



City of Pembroke Pines

**SECOND AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.**

THIS AMENDMENT (“Second Amendment”), dated November 7, 2023, is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC., a For Profit Corporation as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of **42 Longwater Drive, Norwell, MA 02061**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on **February 2, 2022**, the Parties entered into the Agreement (“Original Agreement”) for Household Hazardous Waste Collection and Disposal Services for an initial **period**, which expired on **October 23, 2022**; and,

WHEREAS, the Original Agreement authorized the renewal thereof at the expiration of the initial term for **one (1)**, additional, **two (2) year** term should the City of Coconut Creek renew the term of **Exhibit “A”** of the Original Agreement; and,

WHEREAS, on September 22, 2022, the City of Coconut Creek renewed the term of **Exhibit “A”** of the Original Agreement for one (1) year, commencing on October 24, 2022, and naturally expiring on October 23, 2023, and authorized two (2) subsequent, one (1) year renewal terms at the expiration thereof, as set forth in Amendment No. 1 to the agreement between the City of Coconut Creek and Clean Harbors Environmental Services, Inc. for Household Hazardous Waste Collection & Disposal Services RFP No. 06-06-18-11; and,

WHEREAS, on **October 27, 2022**, the Parties executed the First Amendment to the Original Agreement to renew the term thereof for a **one (1) year** period which will expire on **October 23, 2023** and attached Amendment No. 1 to the agreement between the City of Coconut Creek and Clean Harbors Environmental Services, Inc. for Household Hazardous Waste Collection & Disposal Services RFP No. 06-06-18-11, to the Original Agreement, as amended, as **Exhibit “A-1”**; and,



City of Pembroke Pines

WHEREAS, on October 9th, 2023, the City of Coconut Creek and CONTRACTOR further renewed the term of **Exhibit "A"** of the Original Agreement, as amended, for a final, one (1) year term, commencing on October 24, 2023 and naturally expiring on October 23, 2024, and applied a five percent (5%) increase, as set forth in Contract Extension No. 3 to the agreement between the City of Coconut Creek and Clean Harbors Environmental Services, Inc. for Household Hazardous Waste Collection & Disposal Services RFP No. 06-06-18-11, attached hereto and incorporated herein by reference as **Exhibit "A-2"**; and,

WHEREAS, the Parties desire to renew the term of the Original Agreement, as amended, for a **one (1) year period** commencing on **October 24, 2023**, and naturally expiring on **October 23, 2024**, to increase the compensation by five percent (5%) for this renewal term, and to reduce the estimated annual amount, as set forth in this Second Amendment.

WITNESSETH

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. The Original Agreement, as amended, is hereby renewed for a **one (1) year** renewal period commencing on **October 24, 2023**, and naturally expiring on **October 23, 2024**.

SECTION 3. Section 3 of the Original Agreement, as amended, is hereby revised and amended as set forth below:

3. **Compensation and Method of Payment.** CITY agrees to compensate CONTRACTOR for all services performed by CONTRACTOR pursuant to this Agreement, as amended, for services completed, and properly invoiced, in accordance with the rates set forth in **Exhibit "A-2"**, attached hereto and made a specific part hereof by this reference. The total amount paid to CONTRACTOR pursuant to this Agreement is estimated not to exceed **ONE HUNDRED FIVE THOUSAND DOLLARS AND ZERO CENTS (105,000.00) annually**, for actual services performed at the per unit rates outlined in **Exhibit "A-2"**.

SECTION 4. Scrutinized Companies. CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

4.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into



City of Pembroke Pines

or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

4.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

4.2.1 Is 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

4.2.2 Is engaged in business operations in Syria.

SECTION 5. Employment Eligibility. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

5.1 **Definitions for this Section.**

5.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

5.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

5.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

5.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

5.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

5.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

5.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and



5.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 6. In the event of any conflict or ambiguity by and between the terms and provisions of this Second Amendment and the Original Agreement, as amended, the terms and provisions of this Second Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 7. The Parties agree that in all other respects the Original Agreement, as amended, shall remain in full force and effect, except as specifically modified herein.

SECTION 8. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Second Amendment. The exhibits, if not physically attached, should be treated as part of this Second Amendment and are incorporated herein by reference.

SECTION 9. Each person signing this Second Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Second Amendment.

SECTION 10. This Second Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Second Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

SIGNATURE PAGE FOLLOWS



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

DS



CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

DocuSigned by:

Marlene D. Graham

E858EEE04EEF4F3...

MARLENE D. GRAHAM, CITY CLERK
November 7, 2023

BY:

Frank C. Ortis

MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

Jacob Hecowitz

Print Name: Jacob Hecowitz
OFFICE OF THE CITY ATTORNEY

DocuSigned by:

Charles F. Dodge

47B966ECFDAD4AC...

CHARLES F. DODGE, CITY MANAGER

CONTRACTOR:

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

DocuSigned by:

Signed By: *Glenn Kennedy*

18E7878E22B64F...

Printed Name: Glenn Kennedy

Title: Vice President

FINANCE AND ADMINISTRATION SERVICES



LINDA JEETHAN
PROCUREMENT MANAGER

October 4, 2023

Mr. Daniel L. Martin
Clean Harbors Environmental Services
42 Longwater Drive
Norwell, MA 02061
dmartin@cleanharbors.com

Re: Contract Extension No. 3
Household Hazardous Waste Collection & Disposal Services
RFP No. 06-06-18-11

Dear Mr. Martin:

The initial contract period for the referenced project expires on October 23, 2023. Under the terms and conditions of the contract, the City would like to exercise its option to extend this contract for an additional one (1) year term subject to a five percent (5%) increase. This would constitute the third and final renewal. If it is accepted and approved, it will begin October 24, 2023 and expire on October 23, 2024.

Please advise if a renewal of our current contract is acceptable to your company. Kindly indicate the appropriate information below and return this letter to my attention.

On behalf of the City of Coconut Creek, we look forward to continuing our long and successful business association with your company. Should you have any questions concerning this letter, please contact me at 954-956-1584.

Sincerely,

Lorie Messer

LORIE MESSER, CTCM, NIGP-CPP
Procurement Analyst
lmesser@coconutcreek.net

cc: Harry Mautte, Public Works Director
Alex Tergis, Public Works Assistant Director

Yes, I hereby agree to a one-year extension of the contract.
 No, I am unable to provide a one-year extension of the contract for the following reason(s):

Glenn Kennedy
Name (print)

glenn kennedy DVP
Signature

10-9-2023
Date

CITY OF COCONUT CREEK HOUSEHOLD HAZARDOUS WASTE COLLECTION & DISPOSAL SERVICES						
RFP NO. 06-06-18-11						
EXHIBIT "A-3" RENEWAL NO. 3, SCHEDULE OF PROPOSAL PRICES						
CLEAN HARBORS ENVIRONMENTAL SERVICES						
LINE #	DESCRIPTION	ESTIMATED QUANTITIES	UOM	UNIT PRICE	12% Increase, Renewal 2	5% Increase, Renewal 3
1	Mobilization for remote collection events only. Does not apply to fixed facility drum pickups, mobilization of contract labor and supply deliveries.					
1.1	One Day Remote Event Mobilization. Fixed Price to include all staff and equipment. (Price increase - Renewal 1)	22	EA	\$4,179.00	\$4,680.48	\$4,914.50
1.2	Sunday Remote Event Mobilization. Fixed Price to include all staff and equipment.	1	EA	\$5,368.50	\$6,012.72	\$6,313.36
2	Contract Labor for Remote Collection Events					
2.1	Regular Per Hour Rate (8-hours onsite) (Price increase - Renewal 1)	1465	HR	\$47.00	\$52.64	\$55.27
2.2	Overtime Per Hour Rate (After 8-hours onsite)	185	HR	\$65.00	\$72.80	\$76.44
3	Supplies Including Delivery					
3.1	5-Gallon Poly	490	EA	\$16.84	\$18.86	\$19.80
3.2	16-Gallon Poly	200	EA	\$20.00	\$22.40	\$23.52
3.3	30-Gallon Poly	165	EA	\$50.12	\$56.13	\$58.94
3.4	55-Gallon Poly	170	EA	\$44.90	\$50.29	\$52.80
3.5	55-Gallon Steel	830	EA	\$44.90	\$50.29	\$52.80
3.6	85-Gallon Steel	30	EA	\$168.35	\$188.55	\$197.98
3.7	Flex Bin	495	EA	\$84.18	\$94.28	\$99.00
3.8	Fluorescent Bulb Box 8-Ft.	100	EA	\$16.84	\$18.86	\$19.80
3.9	Fluorescent Bulb Box 4-Ft.	270	EA	\$16.84	\$18.86	\$19.80
3.1	Vermiculite (Per 16 lb. bag)	600	EA	\$44.90	\$50.29	\$52.80
4	Waste Disposal					
4.1	Petroleum Oils	35500	LBS	\$0.24	\$0.27	\$0.28
4.2	Fuels and Solvents Halogenated and Halogenated	45800	LBS	\$0.37	\$0.41	\$0.44
4.3	Antifreeze	18700	LBS	\$0.37	\$0.41	\$0.44
4.4	Lead Acid (wet and dry cell) (Price increase - Renewal 1)	39750	LBS	\$1.37	\$1.53	\$1.61
4.5	Nickel Cadmium and Nickel Metal Hydride	1785	LBS	\$1.13	\$1.27	\$1.33
4.6	Lithium and Lithium Ion	2850	LBS	\$1.13	\$1.27	\$1.33
4.7	Aerosol Cans	34400	LBS	\$0.92	\$1.03	\$1.08
4.8	Alkyd (Oil Based) Paint in Cans	47800	LBS	\$0.74	\$0.83	\$0.87
4.9	Pesticides/Poisons Liquid	23540	LBS	\$1.25	\$1.40	\$1.47
4.1	Pesticides/Poisons Solid	10800	LBS	\$1.25	\$1.40	\$1.47
4.11	Solids Containing Flammable Liquids	25500	LBS	\$0.91	\$1.02	\$1.07
4.12	Corrosives Liquid or Solid Acid or Alkaline	25270	LBS	\$0.99	\$1.11	\$1.16
4.13	Oxidizers Liquid or Solid	2050	LBS	\$1.25	\$1.40	\$1.47
4.14	Organic Peroxides Liquid or Solid	6340	LBS	\$6.02	\$6.74	\$7.08
4.15	Mercury	195	LBS	\$11.50	\$12.88	\$13.52
4.16	Reactives	10220	LBS	\$6.02	\$6.74	\$7.08
4.17	Straight Fluorescent Bulbs	17650	EA	\$1.37	\$1.53	\$1.61
4.18	Compact Fluorescent Bulbs	13200	EA	\$2.46	\$2.76	\$2.89
4.19	Metal Halide and Other Various Bulbs	3300	EA	\$2.46	\$2.76	\$2.89
4.2	Refrigerant/Extinguishers Gases	2200	LBS	\$6.00	\$6.72	\$7.06
4.21	Propane/MAPP Gas	6360	LBS	\$5.50	\$6.16	\$6.47
4.22	Latex Paint	504200	LBS	\$0.25	\$0.28	\$0.29
5	Group 2 - Electronic Waste					
5.1	Monitors/TV/CPUs	12800	LBS	\$0.35	\$0.39	\$0.41
5.2	Misc. Small Electronic Devicesn (Price increase - Renewal 1)	180250	LBS	\$0.11	\$0.12	\$0.13
6	Flat Fee for the preparation and processing of invoices for Joint Events only					
6.1	Please state your "Flat Fee" for processing invoices for Joint Events only	1	EA	\$0.00	\$0.00	\$0.00
TOTALS				\$10,221.33	\$11,447.89	\$12,020.28



**Southeast Florida Governmental Purchasing
Cooperative Group**

CONTRACT AWARD

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to lpiper@myboca.us for placement on the NIGP SEFL website Cooperative contract page.

BID/RFP No. RFP No. 06-06-18-11

Description/Title: Household Hazardous Waste Collection & Disposal Services

Initial Contract Term: Start Date: 10/24/18 End Date: 10/23/20

Renewal Terms of the Contract: Two (2) (No. of Renewals) Renewal Options for Two (2) yr period (Period of Time)

Renewal No. 1 Start Date: 10/24/20 End Date: 10/23/22

Renewal No. 2 Start Date: 10/24/22 End Date: 10/23/23*Negotiated

Renewal No. 3 Start Date: 10/24/23 End Date: 10/23/24*Final Year

Note: During the renewal 2, we negotiated a lower % for only one year, leaving one year remaining instead of renewing for 2 years.

SECTION #1 VENDOR AWARD

Vendor Name: Clean Harbors Environmental Services, Inc.

Vendor Address: 7001 Kilo Avenue, Barlow, FL 33830

Contact: Patrick Ethridge

Phone: 954-465-6469 Fax: _____

Cell/Pager: _____ Email Address: ethridge.patrick@cleanharbors.com

Website: https://www.cleanharbors.com FEIN: _____

SECTION #2 AWARD/BACKGROUND INFORMATION

Award Date: September 13, 2018 Resolution/Agenda Item No.: 2018-167

Insurance Required: Yes No _____

Performance Bond Required: Yes _____ No

SECTION #3 LEAD AGENCY

Agency Name: City of Coconut Creek

Agency Address: 4800 West Copans Rd., Coconut Creek, FL 33063

Agency Contact: Lorie Messer Email lmesser@coconutcreek.net

Telephone: 954-956-1584 Fax: 954-973-6754



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 7.

File ID: 23-0058

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 01/23/2023

Short Title: Contracts Database Report - November 1, 2023

Final Action: 11/01/2023

Title: MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:

(A) Clean Harbors Environmental Services, Inc. - Household Hazardous Waste Collection and Disposal Services - Renewal

ITEMS (B) THROUGH (L) WILL EXPIRE WITH NO RENEWAL TERMS AVAILABLE, THEREFORE, NO COMMISSION ACTION IS REQUIRED AS THEY ARE PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:

(B) North America Fire Equipment Co., Inc. d/b/a NAFECO - Fire Department Uniforms - Non-Renewal

(C) Airquest Environmental, Inc. - RFQ # PL-21-01 Environmental Specialists for Residential Home Inspection - Non-renewal

(D) GLE Associates, Inc. - RFQ # PL-21-01 Environmental Specialists for Residential Home Inspection - Non-renewal

(E) Gold Tree Development Group, LLC. - RFQ # PL-21-02 Residential Home Inspection and Cost Estimating Services - Non-renewal

(F) Housing and Assistive Technology, Inc. - RFQ # PL-21-02 Residential Home Inspection and Cost Estimating Services - Non-renewal

(G) SoFI Corporation - RFQ # PL-21-02 Residential Home Inspection and Cost Estimating Services - Non-renewal

(H) TSC Associates, Inc. - RFQ # PL-21-02 Residential Home Inspection and Cost Estimating Services - Non-renewal

Agenda Request Form Continued (23-0058)

- (I) AVR Contractors Corp. - RFQ # PL-21-03 General Contractors for Home Repairs Projects - Non-renewal
- (J) Constructive Solutions of Florida, LLC. - RFQ # PL-21-03 General Contractors for Home Repairs Projects - Non-renewal
- (K) James Joyce Construction Corp. - RFQ # PL-21-03 General Contractors for Home Repairs Projects - Non-renewal
- (L) R & B Remodeling, Inc. - RFQ # PL-21-03 General Contractors for Home Repairs Projects - Non-renewal

***Agenda Date:** 11/01/2023

Agenda Number: 7.

Internal Notes:

Attachments: 1. Contract Database Report - November 1, 2023, 2. A. Clean Harbors Environmental Services Agreement - HHW (Piggyback CCreek)(all backup), 3. B. NAFECO - FD Uniforms - (AB) 1, 4. C. Airquest Environmental, Inc. - PL-21-01 Environmental Specialists (AB), 5. D. GLE Associates - PL-21-01 Environmental Specialists (AB), 6. E. Gold Tree Development - Residential Inspection and Cost Estimating - PL 21-02 (AB), 7. F. Housing and Assistive - Residential Inspection and Cost Estimating - PL 21-02 (AB), 8. G. SoFI Corporation - Residential Inspection and Cost Estimating - PL 21-02 (AB), 9. H. TSC Associates, Inc. - Residential Inspection and Cost Estimating - PL 21-02 (AB), 10. I. AVR_Contractors_-_RFQ__PL-21-03_General_Contractors_for_Home_Repair (ABD), 11. J. Constructive Solutions of Florida LLC - Home Repairs Agreement (ABD), 12. K. James_Joyce_Construction_Corp._-_General_Contractors_for_Home_Repairs (ABD), 13. L. R & B Remodeling Inc. - General Contractors for Home Repairs (ABD)

Related Files:

1 City Commission 11/01/2023 approve Pass

Action Text: A motion was made to approve on the Consent Agenda

Aye: - 5 Mayor Ortis, Vice Mayor Siple, Commissioner Schwartz, Commissioner Good Jr., and Commissioner Castillo

Nay: - 0

SUMMARY EXPLANATION AND BACKGROUND:

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."

Agenda Request Form Continued (23-0058)

2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.
3. The Agreement shown below is listed on the Contracts Database Report for renewal.

(A) Clean Harbors Environmental Services, Inc. - Household Hazardous Waste Collection and Disposal Services - Renewal

1. On February 2, 2022, the City entered into an Agreement with Clean Harbors Environmental Services, Inc. piggybacking their agreement with the City of Coconut Creek for an eight (8) month period, which expired on October 23, 2022.
2. Clean Harbors Environmental Services, Inc. provides household hazardous waste collection and disposal services for the City's residents.
3. On September 22nd, 2022, the City of Coconut Creek further renewed their agreement with Clean Harbors Environmental Services, Inc. for a one (1) year period, extending the term up to October 23rd, 2023, and increased the compensation for that renewal term by 12%.
4. On October 27th, 2022, the City and Clean Harbors Environmental Services, Inc. renewed the term of the Original Agreement for a one (1) year period, which shall expire on October 23rd, 2023 and agreed to the 12% rate increase in the piggybacked agreement.
5. On October 9th, 2023, the City of Coconut Creek renewed their agreement with Clean Harbors Environmental Services, Inc. for a final, one (1) year period extending the term up to October 23rd, 2024, and increased the rates by 5% for said renewal period.
6. The City's Administration recommends that the City Commission approve this Second Amendment to the Original Agreement between the City of Pembroke Pines and Clean Harbors Environmental Services, Inc., as amended, for a one (1) year renewal term commencing on October 24th, 2023, and expiring on October 23rd, 2024, to increase the compensation therein by five percent (5%) for this one (1) year renewal period and to reduce the estimated amount not to exceed to \$105,000 from \$140,000, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost/Revenue:** Approximately \$105,000.00, annually, based on actual usage.
- b) **Amount budgeted for this item in Account No:** \$105,000.00
472-000-6050-343340-0000-000-0000 - Sanitation Fee- Disposal, \$105,000.00
472-534-6050-543002-0000-000-0000 - Household Hazardous Waste
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **1 year projection of the operational cost of the project:**

	FY 2023-24
Revenues	\$105,000.00
Expenditures	\$105,000.00

Agenda Request Form Continued (23-0058)

Net Cost \$0.00

e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable.

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable.

(B) North America Fire Equipment Co., Inc. d/b/a NAFECO - Fire Department Uniforms - Non-Renewal

1. On August 4, 2021, the City entered into an Agreement with North America Fire Equipment Co., Inc. d/b/a NAFECO for a six (6) month period which naturally expired on January 28, 2022.
2. North America Fire Equipment Co., Inc. d/b/a NAFECO provides uniforms to the City's Fire Department.
3. Section 4.1 of the Original Agreement authorizes the Parties to renew the Original Agreement for additional one (1) year renewal terms as permitted by Exhibit "1", pursuant to written amendments to the Original Agreement, and subject to the renewal by Sarasota County of their Agreement with NAFECO.
4. On October 6, 2021, the Parties executed the First Amendment to the Original Agreement, to extend the term for a one (1) year period which naturally expired on January 28, 2023.
5. On October 24, 2022, the Parties executed the Second Amendment to the Original Agreement, as amended, to increase the total compensation amount from \$75,000.00 to \$95,000.00.
6. On January 31, 2023, the Parties executed the Third Amendment to the Original Agreement, as amended, to extend the term for a one (1) year period which will naturally expire on January 28, 2024.
7. There are no further renewals and the Department will begin a new Procurement process for these services.

(C) Airquest Environmental, Inc. - RFQ # PL-21-01 Environmental Specialists for Residential Home Inspection - Non-renewal

Agenda Request Form Continued (23-0058)

1. On March 2, 2022, the City entered into an Agreement with Airquest Environmental, Inc. for an initial two (2) year period, which expires on March 1, 2024.
2. Airquest Environmental, Inc. provides the City with environmental inspection services to determine the extent of mold and lead that is present the property and the cost of each repair.
3. The Original Agreement does not allow for any renewals and the Planning and Economic Development Department is working on a new procurement process to secure these services.

(D) GLE Associates, Inc. - RFQ # PL-21-01 Environmental Specialists for Residential Home Inspection - Non-renewal

1. On March 2, 2022, the City entered into an Agreement with GLE Associates, Inc. for an initial two (2) year period, which expires on March 1, 2024.
2. GLE Associates, Inc. provides the City with environmental inspection services to determine the extent of mold and lead that is present the property and the cost of each repair.
3. The Original Agreement does not allow for any renewals and the Planning and Economic Development Department is working on a new procurement process to secure these services.

(E) Gold Tree Development Group, LLC. - RFQ # PL-21-02 Residential Home Inspection and Cost Estimating Services - Non-renewal

1. On March 2, 2022, the City entered into an Agreement with Gold Tree Development Group, LLC. for an initial two (2) year period, which expires on March 1, 2024.
2. Gold Tree Development Group, LLC. provides the City with residential inspection services to determine the extent of rehabilitation needed in residential homes and the cost for each repair.
3. The Original Agreement does not allow for any renewals and the Economic and Planning Development Department is working on a new procurement process to secure these services.

(F) Housing and Assistive Technology, Inc. - RFQ # PL-21-02 Residential Home Inspection and Cost Estimating Services - Non-renewal

1. On March 2, 2022, the City entered into an Agreement with Housing and Assistive Technology, Inc. for an initial two (2) year period, which expires on March 1, 2024.
2. Housing and Assistive Technology, Inc.. provides the City with residential inspection services to determine the extent of rehabilitation needed in residential homes and the cost for each repair.
3. The Original Agreement does not allow for any renewals and the Economic and Planning

Agenda Request Form Continued (23-0058)

Development Department is working on a new procurement process to secure these services.

(G) SoFI Corporation - RFQ # PL-21-02 Residential Home Inspection and Cost Estimating Services - Non-renewal

1. On March 2, 2022, the City entered into an Agreement with SoFI Corporation for an initial two (2) year period, which expires on March 1, 2024.
2. SoFI Corporation provides the City with residential inspection services to determine the extent of rehabilitation needed in residential homes and the cost for each repair.
3. The Original Agreement does not allow for any renewals and the Economic and Planning Development Department is working on a new procurement process to secure these services.

(H) TSC Associates, Inc. - RFQ # PL-21-02 Residential Home Inspection and Cost Estimating Services - Non-renewal

1. On July 12, 2022, the City entered into an Agreement with TSC Associates, Inc. for an initial two (2) year period, which expires on July 11, 2024.
2. TSC Associates, Inc. provides the City with residential inspection services to determine the extent of rehabilitation needed in residential homes and the cost for each repair.
3. The Original Agreement does not allow for any renewals and the Economic and Planning Development Department is working on a new procurement process to secure these services.

(I) AVR Contractors Corp. - RFQ # PL-21-03 General Contractors for Home Repairs Projects - Non-renewal

1. On March 2, 2022, the City entered into an Agreement with AVR Contractors Corp. for an initial two (2) year period, which expires on March 1, 2024.
2. AVR Contractors Corp. provides the City with various types of home repair projects to residential homes. The types of services to be rendered includes the following:
 1. Correcting municipal code violations,
 2. Abating any health and safety problems in the resident's home,
 3. Providing safe electrical and mechanical systems,
 4. Stopping weather penetration to make the resident's home more energy efficient, and
 5. Improving the general condition of the resident's structure.

3. The Original Agreement does not allow for any renewals and the Economic and Planning Development Department is working on a new procurement process to secure these services.

(J) Constructive Solutions of Florida, LLC. - RFQ # PL-21-03 General Contractors for

Agenda Request Form Continued (23-0058)

Home Repairs Projects - Non-renewal

1. On March 2, 2022, the City entered into an Agreement with Constructive Solutions of Florida, LLC. for an initial two (2) year period, which expires on March 1, 2024.
2. Constructive Solutions of Florida, LLC. provides the City with various types of home repair projects to residential homes. The types of services to be rendered includes the following:
 1. Correcting municipal code violations,
 2. Abating any health and safety problems in the resident's home,
 3. Providing safe electrical and mechanical systems,
 4. Stopping weather penetration to make the resident's home more energy efficient, and
 5. Improving the general condition of the resident's structure.
3. The Original Agreement does not allow for any renewals and the Economic and Planning Development Department is working on a new procurement process to secure these services.

(K) James Joyce Construction Corp. - RFQ # PL-21-03 General Contractors for Home Repairs Projects - Non-renewal

1. On March 2, 2022, the City entered into an Agreement with James Joyce Construction Corp. for an initial two (2) year period, which expires on March 1, 2024.
2. James Joyce Construction Corp. provides the City with various types of home repair projects to residential homes. The types of services to be rendered includes the following:
 1. Correcting municipal code violations,
 2. Abating any health and safety problems in the resident's home,
 3. Providing safe electrical and mechanical systems,
 4. Stopping weather penetration to make the resident's home more energy efficient, and
 5. Improving the general condition of the resident's structure.
3. The Original Agreement does not allow for any renewals and the Economic and Planning Development Department is working on a new procurement process to secure these services.

(L) R & B Remodeling, Inc. - RFQ # PL-21-03 General Contractors for Home Repairs Projects - Non-renewal

1. On March 2, 2022, the City entered into an Agreement with R & B Remodeling, Inc. for an initial two (2) year period, which expires on March 1, 2024.
2. R & B Remodeling, Inc. provides the City with various types of home repair projects to residential homes. The types of services to be rendered includes the following:
 1. Correcting municipal code violations,

Agenda Request Form Continued (23-0058)

2. Abating any health and safety problems in the resident's home,
 3. Providing safe electrical and mechanical systems,
 4. Stopping weather penetration to make the resident's home more energy efficient, and
 5. Improving the general condition of the resident's structure.
3. The Original Agreement does not allow for any renewals and the Economic and Planning Development Department is working on a new procurement process to secure these services.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc.	NAMED INSURED Clean Harbors Environmental Services, Inc. and its Affiliates 42 Longwater Drive Norwell, MA 02061
POLICY NUMBER See Page 1	NAIC CODE See Page 1
CARRIER See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

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

Certificate Holder is named as an Additional Insured for General Liability and Auto Liability as their interests may appear if required by written contract but only with respect to liability arising out of operations of the Named Insured.

INSURER AFFORDING COVERAGE: Starr Indemnity & Liability Company NAIC#: 38318
 POLICY NUMBER: 1000005138 (MA, FL) EFF DATE: 11/01/2023 EXP DATE: 11/01/2024

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation & Employers Liability Per Statute	E.L. EACH ACCIDENT E.L. DISEASE - EA EMP E.L. DISEASE-POL LMT	\$2,000,000 \$2,000,000 \$2,000,000

INSURER AFFORDING COVERAGE: Starr Indemnity & Liability Company NAIC#: 38318
 POLICY NUMBER: 1000679513231 EFF DATE: 11/01/2023 EXP DATE: 11/01/2024

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Auto Liability (MA) Any Auto, Owned Autos only, Hired Autos only, Non-owned Autos only	CSL (Ea accident) MCS-90	\$5,000,000

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667
 POLICY NUMBER: COO G27416603 009 EFF DATE: 11/01/2023 EXP DATE: 11/01/2024

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Contractor's Pollution Liability	Each Claim	\$10,000,000
	All Claims	\$10,000,000
	SIR	\$250,000

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667
 POLICY NUMBER: COO G27416603 009 EFF DATE: 11/01/2023 EXP DATE: 11/01/2024

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional Liability	Each Claim	\$10,000,000
	All Claims	\$10,000,000
	SIR	\$250,000

Policy Number: 1000679502231

COMMERCIAL AUTO

CA 99 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY – BROADENED COVERAGE FOR COVERED AUTOS – BUSINESS AUTO AND MOTOR CARRIER COVERAGE FORMS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Covered Autos Liability Coverage is changed as follows:

1. Paragraph **a.** of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph **A.1.** above, Exclusion **B.6. Care, Custody Or Control** does not apply.

B. Changes In Definitions

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

- D.** "Covered pollution cost or expense" means any cost or expense arising out of:
1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a.** Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b.** After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1)** The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2)** The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

Rojas, Dominique

From: Rotstein, Daniel
Sent: Monday, October 23, 2023 4:22 PM
To: Rojas, Dominique
Subject: FW: Clean Harbors Environmental Services, Inc. - Household Hazardous Waste Collection and Disposal Services (Piggyback on City of Coconut Creek agreement) - Second Amendment for Renewal 2023-24 - Risk Approval Request
Attachments: COI (GL, Auto, Umbr, WC, PL, Broad-Auto-Poll) Expires 11-1-2024.pdf; Clean Harbors - HHW - Second Amendment (caa, v).pdf; Exhibit A-2 - Contract Extension No. 3 HHW RFP NO. 06-06-18-11 executed.pdf; Clean Harbors Environmental Services Agreement - HHW (Piggyback CCreek)(Orig-1st A)(ABD).pdf

Approved

From: Rojas, Dominique <drojas@ppines.com>
Sent: Monday, October 23, 2023 3:04 PM
To: Rotstein, Daniel <drotstein@ppines.com>
Cc: Contracts <contracts@ppines.com>
Subject: Clean Harbors Environmental Services, Inc. - Household Hazardous Waste Collection and Disposal Services (Piggyback on City of Coconut Creek agreement) - Second Amendment for Renewal 2023-24 - Risk Approval Request

Dear Daniel,

Good afternoon. We are presenting the above-referenced renewal amendment to the City Commission, and the vendor has provided the attached, updated Certificate of Insurance for the new term.

Please could you review the certificate, so as to provide us with your approval/comments? Also attached for your reference are the Second Amendment and exhibit, and the all-back-up of the agreement.

Kindest regards,

Dominique Rojas • Contracts Specialist
Finance Department
City of Pembroke Pines
601 City Center Way, Pembroke Pines, FL 33025
Direct: 954-392-9436
Email: drojas@ppines.com
Main: 954-392-9435
Team Email: contracts@ppines.com
www.ppines.com
City Hall hours: Monday–Thursday 7am–6pm (closed on Fridays)



City of Pembroke Pines

**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.**

THIS AMENDMENT (“First Amendment”), dated October 27, 2022, is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC., a For Profit Corporation as listed with the Delaware Division of Corporations, authorized to do business in the State of Florida, and with a business address of **42 Longwater Drive, Norwell MA 02061**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on **February 2, 2022**, the Parties entered into the Agreement for Household Hazardous Waste Collection & Disposal Services ("Original Agreement") for an initial period, which shall expire on **October 23, 2022**; and,

WHEREAS, the Original Agreement authorized the renewal thereof at the expiration of the initial term for **one (1) additional two (2) year** term should the City of Coconut Creek renew the term of **Exhibit "A"** of the Original Agreement; and,

WHEREAS, the City of Coconut Creek renewed the term of **Exhibit "A"** of the Original Agreement, for a second renewal term of **one (1) year** commencing on **October 24, 2022** and naturally expiring on **October 23, 2023**, and authorized a one (1) year renewal term at the expiration thereof, as set forth in Amendment No. 1 to the Agreement between the City of Coconut Creek and Clean Harbors Environmental Services, Inc. for Household Hazardous Waste Collection & Disposal Services RFP No. 06-06-18-11, attached hereto as **Exhibit "A-1"**; and,

WHEREAS, the City of Coconut Creek has authorized rate increases at twelve percent (12%) upon a showing of very unusual and significant changes that have occurred in the industry, as set forth in Amendment No. 1 to the Agreement between the City of Coconut Creek and Clean Harbors Environmental Services, Inc. for Household Hazardous Waste Collection & Disposal Services RFP No. 06-06-18-11, attached hereto as **Exhibit "A-1"**; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution



City of Pembroke Pines

of the Original Agreement, and desire to renew the term thereof for a **one (1) year period**, to authorize a one (1) year renewal term at the expiration thereof, should the City of Coconut Creek renew the term of **Exhibit "A"** of the Original Agreement, as set forth in Amendment No. 1 to the Agreement between the City of Coconut Creek and Clean Harbors Environmental Services, Inc. for Household Hazardous Waste Collection & Disposal Services RFP No. 06-06-18-11, attached hereto as **Exhibit "A-1"**, and to supplement the compensation terms contained therein, as set forth in this First Amendment.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. Any language contained in this First Amendment, or any subsequent amendment, which is in ~~striketrough type~~ shall be deletions from the terms of the Original Agreement and language in double underlined type shall be additions to the terms of the Original Agreement.

SECTION 3. The Original Agreement is hereby renewed for a **one (1) year period** which shall commence on **October 24, 2022** and expire on **October 23, 2023**.

SECTION 4. Section 3 of the Original Agreement, as amended, is hereby revised and amended as set forth below:

3. **Compensation and Method of Payment.** CITY agrees to compensate CONTRACTOR for all services preformed by CONTRACTOR pursuant to this Agreement, for services completed and properly invoiced in accordance with the rates set forth in ~~Exhibit "A"~~ **Exhibit "A-1"**, attached hereto and made a specific part hereof by this reference. The total annual amount paid to CONTRACTOR pursuant to this Agreement is estimated not to exceed **ONE HUNDRED FORTY THOUSAND DOLLARS AND ZERO CENTS (\$140,000.00) annually**, for actual services performed at the per the unit rates outlined in ~~Exhibit "A"~~ **Exhibit "A-1"**.

SECTION 5. Scrutinized Companies. CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

5.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into



City of Pembroke Pines

or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

5.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

5.2.1 Is 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

5.2.2 Is engaged in business operations in Syria.

SECTION 6. Employment Eligibility. CONSULTANT certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

6.1 **Definitions for this Section.**

6.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

6.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

6.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

6.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

6.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

6.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

6.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and



6.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 7. In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment, and the Original Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 8. The Parties agree that in all other respects the Original Agreement shall remain in full force and effect, except as specifically modified herein.

SECTION 9. Each exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this First Amendment. The exhibits, if not physically attached, should be treated as part of this First Amendment and are incorporated herein by reference.

SECTION 10. Each person signing this First Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this First Amendment.

SECTION 11. This First Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this First Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

SIGNATURE PAGE FOLLOWS



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

DocuSigned by:
Marlene D. Graham
E858EEE04EEF4F3...
MARLENE D. GRAHAM, CITY CLERK
October 27, 2022

BY: [Signature]
MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

DocuSigned by:
Jacob Horowitz
A563A1DDEFD5417...
Print Name: Jacob Horowitz
OFFICE OF THE CITY ATTORNEY

DocuSigned by:
BY: Charles F. Dodge
47B966ECFDAD4AC...
CHARLES F. DODGE, CITY MANAGER

CONTRACTOR:

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

Signed By: [Signature]
18E7678E22B641F

Printed Name: Glenn Kennedy

Title: Vice President

**AMENDMENT NO. 1 TO THE AGREEMENT
BETWEEN
THE CITY OF COCONUT CREEK
AND
CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.
FOR
HOUSEHOLD HAZARDOUS WASTE COLLECTION & DISPOSAL
SERVICES
RFP NO. 06-06-18-11**

This Amendment No. 1 to the Agreement between the City of Coconut Creek and Clean Harbors Environmental Services, Inc. dated September 13, 2018 is made this 22nd day of September, 2022 by and between the City of Coconut Creek, Florida, (the "City"), and Clean Harbor Environmental Services, Inc. (the "Vendor") both of whom agree as follows:

WITNESSETH:

WHEREAS, the Agreement between the City of Coconut Creek and Clean Harbors Environmental Services, Inc. dated September 13, 2018 (the "Agreement"), which incorporates Solicitation HHW RFP No. 06-06-18-11 (the "Solicitation") and the Vendor's Bid Response (collectively, the "Contract Documents"), provides for a two (2) year term, with up to two (2), two (2) year extensions; and

WHEREAS, a two (2) year extension was approved in 2020 extending the Agreement to October 23, 2022; and

WHEREAS, the Agreement provides for limited price increase not exceeding the lesser of 5% or the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (All Items), for the Miami-Ft. Lauderdale, FL area, as published by the Bureau of Labor Statistics, U.S. Department of Labor; and

WHEREAS, unusual and significant changes have occurred in the industry; and

WHEREAS, the Vendor has proposed alternate price increases based on a one-year or two-year extension of the Agreement; and

WHEREAS, the City desires to extend the Agreement for only a single year subject to the Vendor's proposed 12% increase; and

WHEREAS, the parties desire to amend the Agreement and to revise the renewal period and provide for the price increase.

NOW, THEREFORE, based on the promises and covenants herein contained, the parties agree as follows:

1. The recitations referred to above are hereby incorporated herein.
2. The parties desire to amend the Contract Term by amending the following Contract

Documents:

- a. Section 5) Contract Extension, of the Agreement is amended as follows:

5) Contract Extension

The City reserves the right to extend the Agreement for one (1) ~~two (2)~~ additional two (2) year periods, and subsequently, two additional one (1) year periods, providing both parties agree to the extension, all terms, conditions and specifications remain the same, and such extension is approved by the City. Vendor shall give written notice to the City not less than ninety (90) days prior to renewal date of any adjustment in the initial Contract amount. Agreement renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the City.

In the event services are scheduled to end because of the expiration of this contract, the Vendor shall continue the service upon the request of the Contract Administrator. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Vendor shall be compensated for the service at the rate(s) in effect when the City invokes this extension clause.

- b. Section 19. Contract Term, Item 19.1 of the Solicitation as follows:

19. Contract Term

19.1 The initial contract period shall be for two (2) years. The City reserves the right to extend the contract for one (1) ~~two (2)~~ additional two (2) year periods and subsequently, two additional one (1) year periods, providing both parties agree to the extension; all the terms, conditions and specifications remain the same, and such extension is approved by the City. Successful Proposer shall give written notice to the City not less than ninety (90) days prior to renewal date of any adjustment in the initial Contract amount. Contract renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the City.

3. The parties desire to amend Section 21. Cost Adjustments, Item 21.1 of the Solicitation as follows:

21. Cost Adjustments

21.1 Costs for all products proposed under this contract shall remain firm for the initial contract period. Costs for subsequent years and any extensions term years shall be subject to an adjustment only if increases occur in the industry. ~~However, unless very unusual and significant changes have occurred in the industry,~~ Such the increases shall not exceed five percent (5%) per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (All Items), for the Miami-Ft. Lauderdale, FL area, as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase or decrease in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one (1) year prior. However, upon a showing of very unusual and significant changes that have occurred in the industry a higher increase may be approved. It is the Vendor's sole responsibility to provide sufficient documentation to demonstrate the need and support for the requested adjustment (i.e., appropriate Bureau of Labor Statistics index, change in Manufacturer's price, Insurance, etc.). Any requested price increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. ~~In the event the CPI or industry costs decline,~~

~~the City shall have the right to receive from the Proposer a reasonable reduction in costs that reflect such cost changes in the industry.~~

4. All other terms and conditions of the Agreement not in conflict with this Amendment No. 1 shall remain in full force and effect and are incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 the day and year first above written.

CITY OF COCONUT CREEK, FLORIDA



By: Karen M. Brooks
Karen M. Brooks, City Manager

Approved as to Legal Sufficiency
and Form:

By: Joseph J. Kavanagh
Joseph J. Kavanagh, City Clerk

By: Terrill C. Pyburn
Terrill C. Pyburn, City Attorney

Amendment No. 1 to Agreement
between the City of Coconut Creek and Clean Harbors Environmental Services, Inc.
for Household Hazardous Waste Collection & Disposal Services
RFP No. 06-06-18-11

CONTRACTOR

ATTEST:

	Clean Harbors Environmental Services, Inc.
	Company Name
Blank	<i>William B Hallam</i> 9/26/22
(Corporate Secretary)	Signature of President/Owner Date
Blank	William B. Hallam
Type/Print Name of Corporate Secy.	Type/Print Name of President/Owner

CORPORATE ACKNOWLEDGEMENT

STATE OF Texas :
COUNTY OF Harris : SS

I HEREBY CERTIFY The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 26th day of September, 2022, by William B. Hallam as President (type of authority, e.g. officer, trustee, attorney in fact) for CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

Alma Lemus
Signature of Notary Public
State of Texas at Large
ALMA LEMUS
Notary Public, State of Texas
Comm. Expires 06-24-2026
Notary ID 125721172
Name of Notary Public

- Personally known to me or
- Produced Identification

TX DL
Type of I.D. Produced

CITY OF COCONUT CREEK HOUSEHOLD HAZARDOUS WASTE COLLECTION & DISPOSAL SERVICES
RFP NO. 06-06-18-11
EXHIBIT "A-2" AMENDMENT NO. 1, SCHEDULE OF PROPOSAL PRICES
CLEAN HARBORS ENVIRONMENTAL SERVICES

LINE #	DESCRIPTION	ESTIMATED QUANTITIES	UOM	UNIT PRICE	12% Increase, Renewal 2
1	Mobilization for remote collection events only. Does not apply to fixed facility drum pickups, mobilization of contract labor and supply deliveries.				
1.1	One Day Remote Event Mobilization. Fixed Price to include all staff and equipment. (Price increase - Renewal 1)	22	EA	\$4,179.00	\$4,680.48
1.2	Sunday Remote Event Mobilization. Fixed Price to include all staff and equipment.	1	EA	\$5,368.50	\$6,012.72
2	Contract Labor for Remote Collection Events				
2.1	Regular Per Hour Rate (8-hours onsite) (Price increase - Renewal 1)	1465	HR	\$47.00	\$52.64
2.2	Overtime Per Hour Rate (After 8-hours onsite)	185	HR	\$65.00	\$72.80
3	Supplies Including Delivery				
3.1	5-Gallon Poly	490	EA	\$16.84	\$18.86
3.2	16-Gallon Poly	200	EA	\$20.00	\$22.40
3.3	30-Gallon Poly	165	EA	\$50.12	\$56.13
3.4	55-Gallon Poly	170	EA	\$44.90	\$50.29
3.5	55-Gallon Steel	830	EA	\$44.90	\$50.29
3.6	85-Gallon Steel	30	EA	\$168.35	\$188.55
3.7	Flex Bin	495	EA	\$84.18	\$94.28
3.8	Fluorescent Bulb Box 8-Ft.	100	EA	\$16.84	\$18.86
3.9	Fluorescent Bulb Box 4-Ft.	270	EA	\$16.84	\$18.86
3.1	Vermiculite (Per 16 lb. bag)	600	EA	\$44.90	\$50.29
4	Waste Disposal				
4.1	Petroleum Oils	35500	LBS	\$0.24	\$0.27
4.2	Fuels and Solvents Halogenated and Halogenated	45800	LBS	\$0.37	\$0.41
4.3	Antifreeze	18700	LBS	\$0.37	\$0.41
4.4	Lead Acid (wet and dry cell) (Price increase - Renewal 1)	39750	LBS	\$1.37	\$1.53
4.5	Nickel Cadmium and Nickel Metal Hydride	1785	LBS	\$1.13	\$1.27
4.6	Lithium and Lithium Ion	2850	LBS	\$1.13	\$1.27
4.7	Aerosol Cans	34400	LBS	\$0.92	\$1.03
4.8	Alkyd (Oil Based) Paint in Cans	47800	LBS	\$0.74	\$0.83
4.9	Pesticides/Poisons Liquid	23540	LBS	\$1.25	\$1.40
4.1	Pesticides/Poisons Solid	10800	LBS	\$1.25	\$1.40
4.11	Solids Containing Flammable Liquids	25500	LBS	\$0.91	\$1.02
4.12	Corrosives Liquid or Solid Acid or Alkaline	25270	LBS	\$0.99	\$1.11
4.13	Oxidizers Liquid or Solid	2050	LBS	\$1.25	\$1.40
4.14	Organic Peroxides Liquid or Solid	6340	LBS	\$6.02	\$6.74
4.15	Mercury	195	LBS	\$11.50	\$12.88
4.16	Reactives	10220	LBS	\$6.02	\$6.74
4.17	Straight Fluorescent Bulbs	17650	EA	\$1.37	\$1.53
4.18	Compact Fluorescent Bulbs	13200	EA	\$2.46	\$2.76
4.19	Metal Halide and Other Various Bulbs	3300	EA	\$2.46	\$2.76
4.2	Refrigerant/Extinguishers Gases	2200	LBS	\$6.00	\$6.72
4.21	Propane/MAPP Gas	6360	LBS	\$5.50	\$6.16
4.22	Latex Paint	504200	LBS	\$0.25	\$0.28
5	Group 2 - Electronic Waste				
5.1	Monitors/TV/CPUs	12800	LBS	\$0.35	\$0.39
5.2	Misc. Small Electronic Devicesn (Price increase - Renewal 1)	180250	LBS	\$0.11	\$0.12
6	Flat Fee for the preparation and processing of invoices for Joint Events only				
6.1	Please state your "Flat Fee" for processing invoices for Joint Events only	1	EA	\$0.00	\$0.00
		TOTALS		\$10,221.33	\$11,447.89



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 20.

File ID: 22-0699

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 08/30/2022

Short Title: Contracts Database Report - October 19th, 2022

Final Action: 10/19/2022

Title: MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:

(A) Clean Harbors Environmental Services, Inc. - Household Hazardous Waste Collection and Disposal Services - Renewal

(B) Maverick United Elevator, LLC - Elevator Maintenance and Repairs (City-wide) - Renewal

ITEMS (C) THROUGH (E) ARE NOT BEING RENEWED, THEREFORE, NO COMMISSION ACTION IS REQUIRED AS THEY ARE PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:

(C) Compass Group USA, Inc. - Food Service Management ED-17-05 - Non-renewal

(D) Vitas Healthcare Corporation of Florida - Palliative and Hospice Care - Non-renewal

(E) Airgas USA, LLC - Purchase of Carbon Dioxide, Liquid Bulk Delivery CO-OP - Non-renewal

***Agenda Date:** 10/19/2022

Agenda Number: 20.

Internal Notes:

Attachments: 1. Contracts Database Report - October 19th, 2022, 2. A. Clean Harbors Environmental Services Agreement - HHW (all backup), 3. B. Maverick United Elevator - Elevator Maintenance Citywide (all backup), 4. C. Compass Group USA, Inc. - Food Service (AB), 5. D. Vitas Healthcare - Bereavement, Palliative and Hospice Care (AB), 6. E. Airgas USA - Carbon Dioxide (AB)

Agenda Request Form Continued (22-0699)

1	City Commission	10/19/2022	approve	Pass
	Action Text:	A motion was made to approve on the Consent Agenda		
		Aye: - 5 Mayor Ortis, Vice Mayor Schwartz, Commissioner Castillo, Commissioner Siple, and Commissioner Good Jr.		
		Nay: - 0		

SUMMARY EXPLANATION AND BACKGROUND:

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."
2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.
3. The Agreements shown below are listed on the Contracts Database Reports for renewal.

(A) Clean Harbors Environmental Services, Inc. - Household Hazardous Waste Collection and Disposal Services - Renewal

1. On February 2, 2022, the City entered into an Agreement with Clean Harbors Environmental Services, Inc. for an eight (8) month period, which expires on October 23, 2022.
2. Clean Harbors Environmental Services, Inc. provides household hazardous waste collection and disposal services for the City's residents.
3. The Original Agreement provided for an additional two (2) year renewal term should the City of Coconut Creek renew the term of their agreement.
4. On September 22, 2022, the City of Coconut Creek renewed their agreement with Clean Harbors Environmental Services, Inc. for a one (1) year period and increased their prices by 12%.
5. The City's Administration is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve the First Amendment for a one (1) year renewal term commencing on October 24, 2022 and expiring on October 23, 2023, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal:** Approximately \$140,000, annually, based on actual usage. Annually, the City determines the rate for residential sanitation, including the cost of providing quarterly events to

Agenda Request Form Continued (22-0699)

collect household hazardous waste, in order to cover the cost of providing services.

b) Amount budgeted for this item in Account No:

472-000-6050-343340-0000-000-0000- Sanitation Fee- Disposal; 472 534 6050 543002
0000 000 0000 - Household Hazardous Waste

c) Source of funding for difference, if not fully budgeted:

472-534-6050-543001-0000-000-0000 - Residential Disposal

d) 1 year projection of the operational cost of the project

	FY 2022-23
Revenues	\$140,000.00
Expenditures	\$140,000.00
Net Cost	\$0.00

e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable

(B) Maverick United Elevator, LLC. - Elevator Maintenance and Repairs (City-wide) - Renewal

1. On August 4, 2021, the City entered into an Agreement with Maverick United Elevator, LLC. for an initial period, expiring on June 5, 2022.

2. Maverick United Elevator, LLC. provides elevator maintenance and repair services at various locations in the City.

3. Section 4 of the Original Agreement authorizes the renewal of the Original Agreement at the expiration of the initial term for an additional, one (1) year term, should the City of Fort Lauderdale renew the terms of Exhibit "A" for an additional one (1) year.

4. The City of Fort Lauderdale has renewed the terms of Exhibit "A" for an additional one (1) year.

5. The Public Services Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this First Amendment for the one (1) year renewal term commencing on June 6, 2022 and expiring on June 5, 2023,

Agenda Request Form Continued (22-0699)

as allowed by the Agreement.

Reviewed by Commission Auditor.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$38,550.00

b) Amount budgeted for this item in Account No:

Pines Point: 001-554-8002-546800-0000-000-0000- (Maintenance Contracts)	\$6,600.00
FSU: 173-569-5061-534950-7900-350-0000- (Other Svc - Maintenance)	\$1,800.00
West Campus: 170-569-5051-534950-7900-350-0000-00551 (Other Svc - Maintenance)	\$900.00
West Campus: 171-569-5052-534950-7900-350-0000-00553 (Other Svc - Maintenance)	\$900.00
Academic Village: 172-569-5053-534950-7900-350-0000- (Other Svc - Maintenance)	\$4,500.00
Central Campus: 170-569-5051-534950-7900-350-0000-00552 (Other Svc - Maintenance)	\$1,350.00
Central Campus: 171-569-5052-534950-7900-350-0000-00554 (Other Svc - Maintenance)	\$1,350.00
Water Plant: 471-533-6031-534950-0000-000-0000- (Other Svc - Maintenance)	\$900.00
Fire Station 101: 001-529-4003-534950-0000-000-0000-00911 (Other Svc - Maintenance)	\$900.00
Fire Department: 001-529-4003-534950-0000-000-0000- (Other Svc - Maintenance)	\$900.00
Police Station: 001-521-3001-546800-0000-000-0000- (Maintenance Contract)	\$3,600.00
Pines Place: 001-554-8002-546800-0000-000-0000-00603 (Maintenance Contracts)	\$14,850.00

c) Source of funding for difference, if not fully budgeted: Not Applicable.

d) 1 year projection of the operational cost of the project:

	School FY 2021-22	FY 2022-23
Revenues	\$.00	\$.00
Expenditures	\$900.00	\$9,900.00
Net Cost	\$900.00	\$9,900.00

	City FY 2021-22	FY 2022-23
Revenues	\$.00	\$.00
Expenditures	\$9,250.00	\$18,500.00
Net Cost	\$9,250.00	\$18,500.00

e) Detail of additional staff requirements: Not Applicable

(C) Compass Group USA, Inc. - Food Service Management ED-17-05 - Non-renewal

1. On June 13, 2018, the City entered into an Agreement with Compass Group USA, Inc. for an initial one (1) year period, which expired on June 30, 2019.

2. Compass Group USA, Inc. provided nutritionally balanced meals to the City's Charter Schools and Early Development Centers.

3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for four (4) additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.

4. To date the Original Agreement, as amended, has had five (5) amendments, including four (4) additional one (1) year terms which extended the term to June 30, 2023.

5. The City of Pembroke Pines Charter Schools Department and the Early Development Centers are satisfied with the performance and execution of the Original Agreement, as amended but at this time there is no further renewals available, and a new procurement process will be needed for these services.

(D) Vitas Healthcare Corporation of Florida - Palliative and Hospice Care - Non-renewal

1. On June 6, 2011, the City entered into an Agreement with Vitas Healthcare Corporation of Florida for one (1) year period, which expired on June 12, 2012.

2. Vitas Healthcare Corporation of Florida provides the City's Community Services Department with palliative and hospice care services to its senior clientele and residents at the Southwest Focal Point Senior Center.

3. Section 1.B. of the Original Agreement authorizes the renewal of the Original Agreement for additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.

4. The term of the Original Agreement, as amended, has been renewed eleven (11) times, and extended once through and including November 5, 2022.

5. The Community Services Department is satisfied with the performance and execution of the Original Agreement, as amended, but the vendor does not wish to renew the Agreement for an additional period.

(E) Airgas USA, LLC - Purchase of Carbon Dioxide, Liquid Bulk Delivery CO-OP - Non-renewal

1. On October 7, 2019, the City entered into an Agreement with Airgas USA, LLC for an initial one (1) year period, which expired on October 6, 2020.

2. Airgas USA, LLC provides the City's Utilities Department with Carbon Dioxide, Liquid Bulk Delivery.

3. Section I (B) of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional one (1) year renewal terms upon mutual consent.

4. On January 11, 2022, the parties signed a Memorandum of Understanding and extended the Term until January 10, 2023.

Agenda Request Form Continued (22-0699)

5. The Utilities Department is satisfied with the performance and execution of the Original Agreement and but at this time there is no more renewal terms available, and a new procurement process will be needed.

RESOLUTION NO. 2022-194

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF COCONUT CREEK AND CLEAN HARBORS ENVIRONMENTAL SERVICES, INC. TO PROVIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES PURSUANT TO RFP NO. 06-06-18-11; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has an agreement with Clean Harbors Environmental Services, Inc. to provide household hazardous waste collection and disposal services pursuant to Request for Proposals (RFP) No. 06-06-18-11; and

WHEREAS, the City of Coconut Creek is the lead agency for this cooperative contract on behalf of the Southeast Florida Governmental Purchasing Co-operative Group; and

WHEREAS, the agreement provided for an initial contract period of two (2) years with the option to extend the contract for two (2) additional two (2) year periods; and

WHEREAS, the initial two (2) year period and first two (2) year extension have been executed, which first extension is set to expire on October 23, 2022; and

WHEREAS, the agreement provides for limited price increase not exceeding the lesser of five percent (5%) or the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (All Items), for the Miami-Ft. Lauderdale, FL area, as published by the Bureau of Labor Statistics, U.S. Department of Labor; and

WHEREAS, unusual and significant changes have occurred in the industry; and

WHEREAS, the Vendor has proposed alternate price increases of fifteen percent (15%) based on a one (1) year extension or nineteen percent (19%) on a two (2) year

extension; and

WHEREAS, the City desires to extend the agreement for only a single year subject to a negotiated twelve percent (12%) increase; and

WHEREAS, the City Commission deems it to be in the best interest of the residents of the City of Coconut Creek to extend the contract with Clean Harbors Environmental Services, Inc. to provide household hazardous waste collection and disposal services pursuant to the terms of Amendment No. 1.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:

Section 1: That the foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution. All exhibits attached hereto are incorporated herein and made a specific part of this resolution.

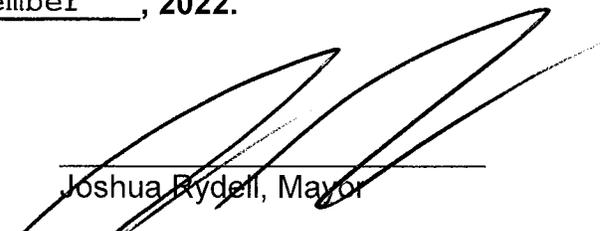
Section 2: That the City Commission has reviewed and hereby approves Amendment No. 1 to the Agreement between the City of Coconut Creek and Clean Harbors Environmental Services, Inc. for the purpose of providing household hazardous waste collection and disposal services.

Section 3: That the City Manager, or designee, is hereby authorized to execute the Amendment No. 1 to the Agreement between the City of Coconut Creek and Clean Harbors Environmental Services, Inc. to provide household hazardous waste collection and disposal service.

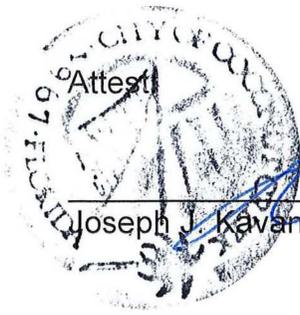
Section 4: That if any clause, section, other part or application of this resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or in application, it shall not affect the validity of the remaining portion or applications of this resolution.

Section 5: That this resolution shall be in full force and effect immediately upon its adoption.

Adopted this 22nd day of September, 2022.



Joshua Rydell, Mayor



Attest

Joseph J. Kavanagh, City Clerk

Rydell	<u>Aye</u>
Welch	<u>Aye</u>
Tooley	<u>Aye</u>
Railey	<u>Aye</u>
Brodie	<u>Aye</u>



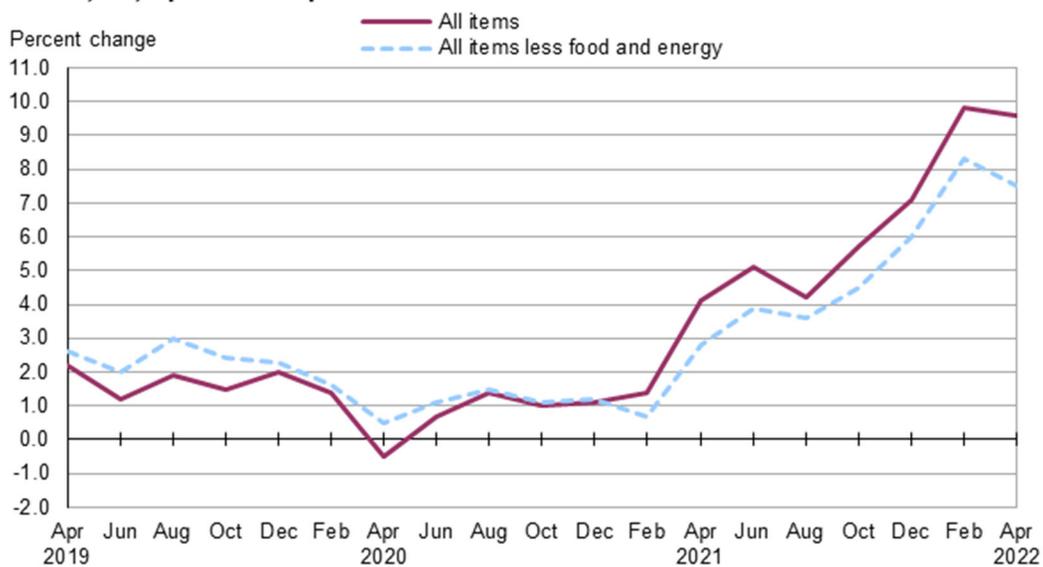
Lorie Messer
City of Coconut Creek
4800 Copans Road
Coconut Creek, FL 33063

Dear Lorie,

Upon internal review of the current HHW contract rates, and pursuant to section 21 of the contract, Cost Adjustments, I would like to request an overall price increase as we have experienced significant cost increase pressures over the course of this contract term.

In addition to the following visual aid from the Bureau of Labor Statistics depicting an unprecedented rise in CPI-U for Miami-Ft. Lauderdale-Palm Beach in decades, the more specific criteria impacting our industry are identified in the attached PowerPoint presentation.

Chart 1. Over-the-year percent change in CPI-U, Miami-Fort Lauderdale-West Palm Beach, FL, April 2019–April 2022



Source: U.S. Bureau of Labor Statistics.

As we understand that the current price increase requirement is unusually high due to current economic conditions, we would like to present two options to the Coconut Creek Co-op HHW Services members.

Option 1:

- 1 year contract extension with a 12% overall price increase.

Option 2:

- 2 year contract extension with a 19% overall price increase.

Please note that the new rates will be honored for the full length of the contract extension term that is selected, and we will work diligently to minimize service costs throughout that time period. We can achieve this by utilizing the most cost-efficient supplies available for use, and by continuing to staff all HHW events in the most efficient manner possible.

Should you have any questions upon review, please feel free to reach me at any time. We look forward to continuing to support the Coconut Creek Co-op's HHW program initiatives and truly appreciate your business and the close relationships we have built over the years.

Thank you,

Safety Starts with Me: Live It 3-6-5

Patrick Ethridge

Account Manager

Clean Harbors

(c) 954.465.6469

ethridge.patrick@cleanharbors.com

www.cleanharbors.com





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/25/2022

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 Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT Willis Towers Watson Certificate Center NAME: 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	
INSURED Clean Harbors Environmental Services, Inc. and its Affiliates 42 Longwater Drive Norwell, MA 02061	INSURER A: Starr Indemnity & Liability Company NAIC # 38318	
	INSURER B: ACE American Insurance Company 22667	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER: W26423247** **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 <input checked="" type="checkbox"/> XCU <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> JEC1 <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			1000090736221	11/01/2022	11/01/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" 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 <input checked="" type="checkbox"/> MCS-90			1000679502221	11/01/2022	11/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			1000095587221	11/01/2022	11/01/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	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 No	N/A	1000005137 (AOS)	11/01/2022	11/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	Workers Compensation & Empl Liab (AK, AZ, IA, NJ, NY NC, VT, CT) Per Statute			1000005140	11/01/2022	11/01/2023	E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMP \$2,000,000 E.L. DISEASE-POL LMT \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Scope of Work: All operations of the Named Insured.
SEE ATTACHED

CERTIFICATE HOLDER City of Pembroke Pines Attn: Mark Gomes 601 City Center Way Pembroke Pines, FL 33025	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 Willis Towers Watson Northeast, Inc.		NAMED INSURED Clean Harbors Environmental Services, Inc. and its Affiliates 42 Longwater Drive Norwell, MA 02061	
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

Certificate Holder is named as an Additional Insured for General Liability and Auto Liability as their interests may appear if required by written contract but only with respect to liability arising out of operations of the Named Insured.

INSURER AFFORDING COVERAGE: Starr Indemnity & Liability Company NAIC#: 38318
 POLICY NUMBER: 1000005138 (MA, FL) EFF DATE: 11/01/2022 EXP DATE: 11/01/2023

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation & Employers Liability Per Statute	E.L. EACH ACCIDENT E.L. DISEASE - EA EMP E.L. DISEASE-POL LMT	\$2,000,000 \$2,000,000 \$2,000,000

INSURER AFFORDING COVERAGE: Starr Indemnity & Liability Company NAIC#: 38318
 POLICY NUMBER: 1000679513221 EFF DATE: 11/01/2022 EXP DATE: 11/01/2023

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Auto Liability (MA) Any Auto, Owned Autos only, Hired Autos only, Non-owned Autos only	CSL (Ea accident) MCS-90	5,000,000

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667
 POLICY NUMBER: COO G27416603 008 EFF DATE: 11/01/2022 EXP DATE: 11/01/2023

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Contractor's Pollution Liability	Each Claim	\$10,000,000
	All Claims	\$10,000,000
	SIR	\$250,000

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667
 POLICY NUMBER: COO G27416603 008 EFF DATE: 11/01/2022 EXP DATE: 11/01/2023

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional Liability	Each Claim	\$10,000,000
	All Claims	\$10,000,000
	SIR	\$250,000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY – BROADENED COVERAGE FOR COVERED AUTOS – BUSINESS AUTO AND MOTOR CARRIER COVERAGE FORMS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Covered Autos Liability Coverage is changed as follows:

1. Paragraph **a.** of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph **A.1.** above, Exclusion **B.6. Care, Custody Or Control** does not apply.

B. Changes In Definitions

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

- D.** "Covered pollution cost or expense" means any cost or expense arising out of:
1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a.** Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b.** After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1)** The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2)** The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

Rojas, Dominique

From: Rotstein, Daniel
Sent: Wednesday, October 26, 2022 7:55 AM
To: Rojas, Dominique
Subject: FW: Clean Harbors Environmental Services - HHW - First Amendment for renewal 2022-23 - Risk Approval Request
Attachments: COI (GL, Auto, Umbr, WC, PL, Poll w BL) Exp. 11-1-2023.pdf; Clean Harbors Environmental - HHW - First Amendment.pdf; Exhibit A-1 - Amendment No. 1 HHW RFP No. 06-06-18-11 Fully Executed.pdf; Clean_Harbors_Environmental_Services_Agreement_-_HHW_(Piggyback_CCreek)(ABD).pdf

Approved

From: Rojas, Dominique <drojas@ppines.com>
Sent: Wednesday, October 26, 2022 7:29 AM
To: Rotstein, Daniel <drotstein@ppines.com>
Cc: Contracts <contracts@ppines.com>
Subject: Clean Harbors Environmental Services - HHW - First Amendment for renewal 2022-23 - Risk Approval Request

Dear Daniel,

Good morning. Please find attached for your review the updated certificate of insurance for the above-referenced agreement.

Also attached for your reference are the new amendment, and the original agreement.

We stand by for your approval, with kindest regards,

Dominique Rojas • Contracts Specialist

Finance Department

City of Pembroke Pines

601 City Center Way, Pembroke Pines, FL 33025

Direct: 954-392-9436

Email: drojas@ppines.com

Main: 954-392-9435

Team Email: contracts@ppines.com

www.ppines.com

City Hall hours: Monday–Thursday 7am–6pm (closed on Fridays)



**AGREEMENT BETWEEN
THE CITY OF PEMBROKE PINES AND
CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.**

THIS AGREEMENT (“Agreement”), is entered into on this 2nd day of February 2022, (“Effective Date”), by and between the **City of Pembroke Pines**, a Florida municipal corporation with a business address of 601 City Center Way, Pembroke Pines, Florida 33025 (hereinafter referred to as “CITY”), and **Clean Harbors Environmental Services, Inc.**, a For Profit Corporation, with a business address of **42 Longwater Drive, Norwell, MA 02061** (“CONTRACTOR”). CITY and CONTRACTOR shall be collectively referred to herein as “Parties” and individually as “Party”.

WHEREAS, the CITY desires to obtain household hazardous waste collection and disposal services for CITY’s residents; and,

WHEREAS, on October 24, 2018, the City of Coconut Creek (“Coconut Creek”) entered into an agreement with CONTRACTOR pursuant to Request for Proposals (RFP) No. 06-06-18-11, entitled “Household Hazardous Waste Collection & Disposal Services,” for a term of two (2) years, with the option to renew for two (2) additional two (2) year terms; and,

WHEREAS, on October 24, 2020, Coconut Creek and CONTRACTOR amended the agreement associated with RFP No. 06-06-18-11 to renew the term of the agreement for two (2) years which will naturally expire on October 23, 2022; and,

WHEREAS, pursuant to CITY Code of Ordinances §35.18(C)(6), entitled “Cooperative Purchasing”, CITY has evaluated Coconut Creek RFP No. 06-06-18-11 and the related agreement with CONTRACTOR and determined such terms and pricing may be utilized by CITY to procure household hazardous waste collection and disposal services; and,

WHEREAS, pursuant to CITY Code of Ordinances §35.18(C)(6), the CITY desires to engage CONTRACTOR to provide household hazardous waste collection and disposal services utilizing the terms and pricing offered in Coconut Creek RFP No. 06-06-18-11 and the related agreement with CONTRACTOR; and,

WHEREAS, CONTRACTOR agrees to extend the same terms and pricing as set forth in Coconut Creek RFP No. 06-06-18-11 and the related agreement with CONTRACTOR to CITY as set forth herein; and,

WHEREAS, the Parties wish to incorporate and supplement the terms and conditions set forth in Coconut Creek RFP No. 06-06-18-11 and the related agreement with CONTRACTOR, attached hereto and made a specific part hereof as **Exhibit “A”**, with the terms and requirements set forth herein; and,

WHEREAS, at its meeting of February 2nd, 2022 the CITY Commission approved this Agreement and authorized the proper CITY officials to execute this Agreement.



NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the Parties agree as follows:

1. The foregoing recitals are true and correct and incorporated herein as if set forth in full.
2. **Services and Responsibilities.** CONTRACTOR hereby agrees to perform the **household hazardous waste collection and disposal services** for CITY's residents, in accordance with the specification more particularly described in **Exhibit "A"** and as further provided in CONTRACTOR's proposal for CITY, attached hereto as **Exhibit "B,"** and made a specific part hereof by reference. CONTRACTOR agrees to perform all services required pursuant to this Agreement, each exhibit, amendment, or addenda hereto, and set forth in the Commission award.
 - 2.1 **Hazardous Waste.** Hazardous waste, as referred to herein shall be defined as: solid waste, or a combination of solid wastes, which because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed, as provided for in §403.703, Florida Statutes, as may be amended from time to time.
 - 2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed pursuant to this Agreement shall be done in a professional manner.
 - 2.3 CONTRACTOR shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. CONTRACTOR shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. CONTRACTOR shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the CONTRACTOR's expense.
 - 2.4 CONTRACTOR shall schedule regular meetings with the CITY representatives at least four times a year to discuss issues related to the services provided pursuant to this Agreement.
 - 2.5 CONTRACTOR hereby represents to CITY that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services pursuant to this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement. If CONTRACTOR's license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the CITY immediately.



City of Pembroke Pines

- 2.6 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.
- 2.7 CONTRACTOR shall not subcontract any of its obligations under this Agreement without first obtaining the CITY's prior written consent. In the event the CITY does consent in writing to a subcontracting arrangement, CONTRACTOR shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Agreement. Any subcontract entered into by CONTRACTOR shall name the CITY as a third party beneficiary.
- 2.8 CONTRACTOR shall have available and maintain the necessary amount of collection trucks to perform the work as specified herein and in Exhibit "A". All collection trucks shall meet and comply with all State, County, and City laws, rules, regulations, and ordinances, for the appropriate class of truck.
- 2.9 CONTRACTOR shall not litter or cause any spillage to occur upon the premises or the right-of-way where collection occurs. During hauling, all waste shall be containerized, tied, or enclosed so that leaking, spilling or blowing is prevented. In the event of any spillage caused by CONTRACTOR, CONTRACTOR shall promptly clean up all spillage. Spillage shall be promptly reported to Contract Administrator. Clean up must be approved by the Contract Administrator.
3. **Compensation and Method of Payment.** CITY agrees to compensate CONTRACTOR for all services performed by CONTRACTOR pursuant to this Agreement, for services completed, and properly invoiced in accordance with the rates set forth in **Exhibit "A,"** attached hereto and made a specific part hereof by this reference. The total annual amount paid to CONTRACTOR pursuant to this Agreement is estimated not to exceed **ONE HUNDRED FORTY THOUSAND DOLLARS AND ZERO CENTS (\$140,000.00) annually,** for actual services performed at the per unit rates outlined in **Exhibit "A"**.
- 3.1 All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes. Payment shall be made to CONTRACTOR at:
- Clean Harbors Environmental Services, Inc.**
42 Longwater Drive
Norwell, MA 02061
4. **Changes to Scope.** CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the scope of services, to be provided pursuant to this Agreement as described in **Exhibit "A"** and **Exhibit "B"**. These changes may affect the compensation accordingly. Such changes or additional services must be in accordance with the provisions of CITY's Code of Ordinances and must be contained in a written amendment, executed by the



Parties hereto prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. In no event will the CONTRACTOR be compensated for any work which has not been described either herein, in a purchase order, or in a separate written agreement executed by the Parties hereto. CONTRACTOR shall continue work when seeking change order unless work has not been authorized herein, or by written amendment or change order, executed by the Parties hereto.

5. **Term.** The term of this Agreement shall commence on the Effective Date of this Agreement and shall expire on **October 23, 2022**. Should the City of Coconut Creek renew the terms of **Exhibit "A"** for an additional two (2) year term, the term of this Agreement may be renewed by the Parties in a written amendment hereto pursuant to the same terms and conditions as provided for herein.

6. **Termination of Agreement.**

- 6.1 **Termination for Convenience.** This Agreement may be terminated by CITY for convenience, upon providing thirty (30) calendar days written notice of such termination to CONTRACTOR, in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination.

- 6.2 **Termination for Cause; Default.** In addition to all other remedies available to CITY, this Agreement shall be subject to termination by CITY for cause, should CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by CONTRACTOR of written notice of such neglect or failure. In the event that CONTRACTOR abandons this Agreement, CONTRACTOR shall indemnify CITY against loss pertaining to such abandonment. CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement.

- 6.3 **Default Events.** The occurrence of any one or more of the following events shall constitute a default and breach of this agreement by CONTRACTOR:

- 6.3.1 Unnecessary delay, refusal of, or failure to correct deficiencies for a period of ninety (90) days after receipt by CONTRACTOR of written notice of such neglect or failure.

- 6.3.2 Assignment and/or transfer of this Agreement which is not expressly permitted here under or in writing by CITY.

- 6.3.3 The filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudicated bankrupt (unless, the same is dismissed within sixty (60) days of such filing).



6.3.4 The default by CONTRACTOR with respect to any obligations to any third party pertaining to CONTRACTOR or to Collection Services, which may permit any third party, either immediately or following notice and/or the passage of time to accelerate the maturity of any obligation of CONTRACTOR, to assume control of CONTRACTOR or take possession of or to transfer or caused to be transferred to any third party any portion of the assets of CONTRACTOR, but only if such default materially interferes with or prevents CONTRACTOR's performance under the terms of this Agreement.

6.3.5 If CONTRACTOR shall fail to diligently perform its work in accordance with the requirements of this Agreement.

7. **Insurance.**

7.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

7.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

7.4 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the CONTRACTOR or their insurance broker must agree to provide notice.

7.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

7.6 **Required Insurance.** CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No



City of Pembroke Pines

- ✓ 7.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Designated Construction Project(s) General Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ✓ 7.6.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

Yes No

- ✓ 7.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000



If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

- 7.6.4 Umbrella/Excess Liability Insurance in the amount of \$5,000,000.00 as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- 7.6.5 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

7.7 REQUIRED ENDORSEMENTS.

- 7.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 7.7.2 Waiver of all Rights of Subrogation against the CITY.
- 7.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
- 7.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.
- 7.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.

7.8 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

8. **Indemnification.** The CONTRACTOR shall indemnify, save harmless and undertake the defense of CITY, its City Commissioners, agents, servants and employees from and against any and all claims, suits, actions, damages, or causes of action arising during the term of



this Agreement for any personal or bodily injury, loss of life, or damage to property arising directly or indirectly from CONTRACTOR's performance of this Agreement and from and against all costs, counsel fees, expenses and liabilities incurred in and about any such claims, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders or judgements which may be entered therein. CITY shall notify CONTRACTOR within ten (10) days of receipt by CITY of any claim, suit or action against CITY arising directly or indirectly from the operations of CONTRACTOR hereunder, for which CITY may be entitled to a claim or indemnity against CONTRACTOR, under the provisions of this Agreement. CONTRACTOR shall also be liable to CITY for all costs, expenses, attorney's fees and damages which may be incurred or sustained by CITY by reason of CONTRACTOR's breach of any of the provisions of the Agreement.

- 8.1 Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.
- 8.2 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.
9. **Agreement Subject to Funding.** This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.
10. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.
11. **Sovereign Immunity.** Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.
12. **Independent Contractor.** This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those



of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, or Federal policies, rules or regulations relating to the use of CONTRACTOR's funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

13. **Non-Discrimination & Equal Opportunity Employment.** During the performance of the Agreement, neither CONTRACTOR nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that CONTRACTOR will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.
14. **Uncontrollable Forces.** Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, pandemic, acts of God, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.
15. **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.



16. **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Parties hereto.
17. **Public Records.** The City of Pembroke Pines is a public agency subject to Chapter 119, Florida Statutes. CONTRACTOR shall comply with Florida's Public Records Law. Specifically, CONTRACTOR shall:
- 17.1 Keep and maintain public records required by the CITY to perform the service;
- 17.2 Upon request from the CITY's custodian of public records, provide the CITY 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;
- 17.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after CONTRACTOR transfers the records in its possession to the CITY; and
- 17.4 Upon completion of the Agreement, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
- 17.5 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a default and breach of this Agreement, for which, the CITY may terminate the Agreement in accordance with the terms herein.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
mgraham@ppines.com**



City of Pembroke Pines

18. **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CITY designates the following as the respective places for giving of notice:

CITY: Charles F. Dodge, City Manager
City of Pembroke Pines
601 City Center Way, 4th Floor
Pembroke Pines, Florida 33025
Telephone No. (954) 450-1040

Copy To: Rose Colombo, Contract Administrator
City of Pembroke Pines
8300 South Palm Drive
Pembroke Pines, Florida 33025
Telephone No. (954) 518-9011

Copy To: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

CONTRACTOR: Patrick Ethridge, Account Manager
Clean Harbors Environmental Services, Inc.
7001 Kilo Avenue
Barlow, Florida 33830
Telephone No. (954) 465-6469
E-Mail: ethridge.patrick@cleanharbors.com

19. **Attorneys' Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

20. **Counterparts and Execution.** This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

21. **Scrutinized Companies.** CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with



Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

21.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

21.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

21.2.1 Is 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

21.2.2 Is engaged in business operations in Syria.

22. **Employment Eligibility.** CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

22.1 **Definitions for this Section.**

22.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

22.1.2 “Subcontractor” includes, but is not limited to, a vendor or consultant.

22.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

22.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

22.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

22.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and



City of Pembroke Pines

- 22.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and
- 22.2.3 The Contractor shall comply with the provisions of Section 448.095, Florida Statutes., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Agreement under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.
23. **Records and Audit.** CITY may, upon prior written notice and at a mutually agreed upon date for a period of up to five (5) years following the date of final performance of services by CONTRACTOR under this Agreement, review those books and records of CONTRACTOR which are related to CONTRACTOR's performance under this Agreement. CONTRACTOR agrees to maintain all such books and records at its relevant branch location for a period of five (5) years after final payment is made under this Agreement, or as otherwise required by applicable law.
24. **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
25. **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.
26. **Compliance with Laws.** It shall be the CONTRACTOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies as applicable.



City of Pembroke Pines

27. **Entire Agreement.** These terms, together with **Exhibit “A”** and **Exhibit “B”**, incorporated herein by reference, set forth the entire understanding of the parties and supersedes all prior agreements, whether written or oral, with request to such subject matter. All references to “Coconut Creek” or “City” in **Exhibit “A”** shall be construed as a reference to CITY, and all terms and conditions shall be deemed as having been available for use by the City of Pembroke Pines.
28. **Conflict of Terms.** In the event of any conflict or ambiguity by and between the terms set forth in Exhibit “A” and Exhibit “B” with the terms set forth herein, the terms of this Agreement shall prevail followed by Exhibit “B” and Exhibit “A”.

SIGNATURE PAGE FOLLOWS



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

DocuSigned by:

Marlene D. Graham

E858EEE04EEF4F3...

MARLENE D. GRAHAM, CITY CLERK

February 15, 2022

BY:

[Signature] (for)

MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

DocuSigned by:

Danielle Schwabe

013E807C191D4FF...

Print Name: Danielle Schwabe

OFFICE OF THE CITY ATTORNEY

DocuSigned by:

Charles F. Dodge

47B966ECFDAD4AC...

CHARLES F. DODGE, CITY MANAGER

CONTRACTOR:

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

Signed By:

[Signature]

Name:

Gless Kennedy

Title:

DUP

**FINANCE AND ADMINISTRATIVE SERVICES
PURCHASING AND CONTRACTS DIVISION**

4800 WEST COPANS ROAD
COCONUT CREEK, FLORIDA 33063

PETA-GAY LAKE
DEPARTMENT DIRECTOR

August 18, 2020

EMAIL RETURN RECEIPT REQUESTED

Mr. Patrick Ethridge
Clean Harbors Environmental Services
42 Longwater Drive
Norwell, MA 02061
ethridge.patrick@cleanharbors.com

Re: Contract Extension No. 1
Household Hazardous Waste Collection & Disposal Services
RFP No. 06-06-18-11

Dear Mr. Ethridge:

The initial contract period for the referenced project expires on October 23, 2020. Under the terms and conditions of the contract, the City would like to exercise its option to extend this contract for an additional two (2) year term. A cost increase is approved for line items 1.1 one Day Remote Event Mobilization, 2.1 Regular Per Hour Rate – 8 Hours Onsite, 4.4 Lead Acid Wet and Dry Cell, and 5.2 Misc. Small Electronic Devices. All new rates as well as all unchanged rates will be honored for the full length of the two (2) year contract extension term. This would constitute the first of two possible extensions. If it is accepted and approved, it will begin October 24, 2020 and expire on October 23, 2022.

Please advise if a renewal of our current contract is acceptable to your company. Kindly indicate the appropriate information below and return this letter to my attention no later than 5 p.m. EST, Thursday, August 20, 2020.

On behalf of the City of Coconut Creek, we look forward to continuing our long and successful business association with your company. Should you have any questions concerning this letter, please contact me at 954-956-1584.

Sincerely,

LORIE MESSER, CTCM
Purchasing Analyst
lmesser@coconutcreek.net

cc: Malena Zarate, Public Works Project Coordinator

Yes, I hereby agree to a two-year extension of the contract.

No, I am unable to provide a two-year extension of the contract for the following reason(s):

Mitch Osborne
Name (print)

DocuSigned by:
Mitch Osborne

465310D52C6D48C...
Signature

8/19/2020 | 11:14:48 AM PD

Date

LINE #	DESCRIPTION	ESTIMATED QUANTITIES	UOM	UNIT PRICE	EXTENDED
1	Mobilization for remote collection events only. Does not apply to fixed facility drum pickups, mobilization of contract labor and supply deliveries.				
1.1	One Day Remote Event Mobilization. Fixed Price to include all staff and equipment. (Price increase - Renewal 1).	22	EA	<u>\$4,179.00</u>	<u>\$91,938.00</u>
1.2	Sunday Remote Event Mobilization. Fixed Price to include all staff and equipment.	1	EA	\$5,368.50	\$5,368.50
2	Contract Labor for Remote Collection Events				
2.1	Regular Per Hour Rate (8-hours onsite) (Price increase - Renewal 1)	1465	HR	<u>\$47.00</u>	<u>\$68,855.00</u>
2.2	Overtime Per Hour Rate (After 8-hours onsite)	185	HR	\$65.00	\$12,025.00
3	Supplies Including Delivery				
3.1	5-Gallon Poly	490	EA	\$16.84	\$8,251.60
3.2	16-Gallon Poly	200	EA	\$20.00	\$4,000.00
3.3	30-Gallon Poly	165	EA	\$50.12	\$8,269.80
3.4	55-Gallon Poly	170	EA	\$44.90	\$7,633.00
3.5	55-Gallon Steel	830	EA	\$44.90	\$37,267.00
3.6	85-Gallon Steel	30	EA	\$168.35	\$5,050.50
3.7	Flex Bin	495	EA	\$84.18	\$41,669.10
3.8	Fluorescent Bulb Box 8-Ft.	100	EA	\$16.84	\$1,684.00
3.9	Fluorescent Bulb Box 4-Ft.	270	EA	\$16.84	\$4,546.80
3.1	Vermiculite (Per 16 lb. bag)	600	EA	\$44.90	\$26,940.00
4	Waste Disposal				
4.1	Petroleum Oils	35500	LBS	\$0.24	\$8,520.00
4.2	Fuels and Solvents Halogenated and Halogenated	45800	LBS	\$0.37	\$16,946.00
4.3	Antifreeze	18700	LBS	\$0.37	\$6,919.00
4.4	Lead Acid (wet and dry cell) (Price increase - Renewal 1)	39750	LBS	<u>\$1.37</u>	<u>\$54,457.50</u>
4.5	Nickel Cadmium and Nickel Metal Hydride	1785	LBS	\$1.13	\$2,017.05
4.6	Lithium and Lithium Ion	2850	LBS	\$1.13	\$3,220.50
4.7	Aerosol Cans	34400	LBS	\$0.92	\$31,648.00
4.8	Alkyd (Oil Based) Paint in Cans	47800	LBS	\$0.74	\$35,372.00

4.9	Pesticides/Poisons Liquid	23540	LBS	\$1.25	\$29,425.00
4.1	Pesticides/Poisons Solid	10800	LBS	\$1.25	\$13,500.00
4.11	Solids Containing Flammable Liquids	25500	LBS	\$0.91	\$23,205.00
4.12	Corrosives Liquid or Solid Acid or Alkaline	25270	LBS	\$0.99	\$25,017.30
4.13	Oxidizers Liquid or Solid	2050	LBS	\$1.25	\$2,562.50
4.14	Organic Peroxides Liquid or Solid	6340	LBS	\$6.02	\$38,166.80
4.15	Mercury	195	LBS	\$11.50	\$2,242.50
4.16	Reactives	10220	LBS	\$6.02	\$61,524.40
4.17	Straight Fluorescent Bulbs	17650	EA	\$1.37	\$24,180.50
4.18	Compact Fluorescent Bulbs	13200	EA	\$2.46	\$32,472.00
4.19	Metal Halide and Other Various Bulbs	3300	EA	\$2.46	\$8,118.00
4.2	Refrigerant/Extinguishers Gases	2200	LBS	\$6.00	\$13,200.00
4.21	Propane/MAPP Gas	6360	LBS	\$5.50	\$34,980.00
4.22	Latex Paint	504200	LBS	\$0.25	\$126,050.00
5	Group 2 - Electronic Waste				
5.1	Monitors/TV/CPUs	12800	LBS	\$0.35	\$4,480.00
5.2	Misc. Small Electronic Devicesn (Price increase - Renewal 1)	180250	LBS	\$0.11	\$19,827.50
6	Flat Fee for the preparation and processing of invoices for Joint Events only				
6.1	Please state your "Flat Fee" for processing invoices for Joint Events only	1	EA	\$0.00	\$0.00
		TOTALS		\$10,221.33	\$941,549.85



Southeast Florida Governmental Purchasing Group Co-op Contract Detail

Household Hazardous Waste Collection and Disposal Services

Vendor:	Clean Harbors Environmental Services, Inc.
Expiration Date:	Oct 23, 2022
Renewal Terms:	1 @ 2 years
Originating Agency:	City of Coconut Creek
Contract Bid #:	RFP No. 06-06-18-11
Contact Person:	Lorie Messer, lmesser@coconutcreek.net (mailto:lmesser@coconutcreek.net)
Effective Date:	Oct 24, 2018
Documents:	Initial Contract (Term 10/24/18-10/23/20) https://s3.amazonaws.com/images.chaptermanager.com/chapters/c7cbf405-ff70-8eca-4c34-a6c1b9527829/files/cocc-rfp-06-06-18-11-household-haz-waste-coll-dis-svcs.pdf Renewal No. 1 (Term 10/24/20 - 10/23/22) https://s3.amazonaws.com/images.chaptermanager.com/chapters/c7cbf405-ff70-8eca-4c34-a6c1b9527829/files/renewal-no-1-rfp-no-06-06-18-11-coop.pdf
Description:	

Return ([index.cfm](#)) to active contracts page.

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[Payment Policy \(/insidepages/payment.cfm\)](#) | [View Order Summary \(/secure/cart\)](#) | [Member Area \(/secure/members/profile/\)](#) | [Log Out](#)

[\(/secure/members_login/index.cfm?action=logout\)](#)



**Southeast Florida Governmental Purchasing
Cooperative Group**

CONTRACT AWARD

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to lpiper@myboca.us for placement on the NIGP SEFL website Cooperative contract page.

BID/RFP No. RFP No. 06-06-18-11

Description/Title: Household Hazardous Waste Collection & Disposal Services

Initial Contract Term: Start Date: 10/24/18 End Date: 10/23/20

Renewal Terms of the Contract: Two (2) (No. of Renewals) Renewal Options for Two (2) yr period (Period of Time)

Renewal No. 1 Start Date: 10/24/20 End Date: 10/23/22

Renewal No. 2 Start Date: 10/24/22 End Date: 10/23/24

Renewal No. Start Date: End Date:

SECTION #1 VENDOR AWARD

Vendor Name: Clean Harbors Environmental Services, Inc.

Vendor Address: 7001 Kilo Avenue, Barlow, FL 33830

Contact: Patrick Ethridge

Phone: 954-465-6469 Fax:

Cell/Pager: Email Address: ethridge.patrick@cleanharbors.com

Website: https://www.cleanharbors.com FEIN:

SECTION #2 AWARD/BACKGROUND INFORMATION

Award Date: September 13, 2018 Resolution/Agenda Item No.: 2018-167

Insurance Required: Yes No

Performance Bond Required: Yes No

SECTION #3 LEAD AGENCY

Agency Name: City of Coconut Creek

Agency Address: 4800 West Copans Rd., Coconut Creek, FL 33063

Agency Contact: Lorie Messer Email lmesser@coconutcreek.net

Telephone: 954-956-1584 Fax: 954-973-6754

RESOLUTION NO. 2018-167

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF COCONUT CREEK AND CLEAN HARBORS ENVIRONMENTAL SERVICES, INC. TO PROVIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES PURSUANT TO RFP NO. 06-06-18-11; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the current Agreement with Clean Harbors Environmental Services, Inc. will expire on October 23, 2018; and

WHEREAS, the City of Coconut Creek is the lead agency for this cooperative contract on behalf of the Southeast Florida Governmental Purchasing Co-operative Group; and

WHEREAS, on May 6, 2018, the City issued Request for Proposals (RFP) No. 06-06-18-11 to contract with a qualified and experienced firm to provide household hazardous waste collection and disposal services; and

WHEREAS, twenty-eight (28) electronic invitations were sent through the eBid System and two responsive submittals were received; and

WHEREAS, the Selection Committee, comprised of Mike Heimbach, Public Works Program Manager; Brian O'Connor, Purchasing Manager, Town of Davie; Melissa Doyle, Solid Waste Program Manager, City of Fort Lauderdale; and Russell Ketchem, Solid Waste Manager, City of Pompano Beach, evaluated the proposals in accordance with the following criteria: (1) Operational Plan for the City; (2) Qualifications and Experience; (3) Resources and Availability, (4) Past Performance; and (5) Price; and

WHEREAS, based on the evaluation of the aforementioned criteria, the results of the reference checks, presentations provided, and final ranking of the Selection

Committee, staff is recommending that Clean Harbors Environmental Services, Inc. be awarded the contract to provide household hazardous waste collection and disposal services and other related services; and

WHEREAS, the initial contract period shall be for two (2) years with the option to extend the contract for two (2) additional two (2) year periods; and

WHEREAS, the City Commission deems it to be in the best interest of the residents of the City of Coconut Creek to contract with Clean Harbors Environmental Services, Inc. to provide household hazardous waste collection and disposal services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:

Section 1: That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution. All Exhibits attached hereto are incorporated herein and made a specific part of this Resolution.

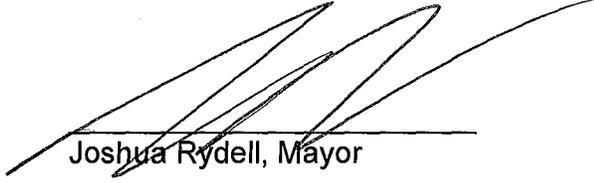
Section 2: That the City Commission has reviewed and hereby approves the Agreement between the City of Coconut Creek and Clean Harbors Environmental Services, Inc. for the purpose of providing household hazardous waste collection and disposal services.

Section 3: That the City Manager, or designee, is hereby authorized to execute the Agreement between the City of Coconut Creek and Clean Harbors Environmental Services, Inc. to provide household hazardous waste collection and disposal service.

Section 4: That if any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or in application, it shall not affect the validity of the remaining portion or applications of this Resolution.

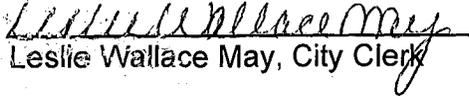
Section 5: That this Resolution shall be in full force and effect immediately upon its adoption.

Adopted this 13th day of September, 2018.



Joshua Rydell, Mayor

Attest:



Leslie Wallace May, City Clerk

Rydell Aye

Welch Aye

Tooley Aye

Sarbone Aye

Belvedere Aye

AGREEMENT

between

THE CITY OF COCONUT CREEK

And

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

for

**HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES
RFP NO. 06-06-18-11**

THIS AGREEMENT is made and entered into this 13 day of September, 2018 by and between the City of Coconut Creek, a municipal corporation, with principal offices located at 4800 West Copans Road, Coconut Creek, FL 33063 (the "City") and Clean Harbors Environmental Services, Inc. with offices located at 7001 Kilo Avenue, Barlow, FL 33830 (the "Vendor") to provide Household Hazardous Waste Collection and Disposal Services pursuant to RFP No. 06-06-18-11.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Vendor agree as follows:

1) The Contract Documents

The contract documents consist of this Agreement, conditions of the contract of RFP No. 06-06-18-11, all addenda issued prior to, all modifications issued after execution of this Agreement, and Vendor's submitted response to RFP No. 06-06-18-11 specifically excluding any exceptions made by the Vendor to the RFP No. 06-06-18-11. These contract documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated therein.

2) The Work

The Vendor shall perform all work for the City required by the contract documents, RFP No. 06-06-18-11 and as set forth below:

- a) Vendor shall furnish all labor, materials, and equipment necessary as indicated in the specifications herein.
- b) Vendor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Vendor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Vendor shall at all times have a competent supervisor on the job site to enforce these policies and procedures at the Vendor's expense.
- c) Vendor shall provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.
- d) Vendor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Vendor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

3) Contract Price

Pricing shall be as per Attachment "A" - Schedule of Proposal Prices & List of Participating

Agencies.

4) Contract Term

The initial Agreement period shall be for two (2) years, beginning on October 24, 2018 through October 23, 2020.

5) Contract Extension

The City reserves the right to extend the Agreement for two (2) additional two (2) year periods, providing both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the City. Vendor shall give written notice to the City not less than ninety (90) days prior to renewal date of any adjustment in the initial Contract amount. Agreement renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the City.

In the event services are scheduled to end because of the expiration of this contract, the Vendor shall continue the service upon the request of the Contract Administrator. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Vendor shall be compensated for the service at the rate(s) in effect when the City invokes this extension clause.

6) Conditions for Emergency/Hurricane or Disaster

It is hereby made a part of this agreement that before, during and after a public emergency, disaster, hurricane, flood or other substantial loss that the City of Coconut Creek shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public safety and health, as determined by the City Manager. Awarded Vendor/Contractor agrees to rent/sell/lease all goods and services to the City or other governmental entities, as opposed to a private citizen or corporation, on a first priority basis. The City expects to pay a fair and reasonable price for all products/services in the event of a disaster, emergency or hurricane. Awarded Vendor/Contractor shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.

7) Independent Contractor

Vendor is an independent Contractor under this Agreement. Personal services provided by the Vendor shall be by employees of the Vendor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the Vendor.

8) Assignment and Subcontracting

No assignment of this Agreement or any right occurring under this Agreement shall be made, in whole or in part, by the Contractor without the express written consent of the City Commission which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the rights, duties and responsibilities of the Contractor.

9) Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the following addresses.

CITY

City Manager
City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063
With a copy to the City Attorney at the same address.

VENDOR

Patrick Ethridge
Clean Harbors Environmental Services, Inc.
7001 Kilo Avenue
Barlow, Florida 33830
Phone: 954-465-6469
Email: ethridge.patrick@cleanharbors.com

10) Agreement Subject to Funding

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Coconut Creek in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

11) Venue

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place exclusively in the Seventeenth Judicial Circuit in and for Broward County, Florida and that all litigation between them in the federal courts shall take place exclusively in the Southern District in and for the State of Florida.

12) Signatory Authority

The Vendor shall provide the City with copies of requisite documentation evidencing that the signatory for Vendor has the authority to enter into this Agreement.

13) Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

14) Merger; Amendment

This Agreement constitutes the entire Agreement between the Vendor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Vendor and the City.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

CORPORATE ACKNOWLEDGEMENT

STATE OF Georgia
FLORIDA:
COUNTY OF Fayette :SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared James M. Osborne, of Clean Harbors Environmental Services a Massachusetts Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 2nd day of October, 2018.

Shirelle M Jones

Signature of Notary Public
SHIRELLE M. JONES
NOTARY PUBLIC
Clayton County
State of Georgia
My Comm. Expires Mar. 12, 2022

Print, Type or Stamp
Name of Notary Public

- Personally known to me or
- Produced Identification

GA DL

Type of I.D. Produced

- DID take an oath, or
- DID NOT take an oath.

ATTACHMENT "A"
SCHEDULE OF PROPOSAL PRICES & LIST OF PARTICIPATING AGENCIES

LINE #	DESCRIPTION	ESTIMATED QUANTITIES	UOM	UNIT PRICE	EXTENDED
1	Mobilization for remote collection events only. Does not apply to fixed facility drum pickups, mobilization of contract labor and supply deliveries.				
1.1	One Day Remote Event Mobilization. Fixed Price to include all staff and equipment	22	EA	\$3,579.00	\$78,738.00
1.2	Sunday Remote Event Mobilization. Fixed Price to include all staff and equipment.	1	EA	\$5,368.50	\$5,368.50
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4.2	Fuels and Solvents Halogenated and Halogenated	45800	LBS	\$0.37	\$16,946.00
4.3	Antifreeze	18700	LBS	\$0.37	\$6,919.00
4.4	Lead Acid (wet and dry cell)	39750	LBS	\$1.13	\$44,917.50
4.5	Nickel Cadmium and Nickel Metal Hydride	1785	LBS	\$1.13	\$2,017.05
4.6	Lithium and Lithium Ion	2850	LBS	\$1.13	\$3,220.50
4.7	Aerosol Cans	34400	LBS	\$0.92	\$31,648.00
4.8	Alkyd (Oil Based) Paint in Cans	47800	LBS	\$0.74	\$35,372.00
4.9	Pesticides/Poisons Liquid	23540	LBS	\$1.25	\$29,425.00
4.1	Pesticides/Poisons Solid	10800	LBS	\$1.25	\$13,500.00
4.11	Solids Containing Flammable Liquids	25500	LBS	\$0.91	\$23,205.00
4.12	Corrosives Liquid or Solid Acid or Alkaline	25270	LBS	\$0.99	\$25,017.30
4.13	Oxidizers Liquid or Solid	2050	LBS	\$1.25	\$2,562.50
4.14	Organic Peroxides Liquid or Solid	6340	LBS	\$6.02	\$38,166.80
4.15	Mercury	195	LBS	\$11.50	\$2,242.50
4.16	Reactives	10220	LBS	\$6.02	\$61,524.40
4.17	Straight Fluorescent Bulbs	17650	EA	\$1.37	\$24,180.50
4.18	Compact Fluorescent Bulbs	13200	EA	\$2.46	\$32,472.00
4.19	Metal Halide and Other Various Bulbs	3300	EA	\$2.46	\$8,118.00
4.2	Refrigerant/Extinguishers Gases	2200	LBS	\$6.00	\$13,200.00
4.21	Propane/MAPP Gas	6360	LBS	\$5.50	\$34,980.00
4.22	Latex Paint	504200	LBS	\$0.25	\$126,050.00
5	Group 2 - Electronic Waste				
5.1	Monitors/TV/CPUs	12800	LBS	\$0.35	\$4,480.00
5.2	Misc. Small Electronic Devices	180250	LBS	\$0.09	\$16,222.50
6	Flat Fee for the preparation and processing of invoices for Joint Events only				
6.1	Please state your "Flat Fee" for processing invoices for Joint Events only	1	EA	\$0.00	\$0.00
		TOTALS		\$9,618.07	\$910,809.85

LIST OF PARTICIPATING AGENCIES

AGENCY	CITY CONTACT	CONTACT INFORMATION
City of Coconut Creek 4800 West Copans Rd. Coconut Creek, FL 33063	Lorie Messer Purchasing Analyst	Tel: (954) 956-1584 Fax: (954) 973-6754 Email: lmesser@coconutcreek.net
City of Coral Springs 9551 W. Sample Rd. Coral Springs, FL 33065	Angelo Salomone Purchasing Administrator	Tel: (954) 344-1102 Fax: (954) 344-1087 Email: asalomone@coralsprings.org
City of Fort Lauderdale 100 North Andrews Ave. Fort Lauderdale, FL 33301	Adam Makarevich Procurement Specialist II	Tel: (954) 828-5073 Fax: (954) 828-5576 Email: AMakarevich@fortlauderdale.gov
City of Pompano Beach 100 West Atlantic Blvd. Pompano Beach, FL 33060	Otis J. Thomas General Services Director	Tel (954) 786-4098 Fax: (954) 786-4168 Email: Otis.thomas@copbfl.com
City of Tamarac 6011 Nob Hill Rd. Tamarac, FL 33321	Troy Gies Budget & Contracts Manager	Tel: 954) 597-3718 Fax: (954) 549-3710 Email: troy.gies@tamarac.org
City of Lauderdale Lakes 4300 NW 36 ST. Lauderdale Lakes, FL 33319	Robin Soodeen Assistant Public Works Director	Tel: (954) 535-2758 Email: Robins@lauderdalelakes.org
City of North Lauderdale 701 SW 71 st Ave. N. Lauderdale, FL 33068	George Krawczyk Director of Public Works/Utilities	Tel: (954) 597-4756 Email: gkrawczyk@nlauderdale.org
City of Deerfield Beach 401 SW 4th Street Deerfield Beach, FL 33441	David Eberlin Assistant Director Sustainable Management	Tel: (954) 480-4382 Email: deberlin@deerfield-beach.com
Town of Davie 6591 Orange Drive Davie, FL 33314	Phillip Holste Assistant Town Administrator	Tel: (954) 797-1041 Cell: (954) 461-0123 Email: Phillip_Holste@davie-fl.gov
City of Coral Gables 2800 SW 72 nd Ave. Miami, FL 33155	David Lindsey Administrative Analyst Public Works Department	Tel: (305) 460-5055 Email: dlindsey@coralgables.com
Lauderdale By The Sea 4501 N. Ocean Drive Lauderdale by the Sea, FL 33308	Sharon P. Ragoonan Assistant Town Manager	Tel: (954) 640-4212 Fax: (954) 634-4653 Email: sharonr@lbts-fl.gov

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of Massachusetts, Inc.		NAMED INSURED Clean Harbors Environmental Services, Inc. and its affiliates 42 Longwater Drive Norwell, MA 02061 USA	
POLICY NUMBER See Page 1		NAIC CODE See Page 1	
CARRIER See Page 1		EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

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

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667
 POLICY NUMBER: COO G27416603 003 EFF DATE: 11/01/2017 EXP DATE: 11/01/2018

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Contractor's Pollution Liability	Each Claim	\$10,000,000
	All Claims	\$10,000,000
	SIR	\$250,000

INSURER AFFORDING COVERAGE: Indian Harbor Insurance Company NAIC#: 36940
 POLICY NUMBER: PEC004203904 EFF DATE: 11/01/2017 EXP DATE: 11/01/2018

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Pollution Legal Liability	Each Claim	\$10,000,000
	Aggregate	\$10,000,000

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667
 POLICY NUMBER: COO G27416603 003 EFF DATE: 11/01/2017 EXP DATE: 11/01/2018

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional Liability	Each Claim	\$10,000,000
	All Claims	\$10,000,000
	SIR	\$250,000

CITY OF COCONUT CREEK
HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES
RFP NO. 06-06-18-11
TABULATION

Event Number	RFP No. 06-06-18-11 Addendum 1	Organization	City of Coconut Creek, FL				
Event Title	Household Hazardous Waste Collection and Disposal Services	Workgroup	Purchasing Division				
Event Type	Request for Proposal	Event Owner	Lorie Messer				
Issue Date	5/6/2018 07:01:00 AM (ET)	Email	lmesser@coconutcreek.net				
Close Date	6/6/2018 11:00:00 AM (ET)	Phone	1 (954) 956-1584 x Fax: 1 (954) 973-6754				
Responding Suppliers							
		Response Submitted	Lines	Total			
Clean Harbors Environmental Services		6/5/2018 12:52:18 PM (ET)	40	\$910,809.85			
Waste Pro of Florida, Inc.		6/5/2018 04:07:54 PM (ET)	40	\$1,103,687.35			
				Clean Harbors Environmental		Waste Pro of Florida, Inc.	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	Mobilization for remote collection events only. Does not apply to fixed facility drum pickups, mobilization of contract labor and supply deliveries.						
1.1	One Day Remote Event Mobilization. Fixed Price to include all staff and equipment.	22	EA	\$3,579.00	\$78,738.00	\$2,200.00	\$48,400.00
1.2	Sunday Remote Event Mobilization. Fixed Price to include all staff and equipment.	1	EA	\$5,368.50	\$5,368.50	\$2,400.00	\$2,400.00
2	Contract Labor for Remote Collection Events						
2.1	Regular Per Hour Rate (8-hours onsite)	1465	HR	\$44.00	\$64,460.00	\$72.49	\$106,197.85
2.2	Overtime Per Hour Rate (After 8-hours onsite)	185	HR	\$65.00	\$12,025.00	\$108.72	\$20,113.20
3	Supplies Including Delivery						
3.1	5-Gallon Poly	490	EA	\$16.84	\$8,251.60	\$14.42	\$7,065.80
3.2	16-Gallon Poly	200	EA	\$20.00	\$4,000.00	\$32.59	\$6,518.00
3.3	30-Gallon Poly	165	EA	\$50.12	\$8,269.80	\$43.57	\$7,189.05
3.4	55-Gallon Poly	170	EA	\$44.90	\$7,633.00	\$47.25	\$8,032.50
3.5	55-Gallon Steel	830	EA	\$44.90	\$37,267.00	\$47.25	\$39,217.50
3.6	85-Gallon Steel	30	EA	\$168.35	\$5,050.50	\$185.00	\$5,550.00
3.7	Flex Bin	495	EA	\$84.18	\$41,669.10	\$72.98	\$36,125.10
3.8	Fluorescent Bulb Box 8-Ft.	100	EA	\$16.84	\$1,684.00	\$24.24	\$2,424.00
3.9	Fluorescent Bulb Box 4-Ft.	270	EA	\$16.84	\$4,546.80	\$14.55	\$3,928.50
3.10	Vermiculite (Per 16 lb. bag)	600	EA	\$44.90	\$26,940.00	\$38.18	\$22,908.00
4	Waste Disposal						
4.1	Petroleum Oils	35500	LBS	\$0.24	\$8,520.00	\$0.46	\$16,330.00

4.2	Fuels and Solvents Halogenated and Halogenated	45800	LBS	<u>\$0.37</u>	\$16,946.00	\$0.50	\$22,900.00
4.3	Antifreeze	18700	LBS	\$0.37	\$6,919.00	<u>\$0.31</u>	\$5,797.00
4.4	Lead Acid (wet and dry cell)	39750	LBS	\$1.13	\$44,917.50	<u>\$0.36</u>	\$14,310.00
4.5	Nickel Cadmium and Nickel Metal Hydride	1785	LBS	\$1.13	\$2,017.05	<u>\$0.74</u>	\$1,320.90
4.6	Lithium and Lithium Ion	2850	LBS	<u>\$1.13</u>	\$3,220.50	\$7.29	\$20,776.50
4.7	Aerosol Cans	34400	LBS	<u>\$0.92</u>	\$31,648.00	\$2.11	\$72,584.00
4.8	Alkyd (Oil Based) Paint in Cans	47800	LBS	<u>\$0.74</u>	\$35,372.00	\$1.20	\$57,360.00
4.9	Pesticides/Poisons Liquid	23540	LBS	<u>\$1.25</u>	\$29,425.00	\$2.66	\$62,616.40
4.10	Pesticides/Poisons Solid	10800	LBS	<u>\$1.25</u>	\$13,500.00	\$1.34	\$14,472.00
4.11	Solids Containing Flammable Liquids	25500	LBS	<u>\$0.91</u>	\$23,205.00	\$1.64	\$41,820.00
4.12	Corrosives Liquid or Solid Acid or Alkaline	25270	LBS	<u>\$0.99</u>	\$25,017.30	\$2.56	\$64,691.20
4.13	Oxidizers Liquid or Solid	2050	LBS	<u>\$1.25</u>	\$2,562.50	\$3.74	\$7,667.00
4.14	Organic Peroxides Liquid or Solid	6340	LBS	<u>\$6.02</u>	\$38,166.80	\$8.50	\$53,890.00
4.15	Mercury	195	LBS	\$11.50	\$2,242.50	<u>\$7.07</u>	\$1,378.65
4.16	Reactives	10220	LBS	<u>\$6.02</u>	\$61,524.40	\$10.50	\$107,310.00
4.17	Straight Fluorescent Bulbs	17650	EA	<u>\$1.37</u>	\$24,180.50	\$1.41	\$24,886.50
4.18	Compact Fluorescent Bulbs	13200	EA	\$2.46	\$32,472.00	<u>\$0.97</u>	\$12,804.00
4.19	Metal Halide and Other Various Bulbs	3300	EA	<u>\$2.46</u>	\$8,118.00	\$3.50	\$11,550.00
4.20	Refrigerant/Extinguishers Gases	2200	LBS	\$6.00	\$13,200.00	<u>\$5.74</u>	\$12,628.00
4.21	Propane/MAPP Gas	6360	LBS	\$5.50	\$34,980.00	<u>\$1.67</u>	\$10,621.20
4.22	Latex Paint	504200	LBS	<u>\$0.25</u>	\$126,050.00	\$0.27	\$136,134.00
5	Group 2 - Electronic Waste						
5.1	Monitors/TV/CPUs	12800	LBS	\$0.35	\$4,480.00	<u>\$0.09</u>	\$1,152.00
5.2	Misc. Small Electronic Devices	180250	LBS	\$0.09	\$16,222.50	<u>\$0.07</u>	\$12,617.50
6	Flat Fee for the preparation and processing of invoices for Joint						
6.1	Please state your "Flat Fee" for processing invoices for Joint	1	EA	\$0.00	\$0.00	\$1.00	\$1.00
		Total Cost		\$9,618.07	\$910,809.85	\$5,366.94	\$1,103,687.35

NOTES:

4.20	Clean Harbors Environmental Services	Pricing will be per cylinder.
4.21	Clean Harbors Environmental Services	Per lb. pricing is gross weight.

Attribute Name	Attribute Note	Clean Harbors Environmental Services	Waste Pro of Florida, Inc.
Non-Mandatory Pre-Proposal Meeting	I acknowledge and understand that the pre-proposal meeting is non-mandatory, however Proposers or their representatives are strongly encouraged to attend.	Yes	Yes
Section I - General Terms and Conditions	I acknowledge reading and understanding the General Terms and Conditions.	Yes	Yes
Section III - Detailed Requirements - Scope of Services	I acknowledge reading and understanding the Detailed Requirements - Scope of Services.	Yes	Yes

Section IV - Required Documents	I acknowledge and understand that all forms shall be completed and notarized (if applicable) and submitted as a requirement of this solicitation.	Yes	Yes
<p>Visa Credit Card - Preferred Method of Payment</p>	<p>The City of Coconut Creek has implemented a Visa Procurement Card (P-Card) Program through SunTrust Bank. The City's preference is to pay for goods/services with the P-Card. This program allows the City to expedite payment to our vendors. Some of the benefits of the P-Card Program to the vendor are: payment received within 72 hours of receipt and acceptance of goods, reduced paperwork, issue receipts instead of generating invoices, resulting in fewer invoice problems, deal directly with the cardholder (in most cases).</p> <p>Vendors accepting payment by the P-Card may not require the City (Cardholder) to pay a separate or additional convenience fee, surcharge or any part of any contemporaneous finance charge in connection with a transaction. Such charges are allowable, however must be included in the total cost of their response. Vendors are not to add notations such as "+3% service fee" in their response. All responses shall be inclusive of any and all fees associated with the acceptance of the P-Card.</p> <p>Vendors agreeing to accept payment by P-Card must presently have the capability to accept Visa or take whatever steps necessary to implement the ability before the start of the agreement term.</p>	Yes	Yes
Addendum	I acknowledge and understand that the issued Addendum is made part of the specifications and shall be signed and submitted electronically with your response.	Yes	Yes

NOTE: BID / RFP TABULATIONS ARE UNOFFICIAL UNTIL APPROVED BY CITY COMMISSION.

CITY OF COCONUT CREEK RFP No. 06-06-18-11 HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES

Due Date: June 6, 2018 @ 11:00 a.m.



Presented By:



**7001 Kilo Avenue
Bartow, Florida 33830**

**Patrick Ethridge
ethridge.patrick@cleanharbors.com**

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SECTION 1: QUALIFICATIONS AND EXPERIENCE**A) ABILITY TO PERFORM**

Clean Harbors is the leading provider of environmental, energy, and industrial services throughout North America. The Company serves more than 65,000 customers including a majority of the Fortune 500 companies, thousands of smaller private entities, and numerous federal, state, provincial, and local governmental agencies. Headquartered in Norwell, Massachusetts, Clean Harbors has more than 200 locations including over 50 waste management facilities throughout North America.

As reflected in Clean Harbors' tagline "People and Technology Creating a Safer, Cleaner Environment," our core business is to provide industry, government, and the public a wide range of environmental, energy, and industrial services that protect and restore North America's natural environment. When providing these services, we are committed to the recycling, reuse, and reclamation of wastes whenever possible.

As we provide these services, we are committed to ensuring that our own operations are environmentally responsible. Through our efforts to implement numerous energy efficiency improvements, green purchasing, company-wide recycling programs, and various transportation initiatives including greater rail utilization and limits on the speeds and idling time of our many vehicles, we are making our operations more environmentally sustainable.

Clean Harbors' recycling processes – which handle various waste materials including solvents, used oil, catalyst and refinery waste, electronic equipment, transformers and transformer oil, mercury and mercury containing materials, and unused paint – offset the equivalent carbon dioxide emissions of over 325,000 barrels of oil.

As the largest re-refiner and recycler of used oil in the world, our Safety-Kleen unit returns more than 146 million gallons of used oil to the marketplace each year as high quality lubricants and associated by-products. In 2013 alone, our re-refining process eliminated over one million metric tons of greenhouse gas ("GHG"), which is the equivalent of growing more than 29 million trees for 10 years in an urban environment, or taking over 200,000 passenger cars off the road for one year.

We have also become the leading North American provider of services to protect the ozone layer from the destructive effects of chlorofluorocarbons, or "CFCs." Clean Harbors has the most U.S. Environmental Protection Agency, or "EPA," approved CFC disposal capacity regulated under the Montreal Protocol. The destruction of this volume of CFCs is the equivalent of taking approximately 500,000 passenger cars off the road for one year. These emissions reductions are eligible as carbon offset credits in California's Cap and Trade Regime.

One of our most highly visible public programs for various governmental and community entities involves the removal of thousands of tons of hazardous wastes, from households throughout the United States and Canada that might otherwise be improperly disposed of or become dangerous to the communities where they are stored.

Clean Harbors HHW Qualifications



Since 1980, Clean Harbors has taken the lead in identifying the most cost-effective environmentally sound options for waste management. Beyond our methodologies to reduce or reuse waste, our wide range of recycling, treatment, incineration, and landfill facilities bring a complete range of alternatives to our customers.

Choose Clean Harbors for the best in flexibility, efficiency and rapid service. Communities and organizations rely on Clean Harbors to handle hazardous materials because they know the job will be done right with strict compliance to all federal, state, provincial, and local environmental, health, and safety regulations.

Clean Harbors has positioned itself as the leader of household hazardous waste management programs in

North America. Communities trust us to collect their paints, solvents, batteries, fluorescent lamps, pesticides, cleaners, and other hazardous materials because they know we'll do it safely and efficiently, with the highest regard for the environment.

Nationwide, we have managed tens of thousands of household hazardous waste collection programs. Events have ranged from small one-day collections to multiple-site regional and statewide collections. We have extensive experience in providing a full range of technical and support services required for HHW Programs. The Programs managed by Clean Harbors include:

- ♻ Temporary and Satellite Household Hazardous Waste Collection Events
- ♻ Permanent Household Hazardous Waste Collection Facility Management
- ♻ Door-to-Door Collection Programs
- ♻ Universal Waste
- ♻ Special Collection Events (e.g. E-Waste, Recycle Only, Pharmaceuticals, etc.)
- ♻ Landfill Load Check Programs
- ♻ SQG /CESQG Programs
- ♻ Material Re-Use Programs
- ♻ Agricultural Pesticide Collection Programs
- ♻ Emergency / Disaster-Related Household Hazardous Waste Programs

Our Household Hazardous Waste Management Services include:

-  Program Management
-  Staffing
-  Disposal
-  Transportation



Program Management – Clean Harbors’ dedicated HHW staff will provide complete program management including pre-event planning, event logistics, on-site operations, and post-event reporting. Our highly trained and experienced staff will provide technical and regulatory assistance as well.

Staffing – Clean Harbors has an extensive staffing pool of both full-time and part-time hazardous waste chemists and technicians. Whether we provide complete turnkey services or supplemental staffing to a client-run program, you can rely on Clean Harbors for professional, experienced and knowledgeable HHW professionals.

Disposal - Clean Harbors assumes generator status of all waste removed from participant vehicles. Assuming generator status means we acquire all rights, titles, and liability to waste removed from site.

As an environmentally conscious company, we are committed to recycling and reclaiming wastes using a variety of methods. These methods effectively remove contaminants from the original material, restore its fitness for its intended purpose or convert it to a beneficial reuse, thereby reducing the volume of waste requiring disposal.

Transportation - Clean Harbors' fleet of over 2,000 licensed transportation vehicles is critical to providing turnkey environmental management services to our clients. We maintain all required state and federal permits and licenses for transporting all waste generated at the collection events.

By choosing Clean Harbors as its service provider for waste collection, transportation, and disposal services, the Purchasing Cooperative Group will benefit from Clean Harbors’ highly experienced and knowledgeable personnel, and overall compliant environmental management services. We are delighted for the opportunity to offer our extensive experience, superior qualifications, and state-of-the-art technologies that will most certainly meet or exceed the requirements of your Household Hazardous Waste Management program.

Temporary One to Multiple Day Household Hazardous Waste Collection Events



Temporary One-Day Collection Events are the most common solution for Household Hazardous Waste (HHW) Programs. These stand-alone events can service a large number of residents in a short timeframe and are appropriate for first time collections, rural communities, and communities where funds are limited. For Conditionally Exempt Small Quantity Generators (CESQGs) and Small Quantity Generators (SQGs), one-day events offer a legal and safe disposal option.

Constantly changing environmental regulations can make establishing your collection guidelines for acceptable and unacceptable material difficult. Having

only one designated day for collection can make this task easier as well as greatly reduce or eliminate permitting and siting requirements. Temporary collection events strategically held in multiple locations throughout your service area provide convenient, local access to residents. This advantage eliminates the need for large capital investments before deciding to build and operate a permanent facility.

Clean Harbors offers:

- Program design and implementation
- Collection and management
- Regulatory assistance
- Technical assistance

Program Design and Implementation – Whether you are designing a new program or looking to improve your existing one, Clean Harbors professionals assist by evaluating your unique community needs, budgetary conditions, and program goals. From there, we will provide recommendations for the specific type of program components, public education and outreach, and data gathering and evaluation. We will then guide you through the implementation process.

Collection and Management – Clean Harbors will identify, segregate, package, transport and dispose all material received during a temporary one-day collection event. We offer the latest technology available to maximize your recycling efforts. With Clean Harbors' extensive network of permitted treatment, storage, and disposal facilities, we are able to handle every type of material that may be brought into the collection event.

Regulatory Assistance – Clean Harbors will support your temporary one-day collection event with regulatory assistance at the local, state, provincial and federal levels. Our program specialists follow the evolving regulatory framework and can alert you of changes in existing regulations and implementation of new regulations as well as provide guidance for compliance. With our own Regulatory Affairs Department, rest assured that your waste will be transported and managed properly and all services will be provided with strict internal regulatory oversight.

Permanent Household Hazardous Waste Collection Facilities

From transportation and disposal, to supplemental staffing, to a turnkey operation, Clean Harbors provides a range of service options for your permanent Household Hazardous Waste (HHW) facility. We will work with you to determine an optimal operating schedule and streamline facility operations to reduce your overall program costs.



Permanent HHW collection facilities and depots allow for maximum consolidation of waste. They typically provide adequate storage space for longer accumulation periods allowing clients to ship only full containers of waste. Access to greater resources on site for chemical identification, segregation, and packaging allow you to accept a wider range of materials.

The efficiencies provided by a permanent collection location program reduce the program's total operating costs in terms of staffing, waste disposal, equipment, materials and supplies.

Clean Harbors provides:

- Design and building phase assistance
- Turnkey operation
- Supplemental staffing
- Transportation and disposal

Design and Building Phase Assistance – Our experts can provide guidance on the optimal design and layout of your collection center and can assist in the construction phase. We work with your local enforcement and oversight agencies to ensure the facility or depot is in strict regulatory compliance.

Turnkey Operation – Utilizing our extensive network of internal resources for staffing, transportation, and waste management, Clean Harbors will provide full turnkey service for your permanent collection facility or depot program from initial waste acceptance through program reporting.

Supplemental Staffing – Rely on Clean Harbors for trained, experienced and professional laborers, waste technicians and chemists who are available for full-time or part-time support of your program. Our HHW specialists are trained in traffic control, unloading, sorting, packaging, bulking, hazardous characteristic identification (HAZ CAT), and transporting household hazardous waste.

Transportation and Disposal – Through Clean Harbors' extensive transportation network and 49 waste management facilities, we can provide routine pick up of your HHW to fulfill your transportation and disposal needs. With more than 100 service locations, Clean Harbors can also provide emergency or short-notice pickups from your permanent location.

If your permanent collection facility or depot only requires transportation and disposal of waste materials, Clean Harbors can partner with your program to provide these services.

Mobile Household Hazardous Waste Collection Programs

Clean Harbors provides Mobile Household Hazardous Waste (HHW) Collection Programs for communities located beyond a defined distance from a permanent collection site. A municipality may consider supplemental collection options such as developing satellite facilities and/or adding a mobile collection unit once a permanent HHW collection facility is established. This type of program is effective in rural or urban settings.

These temporary events require a collection vehicle such as a box truck and trailer to transport the material back to the central permanent site or to the end disposal sites. All equipment, supplies, and waste is removed immediately following the collection event. Mobile collections are an efficient alternative when siting a permanent location is prohibited. Clean Harbors Mobile Household Hazardous Waste Collection Programs provide many advantages including:

- ❖ Increased participation
- ❖ Flexible schedule
- ❖ Technical and operational support
- ❖ Collection and waste management

Increased Participation – These programs allow customers to reach a new sector of the population that may not otherwise travel the distance to the permanent center. Mobile programs are a viable solution for rural or large metropolitan areas.

Flexible Schedule – Customers can select the dates and times of event operations based upon their needs.

Technical and Operations Support – From waste identification to packaging requirements, to supply and equipment recommendations, our chemists and logistical coordinators are there to answer your questions and provide full technical support to your program. Our program specialists follow the evolving regulatory framework and can alert you of changes in existing regulations and implementation of new regulations as well as provide guidance for compliance. With our own Regulatory Affairs Department and our Technical Service Specialists, rest assured that your waste will be transported and managed properly, and all services will be provided with strict internal regulatory oversight.

Collection and Waste Management – Utilizing our extensive network of internal resources for staffing, transportation, and waste management, Clean Harbors will provide turnkey services for your mobile collection program.



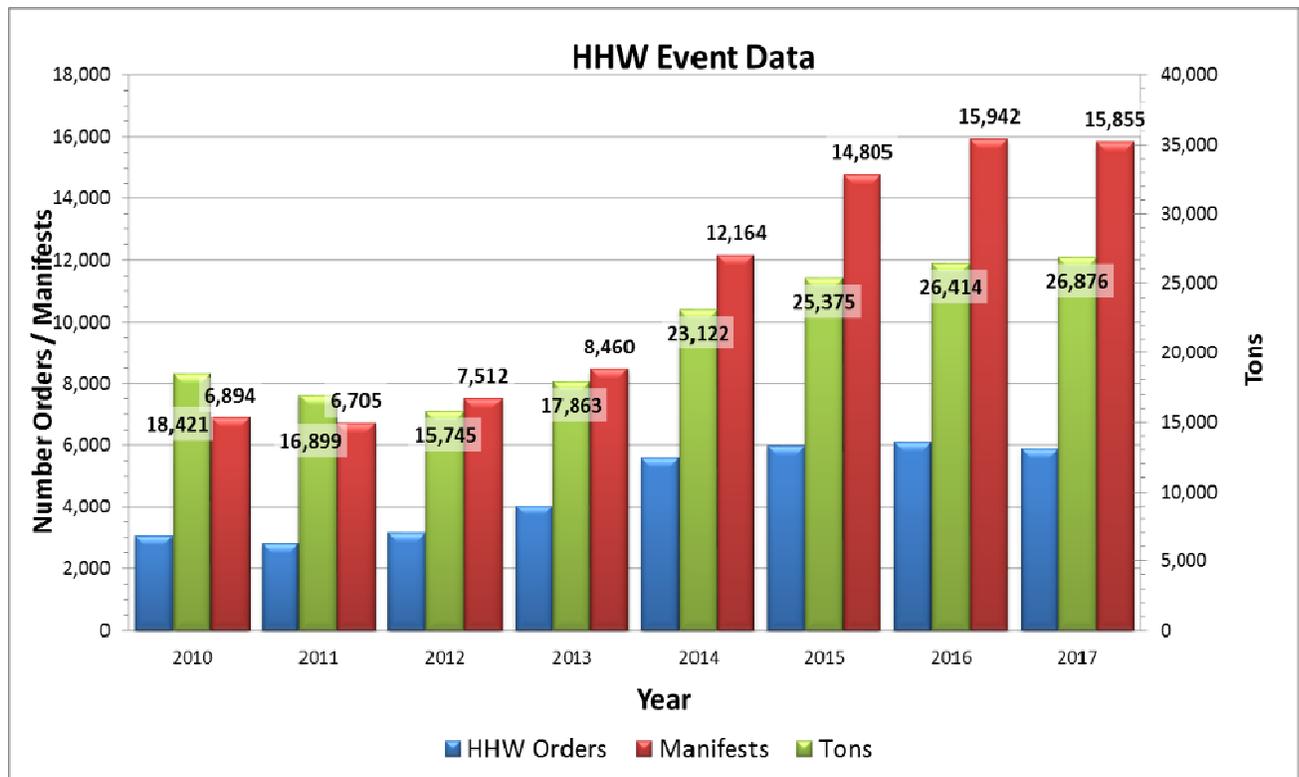
Overview of Clean Harbors Household Hazardous Waste Services

Clean Harbors conducts thousands of household hazardous waste (HHW) and pesticide collection programs throughout North America collecting paints, solvents, batteries, fluorescent lamps, pesticides, cleaners and other hazardous materials during these one-day, multi-day and mobile programs. With over 40% of the national market, we are the largest provider of HHW services.

Our HHW specialists work closely with customers to identify short and long-term objectives, as well as explore viable options that can lower liability and maximize fiscal resources. We meet the challenges unique to your community or organization with strict compliance to all federal, state, provincial, and local environmental, health and safety regulations.

-  HHW Recycling and Reclamation
-  Staffing and Site Plans
-  HHW Transportation and Disposal
-  Advertising and Public Education
-  Typical Household Hazardous Waste Collected

The following chart shows the volume of HHW managed by Clean Harbors over the past several years.



Work Plan

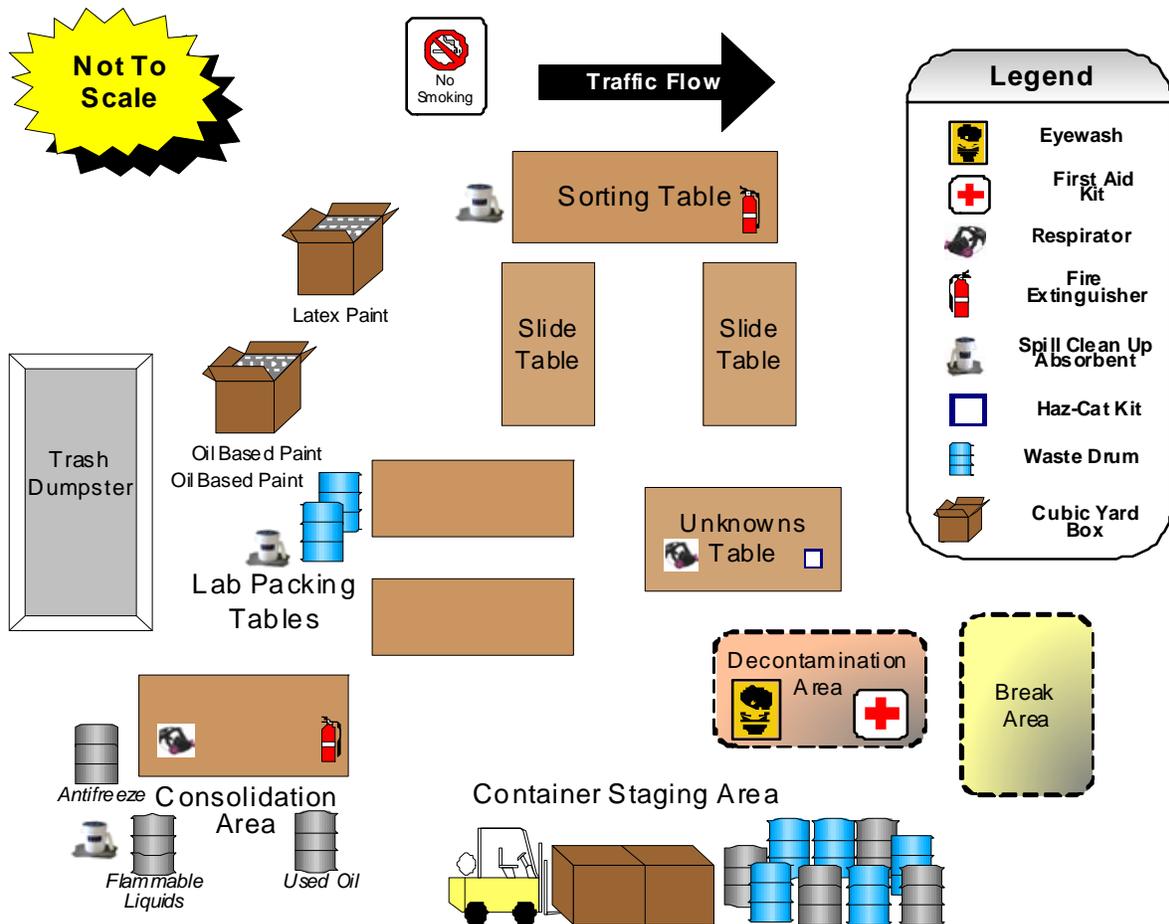
Training / Coordination Sessions

Prior to the opening of every event, Clean Harbors will provide a Site Safety Meeting to all of our employees, City personnel, and local volunteers (if applicable). Each participant will be given a brief explanation of collection activities, their role in the collection event; acceptable and unacceptable materials; information about the placement of safety equipment; personal protective equipment requirements; and instructions to follow in case of an emergency.

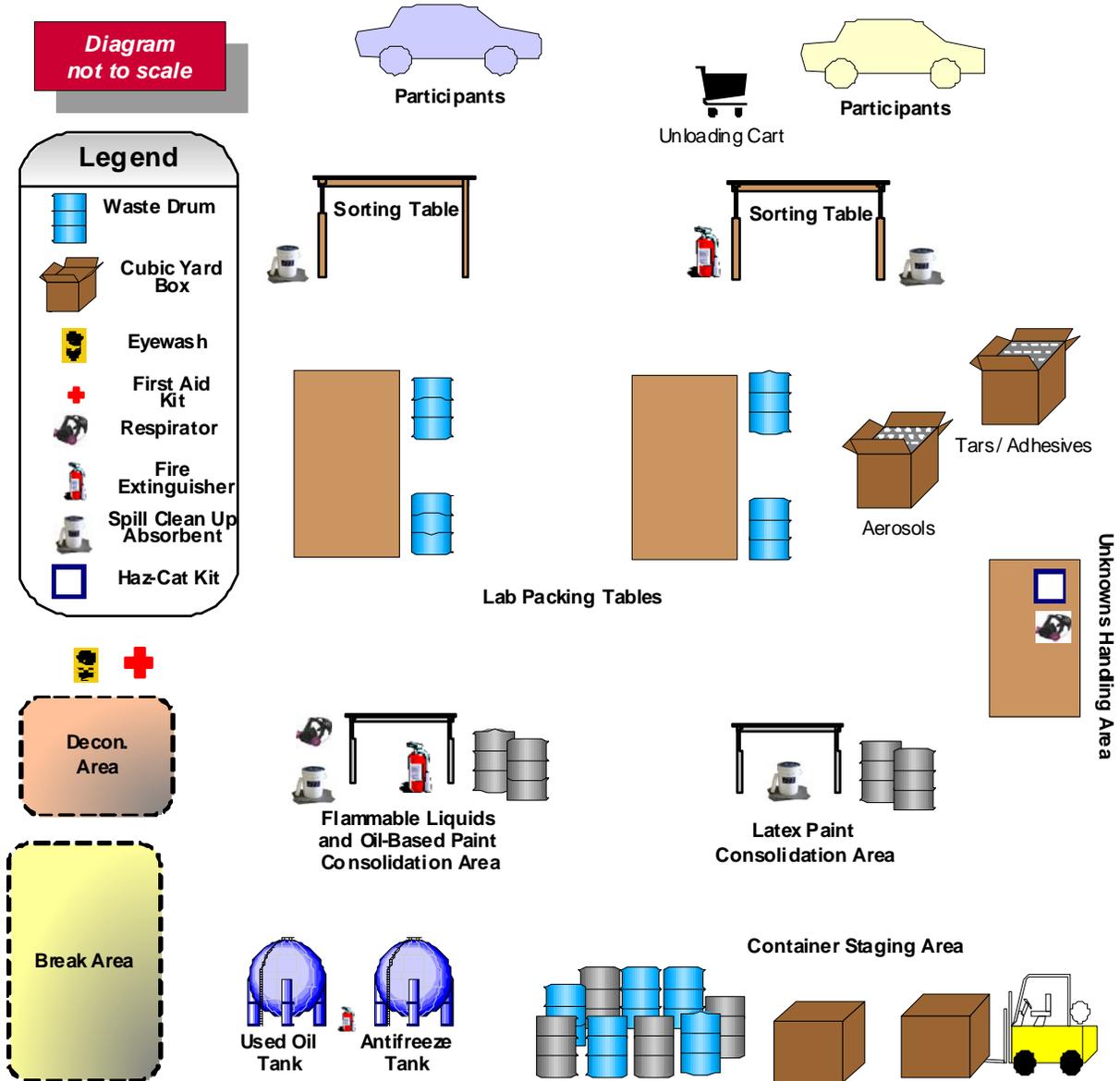
Site Layout Set-Up Plan

Through experience, Clean Harbors has designed a number of basic cost-effective plans that allow for maximum off-loading efficiency and minimum standing time for participants. Clean Harbors uses one basic site design that can be modified to accommodate all areas selected for use as an HHW collection site. Most events fall into the basic design (under 750 participants) of one sorting table feeding two processing tables or “slide” tables. The slide tables feed waste to the consolidation, bulk, or packing areas. Each site also contains an area for health and safety equipment, employee breaks, and pre-event meetings. Examples of different site setups are provided below and on the next page.

(For smaller events a layout similar to the diagram below is typically used.)



(For greater than 750 car events a layout similar to the diagram below is typically used.)



Note: City to Provide:

- Site Location, should be level, paved and free of cracks/potholes.
- Rolloff box for non-hazardous trash/debris
- Access to running water / lavatories

Site Set Up

Clean Harbors' specialists and equipment will arrive at the event site at least one hour prior to the opening of the event. Clean Harbors will set up at the location the day before to set up the site and conduct the SQG collection event. Clean Harbors will tailor event arrival, setup, and participant opening times to the specifics of each event. The site supervisor, chemist, and technicians prepare the site according to the predetermined site plan as established by the CleanPack Specialist, Coordinator and the Event Sponsor.

To prepare the site for receiving material, at a minimum, the following items will be done:

- Secure site upon arrival
- Set-up site in accordance with the Site Layout Plan
- Ensure all equipment is functional:
 - Fire suppression equipment
 - Eyewash and shower
- Ensure adequate aisle space in work areas
- Ensure the proper placement of all drums and cubic yard boxes (CYBs)
- Label and mark all drums and CYBs
- Ensure first aid kit is available and stocked
- Set up decontamination equipment
- Set-up all spill kits at unloading stations and waste handling areas
- Ensure applicable signs are posted and legible from 25 feet away
- Clearly mark site to control access and prevent public access to HHW handling areas
- Use physical barrier to delineate the HHW handling and storage areas
- Determine wind direction and evacuation routes
- Ensure all employees are familiar Plans
- Ensure site has been properly set-up and inspected prior to opening
- Perform Site Safety Meeting prior to opening
- Open site 30 minutes prior to collection starting time
- Correct any deficiencies identified prior to opening

To further reduce the likelihood of environmental contamination and limit the migration of spilled material, the following site preparation may be performed:

- Seal all storm drains
- Lay poly in locations where waste will be handled. Cover foot traffic areas with plywood. (Plywood may be re-used. Store outside in case of vapor generation. Plywood grossly contaminated or having a strong odor should be discarded properly.)
- Work tables will be set up by placing poly-covered plywood on top of 55 gallon drums
- Designate emergency and spill equipment stations
- Designate decontamination area
- Restrict access to the collection and waste handling areas with caution tape

Rain or Inclement Weather

Foul weather gear and protective canopies are standard equipment for event planning; however, we reserve the right to stop the collection at any time if unsafe or dangerous conditions develop.

Safety, PPE, First Aid Equipment

Clean Harbors will provide all supplies, materials and equipment necessary for the safe and legal unloading, segregating, packaging, transport and disposal of the wastes received through the operation of the collection events.

EQUIPMENT

Pallet Jack
Drum Dolly
Drum Sling
Drum Grabber
Sorting Tables
Work / Lab Pack Tables
Chairs
Traffic Delineators, Barricades, Cones, & Signs
Bulking Funnels, Screens, and Trees
Drum Grounding Device
Fingerprint Identification Kit
Brooms and Dust Pans
Flat Shovels
Mop and Bucket
Duct Tape
Poly Sheeting / Visqueen (6 mil or thicker)
Stretch Wrap
Secondary Containment Pallets
Spill Kits (includes neutralization supplies)
Absorbents (granular, booms, mats, etc.)
Box Truck (dedicated to the Facility)

REFERENCE MATERIALS

*Hazardous Materials, Substances and Waste
Compliance Guide*
Merck Index
Hawley's Condensed Chemical Dictionary
Farm Chemical Handbook
Emergency Response Guidebook
40 CFR 260-264

PERSONAL PROTECTION EQUIPMENT

Tyvek Suits & Aprons (poly-coated & plain)
Tyvek Footwear Covers / Booties
Poly-coated Rain Gear
Safety Glasses
Face / Splash Shields
Gloves (nitrile, leather, butyl, & cut resistant)
Chemical Resistant Steel Toe Boots
Respirators (full and half face)
Respirator Cartridges, Organic Vapor
Self-Contained Breathing Apparatus (SCBA)

HEALTH & SAFETY EQUIPMENT

Fire Extinguishers
First Aid Kits
Emergency Eyewash Stations
Air Horns
"No Smoking" and other Warning Signage

TOOLS

Spark Proof Hammer
Rubber Mallet
Impact Wrench
Speed Wrench with 15/16 Socket
Crescent Wrench
Bung Wrench
Ratchet
3" Stiff Paint Can Scraper
Paint Can Openers
Bucket Openers
Utility and Carpet Knives
Wire Brushes
Pliers & Screwdrivers

PACKAGING MATERIALS AND SUPPLIES

85-Gallon Steel Over Pack Drums, reconditioned or new
 55-Gallon Open Top Steel Drums, reconditioned or new
 55-Gallon Closed Steel Drums, reconditioned or new
 55-Gallon Open Top Poly Drums, reconditioned or new
 55-Gallon Lab Pack Boxes
 30-Gallon Open Top Poly Drums, reconditioned or new
 30-Gallon Closed Steel Drums, reconditioned or new
 30-Gallon Lab Pack Boxes
 20-Gallon Open Top Poly Drums
 20-Gallon Lab Pack Boxes
 16-Gallon Open Top Poly Drums
 10-Gallon Lab Pack Boxes
 5-Gallon Open Top Poly Drums, recycled or new
 5-Gallon Open Top Steel Drums
 5-gallon Lab Pack Boxes
 1-Liter Capacity and 5-Gallon Capacity Poison-By-Inhalation Combo Boxes
 Sharps Containers
 Pallets, Wood and/or Poly
 Cubic Meter Boxes with Liners
 Drum Liners
 Vermiculite
 Poly Reactive Bags
 Mineral Oil
 Drum Crayons
 Adhesive Packing Slip Envelopes
 DOT Labels and Markings
 DOT Placards (for cubic meter boxes)
 Manifests, Bills of Lading, etc.

Waste Acceptance

When a vehicle enters the off-loading area, the resident will be instructed to remain in their vehicle. Clean Harbors' personnel will inspect the waste at the participant's vehicle before removal.

In the event that a participant has an excessive amount of waste for disposal, or waste suspected of being generated from locations other than households, the City representative will be advised. Excessive or unusual waste shall only be accepted per the City's approval.

If deemed acceptable the materials are unloaded from passenger vehicles. All containers will be checked for labels and participants will be asked to confirm contents.

If there is no label but the participant can identify the container's contents then the identity will be written on the container with indelible marker. Carrying trays or carts may be used to transport the waste containers from the vehicles to the segregating tables.

Most materials are placed onto the screening tables for segregation. Automotive fluids (e.g. Oil, Antifreeze, etc.) and Flammable Liquids suitable for bulking (e.g. gasoline, kerosene, lamp oil, etc.) will be taken directly to the pour-off consolidation area.

Oil-Based Paint and Latex Paint in containers that are less than a quart in size will be placed immediately into (separate) cubic yard boxes. Larger size paint containers will be taken to the pour-off area for bulking. If an event is small, or if the participation is such that it would be more efficient to loose pack paint rather than consolidate, Clean Harbors' personnel will place larger size paint containers directly into cubic yard boxes as well.

Unacceptable Materials

Clean Harbors will accept for transportation and disposal the majority of hazardous waste typically produced by households. It is stressed for the safety of everyone involved that all materials are known and properly labeled. Wastes that are not in their original containers will be accepted as "known" wastes provided they are labeled. Unknown wastes, if acceptable, will be field tested and packaged for incineration.

However, we reserve the right to refuse any waste deemed unsafe to handle or unsuitable for household hazardous waste collection events. Such wastes include:

- ⊗ Large quantities of unknown materials
- ⊗ Radioactive waste, including smoke detectors
- ⊗ Unstable waste, explosives, gun powder, flares, ammunition
- ⊗ Unknown gas cylinders
- ⊗ Substances regulated by the Drug Enforcement Agency
- ⊗ Bio-hazardous waste, infectious waste (except sharps)

Clean Harbors reserves the right to decline to accept for disposal any waste materials which, in its reasonable judgment, it cannot dispose of in a lawful manner or without a risk of harm to public health or the environment, or for which no legal means of disposal exists. Clean Harbors will provide separate quotations for any potential high-hazard work (i.e. peroxidized ethers, explosives, cylinders, etc.) upon request.

Sorting Methods

The waste will be segregated into one of the following categories: acids, bases, oxidizers, pesticides, aerosols, paints, solvents, reactives, unknown materials and non-hazardous/non-regulated materials. Questionable containers will be segregated for later inspection. Non-recyclable, non-regulated solid waste will be rejected or placed into waste receptacles provided by the City.

Identification and Classification of Unknowns

The safe and economical disposal of unknown chemicals is an ever-present problem for HHW collection programs. Questioning the participant can identify most unlabeled containers; however occasionally a participant will just not know what they have.

Clean Harbors has specially trained field chemists to perform unknown characterizations on-site using a variety of analytical test methods. Clean Harbors will set aside an area designated for the classification of unknown compounds. Here the chemists will perform quantitative and qualitative tests to determine the physical and chemical properties of each unknown compound.

These "fingerprint" tests determine whether the compound is acidic, basic, water reactive, a cyanide compound, a sulfide compound, an oxidizing agent or a combination of hazards. Once these properties are determined, chemicals with similar hazards will be packaged together for incineration.

Packing will be done by DOT classification in 5-gallon containers. Any items that are not compatible will be placed in their own containers for disposal. The chemist must wear a respirator at all times in addition to the standard PPE requirements: tyvek, chemical resistant gloves, chemical resistant boots, and safety glasses.

All Clean Harbors field personnel are 40-hour trained and chemists are further trained in unknown identification. Work of this nature is considered a normal job function for chemists, and as such, there would not be an impact to liability due to providing this service.

Packing Methods

Once materials are identified and segregated, the appropriate packaging method for each container is determined in accordance with container size, type, and hazardous characteristics. Any unknown materials will be tested as described above, and packed according to chemical compatibility in 5-gallon pails for incineration with up to one gallon of liquid or five pounds of solids.

Certain products may be consolidated on a case-by-case basis, depending on the quantities and hazards involved. Materials that are capable of being consolidated on site, such as organic liquids, motor oil, antifreeze, solvents, liquid paints and paint thinners are collected and consolidated via a pour-off operation. 5-gallon, 1-gallon and smaller containers are acceptable for consolidation when the contents are entirely liquid and not viscous. Bulking procedures are described below.

Paints and paint related material in less than 1-gallon containers will be loose packed into 55-gallon drums, cubic yard boxes or rolloff containers when there is sufficient quantity of compatible waste. When lesser quantities are accumulated, smaller drum sizes are used in proportion to the amount of material to be packaged, to minimize the overall cost to the City.

Non-regulated materials may often be loose packed as well, depending on the disposal method and container type. 5-gallon, 1-gallon and smaller containers are acceptable, except for glass containers. Candidates for loose packing include asphalt products (roofing compounds, driveway sealers, etc.), detergents, and grease. The non-hazardous/non-regulated materials will be packed into 55-gallon drums for secure chemical landfill or non-hazardous incineration with up to 25 gallons of liquids or 400 pounds of solids per drum. When lesser quantities are accumulated, smaller drum sizes are used in proportion to the amount of material to be packaged, to minimize the overall cost to the City.

Acids, bases and oxidizers will be lab packed into 55 gallon drums for treatment, incineration or disposal, with up to 25 gallons of liquids or 400 pounds of solids. Regulated pesticides will be lab packed into 55-gallon drums with up to 25 gallons of liquids or 400 pounds of solids for incineration. Reactives will be lab packed into 5-gallon pails with up to one gallon of liquid or five pounds of solids.

Aerosols will be "loose packed" into drums. No packaging materials or filler will be packed in

Bulking / Consolidation

Clean Harbors may consolidate the following materials onsite, if sufficient quantities are collected: latex paint, solvents, thinners, varnishes, flammable liquids, transmission fluid, mineral oil, mineral spirits, turpentine and other similar liquids.

Prior to performing any consolidation operations, the supervisor and crew will discuss the appropriate health & safety and emergency response measures in the event of a fire, reaction, spill, or employee

exposure. The supervisor will review all operating and grounding procedures as well as flammable liquid or corrosive liquid safety guidelines, which include signs and symptoms of exposure to solvents.

Materials that are capable of being consolidated on site will be collected and consolidated via a pour-off operation. Individual containers to be poured will be transferred to poly-covered tables adjacent to the pour operations. Any questionable containers will be removed for later inspection. The entire side and top exterior surfaces of all glass and plastic containers will be wiped with a wet rag. Each container will be opened slowly to relieve any pressure. Containers will then be opened and poured into a receptacle fitted over a collection drum. Once each drum is filled to capacity, it will be closed and drum tracking numbers, labels and applicable markings will be attached.

Procedures for Bulking Flammable Liquids

Flexible grounding cables will be used to connect all drums and containers. Damp rags will be available to wipe down containers prior to grounding. Non-sparking tools such as bung wrenches and screwdrivers will be used for opening containers prior to consolidation. A 20 lb. ABC fire extinguisher will be placed within the consolidation area to comply with established safety protocol. Open head steel drums will be the receptacles for the consolidated material.

Employees consolidating, bucket testing and opening containers will be dressed in the appropriate chemical protective clothing (Level C). Level C protection includes: poly-coated tyvek with hood, full faced air purifying respirator with GMC-H or GME-H cartridges, latex inner gloves, silver shield outer gloves, steel toe shoes and boot covers.

The following is a partial list of flammable materials that are appropriate for consolidation:

- Solvents
- Antifreeze
- Mineral oil
- Acetone
- Gasoline
- Kerosene
- Petroleum oils
- Phenol
- Vegetable oils
- Varnishes
- Turpentine
- Mineral spirits
- Transmission fluid
- Alcohols
- Heptanes
- Lacquer thinner
- Petroleum distillates
- Motor oil
- Flammable liquids
- Methyl Ethyl Ketone
-

Spill and Leak Control

To prepare for potential releases, spills or emergencies, a contingency plan must be developed.

Prior to the HHW collection, the Site Supervisor or other Clean Harbors representative will visit the site to gather site-specific information. A traffic flow plan must be established that will allow emergency equipment (Fire Department, ambulance, etc.) access to the site in the event of an emergency. The proposed layout of the site in relation to neighboring structures and properties must also be identified.

This information will be used to develop a site map. A copy of the contingency plan should be distributed to the local emergency organizations and all other involved parties.

In the event of an emergency, emergency equipment may need to have direct access to the site. Traffic lanes should be prearranged so there is an open path at all times.

The CleanPack Supervisor will serve as the Emergency Coordinator in the event of an emergency.

Emergency information will be located at the Command Center table. The information will be placed on the table with the job folder. Information to be present should include a copy of the HHW Collection Guidelines containing the site-specific information (contingency plan, emergency phone numbers, hospital directions, etc.) and safety references (Chemical Dictionary, DOT ER Guidebook, NIOSH Pocket Guide and CHES 5-Page Emergency Response Plan). The following phone numbers shall be included on the emergency phone list: Fire department, ambulance, hospital, poison information center, police department, state police, local CHES service center, and local CHES H&S Representative.

In the event of a spill or release, the Site Supervisor will evaluate the situation and evacuate the site if necessary. A continuous blast of an air horn will signal the evacuation of the site. The Site Supervisor, with the assistance of the local H&S Representative, will decide how to respond to contain and clean up the spill/release.

In the event of a fire, an appropriate fire extinguisher may be used if the fire is in the incipient stage. The following additional actions will be taken:

- Cease all operations and evacuate the area of all unnecessary personnel
- Eliminate all ignition sources
- Stop the flow of cars into the area and have all cars in the unloading area exit immediately
- Notify the local official on site, the Fire Department and the local CHES H&S Representative.

If an employee becomes injured or ill (i.e., heat-related illness), provide first aid and seek medical attention, if necessary. Notify the Site Supervisor and the local CHES H&S Representative immediately. If there is an injury involving blood, be sure to follow the CHES Bloodborne Pathogens Exposure Control Plan.

If an employee experiences signs or symptoms of exposure to a chemical or physical hazard, remove the employee from the exposure situation. Decontaminate the victim, if there is any chemical contamination. Administer first aid and seek medical attention, if necessary. Notify the Site Supervisor and the local CHES H&S Representative immediately.

Decontamination procedures will be outlined in the Site Specific Health and Safety Plan. The extent of the procedures will depend on several factors including the type of contaminant, the amount of contamination, levels of protection utilized, and the type of protective equipment worn. The more harmful the contaminant, the more extensive and thorough the decontamination procedures will be. Equipment and personnel are decontaminated in combination with the sequential doffing of protective equipment.

Site Clean Up

After the collection sites close to the public, Clean Harbors' personnel will focus on packing all of the remaining waste. Prior to leaving the site, Clean Harbors' personnel will perform the following.

- Verify all waste has been properly packed
- Review lab-pack drum inventories for compatibility

- Check drums for proper markings and labels and accumulation dates
- Check drum inventory sheets
- Ensure drums are free and clean of contamination
- Check that drum rings and bungs are secure
- Count all drums prior to loading
- Make sure manifests/bills of lading are completed and signed
- Include all proper variances with manifests
- Place proper placards on truck prior to transport and checked against manifest
- Load all equipment and supplies
- Complete all upkeep and housekeeping
- Sign out all employees
- Remove all waste from the site after event is terminated
- Ensure that site is at its pre-collection day condition

All waste will be transported directly from the collection site to our Miramar or Bartow, Florida Service Center. From there it will be stored for no more than ten days before being loaded onto another truck and shipped to the manifested disposal facilities.

Clean Harbors will provide the City to with a post-Event report that includes (but is not limited to) the number of participants, quantities and types of waste collected, disposal methods utilized, and the disposal facility names and locations.

Manifesting and Labeling

Using a laptop computer and our proprietary software, Clean Harbors will electronically prepare all shipping paperwork in accordance with Federal, State and Local regulations. Paperwork includes manifests, bills of lading, packing lists, and container labels.

Our chemists will assign a unique number to each lab pack container. As a drum is being packaged, the contents will be entered into the computer program. Once the container is full, this data is then used to generate and print a packing list and waste label that will be attached to the drum, along with the appropriate U.S. DOT diamond marking(s). Cubic yard boxes will be marked with diamond placards instead of markings, per 49 CFR standards.

After the containers are entered in the system, manifested, and appropriately marked, Clean Harbors' employees will load them onto the truck. The onsite City representative will sign the manifests / bills of lading as "Generator". Our driver will next sign "Transporter" and provide a carbon copy of the paperwork to the City.

All waste will then be transported to Clean Harbors' West Sacramento Service Center for 10-day storage prior to continuing its journey to the manifested disposal facilities.

Transportation

Clean Harbors will transport virtually all waste directly from the HW Facility to our Bartow, FL or Miramar, FL transfer facility.

Once at our transfer facility, the hazardous waste will primarily be routed to Clean Harbors El Dorado, AR where the waste will be incinerated or used as an alternative fuel, or it will be routed to other approved recycling, treatment or disposal facilities.

If unacceptable wastes are to be managed, such as explosives, infectious waste or radioactive materials, they may be handled internally, or through specialty subcontractors. Clean Harbors audits and approves

specialty subcontractors to handle any conceivable type of waste. Specialty subcontractors will be identified as required, as new waste streams are encountered.

Manifests and/or Bills of Lading (BOL) are required to accompany all materials being shipped. Clean Harbors will prepare all shipping paperwork in accordance with all federal, state and local regulations, including manifests, Land Disposal Restriction notification forms, and packing lists. In addition, we will provide pre-printed labels that meet all the regulatory requirements of the Department of Transportation (DOT). Our labels and manifests are computer generated, effectively creating clearly legible and virtually error-free markings in accordance with DOT regulations.

Disposal and Recycling Facilities

All waste streams shall be manifested to and received by Clean Harbors' Bartow FL facility with the exception of lithium batteries which will be shipped to Retriev Technologies.

HHW Collection Event Reporting Procedures

After each collection event, we will provide the City with a Post-Event Report with volume and participation levels for the event. All manifests, worksheets, weight tickets, and other related documents will be scanned into our Document Imaging and Retrieval System. Scanned images are indexed for viewing, updating, and linking to waste tracking reports.

Anytime City personnel need a copy of a signed manifest, one can easily be downloaded from our website and printed within seconds. Clean Harbors' disposal facilities also keep hard copies of all signed shipping paperwork in storage forever.

The moment a truck arrives at one of our Service Centers, Clean Harbors assigns to each container a unique tracking number. This number is printed on labels as corresponding bar codes and attached to each drum. Every time the containers are moved, whether from truck to truck or from one location to another in a facility, the bar code labels are scanned and the data is uploaded into our Waste Information Network ("WIN").

Drums and/or boxes that are bulked/consolidated into larger containers (i.e. tanks, roll offs, etc.) are also noted in WIN; and a new tracking number is created that lists all the original numbers. Regardless of where the material is shipped, WIN will have the ability to generate real-time reports mapping the path that your waste took from pickup to final disposal/recycling.

Waste Tracking Reports include a signed Certificate of Treatment / Disposal, and will indicate:

- ◆ The manifest number(s)
- ◆ Each container's tracking number
- ◆ The new tracking number if bulked / consolidated
- ◆ The final disposal facility
- ◆ The waste management method code
- ◆ The date of final disposal / recycling

Additional Services Available from Clean Harbors

Ammunition Management - From time to time, Household Hazardous Waste Programs inadvertently receive ammunition at collection events. Often the simplest solution to this problem is to give the ammunition to local law enforcement; however, some of our customers are finding this is no longer an option.

Clean Harbors' Colfax, Louisiana, thermal treatment facility is the only commercial operation in the United States with a significantly diverse, RCRA Part B, Subpart X permit. This permit allows us to deliver risk-free management of explosive and reactive wastes. The Colfax facility is also approved by the ATF as a user and an importer of explosive materials.

When requested, Clean Harbors' personnel will package and remove explosives onsite thereby reducing your liability. Only chemists that have gone through the Explosive Packaging Training, and have qualified with a passing grade, are allowed to perform these jobs.

Although we are not permitted to transport DOT Class 1 explosives, by using the Division 1.4S Packaging Exemption of 49 CFR 173.63, Clean Harbors can reclassify the following items as ORM-D, package, and manifest to our Colfax Facility; and then ship using our own transportation resources.

- Ammunition for rifle, pistol, or shotgun
- Ammunition for inert projectiles or blank ammunition
- Ammunition having no tear-gas, incendiary, or detonating explosive projectiles
- Ammunition not exceeding 12.7 mm (.50 caliber or ½ inch) for rifle or pistol cartridges, or 8 gauge for shotgun shells
- Cartridges, power devices which are used to project fastening devices

The ability to use our truck-to-truck network for disposal of small ammunition quantities provides significant cost savings to our customers over the alternative: hiring a third-party transporter permitted to transport DOT Class 1 materials, often at a full-truckload rate.

Pricing for ammunition disposal is not provided with this proposal. Therefore, should the City have a need for this service, please contact Brian Russo for a quotation and additional packaging information.

Explosive / Unstable Waste and Unknown Cylinders - In the event that Clean Harbors identifies a material suspected to be "unstable", "shock sensitive", "explosive", or "detonable", we will inform the City and the homeowner of the potentially dangerous characteristics of the material in non-technical, easy to understand terms. Either Clean Harbors or the City will call the State Fire Marshal Office's (or equivalent agency) Emergency Number and explain the situation to the State Bomb Squad (or equivalent agency). The local Fire Department will be contacted as well.

Assuming the reactive material is still in the homeowner's vehicle, the homeowner will be asked to remain on site while a solution is developed. We cannot, however, detain a homeowner at the collection event. If they decide to leave the event, and the reactive material is still in their vehicle, our personnel will record the name of the homeowner and their license plate number, vehicle color, make and model of the vehicle. This information will be provided to the State Bomb Squad.

In the event the homeowner remains on-site, Clean Harbors will take steps to isolate the dangerous material by maintaining a buffer zone around the homeowner's vehicle. No further action will be taken with the material until the State Bomb Squad arrives. .

In the event that the State Bomb Squad is unwilling to get involved, Clean Harbors can attempt to arrange to have a Reactive Chemical Technician on site within 24-hours to remotely open and test the container for peroxides. If the container is negative for peroxides, we can package it and ship it.

If it tests positive for peroxides, it will need to be placed aside in storage until the need for an emergency treatment permit can be determined and pursued, if needed. The handling of other, non-peroxide unstable materials may also require a treatment permit. This likewise will be determined on a case-by-case basis.

The expense of this specialized service is not covered in our pricing; and will need to be agreed to by the City before arrangements are made to mobilize the Clean Harbors' Reactive Materials Team.

HHW crew identifies potentially dangerous picric acid

Monday, April 23, 2018

The following note was sent to recognize the Clean Harbors team for quick action and outstanding work performance during emergency operations at a recent Household Hazardous Waste (HHW) event in Richland, Washington.

"Thank you for your staff's efforts this weekend. As usual, they did an excellent job and worked in a professional manner, especially considering the circumstances. Despite the incident, I am glad that we are able to provide this service to our community; and, hopefully, we will be able to reschedule. Once you have had a chance to discuss this with the office, please let me know what dates are available so we can consider our path forward."

– Grant DeJongh, assistant operations manager, Benton County Public Works Department

While conducting the event for the Benton County Public Works Department, **an HHW participant brought in a lab-grade bottle of dry picric acid which, when dry, is potentially explosive.** Our chemist and site safety officer identified the material and immediately began safety protocol. Clean Harbors personnel, county employees and HHW participants were quickly evacuated and our EH&S staff and the local fire and police departments were notified.

When the Kennewick Fire Department arrived, the Clean Harbors team moved to the established incident command post near the HHW site. HHW Program Manager Mike Mason and Technical Services Project Manager Chris Boorman assisted the fire department with the HHW containment site layout and provided critical answers concerning the dangerous physical properties of picric acid. After the fire department and the bomb squad finalized their emergency operations planning, they detonated the picric acid on site. At the end of the day, the fire department and the local police complimented the professionalism of the Clean Harbors team and their knowledge and ability to identify highly hazardous chemicals.

Also participating in this event were Technical Services Coordinator Rachael Fisher and Logistics Coordinator Robbie Young-Gould, who were appointed to manage the media on-site. They both received praise from District Vice President Paul Van Der Bosch for showing great judgment and leadership in properly following the media policy.

DEA-Regulated Substances - Drug Enforcement Agency regulations prohibit the collection of controlled substances at temporary HHW collection events. Clean Harbors' personnel are trained on how to spot these types of medications / drugs. Participants that bring controlled substances to a collection event will be instructed to contact their local law enforcement authorities for assistance with disposal.

In the event a DEA Regulated Substance is discovered to have accidentally been accepted, the Site Supervisor will immediately contact the City representative. He will then work with the City to immediately surrender the controlled substance to law enforcement authorities.

B) RESUME AND FACT SHEET OF FIRM**Company Overview**

Clean Harbors is North America's leading provider of environmental, energy and industrial services. The Company serves a diverse customer base, including a majority of Fortune 500 companies. Its customer base spans a number of industries, including chemical, energy and manufacturing, as well as numerous government agencies. These customers rely on Clean Harbors to deliver a broad range of services such as end-to-end hazardous waste management, emergency spill response, industrial cleaning and maintenance, and recycling services. Through its Safety-Kleen subsidiary, Clean Harbors also is North America's largest re-refiner and recycler of used oil and a leading provider of parts washers and environmental services to commercial, industrial and automotive customers. Founded in 1980 and based in Massachusetts, Clean Harbors operates throughout the United States, Canada, Mexico and Puerto Rico. The Company operates two reporting segments – Environmental Services and Safety-Kleen – which are made up of several businesses.

Environmental Services

- Technical Services provides a broad range of vertically integrated hazardous and non-hazardous material management services. These include collection, packaging, transportation, recycling, treatment, and disposal services, which are offered at Company-owned recycling, incineration, landfill, wastewater, and other treatment facilities. Clean Harbors operates more than 100 disposal facilities.
- Industrial and Field Services provides industrial and specialty services. These include high-pressure and chemical cleaning, catalyst handling, decoking, daylighting and hydro excavation, material processing, and oilfield transport and production services. Industrial and Field Services also consists of a wide variety of environmental cleanup services, including tank cleaning, decontamination, remediation and spill cleanup.
- Oil, Gas and Lodging Services serves the oil and gas exploration, production and power generation industries. Services include seismic services, surface rentals and lodging operations in Western Canada.

Safety-Kleen

- Safety-Kleen provides used oil collection, recycling and re-refining, parts washing and other environmental services for the small quantity generator market. Safety-Kleen's closed-loop environmental solutions enable customers to effectively manage their waste streams, capturing economic advantages through reduced costs and the sale of recovered products.

Company History

Since its inception in 1980, Clean Harbors has become the leading environmental and industrial service provider and largest hazardous waste disposal company in North America. Since 1980, field service centers have been strategically located across North America to provide emergency response services and perform planned work on customer locations. Clean Harbors is a recognized leader in environmental emergency response services.

Founded by Alan S. McKim, Clean Harbors began as a four-person tank cleaning business. Today, Clean Harbors is a publicly traded company (NYSE: CLH) that maintains a vast network of service centers and waste management, treatment and disposal facilities and provides a broad range of services. Mr. McKim continues to lead the company as Chief Executive Officer and Chairman of the Board.



Clean Harbors has achieved steady growth, both geographically and in terms of service offerings, through the acquisition of new facilities, equipment and personnel and in response to client needs. In 1986, our laboratory chemical packing services, CleanPack[®], was formed to provide industries, schools and universities, and communities with vital services to manage the collection, packaging and disposal of laboratory chemicals and household hazardous waste. Clean Harbors provides comprehensive hazardous waste handling and disposal throughout North America.

In 1989, Clean Harbors purchased Chem Clear, Inc., an industrial aqueous waste treatment company. This acquisition firmly established Clean Harbors as a waste disposal provider, and the 1995 purchase of an incinerator in Kimball, Nebraska, expanded our resources in this area.

In 1998, Clean Harbors formed its Industrial Services division. Our industrial personnel perform industrial cleaning and maintenance services that require fast turnaround, such as hydro-blasting, liquid/dry vacuuming, sodium bicarbonate blasting, steam cleaning and chemical cleaning of equipment and systems.

In 2002, Clean Harbors acquired the assets of the Chemical Services Division of Safety-Kleen. This purchase added 55 service centers, 33 waste management facilities and 4,400 employees to Clean Harbors' existing resources. In 2007, Clean Harbors acquired Teris, LLC, with its 550 employees, several field locations, incineration facility in El Dorado, Arkansas, and a treatment, storage and disposal facility in Wilmington, California.

In 2008, the Company acquired two solvent recycling facilities in Chicago, Illinois, and Hebron, Ohio. This acquisition broadened the Company's service portfolio and established a substantial presence for Clean Harbors in the solvent recycling market.

In 2009, Clean Harbors acquired Eveready Inc., a Canadian company that provides industrial maintenance and production, lodging and seismic services. With the addition of more than

2,100 employees, 79 locations and a service fleet of over 2,400 truck and trailer units, this purchase broadened our energy and industrial service offerings and geographic reach.

Following Eveready, Clean Harbors completed a series of acquisitions to enhance and expand its energy and industrial services. Clean Harbors acquired additional capabilities in seismic services, industrial cleaning, pipeline maintenance, industrial lodging services and catalyst and refinery material processing and recycling. In 2011, Clean Harbors acquired Peak Energy Services, bringing on the capabilities to service oil and gas drilling operations by providing surface rentals and specialized liquid, solid and sludge processing.

In 2012, Clean Harbors made its largest acquisition in Company history with the purchase of Safety-Kleen. Safety-Kleen is a leading North American used oil recycling and re-refining, parts cleaning and environmental solutions company, with approximately 4,200 employees serving more than 200,000 customer locations in the United States, Canada and Puerto Rico.

As we move forward, we continue to enhance our services and expand our geographic reach through organic growth and strategic acquisitions. In 2013, we acquired Evergreen Oil, a California-based company that specializes in the recovery and re-refining of used oil. In 2015, we acquired Thermo Fluids, Inc. to expand our used oil collection and recycling capabilities and strengthen our presence in the western United States.

Today, Clean Harbors has more than 400 service locations providing waste transportation and disposal, laboratory chemical packing, 24-hour emergency response, parts cleaning, and field, energy and industrial services. The Company owns and operates over 50 waste management facilities offering a wide range of disposal options including incineration, wastewater treatment, and landfill, recycling and specialty disposal. Clean Harbors is the largest hazardous waste disposal company and the largest re-refiner of used oil in North America.

Comprehensive Services

In addition to the service efficiencies and cost savings provided by the proximity of Clean Harbors' locations, the wide range of comprehensive environmental services available through Clean Harbors Service Centers assures local access to support services and consultation.

Company Services Fact Sheet

Technical Services

Technical Services—provides a broad range of hazardous material management services including the packaging, collection, transportation, treatment and disposal of hazardous and non-hazardous waste at Company-owned incineration, landfill, wastewater and other treatment facilities.

Waste Disposal

- Bulk waste disposal
- Drum waste disposal
- Incineration
- Wastewater treatment
- Landfill
- Fuel blending
- PCB disposal
- Explosives management
- Medical waste management and destruction
- Consumer product disposal
- Shredding services
- Large-scale waste removal and disposal projects
- Container management
- Transportation services
- Coolant management services

Recycled Services

- Chemical and solvent recycling
- Reuse, recycling and reclamation
- Chemical distribution and product sales
- Used oil and oil products recycling
- Electronic and obsolete equipment recycling and disposal
- Light bulb recycling
- Dry cleaning and imaging services

Chemical Packing

- CleanPack® laboratory chemical packing
- Reactive material services
- Cylinder and compressed gas management
- CustomPack® self-pack program
- Laboratory moves
- DEA controlled substance management
- Radioactive services and disposal

Household Hazardous Waste

- Temporary one-day collections
- Agricultural and pesticide collections
- Permanent collection facilities and depots
- Mobile collection programs
- Door-to-door collection programs
- Universal waste programs
- Special waste events
- Small quantity generator programs
- Consulting services

Online Services

- Profile Management
- Drum Scheduling
- Management Reports

Safety-Kleen

Safety-Kleen—provides used oil collection and re-refining services, and parts washers to the automotive industry, and allied products and a full range of environmental solutions for small quantity generators across North America.

Oil Solutions

- Used oil collection
- Oil re-refining
- EcoPower® engine oil

Parts Cleaning Technologies

- Aqueous parts washers
- Solvent parts washers
- Paint gun cleaners
- Aqueous and solvent chemistries

Cleaning Products

- Safety-Kleen professional products
- Absorbents and wipers

Waste Management

- Fuel blending services
- Universal waste
- Automotive waste
- Landfill disposal
- Hazardous waste
- Solvent recycling
- Incineration service
- Wastewater treatment

Vacuum Services

- Oil water separator service
- Spill cleanup
- Drain, sump, pit and trench cleanout
- Tank pump out
- Process water disposal
- Sewer water drains
- Non-hazardous liquids and sludge disposal

Emergency Response

- 24/7/365
- Oil spill response
- Chemical and hazardous material spill response

Total Project Management

- Environmental services project specialists
- Single point of contact
- Remediation
- Technical services

Automotive Fluids

- Bulk Khameleon™ antifreeze/coolant
- Bulk Icebreaker™ windshield washer fluid

safety-kleen
A Clean Harbors Company



Company Services Fact Sheet

Industrial & Field Services

Industrial & Field Services—provides industrial and specialty services such as high-pressure and chemical cleaning, catalyst handling, decoking, and material processing to refineries, chemical plants, and other industrial facilities. Also provides a wide variety of environmental cleanup services on customer sites or other locations on a scheduled or emergency response basis.

Emergency Response

- Oil spill response
- Chemical and hazardous material spill response
- Biological and infectious agent response
- Natural disaster response
- Emergency pump-outs
- Emergency waste disposal
- Standby emergency response coverage
- National response coverage programs

InSite Services

- Customized on-site environmental and industrial services
- Management and regulatory reporting
- Environmental program administration

Field Services

- Vacuum services
- Tank cleaning
- Decontamination
- Product recovery and transfer
- Demolition and dismantling
- Scarifying and media-blasting
- Steam cleaning
- Excavation and removal
- Facility closures
- Rail-car cleaning and inspection
- Maritime services
- Remediation services

Transformer Services

- Electrical equipment recycling and disposal
- Electrical equipment field services
- Removal, retrofill, recycling

Industrial & Specialty Services

- Catalyst services
- Decoking and pigging services
- Chemical cleaning
- High pressure services
- Dewatering and materials processing
- Outage and turnaround services
- Hydro-excavation
- Mining and SAGD support
- Liquid/dry vacuum
- Chemical hauling
- Tech Sonic cleaning technology

Lodging Services

- Permanent and temporary camps
- Client and open lodges
- Wastewater treatment plants
- Drill camps
- Manufacturing

Oil & Gas Field Services

Oil & Gas Field Services—provides fluid handling, fluid hauling, production servicing, surface rentals, seismic services, and directional boring services to the energy sector serving oil and gas exploration and production, and power generation.

Seismic Services

- Land and aerial surveying
- Line locating
- Line clearing and right of way clearing
- Mulching and hand cutting
- Shot hole and diamond drilling
- Land development
- Civil water and sewer infrastructure construction
- Seismic line cutting
- Helioportable drilling
- LiDAR mapping

Oilfield Transportation & Production Services

- Flush-by services
- Hot oiling
- Coil tubing
- Continuous rod services
- Pressure trucks
- Fluid handling, transportation and disposal
- Solids handling, transportation and disposal
- Hydro-excavation

Surface Rentals

- Drill camps and catering
- Wellsite trailers
- Solids control
- Centrifuges
- Auger tank technology
- Tank farms
- Mats
- Light towers
- Generators
- Sanitherm/SaniBrane water technology
- Chemical hauling

Directional Boring

- Drilling (conventional, mudmotor and air drilling)
- Directional punching
- Pipe ramming/pipe extraction
- Fusing services (licensed to fuse c900 pvc pipe)
- RG-05 rock shield pipe protection
- Soil testing and storage tank cathodic protection

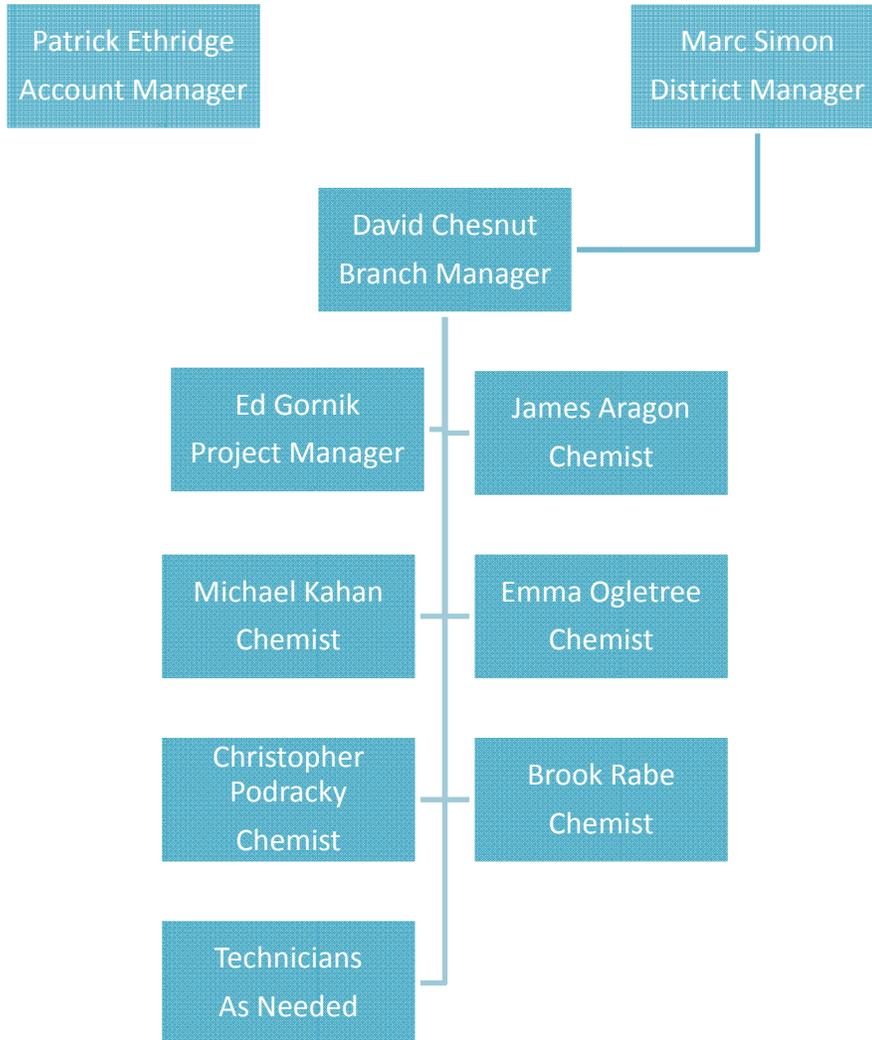
Additional Services

- Fracking water treatment and disposal
- Drilling fluids and solids disposal
- Rolloff and frac tanks
- Oilfield hauling
- Downhole production services
- Transport production services



C) KEY PERSONNEL

Clean Harbors Florida Service Centers will provide an experienced and professional team to manage your program. The following chart indicates the key personnel for providing services on the proposed contract. The top of the chart indicates the person ultimately responsible for contract performance. The table following the chart briefly summarizes the role of each position and describes the level of interaction the individuals in each position will have with the City Project Management.



Roles and Responsibilities

<p>Patrick Ethridge, Account Manager</p> <p>The Account Manager is responsible for a specific subset of customer accounts within his assigned region. The Account Manager is the primary contact and has responsibility for the overall account. The Account Manager is expected to be thoroughly familiar with the contract and the customer and can arrange for all services, reports, and invoices and can answer questions to resolve problems for the customer. The Account Manager will seek customer feedback and deliver solutions.</p>
<p>Marc Simon, District Manager</p> <p>The District Manager is responsible for all Clean Harbors operations within a designated region. The District Manager will negotiate contract terms, resolve issues at a contract level, and is responsible for all contract personnel and equipment resources. The District Manager directs regional resources to fulfill contract requirements and is ultimately responsible for customer satisfaction and compliant contract execution.</p>
<p>David Chesnut, Branch Manager</p> <p>The Branch Manager is responsible for daily operations, scheduling, invoicing, and payroll. The Branch Manager has direct contact with customers, maintains up-to-date records and employee training, and responsible for vehicle maintenance.</p>
<p>Ed Gornik, Technical Services Coordinator/Project Manager</p> <p>The TSC will arrange for appropriate staffing, ensure the staff is meeting contract requirements, ensures compliance with contract terms and conditions on a daily basis and can answer most contract and technical questions for the customer. This includes administration and project management; project scheduling and coordination; all operational aspects, issues and subcontractor management; health and safety and regulatory compliance; performance and cost controls; preparation of project work scopes, cost estimates, and reporting. See Attachment X for Resume.</p>
<p>Chemists</p> <p>Chemists are responsible for testing, packaging, consolidating, labeling, and manifesting waste. The CleanPack Chemist is responsible for being aware of and meeting all contract requirements, interacting with GU staff on site, and working safely. Ryan will be assigned to routinely provide services; however, Clean Harbors will cross-train additional Chemists to accommodate training, vacations, illness, etc.</p>
<p>Field Technicians</p> <p>Technicians perform a variety of tasks associated with hazardous waste cleanup, sampling, site remediation, equipment and facility decontamination, and handling of hazardous materials.</p>

Personnel Training

Clean Harbors' training program is specifically designed to familiarize all employees with facility license requirements, environmental regulations, the hazards associated with their job responsibilities, and procedures for emergency response. Clean Harbors' management has gone to great lengths to institute rigorous corporate programs regarding health, safety, and compliance issues. Our training program is constantly updated to keep up with changing regulations and to incorporate employee feedback.

Clean Harbors begins its personnel-training program with a statement of commitment to personnel safety and environmental protection. The company's written safety philosophy states this commitment as follows:

"The primary objective of Clean Harbors' management is to protect the public and the environment through full compliance with all pertinent regulations. All procedures are designed to achieve this aim as well as to protect all Clean Harbors personnel. Care and safety, rather than profit, are the primary concerns of our organization. Rigorous on-plant procedures have been designed to ensure safety and they must be followed strictly. Our company's reputation and integrity are the keys to our collective successes and our employees are the key to the company's reputation. All Clean Harbors personnel are trained to fully understand and follow proper procedures with respect to their particular duties and responsibilities, but they are also encouraged to learn their co-workers' responsibilities and the operations of the company as a whole. It is necessary that all Clean Harbors employees have pride in what they are doing because proper waste management is very important to both the environment and the business community. If we work as a team, keeping in mind that safety is the most important factor, success will naturally follow."

All Clean Harbors' employees receive rigorous training in the most sophisticated and advanced techniques for handling toxic materials. Clean Harbors commitment to "learning by doing" utilizes an in-house environmental training center. The training center is fully equipped to accommodate all necessary hazardous waste practice exercises, including training stations for staging mock chemical spills, tank/trailer confined space entry practice, and a maze to simulate the hazards encountered while using a self-contained breathing apparatus (SCBA).

Clean Harbors' training curriculum begins with a five day, 40 hour Hazardous Waste Management training program that certifies employees in accordance with OSHA Final Rule 29 CFR Part 1910.120 (e) (3).

Additional courses include the 24 hour Emergency Response Activities program in accordance with OSHA Final Rule 29 CFR Part 1910.120 (g) (g) (111); Confined Space Entry Rescue in accordance with OSHA Final Rule 29 CFR Part 1910.146 and DOT/HM-181 in accordance with DOT training requirements in 49 CFR 172.704 (a) (1) and (2).

In addition, all Clean Harbors CleanPack chemists complete a 40-hour lab-packaging course. This course concentrates on chemical segregation, packaging and transportation of both industrial and household waste in compliance with local, State and Federal regulations. Detailed explanations and exercises are provided in the following areas:

- Basic chemistry principles and chemical hazards
- EPA designated waste codes

- Selecting the proper waste code and chemical category for a variety of hazardous wastes
- Department of Transportation's Driver's Guide to Hazardous Materials which discusses how to select the proper shipping name, chemicals forbidden to transport and materials that must be shipped by themselves
- Completion of hazardous waste manifest and land disposal restriction notifications forms, bills of lading, TSCA manifests, scintillation fluid forms and waste profiles
- Proper use of personal protective equipment
- Procedures to be utilized when sampling drums, testing unknowns and evaluating cylinders
- Reactive handling and packaging procedures
- Peroxidizable ethers, water reactives, hydrophobic and hydrophilic compounds, Drug Enforcement Agency regulated compounds, picric acid, and chemicals with a low self accelerating decomposition temperature

Chemists are required to perform a hands-on mock lab pack exercise that requires them to segregate, properly manifest and label waste. The course ends with a second mock lab pack exercise that encompasses all aspects of the training program. Our chemists also participate in a 3 month mentoring program with a senior chemist.

Employees participate in at least 12 hours of annual refresher training and site-specific training prior to each job. Clean Harbors utilizes a monthly modular training schedule to meet the annual refresher training requirement.

For employees who drive for the company, we have designed a Driver Training Policy and Program, which are structured to provide and maintain drivers with the necessary skills to perform safely and efficiently and to comply with regulatory requirements. Training objectives are met through a combination of initial and refresher training courses.

Upon employment by Clean Harbors, our drivers undergo a 16-hour training course to familiarize them with our policies and procedures. In addition, drivers are required to attend an eight-hour refresher annually. Below is an outline of the training course.

- Overview of DOT Hazardous Materials Regulations
- HM-181 Requirements
- Selecting a DOT Description
- Performance Oriented Packaging
- DOT Pre-Transport Requirements
- Special State by State Requirements
- Chock and Jack Policy
- Vehicle Safety and Compliance
- Reporting Procedures
- Driver Emergency Response Procedures
- Log Book and Federal Hours of Service Regulations
- Trip Documentation

Clean Harbors believes that its employees are the most valuable asset in terms of customer satisfaction. The table below outlines the current minimum training requirements the Company has established for each of our household hazardous waste program personnel. In most cases, training exceeds the requirements shown here.

Description		Technician	Chemist	Site Supervisor
40-Hour OSHA Hazardous Waste Operators & Emergency Response Training		✓	✓	✓
8-Hour OSHA Annual Refresher	Hazard Communication			
	Medical/Bloodborne Pathogens			
	Respiratory Protection			
	Confined Space Entry – Entrant/Attendant			
	Heat/Cold Stress	✓	✓	✓
	PPE & Hearing Protection			
	Decontamination			
	Emergency Response			
	Drum & Material Handling			
Annual RCRA Training		✓	✓	✓
DOT Hazardous Materials Regulations		✓	✓	✓
Federal Motor Carrier / Clean Harbors Transportation Policies and Procedures		✓	✓	✓
Profile Completion Instructions		✓	✓	✓
Battery Packing Training		✓	✓	✓
Explosives Packaging & Shipping			✓	✓
Unknown Waste Material Fingerprint Analysis Training			✓	✓
HHW Orientation Training		✓	✓	✓
HHW Training for Supervisors and Project Managers			✓	✓
80-Hour Clean Harbors CleanPack® Training	Waste Routing & Disposal Facilities			
	Lab Pack Exemptions			
	Lab Pack Paperwork			
	Lab Pack Disposal Restrictions			
	Lab Pack Unknown Material Handling	✓	✓	✓
	Mercury Packaging & Routing			
	Organic Peroxide Shipping & Packaging			
	PCBs Shipping & Packaging			
	Main & Satellite Accumulation Areas			

Clean Harbors has a very rigorous evaluation program in place to ensure that the drivers we hire are qualified and experienced in operating the specific type of vehicle for which we have hired them. We require three years of experience and a road test prior to employment and a yearly evaluation of driving skills. We also perform a check on each driver's record prior to employment and annually thereafter.

Resumes



a.	Name, Title & Local Company Address:				
	Patrick Ethridge Technical Services Account Manager 7001 Kilo Avenue Bartow, Florida 33830 954.465.6469 ethridge.patrick@cleanharbors.com				
b.	Corporate Address:				
	Clean Harbors Environmental Services, Inc. 42 Longwater Drive Norwell, MA 02061 www.cleanharbors.com				
c.	Years Experience – With This Firm:	13	With Other Firms:	0	
d.	Education: Degree(s) / Specialization & Licenses / Registrations				
	<ul style="list-style-type: none"> - John Hancock College - Nova Southeastern University - DOT/RCRA trained - 40 Hour OSHA HAZWOPER Certification - Forklift Operator Certified - Senior Lead Chemist Certification - DEA Controlled Substances Certified 				
e.	Other Experience and Qualifications:				
	<ul style="list-style-type: none"> • Currently serving as Technical Services Account Manager, Patrick Ethridge provides full support to customers in his South Florida geographic territory. Responsible for ensuring contract requirements are met consistently for every customer within his book of business, Mr. Ethridge coordinates the successful management of services to many lines of business including, but not limited to, CleanPack, HHW, T&D, Direct Ships, Insite Service Programs, and High-Haz/Explosives/Radioactive Services. • Mr Ethridge was formerly a Chemist and advanced to become a Senior Lead Chemist for the Clean Harbors Miramar, FL, Service Center. • He was responsible for proper operation of the Miramar, FL, 10-day waste transfer facility, ensuring all compliance needs were met. • Mr. Ethridge has provided Apollo Onsite Services, HHW Clean Pack Services, and is proficient in segregating, packing, and transporting hazardous and non-hazardous materials. • Mr. Ethridge transitioned to the role of CleanPack Specialist covering the South Florida region. • He responded to customer requests for preparing waste disposal quotes and provides support to the client throughout the process of the management, removal, and disposal of hazardous and non-hazardous materials. 				
f.	Environmental & Health and Safety Training:				
	<ul style="list-style-type: none"> • 40 Hour OSHA HAZWOPER Training • 80 Hour Lab Pack Training • DEA Controlled Substances Training • Current in refreshers 				



a.	Name, Title & Local Company Address:			
	Marc Simon District Manager, Technical Services Clean Harbors Environmental Services, Inc. 2815 Old Greenbrier Pike Greenbrier, Tennessee 37073			
b.	Corporate Address:			
	Clean Harbors Environmental Services, Inc. 42 Longwater Drive Norwell, Massachusetts 02061 www.cleanharbors.com			
c.	Years Experience – With This Firm:	32 yrs	With Other Firms:	0
d.	Education: Degree(s) / Specialization & Licenses / Registrations			
	B.S. in Chemistry – Middle Tennessee State University, Murfreesboro, Tennessee Certified Hazardous Materials Manager (CHMM)			
e.	Other Experience and Qualifications:			
	<ul style="list-style-type: none"> As District Manager of the Southeast region, Marc Simon is responsible for all the Sales and Operational aspects of the region including: developing and maintaining business with existing and potential customers; networking with other Clean Harbors' service centers to effectively service the customers' needs; determining the most cost effective and proper disposal options; preparing written proposals and quotations; regulatory compliance; and managing ongoing contracts. As a former Technical Services Branch Manager for Clean Harbors, Mr. Simon was responsible for the Sales and Operational aspects associated with drum pickups and disposal, CleanPack Services, and logistics in Tennessee and surrounding areas. Mr. Simon was also responsible for the training and management of all personnel within his Technical Services organization. Under his direction, the Service Center performed hundreds of household hazardous waste removals as well as identified, packaged, and transported bulk and containerized hazardous waste from small and large generators. As a former Operations Manager, Mr. Simon directed the daily operations of a TSDF. He governed all aspects of a Part B Permitted TSDF such as community relations, regulation compliance, fiscal reporting and management, and generated \$1,069K in profit. As a former In-site National Program Manager, Mr. Simon directed an eastern United States program initiative to acquire management of onsite environmental programs for major companies such as Mercedes Benz, General Motors, Ford, Hewlett Packard, Merck, General Electric, National Institute of Health, Procter & Gamble. He averaged revenue increases of \$2 M per year. As a former Facility Manager, Mr. Simon supervised all TSDF operations and managed fiscal revenues of \$12-17M annually. He encouraged sales team to steady growth in sales despite territory reductions and realignments. He also assisted with design/launch of waste management systems for use throughout the company, and he completed RCRA permit application to the state of Tennessee. As a former Operations Manager, material routing supervisor and field chemist, Mr. Simon managed TSDF operations, field services staff and operational expenses associated with the facility profit and loss statement. He determined transportation/disposal expenses and performed cost negotiations with final TSDFs. In addition, he prepared and coordinated incoming and outgoing waste streams for the service center. Mr. Simon provided on-site analysis to determine the characteristics of incoming waste streams to meet the facility's waste analysis plan, and he performed customer pick-ups including packaging, manifesting and transportation to meet applicable federal, state, DOT and company requirements/regulations. 			



f.	Environmental & Health and Safety Training:
	<ul style="list-style-type: none">• ISO 14001 Lead Auditor Training (EMS)• OSHA 40-Hour• OSHA 24-Hour• Annual RCRA and OSHA• IATA Dangerous Goods Shipping



a.	Name, Title & Local Company Address:				
	David Chesnut Technical Services Branch Manager 7001 Kilo Ave Bartow, Florida 33830 513.200.5073 chesnut.david@cleanharbors.com				
b.	Corporate Address:				
	Clean Harbors Environmental Services 42 Longwater Drive Norwell, Massachusetts 02061				
c.	Years Experience – With This Firm:	10	With Other Firms:	0	
d.	Education: Degree(s) / Specialization & Licenses / Registrations				
	<ul style="list-style-type: none"> • Associate – Business University of Cincinnati • First Aid CPR Certified 				
e.	Other Experience and Qualifications:				
	<ul style="list-style-type: none"> • As the Technical Services Branch Manager, David Chesnut is responsible for the scope of work performed by CleanPack®, Logistics, and Customer Service personnel from Clean Harbors' Bartow and Boynton Beach, Florida branches; including: lab packs, remedial projects, routine waste management transportation and disposal, and household hazardous waste collections. Other duties consist of providing health and safety supervision and project oversight / management. • Prior to taking the reins as Branch Manager, Mr. Chesnut was the Branch Manager of Field Services for Cincinnati, Ohio. He would oversee the logistics/scheduling and daily operations of Clean Harbors' Field Service projects for Cincinnati, Ohio. His responsibilities included P&L's, supervising billing, organizing personnel and equipment, supervising all large-scale emergency response events, and ensuring the health and safety of his employees. • Previously, Mr. Chesnut was a Project Manager at Clean Harbors' Cincinnati Service Center. His duties included (but were not limited to) profiling wastes, managing invoice approvals and maintaining a high level of customer satisfaction. • Prior to joining Clean Harbors, David Chesnut Served 24 years in the United States Army. 				
f.	Environmental & Health and Safety Training:				
	<ul style="list-style-type: none"> • 40-Hour OSHA HAZWOPER • 8-Hour OSHA HAZWOPER Annual Refresher • Medical Surveillance Program Annual Respirator Fit Test • Annual RCRA Training • DOT Regulations for Hazardous Materials Employees • Federal Motor Carrier Clean Harbors' Policies and Procedures • Transportation Security Awareness Training • Lab Pack Unknown Material Handling • Healthcare Hazardous Waste Awareness • Regulated Substances Part 1 and Part 2 • IATA Dangerous Goods Shipping Training • Blood-borne Pathogens • Fatigue Management Training • Driver Slips, Trips and Falls • Hand Tool Safety • Household Hazardous Waste Collection Event Supervisor Training 				



Edward M. Gornik
PROFESSIONAL RESUME

a.	Name, Title & Local Company Address:			
	Edward Gornik Technical Services Project Manager Clean Harbors Environmental Services, Inc. 7001 Kilo Avenue Bartow, Florida, 33830 863.559.1620 gornik.edward@cleanharbors.com			
b.	Corporate Address:			
	Clean Harbors Environmental Services, Inc. 42 Longwater Drive Norwell, Massachusetts, 02061 www.cleanharbors.com			
c.	Years Experience – With This Firm:	13	With Other Firms:	5
d.	Education: Degree(s) / Specialization & Licenses / Registrations			
	B.S. General Sciences Biology B Class CDL Hazardous Materials Endorsement			
e.	Other Experience and Qualifications:			
	<ul style="list-style-type: none"> As a Technical Services Project manager, Ed Gornik is responsible for the coordination and execution of lab pack waste business within the Southeast region, including on-site visits, quote generation, profile creation and waste management. Other duties include serving as the Site Supervisor at HHW collection events, interfacing with HHW customers, and ensuring a consistent level of service and customer satisfaction. Mr. Gornik has acted as Project Manager for numerous household hazardous waste events, including Manatee County for the past 10 years. Mr. Gornik has serviced Manatee County in general for 12 years, in all facets of HHW work and is very well acquainted with many members of the County staff and has performed work at nearly all the remote locations such as Coquina Beach. Formerly, as a Senior Lead CleanPack Chemist, Mr. Gornik took an active role in training new chemists and technicians and leading on-site labpacks. Mr. Gornik is trained in hazardous materials spill response and has completed extensive high hazards training. Mr. Gornik also coordinated radioactive waste for the University of Alabama at Birmingham for 4+ years. 			
f.	Environmental & Health and Safety Training:			
	<ul style="list-style-type: none"> 40-Hour OSHA Training SCBA Training Hazardous Waste Management Training Current on all refreshers 			



a.	Name, Title & Local Company Address:			
	James Aragon CleanPack Chemist 7001 Kilo Avenue Bartow Florida 33830 863.209.1135 aragon.james@cleanharbors.com			
b.	Corporate Address:			
	Clean Harbors Environmental Services, Inc. 42 Longwater Drive Norwell, Massachusetts 02061 www.cleanharbors.com			
c.	Years Experience – With This Firm:	2	With Other Firms:	0
d.	Education: Degree(s) / Specialization & Licenses / Registrations			
	Manzanola High School – Completed and Graduated CLASS A Commercial Driver’s License with Tank, Air Brakes, and HazMat endorsements			
e.	Other Experience and Qualifications:			
	<p>CleanPack Chemists are responsible for the segregation of known wastes, testing and characterization of unknown wastes, and the packaging, labeling, and manifesting of all wastes.</p> <ul style="list-style-type: none"> • Responsible for the safe and compliant execution of large lab pack projects/jobs. • Adheres to and enforces field standard operating procedures and understands customer specific disposal options/special packaging requirements. • Executes project/jobs according to budget, conducting site safety meetings and managing projects/jobs according to site safety plans. • Ensures customer satisfaction by communicating customer needs and requests to the CleanPack Coordinator and conducts project/job scopes and on-site interaction with customers. • Accumulates and records accurate billing information to ensure proper billing to customer. • Transports hazardous materials/waste within the Department of Transportation (DOT) regulations and works with the DOT exemptions. • Prints required labels and labels drums and assures driver of an expedient pick-up. Properly loads and segregates for compatibility the waste materials on transport vehicle. • Ensures drum count is correct, matches paperwork and drum conditions are shippable in accordance to the policies and procedures of Clean Harbors Environmental Services, Inc. • Provides field-testing for material within drums relative to solids content and weight surcharging. • Performs other assignments as assigned by management. 			
f.	Environmental & Health and Safety Training:			
	<ul style="list-style-type: none"> • OSHA 40-Hour HAZWOPPER Training • 24-Hour RCRA Course • Current in all refresher courses • Certified Clean Pack Training 			



Michael Kahan
PROFESSIONAL RESUME

a.	Name, Title & Local Company Address:			
	Michael Kahan Technical Services Coordinator Clean Harbors Environmental Services, Inc. 7001 Kilo Avenue Bartow, Florida 33830 863.519.6353 kahanm@cleanharbors.com			
b.	Corporate Address:			
	Clean Harbors Environmental Services, Inc. 42 Longwater Drive Norwell, Massachusetts 02061 www.cleanharbors.com			
c.	Years Experience – With This Firm:	20	With Other Firms:	8
d.	Education: Degree(s) / Specialization & Licenses / Registrations			
	B.A. Communications and Management Curry College, Milton, Massachusetts			
e.	Other Experience and Qualifications:			
	<ul style="list-style-type: none"> As Technical Services Coordinator, Mr. Kahan is responsible for the daily management and supervision of Class A Drivers and for the maintenance of a fleet of ten vehicles for Clean Harbors' Bartow, Florida service center. He oversees the drivers, who provide drum and bulk pickups at customer sites. Mr. Kahan ensures that customer needs are met by managing all available resources, and is responsible for compliance and health and safety of all driver activities. He supervises the billing process, to ensure timely and accurate invoices, and assists the sales department in developing new business and maintaining existing business. As a former Facility Foreman for the Reidsville, North Carolina service center, Mr. Kahan managed the lab pack identification, pour off and consolidation processes. He oversaw sixteen employees at that location. Mr. Kahan also has prior experience as a Hazardous Material Sampling Technician and as Facility Foreman in Braintree, Massachusetts, where he oversaw three employees. 			
f.	Environmental & Health and Safety Training:			
	<ul style="list-style-type: none"> 40-Hour Hazwoper Hazwoper Refresher Forklift Training Loss Prevention & Control DOT Training Industrial Hygiene Training 			



a.	Name, Title & Local Company Address:			
	Emma Ogletree CleanPack Chemist 7001 Kilo Avenue Bartow, Florida 33830 954.558.0839 ogletree.emma@cleanharbors.com			
b.	Corporate Address:			
	Clean Harbors Environmental Services 42 Longwater Drive Norwell, Massachusetts 02061 www.cleanharbors.com			
c.	Years Experience – With This Firm:	1	With Other Firms:	0
d.	Education: Degree(s) / Specialization & Licenses / Registrations			
	Bachelors of Science in Chemistry, Armstrong State University Class B-CDL license with HAZMAT Endorsement			
e.	Other Experience and Qualifications:			
	<p>As a CleanPack Chemist, Ms. Ogletree is responsible for performing daily lab packs within customer facilities, household hazardous waste (HHW) collections, and lab moves. These tasks are accomplished by the proper utilization of DOT and EPA regulations to correctly package and manifest waste. She has participated in numerous HHW drives for Manatee, Broward, and Highlands Counties. In addition, she:</p> <ul style="list-style-type: none"> • Ensures customer satisfaction by communicating customer needs and requests to the CleanPack coordinator and conducts project /job scopes and on-site interaction with customers. • Transports hazardous materials/waste within the DOT regulations and works with the DOT exemptions. • Prints required labels, labels drums, and ensures driver of an expedient pick-up. Properly loads and segregates for compatibility the waste materials on transport vehicle. • Performs daily equipment inspections and equipment maintenance when needed. • Understands permit requirements. • Understands customer specific disposal restrictions/special packaging requirements. • Is responsible for the overall quality control of waste materials to be shipped. • Ensures the drum count is correct, matches paperwork and ensures drum conditions are shippable in accordance with Clean Harbors' policies and procedures. 			
f.	Environmental & Health and Safety Training:			
	<ul style="list-style-type: none"> • OSHA 40-Hour Hazwoper Training with 8-Hour Refreshers • Fork Lift Training • Knowledge and utilization of DOT, EPA, and RCRA Regulations • Loss Prevention and Control • Hazard Communication • Lock-out Tag-out • Blood borne Pathogens 			



Christopher M. Podracky
PROFESSIONAL RESUME

a.	Name, Title & Local Company Address:			
	Christopher Podracky, CHMM Sr. Lead CleanPack Chemist 7001 Kilo Avenue Bartow Florida 33830 863.533.6318 podracky.christopher@cleanharbors.com			
b.	Corporate Address:			
	Clean Harbors Environmental Services, Inc. 42 Longwater Drive Norwell, Massachusetts 02061 www.cleanharbors.com			
c.	Years Experience – With This Firm:	22	With Other Firms:	1
d.	Education: Degree(s) / Specialization & Licenses / Registrations			
	B.S. Environmental Science from Slippery Rock University, Slippery Rock, Pennsylvania Certified Hazardous Materials Manager of Masters Level from the Institute of Hazardous Materials Management			
e.	Other Experience and Qualifications:			
	<ul style="list-style-type: none"> As a Sr. Lead CleanPack Chemist, Christopher Podracky is responsible for the packaging and transportation of household and industrial chemicals following the Hazardous Materials, Substances and Wastes Compliance Guide including DOT, EPA, and OSHA Code of Federal Regulations. He ensures specific customer needs are obtained while following Clean Harbors' internal packing procedures, safety guidelines, and operating procedures. Mr. Podracky also assists in the oversight, development, and training of newly hired chemists and gives feedback to the CleanPack coordinator providing valuable information for employee reviews and ensuring qualification and goals are met for promotions. As a member of Clean Harbors' Reactive Team, he executes the remote opening, stabilization, testing and packing of peroxide forming materials, potential explosives, and contaminated chemicals. In addition, Mr. Podracky has supervised Household Hazardous Waste collection projects with up to sixty employees ensuring the operations were set up properly, a site safety plan and meeting were conducted, waste-related packing decisions were properly made, and transportation paperwork was filled out correctly. Mr. Podracky has been servicing Manatee County's hazardous waste needs since he started with the Company in 1996 (21 years!) Previously, Mr. Podracky worked with the Florida Department of Environmental Protection under the Abandoned Drum Contract and the Pesticide Collection Project for the Department of Agriculture. Prior to that, Mr. Podracky worked as an intern with Exide Battery Corporation in the environmental management team for the battery plant, lead smelter, plastic recycling plant, and wastewater treatment plant. 			
f.	Environmental & Health and Safety Training:			
	<ul style="list-style-type: none"> OSHA 40-Hour HAZWOPPER Training, 24-Hour RCRA Course, and completion of all annual refresher courses. 16-Hour Reactive Material Technician Training in accordance with 29 CFR 1910.120(e). Current in all refreshers. 			



Brooke M. Rabe
PROFESSIONAL RESUME

a.	Name, Title & Local Company Address:			
	Brooke Rabe CleanPack Chemist Clean Harbors Environmental Services 7001 Kilo Avenue Bartow, Florida 33830 863.271.0322 rabe.brooke@cleanharbors.com			
b.	Corporate Address:			
	Clean Harbors Environmental Services 42 Longwater Drive Norwell, Massachusetts 02061 www.cleanharbors.com			
c.	Years Experience – With This Firm:	11	With Other Firms:	1
d.	Education: Degree(s) / Specialization & Licenses / Registrations			
	Associate in Arts, Hillsborough Community College Bachelors of Science in Biology, University of South Florida Masters of Science in Environmental Management, University of Maryland University College Class B-CDL license with HAZMAT Endorsement			
e.	Other Experience and Qualifications:			
	<p>As a CleanPack Chemist, Ms. Bennett is responsible for performing daily lab packs within customer facilities, household hazardous waste (HHW) collections, and lab moves. These tasks are accomplished by the proper utilization of DOT and EPA regulations to correctly package and manifest waste. She has participated in numerous HHW drives for Manatee, Citrus, Volusia, Desoto, Highlands, Flagler, Levy, and Polk Counties. In addition, she:</p> <ul style="list-style-type: none"> • Ensures customer satisfaction by communicating customer needs and requests to the CleanPack coordinator and conducts project /job scopes and on-site interaction with customers. • Transports hazardous materials/waste within the DOT regulations and works with the DOT exemptions. • Prints required labels, labels drums, and ensures driver of an expedient pick-up. Properly loads and segregates for compatibility the waste materials on transport vehicle. • Performs daily equipment inspections and equipment maintenance when needed. • Understands permit requirements. • Understands customer specific disposal restrictions/special packaging requirements. • Is responsible for the overall quality control of waste materials to be shipped. • Ensures the drum count is correct, matches paperwork and ensures drum conditions are shippable in accordance with Clean Harbors' policies and procedures. <p>Ms. Bennett also performed Environmental Liability Assessments for the Navy.</p>			



Brooke M. Rabe
PROFESSIONAL RESUME

f.	Environmental & Health and Safety Training:
	<ul style="list-style-type: none">• OSHA 40-Hour Hazwoper Training with 8-Hour Refreshers• Fork Lift Training• Knowledge and utilization of DOT, EPA, and RCRA Regulations• Loss Prevention and Control• Hazard Communication• Lock-out Tag-out• Bloodborne Pathogens

D) AWARDS, BONDING, AND FIELDWORK CAPABILITIES**Recent Awards and Recognition**

- 2018

2/23

Clean Harbors a vital responder to Keystone Pipeline spill

When the prominent Keystone/TransCanada Pipeline ruptured on Nov. 17 in Marshall County, S.D., Clean Harbors was one of the first companies to respond – ultimately trucking more than 224 million pounds of contaminated soil north to its Sawyer Landfill.

Stretching more than 2,000 miles from Hardisty, Alberta, to Cushing, Okla., the line carries 590,000 barrels of crude oil to U.S. refineries daily. The 15 minute leak at 6 a.m. led to a spill of 5,000 barrels.

TransCanada tapped Clean Harbors for the cleanup job due to its ability to provide reliable and rapid removal of soil from the affected areas.

The waste projects groups, along with Account Manager Lee Monical and Sales Representative Mike Reeves quickly developed a disposal plan while Sawyer Landfill General Manager Bruce Bogenrief prepped to receive what he knew would be a massive amount of material.

The soil would need to be safely hauled 275 miles from the spill site across state lines to Ward County, N.D., for disposal with no interruptions.

"We knew it was going to require an incredible effort," said Jim Noles, vice president of waste projects. "The most challenging aspect was fulfilling the unique needs of the customer."

Landfill operations kicked into full gear with trucks cycling in from 7 a.m. to midnight – an average rate of 160 loads per day. TransCanada was aggressively excavating and moving contaminated soil to help mitigate the spill.

The team worked tirelessly through the brutal winter, where temperatures rarely rose above 10 degrees.

Morale could have plummeted with the thermometer on a particular Saturday when, in -35 degree weather with a -60 degree wind chill, light plants went down and bulldozers froze after an engine heater power loss. Instead, a service truck was driven into the landfill cell to jump start the equipment, the lights were dragged into the shop to thaw out and the team persisted.

Three months later, Sawyer Landfill is still taking in pipeline contamination.

"I'm very proud of our Sawyer team. The level of effort sacrifice and commitment required to keep this project moving and fulfilling the needs of the customer is hard to express. Suffice it to say, it has been remarkable," Bogenrief said. "We had Maria Norbury (facility administrator) receiving incoming loads. We had a receiving coordinator leave halfway through the project. Maria stepped up, re-trained me and Don Hamel on WIN entry to keep up with the load entry."

Also lauded for their extraordinary efforts were Hamel for running the landfill and helping receive loads; equipment operators Roger Balk, Frank Fitzgerald, Kevan Syverson and Max Rosin for the safe direction of drivers, and Lead Customer Services Representative Jennifer Terry for working nights and weekends printing 5,000 manifests. Remediation Branch Manager Paul Bekish loaned two of his equipment operators – Tom Zinski and Anthony "Tiger" Phillips from Dallas and Baton Rouge, respectively – to bolster the stretched-thin Sawyer crew.

"Clearly a safety focus was a huge part of the Sawyer operation – finishing with no OSHA incidents, injuries or exposure," said Noles. "Everyone did an outstanding job that kept pace with the customer's needs. We delivered exceptional performance."

- **2018**

- **04/09**

- **Mudslide clean-up**

For five days in April, Clean Harbors, with Santa Barbara County, Calif., officials, offered free household hazardous waste curbside pickup for residents affected by a Jan. 9 mudslide that caused extensive property damage in the area and lead to more than 10,000 pounds of collected waste.

SANTA BARBARA, Calif. - The County of Santa Barbara is offering to pick up hazardous household waste from properties damaged and destroyed by the mudslide on January 9 for free during the week April 16-20.

The one-week event is provided by the County through a contract with Clean Harbors. The County says this service is offered to homes and other structures that sustained major damage or were destroyed. This event is not intended for properties that were affected by mud and debris but sustained no structural damage, or for structures with only minor damage.

"The April 16-20 curbside pickup offers an opportunity to dispose of this material in a safe and efficient manner," said the County of Santa Barbara.

Eligible properties can be identified on the [County's interactive map](#). Eligible properties are identified by red and yellow icons on the interactive map.

Residents affected by the mudslide and are eligible are instructed to put their hazardous waste in cardboard boxes or other similar containers (less than 5 gallons) visibly on the curb but do not block the street or driveway access to the property. Residents should not put our items for pick up before April 16.

Read more:

"Curbside pickup offered to residents affected by January mudslide" – ABC KEYT-TV

<http://www.keyt.com/news/santa-barbara-s-county/curbside-pickup-offered-to-residents-affected-by-january-mudslide/727289838>

"County to Collect Unsafe Waste From Homes Hard-Hit by Debris" – Noozhawk

Flowhttps://www.noozhawk.com/article/county_to_collect_unsafe_waste_from_homes_hard_hit_by_debris_flow

"Hazardous Household Waste Curbside Pick-Up" – Edhat Santa Barbara <https://www.edhat.com/news/hazardous-household-waste-curbside-pick-up>

OSHA calls Clean Harbors Start-Safe/Stay-Safe program a 'shining example'

- 2017

- 11/22

In an industry teeming with safety initiatives, Clean Harbors' Start-Safe/Stay-Safe program may become a new high bar.

During a Voluntary Protection Program (VPP) recertification at Clean Harbors' Spring Grove facility near Cincinnati, a representative from the Occupational Safety and Health Administration (OSHA) asked Clean Harbors to present its 'Start-Safe/Stay-Safe' Program at their National Conference.

The VPP is an OSHA initiative directed toward preventing workplace injury and illness through hazard prevention, training, workplace analysis and cooperation between management and workers. The program offers two levels of certification: the lower tier "Merit", and the highest honor, "Star." Clean Harbors has six VPP Star certified sites. Spring Grove earned Star status in 2007 and passed the most recent audit – recertifying facility for five more years.

'Start-Safe', the first part of Clean Harbors' program aims to instill a safety culture consisting of daily online training modules, peer to peer relationships and a field journal. While the second installment, 'Stay-Safe', is a continuous component, delivered on a monthly basis through video portrayal, real-life safety scenarios and communication training.

OSHA was uniquely impressed by Clean Harbors' continuous safety education efforts. While many safety programs begin and end during an employee's onboarding process, this initiative is built to stay with the employee throughout their career with the company.

"The company's commitment to promote communications for overall safety and health has excelled greatly," OSHA representative Julie Weis said. "The influx of new initiatives assures that the workforce remains engaged, informed, educated and empowered. One of these initiatives is the Start-Safe program. Emphasis is focused on assuring that newer employees are trained and aware of potential hazards and has progressed to now include Stay-Safe that encompasses all employees. These types of innovative programs show continuous improvement in the VPP program, are shining examples, and are best practices for other companies to consider at their facilities."

In the environmental services industry, a continued effort to promote safety is crucial because of the nature of work that is endured by field service employees and technicians.

"It's a safety/cultural program where it gets the employee involved with the manager. And it's taking a combination of training and employee involvement activities and improving states of communication and feedback," said Start-Safe Program Director Greg Sebastian. "It takes all of those aspects and rolls it into one package and that's where we think we've hit the next level in terms of safety training."

The continuous improvement of such programs and the ongoing Stay-Safe initiative shows not only a constant progression but also the ability to impact an entire industry.

"To have an OSHA representative saying that the facility is not only one of the best in the country, but the program itself is something that she feels should be implemented in some way shape or form at other VPP sites," said Regional Health and Safety Manager Floyd Williams, "It's pretty extraordinary."

Year Achieved	Award/Recognition	Description
2017	Gold Medal for Safety Performance by Houston Safety Excellence Awards	May 19, 2017 The InSite team stationed at Shell Oil's Deer Park, TX Facility was awarded the Gold Medal for Safety Performance from among more than 200 nominees presented to the Houston Business Roundtable. Shell, as owner/client, nominated the Clean Harbors on-site crew. H&S Regional Manager is Sean Benoit.
2016	Engineering New-Record (ENR) Magazine Slotted Clean Harbors to the fifth rank in its annual "Top 200 Environmental Firms" List	August 2016-In addition to the full rankings, Clean Harbors placed top 20 in a number of subcategories, including No. 1 hazardous waste firm; No 1 firm for private clients; No. 4 construction management/project management firm; No 5 firm working outside of the United States; No 9 environmental management firm and No. 17 wastewater treatment firm.
2016	Recognition by the Interior Lighting Campaign Department of Energy State Program	Clean Harbors and Sustainable Technologies were presented the 2016 award for "Highest Percentage of Annual Savings" for Troffer Lighting Retrofits-Medium Project (Facility: San Jose Hub) at the Building Owners and Management Association (BOMA) International Conference In June of 2016 in Washington D.C.
2016	Best in Class recognition to the Orange County HHW InSite Program (California)	Just the 3 rd InSite program recipient in the US to achieve this status. The teams work full time at four permanent Orange County HHW waste collection locations and will set the

		<p>benchmark for other locations.</p> <p>Juan Guerra, Program Manager, District Manager Frank Doerfler, Operations Manager, Scott Douglas and Project Manager, Dale Driggers of the San Diego Office.</p> <p>InSite Supervisors:</p> <p>Eric Berlandier (Anaheim site)</p> <p>Glenda Garbott (Huntington Beach)</p> <p>Jerry Hardy & Arlen Gregg (San Juan Capistrano site)</p> <p>Jorge Moreno (Irvine site) and InSite Administrator Blanca Soto.</p> <p>Jack Iaruso, VP InSite Services</p> <p>The Connection 7/21/16</p>
2016	<p>The Arkansas Department Of Labor and Area Director of OSHA area office in Little Rock, Ark.</p> <p>Recognition of Safety Streak</p>	<p>El Dorado Facility - 1 million Man Hours without Lost Time Accident; from Oct 5, 2014 through 2/6/16.</p> <p>Star Level – VPP for 5th consecutive year</p>
2016	<p>Lockheed Martin –</p> <p>Completion of the 1st Aegis Ashore Operational System</p> <p>Recognition for excellent service, work culture and ethics.</p>	<p>Decontamination of U.S. Military base in Deveselu, Romania.</p> <p>Feb. 2015 thru Feb 2016 (10 employees); Industrial cleaning to new missile defense base.</p>
2016	<p>Certification by the Labor Department</p> <p>OSHA-VPP Star Level Classification</p>	<p>El Dorado Incineration Facility, Arkansas. Fifth straight year of Star Level achievement; 300+ employees. (February 2016)</p>
2016	<p>Clean Harbors Reidsville Branch</p> <p>Technical Services (50 Persons)</p>	<p>North Carolina Dept. of Labor’s Safety & Health Achievement Recognition Program (SHARP) Jan. 15, 2016 An OSHA Cooperative Program</p>
2015	<p>Best In Class</p>	<p>Just the 2nd U.S. recipient ever to achieve this status. CH’s program</p>

	<p>Recognition City of Los Angeles City HHW-InSite Program April 2015</p>	<p>consists of dedicated InSite personnel working at 7 permanent locations operating 5 days a week. The sites generate \$4million in annual revenue and process approximately 4.3 million pounds of waste each year. Program Manager Teresa Bogna, Ops Manager, Scott Douglas and HHW Manger, Jacinto Benitez (The Connection – Nov)</p>
2015	<p>Baton Rouge, LA- IS Branch Recognition from Raytheon: Radar Decommission Program 5 years and 81 sites without a single safety incident</p>	<p>Raymond Gaude & Bob Swenson (accepted for Clean Harbors) for Exemplary Dedication & Expertise in Technical Scheduling Requirements, site preparation and waste material transport for the Common Air Route Surveillance Radar (CARSR) Program</p>

Bonding

We are required to provide substantial amounts of financial assurance to governmental agencies for closure and post-closure care of our licensed hazardous waste treatment facilities should those facilities cease operation, and we are also occasionally required to post surety, bid and performance bonds in connection with certain projects. As of December 31, 2017, our total estimated closure and post-closure costs requiring financial assurance by regulators were \$455.4 million for our U.S. facilities and \$39.4 million for our Canadian facilities. We have obtained all of the required financial assurance for our facilities through a combination of surety bonds, funded trusts, letters of credit and insurance from a qualified insurance company. The financial assurance related to closure and post-closure obligations of our U.S. facilities will renew in 2017. Our Canadian facilities utilize surety bonds, which renew at various dates throughout 2017, as well as letters of credit.

Our ability to continue operating our facilities and conducting our other operations would be adversely affected if we became unable to obtain sufficient insurance, surety bonds, letters of credit and other forms of financial assurance at reasonable cost to meet our regulatory and other business requirements. The availability of insurance, surety bonds, letters of credit and other forms of financial assurance is affected by our insurers', sureties' and lenders' assessment of our risk and by other factors outside of our control such as general conditions in the insurance and credit markets.

CITY OF COCONUT CREEK

RFP No. 06-06-18-11
HHW Collection and Disposal Services
June 6, 2018



January 3, 2018

Lou Pransky
Clean Harbors Environmental Services
42 Longwater Drive
Norwell, MA 02061

Dear Lou:

The bonding rate for Clean Harbors Environmental Services, Inc., for all bonds written through Westchester Fire Insurance Company and Berkley Insurance Company is .55% with the exception of California. Westchester Fire provides a 5% premium discount for bonds written in California. Please note, Canada does have a minimum premium of \$350 and USA of \$100.

Lexon Insurance Company and Bond Safeguard Insurance Company are the exception to this rate. Bonds written through these markets have a \$150 minimum premium and 1% rate for all bonds outside of California. In California their bond rates vary based on classification/risk and range between 1.5% and 2.5%

We are using Berkley and Westchester for all new bonds. Lexon and Bond Safeguard bonds were written years ago and have stayed in place since inception.

Best Regards,

A handwritten signature in black ink, appearing to read 'Heidi Rodzen'.

Heidi Rodzen
Surety Account Executive

485 Main Street / PO Box 481 / Lewiston, Maine 04243-0481 / office: 207.753.7300 fax: 207.753.7310 / www.ssurety.com

CITY OF COCONUT CREEK

RFP No. 06-06-18-11
HHW Collection and Disposal Services
June 6, 2018

November 1, 2017

Louis Pransky
Clean Harbors Environmental Services, Inc.
42 Longwater Drive
Norwell, MA 02061

Re: A.M. Best Carrier Rating

Dear Mr. Pransky:

This letter is to confirm that the policies shown below have been placed by Willis with carriers rated A (Excellent), or A+ & A++ (Superior). These ratings are assigned to companies which have, on balance, superior balance sheet strength, operating performance and business profile when compared to the standards established by the A.M. Best Company.

Policy Description	Issuing Company	Rating	Outlook
Motor Truck Cargo	ACE American Insurance Co.	A++ (Superior)	Stable
Business Auto	ACE American Insurance Co.	A++ (Superior)	Stable
Workers Compensation (AZ, CA, MA)	ACE American Insurance Co.	A++ (Superior)	Stable
General Liability	ACE American Insurance Co.	A++ (Superior)	Stable
Contractors Pollution	ACE American Insurance Co.	A (Excellent)	Stable
Lead Umbrella	ACE Property & Casualty Insurance Company	A+ (Superior)	Stable
Environmental Impairment Liability	Indian Harbor Insurance Co	A (Excellent)	Stable

The A.M. Best Financial Strength Rating addresses the ability an insurer to meet its ongoing insurance obligations to the policyholders. However, please keep in mind; the Financial Strength Ratings are not assigned to specific insurance policies or contracts and do not address any other risk, including, but not limited to, an insurers ability to meet non-policy (i.e. debt) obligations. The ratings are not a guaranty of an insurer's financial strength or security.

Please contact us with any questions.

Regards,



Leighton Thomas
Willis Towers Watson

Fieldwork Capabilities

Please review the Company Services Fact Sheet which has been placed in Section 1 (b).

SECTION 2. RESOURCES AND AVAILABILITY**A) MANAGEMENT, STAFFING, AND SAFETY****Management**

While Clean Harbor offers a wide range of comprehensive hazardous waste management services through a variety of facility types and technologies, we are, first and foremost, a service company. Our reputation as an industry leader rests on providing safe, environmentally responsible solutions to our customers. The people behind those solutions are the most vital asset of all. Clean Harbors' recruiting and hiring processes assure that only the top candidates are hired as employees.

We select promising professionals from numerous disciplines to join our skilled team. Clean Harbors maintains an exceptionally qualified and experienced staff and our management team has been carefully selected to achieve the most effective blend of disciplines, such as hazardous waste technology and science, environmental law and regulations, safety and industrial hygiene, transportation and environmental protection. We believe this superior quality of our people is a key factor to the excellent level of service we provide.

Staffing Configuration

Clean Harbors has been providing HHW services for the Southeast Florida Governmental Purchasing Cooperative Group since 2014; and based on that experience, anticipates utilizing 20-22 personnel (Chemists and Technicians) per event. However, for late summer events when the temperature and humidity are extreme, extra personnel may be required for health and safety purposes so workers can alternate for periods of rest and cool-down.

Safety***Safety is Our No. 1 Commitment and Our Passion.***

SafetyFirst! Clean Harbors' comprehensive and industry leading safety and health program, is employee driven with a firm management commitment to meet industrial safety standards for service providers.

All of Clean Harbors' safety practices extend throughout its operations so their customers can minimize exposure to on-site risks. The company strives for continuous improvement in health and safety through a vigilant, self-auditing process. Additionally, the company's programs are continually monitored by a team of safety professionals and updated routinely to maintain approved status by ISNetworld, PICS and other customer-utilized safety databases for contractor approval.

Safety Management Systems

Clean Harbors strives to be on the cutting edge of safety management. We have benefited greatly from steadily declining accident trends, but recognize there are significant opportunities for further program development. We are using a continuous improvement approach to our safety management programs, and as such, many programs and initiatives are in various stages of implementation or development at any point in time. Some of the established programs include: site safety inspections and audits; near miss reporting and investigations; root cause analysis of accidents and near misses; monthly H&S performance reporting to senior management; regular reviews and discussions with operations management regarding our H&S performance; and our involvement with OSHA's Voluntary Protection Program ("VPP"); of which we have 6 certified locations.

Clean Harbors has developed and implemented many safety management standards that helped us to achieve our current level of safety competency. Some of these include: joint labor/management continuous improvement teams (i.e., safety Committees); incident investigations and follow-up; labor/management standards and procedures development committees; technical health and safety programs; pro-active safety plan development (i.e., Site Specific Health and Safety Plans (SSHSP), Operations Safety Evaluations, Job Hazard Analyses, Job Safety Briefings, etc.); site compliance inspections and audits; formal accident reporting; health and safety management goal development and tracking.

Clean Harbors has also developed many innovative safety management programs designed to maintain and further improve our existing safety performance and minimize risks. Some of these are described in detail below.

Risk Minimization Programs

Clean Harbors believes that our customers derive significant benefit from a contractor who minimizes operational risks. To this end, Clean Harbors has developed a comprehensive risk minimization safety program. In addition to standard industrial hygiene and safety management programs required by government regulations, Clean Harbors has developed many unique and innovative programs designed to enhance the safety and effectiveness of our operations. These programs will minimize risk and liability while assuring the efficiency and effectiveness of our operations. One such program is our Physical Hazard Data Sheets. These documents are essentially Safety Data Sheets for physical hazards. This program is one component of our total safety management system.

Our Health and Safety Policies and Standards Manual is another example of an innovative safety program developed by Clean Harbors. Clean Harbors develops a SSHSP for each project we perform, and the complexity of the plan is based on the risks, hazards and scope of work. Where appropriate, these plans are further refined into Safe Work Practices and Procedures which detail exposure prevention methodology and accident avoidance techniques for the safe completion of a project involving a particular compound or hazard. Although these particular programs may not apply to your project, they will demonstrate the level of our knowledge, capability, concern and commitment for managing and minimizing your risks.

Clean Harbors expends considerable energy and resources to minimize your costs while facilitating the timely and safe completion of your project. Since our safety standards are standardized across the company, a minimum effort is required to tailor a plan that fits the characteristics and limitations of your project. You derive the benefit of having a comprehensive plan that manages site-specific safety and health issues at minimum time and expense.

Health and Safety Program Organization

The Clean Harbors Health and Safety Program is administered by the Sr. Vice President of Health, Safety and Transportation Compliance, who has overall responsibility for the implementation and enforcement of Clean Harbors' Health and Safety Policies, Standards, and Site Specific Health and Safety Plans. Our safety professionals review and approve site-specific health and safety plans, as well as any revisions that may become necessary due to changes in site conditions or operations.

Field Health and Safety Managers, who report to a specific Vice President or Director of Health and Safety, periodically audit job sites to evaluate compliance with the elements prescribed in the SSHSP, and to ensure that Clean Harbors' Health and Safety Policies and related procedures are followed.

As part of Clean Harbors' commitment to developing and maintaining safety awareness on all sites, daily safety meetings are held prior to the commencement of work. Meetings are conducted to discuss specific safety issues, including but not limited to, the identification of work zones and applicable restrictions, personal protective equipment, and notification of known and potential site hazards. Applicable physical hazard data sheets, policies and procedures, and accompanying safe work practices are also reviewed.

Health and Safety Employee Training

All Clean Harbors' employees receive rigorous training in the most sophisticated and advanced techniques for handling hazardous materials. Our training department utilizes in-house environmental training centers. Training centers are fully equipped to accommodate all necessary hazardous waste practical exercises, including training stations for staging mock chemical spills, tank/trailer confined space entry practice, and a maze to simulate the hazards encountered while using a self-contained breathing apparatus. The program is designed to promote safe work practices under emergency response or hazardous environmental conditions.

Clean Harbors primarily utilizes in-house experts to conduct our training programs. Clean Harbors' technical experts who have extensive experience, education, and/or technical certification in the field of hazardous waste management supervise each program.

The Clean Harbors technical training facility includes a 20,000 square-foot facility where practical demonstrations are staged and includes: a 2,000-gallon tank for confined space entry, exit and extractions; an SCBA demonstration maze; respirator fit testing rooms; leak and spill response equipment; and decontamination line demonstration.

Our training curriculum begins with a five day, 40 hour Hazardous Waste Management training program that certifies our employees in accordance with OSHA Final Rule 29 CFR Part 1910.120 (e) (3). Supervisors and foremen receive additional training, the emphasis of which is supervisory responsibilities and skills in handling hazardous materials. Additional courses include the 24 hour Emergency Response Activities program in accordance with OSHA Final Rule 29 CFR Part 1910.120 (q) (6); Confined Space Entry Rescue in accordance with OSHA Final Rule 29 CFR Part 1910.146 and DOT/HM-181 in accordance with DOT training requirements in 49 CFR 172.704 (a) (1) and (2). Employees participate in at least 12 hours of annual refresher training and site-specific training prior to each job.

Annual Refresher Modules

Beginning in 2001, Clean Harbors began utilizing a monthly modular training schedule to meet the annual refresher-training requirement. The refresher topics are taught on a monthly basis and include the following:

- Regulated Substances (benzene, formaldehyde, vinyl chloride, lead, cadmium, arsenic,
- Lock Out/Tag Out
- Lifting Safety

methylene chloride, acrylonitrile, and asbestos)	- Drum handling
- Fire Safety	- Heat Stress
- Bloodborne pathogens	- Medical Surveillance
- Hazard communication and toxicology	- Respiratory protection
- Personal protective equipment	- Decontamination
- Cold Stress	- Air Monitoring
- Fall Protection/walking and working surfaces	- Winter Driving
- Hearing Protection	- Electrical Safety
- Road Safety	

In addition, all Clean Harbors' lab pack chemists are college educated and complete a 40-hour laboratory waste packaging course. This course concentrates on chemical segregation, packaging and transportation of both industrial and household waste in compliance with local, State and Federal regulations.

The following is a brief description of the course curriculum:

- Basic chemistry principles and chemical hazards
- EPA designated waste codes
- Selecting the proper waste code and chemical category for a variety of hazardous wastes
- Department of Transportation's Drivers' Guide to Hazardous Materials which discusses how to select the proper shipping name, chemicals forbidden to transport and materials that must be shipped by themselves
- Completion of uniform hazardous waste manifest and disposal restriction notifications forms, bills of lading, asbestos shipping documents,
- TSCA manifests, scintillation fluid forms and waste profiles
- Proper use of personal protective equipment
- Procedures to be utilized when sampling drums, testing unknowns and evaluating cylinders
- Reactive handling and packaging procedures

Medical Surveillance/Medical Monitoring

Clean Harbors' employees whose work entails potential exposure to hazardous materials or environments participate in a comprehensive Medical Surveillance Program (MSP). For all work involving hazardous operations, each Clean Harbors employee must complete a medical screening and surveillance examination before being assigned to a customer site. This information is used to establish the present medical status of the individual and involves numerous diagnostic tests.

During the physical examination, special attention is given to the individual's ability to wear negative pressure air purifying respirators and self-contained breathing apparatus (SCBA) under working conditions.

In addition to pre-placement physicals, periodic physicals are performed. Additionally, exams are given at termination, re-assignment, and as soon as possible following notification by an employee that he or she has developed signs or symptoms indicating possible over exposure to hazardous substances or health hazards, that he or she has been injured, that he or she has been exposed above the permissible exposure limit, or exposed above the published exposure levels in an emergency situation.

The purposes of the MSP is to:

- 1) Determine if employees are capable of performing CHES operations without adverse effects to the employee. This is accomplished through the pre-employment physical.
- 2) Assure the continued health of our employees and effectiveness of the prevention programs. This is addressed through periodic physicals and evaluations after an exposure incident.
- 3) Document the health status of employees who are no longer exposed to hazardous waste operations through reassignment or termination. This occurs as a result of our termination physical.

Employee Coverage

All newly hired or existing employees whose jobs result in the following are included in the MSP:

- Work in potentially hazardous environments--i.e., hazardous waste sites, confined spaces, toxic material handling, etc.
- Potential exposure to toxic material.
- Use of respiratory protection.
- Injured due to potential over-exposure.

Please note that the Clean Harbors' medical consultant will determine actual exam contents.

Examination Frequency

CHES will provide exams to employees on the following schedule:

- Pre-Employment (Prior to hire or reassignment to a job covered under Scope/Employee Coverage.)
- Annual (At least once every twelve (12) months for Site Services and Clean Pack employees.)
- Biennial (At least every two years for facility-based employees.)
- Termination or Reassignment (If an employee is reassigned to a position where the employee no longer satisfies the set criteria, i.e., would no longer be covered by the MSP, a re-exam is not

necessary if the employee has had a medical exam within six (6) months of his/her transfer date and the employee has not experienced an "incident". Terminated (voluntary and non-voluntary) employees must be offered exit physicals. However, an employee has the right to decline this physical. If they should choose this option, the employee must complete the attached Exit Physical Waiver. The original copy of the signed Waiver should be sent to Human Resources. A copy of the form should be retained in the location's personnel file.)

- Incident (Employees will be provided with a medical exam to determine the extent of exposure, injury, etc., and an exam will be required in the following situations: as soon as possible following notification by an employee that the employee has developed signs or symptoms indicating possible over-exposure to hazardous substance or health hazard, the employee has been injured or exposed above the permissible exposure limit or published exposure levels in an emergency situation, or when exposure occurs in an emergency situation and employees were not utilizing appropriate personal protective equipment.)

Emergency Procedures

Due to the uncertain nature of emergency response hazardous waste site operations, Clean Harbors has developed procedures to pre-plan for potential mishaps. As part of the Site Specific Health and Safety Plan, specific contingency information is developed. The information includes, but is not limited to, the names and phone numbers of key personnel, local emergency medical services, police, fire and hospital, directions to the nearest hospital capable of treating potentially injured personnel, proposed emergency response actions and necessary personal protective equipment, and a spill containment program.

Prior to commencing any on-site operations, the Project Manager, in cooperation with the Health and Safety Manager, advises all on-site personnel of potential emergency situations. Evacuation and rescue plans, assignment of emergency response duties, and the placement of emergency response and rescue equipment will be decided before any on-site activities begin. Pre-planning for an emergency includes the use of a "buddy system" and pre-arranged hand signals to convey emergency information in the event of failure of two-way radio or other communication systems. Inspections of tanks, drums, equipment and tubing used by Clean Harbors are performed daily to look for signs of corrosion or leaks. In the event of a release of a hazardous substance or hazardous waste, or in the event of fire or explosion at the site, the Project Manager will determine if an emergency situation exists. The Project Manager will conduct an assessment to determine the character and extent of the release and will assess the possible hazards to human health and the environment. If human health or the environment is threatened, or reportable quantities of hazardous materials have been spilled, the appropriate state and federal officials will be notified.

Decontamination Procedures

Clean Harbors utilizes a three-zone approach to control the movement of personnel and equipment onto a site. The zones consist of the exclusion zone, contamination reduction zone, and support zone. The purpose of implementing the work zones is to prevent the possible exposure of unprotected site personnel to hazardous materials and to prevent removal or migration of contaminants from the site. Decontamination procedures in conjunction with the establishment of work zones improve our ability to prevent the migration of contaminants from the site.

Decontamination procedures will be outlined in the Site Specific Health and Safety Plan. The extent of the procedures will depend on several factors including the type of contaminant, the amount of contamination, levels of protection utilized, and the type of protective equipment worn. The more harmful the contaminant, the more extensive and thorough the decontamination procedures will be. Equipment and personnel are decontaminated in combination with the sequential doffing of protective equipment.

The combination of the aforementioned programs, along with the Compliance and Health & Safety Staff professionals at Clean Harbors, provides a mechanism to respond to the various issues which face Clean Harbors, and in turn our customers and vendors.

We are constantly looking for ways to improve our programs and systems with “zero incidents” being the ultimate goal. We work with, and learn from, the customers and vendors we interact with every day. This desire to improve, combined with an openness to share programs and ideas with customers and vendors, provides all stakeholders a better chance of being safe and compliant.

Historic Safety Performance and Industry Comparison

Clean Harbors takes pride in the success of our accident prevention activities and the fact that our safety performance far exceeds others in the hazardous waste industry. Although we are proud of this accomplishment, we continue to strive for zero accidents. Accident rates are meaningless unless a suitable reference is used for comparison.

There is an inherent level of risk, and a corresponding accident rate, associated with each industrial category. This information is reflected by accident rates compiled annually by the Bureau of Labor Statistics (BLS). Comparing accident rates from an environmental service provider to, say, your industry will not provide an accurate assessment. However, comparing Clean Harbors’ accident rates to our industry provides a relative snapshot of our effectiveness in controlling the inherent risks of our operations.

Figure 1 below (derived from BLS), shows our TRIR and DART rates to be significantly lower than industries and activities conducting similar work. We ask that you take this information into consideration comparison purposes.

Local managers and key executives assess our accident statistics and H&S performance on a regular basis in order to ascertain where our health and safety requirements are either being met, or where they may need improvement. For example, incident reports are issued monthly to all key management personnel. This report includes the H&S performance of each location and operation. This same information is available on our internal company website for all employees to access and review. Also, periodic operating committee meetings are held within each Line of Business where key managers in the company review and discuss this information, the information pertaining to the specific accidents and injuries that have occurred within their respective area(s) of responsibility, along with their safety goals.

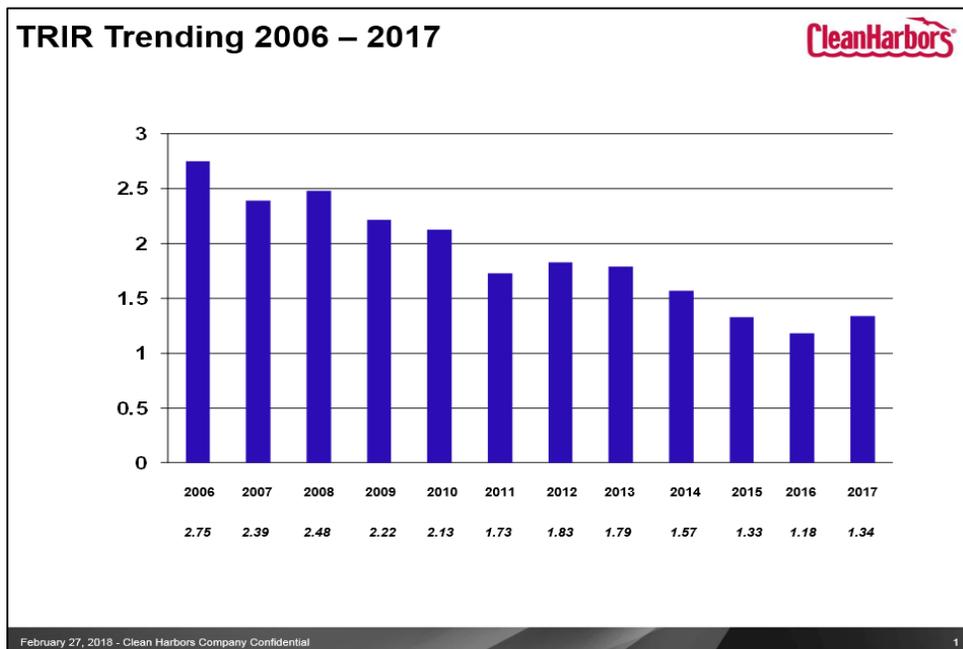
In addition, the company has an executive safety committee that is chaired by the CEO. This is part of the company’s overall safety initiative referred to as “Safety Starts With Me; Live it 3-6-5.”

5-Year Safety Record

Clean Harbors Environmental Services, Inc.

OSHA Total Recordable Incident Rate (TRIR)
Days Away, Restricted Activity, and Job Transfer (DART)
Lost Workday Incident Rate (LWIR)

Year	Total Annual Man hours	TRIR	DART	LWIR
2017	15,461,889	1.18	0.65	0.44
2016	14,431,993	1.12	0.60	0.36
2015	14,564,758	1.70	0.87	0.51
2014	8,918,629	1.44	0.99	0.45
2013	8,934,343	1.34	0.65	0.47



Experience Modification Rating (EMR)

Year (Nov 1 to Oct 31)	All States (Interstate) EMR	New Jersey Intrastate	Pennsylvania Intrastate	Michigan Intrastate	California Intrastate
2017-2018	0.58	0.401	0.768	0.76	0.66
2016-2017	0.64	0.401	0.792	0.89	0.77
2015-2016	0.67	0.529	0.720	0.88	0.97
2014 - 2015	0.58	0.587	0.737	0.84	1.01
2013 - 2014	0.60	0.461	0.783	0.97	1.08

Accident Recording

Clean Harbors' aggressive efforts to accurately and honestly record injuries demonstrate our commitment to a continuous improvement approach to H&S. There might be a perceived benefit to forego strict interpretation of OSHA's record keeping requirements, i.e., if injuries and illnesses are not accurately recorded, accident rates will appear erroneously low. Clean Harbors believes this is certainly not in your, or our, best interest. Therefore, we expend significant effort to assure that accidents are accurately recorded.

CHES has implemented a Health and Safety Incident Management System ("IMS") which greatly improves the record-keeping aspect of the CHES program. This system is integrated with other CHES systems and provides greater efficiencies and quality of reporting, along with a better management of all incidents. This information is also used during the monthly review of incidents with our managers to ensure the identified corrective actions are completed.

Clean Harbors believes our adherence to OSHA's record keeping guidelines is second to none. For example, we use various sources for guidance in our accident recording decision-making. There is the Record-keeping Guidelines for Occupational Injuries and Illnesses; the Official OSHA Record-keeping Interpretations from OSHA; and the Digest of Official Interpretations of the Bureau of Labor Statistics Record-keeping Guidelines for Occupational Injuries and Illnesses. We also regularly contact OSHA and the Bureau of Labor Statistics for additional guidance, as needed.

To assure we are judged fairly, we would appreciate if you note the care and diligence we exercise in recording injuries and illnesses and that industry-specific rates are needed for an accurate comparison.

Internal Audits

Clean Harbors has taken additional steps to ensure that our operations are conducted with strict adherence to company guidelines and OSHA regulations. Clean Harbors utilizes an internal auditing process to review our various operations with respect to health and safety procedures, record-keeping, training, regulatory requirements, and numerous other areas of concern. In addition to this, we employ a group of highly skilled Industrial Hygiene professionals that audit our operations and provide the appropriate guidance to ensure safe and healthy operations.

The comprehensive internal audits result in a Corrective Action Plan. The items included in the CAP are monitored until completion. The follow-up involved in these plans is an extremely important component of our continuous improvement approach to H&S.

Site Health and Safety Plans

A Site Health and Safety Plan will be completed for each event to establish policies and procedures for protecting the health and safety of Clean Harbors employees as well as City employees/volunteers and the public during operations associated with the HHW activities. Remember the HHW participant who brought in a lab-grade bottle of dry picric acid which, when dry, is potentially explosive? Due to the unpredictable and hazardous nature of these operations, it is impossible to identify, evaluate, and control all possible hazards. However, strict adherence to this plan will reduce, but not necessarily eliminate, the potential for injury.

Voluntary Protection Program

Approval into the Voluntary Protection Program (VPP) is OSHA's official recognition of the outstanding efforts by employers and employees who have achieved exemplary occupational safety and health. Clean Harbors has excelled in its pursuit of VPP status at its waste processing facilities.



VPP promotes worksite-based safety and health. In this program, management, labor and OSHA establish cooperative relationships at workplaces that have implemented a comprehensive safety and health management system.

Clean Harbors is committed to safety and health. For more than ten years, Clean Harbors waste processing facilities have been participating in the OSHA Voluntary Protection Program. Clean Harbors currently has six hazardous waste management facilities admitted into the VPP Star program, and additional sites are in various stages of the VPP process.

Clean Harbors Current VPP Status**Clean Harbors VPP Star Sites**

- Baltimore, MD
- Cincinnati (Spring Grove), OH
- Kimball, NE
- El Dorado, AR
- Lone Mountain, OK
- Reidsville, NC

Clean Harbors Sites with Active VPP Projects

- Bartow, FL
- Braintree, MA
- Buttonwillow, CA
- Chattanooga, TN
- Chicago, IL, Solvent Recycling Facility
- Deer Park, TX
- North Carolina Technical Services

B) EQUIPMENT AND SERVICES

Clean Harbors will provide all supplies, materials, and equipment necessary for the safe and legal unloading, segregating, packaging, transport and disposal of the wastes received through the operation of the collection events.

EQUIPMENT

Pallet Jack
Drum Dolly
Drum Sling
Drum Grabber
Sorting Tables
Work / Lab Pack Tables
Chairs
Traffic Delineators, Barricades, Cones, & Signs
Bulking Funnels, Screens, and Trees
Drum Grounding Device
Fingerprint Identification Kit
Brooms and Dust Pans
Flat Shovels
Mop and Bucket
Duct Tape
Poly Sheeting / Visqueen (6 mil or thicker)
Stretch Wrap
Secondary Containment Pallets
Spill Kits (includes neutralization supplies)
Absorbents (granular, booms, mats, etc.)
Box Truck (dedicated to the Facility)

REFERENCE MATERIALS

*Hazardous Materials, Substances and Waste
Compliance Guide*
Merck Index
Hawley's Condensed Chemical Dictionary
Farm Chemical Handbook
Emergency Response Guidebook
40 CFR 260-264

PERSONAL PROTECTION EQUIPMENT

Tyvek Suits & Aprons (poly-coated & plain)
Tyvek Footwear Covers / Booties
Poly-coated Rain Gear
Safety Glasses
Face / Splash Shields
Gloves (nitrile, leather, butyl, & cut resistant)
Chemical Resistant Steel Toe Boots
Respirators (full and half face)
Respirator Cartridges, Organic Vapor
Self-Contained Breathing Apparatus (SCBA)

HEALTH & SAFETY EQUIPMENT

Fire Extinguishers
First Aid Kits
Emergency Eyewash Stations
Air Horns
"No Smoking" and other Warning Signage

TOOLS

Spark Proof Hammer
Rubber Mallet
Impact Wrench
Speed Wrench with 15/16 Socket
Crescent Wrench
Bung Wrench
Ratchet
3" Stiff Paint Can Scraper
Paint Can Openers
Bucket Openers
Utility and Carpet Knives
Wire Brushes
Pliers & Screwdrivers

PACKAGING MATERIALS AND SUPPLIES

85-Gallon Steel Over Pack Drums, reconditioned or new
55-Gallon Open Top Steel Drums, reconditioned or new
55-Gallon Closed Steel Drums, reconditioned or new
55-Gallon Open Top Poly Drums, reconditioned or new
55-Gallon Lab Pack Boxes
30-Gallon Open Top Poly Drums, reconditioned or new
30-Gallon Closed Steel Drums, reconditioned or new
30-Gallon Lab Pack Boxes
20-Gallon Open Top Poly Drums
20-Gallon Lab Pack Boxes
16-Gallon Open Top Poly Drums
10-Gallon Lab Pack Boxes
5-Gallon Open Top Poly Drums, recycled or new
5-Gallon Open Top Steel Drums
5-gallon Lab Pack Boxes
1-Liter Capacity and 5-Gallon Capacity Poison-By-Inhalation Combo Boxes
Sharps Containers
Pallets, Wood and/or Poly
Cubic Meter Boxes with Liners
Drum Liners
Vermiculite
Poly Reactive Bags
Mineral Oil
Drum Crayons
Adhesive Packing Slip Envelopes
DOT Labels and Markings
DOT Placards (for cubic meter boxes)
Manifests, Bills of Lading, etc.

SECTION 3: REFERENCES

1. Name of Firm or Agency: Solid Waste Authority of Palm Beach County
Address: 7501 North Jog Road
City/State/Zip: West Palm Beach, FL 33412
Contact: Bob Madden Title: Director of Hazardous Waste Services
Telephone: 561.687.1100 Email: bmadden@swa.org
Scope of Work: Transportation and disposal of household hazardous waste.

2. Name of Firm or Agency: Manatee County
Address: 1115 Manatee Avenue
City/State/Zip: Bradenton, FL 34206
Contact: Scott Wood Title: Recycle and Special Waste Supervisor
Telephone: 941.748.5543 x8049 Email: scott.wood@mymanatee.org
Scope of Work: Remote HHW collection events. Transportation and disposal of household hazardous waste.

3. Name of Firm or Agency: Broward County Waste and Recycling Services
Address: 1 North University Drive, Suite 400
City/State/Zip: Plantation, FL 33324
Contact: Mickey Serra Title: HHW Program Manager
Telephone: 954.357.8845 Email: miserra@broward.org
Scope of Work: Remote HHW collection events. Transportation and disposal of household hazardous waste.

4. Name of Firm or Agency: St. Lucie County Solid Waste
Address: 6120 Glades Cut Off Road
City/State/Zip: Fort Pierce, FL 34981
Contact: Ally Berry Title: Solid Waste Regulatory and Contract Administrator
Telephone: 772.462.1624 Email: berrya@stlucieco.org
Scope of Work: Remote HHW collection events. Transportation and disposal of household hazardous waste.

5. Name of Firm or Agency: Highlands County Recycling
Address: 6000 Skipper Road
City/State/Zip: Sebring, FL 33870
Contact: Bob Diefendorf Title: Project Manager
Telephone: 863.655.6477 Email: rdiefend@hcbcc.org
Scope of Work: Remote HHW collection events. Shed cleanouts.

CITY OF COCONUT CREEK

*RFP No. 06-06-18-11
HHW Collection and Disposal Services
June 6, 2018*

SECTION 4: REQUIRED RFP DOCUMENTS AND ATTACHMENTS

Proposal Requirements Checklist

Proposer Information

Proposal Confirmation

Schedule of Proposal Prices Submitted Through E-Bid System

Indemnification Clause

Non-Collusive Affidavit

Proposer's Qualification Statement

Acknowledgement of Proposer's Qualification Statement

Drug-Free Workplace Form

Sworn Statement on Public Entity Crimes

Exceptions to the RFP

Certificate of Insurance

Addendum Acknowledgement

SECTION IV - REQUIRED DOCUMENTS**Proposal Requirements Checklist**

Proposer has completed the required documents listed in the checklist below. The required documents shall be executed, notarized (if applicable), and submitted as a condition to this Request for Proposals.

Proposer shall electronically submit all required documents and any other pertinent information electronically through the eBid System.

Required Documents	Yes	No
Proposer Information	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Proposal Confirmation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Indemnification Clause	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Non-Collusive Affidavit	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Proposer's Qualification Statement	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Drug-Free Workplace Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sworn Statement on Public Entity Crimes	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exceptions to the RFP	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Operational Plan – Scope of Services Proposed	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Submitted Pricing through the eBid System “Line Items” Tab	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Proposal: (1) Qualifications and Experience (2) Resources and Availability (3) References	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Certificate of Insurance	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Business Tax Receipt	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copies of Valid Licenses	<input checked="" type="checkbox"/>	<input type="checkbox"/>

PROPOSER INFORMATION

Communications concerning this proposal shall be addressed to:

Company Name: Clean Harbors Environmental Services, Inc.
 Social Security/Federal Tax I.D. No.: 04-2698999
 Proposer's Name (Print): Patrick Ethridge Title: Account Manager
 Address: 7001 Kilo Avenue

 City/State/Zip: Bartow, Florida
 Phone: 954.465.6469 Fax: N/A
 Email: ethridge.patrick@cleanharbors.com

ACKNOWLEDGEMENT OF ADDENDA

Instructions: Complete Part I or Part II, Whichever Applies

Part I:

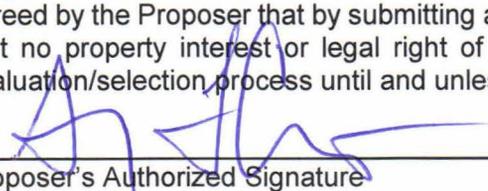
Proposer has examined copies of all the Contract Documents and of the following Addenda (receipt of all which is hereby acknowledged).

Addendum No: <u>1</u>	Dated: <u>May 30, 2018</u>
Addendum No: _____	Dated: _____

Part II:

No Addendum was received in connection with this RFP.

It is understood and agreed by Proposer that the City reserves the right to reject any and all proposals, to make awards on all items or any items according to the best interest of the City, and to waive any irregularities in the proposal or in the proposals received as a result of the RFP. It is also understood and agreed by the Proposer that by submitting a proposal, Proposer shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties.


Proposer's Authorized Signature

May 31, 2018
Date

George L. Curtis, Executive Vice President
Proposer's Printed Name

INDEMNIFICATION CLAUSE

(Page 1 of 1)

The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the Contract. The Contractor shall indemnify and hold harmless the City Commission, the City of Coconut Creek, and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) ~~including the loss of use resulting therefrom~~, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, ~~regardless of whether or not~~ it is caused in part by a party indemnified hereunder. **except to the extent**

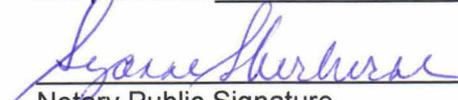
In any and all claims against the City, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing in this section shall affect the immunities of the City pursuant to Chapter 768, Florida Statutes, as amended from time to time, nor shall it constitute an agreement by the City to indemnify Contractor, its officers, employers, subcontractors or agents against any claim or cause of action.

Clean Harbors Environmental Services, Inc.  May 31, 2018
Contractor's Name Signature Date

State of: Massachusetts

County of: Plymouth

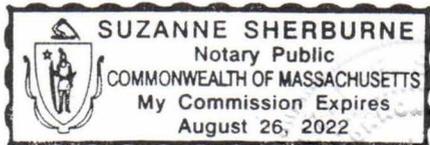
The foregoing instrument was acknowledged before me this 31st day of May, 2018, by George L. Curtis, who is ~~(who are)~~ personally known to me ~~or who~~ ~~has produced~~ ~~as identification~~ and who did ~~(did not)~~ take an oath.


Notary Public Signature

Suzanne Sherburne
Notary Name, Printed, Typed or Stamped

Commission Number: 1851941

My Commission Expires: 8/26/2022



NON-COLLUSIVE AFFIDAVIT

State of Massachusetts)
)ss.
County of Plymouth)

George L. Curtis being first duly sworn, deposes and says that:

- (1) He/~~she~~ is the Executive Vice President
(Owner, Partner, Officer, Representative or Agent)
of Clean Harbors Environmental Services, Inc. the Proposer that has submitted the attached proposal;
- (2) He/~~she~~ is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- (3) Such proposal is genuine and is not a collusive or sham proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham proposal in connection with the work for which the attached proposal has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm or person to fix the price or prices in the attached proposal of any other Proposer, or to fix an overhead, profit, or cost elements of the proposal price or the proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- (5) The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

Alexa Cobb

AlexA Cobb

By: [Signature]

George L. Curtis
(Printed Name)

Executive Vice President
(Title)

ACKNOWLEDGEMENT

State of Massachusetts

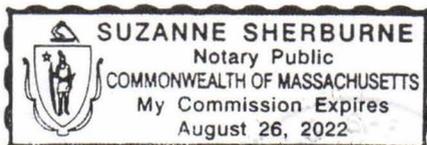
County of Plymouth

The foregoing instrument was acknowledged before me this 31st day of May,
2018, by George L. Curtis, who is personally known to me ~~or who has produced~~
~~as identification~~ and who did ~~(did not)~~ take an oath.

WITNESS my hand and official seal

[Signature]
NOTARY PUBLIC

Suzanne Sherburne
(Name of Notary Public: Print, Stamp, or
Type as Commissioned.)



PROPOSER'S QUALIFICATION STATEMENT

In order to properly evaluate the proposal submittals, Proposers are expected to complete the questionnaire and include the following documentation. By attesting to this submittal, Proposer guarantees the truth and accuracy of all statements and answers herein contained.

SUBMITTED TO: City of Coconut Creek
Purchasing Division
4800 West Copans Road
Coconut Creek, FL 33063

Check One

Submitted By: Patrick Ethridge
Name: Clean Harbors Environmental Services, Inc.
Address: 7001 Kilo Avenue
City, State, Zip: Bartow, Florida 33830
Telephone No. 954.465.6469
Fax No. N/A

- Corporation
- Partnership
- Individual
- Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is: Clean Harbors Environmental Services, Inc.

The address of the principal place of business is: 7001 Kilo Avenue, Bartow FL 33830

2. If Proposer is a corporation, answer the following:

- a. Date of Incorporation: March 24, 1980
- b. State of Incorporation: Commonwealth of Massachusetts
- c. President's Name: Alan S. McKim, CEO & Chairman
- d. Vice President's Name: George L. Curtis, Executive Vice President
- e. Secretary's Name: C. Michael Malm
- f. Treasurer's Name: Gregory Malerbi
- g. Name and Address of Resident Agent: _____

3. If Proposer is an individual or a partnership, answer the following:

- a. Date of Organization: N/A
- b. Name, Address and Ownership Units of all Partners: N/A
- c. State whether general or limited partnership: N/A

4. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

N/A

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. N/A

6. How many years has your organization been in business under its present business name? 38

a. Under what other former name has your organization operated?

None

7. Indicate (EPA ID #) registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this proposal. Please attach certificate of competency and/or state registration.

Clean Harbors EPA ID No. MAD039322250 Bartow Facility ID No. FLD980729610

See attached registrations (08.a and 08.b).

8. Litigation/Judgments/Settlements/Debarments/Suspensions:
Submit information on any pending litigation and any judgments and settlements of court cases relative to providing the Household Hazardous Waste Collection and Disposal Services that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government during the last five (5) years.

Clean Harbors has pending non-material cases, claims or assessments against the Company which arise in the ordinary course of business consisting primarily of automobile accident claims, commercial, employee and environmentally related lawsuits and administrative proceedings. Some of these proceedings may result in fines, penalties, and judgments against Clean Harbors. Clean Harbors warrants, however, that it is not involved in any action or suit that would preclude it from performing its obligations under this Request for Proposal. Clean Harbors has not been debarred or suspended from bidding or proposing on any government project.

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

As the largest provider of hazardous waste services in North America, Clean Harbors has, on occasion, encountered contract disputes with customers and vendors. Due to confidentiality provisions contained either in the subject matter contracts or in settlement agreements, it is Clean Harbors' policy not to disclose or discuss customer or vendor disputes. As a publicly traded corporation, however, Clean Harbors is required to disclose material legal proceedings pursuant to SEC rules. More detailed descriptions of the most significant Legal Proceedings are included in Clean Harbors SEC 10K form. Please find attached, Clean Harbors' most recent Annual Report and Form 10-K; however, none of the cited proceedings relate to contract matters.

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

Key Individuals: Patrick Ethridge, Account Manager - 13 yrs HW experience

David Chesnut, Branch Manager - 10 yrs HW experience

Marc Simon, District Manager - 30 yrs HW experience

Ed Gornik, Technical Services Specialist - 18 yrs HW experience

11. State the name of the individual(s) and titles who will personally supervise the work:

Patrick Ethridge

12. State the name and address of the attorney, if any, for the business of the Proposer:
Clean Harbors has attorney's on staff; Mr. Michael McDonald is Assistant General Counsel
located at corporate headquarters, 42 Longwater Drive, Norwell MA 02061.
-
13. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual:
Clean Harbors Environmental Services, Inc. is a wholly owned subsidiary of Clean Harbors Inc.
-
14. State the names, addresses and the type of business of all firms that are partially or wholly owned by Proposer:
Clean Harbors Environmental Services, Inc. does not own any businesses; however, see the
attached list of subsidiaries owned by Clean Harbors Inc. (14. CHI Subsidiary List)
-
15. Indicate and provide supporting documentation for status as Hazardous Waste Transporter, Mercury Registration, used oil transporter, and any other registration, license numbers, permits or certificate numbers for the businesses or professions, which are the subject of this proposal. Please upload and include with your submission certificate of competency and/or state registration.
See the Permits and Licenses document which has been attached. (15. Permits and Licenses)
Also see our State Registration attached at 08.b.
-
16. List the following information concerning all Proposer's contracts in progress as of the date of submission and completed projects over the last five (5) years. (In case of any co-venture, list the information for all co-ventures.)
- | <u>Name of Project</u> | <u>Owner</u> | <u>Total Contract Value</u> | <u>Contracted Date of Completion</u> | <u>% of Completion to Date</u> |
|---|--------------|-----------------------------|--------------------------------------|--------------------------------|
| <u>Clean Harbors literally has tens of thousands of hazardous waste contracts currently in progress; however, we have provided a list of current Household Hazardous Waste contracts within the State of Florida in our Technical Proposal.</u> | | | | |
-
17. Do you have a complete set of documents, including drawings and addenda, if applicable?
 Yes No

18. Did you attend the pre-proposal conference if any such conference was held?

Yes No No Conference Held

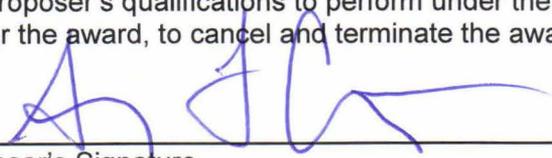
19. Bank References:

Bank	Address/City/State/Zip	Telephone
Bank of America Business Capital f/k/a Fleet Capital Corporation		617.346.1183

20. Identify the proposed transporters of all waste materials, including the name, location, license number and type of license, and any fines, citations, or accidents within the last five (5) years.

Clean Harbors will provide all transportation. No subs are used. Everything routes through the Bartow Plant.

The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by City in awarding the contract and such information is warranted by Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the contract shall cause the City to reject the proposal, and if after the award, to cancel and terminate the award and /or contract.



Proposer's Signature

May 31, 2018

Date

**ACKNOWLEDGEMENT
PROPOSER'S QUALIFICATION STATEMENT**

State of Massachusetts

County of Plymouth

On this the 31st day of May, 2018, before me, the undersigned Notary Public of the State of ~~Florida~~, Personally appeared Massachusetts

George L. Curtis And
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/~~are~~ subscribed to within the instrument, and he/~~she/they~~ acknowledge that he/~~she/they~~ executed it.

WITNESS my hand and official seal.

NOTARY PUBLIC

SEAL OF OFFICE:

Suzanne Sherburne
NOTARY PUBLIC, STATE OF ~~FLORIDA~~
MASSACHUSETTS

Suzanne Sherburne

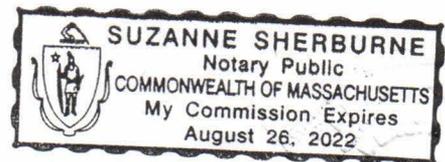
(Name of Notary Public: Print, Stamp, or Type as Commissioned)

- Personally known to me, or
- Produced identification

Drivers Licence

(Type of Identification Produced)

- DID take an oath, or
- DID NOT take an oath



DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with *Florida Statutes*, Chapter 287, Section 287.087 hereby certifies that Clean Harbors Environmental Services, Inc. does:
(Name of Business)

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

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



Proposer's Signature

Clean Harbors Environmental Services, Inc. May 31, 2018

Company Name

Date

**SWORN STATEMENT
ON PUBLIC ENTITY CRIMES
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with RFP No. 06-06-18-11 for Household Hazardous Waste Collection and Disposal Services.
2. This sworn statement is submitted by Clean Harbors Environmental Services, Inc. (name of entity submitting sworn statement) whose business address is 7001 Kilo Avenue, Bartow FL 33830 and (if applicable) its Federal Employer Identification Number (FEIN) is 04-2698999. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is George L. Curtis and my
(Please print name of individual signing)
relationship to the entity named above is Executive Vice President.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, includes but is not limited to:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal

power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, who are active, or who have been active, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity within the last five (5) years of this sworn statement.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Please check all statements that are applicable.**
- Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)
 - There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
 - The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)
9. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **Please check if statement is applicable.**
- The person or affiliate has not been placed on the convicted vendor list.
(If the box is not checked, please describe any action taken by or pending with the Department of General Services.)
10. The herein sworn statement shall be subject to and incorporate all the terms and conditions contained in Section 287.133 of the Florida Statutes.
11. Conviction of a public entity crime shall be cause for disqualification.

George L. Curtis
Proposer's Name

[Signature]
Signature

Date: May 31, 2018

State of: Massachusetts

County of: Plymouth

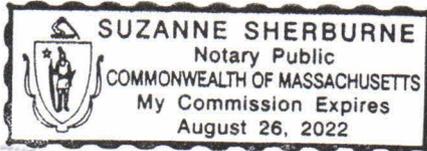
The foregoing instrument was acknowledged before me this 31st day of May, 2018, by George L. Curtis, who is ~~(who are)~~ personally known to me ~~or who has produced~~ as identification and who did ~~(did not)~~ take an oath.

[Signature]
Notary Public Signature

Suzanne Sherburne
Notary Name, Printed, Typed or Stamped

Commission Number: 1851941

My Commission Expires: 8/26/2022





CITY OF COCONUT CREEK

FINANCE AND ADMINISTRATIVE SERVICES
PURCHASING DIVISION
4800 WEST COPANS ROAD
COCONUT CREEK, FLORIDA 33063

ADDENDUM NO. 1

May 30, 2018

RFP No.: 06-06-18-11
RFP Name: Household Hazardous Waste Collection & Disposal Services
Due Date/Time: Wednesday, June 6, 2018 at 11:00 a.m. EST

- Our records indicate that your firm is in receipt of proposal documents for the Household Hazardous Waste Collection & Disposal Services, RFP No. 06-06-18-11.
- 1. Questions are answered in the eBid System.
 2. REPLACE PAGE(S):
 - 26 with 26(a)
 - 28 with 28(a)
 - 29 with 29(a)
 - 35 with 35(a)
 - 36 with 36(a)

Note: Words underlined and **bold** are additions, words ~~marked through~~ are deletions

This addendum acknowledgment sheet **MUST** be submitted electronically with your response through the eBid System by the due date and time indicated above. Failure to return this sheet may disqualify Proposer.

E. J. Chaplin Proposal Manager
Proposer's Signature

May 31, 2018
Date

Clean Harbors Environmental Services, Inc.

Company Name

7001 Kilo Avenue, Bartow FL 33830

Company Address

(954) 465.6469

Phone Number

() N/A

Fax Number

LORIE MESSER
Purchasing Analyst
lmesser@coconutcreek.net

US EPA ID

	ACKNOWLEDGEMENT OF NOTIFICATION OF HAZARDOUS WASTE ACTIVITY
<p>This is to acknowledge that you have filed a Notification of Hazardous Waste Activity for the installation located at the address shown in the box below to comply with Section 3010 of the Resource Conservation and Recovery Act (RCRA). Your EPA Identification Number for that installation appears in the box below. The EPA Identification Number must be included on all shipping manifests for transporting hazardous wastes; on all Annual Reports that generators of hazardous waste, and owners and operators of hazardous waste treatment, storage and disposal facilities must file with EPA; on all applications for a Federal Hazardous Waste Permit; and other hazardous waste management reports and documents required under Subtitle C of RCRA.</p>	
EPA I.D. NUMBER	MAD039322250
	Clean Harbors Inc P O Box 193 Kingston MA 02364
INSTALLATION ADDRESS	100 Joseph St Kingston MA 02364
EPA Form 8700-12A (4-80)	



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

Detail by Entity Name

Foreign Profit Corporation

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

Filing Information

Document Number	F93000003135
FEI/EIN Number	04-2698999
Date Filed	07/02/1993
State	MA
Status	ACTIVE

Principal Address

42 LONGWATER DRIVE
NORWELL, MA 02061

Changed: 05/03/2013

Mailing Address

42 LONGWATER DRIVE
NORWELL, MA 02061

Changed: 05/03/2013

Registered Agent Name & Address

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

Officer/Director Detail

Name & Address

Title PD

GERSTENBERG, ERIC
42 LONGWATER DRIVE NORWELL, MA
NORWELL, MA 02061

Title T

MALERBI, GREGORY
42 LONGWATER DRIVE NORWELL, MA
NORWELL, MA 02061

Title S

MALM, C. MICHAEL
ONE BOSTON PLACE BOSTON, MA 021
BOSTON, MA 02108

Title D

MCKIM, ALAN
42 LONGWATER DRIVE NORWELL, MA
NORWELL, MA 02061

Title ASST. SECRETARY

MCDONALD, MICHAEL
42 LONGWATER DRIVE NORWELL, MA
NORWELL, MA 02061

Title Executive Vice President, Director

Battles, Michael
42 LONGWATER DRIVE NORWELL, MA
NORWELL, MA 02061

Annual Reports

Report Year	Filed Date
2016	07/05/2016
2017	01/10/2017
2018	03/06/2018

Document Images

03/06/2018 -- ANNUAL REPORT	View image in PDF format
01/10/2017 -- ANNUAL REPORT	View image in PDF format
07/05/2016 -- ANNUAL REPORT	View image in PDF format
05/01/2015 -- ANNUAL REPORT	View image in PDF format
06/09/2014 -- ANNUAL REPORT	View image in PDF format

05/03/2013 -- ANNUAL REPORT	View image in PDF format
03/19/2012 -- ANNUAL REPORT	View image in PDF format
04/28/2011 -- ANNUAL REPORT	View image in PDF format
05/19/2010 -- ANNUAL REPORT	View image in PDF format
07/14/2009 -- ANNUAL REPORT	View image in PDF format
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02/05/2002 -- ANNUAL REPORT	View image in PDF format
03/27/2001 -- ANNUAL REPORT	View image in PDF format
06/06/2000 -- ANNUAL REPORT	View image in PDF format
04/14/1999 -- ANNUAL REPORT	View image in PDF format
06/02/1998 -- ANNUAL REPORT	View image in PDF format
05/01/1997 -- ANNUAL REPORT	View image in PDF format
05/01/1996 -- ANNUAL REPORT	View image in PDF format
05/01/1995 -- ANNUAL REPORT	View image in PDF format

Clean Harbors, Inc. & Subsidiaries
Listing of United States Legal Entities
As of March 31, 2018

<u>Name</u>	<u>US Employer Identification Number</u>
Clean Harbors Inc	04-2997780
Clean Harbors Environmental Services, Inc.	04-2698999
Clean Harbors of Braintree, Inc.	04-2507498
Clean Harbors of Baltimore, Inc.	80-0470752
Murphy's Waste Oil Co., Inc.	04-2490849
Clean Harbors Kingston Facility Corp.	04-3074299
Clean Harbors of Connecticut, Inc.	80-0470684
Spring Grove Resource Recovery, Inc.	76-0313183
Clean Harbors Services, Inc.	06-1287127
Clean Harbors Disposal Services, Inc.	04-3667165
Clean Harbors Caribe, Inc.	66-0595892
CH International Holdings, LLC	47-0942135
Clean Harbors Aragonite, LLC	02-0646449
Clean Harbors Arizona, LLC	56-2295308
Clean Harbors Buttonwillow, LLC	56-2295316
Clean Harbors Grassy Mountain, LLC	56-2295286
Clean Harbors Kansas, LLC	56-2295290
Clean Harbors Lone Mountain, LLC	56-2295299
Clean Harbors San Jose, LLC	56-2295202
Clean Harbors Westmorland, LLC	56-2295208
Clean Harbors El Dorado, LLC	94-3401916
Clean Harbors Wilmington, LLC	13-4335799
Clean Harbors Andover, LLC	56-2295323
Clean Harbors Baton Rouge, LLC	56-2295309
Clean Harbors BDT, LLC	56-2295313
Clean Harbors Chattanooga, LLC	56-2295318
Service Chemical, LLC	56-2295322
Clean Harbors Coffeyville, LLC	56-2295320
Clean Harbors Colfax, LLC	56-2295321
Clean Harbors Deer Trail, LLC	56-2295327
Clean Harbors Florida, LLC	56-2295283
Clean Harbors Laurel, LLC	56-2295292
Clean Harbors Pecatonica, LLC	56-2295314
Plaquemine Remediation Services, LLC	56-2295280
Clean Harbors Reidsville, LLC	56-2295199
Clean Harbors Tennessee, LLC	56-2295205
Clean Harbors White Castle, LLC	56-2295210
Altair Disposal Services, LLC	56-2295310
Baton Rouge Disposal, LLC	56-2295315
Bridgeport Disposal, LLC	56-2295319
Crowley Disposal, LLC	06-1655356

Disposal Properties, LLC	56-2295213
GSX Disposal, LLC	56-2295215
Hilliard Disposal, LLC	56-2295217
Roebuck Disposal, LLC	56-2295219
Sawyer Disposal Services, LLC	56-2295224
Tulsa Disposal, LLC	56-2295227
Clean Harbors Deer Park, LLC	48-1263743
Clean Harbors LaPorte, LLC	48-1263744
Clean Harbors Development, LLC	30-0471576
Clean Harbors Recycling Services of Chicago, LLC	36-4599645
Clean Harbors Recycling Services of Ohio, LLC	36-4599643
Clean Harbors Clive, LLC	56-2295229

Clean Harbors Industrial Services, Inc.	52-2339707
Clean Harbors Exploration Services, Inc.	84-1713357
Clean Harbors Surface Rentals USA, Inc.	98-0429483
Clean Harbors San Leon, Inc.	26-1821662
Safety Kleen Inc	90-0127028
Safety Kleen Systems, Inc.	39-6090019
Safety Kleen Envirosystems Company	94-2764195
Safety Kleen Envirosystems Company of Puerto Rico, Inc.	35-1283524
The Solvents Recovery Service of New Jersey, Inc.	22-1292778
Safety-Kleen of California, Inc.	33-0059051
Thermo Fluids, Inc.	59-3210374
Versant Energy Services, Inc	81-0953469
Emerald Services, Inc.	91-1578671
Industrial Service Oil Company, Inc.	95-4294796
Clean Harbors Wichita, LLC	20-8075673
Northeast Casualty Insurance Company	81-4142977
Rosemead Oil Products, Inc.	95-2913974
Lonestar West Services, LLC	99-0379713
Lonestar West Enterprises, LLC	27-2155291
Veolia ES Industrial Services, Inc.	75-2257854

Clean Harbors, Inc. & Subsidiaries
Listing of Canadian Legal Entities
As of March 31, 2018

Canadian Entity	CRA #	US EIN
BCT Structures, ULC	80397 9749	
Clean Harbors Canada, Inc.	89098 2077	80-0078050
Clean Harbors Directional Boring Services LP	85825 0566	
Clean Harbors Directional Boring Services, ULC	85633 4123	
Clean Harbors Energy and Industrial Services Corp.	11932 9639	
Clean Harbors Energy and Industrial Services Limited Partnership	82592 2875	
Clean Harbors Energy and Industrial Western Ltd.	86222 4334	
Clean Harbors Exploration Services Limited Partnership	81952 1949	
Clean Harbors Exploration Services, ULC	13401 6138	
Clean Harbors Industrial Services Canada, Inc.	82868 6097	
Clean Harbors Lodging Services Limited Partnership	84902 5994	
Clean Harbors Lodging Services, ULC	89238 2383	
Clean Harbors Mercier Inc./Services Environnementaux Clean Harbors Mercier, Inc.	12256 0204	
Clean Harbors Quebec, Inc./Services Environnementaux Clean Harbors Quebec, Inc.	14102 7318	
Clean Harbors Surface Rentals, ULC	88040 3928	
Clean Harbors Surface Rentals Partnership	87204 2072	
Environment Services et Machinerie E.S.M. Inc (Quebec)		
EnviroSORT, Inc.	88654 2521	
Grizzco Camp Services, ULC	82461 7526	
JL Filtration Inc.	85544 8379	
JL Filtration Operating Limited Partnership	86169 5385	
Safety Kleen Canada, Inc	89820 6545	98-0133593
Sanitherm, ULC	83736 7697	
SK D Incineration, Inc.	89069 4474	
Tri-Vax Enterprises Ltd.	12298 4164	
Clean Harbors Production Services, ULC	80082 8147	
Clean Harbors Energy Services, ULC	80083 1745	
Versant Energy Services, LP (check the box)	78187 3922	81-3536497
Clean Harbors Innu Environmental Services, Inc.	76839 1120	
Vulsay Industries, Ltd.	13751 9146	
Lonestar Vacuum, Inc.	86803 6120	
Lonestar Sylvan, Inc.	84518 8424	
Lonestar West, Inc.	80162 3216	

Clean Harbors, Inc. & Subsidiaries
Listing of Foreign Legal Entities
As of March 31, 2018

<u>Name</u>	<u>Assigned US Employer Identification Number</u>
Safety Kleen International, Inc.	36-3396234
Safety-Kleen de Mexico S de R.L. C.V.	20-8198343
Safety Kleen International Asia Investment Company Limited	N/A
SK Servicios Ambientales Adminsitrativos, S de R.L. de C.V.	20-8197220
Laidlaw Environmental Services de Mexico, S.A. de C.V.	N/A
Clean Harbors India LLP	N/A
CTVI, Inc.	66-0638576
Cat Tech International Ltd. (Bahamas)	N/A



Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

05/30/2018

Johnny Laguna, Operations Mgr
CleanPro Enviro Solutions LLC
17302 Pines Blvd
Pembroke Pines, FL 33029

The Florida Department of Environmental Protection has reviewed your form 8700-12FL notification for a new hazardous waste DEP/EPA Identification Number or status/information change. Based on the information received you must use the following identification number for all manifests or reports for **CleanPro Enviro Solutions LLC** located at **17302 Pines Blvd, Pembroke Pines , FL 33029-1507**

FLR000223503

Your facility notified FDEP requesting the following hazardous waste status/activities which **do not require a separate submission: Non-Handler of Hazardous Waste.**

Your facility is **currently registered** for the following activities: **UW Lamp Transporter, UW Device Transporter, UW Lamp Transfer Facility, UW Device Transfer Facility, UW Lamp SQH, UW Device SQH (reg exp on 03/01/2019); HW Transporter (reg exp on 06/30/2019) ; Used Oil Transporter, Used Oil Filter Transporter (reg exp on 06/30/2019).**

Your facility is **currently permitted/active** as: **No Active Hazardous Waste Treatment, Storage, or Disposal Permit.**

If you have pending program registrations/certifications or permits, these will be mailed separately. You are required to notify us on form 8700-12FL if there is any change in your operations which would affect your status, activity or contact information. The form is found here:

<http://www.dep.state.fl.us/waste/categories/hwRegulation/pages/NotificationRegulatedWaste.htm>.

To review the details of your status, visit:

https://fldeploc.dep.state.fl.us/www_RCRA/Reports/handler_results.asp?epaid=FLR000223503.

For further assistance, please contact me at (850) 245-8749 or email at

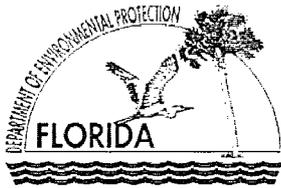
Glen.Perrigan@dep.state.fl.us .

Sincerely,

A handwritten signature in black ink that reads "Robin K. Pandley" with "for" written below it.

Glen Perrigan
Environmental Manager
Hazardous Waste Regulation Section

ME ID: 125495 , Email Address: jlaguna@wasteprousa.com



8700-12FL - FLORIDA NOTIFICATION OF REGULATED WASTE ACTIVITY

DEP Waste Management Division—HWRS, MS4560
2600 Blair Stone Rd. Tallahassee, FL 32399-2400
(850) 245-8707

RECEIVED

Florida Department of Environmental Protection
(for Florida Use Only)

APR 10 2018

Permitting & Compliance Assistance Program

EPA ID:

F	L	R	0	0	0	2	2	3	5	0	3
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Please use the instructions document to complete this form.

1. Reason for Submittal
(all submitters must complete pages 1 and 2 and sign page 5. Pages 3 and 4, - complete as applicable)

Mark 'X' in the correct box: To provide initial notification (to obtain an EPA ID Number for hazardous waste, universal waste, used oil activities, or PCW activities).
 (must choose one if a notification) To provide subsequent notification (to update status and facility identification information)
 To provide the final notification (closing) for the facility. (see instructions—must complete pages 1,2,5)

FL Registration(s) UW Mercury (see page 3) HW Transporter (see page 4) Used Oil (see page 4)

2. Facility or Business Name

CLEANPRO ENVIRO SOLUTIONS, LLC

3. Facility Operator
(List additional Operators in the comments section).

Name of Operator: **JOHNNY LAGUNA** Date became Operator: 07 / 07 / 2015

Street or P.O. Box: **17302 Pines Boulevard** Phone Number: **954-203-2206**

City or Town: **Pembroke Pines** State: **FL** Zip Code: **33029** Country (if not USA):

Operator Type: Private Federal Municipal State County Other _____

4. Facility Physical Location Information
(No P.O. Boxes)
 Same address as #3 above or:

Physical Street Address: _____ Vessel

City or Town: _____ State: _____ Zip Code: _____

County: _____ Country (if not USA): _____

5. Facility North American Industry Classification System (NAICS) Code(s) (at least 5 digits)

A.

4	8	4	2	3	0
---	---	---	---	---	---

 (required) B.

--	--	--	--	--	--

C.

--	--	--	--	--	--

 D.

--	--	--	--	--	--

6. Facility or Business Mailing Address

Same address as #__ above or: Street or P.O. Box: _____

City or Town: _____ State: _____ Zip/Postal Code: _____ Country (if not USA): _____

7. Facility or Business RCRA Contact Person
 Same address as #__ above or:

First Name: **Johnny** Last Name: **Laguna** Title: **Operations Manager**

Phone Number: **954-203-2206** Extension: _____ E-Mail: _____ Fax: _____

Street or P.O. Box: _____

City or Town: _____ State: _____ Zip Code: _____ Country (if not USA): _____

8. Real Property (FL Land) Owner of the Facility's Physical Location
(List additional owners in the comments section.)
 Same address as #__ above or:

Name of Owner: **L.W. Rozzo, Inc** Date became Owner: ___ / ___ / ___
 New Owner mm dd yy

Street or P.O. Box: **17200 Pines Boulevard** Phone Number: _____

City or Town: **Pembroke Pines** State: **FL** Zip Code: **33029** Country (if not USA): _____

Owner Type: Private Federal Municipal State County Other _____

RCRA Hazardous Waste Status Notification or Out of Business Notification	EPA ID No. FLR000223503
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9. RCRA Hazardous Waste Activities at this Facility: (Mark 'X' in all that apply):

<p>(A) (1) Generator of Hazardous Waste</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Do not include Universal Waste or Used Oil)</p> <p>If YES, Choose only one of the following three categories.</p> <p><input type="checkbox"/> a. Large Quantity Generator (LQG): Generates in any calendar month 1,000 kilograms or greater per month (kg/mo) (2,200 lbs.) of non-acute hazardous waste; or Greater than 1 kg (2.2 lbs) of acute hazardous waste (at least once a year)</p> <p><input type="checkbox"/> b. Small Quantity Generator (SQG): Generates in any calendar month greater than 100kg/mo but less than 1,000 kg/mo (>220 to <2,200 lbs.) of non-acute hazardous waste and/or 1 kg (2.2 lbs) or less of acute hazardous waste (at least once a year)</p> <p><input type="checkbox"/> c. Conditionally Exempt SQG (CESQG): Generates in any calendar month 100 kg/mo or less (220 lbs.) of non-acute hazardous waste and 1 kg (2.2 lbs) or less of acute hazardous waste</p> <p>In addition, indicate other generator activities that apply.</p> <p><input type="checkbox"/> d. Short-Term Generator (one-time, not on-going)</p> <p><input type="checkbox"/> e. Episodic: Not more than one-time per year: __SQG__LQG</p> <p><input type="checkbox"/> f. United States Importer of hazardous waste</p> <p><input type="checkbox"/> g. Mixed Waste (hazardous and radioactive) Generator</p>	<p>For Items 2 through 7, mark 'X' in all that apply.</p> <p>(2) Treater, Storer, or Disposer of Hazardous Waste (at your facility) Note: A hazardous waste permit may be required for this activity.</p> <p><input type="checkbox"/> a. Operating Commercial TSD</p> <p><input type="checkbox"/> b. Operating Non-Commercial TSD</p> <p><input type="checkbox"/> c. Non-Operating: Postclosure or Corrective Action Permit or Order (HSWA, etc.)</p> <p>(3) Recycler of Hazardous Waste (at your facility) Specify: <input type="checkbox"/> Commercial <input type="checkbox"/> Non-Commercial. Note: A permit is required for storage prior to recycling.</p> <p>(4) Exempt Boiler and/or Industrial Furnace</p> <p><input type="checkbox"/> a. Small Quantity On-site Burner Exemption</p> <p><input type="checkbox"/> b. Smelting, Melting, and Refining Furnace Exemption</p> <p>(5) Person Authorized to Manage Conditionally Exempt Waste Generated at Other Facilities Choose this management activity ONLY if you attach EITHER a copy of your application for such authorization OR the authorization you received from FDEP.</p> <p>(6) Receives Hazardous Waste from Off-Site</p> <p>(7) Underground Injection Control</p>
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10. Waste Codes for Federally Regulated Hazardous Wastes: List the waste codes of the Federal hazardous wastes handled at your facility. List them in the order they are presented in the regulations (e.g., D001, D003, F007, K019, P012, U112). Hazardous waste transporters list codes routinely or usually transported. Use comments or an additional page if more spaces are needed.

1 D001	2 D002	3 D007	4 D008	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21

11. Other Status Changes (If no longer handling waste or closed, sections 9 and 10 should be blank and skip Section 12-16):

(A) Non-Handler of Regulated Waste at This Facility (Sections 9, 10 and 12-16 should be blank.)

(1) Business no longer generates, transports, treats, stores, disposes of, or otherwise handles any regulated waste.

(B) Facility Closed (Complete this section only if all business activities at this facility have ceased.)

(1) Closed at this location and moved or moving to another - Submit a new Form 8700-12FL for the new location if you will

(2) Out of Business - Business closed on _____ (date)

(C) Property Tax Default **(D) Petition for Bankruptcy Protection**

12-14 — Registration Activities Contact Information (only if this submission is a registration or registration information update):

<input checked="" type="checkbox"/> Same as Facility RCRA Contact on page 1 or enter: Contact for: <input type="checkbox"/> HW Transporter <input type="checkbox"/> Used Oil Handler <input type="checkbox"/> Universal Waste	First Name: Johnny	Last Name: Laguna	Title: Operations Manager
	Phone Number:	Extension:	E-Mail:
	Street or P.O. Box:		
	City or Town:	State:(Country):	Zip Code:

Universal Waste Notification and Mercury Transporter/Handler Registration	EPA ID No. FLR000223503
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12. Universal Waste (UW) Activities (Mark 'X' and complete all that apply) :

A. Federal Notification	<input type="checkbox"/> Federally Defined Large Quantity Handler (LQH) = Generate/Accumulate: <u>5,000 kg (11,000 lb) or more</u> of any combination of UW accumulated (at any one time) Accumulates: <input type="checkbox"/> a. UW Batteries <input type="checkbox"/> b. Pesticides <input type="checkbox"/> c. Pharmaceuticals <input type="checkbox"/> d. Mercury Containing Devices <input type="checkbox"/> e. Mercury Containing Lamps <input type="checkbox"/> Destination Facility for UW Note: For this activity, a facility must treat, dispose or recycle a UW. A permit is required for storage prior to recycling.
--------------------------------	--

B. Florida Universal Pharmaceutical Waste (UPW): one-time registration

<input type="checkbox"/> Pharmaceuticals LQH = 5,000 kg or more of Universal Pharmaceutical Waste (UPW) accumulated (at any one time)
<input type="checkbox"/> Pharmaceuticals Acute LQH = more than 1 kg (2.2 lb) of acutely hazardous ("P-listed") pharmaceutical waste (UPW) accumulated
<input type="checkbox"/> Reverse Distributor of Universal Pharmaceutical Waste (UPW) (must be registered with the Florida Department of Health [DOH])

C. Florida Annual Mercury Handler Registration:

For-hire transporters, transfer facilities, handlers, reclamation and recovery facilities of Mercury-Containing Lamps and Devices operating in the State of Florida are required to register annually with the Department using this section of the form [Chapter 62-737, F.A.C.]. A one-time fee of \$1,000 is required for first time registration as a Large Quantity for-hire Handler of Mercury-Containing Lamps and Devices as detailed in 62-737.400(3)(a)3. (please contact FDEP first).

If you only generate lamps and/or devices or manage pharmaceuticals, do not register or complete the information below.

(1) This form is being submitted as a Florida Registration of Universal Waste Transporter/Handler for-hire Activities

First time registering Renewal One-time \$1,000 fee for Mercury for-hire first time LQH registration is attached

<input checked="" type="checkbox"/> For-hire Transporter of Universal Waste Mercury-Containing Lamps or Devices	Annual Registration Required
<input checked="" type="checkbox"/> For-hire Transfer Facility of Universal Waste Mercury-Containing Lamps or Devices	
<input type="checkbox"/> Mercury-Containing Devices (thermostats, etc) SQH = less than 100 kg accumulated by for-hire handler	
<input checked="" type="checkbox"/> Mercury-Containing Lamps SQH = less than 2,000 kg (8,000 lamps) accumulated by for-hire handler	
<input type="checkbox"/> Mercury-Containing Devices LQH = 100 kg (220 lb) or more accumulated at any one time by for-hire handler	Annual Registration + one-time \$1,000 fee+ More Requirements (contact FDEP)
<input type="checkbox"/> Mercury-Containing Lamps LQH = 2,000 kg (4400 lbs/8,000 lamps) or more accumulated by for-hire handler	
(2) Mercury Recovery and/or Reclamation Facility (A <u>hazardous waste permit</u> is required for this activity)	
<input type="checkbox"/> First time registering <input type="checkbox"/> Renewal	
Annual Registration Required	

Briefly Describe your Universal Waste Activities: We use Drum Top Bulb Crusher(s).

Collection of lamps and bulbs from residential clients and transportation to disposal contractor.

13. Other State Regulated Waste Activities: Petroleum Contact Water (PCW) Recovery Transport [62-740 F.A.C.]

Note: A water facility permit may be required for this activity. An annual report is required for a recovery facility pursuant to Rule [62-740.300(5)]



CITY OF COCONUT CREEK

FINANCE AND ADMINISTRATIVE SERVICES

PURCHASING DIVISION

4800 WEST COPANS ROAD
COCONUT CREEK, FLORIDA 33063

ADDENDUM NO. 2

June 21, 2018

RFP No.: 06-06-18-11
RFP Name: Household Hazardous Waste Collection & Disposal Services
Due Date/Time: June 6, 2018 at 11 a.m. EST (opened)

Our records indicate that your firm is in receipt of proposal documents for Household Hazardous Waste Collection & Disposal Services, RFP No. 06-06-18-11. This Addendum is hereby made part of the specifications.

- The following information is being transmitted to make changes to the specifications for clarification purpose; conflicting language between Section 3, Item 3.2 (page 27) and Section 5, item 5.3 (page 30).
- REPLACE PAGE: 27 with 27(a)

Note: Words underlined and **bold** are additions, words ~~marked through~~ are deletions

This addendum acknowledgment sheet must be signed and returned to: Lmesser@coconutcreek.net

Proposer's Signature

Date

Company Name

Company Address

() _____
Phone Number

() _____
Fax Number

- 2.3** For Joint Events coordinated among specific Participating Cities, Contractor must prepare separate invoices for each Participating City that helped coordinate the Joint Event. Contractor may charge a flat fee for the preparation and processing of the invoices. Such flat fee will be evenly divided among the Coordinating Participating Cities for the given Joint Event. The flat fee must be listed in the Proposer's quote and must be submitted electronically through the eBid System with the other price breakdowns in the "Line Items" tab.

Invoices for Joint Events must reflect a division of the Contractor's overall costs, not including the invoice flat fee, wherein each of the Coordinating Participating Cities share the costs proportionally based on the users from each Coordinating Participating City. For example, two (2) Participating Cities decide to coordinate a Joint Event. If thirty (30) residents from City "A" and seventy (70) residents from City "B" that used the Contractor's services at the Joint Event. Coordinating Participating City "A" will be invoiced and responsible for payment of thirty percent (30%) of the Contractor's overall costs plus fifty percent (50%) of the Contractor's flat fee for invoicing at the Joint Event. Coordinating Participating City "B" will be invoiced and responsible for payment of seventy percent (70%) of the Contractor's overall costs plus fifty percent (50%) of the Contractor's flat fee for invoicing at the Joint Event. The City hosting the event, a Joint Event or otherwise, ("Host City"), will determine who may use the event and is responsible for documenting usage. In a Joint Event, the Host City will convey to the Contractor the percentage of users from each Coordinating Participating City so the Contractor may bill proportionately. Additionally, the Host City shall provide each Coordinating Participating City with the same information.

3. Collection Event Implementation

- 3.1.** A pre-collection coordination meeting between Contractor's Event Coordinator and the Host City's Event Coordinator shall be held in advance of the event. The collection location shall be completely set up prior to the collection of items specified by the Host City. A joint inspection by the Contractor's Event Coordinator and the Host City's Event Coordinator will be made prior to each event. Any observed deficiencies shall be corrected prior to opening the collection location to the public.
- 3.2.** The Contractor **& Host City** shall establish the configuration of the collection center to allow participants to deliver waste materials in a drive through pattern without leaving their vehicle. The traffic layout is to be mutually agreed upon between the Host City's Event Coordinator and Contractor's Event Coordinator. ~~Specific legible instructions and traffic control signs shall be provided by the Contractor as required and shall be posted to inform participants of their responsibilities and to ensure the safe and smooth flow of traffic.~~
- 3.3.** Disposal costs shall be based on the net weight of waste or by each piece as quoted on the bid sheet. Weight shall be determined by on-site weighting. A scale shall be provided by the Contractor. Calibration shall be from 1 to 650 pounds certified by the Department of Agriculture. Container weights are excluded and tare weights shall be subtracted and noted on the invoice(s). Prior to each event, Contractor shall make available the precise weight of all shipping containers that will be utilized in the operation.
- 3.4.** Net weight shall include all materials inside the container including absorbent materials when used. Only vermiculite or organic absorbents are allowed for use except where incompatible with the waste. Other absorbents such as clay absorbent are not permitted.
- 3.5.** The Contractor shall provide on-site identification of all hazardous waste received at the collection facility. Identification shall be sufficient to properly package all hazardous waste



CITY OF COCONUT CREEK

FINANCE AND ADMINISTRATIVE SERVICES

PURCHASING DIVISION

4800 WEST COPANS ROAD
COCONUT CREEK, FLORIDA 33063

ADDENDUM NO. 1

May 30, 2018

RFP No.: 06-06-18-11
RFP Name: Household Hazardous Waste Collection & Disposal Services
Due Date/Time: Wednesday, June 6, 2018 at 11:00 a.m. EST

- Our records indicate that your firm is in receipt of proposal documents for the Household Hazardous Waste Collection & Disposal Services, RFP No. 06-06-18-11.
- 1. Questions are answered in the eBid System.
 2. REPLACE PAGE(S):
 - 26 with 26(a)
 - 28 with 28(a)
 - 29 with 29(a)
 - 35 with 35(a)
 - 36 with 36(a)

Note: Words underlined and **bold** are additions, words ~~marked through~~ are deletions

This addendum acknowledgment sheet **MUST** be submitted electronically with your response through the eBid System by the due date and time indicated above. Failure to return this sheet may disqualify Proposer.

Proposer's Signature

Date

Company Name

Company Address

(_____) _____
Phone Number

(_____) _____
Fax Number

LORIE MESSER
Purchasing Analyst
lmesser@coconutcreek.net

SECTION III DETAILED REQUIREMENTS – SCOPE OF SERVICES

1. General

- 1.1. The primary objective of this solicitation is to obtain the services of one (1) or more Contractor who shall provide hazardous waste categorization, identification, collection, packaging, transportation, shipping, disposal, and related services for the City's Household Hazardous Waste (HHW) Collection Program in the most cost effective manner. The HHW Collection Program as designed will provide an outlet for proper disposal of household hazardous wastes for a "one day" collection event for selected noxious and special waste. The "one day" collection event can occur in two (2) formats: 1) a City-exclusive Event that is open only to one (1) City's residents and operations, or 2) a Joint Event wherein two (2) or more Participating Cities, listed in Section II, "Special Terms and Conditions," coordinate a time and location for the drop-off of household hazardous waste, special waste, and electric waste that is open to residents and operations of the Coordinating Participating Cities.
- 1.2. The Contractor shall offer to provide collection, packaging, transportation and disposal of Hazardous Waste Material generated by City residents and City operations, and those of the Coordinating Participating Cities in a Joint Event.
- 1.3. For Joint Events, it is the intent to have residents from each community jointly use Contractor's services on a given date, at a specified location. Each of the Participating Cities may choose to coordinate with one (1) or more other Participating Cities to host a Joint Event. Two (2) or more Participating Cities that decide to coordinate in this manner will be referred to herein as "Coordinating Participating Cities". A minimum of twelve (12) Joint Events among Coordinating Participating Cities will be coordinated per year. Other City-exclusive Events, or single City events, may occur throughout the year without the need of coordination among the Participating Cities.

2. Contractor Responsibilities

- 2.1. The Contractor is and shall perform this agreement as an Independent Contractor and, as such, shall have and maintain complete control over all of its personnel and operations. Neither the Contractor nor anyone employed by the Contractor shall represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the City.
- 2.2. Contractor shall provide necessary personnel, with experience in HHW field operations, including the identification, characterization, and handling of HHW for the collection event unless alternate arrangements with City have been pre-approved. Required staffing levels will be set for each remote collection event based on historic participation data and as mutually agreed upon by the City and the Contractor. All Contractor personnel shall have required up to date OSHA 29 CFR 1910.120 training. Contractor shall submit copies of certifications to City upon request. **Temporary Labor may be used for menial tasks such as unloading vehicles under the guidance of OSHA trained Contractor personnel.**

Contractor shall provide ALL of the necessary equipment and material for setting up and operating at the City collection site and any other site designated for a HHW Collection Event. Necessary equipment shall include, but not be limited to, sorting tables, tarps, tents, traffic cones, pallet jacks, portable eye wash, drum dolly, pallets, drum liners, carts, trash cans, emergency air horn, and spill kits.

- pursuant to USDOT requirements and to ensure acceptance at an EPA permitted storage, treatment or disposal facility.
- 3.6. The Contractor shall make provisions to consolidate compatible hazardous wastes in order to minimize per unit disposal costs. Additionally, the Contractor shall make provisions to bulk flammable materials or other compatible wastes, if such options are available.
 - 3.7. Contractor is expected to remain at the collection site until all hazardous materials are safely stored and hauled/removed. Contractor shall ensure the site is completely free of any residual HHW. The Contractor shall prepare and maintain Uniform Hazardous Waste Manifests (USEPA Form 8700-22) in accordance with 40 CFR Part 262, Sub-part B, for all hazardous waste collected during events and transported from the City. Further, the Contractor shall provide copies of all Uniform Hazardous Waste Manifests to the Host City within a mutually agreed upon time period. The final manifest shall be submitted to the Host City within sixty (60) business days after the event.
 - 3.8. Invoices shall be submitted to the City, or in the instance of a Joint Event, to all Coordinating Participating Cities, within sixty (60) days of completion of service. Invoices shall note correspondence and manifest numbers where applicable.
 - 3.9. The Contractor shall comply with pre-Transport requirements of 40 CFR Part 262, Sub-part C. Only state and federally approved containers and packing materials shall be utilized for the packaging and transport of hazardous waste.
 - 3.10. The Contractor shall comply with 40CFR Part 2, "Standard Applicable to Transporters of Hazardous Waste"; Chapter 17-730, Part 3 Florida Administration Code; and all applicable USDOT requirements for transportation of hazardous materials.
 - 3.11. The Contractor shall ensure that all transporters possess local, state and federal transporter permits, and that all local, state and federal regulations concerning packaging and transport of hazardous waste encountered en route are in compliance.
 - 3.12. The Contractor shall provide a statement of agreement with any treatment/storage/ disposal facility not owned by the said Contractor.
 - 3.13. The Contractor shall provide the Host City with a Drum Summary Breakdown sheet indicating manifest number and container content sheet numbers for each drum of hazardous waste collected during events within mutually agreed upon time period. Contractor shall also provide an invoice to the Host City that is a cross reference sheet for every disposal line item which shall include description, size of container, quantity, and all drum numbers per category as they appear on the Drum Summary Breakdown.
 - 3.14. During the planning for each City event, or a Joint Event, the Contractor shall identify tasks which can be performed by the Host City personnel and volunteers, with and without direction from the Contractor's professional staff.
 - ~~3.15. The Contractor shall coordinate with the Host City's Event Coordinator to implement an as-needed "milk-run" arrangement to pick-up material stored in the Host City's household hazardous waste containment unit or authorized Host City facility or location.~~

- 3.16. The Host City's Event Coordinator shall have the authority to remove anyone from the site, and prohibit their re-entry.
- 3.17. The Contractor shall provide Certificate of Disposal for all hazardous waste collected during events to the City, and in a Joint Event, to all Coordinating Participating Cities, within sixty (60) days of waste manifest date.
- 3.18. Contractor shall be deemed to be the "generator" (for the purposes of Florida and Federal laws and regulations) of all materials accepted by the Contractor for the HHW Collection Program.
- 3.19. Contractor shall assure that materials for which Contractor accepts generator status shall be accepted for disposal at the final disposal site(s).
- 3.20. Contractor shall be responsible for all materials collected at events and once collected, shall be responsible for the packaging, removal and disposal of these materials. Contractor shall use due care when accepting materials at Host City events to identify non-acceptable wastes and return to the person(s) attempting to use Host City event for disposal. Costs for packaging, removal and disposal shall be borne by the Contractor unless otherwise agreed upon by City, or in the case of a Joint Event, agreed upon by all Coordinating Participating Cities, in writing.
- 3.21. Contractor shall be, and shall remain, liable in accordance with applicable law for all damages to the City caused by Contractor's negligent performance of any of the services, furnished pursuant to this Contract, except for errors, omissions, or other deficiencies to the extent solely attributable to the City, City furnished data or any third party data. Contractor shall not be responsible for time delays caused by circumstances beyond the Contractor's control.
- 3.22. The Contractor shall dispose of all hazardous wastes that cannot be recycled at a USEPA-permitted (RCRA Part B Permit required) hazardous waste disposal site approved by the Host City. Any exception to this type of management must be approved by the Host City and FDEP. Contractor shall allow City staff and/or its agent(s) to visit and inspect disposal facility(ies).
- 3.23. Electronics shall be recycled by vendors who have either the Responsible Recycling (R2) Standard for Electronics Recyclers or the eStewards Standard for Responsible Recycling and Reuse of Electronic Equipment (e-Stewards) certification.
- 3.24. Contractor shall remove all accepted waste at the end of each collection event unless the waste is to be secured in special storage containment units and approved by the Host City, in writing. If stored, all accepted waste shall be removed by Contractor upon request and through coordination with the Host City.
- 3.25. No disposal of HHW waste shall be provided using Class I, Class II, or Class III landfill. Landfilling of materials such as household batteries and solid fertilizers may be allowed with the written permission of the City's Contract Administrator, in a Subtitle "C" secured hazardous waste landfill. **Latex paint excluded.**

4. Health and Safety

- 4.1. Contractor shall provide all spill control measures which are necessary to control any type of spill.
- 4.2. Contractor shall be completely responsible for the cleanup and any associated costs of any spill as a result of their activities at the pickup site, during transportation, or at the disposal facility.

**HOUSEHOLD HAZARDOUS WASTE COLLECTION
AND DISPOSAL SERVICES
RFP NO. 06-06-18-11**

SCHEDULE OF PROPOSAL PRICES

PROPOSER SHALL SUBMIT PRICES ELECTRONICALLY THROUGH
THE EBID SYTEM "LINE ITEMS" TAB

Line	Description –	QUANTITIES ARE ESTIMATES ONLY	UOM	QTY
1	Mobilization for remote collection events only: Does not apply to fixed facility drum pickups, mobilization of contract labor and supply deliveries.		PKG	
1.1	One-Day Remote Event Mobilization. Fixed Price to include all staff and equipment.		EA	22
1.2	<u>Sunday Remote Event Mobilization. Fixed Price to include all staff and equipment</u>		EA	1
2	Contract Labor for Remote Collection Events: Hourly rates based for contract personnel on site during operating hours. Does not include mobilization and travel time to Remote Collection Events and/or Fixed Facilities.		PKG	
2.1	Regular Per Hour Rate (8-hours onsite)		HR	1465
2.2	Overtime Per Hour Rate (After 8-hours onsite)		HR	185
3	Supplies Including Delivery		PKG	
3.1	5-Gallon Poly		EA	490
3.2	16-Gallon Poly		EA	200
3.3	30-Gallon Poly		EA	165
3.4	55-Gallon Poly		EA	170
3.5	55-Gallon Steel		EA	830
3.6	85-Gallon Steel		EA	30
3.7	Flex Bin		EA	495
3.8	Fluorescent Bulb Box 8-Ft.		EA	100
3.9	Fluorescent Bulb Box 4-Ft.		EA	270
3.10	Vermiculite (Per 16 lb. bag)		EA	600
4	Waste Disposal: Rates based on material weight (gross package weight minus standard container weights based on container type). Includes transportation and disposal (Prepackaged)		PKG	
	Bulk Liquid Disposal			
4.1	Petroleum Oils		LBS	35500
4.2	Fuels and Solvents Halogenated and Halogenated		LBS	45800
4.3	Antifreeze		LBS	18700
	Batteries Disposal			
4.4	Lead Acid (wet and dry cell)		LBS	39750
4.5	Nickel Cadmium and Nickel Metal Hydride		LBS	1785
4.6	Lithium and Lithium Ion		LBS	2850
	Loose Pack Disposal			
4.7	Aerosol Cans		LBS	34400

4.10	Pesticides/Poisons Solid	LBS	10800
4.11	Solids Containing Flammable Liquids	LBS	25500
	Lab Pack Disposal		
4.12	Corrosives Liquid or Solid Acid or Alkaline	LBS	25270
4.13	Oxidizers Liquid or Solid	LBS	2050
4.14	Organic Peroxides Liquid or Solid	LBS	6340
4.15	Mercury	LBS	195
4.16	Reactives	LBS	10220
	Bulb Disposal		
4.17	Straight Fluorescent Bulbs	EA	17650
4.18	Compact Fluorescent Bulbs	EA	13200
4.19	Metal Halide and Other Various Bulbs	EA	3300
	Compressed Cylinder Disposal		
4.20	Refrigerant/Extinguishers Gases	LBS	2200
4.21	Propane/MAPP Gas	LBS	6360
	Roll-Off Disposal- Latex Paint Disposal		
4.22	Latex Paint	LBS	504200
5	Group 2 - Electronic Waste	PKG	
5.1	Monitors/TV/CPU's	LBS	12800
5.2	Misc. Small Electronic Devices	LBS	180250
6	Flat Fee for the preparation and processing of invoices for Joint Events only	PKG	
6.1	Please state your "Flat Fee" for processing invoices for Joint Events only	EA	1

VISA PURCHASING CARD:

The City of Coconut Creek has implemented a Visa Procurement Card (P-Card) Program through SunTrust Bank. The City's preference is to pay for goods/services with the P-Card. This program allows the City to expedite payment to our vendors. Some of the benefits of the P-Card Program to the vendor are: payment received within 72 hours of receipt and acceptance of goods, reduced paperwork, issue receipts instead of generating invoices, resulting in fewer invoice problems, deal directly with the cardholder (in most cases).

Vendors accepting payment by the P-Card may not require the City (Cardholder) to pay a separate or additional convenience fee, surcharge or any part of any contemporaneous finance charge in connection with a transaction. Such charges are allowable, however must be included in the total cost of their response. Vendors are not to add notations such as "+3% service fee" in their response. All responses shall be inclusive of any and all fees associated with the acceptance of the P-Card.

Vendors agreeing to accept payment by P-Card must presently have the capability to accept Visa or take whatever steps necessary to implement the ability before the start of the agreement term.

COCONUT CREEK

REQUEST FOR PROPOSALS



REQUEST FOR PROPOSALS

HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES

RFP NO. 06-06-18-11

PURCHASING DIVISION
4800 WEST COPANS ROAD, COCONUT CREEK, FLORIDA 33063
eBid System: www.coconutcreek.net/purchasing

**CITY OF COCONUT CREEK
HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES
RFP NO. 06-06-18-11**

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CITY OF COCONUT CREEK

FINANCE AND ADMINISTRATIVE SERVICES
KAREN M. BROOKS, CFO
4800 WEST COPANS ROAD
COCONUT CREEK, FLORIDA 33063

May 6, 2018

LEGAL NOTICE REQUEST FOR PROPOSALS

The City of Coconut Creek, Florida as the lead agency for this contract and on behalf of the Southeast Florida Governmental Purchasing Cooperative Group is actively seeking proposals from qualified Proposers to provide Household Hazardous Waste Collection and Disposal Services in full accordance with the scope of services, terms, and conditions contained in this Request for Proposals (RFP).

RFP No: 06-06-18-11
RFP Name: Household Hazardous Waste Collection and Disposal Services
Non-Mandatory Pre-Proposal Mtg.: Monday, May 21, 2018 at 10:00 a.m.
Due Date/Time: Wednesday, June 6, 2018 at 11:00 a.m.

A Cone of Silence is in effect with respect to this RFP. The Cone of Silence prohibits certain communications between potential Respondents and/or Vendors and the City. All communication regarding this RFP shall be directed to Lorie Messer, Purchasing Analyst at (954) 956-1584.

Proposer must be registered on the City's eBid System in order to respond to this RFP. A complete RFP document may be downloaded for free from the eBid System as a pdf at: www.coconutcreek.net/purchasing. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from **any source** other than from the eBid System.

Sealed proposals shall be submitted electronically through the eBid System on or before the due date/time stated above. Proposer is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud. Any proposal received after the date and time specified will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

A non-mandatory pre-proposal meeting will be held at the Government Center. Proposers or their representative(s) are strongly urged to attend. This information session presents an opportunity for the Proposers to clarify any concerns regarding proposal requirements. Questions regarding the scope of services will be answered and Proposers will be able to familiarize themselves with conditions that may affect the proposal price.

Please be advised that City Hall is closed on Fridays and on holidays observed by the City. City Hall hours of operation are 7:00 a.m. to 6:00 p.m. EST, Monday through Thursday.

Karen M. Brooks,
Deputy City Manager/Chief Financial Officer
Finance and Administrative Services

Publish Dates: Sunday, May 6, 2018
Sunday, May 13, 2018



SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative Group.

For the past several years, approximately forty-five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative Group was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

Southeast Florida Governmental Purchasing Cooperative Group Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Purchasing Cooperative Group are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative Group members may participate in this contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative Group members may participate in any contract on acceptance and approval by the lead agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

"WORKING TOGETHER TO REDUCE COSTS"

SECTION I GENERAL TERMS AND CONDITIONS

THESE INSTRUCTIONS ARE STANDARD FOR ALL BID COMMODITIES/SERVICES ISSUED BY THE CITY OF COCONUT CREEK. THE CITY OF COCONUT CREEK MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL TERMS AND CONDITIONS THAT MAY VARY FROM THE GENERAL TERMS AND CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BIDS SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

INSTRUCTIONS TO BIDDERS:

1. **Defined Terms**

Terms used in this contract document are defined and have the meaning assigned to them. The City will use the following definitions in its general terms and conditions, special terms and conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process. The terms may be used interchangeably by the City: IFB or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

Bid: A price and terms quote received in response to an IFB.

Bidder: Person or firm submitting a bid directly to the City as distinct from a sub-contractor, who submits a bid to the Bidder.

City: Refers to the City of Coconut Creek, a municipal corporation of the State of Florida.

Change Order: A written signed and approved document by the City Manager or designee ordering a change in the contract price or contract time or a material change in work.

Contractor: Successful Bidder or Proposer who is awarded a purchase order, award contract, blanket purchase order agreement, or term contract to provide goods or services to the City. Also referred to as the "Successful Bidder".

Contract: A deliberate verbal or written agreement between two (2) or more competent parties to perform or not to perform a certain act or acts, including all types of

agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction. Contract shall be inclusive of the term "Agreement" unless stated otherwise.

Contract Administrator: The City will designate a Contract Administrator whose principle duties shall be liaison with awarded Proposer, coordinate all work under the contract, assure consistency and quality of awarded Proposer's performance, and schedule and conduct Contractor performance evaluations, and review and route for approval all invoices for work performed or items delivered.

Consultant: Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

First Ranked Proposer: That Proposer, responding to a City RFP, whose proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

Invitation for Bids (IFB): When the City is requesting bids from qualified Bidders.

Proposer: Person or firm submitting a proposal.

Proposal: A proposal received in response to an RFP.

Request for Proposals (RFP): When the City is requesting proposals from qualified Proposers.

Responsible Bidder: A person who has the capability in all respects to perform in full the contract requirements, as stated in the bid

document, and the integrity and reliability that will assure good faith performance.

Responsive Bidder: A person whose bid conforms in all material respects to the terms and conditions included in the bid document.

Seller: Successful Bidder or Proposer who is awarded a purchase order or contract to provide goods or services to the City.

Successful Bidder: means the best, qualified, responsible and responsive Bidder to whom the City (on the basis of City's evaluation as hereinafter provided) makes an award

2. Cone of Silence

2.1 "Cone of Silence" means a prohibition on any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bid (IFB), or other competitive solicitation between:

- (a) Any person who seeks an award therefrom, including a potential vendor or vendor's representative, and
- (b) The City Commission, City Attorney, City Manager, and all City employees, and any non-employees appointed to evaluate or recommend selection in such procurement process.

The Cone of Silence shall not apply to communications with the Procurement Official to obtain clarification or information concerning the subject solicitation. Any such contact with anyone other than the Procurement Official may be considered grounds for disqualification. The City shall not be responsible for oral interpretations given by any City employee or its representative. For purposes of this section, "vendor's representative" means an employee, partner, director, or officer of a potential vendor, or consultant, lobbyist, or actual or potential subcontractor or subconsultant of a vendor, or any other individual acting through or on behalf of any person seeking an award.

2.2 The Cone of Silence shall be applicable to each RFP, RFQ, IFB, or other competitive solicitation during the

solicitation and review of responses. At the time of issuance of the solicitation, the Procurement Official shall include in any advertisement and public solicitation for goods and services a statement disclosing the requirements of this section.

2.3 The Cone of Silence shall terminate at the time the City awards or approves a contract, votes to reject all bids or responses, or otherwise takes action which ends the solicitation and review process.

2.4 Nothing contained herein shall prohibit any potential vendor or vendor's representative from:

- (a) Making public presentations at duly noticed pre-bid conferences or at meetings before a duly noticed Selection Committee;
- (b) Communicating with the City Commission during any duly noticed public meeting;
- (c) Communicating verbally or in writing with any City employee or official for the limited purpose of seeking clarification or additional information, when such employee is specifically designated in the applicable RFP, RFQ, IFB, or other competitive solicitation documents;
- (d) Communicating in writing with the Procurement Official or other staff person specifically designated in the procurement document.

The potential vendor or vendor's representative shall deliver a copy of any such written communication to the Office of the City Clerk, who shall make copies available to the public upon request. The written communication shall include a reference to the RFP, RFQ, IFB, or other competitive bid document number.

2.5 Any violation of this rule shall be investigated by the Procurement Official and the City Attorney's Office and/or the City Manager's Office and may result in any recommendation for award, or any RFP award, or IFB award to said potential vendor or vendor's representative being deemed void or voidable. The potential vendor or

vendor's representative determined to have violated this rule, shall be subject to penalties up to and including debarment. In addition, to any other penalty provided by law, violation of this rule by a City employee shall subject the employee to disciplinary action up to and including termination.

3. Bid Forms

- 3.1 Solicitations downloaded from the eBid System shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Bidder affirms that no alteration of any kind has been made to this solicitation.
- 3.2 The bid forms must be used by the Bidder. Failure to do so may cause the bid to be rejected. The forms shall be submitted in good order and all blanks must be completed.
- 3.3 The bid forms shall be signed by one duly authorized to do so and in cases where the bid is signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the bid.
- 3.4 Bids by corporations must be executed in the corporate name by the President or other corporate officers accompanied by evidence of authority to sign.
- 3.5 Bids by partnerships must be executed in the partnership name and signed by a general partner whose title must appear under the signature.

4. Sub-Contractors

- 4.1 Sub-Contractors Terms
The Contractor agrees to bind specifically every sub-contractor to the applicable terms and conditions of the contract documents for the benefit of the City.
- 4.2 Sub-Contractors Agreement
All work performed for the Contractor by a sub-contractor shall be pursuant to an appropriate agreement between the Contractor and the sub-contractor.

5. Qualifications of Bidders

- 5.1 Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Purchasing Official reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 5.2 No bid will be accepted from, nor will any contract be awarded to any person who is in arrears to the City, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City, or who is deemed responsible or unreliable by the City.
- 5.3 As part of the bid evaluation process, City may conduct a background investigation including a record check by the Coconut Creek Police Department. Bidder's submission of a bid constitutes acknowledgment of the process and consent to such investigation. City shall be the sole judge in determining Bidder's qualifications.

6. Specifications

- 6.1 The apparent silence of the Specifications as to any detail, or the apparent omission from the Specifications of a detailed description concerning any point, shall be regarded as meaning that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.
- 6.2 For the purpose of evaluation, the Bidder must indicate any variance or exceptions to the stated Specifications no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Bidder meets all the Specifications in every respect.

- 6.3 Any manufacturers' names, trade names, brand names, information and/or catalog numbers used herein are for the purpose of describing and establishing a general standard of quality, performance and characteristics and are not intended to limit or restrict competition. The Bidder may offer any brand which meets or exceeds the Specifications for any item(s). If bids are based on equivalent products, indicate on the Bid Form the manufacturer's name and catalog number. Bidder shall submit with his bid complete and descriptive literature and/or specifications. The Bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the Specifications and not be considered an exception thereto. The determination of equivalency shall rest solely with the City. If Bidder fails to name a substitute, it will be assumed that Bidder is bidding on and will be required to furnish commodities identical to bid standards.
- 6.4 If the model number for the make specified in the bid document is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bid form. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

7. Addendum

- 7.1 If the Bidder should be in doubt as to the meaning of any of the bid documents, or is of the opinion that the plans and/or specifications contains errors, contradictions or reflect omissions, Bidder shall submit a written request directed to the Purchasing Division to be forwarded to the appropriate person or department for interpretations or clarification. Interpretations or clarifications deemed necessary by the Purchasing Division in response to such questions will be issued on official addendum.
- 7.2 The issuance of written addendum is the only official method whereby

interpretation, clarification, changes or additional information can be given. If any addendum is issued, the City will attempt to notify all known prospective Bidders. Addenda to the solicitation will be posted on the eBid System. It is the Bidder's responsibility to check the eBid System or contact the Purchasing Official prior to the bid submittal deadline to ensure that the Bidder has a complete, up-to-date package.

8. Prices Bid

- 8.1 Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extension or totals, unit amounts shall govern.
- 8.2 Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 8.3 All applicable discounts shall be included in the bid price for materials and services and will be considered as determining factors in recommending an award in case of tie bids. Discounts extended to City shall include but not be limited to those discounts normally extended to governmental agencies as well as the private sector.
- 8.4 Chain discounts are not acceptable and will not be considered in determining an award. Bidders may bid only one (1) discount for each item on the bid form. Firm discounts and prices are to be quoted for the term of the contract.
- 8.5 Bidder warrants by virtue of bidding that prices, terms and conditions in the bid will be firm for acceptance for a period of ninety (90) calendar days from the date of bid opening unless otherwise stated by the City.
- 8.6 The bid price shall include all permit fees, royalties, license fees and other costs arising from the use of such design, device or materials in any way involved in the work as well as all costs

of packaging, transporting and delivery to the designated location within the City of Coconut Creek.

- 8.7 All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder own goods in transit and files any claims), unless otherwise stated in Special Conditions.

9. Examination of Bid Documents

- 9.1 Before submitting a bid, each Bidder must (a) examine the bid documents thoroughly; (b) consider federal, state, county, and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision of the commodities and/or services; (c) study and carefully correlate Bidder's observations with the bid documents, and (d) notify the Purchasing Division of all conflicts, errors, and discrepancies in the bid documents. Failure to familiarize himself/herself with applicable laws will in no way relieve him/her from responsibility.

- 9.2 The submission of a bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the bid document, that without exception, the bid is premised upon performing the services and/or furnishing the commodities and materials and such means, methods, techniques, sequences or procedures as may be indicated in or required by the bid documents, and that the bid documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

10. Modification and Withdrawal of Bids

- 10.1 Proposals may be modified or withdrawn **prior** to the due date for submitting electronic proposals. Proposals may be retracted from the eBid System. Retracting a response allows the Consultant to change all or part of the response that was previously submitted. Retracting a response **does** not delete the response currently

entered; however, by retracting your response, it is no longer submitted. You must click "Submit Response" on the Response Submission Tab for your retracted bid to be submitted again.

- 10.2 Withdrawal of a proposal will not prejudice the rights of a Consultant to submit a new proposal prior to the proposal opening date and time. No proposal may be withdrawn or modified after the date of proposal opening has passed.

- 10.3 If within twenty-four (24) hours after proposals are opened, and Consultant files a duly signed, written notice with the Purchasing Office, and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of City, by clear and convincing evidence, that there was a material and substantial mistake in the preparation of its proposal, or that the mistake is clearly evident on the face of the proposal, but the intended correct proposal is not similarly evident, Consultant may withdraw its proposal and any bid security will be returned, if applicable.

11. Submission and Receipt of Bids

To receive consideration, bids must be received prior to the due date and time. Unless otherwise specified, Bidders should use the bid forms provided in the bid document. Any erasures or corrections on the bid must be initialed by Bidder. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink before electronic submission. Bids shall be signed in ink. When a particular IFB or RFP requires physical copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Bids will be electronically unsealed in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings, but are not required. Bids will be tabulated and made available on the eBid System for review by Bidders and the public in accordance with applicable regulations.

12. Acceptance or Rejection of Bids

- 12.1 Bidder warrants, by virtue of bidding, his bid and the prices quoted in his bid will

be firm for acceptance by the City for a period of ninety (90) calendar days from the date of bid opening, unless otherwise stated in the bid document. However, any bid may be electronically retracted up until the time set for bid opening. Any bids not so electronically retracted shall upon opening, constitute an irrevocable offer for goods and services until accepted by City Commission Award.

12.2 A Bidder may not withdraw his bid before the expiration of ninety (90) calendar days from the date of bid opening. A Bidder may withdraw his bid after the expiration of ninety (90) calendar days from the date of bid opening by delivering written notice of withdrawal to the Purchasing Official prior to award of contract by the City of Coconut Creek.

12.3 The City reserves the right to reject the bid of any Bidder if the City believes that it would not be in the best interest of the City to make an award to that Bidder, whether because the bid is not responsive or the Bidder is unqualified or fails to meet any other pertinent standard or criteria established by the City.

12.4 The City of Coconut Creek reserves the right to waive formalities in any bid and further reserves the right to take any other action that may be necessary in the best interest of the City. The City further reserves the right to reject any or all bids, with or without cause, to waive technical errors and informalities or to accept the bid which in its judgment, best serves the City of Coconut Creek.

13. Opening of Bids

Responses will be electronically unsealed and publicly read aloud on the date, time, and location specified in the bid document. A tabulation will be made available on the eBid System in accordance with applicable regulations.

14. Award of Contract

14.1 If the contract is to be awarded, it will be awarded to the most responsible and responsive Bidder for the base bid whose evaluation by City indicates to

City that the award will be in the best interests of the City and not necessarily to the lowest Bidder.

14.2 Criteria utilized by City for determining the most responsive Bidder includes, but is not limited to the following:

- (a) Ability of Bidder to meet published specifications.
- (b) Bidder's experience and references including, but not limited to, the reputation, integrity, character, efficiency, experience, skill, ability, and business judgment of the Bidder, the quality of performance of Bidder under previous contracts, any subcontractors and other persons providing labor or materials to Bidder.
- (c) Bidder's qualifications and capabilities, including but not limited to, the size, financial history, strength and stability of the business to perform the work of the contract, the possession of necessary facilities and equipment and the quality, availability and adaptability thereof to the particular use(s) required.
- (d) Whether Bidder can perform the contract promptly or with the time specified without delay or interference.
- (e) Previous and existing compliance by Bidder with laws, ordinances, and regulations relating to the commodities or services.
- (f) Price.

14.3 If applicable, the Bidder to whom award is made shall execute a written contract prior to award by the City Commission. If the Bidder to whom the first award is made fails to enter into a contract as herein provided, the contract may be let to the next ranked Bidder who is responsible and responsive in the opinion of the City.

15. Contractual Agreement

The terms, conditions, and provisions in the bid document shall be included and

incorporated in the final contract. The order of precedence will be bid document and response, contract, and general law. Any and all legal action necessary to enforce a contract will be interpreted according to the laws of Florida.

16. Insurance

16.1 If the Contractor is required to go on to City property to perform work or services as a result of contract award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in the Special Terms and Conditions.

16.2 The Contractor shall provide the Purchasing Division original certificates of coverage prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting his bid, agrees to abide by such modifications.

17. Taxes

The City of Coconut Creek is exempt from all Federal Excise and Florida Sales Taxes on direct purchase of tangible property. An exemption certificate will be provided where applicable upon request. Contractors doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall a Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

18. Estimated Quantities/Warranties of Usage

No warranty is given or implied by the City as to any components listed in the bid document and are considered to be estimates for the purpose of information only. The City reserves the right to accept all or any part of the bid and to increase or decrease quantities

of Bidder's bid to meet additional or reduced requirements of the City.

19. Samples and Demonstrations

Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in the Special Terms and Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.

20. Delivery

Time will be of the essence for any orders placed as a result of this bid document. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.

21. Verbal Instructions Procedure

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any member of the City Commission or its Staff, all other City employees, and any non-employee appointed to evaluate or recommend selection in the procurement process. Only those communications which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

22. References

As part of the bid evaluation process, the City may conduct an investigation of references, including a record check and/or consumer affairs complaints. Bidder's submission of a bid constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Bidders qualifications.

23. Costs Incurred by Bidders

All expenses involved with the preparation/and or presentation and submission of bids to the City, or any work performed in connection therewith, shall be the sole responsibility of the Bidder(s) and shall not be reimbursed by the City.

24. Permits, Fees and Notices (If Applicable)

24.1 The Contractor shall at his own expense obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, county, state and federal laws, rules and regulation applicable to business to be carried on under the contract.

24.2 All City of Coconut Creek review fees, application fees, permit fees or inspection fees are waived as per Ordinance No. 139-94. All county, state or federal fees and permits shall be applied for and paid by the Bidder as necessary. Bidder must provide City with copy(s) of valid licensing by county/city agency for this type of work.

24.3 It is the Bidder's responsibility to have and maintain appropriate Certificate(s) of Competency and submit state registration (if required) for the work to be performed and valid for the jurisdiction in which the work is to be performed for all persons (including subcontractors) working on the project for whom a Certificate of Competency is required.

25. Penalties for Misrepresentation

Any material misrepresentation in the Contractor's response could result in termination of the Agreement, or any other appropriate administrative sanctions and/or legal actions.

26. Restriction on Disclosure and Use of Data

All proposals received by the City will become the sole property of the City. Confidential financial information obtained by the City from a Bidder is exempt from public disclosure to the extent allowed by law.

27. Exceptions to the Bid

Bidders must clearly indicate any exceptions they wish to take to any of the terms in this bid, and outline what alternative is being offered. The City, at its sole and absolute discretion,

may accept or reject the exceptions. In cases in which exceptions are rejected, the City may require the Bidder to furnish the services or goods originally described, or negotiate an alternative acceptable to the City.

28. Cancellation for Unappropriated Funds

The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

29. Independent Contractor

The Contractor is an independent Contractor under this Agreement. Personal services provided by the Bidder shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in the bid document, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

30. Job Site Safety

The Successful Proposer shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA), Florida Department of Labor (DOL), and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The Successful Proposer's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth therein.

The City reserves the right, but is not obligated to make safety inspections at any time the Successful Proposer is on City property and to ensure safety rules are not being violated.

31. Occupational Health and Safety

In compliance with Title 29 *CFR (Code of Federal Regulations)*, Section 1910.1200, any Hazardous Chemical items which are

delivered from a Contract resulting from this Proposal must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS sheets must be maintained by the user agency and must include the following information:

- a) The chemical name and the common name of the toxic substance.
- b) The hazards or other risks in the use of the toxic substance, including:
 - 1) The potential for fire, explosion, corrosiveness, and reactivity;
 - 2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - 3) The primary routes of entry and symptoms of overexposure.
- c) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- d) The emergency procedure for spill, fire, disposal, and first aid.
- e) A description in lay terms of the known specific potential health risks posed by the toxic substances intended to alert any person reading this information.
- f) The year and month, if available, that the information was compiled and the name, address, and the emergency telephone number of the manufacturer responsible for preparing the information.
- g) All substances shall remain in manufacturer's container with manufacturer's labeling.

ALL TOXIC SUBSTANCES MUST BE LABELED FOR IDENTIFICATION IN ACCORDANCE WITH OSHA STANDARDS.

32. Conflict of Interest

The award of any contract hereunder is subject to the provisions of Chapter 112,

Florida Statutes. Bidders must disclose with their bid the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of the City or any of its agencies. Further, all Bidders must disclose the name of any officer or employee of the City who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or affiliate companies.

33. Indemnity/Hold Harmless

The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the Contract. The Contractor shall indemnify and hold harmless the City Commission, the City of Coconut Creek, and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the City, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing in this section shall affect the immunities of the City pursuant to Chapter 768, Florida Statutes, as amended from time to time, nor shall it constitute an agreement by the City to indemnify Contractor, its officers, employers, subcontractors or agents against any claim or cause of action.

34. Public Entity Crimes Statement

Pursuant to Paragraph 2(a) of Section 287.133, *Florida Statutes*, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid for a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category TWO (\$10,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

35. Public Records

Consultant shall keep such records and accounts and require any and all Consultants and subconsultants to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to the project and any expenses for which Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by City and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for City's disallowance of any fees or expenses based upon such entries.

City is a public agency subject to Chapter 119, Florida Statutes. To the extent Consultant is a Consultant acting on behalf of the City pursuant to Section 119.0701, Florida Statutes, Consultant shall comply with all public records laws in accordance with Chapter 119, Florida Statute. In accordance with state law, Consultant agrees to:

- a) Keep and maintain all records that ordinarily and necessarily would be required by the City in order to perform the services.
- b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the costs provided in

Chapter 119, Florida Statute, or as otherwise provided by law.

- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the contract if the Consultant does not transfer the records to the City.
- d) Upon completion of the services within this Agreement, at no cost, either transfer to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the services. If the Consultant transfers all public records to the City upon completion of the services, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the services, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- e) **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 954-973-6774, PublicRecords@coconutcreek.net, 4800 West Copans Road, Coconut Creek, FL 33063.**

If Consultant does not comply with this Section, the City shall enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with state law.

36. Drug-Free Workplace Programs

Preference shall be given to businesses with Drug-Free Workplace Programs. Whenever two (2) or more bids which are equal with respect to price, quality and service are

received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached Drug-Free Workplace form certifying that it is a Drug-Free Workplace shall be given preference in the award process.

37. Collusion

The Bidder certifies that its bid is made without previous understanding, agreement, or connection either with any previous firms or corporations offering a bid for the same items, or with the City. The Bidder also certifies that its bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

38. Audit Rights

The City reserves the right to audit the records of the Contractor for the commodities and/or services provided under the contract at any time during the performance and term of the contract and for a period of three (3) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor shall allow the City to inspect, examine and review the records of the Contractor in relation to this contract at any and all times during normal business hours during the term of the contract.

39. Patents and Royalties

The Contractor, without exception, shall indemnify and save harmless the City of Coconut Creek and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Coconut Creek. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

40. Purchase by Other Governmental Agencies

If the Bidder is awarded a contract as a result of this bid document, he will, if he has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded

in accordance with the terms and conditions of the bid document and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

41. Assignment and Sub-Letting

No assignment of this contract or any right occurring under this contract shall be made, in whole or in part, by the Contractor without the express written consent of the City Commission which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the rights, duties and responsibilities of the Contractor.

42. Venue

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place exclusively in Broward County, Florida and that all litigation between them in the federal courts shall take place exclusively in the Southern District in and for the State of Florida.

43. Gratuities and Kickbacks

43.1 Gratuities: It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract, or to any solicitation or proposal therefore.

43.2 Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-contractor under a Contract to Contractor or higher tier sub-contractor any person associated therewith, as an inducement of the award of a subcontract or order.

43.3 **Contract Clause:** The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every Contract and subcontract and solicitation therefore.

44. **Protest Process**

Any bidder, proposer, or offeror who is aggrieved in connection with the solicitation or award of a contract must contact the procurement officer listed in the solicitation in writing (email or fax are acceptable) within three (3) working days after the posting of the notice of intent to award on the City's eBid System. A formal written protest shall be filed within five (5) working days after filing the notice of protest.

The notice of protest must be either, hand-delivered and date and time stamped by the Office of the City Clerk, or sent via Certified U.S. mail, return-receipt requested. Failure to file a protest within the time-frame specified herein shall constitute a full waiver of all rights to protest the City's decision regarding the award of bid.

- (a) Only a bidder whose bid is timely received and fully complies with all terms and conditions of the bid may protest an award.
- (b) The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based and shall include all pertinent documents and evidence.
- (c) Upon receipt of a formal written protest, the City may stop award proceedings until resolution of the protest; however, the award proceedings shall not be stopped if the City Manager decides the award must continue without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.
- (d) Any and all costs incurred by a protesting party in connection with a protest pursuant to this section shall be the sole responsibility of the protesting party.

A protest shall be reviewed and evaluated administratively and a decision in writing shall be forwarded to the protesting firm within ten

(10) working days. If the protesting firm does not agree with the administrative decision, they may appeal the decision in writing to the City Manager or designee within five (5) working days. The notice of appeal must be either, sent Certified U.S. mail return-receipt requested or hand-delivered and date and time stamped by the Office of the City Clerk. The decision of the City Manager or designee will be final.

Any person who files a formal written protest shall post with the Chief Procurement Officer, at the time of filing the formal written protest a cashier's check made payable to the City of Coconut Creek in an amount equal to one percent (1%) of the City's estimate of the total amount of the contract or \$5,000.00, whichever is less.

If the decision of the City Manager or designee upholds the action taken by the City, then the deposit becomes non-refundable and the City shall retain the deposit as payment for a portion of the cost and expense, including but not limited to, time spent by City staff in responding to the protest and in conducting the evaluation of the protest. If the decision of the City Manager or designee does not uphold the action taken by the City, then the City shall return the amount of the cashier's check to the person or entity filing the protest.

45. **Confidential and/or Proprietary Information**

In accordance with Florida Statutes, Chapter 119.07(1)(a) and except as may be provided by other applicable state and federal law, the Request for Qualifications and the responses thereto are in the public domain. However, Proposers are requested to specifically identify in the submitted proposal any financial information considered confidential and/or proprietary which may be considered exempt under Florida Statute Section 119.071.

46. **Anti-Discrimination**

That Consultant shall for itself, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees, as a part of the consideration hereof, hereby covenant and agree that:

- a) No person on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity or

expression shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and

- b) Consultant, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity or expression.

That in the event of a proven breach of the above non-discrimination covenant, the City shall have the right to terminate the Agreement as if this Agreement had never been made.

47. Default

47.1 Termination for Cause

In the event the Contractor shall default in or violate any of the terms, obligations, restrictions or conditions of this contract, the City may, upon written notice to the Contractor, terminate this contract effective immediately. In the event of such termination the City may hold the Contractor liable for any and all damages sustained by the City arising out of such default, including but not limited to costs of reprocurement and cover.

Procedures:

- a. Written notice shall be provided to Contractor setting forth the reasons for said termination and
- b. Only after the Contractor has been afforded a reasonable opportunity as determined by the City to correct alleged problems; and

- c. Only after a hearing before the City Manager is granted to Contractor, at which time the Contractor shall be given an opportunity to be heard.

47.2 Termination for Default

In the event the Contractor shall default in any of the terms, obligations, restrictions or conditions in the contract documents, the City shall give the Contractor written notice by registered, certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event the Contractor has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of the City, the City shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case the Contractor shall be liable for any and all damages permitted by law arising from the default and breach of the contract.

47.3 Termination for Convenience of City

Upon thirty (30) calendar days written notice delivered by certified mail, return receipt requested, to the Contractor, the City may without cause and without prejudice to any other right or remedy, terminate the contract for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the contract is terminated for the convenience of the City the notice of termination to the Contractor must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of termination. The Contractor shall discontinue all work on the appointed last day of service.

SECTION II SPECIAL TERMS AND CONDITIONS

1. Purpose

The City of Coconut Creek invites qualified and experienced vendors to submit proposals to provide the City and participating members of the Southeast Governmental Purchasing Cooperative Group with Household Hazardous Waste Collection and Disposal Services. Any reference to the City in the RFP shall apply to all participating agencies referenced herein.

2. Point of Contact

To ensure fair consideration for all Proposers, the City prohibits communication to or with any department, elected official or employee during the submission process, other than the Purchasing Analyst, regarding the requirements for this submittal. Any such contact may be considered grounds for disqualification. The City shall not be responsible for oral interpretations given by any City employee or its representative.

All inquiries concerning clarifications of this solicitation or for additional information shall be submitted in writing by email or submitted through the eBid System.

Submit To: Lorie Messer, Purchasing Analyst

Email: lmesser@coconutcreek.net

All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum. Such contact is to be for clarification purposes only. Material changes, if any, to the scope of services, or bid procedures will only be transmitted electronically through the eBid System.

3. Participating Agencies

The following agencies are active participants in the Southeast Florida Governmental Cooperative Group and have indicated their willingness to participate in this contract. As lead agency, the City of Coconut Creek may approve group members that wish to participate in this contract for new usage, during the contract term, or in any contract extension term.

Contact information and addresses of current participating agencies are provided below:

AGENCY	CITY CONTACT	CONTACT INFORMATION
City of Coconut Creek 4800 West Copans Rd. Coconut Creek, FL 33063	Lorie Messer Purchasing Analyst	Tel: (954)-956-1584 Fax: (954)-973-6754 Email: lmesser@coconutcreek.net
City of Coral Springs 9551 W. Sample Rd. Coral Springs, FL 33065	Angelo Salomone Purchasing Administrator	Tel: (954)-344-1102 Fax: (954)-344-1087 Email: asalomone@coralsprings.org
City of Deerfield Beach 401 SW 4 th Street Deerfield Beach, FL 33441	David Eberlin Assistant Director Sustainable Management	Tel: (954) 480-4382 Email: deberlin@deerfield-beach.com
City of Fort Lauderdale 100 North Andrews Ave. Fort Lauderdale, FL 33301	John Curran Procurement Specialist	Tel: (954)-828-4357 Fax: (954)-828-5576 Email: jcurran@fortlauderdale.gov

City of Lauderdale Lakes 4300 NW 36 Street Lauderdale Lakes, FL 33319	Robin Soodeen Assistant Public Works Director	Tel: (954) 535-2758 Email: Robins@lauderdalelakes.org
City of North Lauderdale 701 SW 71 st Ave. North Lauderdale, FL 33068	George Krawczyk Director of Public Works/Utilities	Phone: (954) 597-4756 Email: gkrawczyk@nlauderdale.org
City of Pompano Beach 100 West Atlantic Blvd. Pompano Beach, FL 33060	Otis J. Thomas General Services Director	Tel (954) 786-4098 Fax: (954)-786-4168 Email: Otis.thomas@copbfl.com
City of Tamarac 6011 Nob Hill Rd. Tamarac, FL 33321	Troy Gies Budget & Contracts Manager	Tel: 954)-597-3718 Fax: (954)-549-3710 Email: troy.gies@tamarac.org
City of Coral Gables 2800 S.W. 72 nd Avenue Miami, FL 33155	Pam Katsaris Procurement Division	Tel: 305-460-5102 Fax: 305-261-1601 Email: pkatsaris@coralgables.com
Town of Davie 6509 Orange Dr. Davie, FL 33314	Phillip R. Holste Assistant Town Administrator	Tel: (954) 797-1041 Email: Phillip_holste@davie-fl.gov

4. Non-Mandatory Pre-Proposal Meeting

All Proposers or their representatives are strongly urged to attend a non-mandatory pre-proposal meeting. This information session presents an opportunity for the Proposer to clarify any concerns regarding the RFP requirements. Questions regarding the scope of services will be answered and Proposers will be able to familiarize themselves with conditions that may affect the proposal price.

The Proposer is cautioned that, although the pre-proposal meeting is optional, no modification or any changes will be allowed in the pricing because of the failure of the Proposer to have attended the meeting. Submission of a proposal will be construed that the Proposer is acquainted sufficiently with the work to be performed. Proposer shall carefully and thoroughly examine the Contract Documents before submitting a bid.

5. Minimum Qualification Requirements

5.1 Proposers shall be licensed to conduct business in the State of Florida and, as applicable, demonstrate evidence that they are an authorized Hazardous Waste Generator, Transporter and Handler under the State's Department of Environmental Protection guidelines.

5.2 Proposer shall have at least two (2) years of verifiable full-time in providing services similar to those specified herein, preferably with experience in a government setting. It may be necessary to produce evidence that Proposer has established a satisfactory record of performance for a reasonable period of time.

The Proposer must also be prepared to submit on the City's request, within seven (7) calendar days of the request, further evidence as to the qualifications such as financial data, previous experience, and/or evidence of legal qualifications to perform the work.

6. Proposal Format

The proposal shall contain three (3) sections:

Section 1: Qualifications and Experience

The proposal should give a description of the firm, including the size, range of activities, etcetera. Particular emphasis should be given as to how the firm-wide experience and expertise in this type of project will be brought to bear on the proposed project. The proposal must also identify the contact person and telephone number.

- a) Clearly describe the ability to perform the scope of services proposed including a work plan with an explanation of the methodology to be followed to perform the services required of this proposal.
- b) Provide resume and fact sheet for firm indicating how it meets the minimum qualification requirements stipulated above.
- c) Provide resumes for all of firm's employees that will be used in providing the services specified herein.
- d) Include a list of awards or recognitions obtained, bonding capabilities, fieldwork capabilities and any other items of interest to support a claim to excellence.

Note: The Proposer must also be prepared to submit on the City's request, within seven (7) calendar days of the request, further evidence as to the qualifications such as financial data, previous experience, and/or evidence of legal qualifications to perform the work.

Section 2: Resources and Availability

- a) Describe the firm's management plan to be used, staffing configuration and safety protocols.
- b) Provide information about the equipment and services at the firm's disposal.

Section 3: References

- a) Proposer shall provide a list of at least three (3) clients that Proposer has provided similar services in the past two (2) years, at least one (1) of which are governmental entities. For each client reference include:
 - i. Project name and location
 - ii. Scope of services provided
 - iii. Cost of project
 - iv. Contact person, title, business address, telephone and email address
 - v. Start and completion date of the contract
- b) Proposer is responsible for verifying correct phone numbers, email addresses and contact information. Failure to provide accurate data may result in the reference NOT being considered.

7. Competency of Proposers

Proposals shall be considered only from firms that have two (2) or more years experience in providing products and services similar to those specified herein and that are presently or recently engaged in the provision of these services. It may be necessary to produce evidence that they have established a satisfactory record of performance for a reasonable period of time.

8. Conditions for Emergency/Hurricane or Disaster

It is hereby made a part of this agreement that before, during and after a public emergency, disaster, hurricane, flood or other substantial loss that the City of Coconut Creek and participating agencies shall require a **“first priority”** basis for services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public safety and health, as determined by the City Manager. Awarded Proposer agrees to rent/sell/lease all goods and services to the City and participating agencies or other governmental entities, as opposed to a private citizen or corporation, on a first priority basis. The City expects to pay a fair and reasonable price for all products/services in the event of a disaster, emergency or hurricane. Awarded Proposer shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.

9. Performance

It is the intention of the City to obtain the services as specified herein from a source of supply that will give prompt and convenient service. The awarded Proposer must be able to perform as required under the scope of services. Any failure of Contractor to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the City. The City reserves the right to obtain these services from other sources, when necessary, should Contractor be unable to perform on a timely basis and such delay may cause harm to the using department or City residents.

10. Schedule of Events

The City will use the following tentative time schedule in the selection process. The City reserves the right to change and/or delay scheduled dates.

Event	Date
RFP Available	Sun., May 6, May 13, 2018
Non-Mandatory Pre-Proposal Meeting	Mon., May 21, 2018 at 10:00 a.m.
Last Date of Receipt of Questions	Thur., May 24, 2018 at 5:00 p.m.
Addendum Release (if required)	Wed., May 30, 2018
Proposals Due	Wed., June 6, 2018 at 11:00 a.m.
Compliance Review	June 7 - 14, 2018
Selection Committee Evaluations/Short List	June 18 - 21, 2018
Oral Interviews/Selection of 1 st Ranked Proposer	Tues., July 10, 2018
Contract Negotiations with 1 st Ranked Proposer	Wed., July 11, 2018
Commission Award of Contract	Thur., September 13, 2018

11. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, or delay or failure of service from a public utility needed for their performance, provided that:

- A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

- C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- D. The non performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

12. Proposal Submission

- 12.1 Proposer shall use the electronic eBid System to submit a response. **The proposal shall be signed by a representative who is authorized to contractually bind the Proposer. Proposer shall upload the response as one (1) file to the eBid System.** The maximum file size is 25MB, however, that maximum applies to each file, not the Proposal itself. You are allowed an unlimited number of attachments with the 25MB being the maximum file size.
- 12.2 Proposer's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of bid documents was obtained electronically from the eBid System and no alteration of any kind has been made to the solicitation.
- 12.3 All blanks on the proposal form(s) must be completed and notarized if applicable. Names must be typed or printed below the signature. Facsimile proposals will not be accepted.
- 12.4 Each Proposer for services further represents that the Proposer has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the contract documents.
- 12.5 Only one (1) proposal from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the City that any Proposer is interested in more than one (1) proposal for work contemplated, all proposals in which such a Proposer is interested will be rejected. Proposer by submitting this proposal certifies that the proposal is made without previous understanding, agreement or connection with any person, firm or corporation making a proposal for the same material, supplies, equipment or services and is in all respects, fair and without collusion of fraud.
- 12.6 Each Proposer by signature and by submission of a response, represents that the Proposer has read and understands the contract documents, has completed all required fields and the proposal has been made in accordance therewith.
- 12.7 The submittal of a proposal by a Proposer will be considered by the City as constituting an offer by the Proposer to perform the required services at the stated prices.
- 12.8 All proposals received from Proposers in response to this Request for Proposals will become the property of City and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

- 12.9 As the best interest of the City may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. The City will determine which Proposers are “responsible and responsive”.

13. Evaluation Method and Criteria

The City will assemble a Selection Committee comprised of qualified City staff or other persons selected by the City. The selection of a Proposer with whom to contract shall be based on the proposal most advantageous to the City based on the “best value to the City” using the following criteria:

Criteria

- 1) Operational Plan for the City
- 2) Qualifications and Experience
- 3) Resources and Availability
- 4) Past Performance
- 5) Price

- 13.1 The above criterion is provided to assist the Proposers in the allocation of their time and efforts during the submission process. The criterion also guides the Selection Committee during the short-listing and final ranking of Proposers by establishing a general frame work for those deliberations. Past performance of Proposers services may also be included in determining recommendation for award. During the evaluation process, City reserves the right, where it may serve the City of Coconut Creek’s best interest to request additional information or clarification from Proposers.

- 13.2 Each proposal will be evaluated individually and in the context of all other proposals. Proposals must be fully responsive to the requirements described in this RFP and to any subsequent requests for clarification or additional information made by the City through written addenda to this RFP. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified. There is no obligation on the part of the City to award the proposal to the lowest priced Proposer, and the City reserves the right to award the contract to the Proposer submitting the best overall responsive proposal which is most advantageous and in the best interest of the City in achieving the study or project, and to waive any irregularity or technicality in the proposals received. The City shall be the sole judge of the proposals that offer the best value and the resulting agreement that is in its best interest and its decision shall be final.

- 13.3 While the City allows Proposers to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining the Proposer who is most advantageous to the City.

14. Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this RFP. A responsive proposal is one which follows the requirements of the RFP includes all documentation, is submitted in the format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in a proposal being deemed non-responsive.

15. Selection Process

The Selection Committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The Selection Committee will rank (where one (1) is the highest ranking) all responsive proposals and determine a minimum of three (3), if more

than three (3) proposals are responsive, to be finalists for further consideration. If less than three (3) responsive proposals are received, the Selection Committee will give further consideration to all responsive proposals.

Oral Presentations

The top three (3) short-listed Proposers/finalists may be required to provide an oral presentation in support of their proposals or to exhibit or otherwise demonstrate the information contained therein or by conference telephone call for clarification purposes only, prior to a recommendation being presented to the City Commission. The Proposer's manager assigned to this contract shall be the sole presenter(s). The Selection Committee will then re-rank the finalist's based on their proposal submission and presentation in accordance with the criteria listed herein. Should the City require such oral presentation, the Proposer will be notified seven (7) days in advance to appear before the Selection Committee.

The first ranked Proposer resulting from this process will be recommended to the Coconut Creek City Commission for award. The recommended Proposer may be required to appear before the City Commission to answer questions for contract award.

16. Best and Final Offers

When in the best interest of the City, the Procurement Officer may request the submission of best and final offers. The request for best and final offers shall be in writing and shall establish a common date and time for the submission. Best and final offers shall be submitted only once; provided, however, the Procurement Officer may make a written determination that it is in the City's best interest to conduct additional discussions or change the City's requirements and require another submission of best and final offers. Otherwise, no discussion of or changes in the best and final offers shall be allowed prior to award. Vendors shall also be informed that if they do not submit a notice of withdrawal or another best and final offer, their immediate previous offer will be construed as their best and final offer.

17. Negotiations

Contract(s) may be awarded on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint. Pursuant to Paragraph 5(b) of Section 287.055, Florida Statutes, the City, at its sole discretion, reserves the right to enter into contract negotiations with the number one ranked, responsive, responsible Proposer. If the City and said Proposer cannot negotiate a Successful Contract, the City may terminate said negotiations and begin negotiations with the number two ranked, responsive, responsible Proposer. This process will continue until a contract acceptable to the City has been executed or all proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

18. Award of Contract

18.1 Responses will be electronically unsealed in a public forum and read aloud. A Selection Committee will evaluate the proposals based on the criteria stated herein. The City is the sole judge in evaluation considerations. It is the City's intent to award the contract to one (1) Proposer; however, the City reserves the right to award the contract to two (2) or more Proposers including specific portions of the program if the City deems it is in its best interest.

18.2 The Contract will be awarded only to a responsible and responsive Proposer(s) licensed and qualified by experience to do the work specified. The Proposer shall submit, prior to award of Contract, satisfactory evidence of his experience in like work and that he is fully prepared with the necessary organization, capital, and equipment to complete the scope of

work. Proposer shall be insured, licensed, and certified by all applicable local, county, and state agencies.

- 18.3 All Proposers will be notified in writing when the City Commission makes an award. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the City Commission to be in the best interest of the City. The City Commission's decision of whether to make the award is in the best interest of the City and shall be final.
- 18.4 The Proposer warrants to the City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.
- 18.5 This signed proposal is considered an offer on the part of the Proposer, which offer shall be considered accepted upon approval by the City Commission of Coconut Creek. Within ten (10) days after receiving Notice of Award, the Successful Proposer shall submit a revised Certificate of Insurance naming the City of Coconut Creek as additional insured for all liability policies for approval by the City's Risk Manager.

19. Contract Term

- 19.1 The initial contract period shall be for two (2) years. The City reserves the right to extend the contract for two (2) additional two (2) year periods, providing both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the City. Successful Proposer shall give written notice to the City not less than ninety (90) days prior to renewal date of any adjustment in the initial Contract amount. Contract renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the City.
- 19.2 In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Contract Administrator. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate(s) in effect when the City invokes this extension clause.

20. Price

Proposer shall quote a firm, fixed cost for the items listed in the Detailed Requirements - Scope of Services and shall submit prices electronically through the eBid System "Line Items" tab. Pricing shall include all costs associated with the project including labor, equipment, supplies, management, etc.

21. Cost Adjustments

- 21.1 Costs for all services purchased under this contract shall remain firm for the initial contract period. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed five percent (5%) per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (All Items), for the Miami-Ft. Lauderdale, FL area, as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase or decrease in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one (1) year prior. Any requested price increase shall be fully documented and

submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the Contractor a reasonable reduction in costs that reflect such cost changes in the industry.

- 21.2 The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or any decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted prices and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

22. Insurance Requirements

Throughout the term of this Contract, Successful Proposer and/or any and all subcontractors or anyone directly or indirectly employed by either of them shall maintain in force at their own expense, insurance as follows:

22.1 Workers' Compensation

Statutory Limits of coverage to apply for all employees in compliance with all applicable State of Florida and federal laws. The policy must include Employers Liability with a limit of \$100,000.00 each accident.

Note: Proposers who are exempt from Florida's Workers' Compensation law must provide proof of such exemption issued by the Florida Department of Financial Services, Bureau of Workers' Compensation.

22.2 General Liability

Commercial General Liability insurance with limits not less than \$1,000,000.00 each occurrence combined single limit for Bodily Injury and Property Damage including coverage for premises/operations, contractual liability, personal injury, explosion, collapse, underground hazard, products/completed operations, broad form property damage, cross liability and severability of interest clause. This policy of insurance shall be written in an "occurrence" based format.

22.3 Automobile Liability

Comprehensive or Business Automobile Liability insurance with limits not less than \$500,000.00 each occurrence combined single limit for Bodily Injury and Property Damage including coverage's for owned, hired, and non-owned vehicles and/or equipment as applicable. This policy of insurance shall be written in an "occurrence" based format.

22.4 Professional Liability / Errors and Omissions Coverage (If Applicable)

If the Bidder is to provide professional services under this Agreement, the Bidder must provide the City with evidence of Professional Liability insurance with, at a minimum of \$1,000,000.00 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance. Coverage shall include all claims arising out of the Consultant's operations or premises, any person directly or indirectly employed by the Consultant, and the Consultant's obligations under indemnification under this contract.

Consultant acknowledges that the City is relying on the competence of the Consultant to design the project to meet its functional intent. If it is determined during construction of the project that changes must be made due to Consultant's negligent errors and omissions, Consultant shall promptly rectify them and shall be responsible for additional costs, if any,

of the project to the proportional extent caused by such negligent errors or omissions at no cost to City.

22.5 General

Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit and provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence limits specified above.

Should any required insurance lapse during the Contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option terminate this Agreement effective on the date of such lapse of insurance.

Auto Liability and General Liability policies shall be endorsed to provide the following:

- a) Name as Additional Insured the City of Coconut Creek and its Officers, Agents, Employees and Commission Members.
- b) That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that insurance applies separately to each insured against whom claims are made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

All policies shall be endorsed to provide sixty (60) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:

City of Coconut Creek
4800 West Copans Road
Coconut Creek, Florida 33063

The issuing agency shall include full name, address and telephone number in each insurance certificate issued.

Certificates of Insurance, in form and evidencing all required insurance and endorsements, shall be submitted with the Proposer's Proposal Package. If Proposer is Successful Proposer, then prior to commencement of Contract, Proposer must submit a revised Certificate of Insurance naming the City of Coconut Creek as Additional Insured for all liability policies.

22.6 Insurance Company and Agent

All insurance policies herein required of the Successful Proposer shall be written by a company with a A.M. Best rating of A-VII or better that is duly authorized and licensed to do business in the State of Florida and shall be executed by agents, thereof that are duly licensed as agents in said state.

Note: A copy of **any** current Certificate of Insurance shall be included with your proposal.

23. Dispute Resolution

23.1 Dispute Resolution Process

- a) All claims, disputes and controversies arising out of or related to the performance, interpretation, application or enforcement of this Agreement, including but not limited to claims for payment and claims for breach of this Agreement, shall be settled internally with the City Manager or designee.
- b) In the event a dispute cannot be settled through the chain of command set forth in this section, all claims, disputes and controversies shall be referred to mediation before initiation of any adjudicative action or proceeding at law or in equity, unless it shall be unreasonable to do so or an emergency situation or necessity dictates otherwise. All applicable statutes of limitations and defenses based on the passage of time shall be tolled while the mediation process is pending. The parties will take all reasonable measures necessary to effectuate such tolling.
- c) Either party may initiate the mediation process by delivering written notice to the other party that sets forth with particularity the nature of the party's claim or demand, the authority for making the claim or demand, a proposed remedy, the nature and extent of any monetary claim, and a request for mediation. The Contractor and City shall then participate fully in the mediation process and conscientiously attempt to resolve their dispute. The mediation shall be conducted in Broward County, Florida, in accordance with the Florida Supreme Court's mediation rules, within sixty (60) days after the joint selection of a certified civil mediator who is mutually acceptable to both parties. If a dispute is not resolved pursuant to mediation within sixty (60) days after the initiation of the mediation conference, either party to the dispute may elect to resolve the dispute by initiating litigation in a court of competent jurisdiction in Broward County, Florida, after providing ten (10) days' advance written notice to the other party.
- d) The parties agree that any claim filed in state or federal court concerning this Agreement shall be heard by a judge, sitting without a jury. THE CITY AND THE CONTRACTOR HEREBY KNOWINGLY, VOLUNTARILY, AND PERMANENTLY WAIVE ANY RIGHT THEY MAY HAVE TO A JURY TRIAL CONCERNING THE PERFORMANCE, INTERPRETATION, APPLICATION, OR ENFORCEMENT OF THIS AGREEMENT.

24. Inspection, Direction, and Payment

- 24.1** The work will be conducted under the general direction of the Public Works Director or designee, and is subject to inspection by his appointed inspectors to insure compliance with the terms of the Contract.
- 24.2** Contractor shall submit invoice(s) after each event. The City shall pay the Contractor the amount due on its invoice within thirty (30) days after approval of said invoice by the Public Works Director or designee. For Joint Events, where two (2) or more of the Participating Cities listed herein coordinate an event together, Contractor shall submit separate invoices for each Coordinating Participating City, payable to Contractor by the respective Coordinating Participating City.
- 24.3** If, at any time during the Contract, the City shall not approve or accept the Contractor's work performance, and an agreement cannot be reached between the City and the Contractor to

resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the services provided.

- 24.4** The City of Coconut Creek, without invalidating the Contract may make changes to increase or decrease services and/or locations as required. Such work shall be executed under the conditions of the original Contract.
- 24.5** It shall be the responsibility of the Successful Contractor to repair, rebuild or restore to its former condition, any and all portions of existing utilities, structures, equipment, appurtenances or facilities which may be disturbed or damaged due to Contractor's neglect or maintenance operations.

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SECTION III DETAILED REQUIREMENTS – SCOPE OF SERVICES

1. General

- 1.1.** The primary objective of this solicitation is to obtain the services of one (1) or more Contractor who shall provide hazardous waste categorization, identification, collection, packaging, transportation, shipping, disposal, and related services for the City's Household Hazardous Waste (HHW) Collection Program in the most cost effective manner. The HHW Collection Program as designed will provide an outlet for proper disposal of household hazardous wastes for a "one day" collection event for selected noxious and special waste. The "one day" collection event can occur in two (2) formats: 1) a City-exclusive Event that is open only to one (1) City's residents and operations, or 2) a Joint Event wherein two (2) or more Participating Cities, listed in Section II, "Special Terms and Conditions," coordinate a time and location for the drop-off of household hazardous waste, special waste, and electric waste that is open to residents and operations of the Coordinating Participating Cities.
- 1.2.** The Contractor shall offer to provide collection, packaging, transportation and disposal of Hazardous Waste Material generated by City residents and City operations, and those of the Coordinating Participating Cities in a Joint Event.
- 1.3.** For Joint Events, it is the intent to have residents from each community jointly use Contractor's services on a given date, at a specified location. Each of the Participating Cities may choose to coordinate with one (1) or more other Participating Cities to host a Joint Event. Two (2) or more Participating Cities that decide to coordinate in this manner will be referred to herein as "Coordinating Participating Cities". A minimum of twelve (12) Joint Events among Coordinating Participating Cities will be coordinated per year. Other City-exclusive Events, or single City events, may occur throughout the year without the need of coordination among the Participating Cities.

2. Contractor Responsibilities

- 2.1.** The Contractor is and shall perform this agreement as an Independent Contractor and, as such, shall have and maintain complete control over all of its personnel and operations. Neither the Contractor nor anyone employed by the Contractor shall represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the City.
- 2.2.** Contractor shall provide necessary personnel, with experience in HHW field operations, including the identification, characterization, and handling of HHW for the collection event unless alternate arrangements with City have been pre-approved. Required staffing levels will be set for each remote collection event based on historic participation data and as mutually agreed upon by the City and the Contractor. All Contractor personnel shall have required up to date OSHA 29 CFR 1910.120 training. Contractor shall submit copies of certifications to City upon request.

Contractor shall provide ALL of the necessary equipment and material for setting up and operating at the City collection site and any other site designated for a HHW Collection Event. Necessary equipment shall include, but not be limited to, sorting tables, tarps, tents, traffic cones, pallet jacks, portable eye wash, drum dolly, pallets, drum liners, carts, trash cans, emergency air horn, and spill kits.

- 2.3** For Joint Events coordinated among specific Participating Cities, Contractor must prepare separate invoices for each Participating City that helped coordinate the Joint Event. Contractor may charge a flat fee for the preparation and processing of the invoices. Such flat fee will be evenly divided among the Coordinating Participating Cities for the given Joint Event. The flat fee must be listed in the Proposer's quote and must be submitted electronically through the eBid System with the other price breakdowns in the "Line Items" tab.

Invoices for Joint Events must reflect a division of the Contractor's overall costs, not including the invoice flat fee, wherein each of the Coordinating Participating Cities share the costs proportionally based on the users from each Coordinating Participating City. For example, two (2) Participating Cities decide to coordinate a Joint Event. If thirty (30) residents from City "A" and seventy (70) residents from City "B" that used the Contractor's services at the Joint Event. Coordinating Participating City "A" will be invoiced and responsible for payment of thirty percent (30%) of the Contractor's overall costs plus fifty percent (50%) of the Contractor's flat fee for invoicing at the Joint Event. Coordinating Participating City "B" will be invoiced and responsible for payment of seventy percent (70%) of the Contractor's overall costs plus fifty percent (50%) of the Contractor's flat fee for invoicing at the Joint Event. The City hosting the event, a Joint Event or otherwise, ("Host City"), will determine who may use the event and is responsible for documenting usage. In a Joint Event, the Host City will convey to the Contractor the percentage of users from each Coordinating Participating City so the Contractor may bill proportionately. Additionally, the Host City shall provide each Coordinating Participating City with the same information.

3. Collection Event Implementation

- 3.1.** A pre-collection coordination meeting between Contractor's Event Coordinator and the Host City's Event Coordinator shall be held in advance of the event. The collection location shall be completely set up prior to the collection of items specified by the Host City. A joint inspection by the Contractor's Event Coordinator and the Host City's Event Coordinator will be made prior to each event. Any observed deficiencies shall be corrected prior to opening the collection location to the public.
- 3.2.** The Contractor shall establish the configuration of the collection center to allow participants to deliver waste materials in a drive through pattern without leaving their vehicle. The traffic layout is to be mutually agreed upon between the Host City's Event Coordinator and Contractor's Event Coordinator. Specific legible instructions and traffic control signs shall be provided by the Contractor as required and shall be posted to inform participants of their responsibilities and to ensure the safe and smooth flow of traffic.
- 3.3.** Disposal costs shall be based on the net weight of waste or by each piece as quoted on the bid sheet. Weight shall be determined by on-site weighting. A scale shall be provided by the Contractor. Calibration shall be from 1 to 650 pounds certified by the Department of Agriculture. Container weights are excluded and tare weights shall be subtracted and noted on the invoice(s). Prior to each event, Contractor shall make available the precise weight of all shipping containers that will be utilized in the operation.
- 3.4.** Net weight shall include all materials inside the container including absorbent materials when used. Only vermiculite or organic absorbents are allowed for use except where incompatible with the waste. Other absorbents such as clay absorbent are not permitted.
- 3.5.** The Contractor shall provide on-site identification of all hazardous waste received at the collection facility. Identification shall be sufficient to properly package all hazardous waste

pursuant to USDOT requirements and to ensure acceptance at an EPA permitted storage, treatment or disposal facility.

- 3.6.** The Contractor shall make provisions to consolidate compatible hazardous wastes in order to minimize per unit disposal costs. Additionally, the Contractor shall make provisions to bulk flammable materials or other compatible wastes, if such options are available.
- 3.7.** Contractor is expected to remain at the collection site until all hazardous materials are safely stored and hauled/removed. Contractor shall ensure the site is completely free of any residual HHW. The Contractor shall prepare and maintain Uniform Hazardous Waste Manifests (USEPA Form 8700-22) in accordance with 40 CFR Part 262, Sub-part B, for all hazardous waste collected during events and transported from the City. Further, the Contractor shall provide copies of all Uniform Hazardous Waste Manifests to the Host City within a mutually agreed upon time period. The final manifest shall be submitted to the Host City within sixty (60) business days after the event.
- 3.8.** Invoices shall be submitted to the City, or in the instance of a Joint Event, to all Coordinating Participating Cities, within sixty (60) days of completion of service. Invoices shall note correspondence and manifest numbers where applicable.
- 3.9.** The Contractor shall comply with pre-Transport requirements of 40 CFR Part 262, Sub-part C. Only state and federally approved containers and packing materials shall be utilized for the packaging and transport of hazardous waste.
- 3.10.** The Contractor shall comply with 40CFR Part 2, "Standard Applicable to Transporters of Hazardous Waste"; Chapter 17-730, Part 3 Florida Administration Code; and all applicable USDOT requirements for transportation of hazardous materials.
- 3.11.** The Contractor shall ensure that all transporters possess local, state and federal transporter permits, and that all local, state and federal regulations concerning packaging and transport of hazardous waste encountered en route are in compliance.
- 3.12.** The Contractor shall provide a statement of agreement with any treatment/storage/ disposal facility not owned by the said Contractor.
- 3.13.** The Contractor shall provide the Host City with a Drum Summary Breakdown sheet indicating manifest number and container content sheet numbers for each drum of hazardous waste collected during events within mutually agreed upon time period. Contractor shall also provide an invoice to the Host City that is a cross reference sheet for every disposal line item which shall include description, size of container, quantity, and all drum numbers per category as they appear on the Drum Summary Breakdown.
- 3.14.** During the planning for each City event, or a Joint Event, the Contractor shall identify tasks which can be performed by the Host City personnel and volunteers, with and without direction from the Contractor's professional staff.
- 3.15.** The Contractor shall coordinate with the Host City's Event Coordinator to implement an as-needed "milk-run" arrangement to pick-up material stored in the Host City's household hazardous waste containment unit or authorized Host City facility or location.

- 3.16. The Host City's Event Coordinator shall have the authority to remove anyone from the site, and prohibit their re-entry.
- 3.17. The Contractor shall provide Certificate of Disposal for all hazardous waste collected during events to the City, and in a Joint Event, to all Coordinating Participating Cities, within sixty (60) days of waste manifest date.
- 3.18. Contractor shall be deemed to be the "generator" (for the purposes of Florida and Federal laws and regulations) of all materials accepted by the Contractor for the HHW Collection Program.
- 3.19. Contractor shall assure that materials for which Contractor accepts generator status shall be accepted for disposal at the final disposal site(s).
- 3.20. **Contractor shall be responsible for all materials collected at events and once collected, shall be responsible for the packaging, removal and disposal of these materials. Contractor shall use due care when accepting materials at Host City events to identify non-acceptable wastes and return to the person(s) attempting to use Host City event for disposal. Costs for packaging, removal and disposal shall be borne by the Contractor unless otherwise agreed upon by City, or in the case of a Joint Event, agreed upon by all Coordinating Participating Cities, in writing.**
- 3.21. Contractor shall be, and shall remain, liable in accordance with applicable law for all damages to the City caused by Contractor's negligent performance of any of the services, furnished pursuant to this Contract, except for errors, omissions, or other deficiencies to the extent solely attributable to the City, City furnished data or any third party data. Contractor shall not be responsible for time delays caused by circumstances beyond the Contractor's control.
- 3.22. The Contractor shall dispose of all hazardous wastes that cannot be recycled at a USEPA-permitted (RCRA Part B Permit required) hazardous waste disposal site approved by the Host City. Any exception to this type of management must be approved by the Host City and FDEP. Contractor shall allow City staff and/or its agent(s) to visit and inspect disposal facility(ies).
- 3.23. Electronics shall be recycled by vendors who have either the Responsible Recycling (R2) Standard for Electronics Recyclers or the eStewards Standard for Responsible Recycling and Reuse of Electronic Equipment (e-Stewards) certification.
- 3.24. Contractor shall remove all accepted waste at the end of each collection event unless the waste is to be secured in special storage containment units and approved by the Host City, in writing. If stored, all accepted waste shall be removed by Contractor upon request and through coordination with the Host City.
- 3.25. No disposal of HHW waste shall be provided using Class I, Class II, or Class III landfill. Landfilling of materials such as household batteries and solid fertilizers may be allowed with the written permission of the City's Contract Administrator, in a Subtitle "C" secured hazardous waste landfill.

4. Health and Safety

- 4.1. Contractor shall provide all spill control measures which are necessary to control any type of spill.

- 4.2. Contractor shall be completely responsible for the cleanup and any associated costs of any spill as a result of their activities at the pickup site, during transportation, or at the disposal facility.
- 4.3. Contractor shall clean up spills in accordance with Federal, State and Local regulations and verify that the cleanup meets applicable cleanup standards. City reserves the right to verify costs and quality of any such cleanup required of the Contractor in performing tasks under the terms and conditions of this contract.
- 4.4. The Contractor shall prepare and submit information to the City sufficient to complete the annual hazardous waste generator report required by FDEP and submit a hazardous materials hauler report to Broward County's Environmental Protection Department. Data must be accessible to all co-op cities online.
- 4.5. The Contractor shall provide an annual report which shall list all HHW collected during each event, disposition of all hazardous waste collected, and the total cost to the City.
- 4.6. All reports produced by the Contractor during the contract term shall become the property of the City without restrictions or limitations upon their use.
- 4.7. The Contractor shall provide to the City a copy of any regulatory notices or citations issued at any transfer, treatment, or disposal facility that is or has been used for City HHW within ten (10) working days of issue.

5. City Responsibilities

- 5.1. The Host City shall monitor, oversee and supervise all collection events. Designated Event Coordinator from the Host City shall be on-site to coordinate activities and assist in resolving any problems that arise.
- 5.2. The Host City staff shall be responsible for determining who is permitted to participate in the event.
- 5.3. The Host City will coordinate vehicle flow and provide traffic control devices as needed.
- 5.4. The Host City reserves the right to cancel or reduce the hours of operation of any scheduled collection due to inclement weather, reduced participation, funding shortfalls, or other reasons.
- 5.5. The Host City will provide bathroom facilities.
- 5.6. The Host City reserves the right to remove any materials from the waste stream (such as oil, batteries, paint, tires, electronics, or other commodities) for recycling or alternative disposal. Contractor shall segregate these materials at Host City's request for recycling or alternative disposal.
- 5.7. The Host City reserves the right to provide some or all of qualified staff, equipment, or materials required for setting up or operating the collection center(s).
- 5.8. The Host City will distribute informational materials and conduct surveys at all collection events.
- 5.9. The Host City will be responsible for all costs associated with the proper handling, transportation, and disposal of household hazardous wastes as provided by this agreement as

per the unit prices awarded under the contract, except as outline herein for Joint Events wherein the costs will be shared proportionally among the Coordinating Participating Cities.

- 5.10.** The City, or Host City, will not be responsible or liable for the collection, packaging, transportation, or disposal of non-household hazardous waste accepted by the Contractor, nor for the costs incurred by the Contractor in performance of this work. The Host City shall provide a dumpster for non-household hazardous waste at all collection events.
- 5.11.** The Host City shall be responsible for providing all necessary Personal Protective Equipment (PPE) to its employees, including but not limited to, Tyvek coveralls, safety glasses, gloves, respirators, work boots and hardhats.

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SECTION IV - REQUIRED DOCUMENTS**Proposal Requirements Checklist**

Proposer has completed the required documents listed in the checklist below. The required documents shall be executed, notarized (if applicable), and submitted as a condition to this Request for Proposals.

Proposer shall electronically submit all required documents and any other pertinent information electronically through the eBid System.

Required Documents	Yes	No
Proposer Information	<input type="checkbox"/>	<input type="checkbox"/>
Proposal Confirmation	<input type="checkbox"/>	<input type="checkbox"/>
Indemnification Clause	<input type="checkbox"/>	<input type="checkbox"/>
Non-Collusive Affidavit	<input type="checkbox"/>	<input type="checkbox"/>
Proposer's Qualification Statement	<input type="checkbox"/>	<input type="checkbox"/>
Drug-Free Workplace Form	<input type="checkbox"/>	<input type="checkbox"/>
Sworn Statement on Public Entity Crimes	<input type="checkbox"/>	<input type="checkbox"/>
Exceptions to the RFP	<input type="checkbox"/>	<input type="checkbox"/>
Operational Plan – Scope of Services Proposed	<input type="checkbox"/>	<input type="checkbox"/>
Submitted Pricing through the eBid System "Line Items" Tab	<input type="checkbox"/>	<input type="checkbox"/>
Proposal: (1) Qualifications and Experience (2) Resources and Availability (3) References	<input type="checkbox"/>	<input type="checkbox"/>
Certificate of Insurance	<input type="checkbox"/>	<input type="checkbox"/>
Business Tax Receipt	<input type="checkbox"/>	<input type="checkbox"/>
Copies of Valid Licenses	<input type="checkbox"/>	<input type="checkbox"/>

PROPOSER INFORMATION

Communications concerning this proposal shall be addressed to:

Company Name: _____

Social Security/Federal Tax I.D. No.: _____

Proposer's Name (Print): _____ Title: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Email: _____

ACKNOWLEDGEMENT OF ADDENDA

Instructions: Complete Part I or Part II, Whichever Applies

Part I:

Proposer has examined copies of all the Contract Documents and of the following Addenda (receipt of all which is hereby acknowledged).

Addendum No: _____	Dated: _____

Part II:

No Addendum was received in connection with this RFP.

It is understood and agreed by Proposer that the City reserves the right to reject any and all proposals, to make awards on all items or any items according to the best interest of the City, and to waive any irregularities in the proposal or in the proposals received as a result of the RFP. It is also understood and agreed by the Proposer that by submitting a proposal, Proposer shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties.

Proposer's Authorized Signature

Date

Proposer's Printed Name

**HOUSEHOLD HAZARDOUS WASTE COLLECTION
AND DISPOSAL SERVICES
RFP NO. 06-06-18-11**

SCHEDULE OF PROPOSAL PRICES

PROPOSER SHALL SUBMIT PRICES ELECTRONICALLY THROUGH
THE EBID SYTEM "LINE ITEMS" TAB

Line	Description – QUANTITIES ARE ESTIMATES ONLY	UOM	QTY
1	Mobilization for remote collection events only: Does not apply to fixed facility drum pickups, mobilization of contract labor and supply deliveries.	PKG	
1.1	One Day Remote Event Mobilization. Fixed Price to include all staff and equipment.	EA	22
2	Contract Labor for Remote Collection Events: Hourly rates based for contract personnel on site during operating hours. Does not include mobilization and travel time to Remote Collection Events and/or Fixed Facilities.	PKG	
2.1	Regular Per Hour Rate (8-hours onsite)	HR	1465
2.2	Overtime Per Hour Rate (After 8-hours onsite)	HR	185
3	Supplies Including Delivery	PKG	
3.1	5-Gallon Poly	EA	490
3.2	16-Gallon Poly	EA	200
3.3	30-Gallon Poly	EA	165
3.4	55-Gallon Poly	EA	170
3.5	55-Gallon Steel	EA	830
3.6	85-Gallon Steel	EA	30
3.7	Flex Bin	EA	495
3.8	Fluorescent Bulb Box 8-Ft.	EA	100
3.9	Fluorescent Bulb Box 4-Ft.	EA	270
3.10	Vermiculite (Per 16 lb. bag)	EA	600
4	Waste Disposal: Rates based on material weight (gross package weight minus standard container weights based on container type). Includes transportation and disposal (Prepackaged)	PKG	
	Bulk Liquid Disposal		
4.1	Petroleum Oils	LBS	35500
4.2	Fuels and Solvents Halogenated and Halogenated	LBS	45800
4.3	Antifreeze	LBS	18700
	Batteries Disposal		
4.4	Lead Acid (wet and dry cell)	LBS	39750
4.5	Nickel Cadmium and Nickel Metal Hydride	LBS	1785
4.6	Lithium and Lithium Ion	LBS	2850
	Loose Pack Disposal		
4.7	Aerosol Cans	LBS	34400
4.8	Alkyd (Oil Based) Paint in Cans	LBS	47800
4.9	Pesticides/Poisons Liquid	LBS	23540

4.10	Pesticides/Poisons Solid	LBS	10800
4.11	Solids Containing Flammable Liquids	LBS	25500
	Lab Pack Disposal		
4.12	Corrosives Liquid or Solid Acid or Alkaline	LBS	25270
4.13	Oxidizers Liquid or Solid	LBS	2050
4.14	Organic Peroxides Liquid or Solid	LBS	6340
4.15	Mercury	LBS	195
4.16	Reactives	LBS	10220
	Bulb Disposal		
4.17	Straight Fluorescent Bulbs	EA	17650
4.18	Compact Fluorescent Bulbs	EA	13200
4.19	Metal Halide and Other Various Bulbs	EA	3300
	Compressed Cylinder Disposal		
4.20	Refrigerant/Extinguishers Gases	LBS	2200
4.21	Propane/MAPP Gas	LBS	6360
	Roll-Off Disposal		
4.22	Latex Paint	LBS	504200
5	Group 2 - Electronic Waste	PKG	
5.1	Monitors/TV/CPU's	LBS	12800
5.2	Misc. Small Electronic Devices	LBS	180250
6	Flat Fee for the preparation and processing of invoices for Joint Events only	PKG	
6.1	Please state your "Flat Fee" for processing invoices for Joint Events only	EA	1

VISA PURCHASING CARD:

The City of Coconut Creek has implemented a Visa Procurement Card (P-Card) Program through SunTrust Bank. The City's preference is to pay for goods/services with the P-Card. This program allows the City to expedite payment to our vendors. Some of the benefits of the P-Card Program to the vendor are: payment received within 72 hours of receipt and acceptance of goods, reduced paperwork, issue receipts instead of generating invoices, resulting in fewer invoice problems, deal directly with the cardholder (in most cases).

Vendors accepting payment by the P-Card may not require the City (Cardholder) to pay a separate or additional convenience fee, surcharge or any part of any contemporaneous finance charge in connection with a transaction. Such charges are allowable, however must be included in the total cost of their response. Vendors are not to add notations such as "+3% service fee" in their response. All responses shall be inclusive of any and all fees associated with the acceptance of the P-Card.

Vendors agreeing to accept payment by P-Card must presently have the capability to accept Visa or take whatever steps necessary to implement the ability before the start of the agreement term.

Purchasing Card Acceptance



Why You Should Accept City of Coconut Creek's Purchasing Card

The Challenge

To optimize working capital, buying organizations are requesting that their suppliers accept purchasing cards for payment. By replacing their paper-based accounts payable process with an electronic purchasing card solution, buyers reduce their overall payables cost and suppliers reduce their collection expenses. As a supplier you will be able to accept credit card payments while minimizing your acceptance costs.

The Solution

We would like for you to begin accepting the SunTrust Purchasing Card. Payments made with a purchasing card provide faster receipt of funds, as they are deposited electronically to your checking account. We have partnered with SunTrust to negotiate preferred product and pricing solutions that fit the needs of Business-to-Business (B2B) purchasing card acceptance.

Here's How It Works

SunTrust will provide a computer-based solution that allows you to get the best effective rate for B2B card acceptance. A computer-based application is necessary to authorize and settle transactions at the best available interchange rate, as typical point-of-sale terminals do not have the capability to send the additional required enhanced data with the purchasing card transactions.

What's In It For You

With our B2B solution you will receive payments quicker than through the manual paper-based process. You can also:

- Achieve cost reductions in mail handling, depositing payments and collection
- Have your funds deposited electronically
- Receive payments faster and improved cash flow
- Gain greater visibility to manage cash flow through online reporting
- Increase accounting efficiency
- Receive competitive processing rates and fees
- Eliminate returned or lost checks processing and related expenses
- Experience reduced potential for fraud than with check payments
- Decrease days sales outstanding

City of Coconut Creek Preferred Supplier Acceptance Pricing

We have created a program to allow you to qualify at the best effective rates either by software or through a web-based solution.

Visa® Rate	Purchase Card Level 2	Purchase Card Level 3	Large Ticket Rate
*Interchange Rate	2.00% + \$0.05	1.80% + \$0.10	1.45% + \$35.00
*Assessment Fee	0.0925%	0.0925%	0.0925%
SunTrust Merchant Services Fee	0.20%	0.20%	0.20%
*Effective Rate	2.33%	2.13%	1.78%

*Rate provided by Visa

Purchase Level 2

To qualify for the Visa Level 2 Interchange Rates, the sales tax amount must be reported and the value must be greater than zero.

Purchase Level 3

To qualify for the Visa Level 3 Interchange Rate, Level 3 data (item description, product code, quantity, unit of measure and commodity code) must be reported. If the Sales tax is not applied, a value of zero (0.00) is required.

Purchase Large Ticket

To qualify for the Visa Large Ticket Interchange Rate, Level 2 and Level 3 data must be reported. Any transaction greater than \$6,980 that has the required data elements will qualify for the Visa Large Ticket Rate.

City of Coconut Creek Preferred Product Solution Pricing

Type	Solution Name	Price
Software-based Application	Payment Software	Set-up (one-time): Waived Monthly Access: \$0.00 Per Transaction:\$0.00
Internet-based Solution	Global Gateway e4	Set-up (one-time): Waived Monthly Access: \$9.95 Per Transaction:\$0.05

Value-Added Services

- Preferred Supplier status
- Set preferred processing fees for B2B acceptance
- No cost computer application
- No set-up fee
- No early termination fees
- Online reporting

Supplier Sign-Up:

To begin the supplier enrollment process, please call 855.468.0317.

NON-COLLUSIVE AFFIDAVIT

State of _____)
County of _____)ss.

_____ being first duly sworn, deposes and says that:

- (1) He/she is the _____
(Owner, Partner, Officer, Representative or Agent)
of _____ the Proposer that has submitted the attached proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- (3) Such proposal is genuine and is not a collusive or sham proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham proposal in connection with the work for which the attached proposal has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm or person to fix the price or prices in the attached proposal of any other Proposer, or to fix an overhead, profit, or cost elements of the proposal price or the proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- (5) The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

By: _____

(Printed Name)

(Title)

ACKNOWLEDGEMENT

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____, who is personally known to me or who has produced
_____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp, or
Type as Commissioned.)

PROPOSER'S QUALIFICATION STATEMENT

In order to properly evaluate the proposal submittals, Proposers are expected to complete the questionnaire and include the following documentation. By attesting to this submittal, Proposer guarantees the truth and accuracy of all statements and answers herein contained.

SUBMITTED TO: City of Coconut Creek
Purchasing Division
4800 West Copans Road
Coconut Creek, FL 33063

Check One

Submitted By: _____
Name: _____
Address: _____
City, State, Zip _____
Telephone No. _____
Fax No. _____

- Corporation
- Partnership
- Individual
- Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is: _____

The address of the principal place of business is: _____

2. If Proposer is a corporation, answer the following:

- a. Date of Incorporation: _____
- b. State of Incorporation: _____
- c. President's Name: _____
- d. Vice President's Name: _____
- e. Secretary's Name: _____
- f. Treasurer's Name: _____
- g. Name and Address of Resident Agent: _____

3. If Proposer is an individual or a partnership, answer the following:

- a. Date of Organization: _____
- b. Name, Address and Ownership Units of all Partners: _____

- c. State whether general or limited partnership: _____

4. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name? _____

a. Under what other former name has your organization operated?

7. Indicate (EPA ID #) registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this proposal. Please attach certificate of competency and/or state registration.

8. Litigation/Judgments/Settlements/Debarments/Suspensions:
Submit information on any pending litigation and any judgments and settlements of court cases relative to providing the Household Hazardous Waste Collection and Disposal Services that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government during the last five (5) years.

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

11. State the name of the individual(s) and titles who will personally supervise the work:

12. State the name and address of the attorney, if any, for the business of the Proposer:

13. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual:

14. State the names, addresses and the type of business of all firms that are partially or wholly owned by Proposer:

15. Indicate and provide supporting documentation for status as Hazardous Waste Transporter, Mercury Registration, used oil transporter, and any other registration, license numbers, permits or certificate numbers for the businesses or professions, which are the subject of this proposal. Please upload and include with your submission certificate of competency and/or state registration.

16. List the following information concerning all Proposer's contracts in progress as of the date of submission and completed projects over the last five (5) years. (In case of any co-venture, list the information for all co-ventures.)

<u>Name of Project</u>	<u>Owner</u>	<u>Total Contract Value</u>	<u>Contracted Date of Completion</u>	<u>% of Completion to Date</u>

17. Do you have a complete set of documents, including drawings and addenda, if applicable?
 Yes No

18. Did you attend the pre-proposal conference if any such conference was held?

Yes No No Conference Held

19. Bank References:

Bank	Address/City/State/Zip	Telephone

20. Identify the proposed transporters of all waste materials, including the name, location, license number and type of license, and any fines, citations, or accidents within the last five (5) years.

The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by City in awarding the contract and such information is warranted by Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the contract shall cause the City to reject the proposal, and if after the award, to cancel and terminate the award and /or contract.

Proposer's Signature

Date

**ACKNOWLEDGEMENT
PROPOSER'S QUALIFICATION STATEMENT**

State of _____

County of _____

On this the _____ day of _____, 20____, before me, the undersigned Notary Public of the State of Florida, Personally appeared

_____ And
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

NOTARY PUBLIC

SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Notary Public: Print, Stamp, or Type as Commissioned)

- Personally known to me, or
- Produced identification

(Type of Identification Produced)

- DID take an oath, or
- DID NOT take an oath

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with *Florida Statutes*, Chapter 287, Section 287.087 hereby certifies that _____ does:
(Name of Business)

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

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

Proposer's Signature

Company Name

Date

**SWORN STATEMENT
ON PUBLIC ENTITY CRIMES
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with RFP No. 06-06-18-11 for Household Hazardous Waste Collection and Disposal Services.
2. This sworn statement is submitted by _____ (name of entity submitting sworn statement) whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is _____ and my
(Please print name of individual signing)
relationship to the entity named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, includes but is not limited to:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal

power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, who are active, or who have been active, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity within the last five (5) years of this sworn statement.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Please check all statements that are applicable.**
- Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)
 - There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
 - The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)
9. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **Please check if statement is applicable.**
- The person or affiliate has not been placed on the convicted vendor list.
(If the box is not checked, please describe any action taken by or pending with the Department of General Services.)
10. The herein sworn statement shall be subject to and incorporate all the terms and conditions contained in Section 287.133 of the Florida Statutes.
11. Conviction of a public entity crime shall be cause for disqualification.

Proposer's Name

Signature

Date: _____

State of: _____

County of : _____

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____, who is (who are) personally known to me or who has
produced _____ as identification and who did (did not) take an oath.

Notary Public Signature

Notary Name, Printed, Typed or Stamped

Commission Number: _____

My Commission Expires: _____



**Southeast Florida Governmental Purchasing
Cooperative Group**

CONTRACT AWARD

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to rwhitcomb@greenacresfl.gov for placement on the NIGP SEFL website Cooperative contract page.

BID/RFP No. RFP NO. 06-06-18-11

Description/Title: Household Hazardous Waste Collection & Disposal Services

Initial Contract Term: Start Date: 10/24/2018 End Date: 10/23/2020

Renewal Terms of the Contract: _____ Renewal Options for _____
(No. of Renewals) (Period of Time)

Renewal No. 1 Start Date: 10/24/2020 End Date: 10/23/2022

Renewal No. _____ Start Date: _____ End Date: _____

Renewal No. _____ Start Date: _____ End Date: _____

Renewal No. _____ Start Date: _____ End Date: _____

Extension / Renewal Note: A cost increase is approved for line item 1.1 One Day Remote Mobilization, line item 2.1 Regular Per Hour Rate, line item 4.4 Lead Acid Wet and Dry Cell and line item 5.2 Misc. Small Electronic Devices.

SECTION #1 VENDOR AWARD

Vendor Name: _____

Vendor Address: _____

Contact: _____

Phone: _____ Fax: _____

Cell/Pager: _____ Email Address: _____

Website: _____ FEIN: _____

SECTION #2 AWARD/BACKGROUND INFORMATION

Award Date: _____ Resolution/Agenda Item No.: _____

Insurance Required: Yes _____ No _____

Performance Bond Required: Yes _____ No _____

SECTION #3 LEAD AGENCY

Agency Name: City of Coconut Creek

Agency Address: 4800 West Copans Rd., Coconut Creek, FL

Agency Contact: Lorie Messer Email lmesser@coconutcreek.net

Telephone: 954-956-1584 Fax: _____



FINANCE AND ADMINISTRATIVE SERVICES
PURCHASING AND CONTRACTS DIVISION

4800 WEST COPANS ROAD
COCONUT CREEK, FLORIDA 33063



PETA-GAY LAKE
DEPARTMENT DIRECTOR

August 18, 2020

EMAIL RETURN RECEIPT REQUESTED

Mr. Patrick Ethridge
Clean Harbors Environmental Services
42 Longwater Drive
Norwell, MA 02061
ethridge.patrick@cleanharbors.com

Re: Contract Extension No. 1
Household Hazardous Waste Collection & Disposal Services
RFP No. 06-06-18-11

Dear Mr. Ethridge:

The initial contract period for the referenced project expires on October 23, 2020. Under the terms and conditions of the contract, the City would like to exercise its option to extend this contract for an additional two (2) year term. A cost increase is approved for line items 1.1 one Day Remote Event Mobilization, 2.1 Regular Per Hour Rate – 8 Hours Onsite, 4.4 Lead Acid Wet and Dry Cell, and 5.2 Misc. Small Electronic Devices. All new rates as well as all unchanged rates will be honored for the full length of the two (2) year contract extension term. This would constitute the first of two possible extensions. If it is accepted and approved, it will begin October 24, 2020 and expire on October 23, 2022.

Please advise if a renewal of our current contract is acceptable to your company. Kindly indicate the appropriate information below and return this letter to my attention no later than 5 p.m. EST, Thursday, August 20, 2020.

On behalf of the City of Coconut Creek, we look forward to continuing our long and successful business association with your company. Should you have any questions concerning this letter, please contact me at 954-956-1584.

Sincerely,

LORIE MESSER, CTCM
Purchasing Analyst
lmesser@coconutcreek.net

cc: Malena Zarate, Public Works Project Coordinator

- Yes, I hereby agree to a two-year extension of the contract.
- No, I am unable to provide a two-year extension of the contract for the following reason(s):

DocuSigned by:
 Mitch Osborne
 465310052C6D48C...
 Mitch Osborne
 8/19/2020 | 11:14:48
 Name (print) Signature Date

REVISED PRICING - HOUSEHOLD HAZARDOUS WASTE COLLECTION & DISPOSAL SERVICES						
LINE #	DESCRIPTION	ESTIMATED QUANTITIES	UOM	UNIT PRICE	EXTENDED	
1	Mobilization for remote collection events only. Does not apply to fixed facility drum pickups, mobilization of contract labor and supply deliveries.					
1.1	One Day Remote Event Mobilization. Fixed Price to include all staff and equipment. (Price increase - Renewal 1).	22	EA	\$4,179.00	\$91,938.00	
1.2	Sunday Remote Event Mobilization. Fixed Price to include all staff and equipment.	1	EA	\$5,368.50	\$5,368.50	
2	Contract Labor for Remote Collection Events					
2.1	Regular Per Hour Rate (8-hours onsite) (Price increase - Renewal 1)	1465	HR	\$47.00	\$68,855.00	
2.2	Overtime Per Hour Rate (After 8-hours onsite)	185	HR	\$65.00	\$12,025.00	
3	Supplies Including Delivery					
3.1	5-Gallon Poly	490	EA	\$16.84	\$8,251.60	
3.2	16-Gallon Poly	200	EA	\$20.00	\$4,000.00	
3.3	30-Gallon Poly	165	EA	\$50.12	\$8,269.80	
3.4	55-Gallon Poly	170	EA	\$44.90	\$7,633.00	
3.5	55-Gallon Steel	830	EA	\$44.90	\$37,267.00	
3.6	85-Gallon Steel	30	EA	\$168.35	\$5,050.50	
3.7	Flex Bin	495	EA	\$84.18	\$41,669.10	
3.8	Fluorescent Bulb Box 8-Ft.	100	EA	\$16.84	\$1,684.00	
3.9	Fluorescent Bulb Box 4-Ft.	270	EA	\$16.84	\$4,546.80	
3.1	Vermiculite (Per 16 lb. bag)	600	EA	\$44.90	\$26,940.00	
4	Waste Disposal					
4.1	Petroleum Oils	35500	LBS	\$0.24	\$8,520.00	
4.2	Fuels and Solvents Halogenated and Halogenated	45800	LBS	\$0.37	\$16,946.00	
4.3	Antifreeze	18700	LBS	\$0.37	\$6,919.00	
4.4	Lead Acid (wet and dry cell) (Price increase - Renewal 1)	39750	LBS	\$1.37	\$54,457.50	
4.5	Nickel Cadmium and Nickel Metal Hydride	1785	LBS	\$1.13	\$2,017.05	
4.6	Lithium and Lithium Ion	2850	LBS	\$1.13	\$3,220.50	
4.7	Aerosol Cans	34400	LBS	\$0.92	\$31,648.00	
4.8	Alkyd (Oil Based) Paint in Cans	47800	LBS	\$0.74	\$35,372.00	
4.9	Pesticides/Poisons Liquid	23540	LBS	\$1.25	\$29,425.00	
4.1	Pesticides/Poisons Solid	10800	LBS	\$1.25	\$13,500.00	
4.11	Solids Containing Flammable Liquids	25500	LBS	\$0.91	\$23,205.00	
4.12	Corrosives Liquid or Solid Acid or Alkaline	25270	LBS	\$0.99	\$25,017.30	
4.13	Oxidizers Liquid or Solid	2050	LBS	\$1.25	\$2,562.50	
4.14	Organic Peroxides Liquid or Solid	6340	LBS	\$6.02	\$38,166.80	
4.15	Mercury	195	LBS	\$11.50	\$2,242.50	
4.16	Reactives	10220	LBS	\$6.02	\$61,524.40	
4.17	Straight Fluorescent Bulbs	17650	EA	\$1.37	\$24,180.50	
4.18	Compact Fluorescent Bulbs	13200	EA	\$2.46	\$32,472.00	
4.19	Metal Halide and Other Various Bulbs	3300	EA	\$2.46	\$8,118.00	
4.2	Refrigerant/Extinguishers Gases	2200	LBS	\$6.00	\$13,200.00	
4.21	Propane/MAPP Gas	6360	LBS	\$5.50	\$34,980.00	
4.22	Latex Paint	504200	LBS	\$0.25	\$126,050.00	
5	Group 2 - Electronic Waste					
5.1	Monitors/TV/CPUs	12800	LBS	\$0.35	\$4,480.00	
5.2	Misc. Small Electronic Devicesn (Price increase - Renewal 1)	180250	LBS	\$0.11	\$19,827.50	
6	Flat Fee for the preparation and processing of invoices for Joint Events only					
6.1	Please state your "Flat Fee" for processing invoices for Joint Events only	1	EA	\$0.00	\$0.00	
				TOTALS	\$10,221.33	\$941,549.85

LIST OF PARTICIPATING AGENCIES

AGENCY	CITY CONTACT	CONTACT INFORMATION
City of Coconut Creek 4800 West Copans Rd. Coconut Creek, FL 33063	Lorie Messer Purchasing Analyst	Tel: (954) 956-1584 Fax: (954) 973-6754 Email: lmesser@coconutcreek.net
City of Coral Springs 9551 W. Sample Rd. Coral Springs, FL 33065	Angelo Salomone Purchasing Administrator	Tel: (954) 344-1102 Fax: (954) 344-1087 Email: asalomone@coralsprings.org
City of Fort Lauderdale 100 North Andrews Ave. Fort Lauderdale, FL 33301	Adam Makarevich Procurement Specialist II	Tel: (954) 828-5073 Fax: (954) 828-5576 Email: AMakarevich@fortlauderdale.gov
City of Pompano Beach 100 West Atlantic Blvd. Pompano Beach, FL 33060	Otis J. Thomas General Services Director	Tel (954) 786-4098 Fax: (954) 786-4168 Email: Otis.thomas@copbfl.com
City of Tamarac 6011 Nob Hill Rd. Tamarac, FL 33321	Troy Gies Budget & Contracts Manager	Tel: 954) 597-3718 Fax: (954) 549-3710 Email: troy.gies@tamarac.org
City of Lauderdale Lakes 4300 NW 36 ST. Lauderdale Lakes, FL 33319	Robin Soodeen Assistant Public Works Director	Tel: (954) 535-2758 Email: Robins@lauderdalelakes.org
City of North Lauderdale 701 SW 71 st Ave. N. Lauderdale, FL 33068	George Krawczyk Director of Public Works/Utilities	Tel: (954) 597-4756 Email: gkrawczyk@nlauderdale.org
City of Deerfield Beach 401 SW 4th Street Deerfield Beach, FL 33441	David Eberlin Assistant Director Sustainable Management	Tel: (954) 480-4382 Email: deberlin@deerfield-beach.com
Town of Davie 6591 Orange Drive Davie, FL 33314	Phillip Holste Assistant Town Administrator	Tel: (954) 797-1041 Cell: (954) 461-0123 Email: Phillip_Holste@davie-fl.gov
City of Coral Gables 2800 SW 72 nd Ave. Miami, FL 33155	David Lindsey Administrative Analyst Public Works Department	Tel: (305) 460-5055 Email: dlindsey@coralgables.com
Lauderdale By The Sea 4501 N. Ocean Drive Lauderdale by the Sea, FL 33308	Sharon P. Ragoonan Assistant Town Manager	Tel: (954) 640-4212 Fax: (954) 634-4653 Email: sharonr@lbts-fl.gov

Continued on next page →

LIST OF PARTICIPATING AGENCIES

AGENCY	CITY CONTACT	CONTACT INFORMATION
City of Parkland 6600 University Drive Parkland, FL 33067	Carole Morris Chief Administrative Officer	Tel: (954) 757-41114 Fax: (954) 341-5161 Email: cmorris@cityofparkland.org
City of Miami Beach 1701 Convention Center Dr. Miami Beach, FL 33139	Yanira Pineda Sustainability Specialist	Tel: (305) 673-7000 ext. 26840 Email: ypineda@miamibeachfl.gov



Lorie Messer
City of Coconut Creek
4800 Copans Road
Coconut Creek, FL 33063

Dear Lorie,

Upon internal review of the current HHW contract rates, and pursuant to section 21 of the contract - Cost Adjustments, I would like to request a surgical price increase to just the line items in which we have experienced significant budgetary pressures over the course of the initial 2 year agreement term.

In addition to the attached documentation from the Bureau of Labor Statistics stating the overall increase in CPI-U for Miami-Ft. Lauderdale-Palm Beach of +1.9% from June 2018 to current, the more specific cost increases to manage this contract are related to the successful growth of the HHW program and the additional resources required to maintain the quality of service that the Coconut Creek Co-op expects from Clean Harbors.

The following line items require price increases to keep pace with the actual costs associated with them, and I have included supporting details for each:

- **Line Item 1.1 (One Day Remote Event Mobilization) – Increase from \$3,579.00 to \$4,379.00**
Due to the increased number of HHW collection events per calendar year with the addition of new cities joining the Co-op, along with increased waste volumes and resident turnout, more staffing is required to adequately service the Co-op. The original fixed mobilization price of \$3,579.00 in 2018 was calculated based on a requirement of 4-6 less personnel. When considering the travel time to mobilize these additional personnel to and from the site location, along with the added per diems required, our cost has risen on average by over 20%. Additionally, we are now providing a forklift to each HHW collection event to help manage the offloading of supplies and loading of waste at the conclusion of the HHW collection as the increased waste volumes require double stacking of supply and waste containers on van trailers to avoid dispatching additional heavy equipment.
- **Line Item 2.1 (Regular Per Hour Rate – 8 Hours Onsite) – Increase from \$43.00/hr to \$47.00/hr**
Year over year, wages have increased in the State of Florida; minimum wage alone is up 3.6% from 2018 to current. As identified in the CPI-U documentation attached, the costs of food, shelter, insurance and healthcare have all risen over the course of the past two years, and in order to retain trained and professional staff qualified to provide skilled HHW collection event labor, the increased labor rate proposed is necessary.

- **Line Item 4.4 (Lead Acid Wet and Dry Cell) – Increase from \$1.13/lb to \$1.37/lb**
The cost of lead acid battery processing for reclaim has increased over the period of the past two years and this adjustment will cover these additional costs so that we can continue to collect and properly manage this battery type in accordance with all DOT and RCRA standards.
- **Line Item 5.2 (Misc. Small Electronic Devices) – Price increase from \$0.09/lb. to \$0.11/lb.**
The cost of processing e-scrap for reclaim/recycle has increased over the period of the past two years and this cost adjustment allows Clean Harbors to maintain R2 compliance with managing the Co-op resident's electronic devices.

Please note that the new rates above as well as all unchanged contract rates will be honored for the full length of the 2 year contract extension term. Please let me know if you have any questions. We look forward to continuing to support Coconut Creek Co-op's HHW program initiatives and truly appreciate your business and the close relationships we have built over the years.

Thank you and stay safe,

Safety Starts with Me: Live It 3-6-5

Patrick Ethridge

Account Manager

Clean Harbors

(c) 954.465.6469

ethridge.patrick@cleanharbors.com

www.cleanharbors.com





Clean Harbors Environmental Services
5610 Alpha Drive
Boynton Beach, FL 33426
www.cleanharbors.com

January 26, 2022

Attn: Pembroke Pines City Commission
601 City Center Way
Pembroke Pines, FL 33025

Dear Pembroke Pines City Commission,

Thank you for considering Clean Harbors for your Household Hazardous Waste collection, transportation, and disposal needs. We are excited for the opportunity to broaden our HHW services in South Florida. Clean Harbors currently holds HHW agreements with Broward County, Palm Beach County, St. Lucie County, Highlands County, Manatee County, and the Coconut Creek Cooperative, as well as several individual cities throughout the State and 3rd party solid waste vendors such as Waste Management, Wheelabrator, and Progressive Waste Solutions.

Clean Harbors has a national footprint and operates out of several branches in South Florida including, Miami, Pompano Beach, and Boynton Beach. In addition to HHW services, Clean Harbors provides emergency response, waste transportation and disposal, site remediation, tank cleaning, oil recycling, COVID decon, industrial cleaning, and a host of additional environmental services to its clients. Clean Harbors is unique in that it offers its customer base a turnkey solution. Clean Harbors employees will prepare waste for shipment, and a Clean Harbors transport vehicle will move that waste to a Clean Harbors owned and operated waste disposal facility. Clean Harbors also works with many vetted 3rd party waste disposal facilities to ensure that all waste streams have a permitted facility for disposal routing. Please review the included company background documentation for additional details.

Regarding the specific need for HHW services provided to the residents of Pembroke Pines, Clean Harbors recommends the implementation of quarterly mobile collection events. This collection event interval has proven to allow municipalities to realize maximum resident participation while controlling program costs. Cities with comparable populations have achieved very successful HHW collection events with this approach and have been able to do so while adhering to respective budgetary measures. Attached is the fee schedule for the Coconut Creek Cooperative HHW agreement that the City of Pembroke Pines is welcome to piggyback. The benefit of piggybacking this agreement is that Pembroke Pines will enjoy lower volume-based pricing while maintaining its ability to operate independently. Quarterly events under this pricing contract have an average cost of \$30k-\$35k per event, but keep in mind that the participation includes residents from the entire Cooperative, which includes 9 cities. A fair estimated cost for a HHW collection event that is held on a quarterly basis and offered only to the residents of Pembroke Pines will likely invoice between \$20k-\$25k.

“People and Technology Creating a Better Environment”



Please review the included HHW Overview and our Health and Safety HHW Standard for more detailed insight into our HHW operations. You will find that we maintain a very professional approach to this service offering that ensures all regulatory compliance requirements are met, while keeping health and safety the number one priority.

Thank you again for taking the time to consider Clean Harbors as a prospective HHW program provider. As your Account Manager, I will be the City of Pembroke Pines' direct contact here at Clean Harbors. I look forward to the opportunity to answer any questions you may have, so please do not hesitate to reach me using my contact information below.

Sincerely,

Patrick Ethridge
Clean Harbors Environmental Services
Account Manager
954.465.6469
ethridge.patrick@cleanharbors.com

Household Hazardous Waste Services

Overview of Household Hazardous Waste Collection Services Fact Sheet



Household Hazardous Waste Collection Services

Clean Harbors handles thousands of household hazardous waste (HHW) collection events each year for state, provincial, local, and private agencies throughout North America. One-day events, multiple collections, regional and statewide collections, pesticide and paint collections, and permanent facilities are just some examples of our services.

Our HHW collection services include

- Program management for permanent facilities
- Staffing and site plans
- Disposal
- Transportation
- Advertising and public education

Program Management for Permanent Facilities -

CleanPack[®] chemists are responsible for properly categorizing and packing wastes collected. Our chemists generate packing lists, properly label the drums, and prepare all of the necessary regulatory documentation and certifications.

Staffing and Site Plans – Prior to each collection event, a Clean Harbors specialist meets with the event sponsor to tailor the collection event to the sponsor's specific needs.

Typical Household Hazardous Wastes Collected Include

Drain cleaners	Oven cleaners
Metal polish	Arts and crafts supplies
Photo chemicals	Floor cleaners
Dry cleaning fluid	Radiator cleaners
Rust preventatives	Wood preservatives
Wood strippers	Oil based paint
Paint thinner	Solvents
Degreasers	Sealants
Gasoline	Antifreeze
Brake fluid	Engine and radiator fluids
Transmission fluid	Old chemistry sets
Pesticides	Herbicides
Insect sprays	Rodent killers
Pool chemicals	Hydrochloric acid
Cesspool cleaners	Creosote
Fertilizer	Batteries
Kerosene	Moth balls
Bleaches	Ammonia

Disposal - Clean Harbors offers state-of-the-art disposal technology, allowing our customers to choose the management method that best suits their needs.

As an environmentally conscious company, we are committed to recycling and reclaiming wastes using a variety of methods. These methods effectively remove contaminants from the original material, restore its fitness for its intended purpose or convert it to a beneficial use feed stock, thereby reducing the volume of waste requiring disposal.

Transportation Services - Clean Harbors' extensive fleet of licensed transportation vehicles is critical to providing turnkey environmental management services to our clients. We maintain all required state and federal permits and licenses for transporting all waste generated at the collection events.

Advertising and Public Education – We work with each community to educate consumers on the basic hazards associated with common household products. Advertising materials can also be provided.



Household Hazardous Waste Services

The City of Pembroke Pines



Clean Harbors Environmental Services, Inc.
7001 Kilo Avenue
Bartow, FL 33830
954.465.6469

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COMPANY OVERVIEW

Founded in 1980, Clean Harbors is a leading provider of environmental, energy and industrial services throughout North America. We are also the largest re-refiner and recycler of used oil in the world and the largest provider of parts cleaning and related environmental services to commercial, industrial and automotive customers in North America.

Our Company consists of two operating segments:

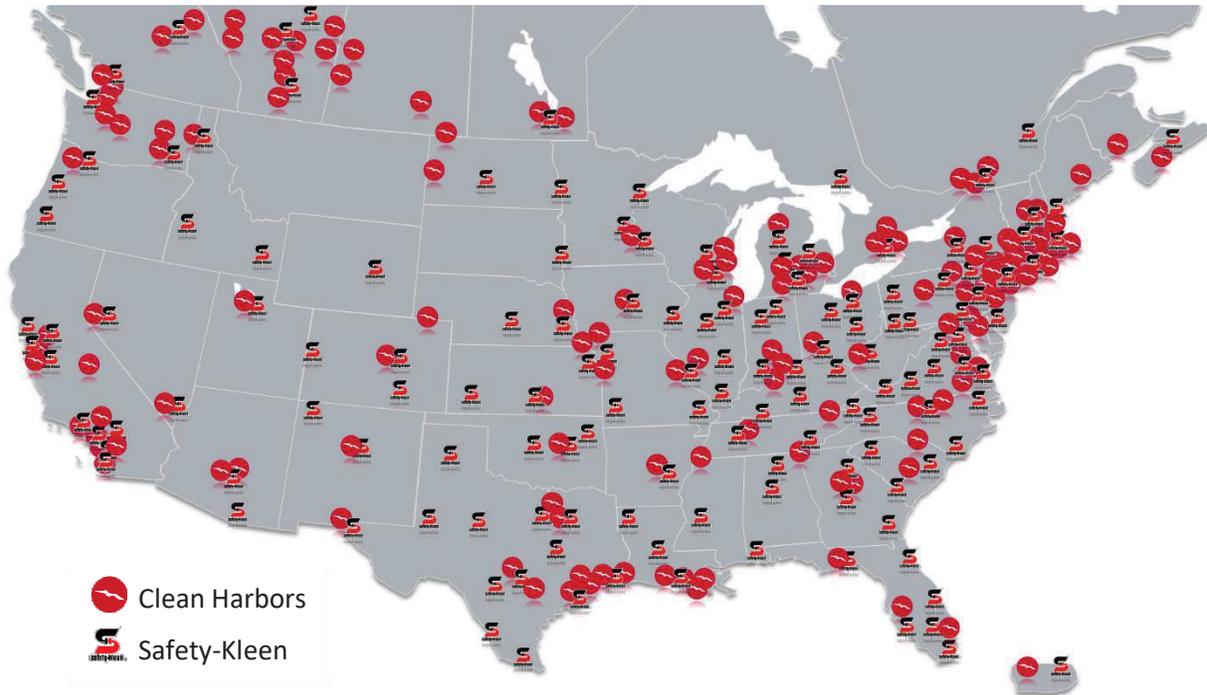
- 1) **Environmental Services** which consists of Technical Services, Field Services, Industrial Services, and Oil, Gas and Lodging lines of business.
 - a) Technical Services provides a broad range of vertically integrated hazardous and non-hazardous material management services. These include collection, packaging, transportation and disposal services, which are offered at Company-owned recycling, incineration, landfill, wastewater, and other treatment facilities.
 - b) Field Services provides a wide variety of environmental cleanup services at customer sites or other locations, on a scheduled or emergency response basis; including tank cleaning, decontamination, remediation and spill cleanup.
 - c) Industrial Services provides turnkey industrial and specialty services to refineries, chemical plants, oil sands facilities, pulp and paper mills, and other industrial facilities. These include high-pressure and chemical cleaning, catalyst handling, decoking, daylighting and hydro excavation, material processing, etc.
 - d) Oil, Gas and Lodging serves the oil and gas exploration, production and power generation industries. Services include seismic services, surface rentals and lodging operations in Western Canada.
- 2) **Safety-Kleen** which provides used oil collection, recycling and re-refining, parts washing and other environmental services for the small quantity generator market. Through their closed-loop initiative, Safety-Kleen processes used oil collected from customers into high-quality base and blended lubricating oils that are marketed and sold to third parties.

Most services provided to the School District will be performed by Clean Harbors' Technical Services business unit.

Clean Harbors' customers are serviced through a network of service branches. It is from the Technical Services branches that we dispatch our fleet of Company-owned vehicles to pick up waste from customer sites and deliver to permitted, Company-owned and operated waste disposal facilities.

Chemists are also dispatched from Technical Services branches to customer locations to collect and lab pack chemical and laboratory waste for disposal—a program we call “CleanPack[®] Services.”

Clean Harbors has over 400 service branches (illustrated on the map below) and more than 100 waste management facilities throughout the United States, Canada, Puerto Rico and northern Mexico.



Clean Harbors' and Safety-Kleen's North American Service Branches

Company History | Background Information

Founded in March 1980 by Alan McKim, Clean Harbors began as a four-person tank cleaning business. More than 40 years later, Clean Harbors is now a publicly traded company that maintains a vast network of service centers and waste management, treatment and disposal facilities and provides a broad range of services.

Clean Harbors has achieved steady growth, both geographically and in terms of service offerings, through the acquisition of new facilities, equipment and personnel and in response to client needs. Since our inception, field service centers have been strategically located across North America to provide emergency response services and perform planned work on customer locations.

In 1986, our laboratory chemical packing services—CleanPack—was formed to provide industries, schools and universities, and communities with vital services to manage the collection, packaging and disposal of laboratory chemicals and household hazardous waste. Clean Harbors became publicly traded in 1987.

In 1989, Clean Harbors purchased Chem Clear, Inc., an industrial aqueous waste treatment company. This acquisition firmly established Clean Harbors as a waste disposal provider, and the 1995 purchase of an incinerator in Kimball, Nebraska, expanded our resources in this area.

In 1998, Clean Harbors formed its Industrial Services division to provide customers with industrial cleaning and maintenance services that require fast turnaround, such as hydro-blasting, liquid/dry vacuuming, sodium bicarbonate blasting, steam cleaning and chemical cleaning of equipment and systems.

In 2002, Clean Harbors acquired the assets of the Chemical Services Division of Safety-Kleen. This purchase added 55 service centers, 33 waste management facilities and 4,400 employees to Clean Harbors' existing resources. In 2007, Clean Harbors acquired Teris, LLC, with its 550 employees, several field locations, incineration facility in El Dorado, Arkansas, and a treatment, storage and disposal facility in Wilmington, California.

In 2008, the Company acquired two solvent recycling facilities in Chicago, Illinois, and Hebron, Ohio. This acquisition broadened the Company's service portfolio and established a substantial presence for Clean Harbors in the solvent recycling market.

In 2009, Clean Harbors acquired Eveready Inc., a Canadian company that provides industrial maintenance and production, lodging and seismic services. With the addition of more than 2,100 employees, 79 locations and a service fleet of over 2,400 truck and trailer units, this purchase broadened our energy and industrial service offerings and geographic reach.

Following Eveready, Clean Harbors completed a series of acquisitions to enhance and expand its energy and industrial services. This provided us additional capabilities in seismic services, industrial cleaning, pipeline maintenance, industrial lodging services and catalyst and refinery material processing and recycling. For example, Clean Harbors acquired Peak Energy Services in 2011, which gave us the capability to service oil and gas drilling operations by providing surface rentals and specialized liquid, solid and sludge processing.

In 2012, Clean Harbors made its largest acquisition in Company history with the purchase of Safety-Kleen. Safety-Kleen is a leading North American used oil recycling and re-refining, parts cleaning and environmental solutions company, with approximately 4,200 employees serving more than 200,000 customer locations in the United States, Canada and Puerto Rico.

In 2013, Clean Harbors acquired Evergreen Oil, a California-based company that specializes in the recovery and re-refining of used oil. In 2015, we acquired Thermo Fluids, Inc. to expand our used oil collection and recycling capabilities and strengthen our presence in the western US.

From 2014 through 2017, Clean Harbors continued its investment in used oil collection, used oil re-refining, and lubricant blending/packaging by acquiring and building capabilities to distribute finished lubricants. Clean Harbors also acquired Lonestar West in 2017, further broadening its daylighting and hydro excavation services throughout the US and Canada.

As we move forward, we continue to enhance our services and expand Clean Harbors' geographic reach through organic growth and strategic acquisitions. For example, in 2018, we acquired Veolia's US industrial cleaning business. This acquisition provides significant scale

and capabilities while increasing the size and geographic reach of Clean Harbors' existing US industrial services business.

Today, Clean Harbors is the largest hazardous waste disposal company and the largest re-refiner of used oil in North America. Plus, we are a recognized leader in environmental emergency response services.



Alan McKim continues to lead Clean Harbors today as CEO and Chairman of the Board.

SERVICES OVERVIEW

TECHNICAL SERVICES

These services involve the collection, transport, treatment and disposal of hazardous and non-hazardous wastes, and include resource recovery, physical treatment, fuels blending, incineration, landfill disposal, wastewater treatment, lab chemical disposal, explosives management, and CleanPack® services. Our CleanPack services include the collection, identification and categorization, specialized packaging, transportation and disposal of laboratory chemicals and household hazardous wastes. Our technical services are provided through a network of service centers from which a fleet of trucks are dispatched to pick up customers' waste either on a predetermined schedule or on-demand, and to deliver the waste to permitted facilities, which are usually Company-owned. Our service centers can also dispatch chemists to a customer location for the collection of chemical and laboratory waste for disposal.

InSite Service offerings is a branded on-site/in-plant service delivery program through which we offer a full range of environmental, industrial and waste management services. This signature program is built on safety, quality, efficiency and integrity, and has been offered by Clean Harbors for over 20 years. By leveraging Clean Harbors' expertise and capabilities, our on-site staffs are dedicated to developing the safest, most cost-effective solutions to service customers' needs.

Collection, Transportation and Logistics Management. As an integral part of our services, we collect industrial wastes from customers and transport such wastes to and between our facilities for treatment or bulking for shipment to final disposal locations. Customers typically accumulate waste in containers, such as 55 gallon drums, bulk storage tanks or 20 cubic yard roll-off containers. In providing this service, we utilize a variety of specially designed and constructed tank trucks and semitrailers as well as third-party transporters, including railroads.

Treatment and Disposal. We recycle, treat and dispose of hazardous and non-hazardous industrial wastes. The wastes handled include substances which are classified as "hazardous" because of their corrosive, ignitable, infectious, reactive or toxic properties, and other substances subject to federal, state and provincial environmental regulation. We provide final treatment and disposal services designed to manage wastes which cannot be otherwise economically recycled or reused. The wastes we handle come in solid, sludge, liquid and gas form.

We operate a network of TSDFs that collect, temporarily store and/or consolidate compatible waste streams for more efficient transportation to final recycling, treatment or disposal destinations. These facilities hold special permits, such as Part B permits under the Resource Conservation and Recovery Act ("RCRA") in the United States, which allows them to process waste through various technologies including recycling, incineration, and landfill and wastewater treatment.

Unacceptable Wastes. Clean Harbors reserves the right to refuse any waste deemed unsafe to handle or unsuitable for the collection. Such wastes include:

- Large quantities of unknown materials

- Radioactive waste, including smoke detectors
- Explosives, gun powder, flares, ammunition
- Unstable wastes
- Unknown gas cylinders
- Substances regulated by the Drug Enforcement Agency
- Biohazardous Waste, Infectious Waste, Needles / Syringes

If the above listed unacceptable wastes are present at a District location, Clean Harbors will work with the District to provide safe disposal of the materials. Our proposal does not include pricing for handling these wastes. Pricing will be provided as needed on a case-by-case basis.

Resource Recovery and Fuels Blending. We operate recycling systems for the reclamation and reuse of certain wastes, particularly solvent-based wastes generated by industrial cleaning operations, metal finishing and other manufacturing processes. Resource recovery involves the treatment of wastes using various methods, which effectively remove contaminants from the original material to restore its fitness for its intended purpose and to reduce the volume of waste requiring disposal.

Spent solvents that can be recycled are processed through fractional distillation, thin film evaporation and other processes and are recovered into usable products. Upon recovery of these products, we either return the recovered solvents to the original generator or sell them to third parties. Organic liquids and solids with sufficient heat value are blended to meet strict specifications for use as supplemental fuels for incinerators, cement kilns, industrial furnaces and other high efficiency boilers.

We have installed fuels blending equipment at some TSDFs to prepare these supplemental fuels. When possible, we burn fuel blended material at our incinerators. Otherwise, we send the fuel blended material to supplemental fuel users that are licensed to accept the blended fuel material. Although we pay a fee to the users that accept this product, this disposal method is substantially less costly than other disposal methods.

We also operate a recycling facility that recycles refinery waste and spent catalyst. The recycled oil and recycled catalyst are sold to third parties.

Incineration. Clean Harbors is the industry's leading provider of high-tech, high-temperature incineration destruction of hazardous and industrial waste. Broad permit capabilities and high throughputs deliver maximum convenience and efficiency to customers. Incineration is the preferred method for the treatment of organic hazardous waste, because it effectively destroys the contaminants at high temperatures. High temperature incineration effectively eliminates organic wastes such as herbicides, halogenated solvents, pesticides, and pharmaceutical and refinery wastes, regardless of whether they are gases, liquids, sludge or solids. Federal and state incineration regulations require a destruction and removal efficiency of 99.99% for most organic wastes and 99.9999% for polychlorinated biphenyls ("PCBs") and dioxins.

As of December 31, 2017, we had nine active incinerators operating in five incinerator facilities that offer a wide range of technological capabilities to customers. In the United States, we

operate a fluidized bed thermal oxidation unit for maximum destruction efficiency of hazardous waste with an estimated annual practical capacity of 58,808 tons and three solids and liquids capable incinerator facilities with a combined estimated annual practical capacity of 377,387 tons. We also operate one hazardous waste liquid injection incinerator in Canada with total annual practical capacity of 125,526 tons. Our state-of-the-art hazardous waste incinerator at our El Dorado, Arkansas site, which officially came online in February 2017, added approximately 70,000 tons of additional liquids and solids capacity to our incineration network, which totaled 561,721 tons of capacity at year-end 2017.

Our incineration facilities in Kimball, Nebraska, Deer Park, Texas, El Dorado, Arkansas and Aragonite, Utah are designed to process liquid organic wastes, sludge, solids, soil and debris. Our Deer Park facility has two kilns and a rotary reactor. Our El Dorado incineration facility specializes in the treatment of bulk and containerized hazardous liquids, solids and sludge through two rotary kilns. Our incineration facilities in Kimball and Deer Park have on-site landfills for the disposal of ash produced as a result of the incineration process.

Our incinerator facility in Lambton, Ontario, is a liquid injection incinerator, designed primarily for the destruction of liquid organic waste. Typical waste streams include wastewater with low levels of organics and other higher concentration organic liquid waste not amenable to conventional physical or chemical waste treatment.

Landfills. Landfills are used primarily for the disposal of inorganic wastes. In the United States and Canada, we operate nine commercial landfills. Seven of our commercial landfills are designed and permitted for the disposal of hazardous wastes and two of our landfills are operated for non-hazardous industrial waste disposal and, to a lesser extent, municipal solid waste. In addition to our commercial landfills, we also own and operate two non-commercial landfills that only accept waste from our on-site incinerators. Of our seven commercial landfills used for disposal of hazardous waste, five are located in the United States and two are located in Canada.

Our non-hazardous landfill facilities are permitted to accept commercial industrial waste, including wastes from foundries, demolition and construction, machine shops, automobile manufacturing, printing, metal fabrications and recycling. Many of our landfills perform physical treatment of waste prior to final disposal. Physical treatment methods include separation and stabilization. These methods are used to reduce the volume or toxicity of waste material.

Wastewater Treatment. We operate seven wastewater treatment facilities that offer a range of wastewater treatment technologies. These wastewater treatment operations involve processing hazardous and non-hazardous wastes through the use of physical and chemical treatment methods. Our wastewater treatment facilities treat a broad range of industrial liquid and semi-liquid wastes containing heavy metals, organics and suspended solids.

FIELD SERVICES

These services provide customers with highly skilled experts who utilize specialty equipment and resources to perform services at any chosen location. Our field service crews and equipment are dispatched on a planned or emergency basis, and perform services such as confined space entry for tank cleaning, site decontamination, large remediation projects, demolition, spill

cleanup, railcar cleaning, product recovery and transfer, scarifying and media blasting and vacuum services. Additional services include used oil and oil products recycling. Other services include filtration and water treatment services.

We are a leader in providing response services for environmental emergencies of any scale from man-made disasters, such as oil spills and natural disasters such as hurricanes.

SAFETY-KLEEN SERVICES

Through our Safety-Kleen subsidiary, acquired in December 2012, we provide a range of environmentally-responsible products and services including used oil recycling and re-refining, parts cleaning and environmental solutions.

Oil Re-Refining Services. We collect used oil from sources including automobile and truck dealers, automotive garages, oil change outlets, fleet service locations, and industrial plants, and process or re-refine in our two oil re-refining facilities a portion of the collected used oil into a variety of products, including base and blended lubricating oils. We then sell a portion of our base oils to other producers of blended lubricating oils as a "green" alternative to base oil produced from virgin crude oil. These producers are then able to offer products to their customers that are made from a sustainable and environmentally friendly source. We formulate the remainder of our base oils into blended lubricating oils by adding performance additives in accordance with our proprietary formulations and American Petroleum Institute licenses. We then either sell the finished products to customers, which resell under private labels, or directly under our own branded EcoPower label.

Environmental Services. We offer a range of environmental services and the sale of complementary products to diverse range of customers including automobile repair stations, car and truck dealers, engine repair shops, fleet maintenance shops and other automotive, retail and industrial customers.

We are the largest provider of parts cleaning services in North America, providing specially designed parts washers at our customers' premises and then, on a recurring basis, deliver clean solvent or aqueous-based washing fluid, clean and service the parts washers, and remove the used solvent or aqueous fluid. We also sell allied products including degreasers, glass and floor cleaners, hand cleaners, absorbents, antifreeze, windshield washer fluid, and mats and spill kits.

Utilizing our collection network, we provide the pickup and transportation of hazardous and non-hazardous containerized waste for recycling or disposal, primarily through the Clean Harbors network of recycling and waste treatment and disposal facilities. As described above, a portion of such collected wastes consists of used oil which serves as feedstock for our oil re-refineries. To the extent the remainder of such collected used oil is not suitable for re-refining or we do not currently have sufficient re-refining capacity to process all of such collected oil, we process that remainder into recycled fuel oil, or "RFO," by dehydrating, chemically treating and filtering it to remove contaminants. We then sell our RFO to asphalt plants, industrial plants, blenders, pulp and paper companies, and vacuum gas oil (VGO) and marine diesel oil (MDO) producers.

Our vacuum services provide the removal of solids, residual oily water and sludge and other fluids from our customers' oil/water separators, sumps and collection tanks. We also remove and

collect waste fluids found at large and small industrial locations, including metal fabricators, auto maintenance providers, and general manufacturers.

We provide total project management services in areas such as chemical packing, on-site waste management, remediation, compliance training and emergency spill response, leveraging the Clean Harbors network of Technical and Field Services centers and capabilities.

ORGANIZATIONAL APPROACH

REGIONAL SERVICE CENTERS

Clean Harbors is well positioned to provide complete coverage for the School District. Our service center is well positioned near each district site, which allows us to logistically manage the transportation, treatment, and disposal of waste more effectively. Our service center can dispatch a fleet of trucks to pick up customers' waste or dispatch 40-hour-trained chemists to your location for the packaging and collection of chemical and laboratory waste. The proximity of these service centers to your facilities provides economic advantages on regular service routes and less travel time for equipment and personnel.

LOCAL SERVICE LOCATIONS

Base Location:

Clean Harbors Environmental Services, Inc.
7001 Kilo Avenue
Bartow, FL 33830
863.533.6111

In addition to the above Service centers Clean Harbors will also be utilizing its permitted Treatment, Storage & Disposal Facilities (TSDF) located in Bartow, FL for receipt of waste containers and bulk solvent waste. The majority of wastes will then be routed to our incinerator in Deer Park, TX. The proximity of this TSDF provides economic advantages on regular service routes and less travel time for waste, equipment and personnel.

Bartow TSDF Facility

Clean Harbors Florida, LLC.
7001 Kilo Avenue
Bartow, FL 33830
Phone: 863.533.6111
EPA ID: FLD980729610

Deer Park Incinerations Facility

Clean Harbors Deer Park, LP.
2027 Independence Parkway South
La Porte, TX 77571
Phone: 281.930.2300
EPA ID: TXD055141378

PROGRAM MANAGEMENT

The Bartow Service Center will provide a team of experienced professionals, consisting of a Technical Services Branch Manager, Coordinators, Chemists, Drivers, Technicians, Account Manager, and Health & Safety Manager to manage this program. Together, the team ensures quality service, cost control, and risk containment.

Roles of Key Team Members

Position	Responsibilities
<p>Technical Services District Manager (TSDM)</p>	<p>The TSDM is responsible for all the Sales and Operational aspects associated with waste transportation and disposal, CleanPack[®] Services and logistics within a designated Clean Harbors District. Responsibilities include organizing, planning, coordinating, directing, and controlling the sales and services within the Clean Harbors' District. The responsibilities also include the management and training oversight of all personnel within the designated district.</p> <p>For all Technical Services within the District, the TSDM is responsible for managing the P&L as well as ensuring overall customer satisfaction.</p>
<p>Technical Services Branch Manager (TSBM)</p>	<p>The TSBM is responsible for all Clean Harbors operations within a designated branch/region. The TSBM will negotiate contract terms, resolve issues at a contract level and is responsible for all contract personnel and equipment resources. The TSBM is ultimately responsible for customer satisfaction and compliant contract execution. Directs regional resources to fulfill contract requirements.</p>
<p>Regional Health & Safety Manager, Technical Services</p>	<p>The Regional Health and Safety Manager is responsible for the health and safety of all Technical Service employees within a Clean Harbors designated region. Responsibilities include communicating with our field employees regarding onsite health and safety issues; auditing of our internal facilities; accounting for all health and safety statistics, tracking and reporting. The Regional Health & Safety Manager must maintain working relationships with local, city, state, and county agencies, and local medical clinics to effectively communicate elements of Clean Harbors' safety training and compliance programs.</p>
<p>Account Manager (AM)</p>	<p>The AM is responsible for a specific subset of customer accounts within the region. The AM is expected to be thoroughly familiar with the contract and the customer and can arrange for all services, reports, invoices and can answer questions and resolve problems for the customer. The AM will seek customer feedback and deliver solutions.</p>
<p>Customer Service Representative (CSR)</p>	<p>The CSR is responsible for responding to customer requests for service on a routine basis. When services are ordered the CSR will make sure the work is scheduled in accordance with contract terms.</p>

Position	Responsibilities
	The CSR will also route customer inquiries to the appropriate contact personnel.
Technical Services Coordinator (TSC)	The TSC will arrange for appropriate staffing, ensure the staff is meeting contract requirements, ensures compliance with contract terms and conditions on a daily basis and can answer most contract and technical questions for the customer. This includes administration and project management; project scheduling and coordination; all operational aspects, issues and subcontractor management; health and safety and regulatory compliance; performance and cost controls; preparation of project work scopes, cost estimates, and reporting.
Lead CleanPack Chemist	The Lead Chemist is responsible for the performance of the Chemists and Technicians in addition to providing services at the collection sites. They will assign tasks to the Chemists and Technicians to ensure that contract terms are met and will interact with the County staff on site for routine issues.
CleanPack Chemist	Responsible for testing, packaging, consolidating, labeling and manifesting waste. The CleanPack Chemist is responsible for being aware of and meeting all contract requirements and working safely.

Personnel Qualifications

While Clean Harbor offers a wide range of comprehensive hazardous waste management services through a variety of facility types and technologies, we are, first and foremost, a service company. Our reputation as an industry leader rests on providing safe, environmentally responsible solutions to our customers. The people behind those solutions are the most vital asset of all. Clean Harbors' recruiting and hiring processes assure that only the top candidates are hired as employees. We select promising professionals from numerous disciplines to join our skilled team. Clean Harbors maintains an exceptionally qualified and experienced staff and our management team has been carefully selected to achieve the most effective blend of disciplines, such as hazardous waste technology and science, environmental law and regulations, safety and industrial hygiene, transportation and environmental protection. We believe this superior quality of our people is a key factor to the excellent level of service we provide.

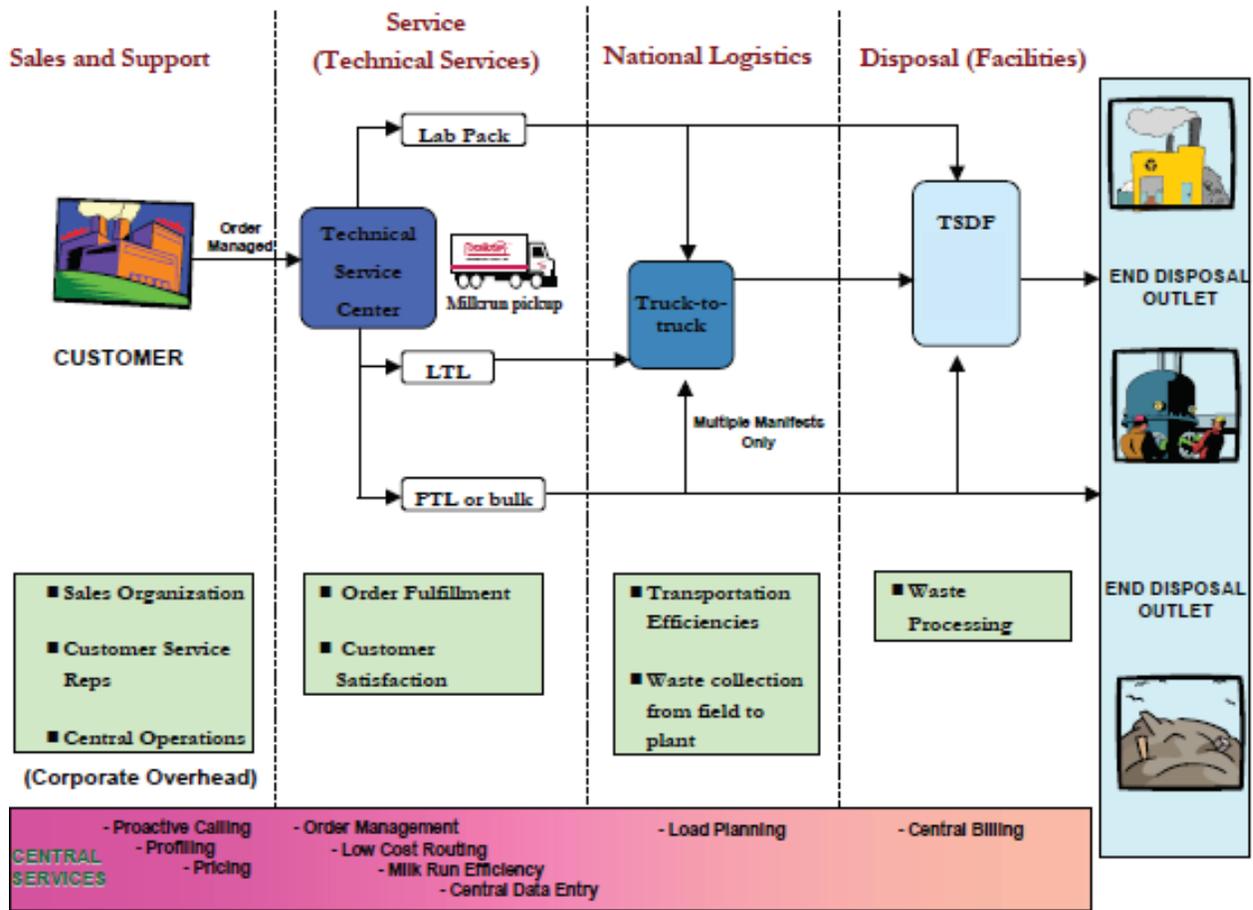
The following table outlines the current minimum training requirements Clean Harbors has established for each job function. In most cases, training exceeds the requirements shown here. Proof of training may be provided upon request.

Description		Technician	Chemist	Lead Chemist	Sr. Lead Chemist	Coordinator/ Supervisor
Annual RCRA Training		✓	✓	✓	✓	✓
40-Hour OSHA HAZWOPER		✓	✓	✓	✓	✓
8-Hour Annual HAZWOPER Refresher	Hazard Communication	✓	✓	✓	✓	✓
	Medical/Bloodborne Pathogens	✓	✓	✓	✓	✓
	Respiratory Protection	✓	✓	✓	✓	✓
	Confined Space Entry – Entrant/Attendant	✓	✓	✓	✓	✓
	Heat/Cold Stress	✓	✓	✓	✓	✓
	PPE & Hearing Protection	✓	✓	✓	✓	✓
	Decontamination	✓	✓	✓	✓	✓
	Emergency Response	✓	✓	✓	✓	✓
	Drum & Material Handling	✓	✓	✓	✓	✓
40-Hour Clean Harbors CleanPack® Training	Waste Routing & Disposal Facilities	✓	✓	✓	✓	✓
	Lab Pack Special Provisions	✓	✓	✓	✓	✓
	Lab Pack Paperwork	✓	✓	✓	✓	✓
	Lab Pack Disposal Restrictions		✓	✓	✓	✓
	Lab Pack Segregation		✓	✓	✓	✓
	Lab Pack Disposal Codes and Guidelines		✓	✓	✓	✓
	Reactive Lithium Direct Ship SOP		✓	✓	✓	✓
	Cylinder Eval and Shipping Procedures		✓	✓	✓	✓
	Mercury Packaging & Routing		✓	✓	✓	✓
	HHW Orientation		✓	✓	✓	✓
	NFPA Oxidizer classification		✓	✓	✓	✓
	Organic Peroxide Shipping & Packaging		✓	✓	✓	✓
	PCBs Shipping & Packaging		✓	✓	✓	✓
	Main & Satellite Accumulation Areas		✓	✓	✓	✓
Lab Pack Unknown Material Handling					✓	
Loss Prevention & Control		✓	✓	✓	✓	✓
DOT Hazardous Materials Regulations			✓	✓	✓	✓
Federal Motor Carrier/Clean Harbors Transportation Policies & Procedures			✓	✓	✓	✓
Transportation Coordinator Overview						✓
Dispatch System & Logistics Training						✓
Lead Chemist Certification				✓	✓	
Senior Lead Chemist Certification					✓	
Battery Packing Training		✓	✓	✓	✓	✓
Explosives Packaging & Shipping					✓	
Profile Completion Instructions		✓	✓	✓	✓	✓

SERVICE APPROACH

Presented here is a general description of Clean Harbors' methods and procedures for handling waste to ensure material is removed safe, timely, and in accordance with (IAW) the local, state, and federal guidelines. More detailed information and, or clarification can be provided upon request.

CLEAN HARBORS SERVICE MODEL



PROFILES AND APPROVALS

Each of Clean Harbors TSDFs operates under the requirements of a *Waste Analysis Plan (WAP)*. The WAP is a condition of the facility's operating permit, and sets forth the technical specifications that must be followed prior to acceptance of any waste materials. These steps include, but are not limited to, sampling, analyzing and documenting the waste constituents in every container of waste that is brought into the TSDF, prior to its acceptance for processing. Quality control procedures require that the actual composition of the waste conform in all material respects with the pre-approved Waste Profile Sheet, which has been executed by the generator.

Waste Profile Management

All waste shipped to Clean Harbors' facilities must be profiled and pre-approved prior to shipping. Waste profile information is defined by analyses of samples in conjunction with waste description and derivation information supplied by the generator. Once a waste profile and Waste Classification Code (WCC) are established, these data provide the framework for placing and processing an order. In the absence of any deviation from the specifications, which are established in the database, these data also provide the input for invoicing.

As part of our emphasis on customer service, the local Account Manager will assist in the waste profiling process by aiding in the completion of the Waste Profile Sheets ("WPS") through our centralized waste approval system. Unlike many disposal facilities in this industry, Clean Harbors' TSDf permits at many of our facilities allow for approval of profiles (hazardous and non-hazardous wastes) without a sample. All of Clean Harbors' TSDf's use the same Waste Profile Sheet format, and all waste approvals are coordinated by the Central Technical Services Group. Clean Harbors will utilize Third-Party specific profile approval forms as required by each location.

Clean Harbors' central waste approval system controls the information that provides the basis for automated manifest and label preparation. This system also contains customized information on handling procedures to ensure conformance with customers' restrictions, specifications and preferences. As a result, once a waste stream is approved, it is approved for acceptance at specific facilities. All waste approvals are reviewed annually for re-certification.

LAB PACKING

Clean Harbors' CleanPack team responsibilities are to properly categorize and separate the waste according to Department of Transportation chemical compatibility guidelines (49 CFR 173.12), and ultimate disposal facility packaging protocol. Lab packs packaged by Clean Harbors will be in accordance with the regulations and disposal facility packaging requirements.

All containers provided by Clean Harbors will meet applicable requirements of transportation regulations and shall be properly marked and labeled to indicate each container's contents. Where more than one type of container meets these requirements, Clean Harbors will utilize the type most economical to the customer after consideration of all material, packing, shipping and disposal costs. Waste will be packed in containers to the maximum density that is allowed by applicable regulations and consistent with safe transportation practices.

Clean Harbors Technical Service HELP Desk is available throughout the workday to answer technical questions chemists may have while on the job site. The Technical Service HELP Desk can be reached by calling 1-800-282-0058 HELP (4357).

MANIFESTS AND LABELS

Clean Harbors will supply the District with all the required paperwork for a pick up including manifests, LDR forms, container labels and markings, at no additional charge. Clean Harbors personnel performing the pickup will apply all labels, markings and placards as necessary.

LOADING

Clean Harbors personnel rely on their extensive DOT training, many hours of work experience, and common sense to ensure that loads are secure and conform to US DOT shipping regulations. The process begins when containers are inspected for integrity and conformity with DOT regulations. All containers are inspected for leaks, dents, deterioration, leaking bungs, gaskets, proper rings, and correct labeling and marking. When damaged or off spec containers are discovered, they are either overpacked, re-containerized in DOT shippable containers, or have gaskets, bungs, rings, and labels replaced as necessary.

When loading trucks, special attention is paid to be sure that the number of drums listed on the manifest coincides with the number loaded onto the truck. Care is also taken to load in such a manner as to avoid gaps and spaces that might result in a shifting load. Small containers and odd shaped materials, such as cylinders and batteries, are either overpacked or palletized and shrink-wrapped onto pallets to stabilize them for shipment. Load locks are used to further deter the possibility of the load shifting.

SCHEDULING

Once waste approvals are in place, waste shipments may also be scheduled online or by contacting your Account Manager and, or Customer Service Representative (CSR) at the local service center. Waste pick-ups are performed by Clean Harbors employees, and are normally scheduled at least one week in advance. Pre-packed lab packs do require pre-approval prior to pick up and can usually be approved in 2 to 3 days. Inventory sheets that are comprehensive should provide sufficient detail that Clean Harbors personnel can use for approval. Unforeseen or unscheduled pickups can be made with 2 days' notice. In special circumstances, a "rush" response will be accommodated within 24 hours or less.

Milk Run Scheduling

Clean Harbors employs a milk run pickup schedule throughout all our service regions to maximize pickup efficiencies. Our present milk run schedule in each region would provide Customer with a low cost transportation service. The milk run schedules are established according to the history and frequency of pickups in a given geographical area.

Information about each of the waste generating locations will be entered into Clean Harbors' database. Frequency of pickups, amount of waste per pickup, site contacts, etc. will all be entered into our database. This information will be used to prompt the Customer Service Representative when a pickup should be expected. Communication with Customer's site representative is a prerequisite before any waste pickup vehicle is dispatched.

Clean Harbors' experience in waste disposal and transportation has proven that proactive scheduling by Clean Harbors is the most efficient method of scheduling waste pickups. However, customers often incur unforeseen circumstances and require services on an as-needed (or even emergency) basis.

Online Drum Scheduling

Clean Harbors' free Online Services Drum Waste Scheduling feature simplifies drum waste pickup scheduling by enabling you to electronically schedule a pickup of drum waste and print a copy of your request.

This online feature enables you to conveniently schedule drum waste pick up 24/7, while offering a more efficient process greatly reducing phone, fax, and email exchanges. Additionally, you can order replacement containers and supplies for delivery with your next drum waste shipment.

TRANSPORTATION

Clean Harbors provides hazardous waste transportation services using its own organization, employees, and resources which include a fleet of hundreds of permitted waste hauling vehicles and intermodal containers. Our drivers and milkrun service systems make up an integral part of Clean Harbors' waste management services. Whether a five-gallon pail needs to get picked up in a remote location in Wyoming or two truckloads per day need to be moved to maintain key production levels at a petrochemical plant, Clean Harbors has the logistic network to service the job.

Truck Transportation: Clean Harbors owns and operates a wide variety of transportation vehicles and employs drivers who are fully trained to comply with all DOT and RCRA regulations. Central control is maintained to ensure vehicle maintenance and control of proper permitting. Local maintenance facilities are staffed by our own mechanics for maximum on time performance.

A sampling of vehicles in the Clean Harbors fleet includes box trucks, dump trailers, explosion-proof mixing tanks, liquid and solid waste transports, roll-off containers, rubber lined tankers, sludge boxes, tractors, vacuum containers, vacuum trucks and van trailers.

Clean Harbors' Transportation Compliance Department oversees the transport and transport-related activities by implementing and managing all applicable rules and regulations as mandated by the U. S. Department of Transportation (US DOT), Research and Special Programs Administration, Federal Motor Carrier Safety Administration, Federal Aviation Administration, Maritime Administration, Federal Railroad Administration, Transport Canada, and other associated agencies at the local, state, provincial and federal level.

The Transportation Compliance Department brings 50-plus years of experience in the management of hazardous materials and driver regulations and presents and maintains a fleet of vehicles and personnel that represents the image, professionalism and service of Clean Harbors. With service encompassing an enormous geographical area, the Transportation Compliance Department monitors and maintains an entire array of transportation permits and exemptions as issued by local, state, provincial, and federal agencies.

STORAGE, TREATMENT AND DISPOSAL

Clean Harbors owns and operates, the largest number of incinerators, landfills, treatment facilities and TSDFs in North America. Clean Harbors has more than 173 service centers and satellite or support locations. In addition, Clean Harbors owns and operates 51 waste management facilities, throughout North America in 36 U.S. states, seven Canadian provinces, Mexico and Puerto Rico. Included in our 51 active hazardous waste management properties are five incineration locations, nine commercial landfills, seven wastewater treatment plants, 20 TSDFs, two solvent recycling facilities and eight facilities which specialize in PCB management, oil and used oil products recycling. Some of our properties offer multiple capabilities.

Treatment, Storage and Disposal Facilities. Our TSDFs facilitate the movement of materials among our network of service centers and treatment and disposal facilities. Transportation may be accomplished by truck, rail, barge or a combination of modes, with our own assets or in conjunction with third-party transporters. Specially designed containment systems, vehicles and other equipment permitted for hazardous and industrial waste transport, together with drivers trained in transportation skills and waste handling procedures, provide for the movement of customer waste streams.

Our broad service network enables us to effectively handle a waste stream from origin through disposal and to efficiently direct and internalize our waste streams to reduce costs. As our processing of wastes increases, our size allows us to increase our cash flow and earnings as we can internalize a greater volume of waste in our incinerators and landfills permits so they can then terminate the manifest. In some cases they are also the final treatment facility, and in other cases they carefully consolidate waste for disposal at approved TSDF's.

TRACKING AND REPORTING

“Cradle to Grave” tracking of hazardous waste can be tedious, confusing and impose significant penalties for non-compliance. The Clean Harbors' Waste Information Network system (WIN), uses bar-coded scanning to accurately follow waste as it travels from pick-up and lab analysis to final disposal. WIN insures your waste is handled safely and in compliance with all state and federal regulations, so you can take the guesswork out of hazardous waste disposal.

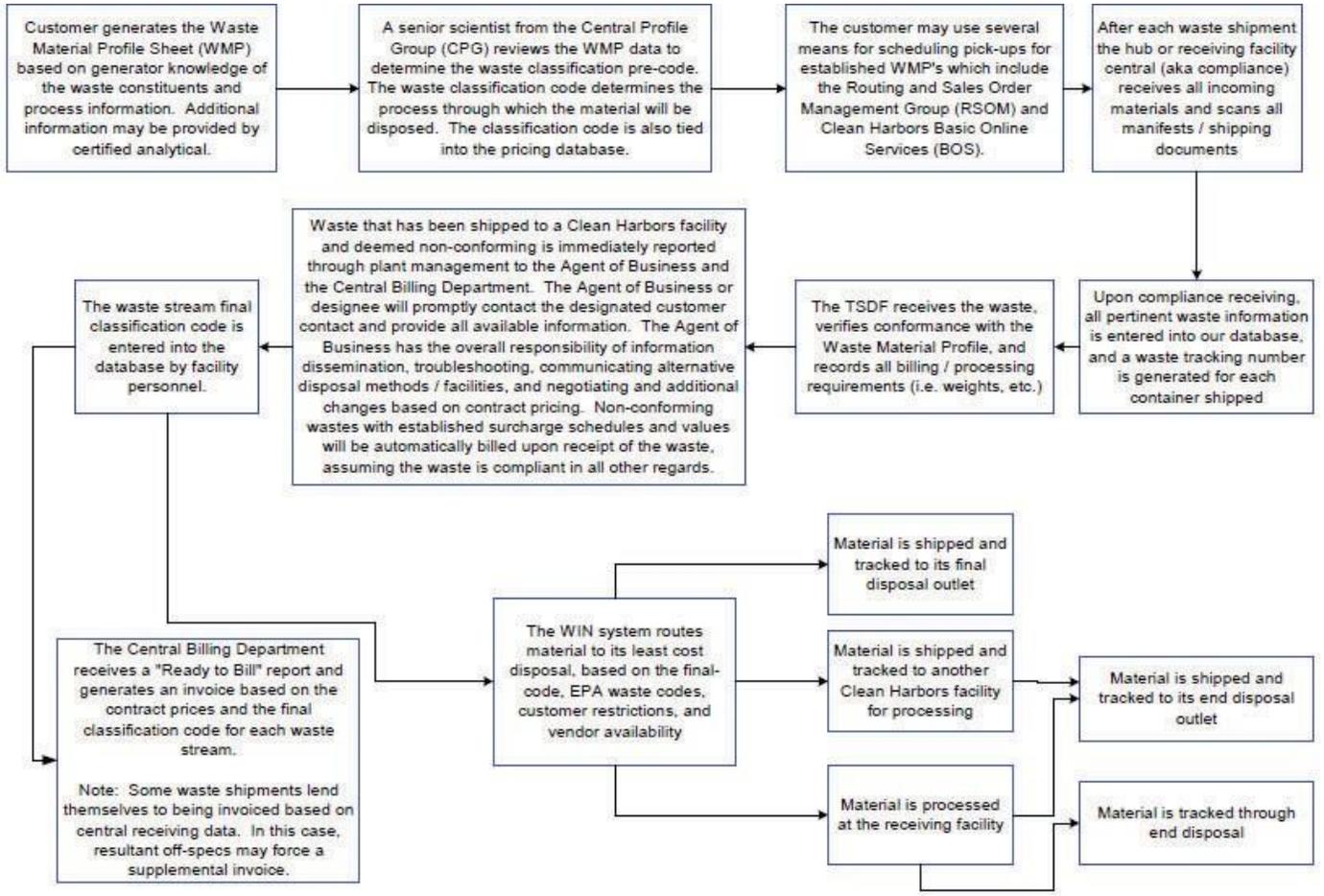
All waste shipments into Clean Harbors' facilities or Third Party facilities must be profiled and pre-approved prior to shipping. All data pertinent to that waste stream is stored in our profile database. When the profile is approved, a Clean Harbors Waste Classification Code (WCC) is assigned along with an outgoing disposal site and code. Special disposal restriction information is also noted here. DOT information is also stored in profile, which allows for automated manifests and labels.

All manifests are centrally received at our corporate headquarters. This transaction assigns the bar code tracking numbers to the load and establishes a record in the WIN database.

When waste arrives at the plant, a compliance check is done on all paperwork (manifests, bills of lading, Land Disposal Restriction forms, etc.). When complete, the manifest is plant received and dated. A receiving document and bar code labels are printed at this time.

The receiving team QC's the load. Screening tests are done on dock and samples are taken when required and sent to the lab. Bar code labels are applied to drums. The lab runs all required analytical based on Clean Harbors waste process code. Lab results and final code are entered into the lab system. No drum will be processed until final coded. Drums are moved from the receiving dock and taken to process areas or placed in inventory. Process schedules and inventory reports are run daily.

Prior to waste being processed, all drums are reviewed for compliance with customer's restrictions. When waste is processed, the activity is recorded via bar code and entered by waste tracking. If waste is being transferred off site, waste is tracked to outgoing manifest number and TSDF.



A waste tracking report is available to show all process activity for each individual tracking number. The report specifies where and when the waste was processed or shipped and outbound manifest number if required. Certificates of disposal will be supplied upon request.

Clean Harbors can provide waste tracking reports on a quarterly or annual basis. These tracking reports are a comprehensive summary of all waste shipped from your facility, including the incoming manifest information, a description of each container on that manifest, and information on the ultimate disposition of that waste including the final disposal site, the manifest it was shipped on, and the disposal technology that was used.

The Benefits of WIN

Simplify Tracking Requirements: WIN simplifies the confusing “cradle to grave” waste tracking process by providing clear computer printouts documenting the transportation, storage, treatment and ultimate disposal of hazardous waste.

Double-Check Compliance: WIN quickly determines if waste is handled safely and in compliance with all state and federal regulations, helping generators to avoid penalties for non-compliance. As waste is received at the facility, the shipping information is checked against the information in the system for the waste to ensure that it is accurate. Before any waste is shipped out, the system checks customer disposal restrictions to ensure the waste is sent to an approved facility and that the facility is able to accept the waste for disposal.

Reduce Paperwork: WIN relieves generators of the task of compiling waste disposal data for the EPA by providing an annual summary of waste profile numbers.

Standard Free Reports for Customers -

Waste Tracking Report – available via our Online Services

These tracking reports are a comprehensive summary of all waste shipped from the Customer, including the incoming manifest information, a description of each container on that manifest, and information on the ultimate disposition of that waste including the final disposal site, the manifest it was shipped on, and the disposal technology that was used. Customers can be set up for quarterly and annual waste tracking to run automatically. This allows Customers to view, download and print their waste tracking report and Certificates of Disposal themselves, self-serve.

Online tracking is run by the customer code and posted to the customer’s online folder automatically two to three weeks after the close of the quarter. An annual tracking report is posted after year-end.

CleanHarbors ENVIRONMENTAL SERVICES		EXAMPLE - Waste Tracking Report			
		Manifest Dates: 1/1/2007 TO 3/31/2007			
CLHB Generator ID: RD Clean Harbors Reidsville LLC Reidsville NC 27320					
CLHB Receiving Facility: Bartow, FL Facility					
Manifest Number:	000612388FLE	Mnfst. Doc. No:	56944	Gen. Sign. Date:	1/6/2007
Work Order:	RD1350945	Generator EPA Id:	NCD000649451	Date Recvd:	1/18/2007
Line: 1	Profile No: T26454	Manifested Cntrs:	3 DM	Total Qty:	165 G
	Tracking No: 12115134	Code: A15	Wgt: 0	Wgt UOM:	
	Site	Manifest No	Activity	Activity Date	
	Bartow, FL Facility	000612388FLE	SHIP	1/6/2007	
	Deer Park, TX Facility	000667928FLE	SHIP	1/29/2007	
	Deer Park, TX Facility		INCINERATION	3/10/2007	
	Tracking No: 12115135	Code: A15	Wgt: 0	Wgt UOM:	
	Site	Manifest No	Activity	Activity Date	
	Bartow, FL Facility	000612388FLE	SHIP	1/6/2007	
	Deer Park, TX Facility	000667928FLE	SHIP	1/29/2007	
	Deer Park, TX Facility		INCINERATION	3/10/2007	
	Tracking No: 12115136	Code: A15	Wgt: 0	Wgt UOM:	
	Site	Manifest No	Activity	Activity Date	
	Bartow, FL Facility	000612388FLE	SHIP	1/6/2007	
	Deer Park, TX Facility	000667928FLE	SHIP	1/29/2007	
	Deer Park, TX Facility		INCINERATION	3/10/2007	

Customer Spend Report

This report is a comprehensive Excel .csv file that provides a consolidated history of invoicing and manifest disposal line information across all business lines in WIN. The report start and end dates are based on the invoice print date located on the bottom left footer of the printed invoice. The report can be executed for up to 12 months or 64,000 invoiced lines.

Profile Volume by Receiving Facility

Shows total approximate pounds per profile received by each receiving facility, with grand totals. Runs by customer/generator (cust/gen) code, generator (gen) code or corporate account link. Specify time frame. (Provides pounds per initial receiving facility only, no final disposal outlets).

Contract Price Report

Lists profiles under a contract with price per UOM. Can be run for 1 customer code or whole contract. NOTE: This report does not show surcharges, specifications or other terms and conditions.

Profile Volume Haz Class Summary

Shows profile with waste code in rows, with total (approximate) pounds shipped per profile in Haz/Non-Haz categories & grand totals. Run by customer, generator or D&B code. Specify time frame. Very popular with customers for their reporting requirements

Profile Volume Qty/Cost Summary

Shows each profile shipped as a row with total quantity in UOM and amount billed (disposal charges only) per UOM. Includes grand totals. Can be run by customer code, generator code, or D&B link. Specify time frame.

Profile Volume Qty Summary (LBS)

Shows each profile shipped as a row with total quantity per UOM and total approximate pounds shipped per UOM for each profile. Includes grand totals. Can be run by customer code, generator code, or D&B link code. Specify time frame.

PERMITS AND LICENSES

TRANSPORTATION COMPLIANCE & PERMITS

Clean Harbors' Transportation Compliance Department oversees the transport and transport-related activities by implementing and managing all applicable rules and regulations as mandated by the U. S. Department of Transportation (US DOT), Research and Special Programs Administration, Federal Motor Carrier Safety Administration, Federal Aviation Administration, Maritime Administration, Federal Railroad Administration, Transport Canada, and other associated agencies at the local, state, provincial and federal level.

The Transportation Compliance Department brings 50-plus years of experience in the management of hazardous materials and driver regulations and presents and maintains a fleet of vehicles and personnel that represents the image, professionalism and service of Clean Harbors. With service encompassing an enormous geographical area, the Transportation Compliance Department monitors and maintains an entire array of transportation permits and exemptions as issued by local, state, provincial, and federal agencies.

Clean Harbors' satisfactory DOT rating as well as the SafeStat measurement system status readily demonstrates the company's commitment to transportation compliance. The SafeStat measurement system is based on the performance of a motor carrier that is evaluated in four major categories identified as Accident data, Driver data, Vehicle data, and Safety Management data. This data is continuously collected, updated on a monthly basis, and available to the public in an electronic format.

Transportation Security has become one of the most important global concerns of current times. Clean Harbors has devised and implemented a comprehensive Transportation Security Plan. The Transportation Compliance Department is consigned to maintain and revise the Transportation Security Plan pursuant to regulatory or internal procedural changes to maintain the continued safety of the transport of hazardous materials.

TRANSPORTATION PERMITS

Clean Harbors will transport all waste to approved, and EPA licensed, hazardous waste facilities.

Permits and registrations necessary to transport hazardous waste, including HHW, are summarized in the following Table. Copies of the permits and a state-by-state permit listing follows the table.

Clean Harbors Environmental Services Inc. Transportation Permits and Licenses

Authority	License / Permit Number	Expiration
US EPA <i>Hazardous Waste Transporter</i>	MAD039322250	N/A
US DOT Pipeline & Hazardous Materials Safety Administration <i>Hazardous Materials Certificate of Registration</i>	060320550422CE	06/30/23
US DOT Federal Motor Carrier Safety Administration <i>Hazardous Material Safety Permit</i>	US-180743-MA-HMSP	03/31/22
Florida Department of Environmental Protection <i>Hazardous Waste Transporter Certificate of Approval</i>	MAD039322250	6/30/2022

US EPA Hazardous Waste Transporter Identification Number

A
0

EPA

**ACKNOWLEDGEMENT OF NOTIFICATION
OF HAZARDOUS WASTE ACTIVITY**

This is to acknowledge that you have filed a Notification of Hazardous Waste Activity for the installation located at the address shown in the box below to comply with Section 3010 of the Resource Conservation and Recovery Act (RCRA). Your EPA Identification Number for that installation appears in the box below. The EPA Identification Number must be included on all shipping manifests for transporting hazardous wastes; on all Annual Reports that generator of hazardous waste, and owners and operators of hazardous waste treatment, storage and disposal facilities must file with EPA; on all applications for a Federal Hazardous Waste Permit; on all other hazardous waste management reports and documents required under Subtitle C of RCRA.

EPA I.D. NUMBER: **MA10J9) 22 25 0**

INSTITUTION ADDRESS:

EPA 1100-UA c+col

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



**HAZARDOUS MATERIALS
CERTIFICATE OF REGISTRATION
FOR REGISTRATION YEAR(S) 2020-2023**

Registrant: CLEAN HARBORS ENVIRONMENTAL SERVICES INC
ATTN: Colleen Costello
PO BOX 9149
NORWELL, MA 02061-9149

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: 060320550422CE Effective: July 1, 2020 Expires: June 30, 2023

HM Company ID: 7987

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.

U.S. Department of Transportation
Federal Motor Carrier Safety

1200 New Jersey Ave., S.E.

Administration Washington, DC 20590

March 17, 2020

In reply refer to:
USDOT Number: 180743

MC Number: MC152120

ALAN S MCKIM
CHAIRMAN
CLEAN HARBORS ENVIRONMENTAL SERVICES INC
PO BOX 9149
NORWELL, MA 02061

Dear ALAN S MCKIM:

HAZARDOUS MATERIALS SAFETY PERMIT HM Safety Permit ID: US-180743-MA-HMSP
Effective Date: March 17, 2020

The Hazardous Materials Safety Permit (HMSP) is verification of the motor carrier's permission to engage in the transportation of hazardous materials listed in 49 CFR 385.403 by motor vehicle in interstate, intrastate, or foreign commerce.

This HMSP will be effective beginning March 17, 2020 and remain effective through March 31, 2022 if your company maintains compliance with the requirements pertaining to the safe and secure movement of hazardous materials for the protection of the public (49 CFR 385 and other applicable Federal Motor Carrier Safety Regulations and Hazardous Material Regulations). Failure to maintain compliance will constitute sufficient grounds for suspension or revocation of this authority.

Willful and persistent noncompliance with applicable safety fitness regulations as evidenced by a Department of Transportation safety fitness rating less than "Satisfactory" or by other indicators, could result in a proceeding requiring the holder of this permit to show cause as to why this authority should not be suspended or revoked.

For questions regarding this document you may contact the FMCSA Hazardous Materials Division at 202-366-6121.

Sincerely,



Joseph P. DeLorenzo
Director, Office of Enforcement and Compliance



FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

May 20, 2021

Paul Thompson
Clean Harbors Environmental Services Inc
42 Longwater Drive
Norwell, MA 02061

Re: Florida Hazardous Waste Transporter Approval

Dear Paul Thompson:

Your Florida Hazardous Waste Transporter Approval Certificate is enclosed. The terms and conditions of approval are specified in Sections 62-730.170 and 62-730.171 of Chapter 62-730, Florida Administrative Code, <https://www.flrules.org/gateway/ChapterHome.asp?Chapter=62-730>. Please note the following.

1. You must demonstrate proof of liability coverage on an annual basis, even if your insurance policy is issued on a multi-year basis. If no changes in status or insurance coverage have occurred, you can meet this requirement by submitting a certificate of liability coverage form.
2. A copy of your insurance policy, together with any endorsements, must be maintained at your principal place of business.
3. Your insurer can not terminate your coverage until 30 days after filing written notice with DEP, by Certified mail, that your policy has expired or has been canceled.
4. Any changes to the information specified on your approval certificate will render it null and void. It is your responsibility to advise DEP of any changes in liability coverage or status.
5. A copy of the Department approval shall be carried in each vehicle transporting hazardous waste for the transportation company.
6. RENEWAL DATE: If you are also a registered used oil handler, you must submit the 8700-12FL – Florida Notification of Regulation Waste Activity [Form 62-730.900(1)(b)] and evidence of casualty/liability insurance by **March 1** of each year, with your annual used oil registration. If you are not a registered used oil handler, you must submit these documents by **September 1** of each year.

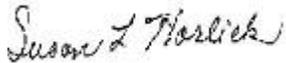
Paul Thompson
May 20, 2021
Page Two

This letter does not authorize you to operate a hazardous waste transfer facility. Please refer to Form 8700-12FL, page 2, item 7(e) for a list of all the required documents that must be submitted.

If you are currently operating an authorized transfer facility, you must maintain records of incoming and outgoing hazardous waste shipments. These records must include generator names and manifest numbers, and, unless otherwise approved by the Department, must be maintained at the transfer facility in accordance with Rule 62-730.171, 7(6), F.A.C.

If you have any questions, please contact me at 850/245-8778.

Sincerely,



Susan Horlick
Environmental Specialist III
Hazardous Waste Regulation Section

SH

Enclosures: Hazardous Waste Transporter Approval Certificate
Insurance Verification



FLORIDA DEPARTMENT OF Environmental Protection

**Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400**

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

HAZARDOUS WASTE TRANSPORTER CERTIFICATE OF APPROVAL

This is to certify that the carrier specified below has been approved as a hazardous waste transporter in Florida. The terms and conditions of this certificate require that the holder comply with all applicable portions of Chapter 62-730, Florida Administrative Code. This certificate shall be rendered null and void if any information contained within becomes obsolete. The certificate shall remain valid through the expiration date specified below.

TRANSPORTER: Clean Harbors Environmental Services Inc

FACILITY ID NO: MAD039322250

FACILITY ADDRESS: 42 Longwater Drive
Norwell, MA 02061-9149

EXPIRATION DATE: June 30, 2022

APPROVED TRANSFER FACILITY: NO

APPROVAL ISSUED BY: *Susan L Horlick* _____ DATE: May 20, 2021
Susan Horlick
Environmental Specialist III
Hazardous Waste Regulation Section
850/245-8778

RCRA Hazardous Waste Status Notification or Out of Business Notification		EPA ID No.*	MAD039322250
7. Real Property (FL Land) Owner of the Facility's Physical Location (List additional owners in the comments section)			
Name of Owner*: REIT Management & Research LLC		Date became Owner*: __/__/__ <input type="checkbox"/> New Owner mm dd yy	
Street or P.O. Box (or same address box is checked)*: 400 Center St.		Phone Number*:	
City or Town*: Newton State*: MA		Zip Code*: 2458 Country (if not USA)	
E-Mail*:			
Owner Type*: <input checked="" type="checkbox"/> Private <input type="checkbox"/> Federal <input type="checkbox"/> Municipal <input type="checkbox"/> State <input type="checkbox"/> County <input type="checkbox"/> Other _____			
Comments:			
8. Facility Operator (List additional Operators in the comments section). Same address as #-fi.-- above or:			
Name of Operator*:		Date became Operator*: / / _ <input type="checkbox"/> New Operator mm dd yy	
Street or P.O. Box (or same address box is checked)*:		Phone Number*:	
City or Town*: j State*:		Zip Code*: Country (if not USA):	
E-Mail*:			
Operator Type*: <input type="checkbox"/> Private <input type="checkbox"/> Federal <input type="checkbox"/> Municipal <input type="checkbox"/> State <input type="checkbox"/> County <input type="checkbox"/> Other			
Comments:			
9. RCRA Hazardous Waste Activities at this Facility: (Mark 'X' in all that apply):			
(1) Generator of Hazardous Waste			
I-Yes [5(No (This does not include Universal Waste or Used Oil)			
If YES, Choose only one of the following three categories.			
<input type="checkbox"/> a. Large Quantity Generator (LQG):			
- Generates in any calendar month (includes quantities imported by importer site) 1,000 kilograms or greater per month (kg/mo) (2,200 lbs/mo.) of non-acute hazardous waste; or			
- Generates in any calendar month, or accumulates at any time, more than 1 kg/mo (2.2 lbs/mo) of acute hazardous waste; or			
- Generates in any calendar month, or accumulates at any time, more than 100 kg/mo (220 lb/mo) of acute hazardous spill cleanup material.			
D b. Small Quantity Generator (SQG):			
- Generates in any calendar month greater than 100kg/mo but less than 1,000 kg/mo (>220 to <2,200 lbs.) of non-acute hazardous waste and/or 1 kg (2.2 lbs) or less of acute hazardous waste and/or no more than 100 kg (220 lbs) of any acute hazardous spill cleanup material.			
<input type="checkbox"/> c. Very Small Quantity Generator (VSQG):			
- Generates in any calendar month 100 kg/mo or less (220 lbs.) of non-acute hazardous waste and/or 1 kg (2.2 lbs) or less of acute hazardous waste.			
In addition, indicate other generator activities that apply.			
D d. Short-Term Generator (one-time, not on-going)			
D e. Mixed Waste (hazardous and radioactive) Generator			
D f. United States Importer of hazardous waste			
D g. LQG notifying of VSQG Hazardous Waste Under Control of the Same Person pursuant to 40 CFR 262.17(f). (Addendum A Required)			
D h. Episodic: Not lasting more than 60 days: <input type="checkbox"/> s Qo[] LQG (Addendum B Required)			
<input type="checkbox"/> i. Electronic Manifest Broker, as defined in 40 CFR 260.10, electing to use EPA electronic manifest system to obtain, complete, and transmit an electronic manifest under a contractual relationship with a hazardous waste generator.			

RCRA Hazardous Waste Status Notification or Out of Business Notification

EPA ID No.*
MAD039322250

9. RCRA Hazardous Waste Activities at this Facility continued: (Mark 'X' in all that apply):

For Items 3 through 9, mark 'X' in all that apply.

(2) **Treater, Storer, or Disposer of Hazardous Waste** (at your facility-Choose Only One) Note: A hazardous waste permit may be required for this activity.

a. Operating Commercial TSD

b. Operating Non-Commercial TSD

c. Non-Open rating: Postclosure or Corrective Action Permit or Order (HSWA, etc.)

(3) **0Recycler of Hazardous Waste** (at your facility)

Specify: Commercial Non-Commercial

Specify: - Stores prior to recycling Does not store prior to recycling.
Note: A permit may be required for storage prior to recycling.

(4) **D Exempt Boiler and/or Industrial Furnace**

a. Small Quantity On-site Burner Exemption

b. Smelting, Melting, and Refining Furnace Exemption

(5) **0Person Authorized to Manage Very Small Quantity Waste Generated at Other Facilities**

Choose this management activity ONLY if you attach EITHER a copy of your application for such authorization OR the authorization you received from FDEP.

(6) **D Receives Hazardous Waste from Off-Site**

(7) **D Underground Injection Control**

(8) **D Recognized Trader-** Mark all that apply

a. Importer

b. Exporter

(9) **D Importer/ Exporter of Spent Lead-Acid Batteries (SLABs) under 40 CFR subpart G-** Mark all that apply

a. Importer

b. Exporter

10. Waste Codes for Federally Regulated Hazardous Wastes*: List the waste codes of the Federal hazardous wastes handled at your facility. List them in the order they are presented in the regulations (e.g., D00i, D003, F007, K019, P012, U1 12). Hazardous waste transporters must list codes routinely or usually transported. Use comments or an additional page if more spaces are needed.

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21

11. Other Status Changes (If no longer handling waste or closed, items 9 and 10 should be left blank and items 12-16 skipped):

(A) **Central Accumulation Area (CAA) or Facility Closed:**

Central Accumulation Area (CAA)

Facility Closed (Complete this section only if all business activities at this facility have ceased.)

(B) **Closure Dates:**

(1) Expected closure date _____ (date in mm/dd/yyyy)

(2) Requesting new closure date _____ (date in mm/dd/yyyy)

(3) Date of closure: _____ (date in mm/dd/yyyy)

a. In compliance with the closure performance standards in 40 CFR 262.17(a)(8)

b. Not in compliance with the closure performance standards in 40 CFR 262.17(a)(8)

(C) **Property Tax Default**

{D} Petition for Bankruptcy Protection

Universal Waste Notification and Mercury Transporter/Handler Registration | EPA ID No.* **MAD039322250**

12. Universal Waste (UW) Activities (Mark 'X' and complete all that apply) :

A. Federal Notification

Federally Defined Large Quantity Handler (LQH) = Generate/Accumulate: 5,000kg (11,000 lb) or more of any combination of UW accumulated (at any one time)

Accumulates: **a. UW Batteries** **b. Pesticides** **c. Pharmaceuticals**

Destination Facility for UW Note: For this activity, a facility must treat, dispose, or recycle a UW. **d. Mercury Containing Devices** **e. Mercury Containing Lamps**

A permit is required for storage prior to recycling.

B. Florida Universal Pharmaceutical Waste (UPW): one-time notification

Pharmaceuticals **LQH** = 5,000 kg or more of Universal Pharmaceutical Waste (UPW) accumulated (at any one time)

Pharmaceuticals **Acute LQH** = more than 1 kg (2.2 lb) of acutely hazardous ("P-listed") pharmaceutical waste (UPW) accumulated (at any one time)

Reverse Distributor of Universal Pharmaceutical Waste (UPW) (must be permitted with the Florida Department of Business and Professional Regulation [DBPR])
 Florida Universal Pharmaceutical Waste (**UPW**) Transporter

C. Florida Annual Mercury Handler Registration:

For-hire transporters, transfer facilities, handlers, reclamation and recovery facilities of Mercury-Containing Lamps and Devices operating in the State of Florida are required to register annually with the Department using this section of the form [Chapter 62-737, F.A.C.]. A one-time fee of \$1,000 is required for first time registration as a Large Quantity for-hire Handler of Mercury-Containing Lamps and Devices as detailed in 62-737.400(3)(a)3., F.A.C. (please contact FDEP first).

If you only generate lamps and/or devices or manage pharmaceuticals, do not register or complete the information below.

(1) This form is being submitted as a Florida Registration of Universal Waste Mercury Transporter/Handler for-hire Activities

1st Annual Registration Annual Renewal One-time \$1,000 fee for Mercury for-hire first time LQH registration is attached

<input type="checkbox"/> For-hire Transporter of Universal Waste Mercury-Containing Lamps or Devices <input type="checkbox"/> For-hire Transfer Facility of Universal Waste Mercury-Containing Lamps or Devices <input type="checkbox"/> Mercury-Containing Devices (thermostats, etc.) SQH = less than 100 kg accumulated by for-hire handler <input type="checkbox"/> Mercury-Containing Lamps SQH = less than 2,000 kg (8,000 lamps) accumulated by for-hire handler	Annual Registration Required
<input type="checkbox"/> Mercury-Containing Devices LQH = 100 kg (220 lb) or more accumulated at any one time by for-hire handler <input type="checkbox"/> Mercury-Containing Lamps LQH = 2,000 kg (4400 lbs/8,000 lamps) or more accumulated by for-hire handler	Annual Registration + one-time \$1,000 fee + More Requirements (contact FDEP)
<p>(2) Mercury Recovery and/or Reclamation Facility (A <u>hazardous</u> waste <u>permit</u> is required for this activity)</p> <p><input checked="" type="checkbox"/> 1st Annual Registration <input checked="" type="checkbox"/> Annual Renewal</p>	Annual Registration Required

Briefly Describe your Universal Waste Activities: We use Drum Top Bulb Crusher(s).

13. Other State Regulated Waste Activities: Petroleum Contact Water (PCW) Recovery Transport [62-740 F.A.C.]
 Note: A water facility permit may be required for this activity. An annual report is required for a recovery facility pursuant to Rule [62-740.300(5)] F.A.C.

Hazardous Waste Transporter and Academic Laboratories	EPA ID No.* MAD039322250
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14. HW Transporter Activities: (Mark 'X' and complete all that apply if you need to register your HW Transporter activities)

Transporters of and Transfer Facilities for Hazardous Waste in the State of Florida are required to register and annually renew their registration. Evidence of casualty/liability insurance pursuant to 62-730.170(2)(a) is required as part of this registration. Transporters and transfer facilities may only begin operations after receiving approval from the Department.

Generators who transport waste only within the boundaries of their facility should NOT register in box 14.A below.

A. HW Transporter Registration Information (must be completed annually and when this information changes)

This form is: Initial Registration Renewal Notification of changes Cancel Registration

1. For own waste only

2. For commercial purposes

3. Both commercial and own waste

4. Transportation Mode Air Rail Highway Water Other - specify _____

B. HW Transfer Facility Registration Information (must be completed annually and when this information changes)

This facility is a Hazardous Waste Transfer Facility: (as listed in Item 3) Storage Volume _____

This form is: Initial Registration Renewal Notification of changes Cancel Registration

Note: Hazardous Waste transfer facilities must comply with the requirements of Rule 62-730.171, F.A.C., and Rule 62-730.182, F.A.C.

The Transfer Facility records required under the provisions of Rule 62-730.171(6), F.A.C., are kept at (check one):

Our mailing (business) address The site (facility) address

Please enter the EPA ID Number of the HW Transporter who carries the insurance for this Transfer Facility:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Please see 14.C for additional items to be submitted for registration of a Hazardous Waste Transfer Facility [Rule 62-730.171(3), Florida Administrative Code (F.A.C.)]:

C. The following items are required to be submitted with the initial notification for a transfer facility and any changed items must be submitted with any subsequent submission [Rule 62-730.171(3), Florida Administrative Code (F.A.C.)]:

- Certification by a responsible corporate officer of the transporter facility that the proposed location satisfies the criteria of Section 403.7211(2), Florida Statutes (F.S.) [Rule 62-730.171(3)(a)1., F.A.C.]
- Evidence of the transporter facility's financial responsibility [Rule 62-730.171(3)(a)3., F.A.C.]
- A brief general description of the transfer facility operations [Rule 62-730.171(3)(a)4., F.A.C.]
- A copy of the facility closure plan [Rule 62-730.171(3)(a)5., F.A.C.]
- A copy of the contingency and emergency plan [Rule 62-730.171(3)(a)6., F.A.C.]
- A map or maps of the transfer facility [Rule 62-730.171(3)(a)7., F.A.C.]

15. Eligible Academic Entities with Laboratories-Notification for opting into or withdrawing from managing laboratory hazardous wastes pursuant to 40 CFR Part 262 Subpart K

1. Opting into or currently operating under 40 CFR Part 262 Subpart K for the management of hazardous wastes in laboratories

See the item-by-item instructions for definitions of types of eligible academic entities. Mark all that apply:

a. College or University

b. Teaching Hospital that is owned by or has a formal written affiliation agreement with a college or university

c. Non-profit Institute that is owned by or has a formal written affiliation agreement with a college or university

2. Withdrawing from 40 CFR Part 262 Subpart K for the management of hazardous wastes in laboratories

Used Oil and Hazardous Secondary Material

EPA ID No.*

MAD039322250

16. Used Oil and Used Oil Filter Activities: (Mark 'X' and complete all that apply)

Transporters (exemptions in 40 CFR 279.40(a)(1-4)), transfer facilities, processors, off-specification burners, and/or marketers **must annually register** with the Department using this form. An annual \$100 registration fee is required for all, except used oil (UO) Processors and collection centers.

This form is: **D** Initial Registration **[B]** Renewal **D** Notification of changes **D** Cancel Registration

- D** If applicable, a check or money order, in the amount of \$100, payable to Florida Department of Environmental Protection is enclosed. VO Collection Centers must check 16.(2) of this form (not as a registration) .

(1) Used Oil Transporter - mark 'X' in all that apply: (occurring in Florida)

181 a. Transporter (off-site) and noncontiguous locations

Db. Transfer Facility

(2) **D** Collection Center (From businesses, no more than 55 gal per shipment)

(3) **0** Used Oil Processor (**A permit is required.**)

(4) **D** Used Oil Re-refiner (**A permit is required.**)

(5) **D** Off-Specification Used Oil Burner
D Utility Boiler **D** Industrial Boiler Industrial Furnace

(6) Used Oil Fuel Marketer **Gn-Spec** **D**off-Spec

(7) Used Oil Filter Management (must annually register)

181 a. Transporter

D b. Transfer Facility

0 c. Processor (Annual Report Required)

D d. End User (see instructions for definition)

(8) The records required under the provisions of Rule 62-710.510, FAC, are kept at (check one):

X our mailing (business) address (as listed in Item 4)

D The site (facility) address (as listed in Item 3)

(9) Used Oil Transporters: (Exemptions in 40 CFR 279.40(a)(1-4))

- ALL registered VO transporters must submit an annual report except generators transporting UO from noncontiguous operations within their own company .
- UO transporters transporting off-site over public highways only within their own company must submit proof of insurance.
- VO transporters transporting more than 500 gallons/year must submit proof of insurance annually, and must sign and certify this submission as a certified used oil transporter in section 19 (except those exempted by Rule 62-710.600(1), F.A.C.).

Q The used oil annual report is attached **181** Evidence of Liability Insurance pursuant to 62-710.600(2)(e), F.A.C. is attached.

17. Notification of Hazardous Secondary Material (HSM) Activity

(1) **D** Notifying under 40 CFR 260.42 that you will begin managing, are managing, or will stop managing hazardous secondary material under 40 CFR 260.30, 40 CFR 261.4(a)(23), (24), or (27). (**Addendum C Required**)

(2) **D** Notifying under 40 CFR 260.43(a)(4)(iii) that the product of your recycling process has levels of hazardous constituents that are not comparable to or unable to be compared to a legitimate product or intermediate but that the recycling is still legitimate. (**Addendum C Required**)

Required signature page

EPA ID No. MAD039322250

18. Comments {attach a page if more space is needed):

Blank area for comments.

19. Certification: I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. The information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for known violations.

I certify as a **Used Oil Transporter** that I am familiar with the applicable Florida and Federal laws and rules governing used oil transportation and have an annual and monthly employee training program in place covering the applicable used oil rules. Evidence of financial responsibility is demonstrated by the holder of a Used Oil Transporter Certificate of Liability Insurance, DEP form 62-730.900(5)(a), F.A.C..

Signature of owner, operator, or authorized representative:	Date Signed (mm-dd-yyyy):
	5-11-19

Print Name (First, Middle Initial, Last):	Title:
Paul B. Thompson	SVP - Transportation Compliance

Organization:	Used Oil
Clean Harbors Environmental Services, Inc.	LJ

Email: Permitsus@Cleanharbors.com

Signature of owner, operator, or an authorized representative:	Date Signed (mm-dd-yyyy):

Print Name (First, Middle Initial, Last):	Title:

Organization:	Used Oil
	LJ

Email:

If the person that filled in this form is not the Facility Contact or Operator, please complete the information below:

(Name of person completing this form)	(Phone Number)	(E-mail Address)

Mail original completed form to: Department of Environmental Protection
2600 Blair Stone Road, Mail Station 4560
Tallahassee, Florida 32399-2400



STATE OF FLORIDA
CERTIFICATE OF LIABILITY INSURANCE
HAZARDOUS WASTE TRANSPORTER AND USE - D O I B H A N D L E R

I. ACE American Insurance Company
(Name of Insurer)

(the "Insurer"), of 436 Walnut Street, Philadelphia, PA 19106
(Address of Insurer)

hereby certifies that it has issued liability insurance covering bodily injury and property damage including environmental restoration for sudden accidental occurrences to

Clean Harbors, Inc.
(Name of Insured)

(the "Insured"), of 42 Longwater Drive, Norwell, MA 02061
(Physical Address of Insured)

in connection with the insured's obligation to demonstrate financial responsibility under Florida Administrative Code Rule 62-710.600(2) and 62-730.170. The coverage applies at:

<u>EPA ID No.</u>	<u>Physical Address</u>
MAD039322250	Clean Harbors Environmental Services, Inc. 42 Longwater Dr., Norwell MA 02061
FLD980729610	Clean Harbors Florida, LLC 7001 Kilo Drive, Bartow FL 33830

(If coverage is for multiple facilities, identify each facility insured.)

This insurance is primary and the company shall not be liable for amounts in excess of \$500,000 for each accident, exclusive of legal defense costs. The coverage is provided under policy number ISA H25291475, issued on 11/11/2020 (date)

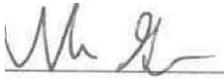
The effective date of said policy is 11/11/2020 (date) and the expiration date of said policy is 11/11/2021 (date)

This insurance is excess and the company shall not be liable for amounts in excess of \$_____ for each accident in excess of the underlying limit of \$_____ for each accident, exclusive of legal defense costs. The coverage is provided under policy number _____, issued on _____ (date) - The effective date of said policy is _____ (date) and the expiration date of said policy is 11/11/2021 (date)

Mail original completed form to: Department of Environmental Protection For assistance call: 850-245-8707
2600 Blair Stone Road, Mail Station 4560
Tallahassee, Florida 32399-2400

2. The Insurer further certifies the following with respect to the insurance described in Paragraph 1:
- (a) Bankruptcy or insolvency of the insured shall not relieve the Insurer of its obligations under the policy.
 - (b) The Insurer is liable for the payment of amounts within any deductible applicable to the policy, with a right of reimbursement by the insured for any such payment made by the Insurer.
 - (c) Whenever requested by the Secretary (or designee) of the Florida Department of Environmental Protection (FDEP), the Insurer agrees to furnish to the Department a signed duplicate original of the policy and all endorsements.
 - (d) Cancellation of the insurance, whether by the Insurer or the Insured and any other termination of the insurance (e.g., expiration, non-renewal), will be effective only upon written notice and only after the expiration of thirty (30) days after a copy of such written notice is received by the Secretary of the FDEP as evidenced by certified mail return receipt.
 - (e) The Insurer shall not be liable for the payment of any judgment or judgments against the Insured for claims resulting from accidents which occur after the termination of the insurance described herein, but such termination shall not affect the liability of the Insurer for the payment of any such judgment or judgments resulting from accidents which occur during the time the policy is in effect.

I hereby certify that the Insurer is licensed to transact the business of insurance, or eligible to provide insurance as an excess or surplus lines insurer, in one of more States including Florida.



(Signature of Authorized Representative of Insurer)

Mark Glover

(Typed name)

VP

(Title)

Authorized Representative of

ACE American Insurance Company

(Name of Insurer)

One Financial Center, 24th Floor, Boston, MA 02111

(Address of Representative)

Clean Harbors Environmental Services, Inc.
State Transporter Permit Listing

Federal U.S. EPA ID# MAD039322250

ICC MC# 152120

State	Permit Number	Issuing Agency	Agency Address
Dept. of Transportation	061499 451 013H	Research & Special Programs Administration	400 Seventh Street Washington, DC 20590
Alabama	MAD039322250	Dept. of Environmental Management	1751 Cong. W.L. Dickenson Drive Montgomery, AL 36130
Arkansas	H197	Highway Police	10324 Interstate 30 Little Rock, AR 72219
California	# 3500	Dept. of Toxic Substances Control	400 P Street, 4 th Floor Sacramento, CA 35812
Cleveland, City of	# 61	Dept. of Public Safety	1645 Superior Avenue Cleveland, OH 44114
Colorado	HMP-01736	Public Utilities Commission	580 Logan Street Denver, CO 80203
Connecticut	CT-HW-112	Dept. of Environmental Protection	79 Elm Street Hartford, CT 06106
Dade County	LW-00428-95	Dept. of Environmental Resources Mgt	33 S.W. 2 nd Avenue, Suite 800 Miami, FL 33130
Delaware	DE HW-330	Dept. of Natural Resources	89 Kings Highway, P.O. Box 1401 Dover, DE 19903
Delaware	DE SW-330	Dept. Of Natural Resources	89 Kings Highway, P.O. Box 1401 Dover, DE 19903
Florida	PMHX-04681	Dept. of Environmental Protection	2600 Blair Stone Road Tallahassee, FL 32399-2400
Georgia	Vehicle Specific	Public Service Commission	244 Washington St., S.W. Atlanta, GA 30334
Illinois	UPW-180743-OH	Public Utilities Commission of Ohio – Uniform Permit Program	180 East Broad Street Columbus, OH 43215
Kansas	MAD039322250	Dept. of Health & Environment	Forbes Field, Building 740 Topeka, KS 66620
Kentucky	MAD039322250	Dept. of Environmental Protection	18 Riley Road Frankfort, KY 40601
Maine	ME-HWT-105	Dept. of Environmental Protection	17 State House Station Augusta, ME 04333
Maine	ME-WOT-001	Dept. of Environmental Protection	17 State House Station Augusta, ME 04333
Maryland	HWH-160	Department of the Environment	2500 Broening Highway Baltimore, MD21224
Massachusetts	MA-172	Dept. of Environmental Protection	One Winter Street Boston, MA 02108
Michigan	UPW-180743-OH	Public Utilities Commission of Ohio – Uniform Permit Program	180 East Broad Street, Columbus, OH 43215
Minnesota	UPW-180743-OH	Public Utilities Commission of Ohio – Uniform Permit Program	180 East Broad Street, Columbus, OH 43215
Missouri	H-1338	Dept. of Natural Resources	P.O. Box 176, Jefferson City, MO 65102
Nevada	UPW-180743-OH	Public Utilities Commission of Ohio – Uniform Permit Program	180 East Broad Street, Columbus, OH 43215
New Hampshire	TNH-0014	Dept. of Environmental Services	6 Hazen Drive Concord, NH 03301-6509
New Jersey	Hazardous- # 07259	Dept. Of Environmental Protection	401 East State Street, Trenton, NJ 08625
New Jersey	Solid- # 16666	Dept. Of Environmental Protection	401 East State Street, Trenton, NJ 08625
New York	MA-006	Dept. Of Environmental Conservation	50 Wolf Road Albany, NY 12233
North Dakota	WH-555	Dept. of Health	1200 Missouri Avenue Bismarck, ND 58506
Ohio		No state specific requirements	
Oklahoma	# 3333	Dept. of Environmental Quality	707 North Robinson Oklahoma City, OK 73101
Ontario	A860228	Ministry of the Environment	135 St. Clair Ave.W. Ste. 100, Toronto, Ontario M4V1P5
Pennsylvania	PA-AH-0312	Dept. of Environmental Protection	Rachel Carson State Office Bldg Harrisburg, PA 17120
Pennsylvania (Bio)	PA-HC-0053	Dept. of Environmental Protection	Rachel Carson State Office Bldg Harrisburg, PA 17120
Quebec	7610-0601-017601	Ministry of the Environment & Wildlife	5199 East Sherbrooke, Montreal, Quebec H3T 3x9
Rhode Island	RI-387	Dept. of Environmental Management	235 Promenade Street Providence, RI 02908
Rhode Island	RIMWTRAN-230	Dept. of Environmental Management	235 Promenade Street Providence, RI 02908
South Carolina	039322250T	Dept. of Health & Environmental Control	2600 Bull Street, Columbia, SC 29201
Tennessee	MAD039322250	Dept. of the Environment	401 Church Street Nashville, TN 37243
Texas	# 41315	National Resource Conservation Commission	P.O Box 13087 Austin, TX 78711
Vermont	Veh. Specific	Dept. of Environmental Conservation	103 South Main Street Waterbury, VT 05671
Virginia	MAD030322250-1	Dept. of Environmental Quality	Monroe Bldg. 101 N. 14th Street, Richmond, VA 23219
West Virginia	UPW-180743-OH	Public Utilities Commission of Ohio – Uniform Permit Program	180 East Broad Street, Columbus, OH 43215
Wisconsin	# 12102	Department Of Natural Resources	2300 North Dr. Martin Luther King Jr. Drive Milwaukee, WI 53212

FACILITY PERMITS

Facility Fact Sheets summarizing the permits held by our Bartow and Deer Park facilities are included on the following pages. Copies of specific permits are available upon request.

WASTE DISPOSAL SERVICES

Bartow, Florida Facility

Located in west central Florida, the Bartow facility is fully permitted to manage a wide variety of regulated materials including RCRA hazardous waste, PCBs, APHIS soils and non-regulated waste materials. The facility is utilized for permitted storage, fuels blending, consolidation and solid waste solidification.

Permit

- EPA ID# FLD 980 729 610
- Solid Waste Processing Permit – 64247-SO-018
- DEA Controlled Substance Management Registration – RC0482771
- RCRA Part B Operating Permit – 64247-HO-017
- TSCA Permit No. FLD 980 729 610
- Used Oil Permit No. FLD 980 729 610
- Universal Waste Lamps and Devices Handler Permit Number FLD 980 729 610
- Air Permit – 1050167-014-AO
- Storage Tank Placard No. – 529696
- USDA APHIS Permit No. – P330-17-00364
- Florida Department of Health Rx Permit# 5315
- Florida Department of Health Biomedical Waste Permit #53-64-1283960
- South Florida Water Management District Compliance #401359



FACILITY
DESCRIPTION

1987

START-UP DATE



10 AC.

FACILITY SIZE (ACRE)



FL

STATE/PROVINCE



Services Provided:

- Fuels Blending
- Hazardous and Non-Hazardous Solids Bulking
- Unknown Material Identification
- Storage prior to final Treatment and/or Disposal
- Lab Packing, Solid waste solidification, PCB storage,
- Medical Waste management, DEA Controlled Substance and Prescription medicine reverse distribution

Typical Customers: Hospitals, colleges and universities, laboratories, utilities, manufacturers, government agencies, hotels, space industry.

Typical Waste Streams: Contaminated process wastewaters, inorganic cleaning solutions, oils, spent flammable solvents, organic and inorganic laboratory chemicals, paint residues, debris from toxic or reactive chemical cleanups, off-spec commercial products.

Treatment, Storage and Disposal Capabilities

- Bulk Storage Capacity: 166,600 gallons
- Drum Storage Capacity: 4,424 drums (55-gallon)
- Roll-Off Storage Capacity: 32,312 gallons (4 x 40 cubic yards)
- Solid waste solidification mix tub
- Wide range of permitted waste codes



WASTE DISPOSAL SERVICES

Deer Park, Texas Facility

The Deer Park facility is fully permitted to manage a wide variety of regulated materials including RCRA hazardous waste, PCBs, APHIS soils, and non-regulated waste materials. Properly packaged infectious waste and witness-burned DEA-controlled substances can also be incinerated at the Deer Park facility.

Utilized for incineration, the Deer Park facility is self supported with ancillary units. It is a stand-alone disposal facility with an on-site landfill, a wastewater treatment plant, and storage/processing units. A full staff of technical, operational, and administrative personnel handles the most complex customer needs.

Permit

- US EPA ID No. TXD055141378
- TCEQ Facility Permit for Industrial Solid Waste Management Site No. HW- 50089-001 (Part B)
- TCEQ Compliance Plan CP- 50089-001
- TCEQ New Source Review Air Permit Nos. 5064 and N001
- TCEQ Federal Operating Permit No. O-1566 (Title V Air Permit)
- US EPA TSCA Authorized for Commercial PCB Storage and Incineration
- TCEQ TPDES Permit No. WQ0001429000
- USDA APHIS Permit No. P 330-16-00127
- Harris Galveston Coastal Subsidence District Permit No. 100601
- TCEQ Water Well Permit No. 1487



FACILITY
DESCRIPTION

1971
START-UP DATE



145 AC.
FACILITY SIZE (ACRES)



TX
STATE/PROVINCE

Services Provided:

- Incineration of all types of waste (solids, liquids, sludge, and gas), drums, tankers, and rail
- Storage prior to Incineration
- On-Site Landfill of incineration residues
- On-Site Wastewater Treatment of self-generated aqueous by-products

Typical Customers: Chemical facilities, pharmaceutical companies, manufacturers, R&D facilities, colleges and universities, government research facilities, state and municipal agencies, and medical facilities.

Typical Waste Streams: Contaminated process wastewaters, oils, spent flammable solvents, organic and inorganic laboratory chemicals, paint residues, debris from toxic or reactive chemical cleanups, off-spec commercial products, cylinders, and labpacks.

Treatment, Storage and Disposal Capabilities

- Incineration: Train I, 180 MM BTU/HR; Train II, 153.5 MM BTU/HR
- Tank Storage Capacity: 830,000 gallons
- Drum Storage Capacity: 1,490,000 gallons (25,000 drums)
- Tanker Storage Capacity: 132,000 gallons (24 tankers)
- Bin Storage Capacity: 7,650 cubic yards (250 bins)
- PCBs - Incineration authorized on Train I: 575,000 gallon tank capacity; 300,000 gallon drum capacity
- All non-Dioxin waste codes are permitted for incineration



FACILITY COMPLIANCE HISTORIES

Clean Harbors believes that its success is attributable in large part to customer confidence that Clean Harbors has the ability to comply with complex governmental regulations and to manage risks effectively.

All of the Company's activities are conducted within the context of the most important Clean Harbors priority -- protecting the health and safety of our employees and customers, as well as complying with the law. The Company demands uniform compliance with the law from its employees and, on behalf of its employees, insists upon strict adherence to health and safety guidelines.

Clean Harbors' Compliance Department audits all ultimate disposal sites to ensure facilities are operating in accordance with their permits and all applicable federal, state and local regulations. This elite group of professionals is responsible for facilities compliance, health and safety, field safety, compliance training, transportation compliance auditing, and external auditing of off-site facilities utilized by Clean Harbors. A thorough compliance, health and safety program has been developed and tailored for each Clean Harbors facility and service center.

Clean Harbors often develops internal operating procedures which are more stringent than those imposed by government regulation. These high standards are constantly monitored and reviewed through an aggressive internal regulatory audit program.

A compliance summary for the past three years for our Bartow and Deer Park facilities are included on the following pages.



Enforcement Action Summary Report

Facility *Bartow*

<i>Date Received</i>	<i>Agency</i>	<i>Enforcement Type</i>	<i>Alleged Violation</i>	<i>Proposed Penalty</i>	<i>Status</i>	<i>Resolution Date</i>	<i>Penalty Paid</i>
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No Violations in the past 3 years

EA Number:

Description of Resolution:



Enforcement Action Summary Report

Facility *Deer Park*

<i>Date Received</i>	<i>Agency</i>	<i>Enforcement Type</i>	<i>Alleged Violation</i>	<i>Proposed Penalty</i>	<i>Status</i>	<i>Resolution Date</i>	<i>Penalty Paid</i>
2/28/2019	TCEQ	Notice of Violation	Failure to flush lines on public water supply line.	\$0.00	Resolved w/o Penalty		\$0.00
		<i>EA Number:</i>	<i>Description of Resolution:</i>			Provided documentation that the lines had been flushed.	
5/22/2019	TCEQ	Notice of Violation	Exceeding the maximum residual disinfectant level for the public water system.	\$0.00	Pending		\$0.00
		<i>EA Number:</i>	<i>Description of Resolution:</i>				
7/26/2019	TCEQ	Notice of Violation	Failure to issue a public notice for violations for a public water supply system.	\$0.00	Pending		\$0.00
		<i>EA Number:</i>	<i>Description of Resolution:</i>				
10/3/2019	TCEQ	Notice of Non-Compliance	Failure to timely submit a deviation report.	\$4,538.00	Resolved	6/1/2020	\$1,816.00
		<i>EA Number:</i>	<i>Description of Resolution:</i>			Paid a civil penalty.	

1/14/2020	TCEQ	Notice of Violation	Exceeded the residual disinfectant level for residual chlorine on the monthly and quarterly averages.	\$0.00	Resolved w/o Penalty	2/25/2020	\$0.00
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<i>EA Number:</i>	PWS_1013094_CO_20 200114_NOV	<i>Description of Resolution:</i>	Modified the chlorine unit.
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3/4/2020	TCEQ	Notice of Violation	Records of backflow preventor testing and as built system drawings were not available for review at the time of inspection.	\$0.00	Pending		\$0.00
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<i>EA Number:</i>		<i>Description of Resolution:</i>	
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8/31/2020	US EPA	Warning Letter/Notice	Incineration of materials in violation of the prohibition on dilution of certain hazardous wastes by incineration.	\$0.00	Pending		\$0.00
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<i>EA Number:</i>		<i>Description of Resolution:</i>	
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12/21/2020	TCEQ	Notice of Violation	Failure to report lead and copper analytical results from a public water supply during the period of June through September 2020.	\$0.00	Pending		\$0.00
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<i>EA Number:</i>		<i>Description of Resolution:</i>	
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1/4/2021	TCEQ	Warning Letter/Notice	Failure to submit Copper and Lead samples from a public water supply.	\$0.00	Dismissed	2/9/2021	\$0.00
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EA Number:***Description of Resolution:***

The samples were taken but the laboratory failed to report them to the TCEQ. Once notified of the oversight, the laboratory submitted the results and the notice of violation was rescinded.

2/26/2021	TCEQ	Notice of Violation	1) Failure to maintain complete documentation of hazardous waste determinations, 2) Failure to update the Notice of Registration (NOR), 3) Failure to demonstrate that all inspections were completed, 4) Failure to update facility permit tables.	\$0.00	Pending		\$0.00
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EA Number:***Description of Resolution:***

4/29/2021	US DOT	Warning Letter/Notice	Training records deviation.	\$0.00	Pending		\$0.00
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EA Number:***Description of Resolution:***

5/20/2021	TCEQ	Notice of Non-Compliance	1) Failure to provide adequate deviation descriptions, 2) Failure to authorize unit FU-2 in the Federal Operating Permit O-1566.	\$0.00	Pending		\$0.00
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EA Number: RN102184173***Description of Resolution:***

6/23/2021	TCEQ	Notice of Violation	An opacity event in March 2018 exceeded permit limits.	\$0.00	Pending	\$0.00
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EA Number:***Description of Resolution:***

8/23/2021	TCEQ	Notice of Violation	A reportable opacity event from March 2018 was cited in the Notice of Violation issued three years later.	\$0.00	Pending	\$0.00
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EA Number: 86719***Description of Resolution:***

11/9/2021	TCEQ	Notice of Violation	1) Discharge exceedance of Total Suspended Solids (TSS) for 3/31/21 and 6/30/21, 2) Discharge exceedances of other materials between 7/2020 and 6/2021, 3) Failure to collect Total Organic and pH samples for the period ending 8/31/2020.	\$0.00	Pending	\$0.00
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EA Number: CCEDS Inv. No.
1756178***Description of Resolution:***

BUISNESS LICENSES AND REGISTRATIONS

POLK COUNTY LOCAL BUSINESS TAX APPLICATION FORM**ACCOUNT NO. 20936****CLASS: B****PAYMENT DUE BY: 09/30/2020**

OWNER NAME	LOCATION
ALAN MCKIM	170 BARTOW AIRPORT BARTOW

BUSINESS NAME AND MAILING ADDRESS

CLEAN HARBORS FLORIDA LLC
 CLEAN HARBORS FLORIDA , LLC
 7001 KILO AVE
 BARTOW. FL 33830

CODE**320011****ACTIVITY TYPE****HAZARDOUS WASTE FACILITY****SIGN HERE**

SIGNATURE INDICATES APPLICANT READ AND UNDERSTANDS THE APPLICATION
 AFFIDAVIT" ON THE BACK OF THE FORM AND AFFIRMS THE INFORMATION PROVIDED IS
 TRUE AND CORRECT

AMOUNT DUE: 57.75**PAID-****08/13/2020 EGV****57.75 CLEAN HARBORS FLORIDA LLC****For Your Information: What You Need To Know About Tangible Personal Property**

Every individual or firm doing business and located in Polk County is also subject to the tangible personal property requirement.

An initial tangible personal property tax return is required to be filed with the Polk County Property Appraiser's Office by April 1st of the year after the business opens. The initial return is required if the business owns or leases any personal property, without regard to the value of that personal property. In subsequent years, however, no return is required unless the combined value of all business equipment is more than 25,000 dollars.

To file an initial tangible personal property tax return or for additional information, visit Polk County Property Appraiser's Office website, polkpa.org.

POLK COUNTY LOCAL BUSINESS TAX RECEIPT**ACCOUNT NO. 20936****CLASS: B****EXPIRES:****09/30/2021**

OWNER NAME	LOCATION
ALAN MCKIM	170 BARTOW AIRPORT BARTOW

BUSINESS NAME AND MAILING ADDRESS

CLEAN HARBORS FLORIDA LLC
 CLEAN HARBORS FLORIDA, LLC
 7001 KILO AVE
 BARTOW, FL 33830

CODE**320011****ACTIVITY TYPE****HAZARDOUS WASTE FACILITY****PROFESSIONAL LICENSE (IF APPLICABLE)****OFFICE OF JOE G. TEDDER, CFC* TAX COLLECTOR**

THIS POLK COUNTY LOCAL BUSINESS TM RECEIPT MUST BE CONSPICUOUSLY
 DISPLAYED AT THE BUSINESS LOCATION

PAID-**08/13/2020 EGV****57.75****CLEAN HARBORS FLORIDA LLC**



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Profit Corporation
CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

Filing Information

Document Number F93000003135
FEI/EIN Number 04-2698999
Date Filed 07/02/1993
State MA
Status ACTIVE

Principal Address

42 LONGWATER DRIVE
NORWELL, MA 02061

Changed: 05/03/2013

Mailing Address

42 LONGWATER DRIVE
NORWELL, MA 02061

Changed: 05/03/2013

Registered Agent Name & Address

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

Officer/Director Detail

Name & Address

Title PD

GERSTENBERG, ERIC
42 LONGWATER DRIVE NORWELL, MA
NORWELL, MA 02061

Title T

MALERBI, GREGORY
42 LONGWATER DRIVE NORWELL, MA
NORWELL, MA 02061

Title S

MALM, C. MICHAEL
ONE BOSTON PLACE BOSTON, MA 021
BOSTON, MA 02108

Title ASST. SECRETARY

MCDONALD, MICHAEL
42 LONGWATER DRIVE NORWELL, MA
NORWELL, MA 02061

Title Director

Battles, Michael
42 LONGWATER DRIVE NORWELL, MA
NORWELL, MA 02061

Annual Reports

Report Year	Filed Date
2019	03/12/2019
2020	05/01/2020
2021	04/30/2021

Document Images

04/30/2021 -- ANNUAL REPORT	View image in PDF format
05/01/2020 -- ANNUAL REPORT	View image in PDF format
03/12/2019 -- ANNUAL REPORT	View image in PDF format
03/06/2018 -- ANNUAL REPORT	View image in PDF format
01/10/2017 -- ANNUAL REPORT	View image in PDF format
07/05/2016 -- ANNUAL REPORT	View image in PDF format
05/01/2015 -- ANNUAL REPORT	View image in PDF format
06/09/2014 -- ANNUAL REPORT	View image in PDF format
05/03/2013 -- ANNUAL REPORT	View image in PDF format
03/19/2012 -- ANNUAL REPORT	View image in PDF format
04/28/2011 -- ANNUAL REPORT	View image in PDF format
05/19/2010 -- ANNUAL REPORT	View image in PDF format
07/14/2009 -- ANNUAL REPORT	View image in PDF format
04/17/2009 -- ANNUAL REPORT	View image in PDF format
06/06/2008 -- ANNUAL REPORT	View image in PDF format
06/14/2007 -- ANNUAL REPORT	View image in PDF format
08/02/2006 -- ANNUAL REPORT	View image in PDF format
04/26/2005 -- ANNUAL REPORT	View image in PDF format
02/09/2004 -- ANNUAL REPORT	View image in PDF format
03/03/2003 -- ANNUAL REPORT	View image in PDF format
02/05/2002 -- ANNUAL REPORT	View image in PDF format
03/27/2001 -- ANNUAL REPORT	View image in PDF format
06/06/2000 -- ANNUAL REPORT	View image in PDF format
04/14/1999 -- ANNUAL REPORT	View image in PDF format

06/02/1998 -- ANNUAL REPORT	View image in PDF format
05/01/1997 -- ANNUAL REPORT	View image in PDF format
05/01/1996 -- ANNUAL REPORT	View image in PDF format
05/01/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

2021 FOREIGN PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# F93000003135

Entity Name: CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

Current Principal Place of Business:

42 LONGWATER DRIVE
NORWELL, MA 02061

FILED
Apr 30, 2021
Secretary of State
5213789693CC

Current Mailing Address:

42 LONGWATER DRIVE
NORWELL, MA 02061 US

FEI Number: 04-2698999

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND RD.
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 PD
Name GERSTENBERG, ERIC
Address 42 LONGWATER DRIVE NORWELL, MA
City-State-Zip: NORWELL MA 02061

Title T
Name MALERBI, GREGORY
Address 42 LONGWATER DRIVE NORWELL, MA
City-State-Zip: NORWELL MA 02061

Title S
Name MALM, C. MICHAEL
Address ONE BOSTON PLACE BOSTON, MA
021
City-State-Zip: BOSTON MA 02108

Title ASST. SECRETARY
Name MCDONALD, MICHAEL
Address 42 LONGWATER DRIVE NORWELL, MA
City-State-Zip: NORWELL MA 02061

Title DIRECTOR
Name BATTLES, MICHAEL
Address 42 LONGWATER DRIVE NORWELL, MA
City-State-Zip: NORWELL MA 02061

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: MICHAEL MCDONALD

ASST. SECRETARY

04/30/2021

Electronic Signature of Signing Officer/Director Detail

Date



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 12.

File ID: 22-0043

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 01/20/2022

Short Title: HHW Agreement with Clean Harbors Environmental Services Inc.

Final Action: 02/02/2022

Title: MOTION TO APPROVE ADMINISTRATION'S RECOMMENDATION TO UTILIZE THE PRICING ESTABLISHED FROM THE SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE PURCHASING GROUP (CO-OP) AGREEMENT VIA THE CITY OF COCONUT CREEK, AS LEAD AGENCY, RFP NO. 06-06-18-11 WITH CLEAN HARBORS ENVIRONMENTAL SERVICES, INC. FOR HOUSEHOLD HAZARDOUS WASTE COLLECTION & DISPOSAL SERVICES AT AN ESTIMATED ANNUAL COST OF \$140,000, PURSUANT TO SECTION 35.18(C)(6) OF THE CITY'S CODE OF ORDINANCES.

***Agenda Date:** 02/02/2022

Agenda Number: 12.

Internal Notes:

Attachments: 1. City of Coconut Creek Co-Op - HHW Agreement, 2. City of Coconut Creek - Clean Harbors Environmental Services, Inc. Invoice, 3. Broward County Interlocal Agreement for Optional Services, 4. Clean Harbors Agreement - (Contractor Signed), 5. Exhibit A - Coconut Creek Agreement and RFP No. 06-06-18-11, 6. Exhibit B - Clean Harbors Environmental Services Inc.

1 City Commission 02/02/2022 approve Pass
Action Text: A motion was made to approve on the Consent Agenda
Aye: - 5 Mayor Ortis, Vice Mayor Good Jr., Commissioner Castillo,
Commissioner Siple, and Commissioner Schwartz
Nay: - 0

PROCUREMENT PROCESS TAKEN:

- Chapter 35 of the City's Code of Ordinances is titled "PROCUREMENT PROCEDURES, PUBLIC FUNDS."

- Section 35.18 of the City's Code of Ordinances is regarding "COMPETITIVE BIDDING OR COMPETITIVE PROPOSALS REQUIRED; EXCEPTIONS."

Agenda Request Form Continued (22-0043)

- **Section 35.18(C) states that "Only the following situations are exempt from the competitive bid and competitive proposal requirements of this section:"**
- **Section 35.18(C)(6) of the City's Code of Ordinances, "Cooperative purchasing plans are exempt from this section."**
- **Section 35.21 of the City's Code of Ordinances is titled "AWARD OF CONTRACT."**
- **Section 35.21(A) of the City's Code of Ordinances is titled "City Commission approval."**
- **Section 35.21(A)(1) states, "An initial purchase of, or contract for, commodities or services, in excess of \$25,000, shall require the approval of the City Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed."**

SUMMARY EXPLANATION AND BACKGROUND:

1. The Franchise Agreements with Waste Pro and Eastern Waste Systems, Inc. did not include Hazardous Household Waste (HHW), as a result the City's administration explored options to provide the City's residents with a viable option.

2. Broward County currently offers HHW for participating Cities, however, the City of Pembroke Pines does not currently participate in that interlocal agreement. To participate in the County's agreement it would cost the City:

Description	Per Capita Rate	2010 Census Population: 154,750	2020 Census Population: 171,178
Household Hazardous Waste Program	\$ 2.49	\$ 385,328	\$ 426,234
Residential Drop-Off Program	\$ 1.35	\$ 208,913	\$ 231,091
Keep Broward Beautiful Program	\$ 0.38	\$ 58,805	\$ 65,048
Total	\$ 4.22	\$ 653,046	\$ 722,373

3. The City of Pembroke Pines is also a member of the Southeast Florida Governmental Cooperative Purchasing Group (Co-Op).

4. On May 6, 2018, the City of Coconut Creek issued RFP No. 06-06-18-11 to contract a qualified and experienced firm to provide household hazardous waste collection and disposal services.

5. On September 13, 2018, the City of Coconut Creek awarded the contract to Clean Harbors Environmental Services, Inc. as a result of the recommendations of their Selection Committee.

6. The City of Coconut Creek initial agreement terms started on October 24, 2018 and expired on October 23, 2020. The agreement was renewed starting on October 24, 2020 and will expire on October 23, 2022. The City's Administration anticipates that the City of Coconut Creek contract will be renewed in October 2022 for an additional two (2) year term, expiring in

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2024. If renewed, this item will come back to the Contract Database Report for Commission review.

7. The Public Services Department has been in discussions with Clean Harbors Environmental Services, Inc. and has obtained an estimate of approximately \$35,000 for each quarterly Drop-Off event, utilizing the pricing established by the City of Coconut Creek contract RFP No. 06-06-18-11. The actual cost for the events are based on the actual usage. Attached is an invoice for the City of Coconut Creek with a description and breakdown of costs associated with one of their Drop-Off events.

8. Request City Commission to approve Administration's recommendation to utilize the pricing established from the Southeast Florida Governmental Cooperative Purchasing Group (Co-Op) agreement via the City of Coconut Creek, as lead agency, RFP No. 06-06-18-11 with Clean Harbors Environmental Services, Inc. for household hazardous waste collection and disposal services at an estimated annual cost of \$140,000, pursuant to section 35.18(C)(6) of the City's Code of Ordinances.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: Approximately \$140,000 annually, based on actual usage. There will be no change to the resident's rate for the remainder of this fiscal year for this service.

b) Amount budgeted for this item in Account No: The cost of solid waste collection and disposal services are paid by the residents & businesses in Pembroke Pines in their rates. The City is the billing agent for the waste collector and therefore collects all payments for solid waste services and remits the amount collected to the waste collector. Annually the City will determine the rate for residential sanitation in order to cover the cost of providing services.

c) Source of funding for difference, if not fully budgeted: Upon approval, the Finance Department will create the necessary account coding for the related revenues and expenditures.

d) 5 year projection of the operational cost of the project: Not Applicable.

e) Detail of additional staff requirements: Not Applicable.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc.	NAMED INSURED Clean Harbors Environmental Services, Inc. and its Affiliates 42 Longwater Drive Norwell, MA 02061	
POLICY NUMBER See Page 1	EFFECTIVE DATE: See Page 1	
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> CARRIER See Page 1 </td> <td style="width: 50%; vertical-align: top;"> NAIC CODE See Page 1 </td> </tr> </table>		CARRIER 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

Certificate Holder is named as an Additional Insured for General Liability and Auto Liability as their interests may appear if required by written contract but only with respect to liability arising out of operations of the Named Insured.

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667
 POLICY NUMBER: COO G27416603 007 EFF DATE: 11/01/2021 EXP DATE: 11/01/2022

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional Liability	Each Claim	\$10,000,000
	All Claims	\$10,000,000
	SIR	\$250,000

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667
 POLICY NUMBER: COO G27416603 007 EFF DATE: 11/01/2021 EXP DATE: 11/01/2022

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Contractor's Pollution Liability	Each Claim	\$10,000,000
	All Claims	\$10,000,000
	SIR	\$250,000

POLICY NUMBER: ISA H25559034

COMMERCIAL AUTO
CA 99 48 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****POLLUTION LIABILITY – BROADENED COVERAGE
FOR COVERED AUTOS – BUSINESS AUTO AND
MOTOR CARRIER COVERAGE FORMS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Covered Autos Liability Coverage is changed as follows:

1. Paragraph **a.** of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph **A.1.** above, Exclusion **B.6. Care, Custody Or Control** does not apply.

B. Changes In DefinitionsFor the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

- D.** "Covered pollution cost or expense" means any cost or expense arising out of:
1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a.** Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b.** After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1)** The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2)** The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

Rojas, Dominique

From: Rotstein, Daniel
Sent: Monday, February 14, 2022 8:03 AM
To: Rojas, Dominique
Subject: FW: Clean Harbors Environmental Services - Household Hazardous Waste - City of Pembroke Pines, FL - Risk Approval Request
Attachments: COI (GL, Auto, Umbr, WC, PL, Poll w BL) Exp. 11-1-2022.pdf; Clean_Harbors_Environmental_Services_Agreement_-_HHW_(Piggyback_CCreek).pdf; Exhibit A - RFP No. 06-06-18-11 (with Renewal & Submittal).pdf; Exhibit B - Clean Harbors Environmental Services, Inc..pdf

Ok with me.
Have a nice Monday.

From: Rojas, Dominique
Sent: Monday, February 14, 2022 7:30 AM
To: Rotstein, Daniel <drotstein@ppines.com>
Cc: Contracts <contracts@ppines.com>
Subject: Clean Harbors Environmental Services - Household Hazardous Waste - City of Pembroke Pines, FL - Risk Approval Request

Dear Daniel,

Good morning. The vendor has provided an updated COI. Please could you review the attached for the above-referenced agreement, to confirm if it is approved for us to proceed.

Thank you for your attention, with kindest regards,

Dominique Rojas • Contracts Specialist
Finance Department
City of Pembroke Pines
601 City Center Way, Pembroke Pines, FL 33025
Direct: 954-392-9436
Email: drojas@ppines.com
Main: 954-392-9435
Team Email: contracts@ppines.com
www.ppines.com
City Hall hours: Monday–Thursday 7am-6pm (closed on Fridays)

From: Rojas, Dominique
Sent: Thursday, February 10, 2022 9:18 AM
To: Rotstein, Daniel <drotstein@ppines.com>
Cc: Contracts <contracts@ppines.com>
Subject: Clean Harbors Environmental Services - Household Hazardous Waste - City of Pembroke Pines, FL

Dear Daniel,