ Hart's Run | 4,000 | |
| Greenbrier | Total Estimated Quantity for County | 16,000 | \$0.92 |
| Monroe | Union | 6,000 | |
| Monroe | Peterstown | 6,000 | |
| Monroe | Total Estimated Quantity for County | 12,000 | \$0.92 |
| Nicholas | Summersville | 2,000 | |
| Nicholas | Curtin | 2,000 | |
| Nicholas | Corridor L @ Muddlety | 1,000 | |
| Nicholas | Total Estimated Quantity for County | 5,000 | \$0.92 |
| Summers | Hinton | 6,000 | |
| Summers | Total Estimated Quantity for County | 6,000 | \$0.92 |
| Estimated Totals per District | | 42,000 | |

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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:

| 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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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 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 exceed 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

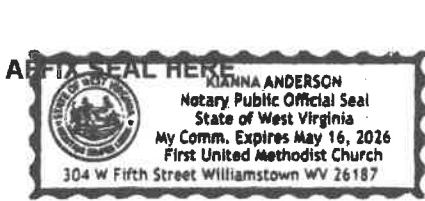
Authorized Signature: [Signature] Date: 11-15-21

State of West Virginia

County of Wood, to-wit:

Taken, subscribed, and sworn to before me this 15th day of November, 2021

My Commission expires 5-16-2026, 2026.



NOTARY PUBLIC [Signature]