

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 08/18/2022

Contract/Lease Control #: C19-2862-PW

Procurement#: ITB PW 67-19

Contract/Lease Type: CONTRACT

Award To/Lessee: CLEAN EARTH OF ALABAMA INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2019

Expiration Date: 09/30/2023 W/1- 1 YR RENEWAL

Description of Contract/Lease: HAZ-WASTE SERVICES

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

Monitor's FAX # or E-mail: JAUTREY@MYOKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office



**SECOND AMENDMENT TO THE AGREEMENT BETWEEN OKALOOSA
COUNTY, FLORIDA AND
CLEAN EARTH OF ALABAMA, INC.
CONTRACT NO. C19-2862-PW**

This Second Amendment to the Agreement between Okaloosa County, a political subdivision of the State of Florida ("County"), and Clean Earth of Alabama, Inc. ("Contractor"), executed this ~~3rd~~ 16th day of August, 2022, is made a part of the original Agreement dated October 1, 2019, Contract No. C19-2862-PW (the "original Agreement"), incorporated herein by reference. The County and Contractor hereby agree as follows:

1. **OPTION TO RENEW.** The parties hereby wish to exercise their option to renew the original Agreement for an additional one (1) year term in accordance with Section IV of the original Agreement.
2. **EFFECTIVE DATE OF RENEWAL.** The Effective Date of this Amendment shall commence October 1, 2022 and shall terminate no later than September 30, 2023.
3. **COMPENSATION.** Compensation for this renewal term of the Agreement shall be in accordance with the rate sheet attached as Exhibit A.
4. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties, dated October 1, 2019, and any amendments thereto, shall remain in full force and effect.
5. **CONFLICTING PROVISIONS.** The terms, statements, requirements, or provisions contained in this Amendment shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statements, requirements or provisions contained in any other document or attachment.

**CONTRACT #: C19-2862-PW
CLEAN EARTH OF ALABAMA, INC.
HAZ-WASTE SERVICES
EXPIRES: 9/30/2023 W/ (1) 1 YEAR
RENEWAL**



CleanEarth™

June 27, 2022

Dear Jim,

Clean Earth appreciates the opportunity to service your hazardous waste and environmental needs. Our firm commitment to providing environmentally friendly, compliant, and cost-effective solutions to all of our customers remains strong.

Over the last several months, we have seen escalating costs across a wide spectrum of services including transportation, treatment services, labor and supplies. Since the beginning of your contract the Producer Price Index (PPI) figures are up 13%. The readings are the highest in last 40 years for CPI, and never seen in the recorded history for PPI. Transportation cost alone have doubled.

These increases have negatively impacted our business, our suppliers and our customers. Unfortunately, we need to pass a nominal rate adjustment to help cover these escalating costs while remaining competitive for your services.

We have held your prices firm for 3 years but now we are requesting a price adjustment of 15%, rounded to the nearest dollar, effective July 5, 2022 or in accordance with your current contract terms.

If you have any questions or concerns regarding this increase, please contact me.

We truly appreciate your loyalty and continued business with us.

Bid Form Haz-Waste Services PW 67-19				
UPDATED** USE THIS WHEN PLACING YOUR				
Waste Description	Cont. Size	Estimated Quantity	Disposal Method	Unit Cost
Bulked Material				
Non-Regulated Material, Latex Paint	55 gal drum	200	Waste to Energy	\$ 74.75
Waste Paint Related Material 10% - 50% sludge	55 gal drum	50	Fuel Blending	\$ 172.50
Waste Corrosive Liquids	55 gal drum	35	Treatment	\$ 172.50
Hazardous Waste Liquids (Photographic Fixer)	55 gal drum	5	Treatment	\$ 161.00
Pesticides, Liquid, Toxic	55 gal drum	10	Incineration	\$ 172.50
Inventoried Lab Pack Material				
Pesticides, Liquid, Toxic, Flammable	55 gal drum	25	Incineration	\$ 230.00
Pesticides, Solid, Toxic	55 gal drum	25	Incineration	\$ 230.00
Flammable liquids, n.o.s	55 gal drum	15	Fuel Blending	\$ 109.25
Flammable liquids, halogenated	55 gal drum	5	Fuel Blending	\$ 109.25
Flammable liquids, n.o.s.	5 gal pail	20	Fuel Blending	\$ 57.50
Arsenic Compounds, Solid	5 gal pail	5	Incineration	\$ 57.50
Arsenic Compounds, Liquid	5 gal pail	5	Incineration	\$ 57.50
Cyanides, Inorganic, Solid	5 gal pail	3	Incineration	\$ 57.50
Organic Peroxide, Liquid	5 gal pail	15	Incineration	\$ 57.50
Oxidizing Solid	5 gal pail	20	Treatment	\$ 57.50
Oxidizing Liquid	5 gal pail	20	Treatment	\$ 57.50
Water Reactive Solid	5 gal pail	5	Incineration	\$ 86.25
Toxic Liquids, Organic	5 gal pail	12	Incineration	\$ 57.50
Toxic Solids, Organic	5 gal pail	12	Incineration	\$ 57.50
Toxic Solids, Mercury-Containing	5 gal pail	5	Incineration	\$ 230.00
Toxic Liquids, Mercury-Containing	5 gal pail	5	Incineration	\$ 230.00
Corrosives: Acids	55 gal drum	5	Treatment	\$ 161.00
Corrosives: Bases	55 gal drum	5	Treatment	\$ 161.00
Non-Inventoried Loose Pack Material				
Metal Hydroxides, caustic	55 gal drum	2	Treatment	\$ 161.00
Flammable solids	55 gal drum	30	Fuel Blending	\$ 161.00
Oil-based paints	55 gal drum	40	Fuel Blending	\$ 143.75
	CY Box	20	Fuel Blending	\$ 431.25
Latex paints	20 Cubic	8	Waste to Energy	\$ 1,725.00
Epoxies and Resins	Cubic yard	10	Fuel Blending	\$ 431.25
Non-Regulated Material, Grease	55 gal drum	3	Waste to Energy	\$ 172.50
Roofing Tar	Cubic yard	10	Fuel Blending	\$ 431.25
Flammable liquids, n.o.s	55 gal drum	40	Fuel Blending	\$ 138.00
Aerosol cans, flammable	55 gal drum	40	Fuel Blending	\$ 161.00
Small aerosols (usually capsaicin)	5 gal pail	3	Incineration	\$ 57.50
Oxidizing Solid, Corrosive	55 gal drum	5	Treatment	\$ 379.50
Spent Methamphetamine One-Pots	30 gal drum	2	Incineration	\$ 138.00
Dilute Aqueous Pesticides	55 gal drum	5	Waste to Energy	\$ 230.00
Muriatic Acid	55 gal drum	15	Treatment	\$ 161.00
Identification of Unknowns				
Solid sample	each	15		\$ -
Liquid sample	each	15		\$ -
Transportation of Drums at Facility		12		\$ 1,725.00
Mobile Collection Event Rates				\$ -
Mobilization/Transportation	per event	15		\$ 4,140.00

Amines Solids & Liquids lab packs	55 gal	15	Incineration	\$ 460.00
Amines Solids & Liquids lab packs	30 gal	5	Incineration	\$ 258.75
Amines Solids & Liquids lab packs	5 gal	15	Incineration	\$ 57.50
Oil Filters & Oil for Recycle drums	85 gal	2	Recycling	\$ 74.75
Bid Form Haz Waste Services PW 67-19				
Waste Description	Cont. Size	Estimated Quantity	Disposal Method	Unit Cost
Oil Filters & Oil for Recycle drums	55 gal	2	Recycling	\$ 57.50
Non-Regulated Material lab pack	55 gal	5	Waste to Energy	\$ 74.75
Non-Regulated Material lab pack	30 gal	5	Waste to Energy	\$ 57.50
Non-Regulated Material lab pack	5 gal	10	Waste to Energy	\$ 40.25
Reactive Material lab packs	5 gal	5	Incineration	\$ 86.25
Bulk Corrosives, Acids or Bases for incineration	275 gal	2	Treatment	\$ 1,265.00
Bulk Corrosives, Acids or Bases for incineration	55 gal	5	Treatment	\$ 287.50
Bulk Corrosives, Acids or Bases for incineration	30 gal	5	Treatment	\$ 201.25
Bulk Corrosives, Acids or Bases for incineration	15 gal	5	Treatment	\$ 109.25
Reactive Cylinder	cylinder	3	Incineration	\$ 1,150.00
Oxygen Generator	5 gal pail	3	Incineration	\$ 230.00
Corrosives, Solids Acidic or Basic lab pack	85 gal	3	Treatment	\$ 172.50
Pesticides lab pack, solids & liquids	5		Incineration	\$ 690.00
Flammable Liquid drums	15 gal	5	Fuel Blending	\$ 86.25
Flammable Liquid drums	20 gal	2	Fuel Blending	\$ 86.25
Sodium Hydroxide or bulk Corrosive drums	15 gal	3	Treatment	\$ 109.25
Sodium Hydroxide or bulk Corrosive drums	20 gal	3	Treatment	\$ 109.25
Bulk Flammable Liquids Toxic	85 gal	2	Fuel Blending	\$ 379.50
Bulk Flammable Liquids Toxic	55 gal	5	Fuel Blending	\$ 345.00
Bulk Flammable Liquids Toxic	30 gal	5	Fuel Blending	\$ 230.00
Latex Paint Cans in Roll Off Box	30 cubic	2	Waste to Energy	\$ 2,587.50
Developer	20 gal	3	Treatment	\$ 258.75
Fixer	20 gal	3	Treatment	\$ 115.00
Signal Flares	per	100	Incineration	\$ 6.90
Aerial Flares	per	100	Incineration	\$ 6.90
Scratch Top Flares	per	100	Incineration	\$ 5.75
E-Manifest Fees	each	30		\$ 25.00
Aerosol cans, flammable	CY Box		Fuel Blending	\$ 488.75
Pesticide Liquids-Bulk	15 gal		Incineration	\$ 86.25
Pesticide Liquids-Loose Pack	20 or 30		Incineration	\$ 172.50
Flammable Liquids-Bulk	275 gal		Fuel Blending	\$ 402.50
Oxidzers	20 or 30		Treatment	\$ 281.75
Supplies: 15 or 20 gallon poly New open top				\$ 46.00
Supplies: 275 Gallon tote Tank				\$ 172.50
Total Bid Amount:				

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C19-2862-PW Tracking Number: 465422
 Procurement/Contractor/Lessee Name: Clean Earth Grant Funded: YES ___ NO X
 Purpose: 2nd amendment/renewal
 Date/Term: 9-30-2023 1. GREATER THAN \$100,000
 Department #: 4301 2. GREATER THAN \$50,000
 Account #: 534900 3. \$50,000 OR LESS
 Amount: per disposal
 Department: PW Dept. Monitor Name: Aub

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 6-28-22
 Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Amber Hammonds

2CFR Compliance Review (if required)

Approved as written: no federal body Grant Name: _____
 _____ Date: _____
 Grants Coordinator Suzanne Ulloa

Risk Management Review

Approved as written: see email attached Date: 6-28-22

 Risk Manager or designee Kristina LoFria

County Attorney Review

Approved as written: see email attached Date: 7-27-22

 County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

DeRita Mason

From: Lynn Hoshihara
Sent: Wednesday, July 27, 2022 2:22 PM
To: DeRita Mason
Cc: Kerry Parsons
Subject: Re: Updated amendment
Attachments: C19-2862-PW 2ND AMENDMENT 7.15.22.docx

DeRita,

The pricing sheet looks good, but you need to use the amendment with the changes I sent on July 15th, which I have attached here. This version is approved.

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason
Sent: Wednesday, July 27, 2022 3:17:20 PM
To: Lynn Hoshihara
Cc: Kerry Parsons
Subject: Updated amendment

Lynn,
Per your request, I have updated the attached.
Thank you,

DeRita Mason



DeRita Mason, CPPB, NIGP-CPP
Senior Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com



CleanEarth™

June 27, 2022

Dear Jim,

Clean Earth appreciates the opportunity to service your hazardous waste and environmental needs. Our firm commitment to providing environmentally friendly, compliant, and cost-effective solutions to all of our customers remains strong.

Over the last several months, we have seen escalating costs across a wide spectrum of services including transportation, treatment services, labor and supplies. Since the beginning of your contract the Producer Price Index (PPI) figures are up 13%. The readings are the highest in last 40 years for CPI, and never seen in the recorded history for PPI. Transportation cost alone have doubled.

These increases have negatively impacted our business, our suppliers and our customers. Unfortunately, we need to pass a nominal rate adjustment to help cover these escalating costs while remaining competitive for your services.

We have held your prices firm for 3 years but now we are requesting a price adjustment of 15%, rounded to the nearest dollar, effective July 5, 2022 or in accordance with your current contract terms.

If you have any questions or concerns regarding this increase, please contact me.

We truly appreciate your loyalty and continued business with us.

Sincerely,

Kelby Neal

DeRita Mason

From: Kristina LoFria
Sent: Tuesday, June 28, 2022 10:13 AM
To: DeRita Mason
Subject: RE: Price Increase Request - C19-2862-PW

DeRita,

Good morning, this is approved by Risk, no insurance element.

Thank You

Kristina LoFria

Safety Coordinator
Okaloosa County BOCC-Risk Management-
302 N Wilson St Suite 301
Crestview, Florida 32536
klofria@myokaloosa.com
850-689-5979



For all things Wellness please visit:

<http://www.myokaloosa.com/wellness>

"When the winds of adversity blow against your boat, just adjust your sail."

"Don't aim for success if you want it; just do what you love and believe in, and it will come naturally." David Frost

Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, June 28, 2022 9:58 AM
To: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: 'Parsons, Kerry' <KParsons@ngn-tally.com>; Kristina LoFria <klofria@myokaloosa.com>
Subject: FW: Price Increase Request - C19-2862-PW

Good morning,



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/15/2022

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

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

PRODUCER Marsh USA Inc. 1717 Arch Street Philadelphia, PA 19103-2797 CN103174067-Clean-GAWUP-22-23	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : National Union Fire Insurance Co.		19445
INSURER B : All Insurance Co		19399
INSURER C : Zurich American Insurance Company		16535
INSURER D : Lexington Insurance Company		19437
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** CLE-006831318-05 **REVISION NUMBER:** 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL6547157	06/30/2022	06/30/2023	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 100,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AL7030964 (AOS) AL7030965 (VA)	06/30/2022 06/30/2022	06/30/2023 06/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			AUC7364403-04	06/30/2022	06/30/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC016393279 (AOS) SIR:\$750k WC016393280 (CA) WC016393282 (WI) XWC1647282 (OH, PA, WA)	06/30/2022 06/30/2022 06/30/2022 06/30/2022	06/30/2023 06/30/2023 06/30/2023 06/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
D	Excess Liability			62785768	06/30/2022	06/30/2023	Limit 15,000,000 Excess of 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Okaloosa County Board of County Commissioners, their respective officials, employees & volunteers, Okaloosa County are included as additional insureds under General Liability, Automobile Liability as required by written contract, subject to policy terms and conditions.
The insurance is Primary and Non-Contributory to any other insurance.
Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability and Automobile Liability where required by contract and permitted by law.
Umbrella Liability Policy Follows Form.

CERTIFICATE HOLDER	CA	CONTRACT # C19-2862-PW CLEAN EARTH OF ALABAMA INC. HAZ-WASTE SERVICES EXPIRES: 09/30/2022 W/2 ONE YR RENEWALS
Okaloosa County Board of County Commissioners 5479A Old Bethel Road Crestview, FL 32536	AUTHORIZED REPRESENTATIVE of Marsh USA Inc.	<i>Marsh USA Inc.</i>

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ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.		NAMED INSURED Clean Earth, LLC 933 First Avenue Ste. 200 King of Prussia, PA 19406	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Contractor's Pollution Liability

Carrier: Allied World Assurance Company US Inc., NAIC#: 19489
 Policy: 0312-5333
 Effective Date: 06/30/2022
 Expiration Date: 06/30/2023
 Per Incident \$25,000,000
 Aggregate \$25,000,000
 SIR: \$250,000

Pollution Legal Liability

Carrier: Allied World Assurance Company US Inc., NAIC#: 19489
 Policy: 0312-3009
 Effective Date: 06/30/2022
 Expiration Date: 06/30/2023
 Per Incident \$25,000,000
 Aggregate \$25,000,000

Professional Liability

Carrier: Allied World Assurance Company US Inc., NAIC#: 19489
 Policy: 0312-3010
 Effective Date: 06/30/2022
 Expiration Date: 06/30/2023
 Per Incident \$25,000,000
 Aggregate \$25,000,000
 SIR: \$250,000

Additional Named Insureds

Clean Earth LLC
Assessment & Remedial Design Technologies, Inc.
Accelerated Remediation Kinetics, LLC
Advanced Remediation & Disposal Technologies of DE, LLC
Allied Environmental Group, LLC
Clean Earth of Carteret, LLC dba Clean Earth of Connecticut dba Phoenix Soil –A Clean Earth Company
United Retek of Connecticut, LLC
Clean Earth of Maryland, LLC
Clean Earth of New Castle, LLC
Clean Earth of North Jersey, Inc.
Clean Earth of Philadelphia, LLC
Clean Rock Properties, Ltd.
Real Property Acquisition, LLC
Clean Earth Dredging Technologies, LLC
Clean Earth of Southeast Pennsylvania, LLC
Clean Earth of West Virginia, Inc
Clean Earth of Williamsport, LLC
Clean Earth of Georgia, LLC
Clean Earth of Southern Florida, LLC
Clean Earth Environmental Services, Inc.
Clean Earth of Greater Washington, LLC dba Clean Earth Aggregates
Gardner Road Oil, LLC DBA Clean Earth of Brandywine
AERC Acquisition Corporation dba AERC Recycling Solutions, A Clean Earth Company; dba DART, A Clean Earth Company
AES Asset Acquisition Corporation dba Clean Earth of Calvert City dba Clean Earth of Morgantown dba
AES Environmental, LLC dba American Transportation Solutions, LLC
Clean Earth of Alabama, Inc.
MKC Acquisition Corporation MKC Acquisition Corporation dba MKC Enterprises, A Clean Earth Company
Environmental Soil Management, Inc
Environmental Soil Management of New York, LLC dba ESMI, A Clean Earth Company
Clean Earth of Michigan, LLC dba DART, Inc., A Clean Earth Company
Clean Earth Mobile Services, LLC
Carteret Asphalt Corporation



CERTIFICATE OF LIABILITY INSURANCE

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07/01/2021

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

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
INSURED Clean Earth, LLC 933 First Avenue, Ste. 200 King Of Prussia, PA 19406	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC#</th> </tr> <tr> <td>INSURER A: National Union Fire Insurance Company of P</td> <td style="text-align: center;">19445</td> </tr> <tr> <td>INSURER B: American Guarantee and Liability Insurance</td> <td style="text-align: center;">26247</td> </tr> <tr> <td>INSURER C: AIU Insurance Company</td> <td style="text-align: center;">19399</td> </tr> <tr> <td>INSURER D: Lexington Insurance Company</td> <td style="text-align: center;">19437</td> </tr> <tr> <td>INSURER E: Allied World Assurance Company US Inc</td> <td style="text-align: center;">19489</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A: National Union Fire Insurance Company of P	19445	INSURER B: American Guarantee and Liability Insurance	26247	INSURER C: AIU Insurance Company	19399	INSURER D: Lexington Insurance Company	19437	INSURER E: Allied World Assurance Company US Inc	19489	INSURER F:	
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INSURER D: Lexington Insurance Company	19437														
INSURER E: Allied World Assurance Company US Inc	19489														
INSURER F:															

COVERAGES	CERTIFICATE NUMBER: W21558382	REVISION NUMBER:
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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y Y	GL 6547157	06/30/2021	06/30/2022	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000
						MED EXP (Any one person) \$ 100,000
						PERSONAL & ADV INJURY \$ 5,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		AL 7030964	06/30/2021	06/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		AUC 7364403-03	06/30/2021	06/30/2022	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS ^D					AGGREGATE \$ 10,000,000
						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> No N/A	WC 16393279	06/30/2021	06/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
						E.L. EACH ACCIDENT \$ 3,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 3,000,000
						E.L. DISEASE - POLICY LIMIT \$ 3,000,000
D	Excess Liability		62785768	06/30/2021	06/30/2022	\$15,000,000 XS of \$10,000,000

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

SEE ATTACHED

CONTRACT#: C19-2862-PW
CLEAN EARTH OF ALABAMA, INC.
HAZ-WASTE SERVICES
EXPIRES: 09/30/2022 W/2 1 YR RENEWALS

CERTIFICATE HOLDER Okaloosa County 5479A Old Bethel Road Crestview, FL 32536	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

Additional Named Insureds

Clean Earth LLC
Assessment & Remedial Design Technologies, Inc.
Accelerated Remediation Kinetics, LLC
Advanced Remediation & Disposal Technologies of DE, LLC
Allied Environmental Group, LLC
Clean Earth of Carteret, LLC dba Clean Earth of Connecticut dba Phoenix Soil –A Clean Earth Company
United Retek of Connecticut, LLC
Clean Earth of Maryland, LLC
Clean Earth of New Castle, LLC
Clean Earth of North Jersey, Inc.
Clean Earth of Philadelphia, LLC
Clean Rock Properties, Ltd.
Real Property Acquisition, LLC
Clean Earth Dredging Technologies, LLC
Clean Earth of Southeast Pennsylvania, LLC
Clean Earth of West Virginia, Inc
Clean Earth of Williamsport, LLC
Clean Earth of Georgia, LLC
Clean Earth of Southern Florida, LLC
Clean Earth Environmental Services, Inc.
Clean Earth of Greater Washington, LLC dba Clean Earth Aggregates
Gardner Road Oil, LLC DBA Clean Earth of Brandywine
AERC Acquisition Corporation dba AERC Recycling Solutions, A Clean Earth Company; dba DART, A Clean Earth Company
AES Asset Acquisition Corporation dba Clean Earth of Calvert City dba Clean Earth of Morgantown dba
AES Environmental, LLC dba American Transportation Solutions, LLC
Clean Earth of Alabama, Inc.
MKC Acquisition Corporation dba MKC Enterprises, A Clean Earth Company
Environmental Soil Management, Inc
Environmental Soil Management of New York, LLC dba ESMI, A Clean Earth Company
Clean Earth of Michigan, LLC dba DART, Inc., A Clean Earth Company
Clean Earth Mobile Services, LLC
Carteret Asphalt Corporation



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/02/2021

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

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

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center	
	PHONE (A/C, No, Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: National Union Fire Insurance Company of P		19445
INSURER B: American Guarantee and Liability Insurance		26247
INSURER C: AIU Insurance Company		19399
INSURER D: Lexington Insurance Company		19437
INSURER E: Allied World Assurance Company US Inc		19489
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** W21570441 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GL 6547157	06/30/2021	06/30/2022	EACH OCCURRENCE	\$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 5,000,000
							MED EXP (Any one person)	\$ 100,000
							PERSONAL & ADV INJURY	\$ 5,000,000
							GENERAL AGGREGATE	\$ 5,000,000
							PRODUCTS - COMP/OP AGG	\$ 5,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			AL 7030964	06/30/2021	06/30/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			AUC 7364403-03	06/30/2021	06/30/2022	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 16393279	06/30/2021	06/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 3,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 3,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 3,000,000
D	Excess Liability			62785768	06/30/2021	06/30/2022	\$15,000,000 XS of	\$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
This Voids and Replaces Previously Issued Certificate Dated 07/01/2021 WITH ID: W21558382.
SEE ATTACHED

CONTRACT#: C19-2862-PW
CLEAN EARTH OF ALABAMA, INC.
HAZ-WASTE SERVICES
EXPIRES: 09/30/2022 W/2 1 YR RENEWALS

CERTIFICATE HOLDER

Okaloosa County Board of County Commissioners
5479A Old Bethel Road
Crestview, FL 32536

CANC

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

AUTHORIZED REPRESENTATIVE

[Signature]

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Clean Earth, LLC 933 First Avenue, Ste. 200 King Of Prussia, PA 19406	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Okaloosa County Board of County Commissioners, their respective officials, employees & volunteers are included as an Additional Insureds as respects to General Liability.
 The insurance is Primary and Non-Contributory to any other insurance.
 Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability where required by contract and permitted by law.
 Umbrella Liability Policy Follows Form.

INSURER AFFORDING COVERAGE: Allied World Assurance Company US Inc NAIC#: 19489
POLICY NUMBER: 0312-3010 **EFF DATE:** 06/30/2021 **EXP DATE:** 06/30/2022

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Contractor's Pollution Liab.	Per Incident	\$1,000,000
	Aggregate	\$1,000,000

INSURER AFFORDING COVERAGE: Allied World Assurance Company US Inc NAIC#: 19489
POLICY NUMBER: 0312-3010 **EFF DATE:** 06/30/2021 **EXP DATE:** 06/30/2022

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Pollution Legal Liability	Per Incident	\$1,000,000
	Aggregate	\$1,000,000

INSURER AFFORDING COVERAGE: Allied World Assurance Company US Inc NAIC#: 19489
POLICY NUMBER: 0312-3010 **EFF DATE:** 06/30/2021 **EXP DATE:** 06/30/2022

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional Liability	Per Incident	\$1,000,000
	Aggregate	\$1,000,000

Additional Named Insureds

Clean Earth LLC

Assessment & Remedial Design Technologies, Inc.

Accelerated Remediation Kinetics, LLC

Advanced Remediation & Disposal Technologies of DE, LLC

Allied Environmental Group, LLC

Clean Earth of Carteret, LLC dba Clean Earth of Connecticut dba Phoenix Soil –A Clean Earth Company

United Retek of Connecticut, LLC

Clean Earth of Maryland, LLC

Clean Earth of New Castle, LLC

Clean Earth of North Jersey, Inc.

Clean Earth of Philadelphia, LLC

Clean Rock Properties, Ltd.

Real Property Acquisition, LLC

Clean Earth Dredging Technologies, LLC

Clean Earth of Southeast Pennsylvania, LLC

Clean Earth of West Virginia, Inc

Clean Earth of Williamsport, LLC

Clean Earth of Georgia, LLC

Clean Earth of Southern Florida, LLC

Clean Earth Environmental Services, Inc.

Clean Earth of Greater Washington, LLC dba Clean Earth Aggregates

Gardner Road Oil, LLC DBA Clean Earth of Brandywine

AERC Acquisition Corporation dba AERC Recycling Solutions, A Clean Earth Company; dba DART, A Clean Earth Company

AES Asset Acquisition Corporation dba Clean Earth of Calvert City dba Clean Earth of Morgantown dba

AES Environmental, LLC dba American Transportation Solutions, LLC

Clean Earth of Alabama, Inc.

MKC Acquisition Corporation dba MKC Enterprises, A Clean Earth Company

Environmental Soil Management, Inc

Environmental Soil Management of New York, LLC dba ESMI, A Clean Earth Company

Clean Earth of Michigan, LLC dba DART, Inc., A Clean Earth Company

Clean Earth Mobile Services, LLC

Carteret Asphalt Corporation



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/30/2020

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

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

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Clean Earth, LLC 334 South Warminster Road Hatboro, PA 19040	INSURER A: Ironshore Specialty Insurance Company 25445	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** W17041320 **REVISION NUMBER:**

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

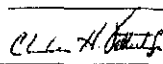
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			001087009	06/30/2020	06/30/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 25,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			001087109	06/30/2020	06/30/2021	EACH OCCURRENCE \$ 25,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 25,000,000
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Contractor's Pollution Liab.			001087009	06/30/2020	06/30/2021	Limit: \$1,000,000

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

SEE ATTACHED

CONTRACT#: C19-2862-PW
CLEAN EARTH OF ALABAMA, INC.
HAZ-WASTE SERVICES
EXPIRES: 09/30/2022 W/2 1 YR RENEWALS

C-19-2862-PW

CERTIFICATE HOLDER Oksloosa County 5479A Old Bethel Road Crestview, FL 32536	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Additional Entities

CEHI Acquisition LLC
Clean Earth Holdings, LLC
CEI Holding, LLC
Clean Earth, LLC
Assessment & Remedial Design Technologies, Inc.
Accelerated Remediation Kinetics, LLC
Advanced Remediation & Disposal Technologies of DE, LLC
Allied Environmental Group, LLC
Carteret Asphalt Corporation
Clean Earth of Carteret, LLC dba Clean Earth of Connecticut dba Phoenix Soil –A Clean Earth Company
United Retek of Connecticut, LLC
Clean Earth of Maryland, LLC
Clean Earth of New Castle, LLC
Clean Earth of North Jersey, Inc.
Clean Earth of Philadelphia, LLC
Clean Rock Properties, Ltd.
Real Property Acquisition, LLC
Clean Earth Dredging Technologies, LLC
Clean Earth of Southeast Pennsylvania, LLC
Clean Earth of West Virginia, Inc
Clean Earth of Williamsport, LLC
Clean Earth of Georgia, LLC
Clean Earth of Southern Florida, LLC
Clean Earth Environmental Services, Inc.
Clean Earth of Greater Washington, LLC dba Clean Earth Aggregates
Gardner Road Oil, LLC DBA Clean Earth of Brandywine
AERC Acquisition Corporation dba AERC Recycling Solutions, A Clean Earth Company; dba DART, A Clean Earth Company
AES Acquisition Corporation
Clean Earth of Alabama, Inc.
MKC Acquisition Corporation MKC Acquisition Corporation dba MKC Enterprises, A Clean Earth Company
Environmental Soil Management, Inc
Environmental Soil Management of New York, LLC dba ESMI, A Clean Earth Company
Clean Earth of Michigan, LLC dba DART, Inc., A Clean Earth Company

Named Insured :

Vertex Aerospace, LLC and any parent, subsidiary, affiliated, associated or allied company, corporation, firm, organization and the Insured's interest in partnerships and joint ventures and any owned (wholly or partially) or controlled company(ies) where the Insured maintains an interest, as now or hereafter constituted or acquired.

Schedule Of Insurers (Insurer B - Excess Liability)

<u>Insurer</u>	<u>Policy No.</u>
Endurance American Insurance Company 4 Manhattanville Road Purchase, NY 10577 Share: 25% NAIC #013131	NXS6033470
Swiss RE International SE, UK Branch Kansas City, MO 64105 Share: 25%	AVNLS2002186
QBE Insurance Corporation One QBE Way Sun Prairie, WI 53596 Share: 25% NAIC #39217	100039077
Starr Indemnity & Liability Company 399 Park Avenue New York, NY 10022 Share: 25% NAIC #38318	1000189176-01

Schedule of Insured Aircraft:

<u>F.A.A. Number</u>		<u>Total</u>	<u>Hull Limit</u>
		<u>Seats</u>	
		<u>Incl Crew</u>	
N10FN Lear 36	Okaloosa County BOCC	6	\$1,327,800
N12FN Lear 36		6	\$1,327,800
N16FN Lear 36A		6	\$1,152,400
N26FN Lear 36	JUL 17 2020	6	\$1,152,400
N39FN Lear 35		6	\$1,152,450
N50FN Lear 35A	Received by	6	\$1,152,450
N51FN Lear 35A	Risk Management	6	\$1,152,450
N52FN Lear 35A		6	\$1,000,535

N83FN Lear 36	6	\$1,152,450
N84FN Lear 36	6	\$1,152,450
N53N Lear 35A	6	\$1,152,450
N18FN Lear 36A	6	\$1,315,000
N148GB (msn RK185) Hawker 400A	6	\$900,000

Okaloosa County BOCC

JUL 17 2020

**Received by
Risk Management**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/7/2020

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

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

PRODUCER McGriff Insurance Services 2500 Renaissance Blvd Suite100 King Of Prussia PA 19406-2639	CONTACT NAME: Cathy Faust PHONE (A/C, No., Ext): 610-233-4815 E-MAIL ADDRESS: cfaust@mcgriffinsurance.com	FAX (A/C, No.): 610-279-8543
	INSURER(S) AFFORDING COVERAGE	
INSURED Clean Earth, LLC 334 South Warminster Road Hatboro PA 19040	INSURER A: Ironshore Specialty Insurance Company	NAIC # 25445
	INSURER B: Zurich American Insurance Company	NAIC # 16535
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 1436790911 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	001087008	6/30/2019	6/30/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP008110602	3/1/2020	3/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			001087108	6/30/2019	6/30/2020	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC819647609	3/1/2020	3/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractors Pollution			001087008	6/30/2019	6/30/2020	Limit
A	Pollution Legal Liab			001087008	6/30/2019	6/30/2020	Limit
A	Professional			001087008	6/30/2019	6/30/2020	Limit

Okaloosa County BOCC

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

Named Insured:
 CEHI Acquisition, LLC
 Clean Earth Holdings, LLC
 CEI Holding, LLC
 Assessment & Remedial Design Technologies, Inc.
 Accelerated Remediation Kinetics, LLC
 Advanced Remediation & Disposal Technologies of DE, LLC
 Allied Environmental Group, LLC
 See Attached...

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Ris

CONTRACT#: C19-2862-PW
CLEAN EARTH OF ALABAMA, INC.
HAZ-WASTE SERVICES
EXPIRES: 09/30/2022 W/2 1 YR RENEWALS

CERTIFICATE HOLDER

Okaloosa County
 5479A Old Bethel Road
 Crestview FL 32536

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

AUTHORIZED REPRESENTATIVE

C19-2862-PW



ADDITIONAL REMARKS SCHEDULE

AGENCY McGriff Insurance Services		NAMED INSURED Clean Earth, LLC 334 South Warminster Road Hatboro PA 19040	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Clean Earth of Carteret, LLC dba Clean Earth of Connecticut dba Phoenix Soil –A Clean Earth Company
 United Retek of Connecticut, LLC
 Clean Earth of Maryland, LLC
 Clean Earth of New Castle, LLC
 Clean Earth of North Jersey, Inc.
 Clean Earth of Philadelphia, LLC
 Clean Rock Properties, Ltd.
 Real Property Acquisition, LLC
 Clean Earth Dredging Technologies, LLC
 Clean Earth of Southeast Pennsylvania, LLC
 Clean Earth of West Virginia, Inc
 Clean Earth of Williamsport, LLC
 Clean Earth of Georgia, LLC
 Clean Earth of Southern Florida, LLC
 Clean Earth Environmental Services, Inc.
 Clean Earth of Greater Washington, LLC dba Clean Earth Aggregates
 Gardner Road Oil, LLC DBA Clean Earth of Brandywine
 AERC Acquisition Corporation dba AERC Recycling Solutions, A Clean Earth Company; dba DART, A Clean Earth Company
 AES Asset Acquisition Corporation dba Clean Earth of Calvert City dba Clean Earth of Morgantown dba AES Environmental, LLC dba American Transportation Solutions, LLC
 Clean Earth of Alabama, Inc.
 MKC Acquisition Corporation MKC Acquisition Corporation dba MKC Enterprises, A Clean Earth Company
 Environmental Soil Management, Inc
 Environmental Soil Management of New York, LLC dba ESMI, A Clean Earth Company
 Clean Earth of Michigan, LLC dba DART, Inc., A Clean Earth Company
 Clean Earth Mobile Services, LLC

****Crime Policy Carrier: Travelers Casualty and Surety Company of America**
 Policy # 106696689 Policy Period: 3/1/2020 to 3/1/2021
 Limit: \$1,000,000

Okaloosa County their respective officials, employees & volunteers are additional insured under the general liability policy and auto liability policy if required by written contract and subject to policy terms and conditions.
 General liability coverage and Auto liability coverage applies on a primary and non-contributory basis if required by a written contract and subject to policy terms and conditions.
 Waiver of subrogation applies in favor of Okaloosa County their respective officials, employees & volunteers under the general liability policy, auto liability policy and workers compensation if required by written contract and subject to policy terms and conditions.
 Umbrella Liability Policy Follows Form.

Okaloosa County BOCC

FEB 24 2021

RISK MANAGEMENT

**FIRST AMENDMENT TO CONTRACT C19-2862-PW
CLEAN EARTH OF ALABAMA, INC.**

This First Amendment made and entered into this 17 day of DEC, 2019, hereby amends contract C19-2862-PW, dated October 1, 2019, by and between Okaloosa County, Florida, (hereinafter the "County") and Clean Earth of Alabama, Inc. (hereinafter the "Contractor").

WHEREAS, on October 1, 2019, the County and Contractor entered into a contract, C19-2862-PW (the "Contract"), which provides Haz-Waste Services for the County; and

WHEREAS, the County and Contractor wish to update and add additional disposal prices. Updated prices are attached hereto as Exhibit "A".

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to amend C19-2862-PW as follows:

1. C19-2862-PW is hereby amended to incorporate Exhibit "A", attached hereto and incorporate herein.
2. All other provisions of the Contract shall remain in full force and effect through the duration of the renewal.

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the day and year first written.

CLEAN EARTH OF ALABAMA, INC.



By: John Black
Date: 11-25-19

OKALOOSA COUNTY, FLORIDA

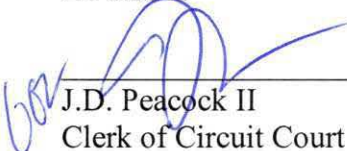


Charles K Windes, Jr.
Chairman, Board of County Commissioners

Date: DEC 17 2019



ATTEST:


J.D. Peacock II
Clerk of Circuit Court



CONTRACT#: C19-2862-PW
CLEAN EARTH OF ALABAMA, INC.
HAZ-WASTE SERVICES
EXPIRES: 09/30/2022 W/2 1 YR RENEWALS

**FIRST AMENDMENT TO CONTRACT C19-2862-PW
CLEAN EARTH OF ALABAMA, INC.**

This First Amendment made and entered into this 17 day of DEC, 2019, hereby amends contract C19-2862-PW, dated October 1, 2019, by and between Okaloosa County, Florida, (hereinafter the "County") and Clean Earth of Alabama, Inc. (hereinafter the "Contractor").

WHEREAS, on October 1, 2019, the County and Contractor entered into a contract, C19-2862-PW (the "Contract"), which provides Haz-Waste Services for the County; and


WHEREAS, the County and Contractor wish to update and add additional disposal prices. Updated prices are attached hereto as Exhibit "A".

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to amend C19-2862-PW as follows:


1. C19-2862-PW is hereby amended to incorporate Exhibit "A", attached hereto and incorporate herein.
2. All other provisions of the Contract shall remain in full force and effect through the duration of the renewal.

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the day and year first written.

CLEAN EARTH OF ALABAMA, INC.


By: John Blain
Date: 11-25-19

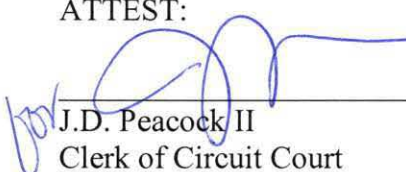
OKALOOSA COUNTY, FLORIDA


Charles K Windes, Jr.
Chairman, Board of County Commissioners



Date: DEC 17 2019

ATTEST:


J.D. Peacock II
Clerk of Circuit Court





November 13, 2019

OKALOOSA COUNTY

Jim Reece
 84 Reach Avenue
 Fort Walton Beach, FL 32548

Dear Mr. Reece,

Clean Earth of AL, Inc is pleased to provide Okaloosa County Recycling with these additional disposal prices. This quotation and all work performed subsequently are governed by the Hazardous Waste Disposal Services contract C19-2862-PW. If acceptable the following prices can serve as Addendum #1 to the contract.

Material	Unit	Price
Aerosols	Cubic Yard Box	\$425.00
Pesticide Liquids-Bulk	15 Gallon Drum	\$75.00
Pesticide Liquids-Loose Packed	20 or 30 Gallon Drum	\$150.00
Flammable Liquids-Bulk	275 Gallon Tote	\$350.00
Oxidizers	20 or 30 Gallon Drum	\$245.00

Supplies

15 or 20 gallon poly New open top	\$40.00 each
275 Gallon Tote Tank	\$150.00

Container Conversion Chart

NON 55 GALLON CONTAINER SIZES	UNIT	Conversion Factor
Cubic Yard Box / Supersacks / Pallets	CYB	4 x 55 gal
Totes (250/275 GAL)	Tote	4.5 x 55 gal
Totes (330/350 GAL)	Tote	6.0 x 55 gal
Waste Packaged in 85 gallon container (not an overpack)	Drum	1.5 x 55 gal
16-30 gallon drum	Drum	.75 x 55 gal
6-15 gallon drum	Drum	.50 x 55 gal
1-5 gallon drum	Drum	.25 x 55 gal

Clean Earth, Inc is fully qualified to meet all of your material recycling and/or disposal needs. As a company, we are uniquely positioned in the industry by providing the most comprehensive list

of services, offering cost-effective service solutions to our customers, and maintaining a strong, positive financial position for the future. If you have any questions regarding this submittal, please do not hesitate to contact me at (318) 557-7739.

Yours truly,




Kelby Neal, HHW Business Development Manager

Board of County Commissioners of
Okaloosa County, Florida


Charles K. Windes, Jr, Chairman



Attest:


J.D. Peacock
Clerk of Circuit Court





November 13, 2019

OKALOOSA COUNTY

Jim Reece
84 Ready Avenue
Fort Walton Beach, FL 32548

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Yours truly,




Kelby Neal, HHW Business Development Manager

Board of County Commissioners of
Okaloosa County, Florida


Charles K. Windes, Jr, Chairman

Attest:



J.D. Peacock
Clerk of Circuit Court

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: 19-2862-pw Tracking Number: 3110PW
Procurement/Contractor/Lessee Name: Clean Earth of Alabama Grant Funded: YES ___ NO X
Purpose: Amendment
Date/Term: 9-30-22 1. GREATER THAN \$100,000
Amount: per disposal 2. GREATER THAN \$50,000
Department: PW 3. \$50,000 OR LESS
Dept. Monitor Name: Audy

Purchasing Review

Procurement or Contract/Lease requirements are met:
Wants to go Date: 11-12-19
Purchasing Director or designee Jeff Hyde, DeRita Mason, Jessica Darr

2CFR Compliance Review (if required)

Approved as written: no federal funds Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email attached Date: 11-13-19
Edith Gibson or Karen Donaldson

County Attorney Review

Approved as written: see email attached Date: 11-25-19
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

Document has been received: _____ Date: _____
Finance Manager or designee

DeRita Mason

From: Karen Donaldson
Sent: Wednesday, November 13, 2019 9:49 AM
To: DeRita Mason
Subject: RE: C19-2862-PW Amendment 1

DeRita

This is approved by risk management. Please note that the insurance in file expired in June of 2019.

Thank you

Karen Donaldson

Karen Donaldson
Public Records and Contracts Specialist
Okaloosa County Risk Management
5479-B Old Bethel Rd.
Crestview, Fl. 32536
850.683.6207
KDonaldson@myokaloosa.com



Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, November 12, 2019 2:37 PM
To: 'Parsons, Kerry' <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: C19-2862-PW Amendment 1

All,

Please review and approve the attached.

Thank you,

DeRita Mason

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Monday, November 25, 2019 9:24 AM
To: DeRita Mason
Cc: Lynn Hoshihara; Karen Donaldson
Subject: RE: C19-2862-PW Amendment 1

This amendment is approved for legal purposes.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
Kparsons@ngn-tally.com

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, November 12, 2019 3:37 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: C19-2862-PW Amendment 1

All,

Please review and approve the attached.

Thank you,

DeRita Mason



DeRita Mason
Contracts and Lease Coordinator

[View assistance for SAM.gov](#)



A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login.gov.

[Log In](#)

[Login.gov FAQs](#)

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 10/12/2019, from 8:00 AM to 1:00 PM

ALERT: Due to a CAGE service interruption, SAM registrants may encounter an error validating a CAGE Code. If this happens, please try again later.

Search Results

Quick Search Results

Total records:1

[Save PDF](#)

[Export Results](#)

[Print](#)

Result Page: 1

Sort by [Relevance](#) Order by [Descending](#)

Your search returned the following results...

Entity	CLEAN EARTH, INC.	Status: Active <input type="checkbox"/>
DUNS: 858581903	CAGE Code: 3HZJ9	View Details
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 07/09/2020	Debt Subject to Offset?: No	
Purpose of Registration: All Awards		

Result Page: 1

[Save PDF](#)

[Export Results](#)

[Print](#)



IBM-NP-20190814-1104
WWW3

- [Search Records](#)
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- [Privacy Policy](#)
- [FAPIS.gov](#)
- [GSA.gov/LAE](#)
- [GSA.gov](#)
- [USA.gov](#)

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: ITB PW 67-19 Tracking Number: 3465-19
Procurement/Contractor/Lessee Name: Clean Earth of Alabama, Inc. Grant Funded: YES NO
Purpose: HAZ-Waste Services
Date/Term: 3 yrs w/(2) one-year renewals 1. GREATER THAN \$100,000
Amount: \$627,000⁰⁰ 2. GREATER THAN \$50,000
Department: PW 3. \$50,000 OR LESS
Dept. Monitor Name: Jason Autrey

Purchasing Review

Procurement or Contract/Lease requirements are met:
[Signature] Date: 8-1-19
Purchasing Director or designee Jeff Hyde, DeRita Mason, Jessica Darr

2CFR Compliance Review (if required)

Approved as written: [Signature] Grant Name: FDEP HW Co-operative agreement
Date: 8-1-19
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email attached Date: 8-16-19
Risk Manager or designee

County Attorney Review

Approved as written: see email attached Date: 8-12-19
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

Document has been received:
_____ Date: _____
Finance Manager or designee

Jesica Darr

From: Danielle Garcia
Sent: Thursday, August 01, 2019 7:23 AM
To: Jesica Darr
Subject: RE: Draft Contract ITB PW 67-19

Approved for grant purposes.

Regards,
Danielle Garcia
850-689-5960 x 6971

From: Jesica Darr <jdarr@myokaloosa.com>
Sent: Tuesday, July 30, 2019 3:21 PM
To: Danielle Garcia <dgarcia@myokaloosa.com>
Subject: Draft Contract ITB PW 67-19

Danielle,

Good Afternoon!

Please see attached for review and approval of draft contract ITB PW 67-19.

(I'll bring the hard copy to you for your review)

Thank you!

Respectfully,

Jesica



Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
jdarr@myokaloosa.com

Jesica Darr

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Wednesday, August 07, 2019 6:23 AM
To: Jesica Darr
Cc: Karen Donaldson; DeRita Mason; Lynn Hoshihara; Kelly Bird
Subject: RE: Draft Contract 67-19

This Contract is approved for legal purposes.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
PLLC

1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
Kparsons@ngn-tally.com

The information contained in this e-mail message is intended for the personal and confidential use of the recipient(s) named above. This message and its attachments may be an attorney-client communication and, as such, is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or e-mail and delete the original message. Thank you!

From: Jesica Darr <jdarr@myokaloosa.com>
Sent: Tuesday, July 30, 2019 4:20 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>; Kelly Bird <kbird@myokaloosa.com>
Cc: Karen Donaldson <kdonaldson@myokaloosa.com>; DeRita Mason <dmason@myokaloosa.com>
Subject: Draft Contract 67-19

Good Afternoon!

Please review the attached.

Thank you!

Respectfully,

Jesica

DeRita Mason

From: Karen Donaldson
Sent: Friday, August 16, 2019 9:25 AM
To: Jesica Darr; DeRita Mason
Subject: FW: Draft Contract 67-19
Attachments: Clean Earth of Alabama, Inc. draft contract.docx; ITB PW 67-19 response.pdf

This is approved for insurance purposes.

Thank you

Karen Donaldson

Karen Donaldson
Public Records and Contracts Specialist
Okaloosa County Risk Management
5479-B Old Bethel Rd.
Crestview, Fl. 32536
850.683.6207
KDonaldson@myokaloosa.com



Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: Jesica Darr <jdarr@myokaloosa.com>
Sent: Tuesday, July 30, 2019 3:20 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>; Kelly Bird <kbird@myokaloosa.com>
Cc: Karen Donaldson <kdonaldson@myokaloosa.com>; DeRita Mason <dmason@myokaloosa.com>
Subject: Draft Contract 67-19

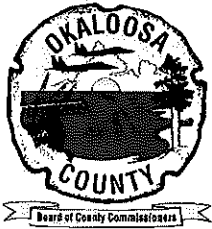
Good Afternoon!

Please review the attached.

Thank you!

Respectfully,

Jesica



Board of County Commissioners Purchasing Department

State of Florida

Date: July 19, 2019

OKALOOSA COUNTY PURCHASING DEPARTMENT
NOTICE OF INTENT TO AWARD

ITB ~~AP~~ 67-19
PW

Haz-Waste Services

Okaloosa County would like to thank all businesses, which submitted responses to Haz-Waste Services. (ITB AP 67-19)

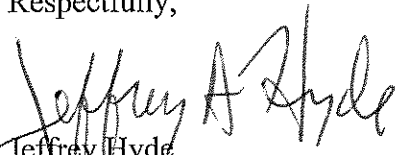
After in-depth examination of all responses in accordance with the County's Purchasing Manual, the County announces its intent to award the contract/purchase order to the following:

Clean Earth of Alabama, Inc.
402 Webster Chapel Road
Glencoe, AL 35905

This Notice of Intent does NOT constitute the formation of a contract/purchase order between Okaloosa County and the apparent successful bidder/respondent. The County reserves the right to enter into negotiations with the successful bidder/respondent in order to finalize contract terms and conditions. No agreement is entered into between the County and any parties until a contract is approved and fully executed.

Any person/entity desiring to file a procurement protest must meet all the standards and criteria in accordance with Section 30 of the Okaloosa County Purchasing Manual. Failure to file a protest within the time prescribed in Section 30.02 of the Okaloosa County Purchasing Manual, shall constitute a waiver of protest proceedings.

Respectfully,


Jeffrey Hyde
Purchasing Manager



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Foreign Profit Corporation

CLEAN EARTH OF ALABAMA, INC.

Filing Information

Document Number F16000003826
FEI/EIN Number N/A
Date Filed 08/25/2016
State DE
Status ACTIVE

Principal Address

402 Webster Chapel Road
Glencoe, AL 35905

Changed: 04/27/2019

Mailing Address

402 Webster Chapel Road
Glencoe, AL 35905

Changed: 04/27/2019

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Officer/Director Detail

Name & Address

Title President

Dods, Christopher
402 Webster Chapel Road
Glencoe, AL 35905

Title Treasurer

Guerin, Bernard
402 Webster Chapel Road
Glencoe, AL 35905

Title Secretary

**CONTRACT
For ITB PW 67-19
Haz-Waste Services**

This Contract executed and entered into this contract this 17th day of September, 2019 between Okaloosa County, Florida, (hereinafter the "County"), whose principal address is 1250 N. Eglin Parkway, Shalimar, Florida 32579, and Clean Earth of Alabama, Inc. (hereinafter the "Contractor"), a foreign profit corporation, whose principal address is 402 Webster Chapel Road, Glencoe, AL 35905 states as follows:

WITNESSETH:

WHEREAS, the County through an Invitation to Bids has solicited for **Haz-Waste Services**; and

WHEREAS, after due review of all bids, Clean Earth of Alabama, Inc. has been selected for the **Haz-Waste Services**; and

WHEREAS, the County, as a recipient of federal assistance, is required to incorporate specific provisions in all contracts, regardless of funding source, with additional provisions being required for federally funded projects. These provisions are being incorporated per this amendment as stated in Exhibit "B" attached hereto; and

WHEREAS, the County desires the services of the Contractor and the Contractor is willing and able to perform all services in accordance with this Contract.

NOW, THEREFORE, the parties hereto agree as follows:

I. Incorporation of Documents

The following documents are incorporated herein by reference into this Contract and are attached as:

1. Exhibit "A", Invitation to Bid & Respondent's Acknowledgment/Contractor's Submittal, **ITB PW 67-19, Haz-Waste Services** date of opening May 22nd, 2019 at 3:00 P.M. and any addendums thereto.
2. Exhibit "B", Federal Regulations, attached hereto and made a part of the contract.

All terms within the above referenced documents are in full force and effect and shall be binding upon both parties.

II. Scope of Work

The Contractor will provide services in accordance with the terms and conditions of this contract and attached Exhibit "A"

III. Invoice Requirements

The Contractor will be paid in accordance with Exhibit "A" attached hereto.

IV. Duration of Contract and Termination of the Contract

The Contract will be effective on October 1, 2019 and will continue through for three (3) years. The contract may be renewed for an additional two (2) one (1) year terms upon mutual agreement of all parties.

The County may terminate the Contract with or without cause by providing thirty (30) days written notice to the Contractor. If terminated, Contractor shall be owed for services rendered and equipment provided up until the point of termination.

The County may terminate this Agreement in whole or part for cause, if the County determines that the performance of the Contractor is not satisfactory, the County shall notify the Contractor of the deficiency in writing with a requirement that the deficiency be corrected within ten (10) days of such notice. Such notice shall provide reasonable specificity to the Contractor of the deficiency that requires correction. If the deficiency is not corrected within such time period, the County may either (1) immediately terminate the Agreement, or (2) take whatever action is deemed appropriate to correct the deficiency. In the event the County chooses to take action and not terminate the Agreement, the Contractor shall, upon demand, promptly reimburse the County for any and all costs and expenses incurred by the County in correcting the deficiency.

If the County terminates the Agreement, the County shall notify the Contractor of such termination in writing, with instruction to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

The County reserves the right to unilaterally cancel this Agreement for refusal by the Contractor or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.

Upon receipt of a final termination or suspension notice under this Article, the Contractor shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following:

1. Necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; and
2. Furnish a statement of the activities and other undertakings the cost of which are otherwise includable as costs under this Agreement. The termination or suspension shall be carried out in conformity with the latest schedule of costs as approved by the County. The closing out of federal financial participation in the services provided shall not constitute a waiver of any claim which the County may otherwise have arising out of this Agreement.

V. Remedies

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract shall be held in Okaloosa County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity

or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

VI. Intent of Contract Documents

It is the intent of the Contract Documents to describe a functionally complete project to be performed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words that have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.

VII. Investigation

Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work site and the project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

VIII. Notice

All notices required by this Contract shall be in writing to the representatives listed below:

The authorized representatives of the County shall be:

Jason Autrey, Public Works Director
1759 South Ferdon Blvd
Crestview, FL 32536
Phone: 850-689-5772
Email: jautrey@myokaloosa.com

The authorized representative for Clean Earth of Alabama, Inc. shall be:

Jeff Saal, Vice President of Sales-Haz
402 Webster Chapel Road
Glencoe, AL 35905
Phone: 256-492-8340
Email: jtaal@cleaneearthinc.com

Courtesy copy to:

Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Phone: 850-689-5960
Fax: 850-689-5998
Email: dmason@myokaloosa.com

Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least five (5) business days' prior notice of the address change.

IX. Governing Law & Venue

This Contract shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Okaloosa County, Florida.

X. Public Records

Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

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 AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County's custodian of public records, provide the County 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 chapter 119 Florida Statutes or as otherwise provided by law.
3. 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 County.
4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County 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 the public records. All records stored electronically must be provided to the public agency, upon the 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.

XI. Audit

The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

XII. Assignment

Contractor shall not assign this Contract or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Contract or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

XIII. Entire Contract & Waivers

This Contract and all exhibits as incorporated herein, contain the entire contract between the parties and supersedes all prior oral or written contracts. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Contract can only be amended in writing upon mutual agreement of the parties and signed by both parties.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

XIV. Severability

If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

XV. Independent Contractor

Contractor enters into this Contract as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Contract.

XVI. Third Party Beneficiaries

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof, a third party beneficiary under this Contract, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

XVII. Indemnification and Hold Harmless

Contractor agrees to hold harmless, indemnify, and defend or, at the option of the County, pay the cost of defense, the County and its representative from any and all claims, losses, penalties, demands, judgments, and costs of suit, including reasonable attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, property damage, direct or consequential damages, or economic loss, arising directly or indirectly on account of or in connection with the negligent performance of the Work by Contractor under this Contract or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the negligent use or operation by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of the County.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this contract or the Contractor's limit of, or lack of, sufficient insurance protection.

XVIII. Representation of Authority to Contractor/Signatory

The individual signing this Contract on behalf of Clean Earth of Alabama, Inc. represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract. The signatory represents and warrants to the County that the execution and delivery of this Contract and the performance of Haz-Waste Services obligations hereunder have been duly authorized and that the Contract is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

XIV. Subcontracting

Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into, and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

XX. Insurance

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County as listed in the Agreement. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis.

The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

4. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
7. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
3. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
4. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence for Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1,000,000 each occurrence
5. Environmental Impairment Liability (to include handling, transportation & disposal)	\$5,000,000 each claim

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

Note: For Contractor's convenience, this certification form is enclosed and is made a part of the bid package.

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities

listed as Additional Insured.

8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work specified in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

XXI. Taxes and Assessments

Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

XXII. Compliance with Laws

Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Work, shall exercise full and complete authority over Contractor's personnel, shall comply with all

workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Work, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

XXIII. Federal Regulations

The contractor agrees to comply with all federal, state and local laws, rules and regulations, including but not limited to, those set forth in Exhibit "B", which is expressly incorporated herein as a part of this contract.

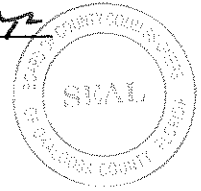
IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature.

CLEAN EARTH OF ALABAMA, INC.

OKALOOSA COUNTY, FLORIDA

Chris Dods, President
Clean Earth of Alabama, Inc.

Charles K. Windes, Jr.
Charles K. Windes, Jr., Chairman



Date: SEP 17, 2019

C. Dods

Signature

9/3/19

Date:

ATTEST:
J.D. Peacock II

J.D. Peacock II, Clerk



Standard Contract Clauses

Exhibit "B"

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
 - a. All new employees.
 - a. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - c. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of:
 - a. Enrollment in the E-Verify program; or
 - b. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

- a. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
- b. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- c. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- d. Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee
 - i. Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - ii. Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - iii. Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

(1) Is for-

- i. Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
- ii. Construction;

(2) Has a value of more than \$3,500; and

(3) Includes work performed in the United States.

EXHIBIT "A"



INVITATION TO BID (ITB) & RESPONDENT'S ACKNOWLEDGEMENT

ITB TITLE:

Haz-Waste Services

ITB NUMBER:

ITB PW 67-19

ISSUE DATE:

June 3, 2019 8:00 A.M. CST

LAST DAY FOR QUESTIONS:

June 27, 2019 3:00 P.M. CST

ITB OPENING DATE & TIME:

July 10, 2019 3:15 P.M. CST

NOTE: BIDS RECEIVED AFTER THE BID OPENING DATE & TIME WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits your company to submit a bid on the above referenced goods or services. All terms, specifications and conditions set forth in this ITB are incorporated into your response. A bid will not be accepted unless all conditions have been met. All bids must have an authorized signature in the space provided below. All bids must be sealed and received by the Okaloosa County Clerk of Court by the "ITB Opening Date & Time" referenced above. All envelopes containing sealed bids must reference the "ITB Title", "ITB Number" and the "ITB Opening Date & Time". Okaloosa County is not responsible for lost or late delivery of bids by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted bids will be accepted. Bids may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.

COMPANY NAME Clean Earth of Alabama, Inc

MAILING ADDRESS 402 Webster Chapel Road

CITY, STATE, ZIP Glencoe, AL 35905

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 81-5137592

TELEPHONE NUMBER: 256-492-8340 EXT: _____ FAX: 256-492-1581

EMAIL: jsaal@cleaneearthinc.com or kneal@cleaneearthinc.com for Kelby Neal

I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A BID FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE RESPONDENT.

AUTHORIZED SIGNATURE: _____
OR PRINTED NAME

TYPED Jeff Saal

TITLE: Vice President of Sales-Haz

DATE 7-3-19

NOTICE TO RESPONDENTS
ITB PW 67-19

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed bids until **3:15 p.m. (CST) July 10th, 2019**, for **Haz-Waste Services**.

Interested respondents desiring consideration shall provide one (1) original and two (2) copies (total of 3) of their Invitation to Bids (ITB) response with the respondent's areas of expertise identified. Submissions shall be portrait orientation, unbound, and 8 ½" x 11" where practical.

All originals must have original signatures in blue ink. Bid documents are available for download by accessing the Okaloosa County website at <http://www.myokaloosa.com/purchasing/home> then accessing the link "View Current Solicitations" or by accessing the Florida Purchasing Group website at <http://www.floridabidsystem.com/Bids/ViewOpenSolicitations.asp>

At **3:15 p.m. (CST), July 10th, 2019** all bids will be opened and read aloud. All bids must be in sealed envelopes reflecting on the outside thereof the Respondent's name and "**Haz-Waste Services.**" The County will consider all bids properly submitted at its scheduled bid opening in the **Okaloosa County Courthouse** located at 101 E. James Lee Boulevard, Room 282, Crestview, FL 32536. If delivering on the bid opening day, delivery must be in person to 101 E. James Lee Boulevard, Room 282, Crestview, FL 32536.

****NOTE: MUST RING DOORBELL TO GAIN ENTRANCE INTO ROOM 282. THE CLERK WILL COME ACCEPT YOUR PACKAGE OR SHOW YOU TO THE CONFERENCE ROOM FOR THE SCHEDULED BID OPENING****

NOTE: THE NEW CRESTVIEW COURTHOUSE HAS SECURITY AT ENTRY POINT-PLEASE ALLOW FOR TIME TO GET THROUGH SECURITY WHEN ARRIVING FOR THE BID OPENING.

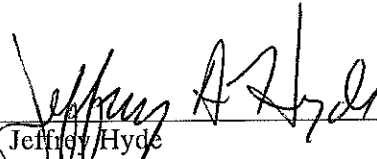
NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services. Respondents using mail or delivery services assume all risks of late or non-delivery.

The County reserves the right to award the bid to the lowest responsive respondent and to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting Agreement that is in its best interest and its decision shall be final. The County reserves the right to award to multiple vendors if it is in the best interest of the County.

Any Respondent failing to mark outside of the envelope as set forth herein may not be entitled to have their bid considered.

All bids should be addressed as follows:

Haz-Waste Services
Okaloosa Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536



Jeffrey Hyde
Purchasing Manager

05/29/2019

Date

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS

Charles K. Windes, Jr.
Chairman

SPECIFICATIONS

BID #: ITB PW 67-19

BID ITEM: Haz-Waste Services

PURPOSE: The purpose of this bid is to seek a contractor to provide Haz-Waste Services.

1. To provide pickup, transport and disposal of hazardous waste from the Okaloosa County Household Hazardous Waste Facility (OCHHWF) at 84 Ready Avenue, Fort Walton Beach, FL.
2. To provide mobile collection services (labor, transportation, supplies, and all supporting materials) for as many as twelve (12) mobile events in nine (9) counties: Calhoun, Franklin, Gadsden, Holmes, Jackson, Liberty, Santa Rosa, Walton, and Washington.
3. To provide support labor, on call or scheduled in advance, that could aid or assist in the operation of mobile collection days, permanent collection days as well as the processing of household hazardous waste and various other duties at the permanent collection center, i.e., housekeeping, maintenance, etc.
4. All waste hazardous by characteristic toxic, ignitable, corrosive, or reactive, but exempt from RCRA hazardous waste regulations will be delivered to a Treatment, Storage and Disposal Facility (TSDF) properly licensed to dispose of hazardous waste. Landfilling will not be an option for such waste. The bidder must include their EPA identification number and FDEP Hazardous Waste Transporter Registration with their proposal.
5. The bidder must provide Okaloosa County at least three (3) references where similar work has been conducted in the State of Florida, preferably with three (3) county governments.
6. Bidder shall provide a compliance history for the past five (5) years.
7. All disposal sites used by the successful bidder must be named in the bid, along with name, address, and business telephone number. For each site, the bidder will also list disposal methods used at each site and waste types to be disposed of at each site. All operations must comply with local, State, and Federal hazardous waste (FDEP, EPA), hazardous material (DOT), and worker safety (OSHA) regulations and standards.
8. The successful bidder must only use licensed and permitted hazardous waste transporters registered with the FDEP.
9. Additional disposal sites and/or subcontractors may not be used to transport or dispose of waste without prior written approval from Okaloosa County.
10. The vendor shall notify Okaloosa County within 48 hours of notice of any legal or regulatory action or any Notices of Violation taken against the vendor for any action, method or practice occurrence within the scope of this contract.

11. The successful bidder will coordinate with OCHHWF to meet all DOT, OSHA, RCRA, FDEP, and all other applicable requirements regarding labeling, packaging, segregation, and transportation of waste to ensure acceptance and full treatment at final disposal facility.
12. The successful bidder will be responsible for providing OCHHWF all required documentation of proper transport and final disposal of waste materials.
13. Pickup and transportation of HHW/VSQG waste from permanent facilities within the county to EPA/State approved facilities
14. Providing labor and supplies for packaging HHW/VSQG waste IAW DOT shipping requirements at permanent facilities on an as needed basis
15. Preparation of DOT shipping documents (manifests) and shipping labels
16. Providing manpower, supplies, and equipment for mobile HHW/VSQG collection events throughout the Florida Panhandle.
17. Storage, treatment, reclamation, disposal of waste materials IAW EPA and State rules and regulations.
18. Identification of unknowns.
19. Acid/base neutralization as needed.

****The contractor must own and operate an EPA RCRA Permitted Part B Treatment Storage Disposal Facility (TSDF). ****

TERM OF CONTRACT: The effective date of this contract will be October 1, 2019 and will run through September 30, 2022. This contract may be renewed for two (2) additional one-year periods upon mutual agreement by both parties.

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 02/8/2018

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
7. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.

3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
3. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
4. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)

3.	Commercial General Liability	\$1,000,000 each occurrence for Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4.	Personal and Advertising Injury	\$1,000,000 each occurrence
5	Environmental Impairment Liability (to include handling, transportation & disposal)	\$5,000,000 each claim

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

Note: For Contractor's convenience, this certification form is enclosed and is made a part of the bid package.

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10 days' notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.

4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

GENERAL BID CONDITIONS

1. PRE-BID ACTIVITY -

Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Review Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to:

Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Email: dmason@myokaloosa.com
(850) 689-5960

All questions or inquiries must be received no later than the last day for questions (reference ITB & Respondent's Acknowledgement form). Any addenda or other modification to the bid documents will be issued by the County five (5) days prior to the date and time of bid closing, as written addenda, and will be posted to and the Okaloosa County website at <http://www.myokaloosa.com/purchasing/current-solicitations> and the Bidnet website at <https://www.bidnetdirect.com/florida>.

Such written addenda or modification shall be part of the bid documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their bid. No respondent may rely upon any verbal modification or interpretation.

2. PREPARATION OF BID – The bid form is included with the bid documents. Additional copies may be obtained from the County. The respondent shall submit bids in accordance with the public notice.

All blanks in the bid documents shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the bid signed. A bid price shall be indicated for each section, bid item, alternative, adjustment unit price item, and unit price item listed therein, or the words "No Bid", "No Change", or "Not Applicable" entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numerical figures, the written amount shall govern. Any bid which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting bids may be rejected.

A bid submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A bid submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A bid submitted by an individual shall show the respondent's name and official address.

A bid submitted by a joint venture shall be executed by each joint venture in the manner indicated on the bid form. The official address of the joint venture must be shown below the signature. It is preferred that all signatures be in blue ink with the names type or printed below the signature. Okaloosa County does not accept electronic signatures.

The bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the bid shall be shown.

If the respondent is an out-of-state corporation, the bid shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida. A state contractor license # for the State of Florida shall also be included on the bid form. Respondent shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

3. **INTEGRITY OF BID DOCUMENTS** - Respondents shall use the original Bid documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Bid documents if sufficient space is not available. Any modifications or alterations to the original bid documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modification or alteration that a respondent wish to propose must be clearly stated in the respondent's response in the form of an addendum to the original bid documents.
4. **SUBMITTAL OF BID** – A bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the bid is submitted), the name and address of the respondent, and shall be accompanied by the bid security and other required documents. It is the respondent's responsibility to assure that its bid is delivered at the proper time and place. Offers by telegram, facsimile, or telephone will **NOT** be accepted.

Note: Crestview is not a next day delivery site for overnight carriers.

5. **MODIFICATION & WITHDRAWAL OF BID** - A bid may be modified or withdrawn by an appropriate document duly executed in the manner that a bid must be executed and delivered to the place where bids are to be submitted prior to the date and time for the opening of bids.

If within 24 hours after bids are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its bid, that respondent may withdraw its bid, and the bid security may be returned. Thereafter, if the work is rebid, that respondent will be disqualified from 1) further bidding on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

6. **BIDS TO REMAIN SUBJECT TO ACCEPTANCE** – All bids will remain subject to acceptance or rejection for sixty (60) calendar days after the day of the bid opening, but the County may, in its sole discretion, release any bid and return the bid security prior to the end of this period.

7. **IDENTICAL TIE BIDS** - – In cases of identical procurement responses, the award shall be determined either by lot or on the basis of factors deemed to serve the best interest of the County. In the case of the latter, there must be adequate documentation to support such a decision.
8. **CONDITIONAL & INCOMPLETE BIDS** - Okaloosa County specifically reserves the right to reject any conditional bid and bids which make it impossible to determine the true amount of the bid.
9. **PRICING** – The bid price shall include all equipment, labor, materials, freight, taxes etc. Okaloosa County reserves the right to select that bid most responsive to our needs.
10. **ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this bid or resulting contract when deemed to be in the County’s best interest.
11. **SPECIFICATION EXCEPTIONS** – Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer’s specifications which conflict with the bid specifications. Respondent must also explain any deviation from the bid specification in writing, as a foot note on the applicable bid page and enclose a copy of the manufacturer’s specifications data detailing the changed item(s) with their bid. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with bid specifications.
12. **APPLICABLE LAWS & REGULATIONS** – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the bid throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.
13. **DISQUALIFICATION OF RESPONDENTS** - Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its bid:
 - a. Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name.
 - b. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.
 - c. Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.
 - d. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
 - e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
 - f. Default under previous contract.
 - g. Listing of the respondent by any Local, State or Federal Government on its barred/suspended vendor list.

14. AWARD OF BID

- a. Okaloosa County Review - Okaloosa County designated Staff will review all bids and will participate in the Recommendation to Award.
- b. The County will award the bid to the responsive and responsible vendor(s) with the lowest responsive bid(s), and the County reserves the right to award the bid to the respondent submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all bids or to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final.
- c. Okaloosa County reserves the right to waive any informalities or reject any and all bids, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this bid and to accept the bid that in its judgment will best serve the interest of the County.
- d. Okaloosa County specifically reserves the right to reject any conditional bids and will normally reject those which made it impossible to determine the true amount of the bid. Each item must be bid separately and no attempt is to be made to tie any item or items to any other item or items.

15. PAYMENTS – Vendor shall make all firm fixed commission fees payable to the County of Okaloosa and remitted to BCC Finance, Crestview Courthouse located at 101 E James Lee Boulevard, Crestview, FL 32536.

16. DISCRIMINATION - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

17. PUBLIC ENTITY CRIME INFORMATION - Pursuant to Florida Statute 287.133, a respondent 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

18. CONFLICT OF INTEREST - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their bids the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

19. REORGANIZATION OR BANKRUPTCY PROCEEDINGS – Bids will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.

20. INVESTIGATION OF RESPONDENT – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.

21. CONE OF SILENCE CLAUSE - The Okaloosa County Board of County Commissioners has established a solicitation silence policy (**Cone of Silence Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences from the date of advertisement until award of contract.

All communications shall be directed to the Purchasing Department.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

22. REVIEW OF PROCUREMENT DOCUMENTS - Per Florida Statute 119.071(1)(b) 2 sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

23. COMPLIANCE WITH FLORIDA STATUTE 119.0701 - The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (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; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.

24. PROTECTION OF RESIDENT WORKERS – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

25. SUSPENSION OR TERMINATION FOR CONVENIENCE - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss

of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

- 26. FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the award and removal of the respondent from the bid list for duration of one (1) year, at the option of the County.
- 27. AUDIT** - If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this bid from the date of the award through three (3) years after the expiration of contract.
- 28. EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION** – Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.
- 29. NON-COLLUSION** – Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.
- 30. UNAUTHORIZED ALIENS/PATRIOT'S ACT** – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.
- 31. ACCEPTANCE** - Delivery of material to Okaloosa Board of County Commissioners does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the material meets contract specifications and conditions as listed. Should the delivered material differ in any respect from specifications, payment will be withheld until such time as the supplier takes necessary corrective action. The Purchasing Department shall be notified of the deviation in writing within 10 days and the provisions of the delivery paragraph shall prevail. If the proposed corrective action is not acceptable to Okaloosa County, the final acceptance of the material shall remain the property of the supplier and the county shall not be liable for payment for any portion thereof.

32. THE FOLLOWING DOCUMENTS SHALL BE SUBMITTED WITH THE BID PACKET. FAILURE TO SUBMIT ALL REQUIRED FORMS MIGHT RESULT IN YOUR SUBMITTAL BEING DEEMED NON-RESPONSIVE:

- a. Drug-Free Workplace Certification Form ✓✓✓✓
- b. Conflict of Interest ✓✓✓✓
- c. Federal E-Verify - ✓✓✓✓
- d. Code of Silence Form ✓✓✓✓
- e. Recycled Content Form ✓✓✓
- f. Indemnification and Hold Harmless ✓✓✓✓
- g. Prohibition to Lobbying ✓✓✓✓
- h. Company Data ✓✓✓✓
- i. System of Awards Management ✓✓✓✓
- j. Addendum Acknowledgement ✓✓✓✓
- k. Bid Sheet ✓✓✓✓
- l. Anti-Collusion Statement ✓✓✓✓
- m. Governmental Debarment & Suspension - ✓✓✓✓
- n. Vendors on Scrutinized Companies List ✓✓✓✓
- o. General Grant Funding Special Proposal Conditions Standard - ✓✓✓✓

Clean Earth Response for Hazardous Waste Services

ITB PW 67-19

July 10, 2019

Technical Response



Submitted By:
Clean Earth of Alabama, Inc
Kelby Neal, CHMM
402 Webster Chapel Road
Glencoe, AL 35905

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1. RESPONDENT'S PROFILE

Company Profile and Level of Support

Clean Earth of AL, Inc has prepared this proposal document in strict accordance to the Okaloosa County's IFB PW 67-19.

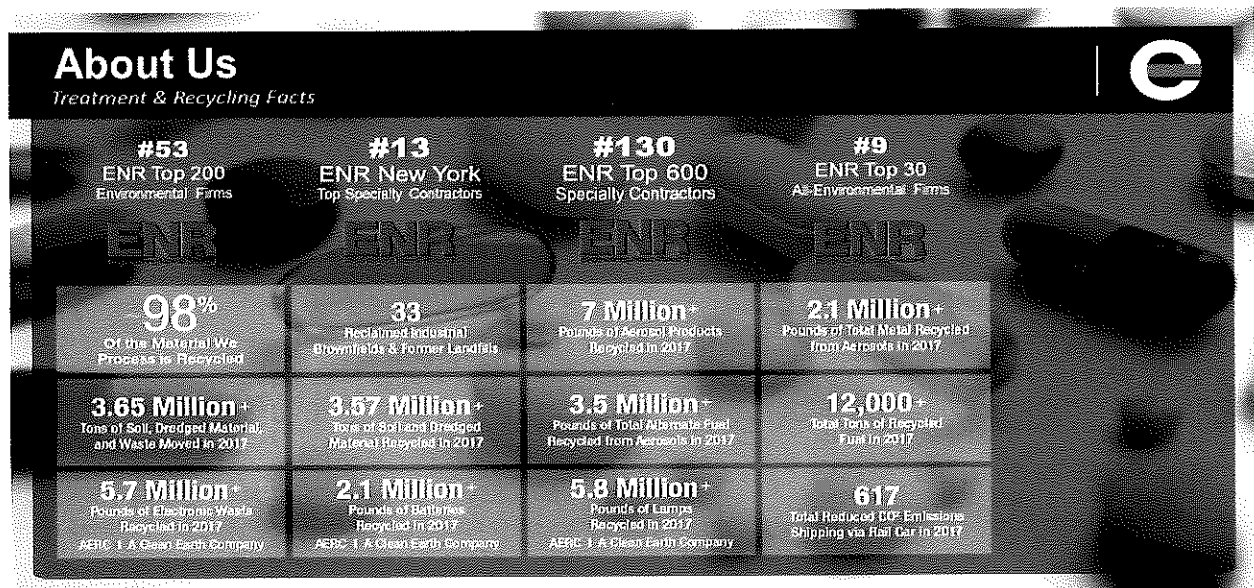
Company Description

Founded in 1990 and *headquartered* in Hatboro, PA, Clean Earth, Inc (CEI) generates more than \$211 million in annual revenue from servicing the major industry leaders throughout North America. With over 530 employees, located in more than 26 facilities across the country, CEI has operational size and geographic breadth to service all clients regardless of size or location. CEI assets, combined with our innovative, service-oriented management culture have elevated our organization to the industry leader in providing comprehensive environmental services to the Nation's leading organizations.

Clean Earth, Inc is one of the largest specialty waste companies in the United States providing remediation, disposal, recycling, and beneficial reuse solutions for contaminated soil, dredged material, and hazardous and non-hazardous waste. Our vast portfolio of technologies and services touches nearly every industry that generates waste including energy, infrastructure, commercial, industrial, retail, household hazardous waste, and healthcare markets.

It is our unique capability of providing a one-source, full-service solution to handle multiple waste streams from a single customer that separates us from the competition. Our processes are detailed, our due diligence is tireless, and our results provide unmatched recycling solutions for our customers with the utmost in customer service.

Everyday Clean Earth takes a hands-on, dedicated approach to recycling and beneficially reusing waste that would otherwise go into landfills. Allow our team of experts to provide a customized waste disposal and recycling solution for your company, tailored to your needs, and your goals.



Company Contact Information

Clean Earth of AL, Inc (CEA) is a wholly owned division of Clean Earth, Inc (CEI) headquartered at 334 South Warminster Road, Hatboro, PA 19040. CEI's Corporate Office phone number is (215) 734-1400 and fax is (215) 494-3685. The TSDF for this contract will be Clean Earth of AL, Inc 402 Webster Chapel Road, Glencoe, AL 35905. The CEA phone number is (256) 492-8340 and fax is (256) 492-1581.

Previous HHW Experience

The **HHW Services Group** is a distinct business line within CEI. It is responsible for all HHW, Conditionally Exempt Small Quantity Generator (CESQG) and Agricultural Pesticide management programs in the United States. These services are provided in close coordination with CEI's 7 permitted treatment and recycling facilities throughout North America.

As a full-service company, CEI provides management of household, small business and RCRA regulated wastes; consulting, remediation, transportation, engineering and lab services; as well as hazardous waste recycling, treatment, and processing. CEI places an especially strong emphasis on innovative recycling methods and alternatives to disposal. CEI's Household Hazardous Waste Program capabilities are highlighted below.

- Mobile Collection Events
- Permanent Facility Operations
- CESQG Programs
- Door-to-Door Collections
- Training
- Waste Management
- Electronics Collection & Recycling
- Transportation
- Program Planning
- Community Education/Outreach

In addition, CEI provides both RCRA and CERCLA regulated hazardous waste recycling, treatment and disposal services to many large and small industrial generators throughout the United States. CEI has invested extensive capital resources into hazardous waste recycling,

treatment, and reduction capabilities within our permitted facilities. The core of our business is in hazardous waste recycling and treatment, not disposal. **Over 70 percent of all materials received in our plants undergo some level of reduction, recycling or treatment.**

As the following information will detail, CEI offers comprehensive, cost-competitive services for all services and waste streams identified by the County's collection history.

CEI has years of experience servicing a wide range of HHW programs including temporary collection events and fixed HHW facilities. CEI feels that there are 5 critical areas that make any HHW program successful. The 5 areas are:

- 1. Transportation, Treatment, and Disposal**
- 2. Operations Staffing**
- 3. Training of County Staff**
- 4. Supply Purchase and Delivery**
- 5. Technical Assistance**

CEI has provided highlights to each of the 5 areas and how CEI can successfully fulfill each need.

1. Transportation, Treatment and Disposal – Scheduled or milk run pick up of waste from fixed facility operations for treatment and disposal. CEI can direct all materials to the most appropriate treatment available. CEI will use our fleet of vehicles to make wastes pickups as required at each event or any of the fixed facilities.

2. Operations Staffing – Provide CEI HHW specialists to assist with the sorting, identification and packaging of waste during operation, or on a scheduled basis (if needed). CEI's HHW specialist will be available, whether by phone or site visit, to assist all of the County personnel with any questions that may arise from materials that are received.

3. Training of County Staff – Provide basic training on HHW hazards, waste sorting, packaging, paperwork requirements, and Health & Safety. More specific topics can also be covered including lab packing protocol, testing and identification of unlabeled waste and transportation requirements. CEI will provide an 8-hour Refresher courses as needed.

4. Supply Purchase and Delivery – CEI can provide all required supplies for start-up and on-going facility operation including drums, absorbents, labels, unloading carts, safety equipment and other miscellaneous supplies and equipment needed. CEI will coordinate the supply delivery with the materials pick up to keep the amount of stored supplies at adequate levels.

5. Technical Assistance – For CEI customers, on-going questions and special requests can typically be handled over the phone by one of our HHW Specialists. As a CEI customer, we will support your operation with unlimited technical assistance as needed. As an additional service, CEI will prepare health/safety and operations plans in support of customer operations. All CEI HHW personnel are trained and have years of experience in all

aspects of managing HHW programs. The following information provides some of the basic training and experience that each CEI HHW possesses:

- **All of our HHW personnel are either 24 or 40 hour OSHA trained.**
- Many of our HHW personnel are degreed chemists.
- The minimum level of experience for CEI waste management personnel is two years.
- CEI provides a single point of contact for the County to make pickup request, material handling inquiries and for any other need that might arise.
- CEI lab pack technicians are trained in EPA and DOT regulations, specific packaging and transportation hazards, as well as basic first aid, and fire control, and the use of all personal protective equipment.

CEI provides a summary report of each event/pickup that details the types and amount of materials collected. This report also details the amount of materials managed by specific treatment technologies (i.e. fuel blend, incineration, and or recycle, etc.). Additionally, this report will identify any areas of concern or problems that may have occurred during the event. These reports are a valuable tool that can be used to help the County budget future activities.

CEI is a *service company* and work with all of our customers to ensure that their waste management program is customized to their specific needs, resulting in cost reductions and streamlined operations.



About Us
Size & Lines of Service

Size

- 26 Locations
- 530 Employees
- \$211mm Company

Lines of Service

- Hazardous Waste
- Non-Hazardous Waste
- Contaminated Soil
- Dredged Material
- Mining Operations

Industries We Serve

- Commercial
- Industrial
- Infrastructure
- Energy
- Healthcare
- Retail
- Military



Key Personnel

As a result of the close working relationship we develop with our customers, CEI understands the most important service any contractor can provide is the peace of mind that their program will run smoothly in every aspect. The most essential tools in providing this level of service are communication and trust. CEI has developed an organizational structure and management philosophy based on these parameters. The highlight of CEI HHW Services is the single point of contact structure. For this proposed effort, CEI would provide the Okaloosa County with a single point of contact, Kelby Neal, for all program-related issues.

CEI can provide HHW Specialists and Technicians to assist with the unloading, sorting, identification and packaging of waste during the event operation. These employees are familiar with mobile collection events and other program activities such as material reuse programs, CESQG, and electronics recycling.

Project Management Approach: Single Point of Contact

CEI will provide the County with a *dedicated contract representative*, Kelby Neal, as a *single point of contact* for all issues and concerns relating to the daily operations of the HHW program. All service requests may be directed to Kelby via office phone, cell phone, or email. Supporting Kelby and the needs of the County will be the CEI's service team as described below. The County may contact CEI's management team at any time, if desired. The single point of contact structure allows the County to focus on the overall advancement of the program by minimizing the time spent on scheduling shipments, addressing routine operational issues, and seeking technical assistance.

CEI's HHW Services management team and project managers participate in both statewide and national level HHW/CESQG conferences and information exchanges to stay abreast of changes in regulations and industry trends. Mr. Neal is an active member of a number of professional organizations such as the North American Hazardous Materials Management Association (NAHMMA) and the American Hazardous Materials Professionals (AHMP).

As part of CEI's effort of continuous improvement, it is our policy to participate in a continual review process. This includes regular employee evaluations, program overview meetings with our clients, performance review surveys (completed by our clients), and vendor performance review. CEI strongly encourages regular meetings and communication with our clients to address any concerns, performance issues, and ideas for program improvements.

CEI's dedication to the success of your program and our tireless efforts of continuous improvement allows CEI to stand out among our competitors. As demonstrated throughout our lengthy involvement with HHW programs, we have a vested interest in the growth and development of our clients' individual programs.

Key Staff Resume'

Kelby Neal, CHMM

Title: HHW Business Development Manager/Contract Administrator

Education: Bachelor's Degree of Science in Toxicology, Minor in Chemistry

Years of Experience: 23

Personal Summary: Mr. Neal has specialized in Household Hazardous Waste Collections Programs, Ag Chemical Collection Programs, Waste Management Technologies, Treatment methods and Disposal options, RCRA and DOT regulations. Mr. Neal is has been on the Board of Directors for the North American Hazardous Materials Management association since 2006 and was just recently elected to serve as the vice president.

Work Related Experience: Mr. Neal has extensive experience with AgChem and HHW Contract Management and Onsite Project management: Responsible for contract management, scheduling of equipment delivery, on site operations, and transportation scheduling. Has on site authority to implement contingency and emergency plans and enforce health and safety requirements for all personnel on the site. Supervises and reviews paperwork required for management of materials generated at collection site. Provides technical and facility support to Environmental Specialists and Technicians.

HHW Contract Experience: Dallas County Home Chemical Collection Program, City of Plano Permanent Collection Facility, City of Denton, TX Permanent Collection Facility, Oklahoma City HHW Collection Program, Midwest City, OK HHW Collection Program, City of Norman, OK Mobile collection, City of Wichita HHW Collection Program, Lincoln-Lancaster County Nebraska Mobile Collection Program, Illinois EPA Mobile Collection Program, Central Texas Council Of Government HHW Collection Program, Houston-Galveston Area Council of Government HHW Collection Program, City of Kerrville, TX, City of Lafayette, Baton Rouge, Ruston, Alexandria, Opelousas, Shreveport and Pineville Louisiana HHW Collection Program, State of Tennessee Mobile HHW Collection Program, Pennsylvania Department of Environmental Protection Statewide HHW Collection Program, Larimer County, Ft. Collins, CO HHW Collection Program, Weld County, Greeley, CO HHW Collection Program, and Mesa County, Grand Junction, CO HHW Collection Program.

Jimmy Brown

Title: HHW Program Manager

Years of Experience: 18

Personal Summary: 18 years Hazardous Waste Management Experience. Specializing in Waste Management Technologies, Treatment methods and Disposal options, RCRA and DOT regulations. Training in all levels of Personal Protective Equipment. Experienced with all facets of segregation, packaging, labeling, manifesting, transporting and disposal.

HHW Experience: HHW Program Manager: Responsible for site staffing requirements, assigning and scheduling staff, scheduling of equipment delivery, site set up, on site operations, transportation scheduling and site clean up. Has on site authority to implement contingency and emergency plans and enforce health and safety requirements for all

personnel on the site. Supervises and reviews paperwork required for management of materials generated at collection site. Provides technical and facility support to Environmental Specialists and Technicians.

HHW Contract Experience: Dallas County Home Chemical Collection Program, City of Plano Permanent Collection Facility, City of Denton, TX Permanent Collection Facility, City of Waco, TX Mobile Collection, City of College Station (BVSWMA), TX, North Central Texas Council of Government HHW Collection Program, Central Texas Council Of Government HHW Collection Program, City of Granger, TX Collection, Oklahoma City HHW Collection Program, Midwest City, OK HHW Collection Program, City of Norman, OK Mobile collection, City of Enid, OK, Lincoln Parish/Ruston, City of Alexandria, LA, Ouachita Parish/Monroe, LA, and Shreveport, LA.

Tim Lehmann

Title: Project Manager

Education: B.S. in Chemistry

Years of Experience: 24

Personal Summary: 24 years Hazardous Waste Management Experience. Specializing in Waste Management Technologies, Treatment methods and Disposal options, RCRA and DOT regulations. Training in all levels of Personal Protective Equipment. Experienced with all facets of segregation, packaging, labeling, manifesting, transporting and disposal.

HHW Experience: Site Supervisor: Responsible for site staffing requirements, assigning and scheduling staff, scheduling of equipment delivery, site set up, on site operations, transportation scheduling and site clean up. Has on site authority to implement contingency and emergency plans and enforce health and safety requirements for all personnel on the site. Supervises and reviews paperwork required for management of materials generated at collection site. Provides technical and facility support to Environmental Specialists and Technicians.

Project Manager: Oversees and assists in the unloading, packaging and sorting of materials. Perform QA/QC for lab packs, loose packs, and bulked drums. Responsible for screening for unacceptable items. Responsible for preparing waste for transport and loading vehicles.

Projects include: Tennessee State contract, Athens-Clark County (GA) collection event Facility supervisor Yakima County Moderate Risk Waste Facility (Yakima WA).

Patrick Gillespie

Title: Project Manager/ Field Chemist

Education: B.S. in Chemistry

Years of Experience: 26

Work Related Experience: Experience includes hazardous and non-hazardous waste processing and disposal. Responsibilities include day to day management of the warehouse, loading of materials for retail drivers, packing and unpacking lab packs or loose

packs. Training in RCRA and DOT regulations and all levels of personal protective equipment.

HHW Projects: Several HHW projects in Central Florida and the west coast of Florida. Several Earth Day Collection projects for a prominent company in Atlanta, GA.

Todd Nealey

Title: Field Chemist
Education: Bachelor's Degree in Environmental Health
Years of Experience: 12

Work Related Experience: Experience includes hazardous and non-hazardous waste processing and disposal. Extensive experience lab packing chemicals based on RCRA/DOT requirements. Responsibilities include day to day management of the Plant, QA/QC of incoming material, loading of materials for retail drivers. Training in RCRA and DOT regulations and all levels of personal protective equipment.

HHW/HHW Projects: Coca Cola Earth Day, Metropolitan College Earth Day, The University of Georgia, Mercer University, Emory University, Emory University Hospital Midtown, Cobb County (GA) school system, Dekalb County (GA) school system, Department of Veteran Affairs (Atlanta, Dublin, Augusta), EPA (Athens, Atlanta), Middle Tennessee State University, Tennessee Tech, Athens/Clark County (GA) school system, Faulkner University, Quest Diagnostics, Tennessee Department of Agriculture, University of Tennessee Space Institute, Forsyth County (GA) school systems, Northside Hospital system, WellStar Hospital system, Novelis, Atlantic Steel, Birmingham Steel, Fort Valley State University, Florida State University.

2. REQUIRED SUBMITTAL DOCUMENTATION

Equipment List

CEA maintains various pieces of equipment to support the County in meeting their waste management efforts.

CEA Support Equipment	
6 – Diesel tractors	5 - Bulk tanker trailers
6 – 24' Box trucks	20 – 48' to 53' Vans

If additional equipment is required, due to unusual spikes in volumes, CEA will pull resources from one of our neighboring facilities to meet the demand. CEA operates thousands of pieces of equipment across North America and will dedicate the resources to the City project as needed.

HHW Equipment List for Standard Event			
55 GALLON DRUMS	VISQUEEN ROLLS	FIRE EXTINGUISHERS	TAPE - ROLLS
PALLETS	CARTS	DECON POOL(in poly tub)	PALLET JACK

CYB'S WITH LINERS	TENTS - 20 X 30	DECON KIT(3 PAILS/SOAP)	LABELS - KITS
CLAY	OIL PADS - 100	FIRST AID KIT	UNKNOWN KIT
BUCKETS WITH LIDS	BLK PADS - 100	BLK GLOVES	ZIP BAGS
30 GALLON DRUMS	SHOVELS	NITRILE GLOVE M, XL	RAGS
85 GALLON OVERPACKS	BROOMS	LEATHER GLOVE	SPRAY PAINT
4' and 8' Light Bulb Box	TRASH BAGS	BOOT COVERS	ADHESIVE
VERMICULITE	DRUM LINERS	TYVEK - M, L, XL,2X	SHRINK WRAP
TOOLS	BOOMS	SIGNS	COOLER/CUPS
PAINT KEYS	FUNNEL	CARTRIDGES	TABLES
CONES	PAINT TREES	GLASSES	PAPER TOWELS
EYEWASH STATION	DRUM DOLLEY	SLEEVES	6 MIL VINYL APRONS

Contractor Training/County Transition Plan

Below is an outline of the county transition and training.

Procedures

Early in the transition process, Clean Earth will work with the County to ensure the following:

- Hold initial meeting
- Prepare transition schedule
- Review required documents (insurance, bond, license, and permits) to be submitted
- Exchange County and contractor contact information
- Prepare staffing plan and compile training documents
- Submit summary of waste profiles to be completed (by contractor) for County approval

Operational Steps

Some of the operational steps that Clean Earth will ensure include:

- Prepare training schedule for proposed staff regarding contract requirements and County procedures
- Complete site-specific health/safety plans and operational plans and provide training on both plans for contractors' staff
- Work with existing contractor on timeline of transition to ensure uninterrupted service
- Perform a site walk prior to start-up with customer to review site conditions
- Document any housekeeping issues

After site conditions are agreed upon, Clean Earth operations staff will prepare the site for the collection event, including:

- Securing visqueen in hot zone
- Setting up tables and bulking areas
- Lining trash bins
- Placing fire extinguishers, eye wash, decontamination station, airhorns, and wind indicators

- Posting site layout and hospital map
- Setting up signs, traffic cones, and spill mitigation materials

The County will have the opportunity to review the set-up prior to operations and work with the Project Manager to make any necessary changes.

Technical Approach

At a high level, our technical approach covers the following:

- Review current packaging protocols with the County
- Provide training for any new staff on TSD requirements, profiling, shipping, and recordkeeping on the County's database reporting system
- Create waste profiles and submit to the County
- Review any additional waste/service requirements or needs of the County and provide a plan to accomplish tasks

Milestones

Our transition schedule will be maintained and updated as tasks are completed to ensure each milestone is completed on time. This schedule will be reviewed weekly or as necessary by the project team. A transition schedule example is provided below. This schedule is a fluid document and is consistently updated to reflect the diversity of our customers and the changing need of the program.

Potential Challenges

Every program has its own unique challenges. Clean Earth HHW staff have vast experience with many dynamic programs and have managed a variety of unanticipated events. Each new set of obstacles has also provided us the ability to learn from the experience and made our team better prepared to meet our customers' changing needs. We have an enthusiastic team, always looking for proactive ways to address issues before they become problems. We feel confident in our ability to work through and overcome any challenges with minimal effect on the program operations.

Phasing-in Plan

Clean Earth recognizes there are costs for change, and often a learning curve for both the customer and our own staff. In recognition of these associated costs, Clean Earth will dedicate one operations staff and one contract administrator to be available and on call to ensure a seamless transition of contractors for the first 30 days of the start-up. We are confident this approach provides the County with additional assurances of our level of commitment both to our customers and their programs success.

Transition Schedule (Sample)

Task	Staff/ Group	Due Date	Date Complete	Approval Date	Comments
Initial meeting with County staff and contractor	Service Team				
Provide staffing summary	Project Mgmt.				
Provide Contractor Contacts					
Review and update transition schedule					
Required documents summary					
Documentation Needed					
Operations Plan					
Training Documentation					
Insurance					
Health and Safety Plan to including contingency plan					

Business License

CEA is registered with the State of Florida as a Foreign Profit Corporation. Document # F16000003826. A copy from SunBiz.org is in Attachment B.

License

A copy of CEA's EPA and DOT permit are in Attachment C.

Notices of Violation

The chart below includes the Notices of Violation by the ADEM for the past 5 years. There were no violations in 2013 and 2014.

Facility Compliance History				
Clean Earth of Alabama				
EPA ID# ALD 981 020 894				
492 Webster Chapel Road				
Glencoe, AL 35905				
Date Issued	Issuing Agency	Description	Comments/Dispenses	Notice of Penalty Assessment
3/27/2018	ADEM + EPA Region 4	ADEM issued an Admin. Order for violations from the joint inspection on 2/27/18 as well as for NOV's from the 12/19/17 ADEM inspection. Additionally postponing the issuance of the final permit MOD.	Consent Order issued, requires 30 day Public Notice period from 6/01-6/30/2018	Admin Order Proposed \$13,750
12/19/2017	ADEM	Failure to note the number and capacity of hazardous waste containers present on the weekly inspection logs. Stored ten (10) containers of hazardous waste for greater than one year.	All containers were shipped off site for disposal and the inspection log was revised to record the container inventory on a weekly basis. Corrections Adequate Letter received from ADEM on 1/23/18	Abated - No Penalty
3/16/2017	ADEM	NOV issued for failure to register the facility for the eDMR program ADEM Admin Code 335-6-1-.04. Registration required within 30 days of receipt of notice	Submitted 3/30/17.	Abated - No Penalty
8/19/2015	ADEM	Inspection - areas of concern 1) only 1 hazardous waste label was attached to entire pallet of hazardous waste containers, should be on individual boxes 2) dispersion vats and mixing ribs did not have cover, roof, or closed vent system (liquid processing area) 3) one 55 gallon drum was not marked with accumulation start date (solids processing area)	Corrected. Trained all plant personnel on the proper labeling and staging of Satellite accumulation drums, response to warning letter adequately addressed the areas of noncompliance.	Abated - No Penalty

3. COMPLETE BID FORMS

Respondent's Acknowledgement

Drug-Free Workplace Certificate

Conflict of Interest Disclosure Form

Federal E-Verify Compliance Certificate with E-Verify number.

Cone of Silence Clause

Recycled Content Form

Indemnification and Hold Harmless

Certificate Regarding Lobbying

Company Data

System for Award Management

Addendum Acknowledgement

Anti-Collusion Statement

Certificate Regarding Debarment

Vendor on Scrutinized Companies

Exhibit B-General Grant Funding Special Proposal Conditions

4. REFERENCES

Qualification of Bidder and HHW References

We are confident that CEI has both the specific experience and corporate qualifications necessary to successfully service the County's HHW program. CEI strongly encourages you to

contact the following references to confirm Mr. Neal's excellence in all aspects of HHW collection service and operation. All of the references listed below should satisfy this requirement. Also, Clean Earth has started servicing Lee County and Seminole County.

Lee County Solid Waste

Company's Name	
Description of Services	Waste Disposal from the permanent collection facility
Contract Amount	\$200,000
Contract Start and End	Clean Earth just started this contract June 2019
Name of Contact	Earnest Outlaw
Title of Contact	Household Chemical Waste Supervisor
Present Address	6441 Topaz Court
City, State, Zip Code	Fort Myers, FL 33966
Telephone Number	(239) 533-8000

Seminole County

Company's Name	
Description of Services	Waste Disposal from the permanent collection facility
Contract Amount	\$50,000
Contract Start and End	Clean Earth just started this contract June 2019
Name of Contact	Hector Valle
Title of Contact	Environmental Programs Manager
Present Address	1950 S.R. 419
City, State, Zip Code	Longwood, FL 32750
Telephone Number	(407) 665-2261

Brevard County

Company's Name	
Description of Services	Universal Waste with AERC a Clean Earth Company
Contract Amount	\$20,000
Contract Start and End	AERC a Clean Earth Company has been providing service to the county since 2002
Name of Contact	Rita Perini
Title of Contact	HHW Program
Present Address	3379 Sarno Road
City, State, Zip Code	Melbourne, FL 32940
Telephone Number	(321) 635-7654

Palm Beach County

Company's Name	
Description of Services	Universal Waste with AERC a Clean Earth Company
Contract Amount	\$20,000
Contract Start and End	AERC a Clean Earth Company has been providing service to the county since 2002
Name of Contact	Anne Meador
Title of Contact	HHW Program
Present Address	1400 North Florida Mango Road
City, State, Zip Code	West Palm Beach, FL 33409

Telephone Number	(561) 684-5142
Company's Name	Pinellas County School Board
Description of Services	Universal Waste with AERC a Clean Earth Company
Contract Amount	\$10,000
Contract Start and End	AERC a Clean Earth Company has been providing service to the county since 2001
Name of Contact	Timothy Caughey
Title of Contact	Maintenance
Present Address	6940 70 th Avenue North
City, State, Zip Code	Pinellas Park, FL 33781
Telephone Number	(727) 638-2119

Company's Name	Lyon County, KY
Description of Services	Mobile Collection Event
Contract Amount	\$10,000
Contract Start and End	2015 to present
Name of Contact	Krista Grigg
Title of Contact	Program Manager
Present Address	P.O. Box 598
City, State, Zip Code	Eddyville, KY 42038
Telephone Number	(270) 388-7311

Company's Name	City of Calvert, KY
Description of Services	Mobile Collection Event
Contract Amount	\$10,000
Contract Start and End	2014 to present
Name of Contact	John Ward
Title of Contact	Program Manager
Present Address	861 East 5 th Ave
City, State, Zip Code	Calvert City, KY 42029
Telephone Number	(270) 395-7138

Company's Name	City of Paducah, McCracken County, KY
Description of Services	Mobile Collection Event
Contract Amount	\$30,000
Contract Start and End	2004 to present
Name of Contact	Pam Souder
Title of Contact	Program Manager
Present Address	P.O. Box 2267
City, State, Zip Code	Paducah, KY 42002
Telephone Number	(270) 444-8511

Company's Name **Dallas County Household Hazardous Waste**

	Program
Description of Services	Complete management of their permanent collection facility
Contract Amount	~\$1,000,000
Contract Start and End	Mr. Neal won this contract for PSC in 2011. Stericycle purchased PSC and still has this contract.
Name of Contact	Earle Blakney
Title of Contact	Program Manager
Present Address	11234 Plano Road
City, State, Zip Code	Dallas, TX 75243
Telephone Number	(214) 553-1765 x 6594

	Angelina Beautiful/Clean
Description of Services	Mobile collection event annually with up to 600 cars
Contract Amount	\$30,000
Contract Start and End	Mr. Neal started this program in 2009. He continues to retain the contract and will provided services for an event on March 2, 2019.
Name of Contact	Jennifer La Corte
Title of Contact	Executive Director
Present Address	1615 South Chestnut
City, State, Zip Code	Lufkin, TX 75901
Telephone Number	(936) 632-5326

	Ouachita Parish Police Jury
Description of Services	Mobile collection event annually with up to 600 cars
Contract Amount	\$30,000
Contract Start and End	Mr. Neal started this program in 2009. He continues to retain the contract and will provided services for an event on March 16, 2019.
Name of Contact	Wayne Heckford
Title of Contact	Sheriff Deputy
Present Address	400 Saint John Street
City, State, Zip Code	Monroe, LA 71201
Telephone Number	(318) 327-1340

5. INSURANCE

An example of CEI's insurance certificate is following in Attachment D.

6. ADDENDA

The following addendum have been received. See Attachment A.

Addendum 1 posted June 28, 2019 and 2 posted July 1, 2019 were received. We are only including the front page to reduce the amount of paper for our submittal.

7. ADDITIONAL DOCUMENTATION

A. Documentation of Facility

Clean Earth, Inc will use company owned transportation resources to service the HHW Program for Okaloosa County.

CEA is a fully permitted TSDf and hazardous waste transporter located in Glencoe, AL. All materials collected and packaged at the County's HHW collection facilities or event shall be manifested and transported to a CEI owned and operated facility. General information for the disposal facilities is listed in the table below. AERC in West Melbourne, FL is a Clean Earth owned facility and will provide support for the program. This is a permitted TSDf and will be used as a 10-day for the program.

Facility Address	EPA I.D. #	Phone #	Facility Description
Clean Earth of Alabama (CEA) 402 Webster Chapel Road Glencoe, AL 35905	ALD981020894	256-492-9156 John Black, General Manager	RCRA Part B permitted Treatment, Storage and Disposal facility with a total storage capacity of 266,834 gallons (tanks and containers) 3,215 containers. This facility has the capabilities to solidify non-hazardous waste, fuel blending, bulk solid transfer, and shredding of pharmaceutical waste. Provides consolidation of both liquid and solid lab packs for treatment and incineration, consolidation of loose pack flammables, and bulking or consolidation of other wastes for further treatment or disposal.
Recycling Facility Address	EPA I.D. #	Phone #	Facility Description
Amazon Environmental, Inc. 1732 Terrace Dr. Roseville, MN 55113	MNR000070920	(651) 636-5486	Latex Paint Recycling
Aaron Oil Company, Inc 11 N. Water Street Ste 14250 Mobile, AL 36602	ALD983180233	(251) 479-1616 Facility Manager	Motor Oil and Antifreeze Recycling
LEI Hammond, Inc 46257 Morris Road Hammond, LA 70401	LA0000365668	(985) 345-4356 Facility Manager	PCB Ballasts, Mercury, Fluorescent Bulb, and battery Recycling
Sanders Lead Company, Inc 100 Sanders Road Troy, AL 36081	ALD046481032	(334) 566-1563 Facility Manager	Lead Acid Battery Recycling
Treatment Facility Address	EPA I.D. #	Phone #	Facility Description

AES Asset Acquisition Corp. a Clean Earth Company 1689 Shar-Cal Road Calvert City, KY 42029	KYD985073196	(270) 395-0504 Facility Manager	RCRA Part B permitted transfer, storage, and disposal facility that accepts hazardous and non-hazardous waste. This facility performs chemical fixation (or stabilization) of RCRA hazardous waste, solidification of non-hazardous waste, fuel blending, and bulk solid transfer
Fuel Blending			
Facility Address	EPA I.D. #	Phone #	Facility Description
Greencastle WDF 3301 South County Rd 150 West Greencastle, IN 46135	IND006419212	(765) 653-9766 Facility Manager	Cement Kiln
Lone Star Industries 2425 Sprigg Street Cape Girardeau, MO 63701	MOD981127319	(573) 335-2083 Facility Manager	Cement Kiln
Geocycle, LLC 2175 Gardner Blvd Holly Hill, SC 29059	SCD003368891	(803) 496-1471 Facility Manager	Cement Kiln
RCRA Incineration			
Facility Address	EPA I.D. #	Phone #	Facility Description
Clean Harbors 309 American Circle El Dorado, AR 71602	ARD069748192	(870) 863-7173 Facility Manager	RCRA Incineration
Heritage-WTI Inc. 1250 Saint George St East Liverpool, OH 43920	OHD980613541	(330) 385-7337 Facility Manager	RCRA Incineration
Ross Incineration Services 36790 Giles Rd Grafton, OH 44044	OHD048415665	(440) 748-5800 Facility Manager	RCRA Incineration
Landfill Facility			
Address	EPA I.D. #	Phone #	Facility Description
US Ecology Texas, LP 3.5 mile South on Petronila Road Robstown, TX 78380	TXD069452340	(800) 242-3209	RCRA Landfill
US Ecology Michigan Disposal Waste Treatment 49350 N. I-94 Service Drive Belleville, MI 48111	MID000724831	(800) 592-5489	RCRA Landfill

A. Attachment A- Required Bid Documents and Addendums

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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 quote 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 quote, 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, Florida Statutes, 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, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is 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 this statement, I certify that this firm complies fully with the above requirements.

DATE: 7-3-19

COMPANY: Clean Earth of Alabama, Inc

ADDRESS: 402 Webster Chapel Road
Glencoe, AL 35905

PHONE NO.: 256-492-8340

SIGNATURE: 

NAME: Jeff Saal
(Typed or Printed)

TITLE: VP of Sales- Haz

E-MAIL: jsaal@cleanearthinc.com

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all respondents, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES _____

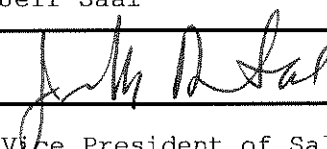
NO _____

NAME(S)

POSITION(S)

FIRM NAME: Clean Earth of Alabama, Inc

BY (PRINTED): Jeff Saal

BY (SIGNATURE): 

TITLE: Vice President of Sales-Haz

ADDRESS: 402 Webster Chapel Road

Glencoe, AL 35905

PHONE NO. 256-492-8340

E-MAIL jsaal@cleaneearthinc.com

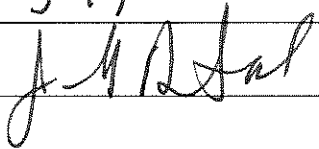
DATE 7-3-19

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contact to likewise utilize the U.S. Department of Homeland Securities E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: 7-3-19

SIGNATURE: 

COMPANY: Clean Earth of Alabama, Inc

NAME: Jeff Saal

ADDRESS: 402 Webster Chapel Road

TITLE: Vice President of Sales-Haz

E-MAIL: jsaal@cleaneearthinc.com

PHONE NO.: 256-492-8340

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the Clean Earth Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

CONE OF SILENCE CLAUSE

The Board of County Commissioners have established a solicitation silence policy (**Cone of Silence**) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County's Architect, Engineer or their sub-consultants, or anyone designated to provide a recommendation to award a particular contract, other than the Purchasing Department Staff..

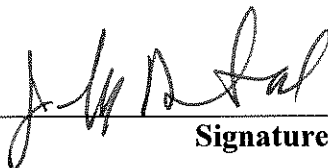
The period commences from the time of advertisement until contract award.

When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective respondents and members of the Board of County Commissioners, the County Administrator, county employees or members of the Board Approved Review Committee. All questions or requests for information regarding the solicitation **MUST** be directed to the designated Purchasing Representative listed in the solicitation.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Director or an appointed representative. It shall be the Purchasing Director decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the respondent from consideration during the selection process.

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

I  representing Clean Earth of Alabama, Inc
Signature Company Name

On this 3rd day of JULY 2019 hereby agree to abide by the County's "**Cone of Silence Clause**" and understand violation of this policy shall result in disqualification of my proposal/submittal.

RECYCLED CONTENT FORM

RECYCLED CONTENT INFORMATION

1. Is the material in the above: _____ or Recycled (Check the applicable blank). If
Virgin _____ recycled,
what _____
percentage 100 %.

Product Description: Reconditioned metal or poly drums.

2. Is your product packaged and/or shipped in material containing recycled content?

Yes _____ No _____

Specify: NA

3. Is your product recyclable after it has reached its intended end use?

Yes _____ No _____

Specify: _____

The above is not applicable if there is only a personal service involved with no product involvement.

Name of Respondent: Clean Earth of Alabama, Inc

E-Mail: jtaal@cleaneearthinc.com or kneal@cleaneearthinc.com for Kelby Neal

INDEMNIFICATION AND HOLD HARMLESS

Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this Agreement.

Clean Earth of Alabama, Inc

Respondent's Company Name
402 Webster Chapel Road
Glencoe, AL 35905

Physical Address

Same

Mailing Address

256-492-8340

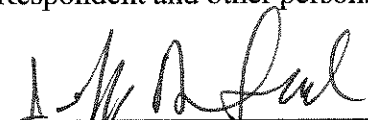
Phone Number

412-389-9554

Cellular Number

7-3-19

Date



Authorized Signature – Manual

Jeff Saal

Authorized Signature – Typed

Vice President of Sales-Haz

Title

256-492-1581

FAX Number

412-389-9554

After-Hours Number(s)

jsaal@cleaneearthinc.com

Email Address

LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

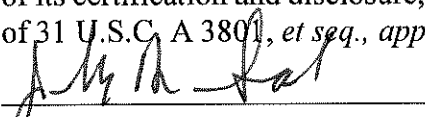
The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal 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 an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1) -(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, Clean Earth of AL, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.



Jeff Saal, VP of Sales-Haz Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official
7-3-19 Date

COMPANY DATA

Respondent's Company Name: Clean Earth of Alabama, Inc

Physical Address & Phone #: 402 Webster Chapel Road
Glencoe, AL 35905

Contact Person (Typed-Printed): Kelby Neal

Phone #: 318-396-5584

Cell #: 318-557-7739

Federal ID or SS #: 81-5137592

DUNNS #: 85-858-1903

Respondent's License #: ALD981020894

Fax #: 256-492-1581

Emergency #'s After Hours,
Weekends & Holidays: 318-557-7739

Email Address: kneal@cleanearthinc.com

SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

“Registered in the System for Award Management (SAM) database” means that.

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company Physical Street Address, City, State, and Zip Code.
- (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov> .

Offerors SAM information:

Entity Name:	Clean Earth, Inc
Entity Address:	334 South Warminster Road, Hatboro, PA 19040
Duns Number:	85-858-1903
CAGE Code:	1QMT8

ADDENDUM ACKNOWLEDGEMENT

ITB PW 67-19

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

<u>ADDENDUM NO.</u>	<u>DATE</u>
Addendum 1	June 28, 2019
Addendum 2	July 1, 2019

NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.



ADDENDUM 1

ITB PW 67-19 - Haz-Waste Services

JUNE 28, 2019

This addendum is to provide an updated bid sheet with exact quantities to bid and answer questions asked by potential vendors.

1. Do you have pricing for the aerial flares?

Signal Flares	\$9.91/pound
Aerial Flares	\$9.91/pound
Scratch Top Flares	\$6.36/pound
2. On the waste description, beside "Oil based paints", it asks for 55 gal or cyb with an estimated quantity of 40-50. Which container size do you want me to bid? There is a huge price difference between the two. 50% of each size
3. On the waste description, beside "Latex paint loose packs", it asks for 55 gal or cyb with an estimated quantity of 50-100. Which container size do you want me to bid? There is a huge price difference between the two. 50% of each size
4. Can I get a copy of the last two manifests and pricing? See attached for manifests and invoicing for the last 12 months.
5. On page 4 of the ITB it states that the contractor must own and operate a RCRA permitted Part B TSDF. Understanding the reason and importance behind this requirement, I would like to ask if that requirement could be rephrased requiring all wastes to me manifested and received by a RCRA permitted Part B TSDF rather than requiring the successful vendor to own and operate said TSDF. This would have the same effect as original requirement without unnecessarily restricting competition. We will not be making any changes to the ITB language at this time.
6. Is this service required at the collection facility and/or at all the mobile collection events as well? Only at Permanent Facility in Fort Walton Beach

7. How often has the "Spent Methamphetamine One-Pots" been shipped? Maybe once in past five years.
8. Has analytical for unknown samples ever been requested? No.
9. How many cars typically attend the collection events? See attached. Do you have a summary of collection events that you can share? See attached for FY 18 (not affected by Hurricane Michael)
10. How often is labor requested to work at the collection facilities? We have never requested augmentation for work at Permanent facility other than having Chemist and Tech pack materials that we do not have expertise to do in conjunction with an outgoing shipment.
11. Can a price per pound be provided for the light bulbs instead of by the each? This saves everyone a tremendous amount of time counting bulbs. And then the bulbs break as well. Yes, but only as an alternate pricing in addition to "each."
12. What type of reactive cylinders have been shipped in the past? Don't recall.
13. On the second page of the pricing Flammable Liquid Drums 15 gal and 20 gal is listed. Is this bulk or loose pack? Lab pack.
14. Can you provide the pricing pages in an Excel format? Not at this time.
15. The below clause will be added to the contract:

AUTHORITY TO PIGGYBACK - All respondents submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all governmental agencies under the same conditions, for the same contract price, and for the same effective period as this bid, should the respondent feel it is in their best interest to do so.

Each governmental agency desiring to accept these bids and make an award thereof shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and Okaloosa County assumes no liability by virtue of this bid.

This agreement in no way restricts or interferes with the right of any governmental agency to bid any or all items.

16. What are the "Firm Fixed Commission Fees" in Section 15 that vendors must pay to the County? This should be omitted and does not pertain to this ITB.
17. A "Bid Security" is mentioned in Sections 4, 5 and 6, but nowhere else in the document. Is a bid security required? There will be a 5% bid bond required. If the answer to #2 is yes, how much and to what name should the bid security be issued? Cashier's check or bid bond
18. How often is support labor requested and how many are generally requested of each job title at a time? Historically, never, but we want set pricing in place if we ever need this

service. Sometimes we have a chemist and technician support a cleanout at our facility when it is waste that we don't manage.

19. To cover support labor travel time, will the successful bidder invoice the hourly rate portal-to-portal, or charge the Mobile Collection Event mobilization fee? Travel time should be "portal to portal"
20. How often does the OCHHWF ship drums/containers of waste off-site for disposal (example – monthly, twice/month, etc.)? Every two months.
21. What is the average number of drums and cubic yard boxes per shipment? 90 drum spaces: 10 – 12 boxes and 42-50 drums (palletized and banded)
22. What supplies and equipment does the County provide and what must be provided by the Contractor? Contractor provides everything to collect and package materials on site. Typically, the host county provides dumpster for discards/trash and a forklift.
23. Does the Contractor need to provide restroom facilities at each event? No
24. What are your staff requirements at each event? What job titles and how many of each does your existing vendor provide at each event? Averages one Chemist and five Technicians per event (some more some less)
25. What day(s) of the week are the events held? Typically Saturdays (October/November/March/April); we may schedule a couple of small collection or shed cleanouts on a Friday before a Saturday event occasionally.
26. Do you hold multiple events on the same day and at the same time, but in different locations? One county has twice a year collections in two locations: North County, South County.
27. At the end of each event, are all drums and cubic yard boxes manifested and shipped to the Contractor's TSD? Yes
28. If partial drums/cubic yard boxes are transported to the OCHHWCF after each event, who performs the transport—the County or the Contractor? Okaloosa's call, but partials may be left on site for the next event in the respective county.
29. Regarding latex paint in roll off containers, are roll offs only used at mobile collection events? Yes, as needed based on historical information If no, then:
 - a. Does the Contractor provide a roll off container full time at the OCHHWF or as needed? NA
 - b. Which bin size is used at the OCHHWF—the 20 cubic yard or the 30 cubic yard? NA
 - c. How often is the roll off bin swapped out? NA

30. The County's website states that after it is bulked into 55-gallon drums, latex paint is sent to a facility in Charleston, SC and reused in a roofing system. Dated information; no longer applicable.
- a. Is this part of the contract too or does the County manage this program through a separate agreement? NA
 - b. Does your current vendor transport the latex paint drums to the reuse facility in Charleston, SC? NA
 - c. How much latex paint will the Successful Bidder dispose and how much will be reused for Roof Healer? NA
31. Oil-Based Paints and Latex Paint Loose Packs both have 2 container sizes listed on a single row. There is only enough space to fill in a single Unit Price. If we provide 55-gal rates on the Form and cubic yard box (CYB) rates on an addendum, is it acceptable to make a notation on the Bid Form indicating what we have done? Change in bid tabulation sheet provides for a specific quantity of 55 gal drums and a specific number of CY boxes
32. The last row on the Bid Form is for Total Bid Amount. However, the only columns to fill in are Disposal Method and Unit Price. Is the Total Bid Amount the sum of all Unit Prices? Think this has been addressed in the updated Bid Tab Sheet by adding number of hours for labor activities as well as quantities for supplies.
- a. If no, where should extended amounts for each line item be entered, and how do we determine an extended amount for all the line items that have a range of quantities? (base on lowest number? Highest number? Average?)
 - b. If no, do we apply the entire quantity to 55-gal drums for Oil-Based Paints and Latex Paint Loose Packs?
32. For compliance reasons, we are unable to accept Lead Acid Batteries in CYBs. May we price these per pallet instead? Yes.
34. Will the respective County's law enforcement be listed as the generator? No.
35. Will the Contractor pick these up from an Authorized Central Storage (ACS) container in the County? No If no, where? From the County's permanent facility.
36. Will these be rendered non-retrievable/inert per the DEA's Red Book by law enforcement prior to pick-up? Never shipped before, but needed set pricing just in case. We would expect Contractor to perform the task of rendering non-retrievable/inert.
37. How will these be packed? (For example, a 30-gal drum containing pails of one-pots encapsulated in concrete, etc.) That will be up to the contractor to package for shipment. Again, we have never ship any.

Proposals due date remains unchanged and is scheduled for: **July 10, 2019 at 3:15 P.M.**



ADDENDUM 2

ITB PW 67-19 - Haz-Waste Services

JULY 1, 2019

This addendum is to provide an updated bid sheet.

See attached for updated bid sheet which now includes a total amount column.

Proposals due date remains unchanged and is scheduled for: **July 10, 2019 at 3:15 P.M.**

Bid Form Haz-Waste Services PW 67-19 UPDATED** USE THIS WHEN PLACING YOUR BID***					
Waste Description	Cont. Size	Estimated Quantity	Disposal Method	Unit Cost	Total Amount
Bulked Material	55 gal drum				
Non-Regulated Material, Latex Paint	55 gal drum	200	Waste to Energy	\$65.00	\$13,000.00
Waste Paint Related Material 10% - 50% sludge	55 gal drum	50	Fuel Blending	\$150.00	\$7,500.00
Waste Corrosive Liquids	55 gal drum	35	Treatment	\$140.00	\$4,900.00
Hazardous Waste Liquids (Photographic Fixer)	55 gal drum	5	Treatment	\$140.00	\$700.00
Pesticides, Liquid, Toxic	55 gal drum	10	Incineration	\$150.00	\$1,500.00
Inventoried Lab Pack Material					
Pesticides, Liquid, Toxic, Flammable	55 gal drum	25	Incineration	\$200.00	\$5,000.00
Pesticides, Solid, Toxic	55 gal drum	25	Incineration	\$200.00	\$5,000.00
Flammable liquids, n.o.s	55 gal drum	15	Fuel Blending	\$95.00	\$1,425.00
Flammable liquids halogenated	55 gal drum	5	Fuel Blending	\$95.00	\$475.00
Flammable liquids, n.o.s.	5 gal pail	20	Fuel Blending	\$50.00	\$1,000.00
Arsenic Compounds, Solid	5 gal pail	5	Incineration	\$50.00	\$250.00
Arsenic Compounds, Liquid	5 gal pail	5	Incineration	\$50.00	\$250.00
Cyanides, Inorganic, Solid	5 gal pail	3	Incineration	\$50.00	\$150.00
Organic Peroxide, Liquid	5 gal pail	15	Incineration	\$50.00	\$750.00
Oxidizing Solid	5 gal pail	20	Treatment	\$50.00	\$1,000.00
Oxidizing Liquid	5 gal pail	20	Treatment	\$50.00	\$1,000.00
Water Reactive Solid	5 gal pail	5	Incineration	\$75.00	\$375.00
Toxic Liquids, Organic	5 gal pail	12	Incineration	\$50.00	\$600.00
Toxic Solids, Organic	5 gal pail	12	Incineration	\$50.00	\$600.00
Toxic Solids, Mercury-Containing	5 gal pail	5	Incineration	\$200.00	\$1,000.00
Toxic Liquids, Mercury-Containing	5 gal pail	5	Incineration	\$200.00	\$1,000.00
Corrosives: Acids	55 gal drum	5	Treatment	\$140.00	\$700.00
Corrosives: Bases	55 gal drum	5	Treatment	\$140.00	\$700.00
Non-Inventoried Loose Pack Material					
Metal Hydroxides, caustic	55 gal drum	2	Treatment	\$140.00	\$280.00
Flammable solids	55 gal drum	30	Fuel Blending	\$140.00	\$4,200.00
Oil-based paints	55 gal	40	Fuel Blending	\$125.00	\$5,000.00
	CY box	20	Fuel Blending	\$375.00	\$7,500.00
Latex paints	20 Cubic yards	8	Waste to Energy	\$1,500.00	\$12,000.00
Epoxies and Resins	Cubic yard box	10	Fuel Blending	\$375.00	\$3,750.00
Non-Regulated Material, Grease	55 gal drum	3	Waste to Energy	\$150.00	\$450.00
Roofing Tar	Cubic yard box	10	Fuel Blending	\$375.00	\$3,750.00
Flammable liquids, n.o.s	55 gal drum	40	Fuel Blending	\$120.00	\$4,800.00
Aerosol cans, flammable	55 gal drum	40	Fuel Blending	\$140.00	\$5,600.00
Small aerosols (usually capsaicin)	5 gal pail	3	FB or Incin	\$50.00	\$150.00
Oxidizing Solid, Corrosive	55 gal drum	5	Treatment	\$330.00	\$1,650.00
Spent Methamphetamine One-Pots	30 gal drum	2	Incineration	\$120.00	\$240.00
Dilute Aqueous Pesticides	55 gal drum	5	Waste to Energy	\$200.00	\$1,000.00
Muriatic Acid	55 gal drum	15	Treatment	\$140.00	\$2,100.00
Identification of Unknowns					
Solid sample (finger print)	each	15		\$0.00	\$0.00
Liquid sample (finger print)	each	15		\$0.00	\$0.00
Transportation of Drums at Facility		12		\$1,500.00	\$18,000.00
Mobile Collection Event Rates					
Mobilization/Transportation	per event	15		\$3,600.00	\$54,000.00
Field Chemist Labor	per hour	100		\$45.00	\$4,500.00
Field Technician Labor	per hour	400		\$35.00	\$14,000.00

Bid Form Haz Waste Services PW 67-19					
Waste Description	Cont. Size	Estimated Quantity	Disposal Method	Unit Cost	Extended Amount
Supplies: 55-gallon drums	per drum	400		30.00	\$12,000.00
Supplies: 30-gallon drums	per drum	50		\$40.00	\$2,000.00
Supplies: 5-gallon pails	per pail	50		\$10.00	\$500.00
Supplies: Vermiculite	per bag	100		\$35.00	\$3,500.00
Facility Labor: Monday through Friday Technician	per hour	40		\$35.00	\$1,400.00
Facility Labor: Weekend Technician	per hour	10		\$35.00	\$350.00
Facility Labor: Monday through Friday Chemist	per hour	40		\$45.00	\$1,800.00
Facility Labor: Weekend Chemist	per hour	10		\$45.00	\$450.00
Personnel Protective Equipment	per man per day			\$30.00	\$30.00
Additional Materials					
Dry Chlorinators lab packs	55 gal drum	15	Treatment	\$350.00	\$5,250.00
Dry Chlorinators lab packs	30 gal drum	15	Treatment	\$280.00	\$4,200.00
PCB ballasts, liquid lab packs	pound	200	Incineration	\$1.00	\$200.00
Corrosive Acid/Base Liquids, lab packs	5 gal drum	25	Treatment	\$50.00	\$1,250.00
Lithium Batteries	5 gal drum	10	Recycling	\$100.00	\$1,000.00
Alkaline Batteries	5 gal drum	10	Recycling	\$25.00	\$250.00
Lead Acid Batteries	30 gal drum	10	Recycling	\$80.00	\$800.00
Lead Acid Batteries	cubic yard box	4	Recycling	\$500.00	\$2,000.00
Fire Extinguishers	each	30	Recycling	\$20.00	\$600.00
Propane Tanks	1 pound	30	Recycling	\$10.00	\$300.00
Electronics for recycling CYB	pound	5,000	Recycling	\$0.45	\$2,250.00
Supplies: Overpack Drums	85 gal drum	20		\$175.00	\$3,500.00
Corrosive Acid/Base, lab packs	30 gal drum	20	Treatment	\$100.00	\$2,000.00
Organic Peroxides, Isocyanates	55 gal drum	10	Incineration	\$450.00	\$4,500.00
Organic Peroxides, Isocyanates	30 gal drum	10	Incineration	\$330.00	\$3,300.00
Mercury, Mercury Devices lab packs	5 gal drum	10	Recycling	\$150.00	\$1,500.00
Fluorescent Light Bulbs, 4 foot bulbs (or \$0.65/Lb)each		500	Recycling	\$0.65	\$325.00
Fluorescent Light Bulbs, 8 foot bulbs (or \$0.65/Lb)each		300	Recycling	\$0.75	\$225.00
Compact Fluorescent Bulbs (or \$0.65/Lb)each		100	Recycling	\$0.75	\$75.00
Flammable Liquids lab packs	30 gal drum	15	Fuel Blending	\$65.00	\$975.00
Flammable Solids lab packs	30 gal drum	15	Fuel Blending	\$120.00	\$1,800.00
Toxic Liquids & Solids lab packs	30 gal drum	15	Incineration	\$120.00	\$1,800.00
Lighters loose packs	5 gal drum	5	Incineration	\$75.00	\$375.00
Latex Paint loose packs	55 gal	20	Waste to Energy	\$55.00	\$1,100.00
	CY box	20	Waste to Energy	\$130.00	\$2,600.00
Non-Regulated Liquids for fuel blending	55 gal drum	15	Fuel Blending	\$150.00	\$2,250.00
Bulk Fixer	15 gal drum	5	Treatment	\$80.00	\$400.00
Bulk Dilute Pesticides	55 gal drum	3	Waste to Energy	\$300.00	\$900.00
Bulk Dilute Pesticides	30 gal drum	2	Waste to Energy	\$200.00	\$400.00
Bulk Dilute Pesticides	5 gal drum	3	Waste to Energy	\$50.00	\$150.00
Bulk Dilute Pesticides	275 gal tote	1	Waste to Energy	\$1,200.00	\$1,200.00
Supplies: Cubic Yard Boxes	each	100		\$56.00	\$5,600.00
Oxidizing Solids & Liquids lab packs	55 gal drum	10	Treatment	\$350.00	\$3,500.00
Oxidizing Solids & Liquids lab packs	30 gal drum	10	Treatment	\$280.00	\$2,800.00
Isocyanates lab packs	5 gal drum	10	Incineration	\$50.00	\$500.00
Amines Solids & Liquids lab packs	55 gal drum	15	Incineration	\$400.00	\$6,000.00
Amines Solids & Liquids lab packs	30 gal drum	5	Incineration	\$225.00	\$1,125.00
Amines Solids & Liquids lab packs	5 gal drum	15	Incineration	\$50.00	\$750.00
Oil Filters & Oil for Recycle drums	85 gal drum	2	Recycling	\$65.00	\$130.00

Bid Form Haz Waste Services PW 67-19					
Waste Description	Cont. Size	Estimated Quantity	Disposal Method	Unit Cost	Extended Amount
Oil Filters & Oil for Recycle drums	55 gal drum	2	Recycling	\$50.00	\$100.00
Non-Regulated Material lab pack	55 gal drum	5	Waste to Energy	\$65.00	\$325.00
Non-Regulated Material lab pack	30 gal drum	5	Waste to Energy	\$50.00	\$250.00
Non-Regulated Material lab pack	5 gal drum	10	Waste to Energy	\$35.00	\$350.00
Reactive Material lab packs	5 gal drum	5	Incineration	\$75.00	\$375.00
Bulk Corrosives, Acids or Bases for incineration	275 gal tote	2	Incineration	\$1,100.00	\$2,200.00
Bulk Corrosives, Acids or Bases for incineration	55 gal drum	5	Incineration	\$250.00	\$1,250.00
Bulk Corrosives, Acids or Bases for incineration	30 gal drum	5	Incineration	\$175.00	\$875.00
Bulk Corrosives, Acids or Bases for incineration	15 gal drum	5	Incineration	\$95.00	\$475.00
Reactive Cylinder (or case by case)	cylinder	3	Incineration	\$1,000.00	\$3,000.00
Oxygen Generator	5 gal pail	3	Incineration	\$200.00	\$600.00
Corrosives, Solids Acidic or Basic lab pack	85 gal drum	3	Treatment	\$150.00	\$450.00
Pesticides lab pack, solids & liquids	cubic yard box	5	Incineration	\$600.00	\$3,000.00
Flammable Liquid drums	15 gal drum	5	Fuel Blending	\$75.00	\$375.00
Flammable Liquid drums	20 gal drum	2	Fuel Blending	\$75.00	\$150.00
Sodium Hydroxide or bulk Corrosive drums	15 gal drum	3	Treatment	\$95.00	\$285.00
Sodium Hydroxide or bulk Corrosive drums	20 gal drum	3	Treatment	\$95.00	\$285.00
Bulk Flammable Liquids Toxic	85 gal drum	2	Incineration	\$330.00	\$660.00
Bulk Flammable Liquids Toxic	55 gal drum	5	Incineration	\$300.00	\$1,500.00
Bulk Flammable Liquids Toxic	30 gal drum	5	Incineration	\$200.00	\$1,000.00
Latex Paint Cans in Roll Off Box	30 cubic yards	2	Waste to Energy	\$2,250.00	\$4,500.00
Developer	20 gal drum	3	Treatment	\$225.00	\$675.00
Fixer	20 gal drum	3	Treatment	\$100.00	\$300.00
Signal Flares	per pound	100	Incineration	\$6.00	\$600.00
Aerial Flares	per pound	100	Incineration	\$6.00	\$600.00
Scratch Top Flares	per pound	100	Incineration	\$5.00	\$500.00
E-Manifest Fees	each manifest	30		\$15.00	\$450.00
Total Bid Amount:				\$306,885.00	

ANTI-COLLUSION STATEMENT: The below signed bidder has not divulged to, discussed or compared his bid with other bidders and has not **colluded with any other bidder or parties to bid whatever. Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials.** Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

Clean Earth of Alabama, Inc

Bidder's Company Name

402 Webster Chapel Road

Address

Glencoe, AL 35905

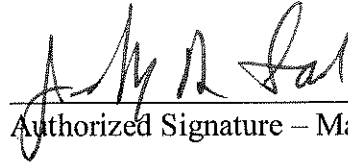
Address

256-492-8340

Phone #

81-5137592

Federal ID # or SS #



Authorized Signature – Manual

Jeff Saal

Authorized Signature – Typed

Vice President of Sales-Haz

Title

256-492-1581

Fax #

Date Submitted: 7-10-19

Government Debarment & Suspension

Instructions

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is

suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

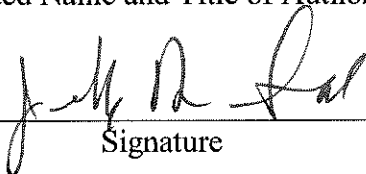
The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

**[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING
CERTIFICATION]**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

Jeff Saal, Vice President of Sales-Haz

Printed Name and Title of Authorized Representative


Signature

7-3-19
Date

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate Clean Earth of Alabama, Inc, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE:

7-3-19

COMPANY:

Clean Earth of Alabama

ADDRESS:

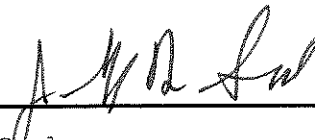
402 Webster Chapel Road

Glencoe, AL 35905

PHONE NO.:

256-492-8340

SIGNATURE:



NAME:

Jeff Saal

(Typed or Printed)

TITLE:

Vice President of Sales-Haz

E-MAIL:

jsaal@cleaneearthinc.com

EXHIBIT B
GENERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS

Either this solicitation is fully or partially Grant funded. Respondents shall comply with the clauses as enumerated below.

1. **Drug Free Workplace Requirements:** Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub I 100-690, Title V, Subtitle D) All contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.
2. **Contractor Compliance:** The contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.
3. **Conflict of Interest:** The contractor must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy.
4. **Mandatory Disclosures:** The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
5. **Utilization of Minority and Women Firms (M/WBE):** The contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all sub-contractors. Prior to contract award, the contractor shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

6. **Equal Employment Opportunity:** (As per Executive Order 11246) The contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
7. **Davis-Bacon Act:** If applicable to this contract, the contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

8. **Copeland Anti Kick Back Act**: If applicable to this contract, contractors shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.
9. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708): Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
10. **Clean Air Act (42 U.S.C. 7401–7671q.)** and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387): as amended—The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
11. **Debarment and Suspension** (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts.
12. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352): Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.
13. **Rights to Inventions Made Under a Contract or Agreement**: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that

“funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

14. **Procurement of Recovered Materials:** Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

15. **Access to Records and Reports:**

Contractor will make available to the County’s granting agency, the granting agency’s Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa County, Okaloosa County Clerk of Court’s Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the County’s grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor’s personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

16. **Record Retention:**

Contractor will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

17. **Federal Changes:** Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.

18. **Termination for Default (Breach or Cause):**

Contracts in excess of \$10,000 – If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

19. **Safeguarding Personal Identifiable Information**

Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

20. **Prohibition on utilization of cost plus a percentage of cost contracts:** The County will not award contracts containing Federal funding on a cost plus percentage of cost basis.
21. **Prohibition on utilization of time and material type contracts:** The County will not award contracts based on a time and material basis if the contract contains Federal funding.
22. **Disputes:** Any dispute arising under this Agreement which is not settled by Agreement of the parties may be settled by mediation, arbitration, or other appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, shall proceed diligently with the performance of this Agreement in accordance with the decision of the County. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Okaloosa County.
23. **Energy Policy and Conservation Act (43 U.S.C. §6201)**
All contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: 7-3-19

SIGNATURE: 

COMPANY: Clean Earth of Alabama, Inc

NAME: Jeff Saal

ADDRESS: 402 Webster Chapel Road
Glencoe, AL 35905

TITLE: Vice President of Sales-Haz

E-MAIL: jsaal@cleaneearthinc.com

PHONE NO.: 256-492-8340

B. Attachment B-Business License

2018 FOREIGN PROFIT CORPORATION ANNUAL REPORT

**FILED
Apr 02, 2018
Secretary of State
CC7804560594**

DOCUMENT# F16000003826

Entity Name: CLEAN EARTH OF ALABAMA, INC.

Current Principal Place of Business:

402 WEBSTER CHAPEL ROAD
GLENCOE, AL 35905

Current Mailing Address:

402 WEBSTER CHAPEL ROAD
GLENCOE, AL 35905 US

FEI Number: NOT APPLICABLE

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent Date

Officer/Director Detail :

Title	PRESIDENT	Title	SECRETARY
Name	DODS, CHRISTOPHER	Name	GUERIN, BERNARD
Address	402 WEBSTER CHAPEL ROAD	Address	402 WEBSTER CHAPEL ROAD
City-State-Zip:	GLENCOE AL 35905	City-State-Zip:	GLENCOE AL 35905
Title	TREASURER		
Name	GUERIN, BERNARD		
Address	402 WEBSTER CHAPEL ROAD		
City-State-Zip:	GLENCOE AL 35905		

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: BERNARD GUERIN **SECRETARY** **04/02/2018**

Electronic Signature of Signing Officer/Director Detail Date

C. Attachment C-CEA DOT and EPA Permit

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION



HAZARDOUS MATERIALS
CERTIFICATE OF REGISTRATION
FOR REGISTRATION YEAR(S) 2018-2020

Registrant: by CLEAN EARTH OF ALABAMA, INC. D/B/A EWS ALABAMA
ATTN: Cheryl Coffee
402 WEBSTER CHAPEL ROAD
GLENCOE, AL 35905

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

Reg. No: 061818550325AB Effective: July 1, 2018 Expires: June 30, 2020

HM Company ID: 119373

Record Keeping Requirements for the Registration Program

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

- (1) A copy of the registration statement filed with PHMSA; and
- (2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-52, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, telephone (202) 366-4109.



HAZARDOUS WASTE FACILITY PERMIT

ISSUED TO: Clean Earth of Alabama

EPA ID/PERMIT NUMBER: ALD 981 020 894


LOCATION: 402 Webster Chapel Road
Glencoe, Alabama

UNITS PERMITTED: Storage in containers (Four Units)
Storage and Treatment in tanks (Two Units)

ISSUANCE DATE: September 26, 2014
October 14, 2016 Modification 1 – Minor
April 5, 2018 Modification 2 – Major

EXPIRATION DATE: September 25, 2024

This Permit is issued pursuant with the Code of Alabama 1975, §§ 22-30-1-et. seq., as amended, and regulations adopted thereunder and the Hazardous Wastes Management and Minimization Act and in accordance with the plans and specifications and applications filed with the Department subject to the conditions appended hereto, all of which are considered a part of this Permit. This Permit shall be subject to all applicable laws of the State of Alabama, rules and regulations and orders of the Department of Environmental Management and shall be effective from the date of issuance.


Alabama Department of Environmental Management

D. Attachment D-Example Insurance Certificate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/28/2018

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

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

PRODUCER McGriff Insurance Services 2500 Renaissance Blvd Suite100 King Of Prussia PA 19406-2639	CONTACT NAME: Felicia Gonzales PHONE (A/C, No, Ext): 610-279-8550 E-MAIL ADDRESS: fgonzales@mcgriffinsurance.com	FAX (A/C, No): 610-279-8543													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Ironshore Specialty Insurance Company</td> <td>25445</td> </tr> <tr> <td>INSURER B : Zurich American Insurance Company of IL</td> <td>27855</td> </tr> <tr> <td>INSURER C : Steadfast Insurance Company</td> <td>26387</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Ironshore Specialty Insurance Company	25445	INSURER B : Zurich American Insurance Company of IL	27855	INSURER C : Steadfast Insurance Company	26387	INSURER D :		INSURER E :		INSURER F :
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INSURER D :															
INSURER E :															
INSURER F :															

INSURED Clean Earth Inc. 334 South Warminster Road Hatboro PA 19040	150CLEANEAR
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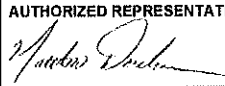
COVERAGES **CERTIFICATE NUMBER:** 384190403 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			001087007	6/30/2018	6/30/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAP0081106	6/30/2018	3/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			001087107	6/30/2018	6/30/2019	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N N/A			WC819647605	3/1/2018	3/1/2019	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A A C	Contractors Pollution Poll Legal/Profes Cargo			001087007 001087007 CPP013465804	6/30/2018 6/30/2018 6/30/2018	6/30/2019 6/30/2019 6/30/2019	Limit 1,000,000 Limit 1,000,000 Limit \$500000

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

Named Insured:
 Clean Earth, Inc.
 Advanced Remediation & Disposal Technologies of Delaware, LLC
 AERC Acquisition Corporation dba AERC Recycling Solutions, a Clean Earth Company
 AES Asset Acquisition Corporation, dba Clean Earth of Calvert City,
 dba Clean Earth of Morgantown, dba American Transportation Solutions, dba AES Environmental, LLC
 Allied Environmental Group, LLC
 Clean Earth Dredging Technologies, Inc.
 See Attached...

CERTIFICATE HOLDER AERC.COM, INC. Clean Earth Inc. 334 South Warminster Road Hatboro PA 19040	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ADDITIONAL REMARKS SCHEDULE

AGENCY McGriff Insurance Services		NAMED INSURED Clean Earth Inc. 334 South Warminster Road Hatboro PA 19040	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Clean Earth Dredging Technologies, LLC
 Clean Earth Environmental Services, Inc.
 Clean Earth of Alabama, Inc
 Clean Earth of Carteret, LLC dba Clean Earth of Connecticut dba Phoenix Soil - A Clean Earth Company
 Clean Earth of Georgia, LLC
 Clean Earth of Greater Washington, LLC
 Clean Earth of Maryland, LLC
 Clean Earth of New Castle, LLC
 Clean Earth of North Jersey, Inc.
 Clean Earth of Philadelphia, LLC
 Clean Earth of Southeast Pennsylvania LLC
 Clean Earth of Southern Florida, LLC
 Environmental Soil Management, Inc (Added 5/23/18)
 Environmental Soil Management of New York, LLC
 MKC Acquisition Corporation dba MKC Enterprises, a Clean Earth Company (Added 3/12/18)

**Crime Policy Carrier: Travelers Casualty and Surety Company of America
 Policy # 106696669 Policy Period: 3/1/2018 to 3/1/2019
 Limit: \$1,000,000

2591 Mitchell Ave, Allentown, PA, 18103
 2330 26th St SW, Allentown, PA, 18103
 4317 Fortune Pl, Melbourne, FL, 32904
 4301 Woodland Park Dr, Melbourne, FL, 32904
 30677 Huntwood Ave, Hayward, CA, 94544
 3301 Rosedale Ave, Richmond, VA, 23230
 1733 Morgan Road Modesto, CA 95358

E. Copy of Bid Bond. Original was sent in separate package.

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Clean Earth of AL, Inc.
402 Webster Chapel Road
Glencoe, AL 35905

OWNER:

(Name, legal status and address)

Okaloosa County Board of County Commissioners
5479 A Old Bethel Road
Crestview, FL 32536

BOND AMOUNT:

Five Percent of Bid Amount (5% of Bid Amount)

PROJECT:

(Name, location or address, and Project number, if any)

Okaloosa County Board of County Commissioners - ITB No. PW 67-19 - Household

SURETY:

(Name, legal status and principal place of business)

Argonaut Insurance Company
P.O. Box 469011
San Antonio, TX 78246

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

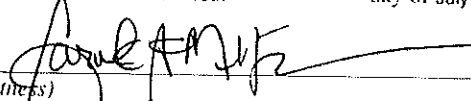
Project Number, if any:


The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

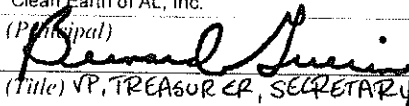
Signed and sealed this 10th day of July 2019


(Witness)


(Witness)

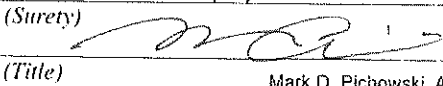
Clean Earth of AL, Inc.

(Principal)


(Title) VP, TREASURER, SECRETARY

Argonaut Insurance Company

(Surety)


(Title)

Mark D. Pichowski, Attorney-in-Fact

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606
United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Todd George, Mark Pichowski

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$50,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.



Argonaut Insurance Company

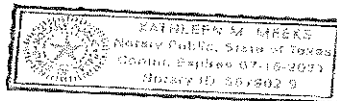
by: _____

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



Kathleen M. Giers
(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 10th day of July, 2019



James Bluzard, Vice President-Surety