

RFB NO. 2024-08 CALCIUM CHLORIDE

SEALED RFB ENVELOPE LABEL

Cut along the outer border and affix this label to your sealed solicitation envelope to identify it as a "Sealed RFB".

PLEASE PRINT CLEARLY

SEALED RFB DOCUMENTS – DO NOT OPEN

RFB #: 2024-08

RFB TITLE: CALCIUM CHLORIDE

DATE DUE: NOVEMBER 8, 2023

TIME DUE: 2:00PM

SUBMITTED BY: TETRA Technoloiges Inc., 24955 I-45 N, The Woodlands, TX 77380

(Name of Company)

mwensel@tetrathec.com

e-mail address

610-565-6077

Telephone

Deliver to:

**City of North Port
Finance Department - Purchasing Division
Keith Raney, Contract Administrator II
4970 City Hall, 3 RD Floor, Suite 337
North Port, Florida 34286
RFB NO. 2024-08 Calcium Chloride**

Note: Submissions received after the time and date stated on the Notice of Availability will not be accepted.



TETRA Technologies, Inc.
24955 Interstate 45 North
The Woodlands, TX 77380
281.367.1983

November 3, 2023

City of North Port
FINANCE DEPARTMENT/PURCHASING DIVISION
4970 CITY HALL BLVD
NORTH PORT, FL 34286
Office: 941.429.7170
Fax: 941.429.7173
Email: purchasing@northportfl.gov

Re: **Response to Request for Bid No. 2024-08 (the "RFB")**

Dear Finance Department/ Purchasing Division:

TETRA Technologies, Inc. (TETRA) is pleased to respond to the City of North Port's Request for Bid dated Monday, October 10, 2023, for Calcium Chloride. The attached proposal will detail our complete offering.

In presenting the enclosed proposal, TETRA warrants that it is unaware of any known conflict of interest in responding to, or submitting, said proposal in response to the City of North Port's RFB. TETRA also warrants that it complies, and acts in accordance, with:

- Federal Executive Orders relating to the enforcement of civil rights;
- Federal Codes regarding Anti-discrimination in Employment;
- Title 6, Civil Rights Act of 1964;
- Requirements of the Americans with Disabilities Act of 1990 for work performed due to this RFB.

This proposal and cost schedule shall be valid and binding for 180 days following the RFB due date. Except as set forth in this proposal, this proposal may be released in part or in total as public information in accordance with the requirements of the laws covering same.

One or more individuals in the TETRA Legal Department have read and accepted the terms and conditions of the RFB and any amendments, except as modified by, taken exception to, or otherwise set forth in TETRA's proposal.

TETRA is a publicly traded corporation on the NYSE (TTI). TETRA has a corporate seal. TETRA acknowledges receipt of any Addendums.

If you have any questions related to this proposal, please feel free to contact:
Mark Wensel Carll, Sales Manager. 610-565-6077- mwensel@tetratec.com

Respectfully submitted,

Tim Moeller
Sr. Vice President
TETRA Technologies, Inc. (NYSE:TTI)
EIN: 74-2148293

City of North Port, FL ("Client")
Request for Bid No. 2024-08
DESCRIPTION: Calcium Chloride

TETRA Statement Regarding Exceptions to the Aforementioned Procurement Document(s)

TETRA Technologies Inc.'s ("TETRA") Proposal is based on the delivery of the requested services in to deliver calcium chloride within the city limits of North Port for the express purpose to treat potable water, in accordance to TETRA's standard implementation methodology, product specifications, and TETRA's standard contract(s). That methodology, and that contract(s), have been refined and enhanced over TETRA's many years of operation in the public sector information calcium chloride market. ***TETRA's submission of its Proposal does not constitute a waiver of TETRA's right to negotiate any and all terms to the mutual satisfaction of the parties.*** TETRA shall be obligated to provide products and services only upon execution, and under and according to the terms and conditions, of the mutually negotiated contract between TETRA and the Client.

TETRA will consider its implementation methodology and its contracts to be the starting point for negotiations unless expressly stated otherwise in its Proposal. TETRA's standard contracts are included for your reference. To the extent you request to incorporate and/or agree to your bid documents, specifications, terms, and conditions, TETRA agrees to do so subject to the exceptions listed on TETRA's proposal.

To the extent you request to incorporate your bid documents and our proposal documents into the contract package, we will agree to do so as long as the order of priority is (a) the final, negotiated contract; (b) our proposal documentation; and (c) your bid documentation.

TETRA is providing representative "exceptions" to standard procurement terms and conditions for your review. This representative list does not negate any of the expectations TETRA has stated above.

Payment terms. Payment is due within thirty (30) days of invoicing.

Warranty. For as long as the Client is current on paying its fees, TETRA warrants that the TETRA products will substantially conform to the functional descriptions of contained in TETRA's Proposal, or their functional equivalent. Specifications may be updated, modified, or otherwise enhanced through a mutually agreed upon Change Order, and the governing functional descriptions for such future functionality will be set forth in the then-current documentation.

Warranty – Implied. TETRA does not provide implied warranties, including the implied warranties of merchantability and fitness for a particular purpose, as they are subjective. TETRA provides a comprehensive, objective warranty tied to functional descriptions provided in the TETRA Proposal.

Warranty – Services. TETRA warrants that it will perform services in a professional, workmanlike manner, consistent with industry standards. In the event TETRA provides services that do not conform to this warranty, TETRA will re-perform the services at no additional cost to the Client.

Taxes. The fees quoted by TETRA do not include any taxes, including, without limitation, sales, use or

excise tax. All applicable taxes shall be paid by TETRA to the proper authorities and shall be reimbursed by the Client to TETRA. In the event the Client possesses a valid direct-pay permit, the Client will forward such permit to TETRA on the effective date of the contract. In such event, the Client shall be responsible for remitting all applicable taxes to the proper authorities. If tax-exempt, the Client shall provide TETRA with the Client's tax-exempt certificate.

Non-appropriation. If the Client should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in the contract, the Client may unilaterally terminate the contract upon thirty (30) days' prior written notice to TETRA. Upon termination, the Client shall remit payment for all products and services delivered to the Client and all expenses incurred by TETRA prior to TETRA's receipt of the termination notice. The Client will not be entitled to a refund or offset of previously paid license and other fees.

Termination – for cause. The Client may terminate the contract for cause in the event TETRA fails to cure a material breach according to the terms of the dispute resolution process set forth in TETRA's standard contract. The Client will make payment to TETRA for all undisputed products, services and expenses delivered or incurred through the effective date of termination. Payment for disputed products, services and expenses, and the Client's remedies, will be determined through the mutually agreed dispute resolution process.

Termination – for convenience. TETRA's standard practice is not to include a termination for convenience provision in its contracts, given the significant investments made by both parties to the procurement and implementation. TETRA relies instead on its termination provisions for cause, non-appropriation, and/or force majeure.

Florida Public Records Compliance. TETRA, to the extent that it is a contractor acting on behalf of the Client within the meaning of Section 119.0701(1)(a) of Florida Statutes, agrees that it will:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from

the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

- e. Pursuant to Section 119.0701(2)(a), Fla. Stat., IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Laws and regulations. TETRA reserves the right to review and discuss with the Client specific laws and regulations that the Client wishes to incorporate into the final contract. To the extent compliance requires a modification to the TETRA products, TETRA will provide that modification according to the provisions agreed to by the parties.

Furthermore, TETRA, in the performance of services, will comply with all applicable state and federal laws, ordinances, orders, decrees, and regulations. The quoted fees are based, in part, on the cost of compliance with applicable laws existing as of execution of the contract. Should laws applicable to TETRA's performance under the contract change post-signature, TETRA reserves the right to seek a change order for the additional work, time, and/or cost that may be required to comply with the new law, ordinance, or regulation.

Record Retention. TETRA will maintain complete and accurate records of time and expense relating directly to the contract for the greater of five (5) years from creation or such period as is required by applicable law.

Venue. TETRA reserves the right to remove any litigation to a federal court of competent jurisdiction.

Assignment. Neither party may assign the contract without the prior written consent of the other party, except that TETRA may, without the prior written consent of the Client, assign the contract in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of TETRA's assets.

Performance Evaluations. Any performance evaluations shall be evaluated based the products or services of TETRA as are provided in the proposal. The results of the evaluation shall be shared with TETRA, and you shall provide a debriefing following the evaluation.

Cooperative Procurement. To the maximum extent permitted by applicable law, TETRA is amenable to using the contract as a cooperative procurement vehicle by eligible jurisdictions. TETRA reserves the right to negotiate and customize the terms and conditions set forth in the contract, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

Right to audit. The Client may audit TETRA's books and records relating directly to the contract once per year on one-week advance written notice, and at Client's expense.

Insurance – General. TETRA's insurance program is established at a corporate level and is not subject to

change on an individual customer basis. During the course of performing services under an agreement with the Client, we will agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000 per occurrence/aggregate; (b) Automobile Liability of at least \$1,000,000; (c) Workers Compensation complying with applicable statutory requirements and at B coverage of least \$500,000; (d) Contractors Pollution Liability of at least \$1,000,000 each claim Limit of Liability for Damages including Claims Expenses and aggregate; and (d) Excess/Umbrella Liability of at least \$5,000,000. We agree to secure our insurance from a carrier with a minimum AM Best rating of A-:VII. TETRA's insurer evidences TETRA's insurance coverage using a standard Acord form. The coverage limits set forth on our certificate of insurance do not apply separately. Certificates of insurance listing the customer as certificate holder are available upon request after a contract is signed.

BIDDER CHECKLIST ATTACHMENTS TO BE COMPLETED AND RETURNED WITH BID	SUBMIT THIS CHECKLIST
SEALED RFB ENVELOPE LABEL	
	Check (v)
ATTACHMENT 1: Insurance Requirements and Acknowledgement (page 31 acknowledgment to be submitted)	<input checked="" type="checkbox"/>
ATTACHMENT 2: Excel Tabulation Price Sheet (must complete and Submit in Excel format on USB DRIVE). DO NOT RECREATE THIS FORM.	<input checked="" type="checkbox"/>
ATTACHMENT 3: Bid Form	<input checked="" type="checkbox"/>
ATTACHMENT 4: Statement of Organization	<input checked="" type="checkbox"/>
ATTACHMENT 5: Addenda and Bond Form	<input checked="" type="checkbox"/>
ATTACHMENT 6: Equipment and Source of Supply/Subcontractor List	<input checked="" type="checkbox"/>
ATTACHMENT 7: Qualifications and References	<input checked="" type="checkbox"/>
ATTACHMENT 8: Non-Collusive Affidavit	<input checked="" type="checkbox"/>
ATTACHMENT 9: Conflict of Interest	<input checked="" type="checkbox"/>
ATTACHMENT 10: Public Entity Crime Information	<input checked="" type="checkbox"/>
ATTACHMENT 11: Drug-Free Workplace Form	<input checked="" type="checkbox"/>
ATTACHMENT 12: Affidavit Claiming Status as a Local Business or North Port Local Business Status (If not claiming, state N/A)	<input checked="" type="checkbox"/> N/A
ATTACHMENT 13: Scrutinized Company Certification Form	<input checked="" type="checkbox"/>
ATTACHMENT 14: Lobbying Certification	<input checked="" type="checkbox"/>
ATTACHMENT 15: Vendor's Certification For E-Verify System	<input checked="" type="checkbox"/>

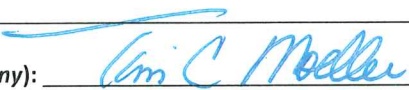
ENVELOPES MUST BE MARKED

"SEALED BID ENVELOPE LABEL BELOW (NEXT PAGE)".

PLEASE NOTE: Courier Packages (Fedex, UPS, etc.) shall be clearly marked.

If not using label provided on the next page, please include the following on the outside envelope: COMPANY NAME, RFB #, RFB TITLE, DATE DUE, TIME DUE, SUBMITTED BY, NAME OF COMPANY, E-MAIL ADDRESS, TELEPHONE.

Date: November 3, 2023

Signed (Person authorized to bind the company): 

Name (printed): Tim Moeller Title: Sr. Vice President

- 5. The procuring of required policies of insurance shall not be construed to limit Contractor’s liability nor to fulfill the indemnification provisions and requirements of this Contract. The extent of Contractor’s liability for indemnity of the City shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between the Contractor and its carrier.
- 6. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the City is an insured under the policy.
- 7. Claims Made Policies will be accepted for professional and hazardous materials and such other risks as are authorized by the City’s Risk Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
- 8. Certificates of Insurance Evidencing Claims Made or Occurrences form coverage and conditions to this Contract, as well as the contract number and description of work, are to be furnished to the City’s Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the City’s Purchasing Office before the Contractor will be allowed to commence or continue work. The Certificate of Insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.

Bidders should carefully review their existing insurances and consider their ability to meet these requirements prior to submission. The requirements should be forwarded to their agent, broker, and insurance providers for review

Unless otherwise specified, it shall be the responsibility of the contractor to ensure that all subcontractors comply with the same insurance requirements spelled out above.

All certificates of insurance must be on file with and approved by the City of North Port Risk Division before the commencement of any work activities.

Bidder Statement:

We understand the requirements requested and agree to fully comply. *

BIDDER’S NAME TITLE Tim Moeller TITLE Sr. Vice President

AUTHORIZED SIGNATURE DATE  DATE 11/03/2023

THIS PAGE MUST BE COMPLETED AND SUBMITTED

*TETRA's Proposal is in compliance and subject to the RFB terms, except as modified by, taken exception to, and as otherwise provided in TETRA’s proposal.

ATTACHMENT 1:

EXCEL TABULATION

SEPARATE ATTACHMENT

- DO NOT RECREATE
- COMPLETE AND SUBMIT IN EXCEL FORMAT ON USB DRIVE

It is understood that the estimated summary of pay item quantities are approximate only and are solely for the purpose of facilitating the comparison of bids, and that the Contractor's compensation shall be computed upon the basis of the actual quantities in the completed work, whether they be more or less than those shown.

Preparation of Bid Schedules: Contractor **MUST** use the City provided excel spreadsheet. **DO NOT RECREATE FORM**. All blank spaces in the Bid Form to be filled. *Bidder should not reference the words "No Charge, N/A, included, dash, etc." in any of the blocks. Bidder must identify a monetary amount for each UNIT COST (unless the unit price is "x" out by the City). UNIT COST prevails over EXTENDED COST. Failure to identify a monetary amount in any of the UNIT COST line items shall cause Bidder to be deemed non-responsive and bid response be rejected.* In case of discrepancy between unit price and extended price, the unit price will govern. Apparent errors in extension will be corrected.

**RFB 2024-08 CALCIUM CHLORIDE ATTACHMENT 1
 BID FORM - TABULATION- COST SCHEDULE**

Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS: TETRA Technologies

CONTACT PERSON: Mark Wensel

EMAIL ADDRESS: mwensel@tetratec.com

AUTHORIZED SIGNATURE: mwensel

ITEM #	DESCRIPTION	EST QTY	UNIT	TOTAL UNIT COST	EXTENDED COST
I	<i>CHEMICALS</i>				
1	CALCIUM CHLORIDE 35%	50,000	GALLON	\$ 2.61	\$ 130,500.00
TOTAL					\$ 130,500.00

RFB NO. 2024-08 CALCIUM CHLORIDE

**ATTACHMENT 3:
BID FORM**

Name of Bidder/Company Name: TETRA Technologies Inc.
Business Address: 24955 I-45 North
City/State/Zip Code: The Woodlands, TX 77380
Bidder/Company Telephone Number: 610-565-6077
E-mail Address: mwensel@tetrathec.com
Contractor License #: _____
FEID #: 74-2148293

To the City Commission of the City of North Port pursuant to and in compliance with your notice inviting sealed bids (Invitation to Bid), Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself/herself with the terms of the Contract documents, local conditions affecting the performance of the Contract, and the cost of the work at the place where the work is to be done, hereby proposes and agrees* to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, material, tools, expendable equipment, and all utility and transportation services and design of certain items necessary to perform the Contract and complete in a workmanlike manner, all of the work required in connection with the construction of said work all in strict conformity with the plans and specifications and other Contract documents for the prices hereinafter set forth.

The undersigned, as Bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, General Provisions, Special Provisions, Technical Specifications & Conditions, Attachments, Exhibits, Insurance Requirements, Bid Form, Permit Fees, Plan Revisions, Plans, and any other reports or documentation for: **RFB 2024-08 CALCIUM CHLORIDE 35% LIQUID NSF CERT. OR FOOD** and further agrees to furnish all items listed on the attached Bid Form in accordance with the unit price line items as indicated on the bid schedule form(s) submitted. The above specified documents are herein incorporated into the Bid Form.

The undersigned as Bidder, declares that the only persons or parties interested in this submittal as principals are those named herein: that this submittal is made without collusion with any person, firm, or corporation: and he/she proposes and agrees, if the proposal is accepted, that he/she will execute a Contract with the City in the form set forth in the Contract documents* and that he/she will accept in full payment thereof the following prices, to wit:

PROJECT TOTAL: _____ \$ 130,500.00

Through the signing of this Bid Form, Bidder attests his/her bid is guaranteed for a period of not less than **NINETY (90) DAYS** from the date of the official bid opening.

Date: 11/15/2023
Signed (Person authorized to bind the company): Timothy C. Moeller
Name (printed): Tim Moeller Title: Sr. Vice President

THIS PAGE MUST BE COMPLETED AND SUBMITTED

*TETRA's Proposal is in compliance and subject to the RFP terms, except as modified by, taken exception to, and as otherwise provided in TTETRA's proposal.

**ATTACHMENT 4:
STATEMENT OF ORGANIZATION**

The following information will be provided to the City of North Port for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, and capitalization is exactly as registered with the state or federal government.

Company Name TETRA Technologies Inc.
610.565.6077 mwensel@tetratec.com

Telephone # 24955 I-45 North **E-Mail** **Fax #**

Main Office Address
The Woodlands TX 77380

City **State** **Zip Code**

Address of Office Servicing City of North Port, if different than above: SAME AS ABOVE

Office Address

City **State** **Zip Code**

Telephone # **E-mail** **Fax #**

Name & Title of Firm Representative

Federal Identification Number: 74-2148293

Bidder shall submit proof that it is authorized to do business in the State of Florida unless registration is not required by law.

(Please Check One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,
In what state was it created: Delaware
Name as spelled in that State: TETRA Technologies Inc.

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: P09518

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: Brady Murphy Secretary: Kimberly O'Brien
Vice President: Timothy Moeller Treasurer: Elijio Serrano
Director: _____ Director: _____
Other: Matthew Sanderson Other: Roy McNiven

Name of Corporation (As used in Florida):

TETRA Technologies Inc.

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: 24955 I-45 North
City, State, Zip: The Woodlands, TX 77380

STATE OF TEXAS

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 3 day of November 2023, by Tim Moeller, Sr. Vice President

Notary Public – State of Texas

Personally Known OR Produced Identification _____
Type of Identification Produced _____

Date: November 3, 2023

Signed (Person authorized to bind the company): 

Name (printed): Tim Moeller Title: Sr. Vice President

THIS PAGE MUST BE COMPLETED AND SUBMITTED


ATTACHMENT 5

ADDENDA

The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the bid price.

Addendum No.	1			Dated	10/12/23	Addendum No.		Dated	
Addendum No.				Dated		Addendum No.		Dated	
Addendum No.				Dated		Addendum No.		Dated	
Addendum No.				Dated		Addendum No.		Dated	

Date: November 3, 2023

Signed (Person authorized to bind the company): 

Name (printed): Tim Moeller Title: Sr. Vice President

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)

**ATTACHMENT 6:
EQUIPMENT AND SUBCONTRACTOR/SUPPLIER LIST**

Equipment is located at: N/A

The following is a listing of your equipment, inclusive of manufacturer, year and condition. List the condition of equipment/vehicles utilized for this project in accordance with the following scale: **1-Excellent: 2-Good: 3-Fair: 4-Poor**. (Attach additional sheets, if required.)

Description	Manufacturer	Year	Condition	Leased/Owned (If leased, date of expiration)
N/A				

SOURCE OF SUPPLY AND SUBCONTRACTOR FORM

The following sources of supply and subcontractors shall be used for the **RFB NO. 2024-08 CALCIUM CHLORIDE**. If Bidder does not have a source of supply or subcontractor, insert "to be determined". When a source or subcontractor is determined, selection will be subject to City approval. (If not applicable, state N/A).

SUBCONTRACTOR(S)


(PLEASE INCLUDE ADDRESS/TELEPHONE NUMBER & E-MAIL)

1. N/A
2. _____
3. _____

SUPPLIER(S)

1. TETRA Technologies Inc.
2. _____
3. _____

Date: _____

Signed (Person authorized to bind the company): 

Name (printed): Tim Moeller Title: Sr. Vice President

THIS PAGE MUST BE COMPLETED AND SUBMITTED

ATTACHMENT 7:

QUALIFICATIONS AND REFERENCES

Vendor shall submit a minimum of two (2) recent (within the past five (5) years) references of projects of similar size and scope involving chemical deliveries and product consistency.

1. Business/Customer Name: Commonwealth of Virginia

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided _____

Contract Period: FROM _____ TO _____

Contract Price \$ _____ Contract Price at Completion of the Project \$ _____

2. Business/Customer Name: Kentucky Transportation Cabinet

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided _____

Contract Period: FROM _____ TO _____

Contract Price \$ _____ Contract Price at Completion of the Project \$ _____

Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ Title: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED

3. Business/Customer Name: Missouri Department of Transportation

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Contract Period: FROM _____ TO _____

Contract Price \$ _____ Contract Price at Completion of the Project \$ _____

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided _____

Contract Period: FROM _____ TO _____

Contract Price \$ _____ Contract Price at Completion of the Project \$ _____

4. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided _____

Contract Period: FROM _____ TO _____

Contract Price \$ _____ Contract Price at Completion of the Project \$ _____

Date: _____

Signed (*Person authorized to bind the company*): _____

Name (printed): _____ Title: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED

ATTACHMENT 8:
NON-COLLUSIVE AFFIDAVIT

State of TEXAS
County of Montgomery } SS.

Before me, the undersigned authority, personally appeared:

Tim Moeller who, being first duly sworn, deposes and says that:

1. He/She is the Sr. Vice President (Owner, Partner, Officer, Representative or Agent) of TETRA Technologies, the Respondent that has submitted the attached reply:

2. He/She is fully informed respecting the preparation and contents of the attached reply and of all pertinent circumstances respecting such reply:

3. Such reply is genuine and is not a collusive or sham reply:

4. Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other respondent, firm, or person to submit a collusive or sham reply in connection with the work for which the attached reply has been submitted: or have in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any respondent, firm, or person to fix the price or prices in the attached reply or of any other respondent, or to fix any overhead, profit, or cost elements of the reply price or the reply price of any other respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the reply work.

Signed, sealed and delivered this 3 day of November, 2023.

By: Tim Moeller *Tim C Moeller*
(Printed Name)
Sr. Vice President
(Title)

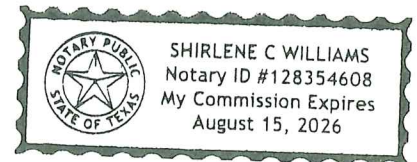
STATE OF TEXAS

COUNTY OF MONTGOMERY

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 3 day of November 2023, by Tim Moeller, Sr. Vice President

Shirlene C Williams
Notary Public – State of Texas

Personally Known OR Produced Identification _____
Type of Identification Produced _____



THIS PAGE MUST BE COMPLETED AND SUBMITTED

**ATTACHMENT 9:
CONFLICT OF INTEREST FORM**

F.S. §112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the City either directly or indirectly. Therefore, please indicate if the following applies:

PART I.

I am an employee, public officer or advisory board member of the City
_____ (List Position Or Board)

I am the spouse or child of an employee, public officer or advisory board member of the City
Name: _____

An employee, public officer or advisory board member of the City, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.

Name: _____

Respondent employs or contracts with an employee, public officer or advisory board member of the City
Name: _____

None of The Above

PART II:

Are you going to request an advisory board member waiver?

I will request an advisory board member waiver under §112.313(12)

I will NOT request an advisory board member waiver under §112.313(12)

N/A

The City shall review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any bidders whose conflicts are not waived or exempt.

COMPANY: TETRA Technologies Inc. _____

SIGNATURE:  _____

This page must be completed and submitted

**ATTACHMENT 10:
PUBLIC ENTITY CRIME INFORMATION**

As provided by F.S. §287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a Contract to provide any goods or services to a public entity, may not submit a bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, Subcontractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I, Tim Moeller, being an authorized representative of the Respondent TETRA Technologies Inc.,

Located at: 24955 I-45 North

City: The Woodlands State: TX Zip Code: 77380, have read and understand the contents above. I further certify that Respondent is not disqualified from replying to this solicitation because of F.S. §287.133.

Signature: *Tim C Moeller* Date: 11/03/203

Telephone #: 800-327-7817 Fax #: _____

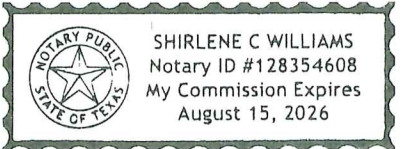
Federal ID #: 74-2148293 E-mail: mwensel@tetrathec.com

State of Texas

County of Montgomery

STATE OF Texas

COUNTY OF Montgomery



Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 3 day of November 2023, by Tim Moeller.

Shirlene C Williams
Notary Public – State of Texas

Personally Known OR Produced Identification _____

Type of Identification Produced N/A

Date: November 3, 2023

Signed (Person authorized to bind the company): *Tim C Moeller*

Name (printed): Tim Moeller Title: Sr. Vice President

THIS PAGE MUST BE COMPLETED AND SUBMITTED

**ATTACHMENT 11:
DRUG-FREE WORKPLACE FORM**

The undersigned Respondent in accordance with Florida Statute §287.087 hereby certifies that: TETRA Technologies Inc. (Company Name) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 3. Give each employee engaged in providing the commodities or Contractual services that are under bid a copy of the statement specified in subsection (1).
 4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
 5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
 6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.
- As the person authorized to sign the statement, I certify that Respondent complies fully with the above requirements.

Check one:

- As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.
- As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.



Signature
Tim Moeller

Print Name

November 3, 2023

Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED

ATTACHMENT 13:

Scrutinized Company Certification Form

Company Name: TETRA Technologies Inc.
 Authorized Representative Name and Title: Tim Moeller, Sr. Vice President
 Address: 24955 I-45 North City: The Woodlands State: TX ZIP: 77380
 Phone Number: 800-327-7817 Email Address: mwensel@tetrathec.com

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a Contract with the City of North Port for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such Contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, section 215.4725, or is engaged in a boycott of Israel.

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a Contract with the City of North Port for goods or services of \$1 million or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such Contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statutes, section 215.473, or with companies engaged in business operations in Cuba or Syria.

CHOOSE ONE OF THE FOLLOWING

- This bid, proposal, Contract or Contract renewal is for goods or services of less than \$1 million. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes, section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel.
- This bid, proposal, Contract or Contract renewal is for goods or services of \$1 million or more. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes, section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and it does not have business operations in Cuba or Syria.

I understand that pursuant to Florida Statutes, section 287.135, the submission of a false certification may result in the termination of the Contract if one is entered into, and may subject the above-named company to civil penalties, attorney's fees and costs.

Certified By: 
 AUTHORIZED REPRESENTATIVE SIGNATURE

Print Name and Title: Tim Moeller, Sr. Vice President

Date Certified: November 3, 2023

Solicitation/Contract/PO Number (Completed by Purchasing): _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED

ATTACHMENT 14:
LOBBYING CERTIFICATION

"The undersigned hereby certifies, to the best of his or her knowledge and belief, that":

STATE OF Texas

COUNTY OF Montgomer

This 3 day November of 2023 Tim Moeller, being first duly sworn, deposes and says that he or she is the authorized representative of TETRA Technologies Inc. (Name of the Contractor, firm or individual), and that the vendor and any of its agents agree to have no contact or communication with, or discuss any matter related in any way to any active City of North Port solicitation, with any City of North Port elected officials, officers, their appointees or their agents or any other staff or outside individuals working with the City in respect to this request other than the designated Procurement Official Contact and to abide by the restrictions outlined in the General Terms and Conditions of the Solicitation. Technical questions directed to the project manager, is prohibited. These persons shall not be lobbied, either individually or collectively, regarding any questions for bid, proposal, qualification and/or any other solicitations released by the City. To do so is grounds for immediate disqualification from the selection process. The selection process is not considered final until such a tome as the Commission has made a final and conclusive determination.

(a) No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Commission in connection with the awarding of any City Contract.

(b) If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Commission or an officer or employee of the City in connection with this Contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

Signed, sealed and delivered this 3 day of November, 2023.

By: Tim C Moeller
Tim Moeller
(Printed Name)
Sr. Vice President
(Title)

STATE OF Texas

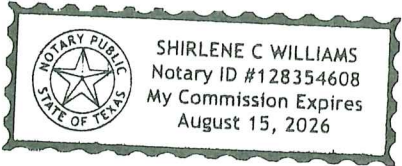
COUNTY OF Montgomery

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 3 day of November 2023, by Tim Moeller.

Shirlene C Williams
Notary Public – State of Texas

Personally Known X OR Produced Identification _____
Type of Identification Produced _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED



**ATTACHMENT 15:
VENDOR'S CERTIFICATION FOR E-VERIFY SYSTEM**

STATE OF Texas
COUNTY OF Montgomery

The undersigned Vendor/Consultant/Contractor (Vendor), after being duly sworn, states the following:

1. Vendor is a person or entity that has entered into or is attempting to enter into a contract with the City of North Port (City) to provide labor, supplies, or services to the City in exchange for salary, wages or other remuneration.
2. Vendor has registered with and will use the E-Verify System of the United States Department of Homeland Security to verify the employment eligibility of:
 - a. All persons newly hired by the Vendor to perform employment duties within Florida during the term of the contract; and
 - b. All persons, including sub-contractors, sub-vendors or sub-consultants, assigned by the Vendor to perform work pursuant to the contract with the City.
3. If the Vendor becomes the successful Contractor who enters into a contract with the City, then the Vendor will comply with the requirements of Section 448.095, Fla. Stat. "Employment Eligibility", as amended from time to time.
4. Vendor will obtain an affidavit from all subcontractors attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien as defined in 8 United States Code, Section 1324A(H)(3).
5. Vendor will maintain the original affidavit of all subcontractors for the duration of the contract.
6. Vendor affirms that failure to comply with the state law requirements can result in the City's termination of the contract and other penalties as provided by law.

VENDOR: TETRA Technologies Inc. (Vendor's Company Name)

Tim C Moeller (Vendor signature)
Tim Moeller (Vendor's name printed)
Sr. Vice President (Title)

Sworn to and subscribed before me by means of physical presence or online notarization, this 3 day of November, 2023, by Tim Moeller, as Sr. Vice President of TETRA TEchnologies, Inc.

Shirlene C Williams
Notary Public

Personally Known x OR Produced Identification _____
Type of Identification Produced _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED

