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**INVITATION FOR BID
ISSUED BY THE CITY OF SAN MARCOS, TEXAS
PURCHASING & CONTRACTING**

Solicitation No.:	2025-104
Project Title:	Household Hazardous Waste Disposal
Bid Due Date:	May 22, 2025
Due prior to:	2:00 PM Local Time

This solicitation is comprised of the following sections. Please read each section including those incorporated by reference. By signing this document, you are agreeing to be bound by all terms and conditions.

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1. STANDARD TERMS AND CONDITIONS

By submission of a bid/offer to this Invitation, Vendor/Contractor agrees to the City of San Marcos Standard Terms and Conditions hereby incorporated by reference, with the same force and effect as if they were incorporated in full text. "Standard Terms and Conditions" are available online at sanmarcostx.gov/StandardTermsandConditions.

2. INSTRUCTIONS TO BIDDERS

A. The City of San Marcos, hereafter referred to as "Owner", is requesting bids for furnishing all labor, materials, equipment, supervision, and incidentals, and for performing all Work required and stated herein. Bidder is cautioned to refer to Section 4, Scope of Work/Specifications, for further details.

B. BID SUBMITTAL: Submit one (1) original signed and sealed bid on the Bid Form, Section 5, of this Solicitation to the **Office of the Purchasing Manager**, Purchasing & Contracting Division, Building 3, 630 East Hopkins Street, San Marcos, Texas 78666, by the date and time specified herein. The Owner will not accept bids after the submittal deadline.

It is the sole responsibility of the Bidder to ensure that its bid reaches the Office of the Purchasing Manager. Bids may be dropped off in-person in the Bid/Proposal drop box at the Office of the Purchasing Manager specified address only. If submitting a bid via express mail carrier or by any other means, it is the Bidder's responsibility to ensure delivery. The Owner is not responsible for deliveries made to any place other than the Office of the Purchasing Manager. The Owner is under no obligation to return bids.

Bids and bid addenda will be enclosed in a sealed envelope and submitted to the Office of the Purchasing Manager. The outside of the outermost envelope, package, or container must clearly list the name and address of the Bidder, date of the bid opening, and the bid name. Bids are required to be submitted on the forms provided in this bid document. If not submitted on the forms provided, the bid will be rejected.

Revised bids must be received before the bid submission deadline. Revised bids must bear the original signature of the Bidder or the Bidder's authorized representative. Revised bids in fax and email form are unacceptable.

Bids will be opened and read aloud in the Finance Conference Room, Building 3, 630 East Hopkins Street, San Marcos, Texas 78666, immediately following the 2:00 PM submission deadline on the bid Due Date **via videoconference**. Parties interested in viewing the videoconference must submit a request via email to cosmpurchasing@sanmarcostx.gov and reference 2025-104 in the subject line. Requests to view the videoconference must be made at least thirty (30) minutes prior to the time of the opening. Attendance opportunity is not guaranteed for late registrations. **In-person attendance to the opening is discouraged; therefore, attendance by on-line video conference is provided.**

C. BID FORM: Bidder must submit a price for each item in Part 1 of Section 5, the Bid Form, in order to be considered responsive. In case of conflict between unit prices and extensions, unit prices shall govern. Unit Price Bids shall include pro rata share of overhead for each bid item so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid, together with any lump sum amounts contained in your bid, represents your total bid. All such work and materials must be furnished at no added cost to the Owner.

D. ADDITIONAL INFORMATION: Inquiries regarding this solicitation will be in written form only to the following Purchasing & Contracting Point of Contact, and must be received by 5:00 PM Local Time, ten (10) business days prior to the bid due date. Inquiries will be emailed to the Point of Contact, and they must include the Inquirer's name, address, and telephone number.

POINT OF CONTACT:
Dustan Lukasik, CTCM, CTCD
Purchasing Specialist Senior
Email: dlukasik@sanmarcostx.gov

E. ADDENDA: Any changes resulting from the questions submitted affecting specifications, the scope of work, or which may require an extension to the bid due date will be reduced to writing in the form of an addendum to this solicitation. It is the Bidder's responsibility to check the above site to determine if the Owner has issued any addenda. The City will consider all inquiries received at least ten (10) business days prior to the bid opening date. Any clarification or interpretation will be included in an addendum to the Contract Documents and will be posted to www.sanmarcostx.gov/eprocurement (5) business days before the bid opening date.

F. EXPERIENCE: By submission of this bid, Bidder certifies that it has a stipulated minimum experience for the scope of work or services set forth herein. Bidder must submit with its bid the attached Vendor References and Qualifications form (Attachment "A").

G. REFERENCES AND QUALIFICATIONS: On Attachment "A", the Bidder will provide references of three (3) municipalities or other publicly owned departments. If none are available, provide references for commercial customers with whom the Bidder is currently under contract, or has contracted with in the past three (3) years. References should demonstrate experience comparable to the size, scope, complexity, and scale of this solicitation. The Owner may utilize other sources of reference to determine a vendor's performance history. A single negative reference, in the Owner's sole discretion, may be cause for disqualification of a vendor. The vendor will not use the Owner as a reference.

H. VENDOR INFORMATION QUESTIONNAIRE AND ASSURANCES: Bidder will submit Vendor Information Questionnaire and Assurances with its bid to be considered responsive.

I. W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM: A valid Federal Tax Identification number will be provided to the Owner following notification of contract award. If the Bidder fails to provide this form, the Owner will award to the second lowest responsive, responsible Bidder.

J. PREPARATION OF BIDS: Bidders will prepare bids in accordance with the following:

1. All information required by the bid documents will be furnished.
2. Unit prices will be shown when called for on the bid sheet, and where there is a conflict between the unit price and total price, the unit price will govern.
3. Alternate bids will not be considered unless expressly authorized by the bid documents.
4. The Owner is exempt from payment of State and Local sales, excise and use taxes under section 151.309 of the Texas Tax Code.
5. By submitting a bid, each Bidder certifies that it is a duly qualified, capable, and bondable business entity, that it is not in or contemplating bankruptcy or receivership and that it is not currently delinquent with respect to payment of taxes assessed by any political subdivision.

K. LATE BIDS OR AMENDMENTS: Bids and amendments received after the stated bid submission deadline will not be considered.

L. REJECTION OF BIDS: The Owner reserves the right to reject any bids, and to waive any and all informalities and irregularities in bids, whenever the Owner deems the rejection or waiver to be in its best interest. Other causes for the Owner to disqualify a Bidder or reject its bid include:

- a) The bid has any omission, alteration of form, addition, or condition not called for, or unreasonable or unbalanced unit bid prices.
- b) The bid is incomplete or is not accompanied by an acceptable bid guaranty, if required.
- c) More than one (1) bid is submitted by the Bidder.
- d) There is evidence of collusion among Bidders.
- e) There is evidence of unsatisfactory performance, default, or litigation with an owner by the Bidder under a previous contract, either with this Owner or with another owner.
- f) There is evidence that the Bidder is behind schedule, in arrears in payment to an employee, subcontractor, or material supplier, in default, or in litigation with an owner under an existing contract.
- g) The Bidder is not responsible due to evidence that the Bidder does not have sufficient qualifications (including without limitation, lack of experience, poor safety record, insufficient personnel, equipment, financial resources, or other attribute) to assure the satisfactory completion of the Project.
- h) The Bidder has been convicted of a criminal offense committed in the United States involving fraud, theft, bribery, kickbacks, or unlawful gifts to a public official if the conviction occurred within three (3) years immediately preceding either the date of submission of your bid or the advertised contract award date.
- i) The Bidder does not meet the minimum experience qualifications established in the solicitation.
- j) The Bidder is debarred, suspended, or otherwise excluded from or ineligible for participation on federal assistance programs.
- k) Unbalanced Unit Price Bid: "Unbalanced Bid" means a bid, which includes a bid that is based on unit prices which are significantly less than cost for some Bid items and significantly more than cost for others. This may be evidenced by submission of unit price bid items where the costs are significantly higher/lower than the cost of the same bid items submitted by other Bidders on the project.
- l) The Bidder or principals are currently debarred or suspended by Federal, State, or Owner governmental agencies. (Applicable for bid amounts equal to or in excess of \$25,000.00).
- m) The Bidder is identified on a list maintained by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization, unless otherwise exempted from sanctions by the United States government.
- n) The Bidder failed to sign and submit a completed Vendor Information Questionnaire and Assurances form.

M. ACCEPTANCE OF BID: Upon acceptance of a bid by City Council, if over \$100,000, and issuance of a Contract Award by the Purchasing Manager, the successful Bidder will deliver the goods and services as specified at the stated prices, within the time specified, and in accordance with all provisions of the bid documents.

N. BIDDER RESPONSIBILITY: The Bidder is responsible for its own measurements and its familiarization with the services required, prior to submission of a bid. The Bidder is expected to have become familiar with, and taken into consideration, site conditions which may affect the work. A plea of ignorance of conditions that may exist, or may hereafter exist, on the site of the work, or difficulties that may be encountered in the execution of the work, as a result of failure to make necessary investigations and examinations, will not be accepted as an excuse for any failure, or omission on the part of the successful Bidder to fulfill all the requirements and to complete the work for the consideration set forth herein, or as a basis for any claim whatsoever.

O. TECHNICAL REPRESENTATIVES: Any advice, approvals, or instructions given by the Owner's staff, technical personnel, or other representatives to any Bidder are expressions of personal opinion only and do not alter or amend the bid documents unless included in an addendum.

P. PROTEST PROCEDURES: The purpose of the protest procedures is to protect the public interest in the purchasing process. This section is intended to give a Bidder, Proposer, or Contractor who is aggrieved in connection with the solicitation, evaluation, or award of a contract the opportunity to protest. The Owner's objective is to resolve protests as soon as practical.

Any protest or complaint to the Owner's consideration must be submitted in writing and received by the Purchasing Manager no later than 5:00 PM on the fifth (5th) calendar day after the Owner notifies the Bidder or Proposer: 1) that it is deemed non-responsive; 2) that it is deemed not responsible; 3) the name of the apparent winning Bidder; or 4) the Owner's intent to award a contract. If the protest or complaint does not contain the following information, it may be dismissed by the Purchasing Manager:

- Protestor's name, address, telephone number, and email address;
- The solicitation number;
- Identification of the statute or policy that is alleged to have been violated;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved; and
- Supporting documentation.

The protest must be concise and presented logically and factually to help with the Owner's review and determination as to whether the grounds for the protest are sufficient. The Purchasing Manager will notify the protesting party that the protest has been received and make every effort to resolve the protest before contract award.

If it is determined that the grounds for the protest are insufficient and no violation of a statute or policy has occurred, the Purchasing Manager will provide a written decision to the protesting party setting forth the reasons for the determination.

If, after conferring with the City Attorney's Office, it is decided that the grounds for the protest are sufficient and it is determined that a violation of a statute or policy has occurred, the Purchasing Manager will inform the protesting party by letter setting forth the reasons for the determination and the remedial action that will be taken.

When a protest is filed, the Owner will not make an award until a decision on the protest is made except, as determined by the City Manager, when a delay would jeopardize urgently needed goods or services, or a delay in making an award will unduly delay delivery or performance of urgently needed services.

Q. DISCOUNTS: Prompt payment discounts will not be considered in determining low bids and making awards.

R. NON-DISCRIMINATION: It is the Owner's policy that in regard to any contract entered into pursuant to this solicitation, historically underutilized businesses ("HUBs") will be afforded equal opportunities to submit bids in response to this solicitation and will not be discriminated against on the grounds of race, color, sex, religion, national origin, age, or disability in consideration for an award. The Bidder warrants that it does not and will not discriminate in employment and in subcontracts based on race, color, sexual orientation, gender identity, national origin, sex, age, disability or economic condition and as an EEO employer, the Bidder prohibits retaliation, discharge, or discrimination against any employee or applicant for employment or against any subcontractor or supplier.

S. INSURANCE AND LIABILITY: During the period of the resulting contract, the Contractor will maintain, at its expense, insurance with limits not less than those prescribed below. Insurance underwriters will be acceptable to the Owner. With respect to required insurance, the Contractor will:

1. Name the **City of San Marcos, c/o Purchasing & Contracting Division, 630 East Hopkins Street, San Marcos, Texas 78666** as an additional insured.
2. Provide the Owner with a thirty (30) days' written notice to the Certificate Holder prior to cancellation or material change of any insurance referred to in the certificate.
 - a. Failure of Certificate Holder to demand a certificate or other evidence of full compliance with these insurance requirements or failure of Certificate Holder to identify a deficiency from evidence that is provided will not be construed as a waiver of Insured's obligation to maintain such insurance.
3. Provide the City of San Marcos, Purchasing & Contracting Division, 630 East Hopkins Street, San Marcos, Texas 78666, a Certificate of Insurance evidencing required coverage before execution of contract.
4. Submit a Certificate of Insurance reflecting coverage as follows:

Business automobile liability insurance with minimum limits of liability for bodily injury and property damage combined of not less than \$1,000,000 per occurrence. Contractor will maintain a standard ISO version of Business automobile liability insurance or its equivalent providing coverage for all owned, non-owned and hired automobiles.

Commercial General Liability Insurance: Including Bodily Injury and Property Damage Liability, Independent Contractors Liability, Contractual Liability, Product Liability and Completed Operations Liability in an amount not less than \$1,000,000 combined single limit, per occurrence, and \$2,000,000 aggregate. City named as an additional insured.

Umbrella Form Excess Liability with minimum limits of \$2,000,000. Umbrella coverage must follow form with the primary coverage. This coverage typically sits above the underlying General Liability, Automobile Liability and Professional Liability policies. Depending upon the scope and work to be performed in the proposed agreement, this policy may be required in order for the vendor to be able to meet the minimum insurance requirements.

Workers' compensation insurance in accordance with and as required by the Workers' Compensation Act of the State of Texas in amounts sufficient to satisfy statutory requirements or \$500,000.00/\$500,000.00 for Employer's Liability.

Certificate of coverage or *certificate* means a copy of a certificate of insurance, a certificate of authority to self-insure issued by the Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on the Project, for the duration of the Project.

T. LOBBYING: A Bidder is prohibited from directly or indirectly communicating with City Council members or City staff regarding their Bid or qualifications or any other matter related to the eventual award of a contract for the services requested in this Solicitation. Any violation will result in immediate rejection from the solicitation process.

U. CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ): In accordance with Chapter 176 of the Texas Local Government Code, "Disclosure of Certain Relationships with Local Government Officers," persons, or their agents who seek to contract for the sale or purchase of property, goods, or services with the City, will file a Conflict of Interest Questionnaire (Form CIQ) with the City Secretary if the vendor has a business relationship as defined by Section 176.001(1-a) with the City and the vendor meets requirements under Section 176.006(a).

The Conflict-of-Interest Questionnaire (Form CIQ) is required to be filed within seven (7) business days of:

- a. Beginning of discussions or negotiations to enter into a contract with the City; or
- b. Submission of an application, response to a request for Responses or bids, correspondence or other writing related to a potential agreement with the City.

If the above is applicable in accordance with LGC Chapter 176, Bidder is requested to submit a completed Conflict of Interest Questionnaire (Form CIQ), with their bid in addition to submitting a completed Form CIQ to the City Clerk's Office, 630 E. Hopkins Street, San Marcos, Texas 78666.

By law, Form CIQ must be filed with the City Clerk no later than the seventh (7th) business day after the date the Vendor/Contractor becomes aware of facts that require the statement to be filed as per Section 176.006(a-1). A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

Form CIQ is available from the Texas Ethics Commission by accessing the following web address:
<https://www.ethics.state.tx.us/data/forms/conflict/CIS.pdf>

V. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL. Section 2271, Texas Government Code prohibits the Owner from contracting with companies that boycott Israel. By submission of the HB89 Verification form, the Bidder certifies that it is not ineligible to receive the award of or payments under the Contract and acknowledges that the Contract may be terminated, and payment may be withheld if this certification is inaccurate. Failure to meet or maintain the requirements under this provision will be considered a material breach.

W. PROHIBITION ON CONTRACTS WITH COMPANIES THAT DO BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATIONS. Section 2271, Texas Government Code restricts the Owner from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. The Bidder certifies that it does not do business with Iran, Sudan, or a foreign terrorist organization. Failure to maintain the requirements under this provision will be considered a material breach.

X. PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES.

Section 2274 of the Texas Government Code (SB2116) restricts the City from contracting with companies that do business with certain foreign-owned companies in connection with critical infrastructure if the company is granted direct or remote access; and if the company is owned by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a "designated country", or headquartered in China, Iran, North Korea, Russia, or a designated country. Designated country is Governor-designated country as a threat to critical infrastructure. By signing below as an authorized signer, the Bidder hereby certifies that it does not do business with certain foreign-owned companies in connection with critical infrastructure as described herein. Failure to maintain the requirements under this provision will be considered a material breach.

Y. CHANGES: In no event will the net amount of all change orders increase the Contract Price by more than twenty-five percent (25%). The net amount of all change orders will not decrease the Contract Price by more than twenty-five percent (25%) without the Contractor's consent to the decrease.

Z. CERTIFICATE OF INTERESTED PARTIES: A Bidder that will be awarded a contract that is greater than \$50,000 is required to electronically create a Certificate of Interested Parties Form 1295 through the Texas Ethics Commission ("TEC") website (<https://www.ethics.state.tx.us/File/>) submit a signed copy of the form to the Owner prior to the award of the contract. A contract, including an Owner-issued purchase order, will not be enforceable or legally binding until the Owner receives and acknowledges receipt of the properly completed Form 1295 from the vendor.

AA. PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES. Section 2274 of the Texas Government Code (SB19) restricts the City from contracting with companies that discriminate against firearm and ammunition industries. By signing below as an authorized signer, the Bidder certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate against the same during the term of this contract. (Only applies to companies with 10 or more full-time employees and for a contract value greater than \$100,000.) Failure to maintain the requirements under this provision will be considered a material breach.

AB. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN ENERGY COMPANIES. Section 2274 of the Texas Government Code (SB13) restricts the City from contracting with companies that boycott energy companies. By signing below as an authorized signer, the Bidder certifies that it does not have a practice, policy, guidance, or directive boycotting energy companies, and will not discriminate against the same during the term of this contract. (Only applies to companies with 10 or more full-time employees and for a contract value greater than \$100,000.) Failure to maintain the requirements under this provision will be considered a material breach.

AC. PRICE ESCALATION: The City will only consider a rate modification at the time of the annual renewal. A request for price adjustment must be made in writing by the Contractor prior to the annual renewal date. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the City. Such price adjustment will be based on an index from the Bureau of Labor Standards (BLS.)

End Section

3. SUPPLEMENTAL TERMS AND CONDITIONS

A. TIME IS OF THE ESSENCE: Owner will process Bids expeditiously. Following contract award by City Council (if over \$100,000), the Owner will notify the awarded Bidder and request the required contract documents to be due by a stipulated date.

Following acceptance of all required contract documents, the Owner will transmit a copy of the Contract Award or Agreement by DocuSign for signature and return. The Owner will distribute an executed copy of the Contract Documents (Project Manual) to the Vendor/Contractor. The executed Contract Award or Agreement form attached to the bid documents, including the bid sheet of the successful Bidder, results in a binding contract without the necessity for further action by either party.

B. AUTOMATIC RENEWALS: This contract will be automatically renewed for four (4) additional one (1) year periods on the anniversary of the contract start date, provided all terms and conditions remain unchanged and in full force and effect. Either party may elect to not renew the contract by providing at least ninety (90) days' written notice prior to renewal date. The total period of the contract, including all extensions as a result of exercising this option may not exceed a maximum combined period of five (5) years.

C. FACTORS TO AWARD: The Owner reserves the right to award a contract to a Bidder on the basis of the total lowest cost for Section 5, Part 1, which provides the best value to the Owner. The Owner reserves the right to reject all bids. The Bidder will provide a price on all line items of the Bid Form, Section 5, Part 1 to be considered responsive. The following criteria will be utilized in the evaluation of the bid:

1. Total overall lowest cost based on top 30 items (Section 5, Part 1).
2. Responsiveness of the bidder and responsibility of the bidder.
3. Overall optimum value for the City.

D. RIGHT TO ASSURANCE: Whenever one party to this contract, in good faith, has reason to question the other party's intent to perform, the former may demand that the other party give written assurance of intent to perform. In the event that a demand is made, and no such assurance is received within five (5) business days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

E. DELEGATION, SUBCONTRACTS, ASSIGNMENT, AND SET-OFF: The Vendor/Contractor will not, without written consent of the Owner, make any contract with any other entity for furnishing any of the completed or substantially completed goods covered by this contract or assign its obligations under this contract. The Owner may set-off against the amount payable to any person under this contract any claim or charge it may have against the Vendor/Contractor.

F. CHANGE OF NAME: The Vendor/Contractor is responsible for the performance of this contract. In the event the Vendor/Contractor changes its name, the Purchasing Manager must be notified in writing immediately. No change in the obligation of the Vendor/Contractor will be recognized until such change is approved by the Purchasing Manager.

G. INSPECTION AND ACCEPTANCE: The Owner will inspect and accept delivery made under this contract or may reject any or all services which do not conform to specifications. The Vendor/Contractor will repair any minor damages noted during inspection.

H. PAYMENTS: Payment will be in accordance with Chapter 2251, Texas Government Code. Invoices will include the Contract Number, work description, unit price, quantity, extended price, and contract and/or purchase order number.

1. Prior to receipt of Contract, the successful Bidder will complete a Request for Taxpayer Identification Number and Certification Form. The Owner will not issue payment until the properly completed form has been received.
2. Progress payments will be made by the Owner upon the completion and acceptance of the work performed under this contract, and submission of an original invoice to the City of San Marcos, Accounts Payable Division, 630 East Hopkins Street, San Marcos, Texas 78666, or cosmap@sanmarcostx.gov.
3. All payment terms will be "Net 30 Days" unless otherwise specified in these solicitation documents. The successful Bidder is encouraged to register for direct deposit payments prior to providing goods and/or services using the AP-ACH Direct Deposit form posted on the Owner's website at: <http://sanmarcostx.gov/2863/New-Vendors>.
4. Vendors will submit invoices within sixty (60) days of completion of works/delivery of goods

I. SUBCONTRACTING: The Vendor/Contractor will perform one hundred (100%) percent of the work using their own personnel. If the Vendor/Contractor subcontracts any of the work to be performed, the Owner reserves the right to declare the Vendor/Contractor unqualified to do the work, declare the contract null and void, and re-award the contract to the next lowest responsible Bidder.

J. OWNER REPRESENTATIVE: The Owner representative regarding administration of the resulting contract will be Amy Thomaides, Resource Recovery. The Owner may change its designation of a representative by providing written notice to the successful vendor. The Bidder must not contact the Owner Representative until after bid award.

K. HOLIDAYS: The Vendor/Contractor will observe the same holiday schedule as the Owner unless prior arrangements have been made with the Owner's Representative for approval. If the holiday falls on a Saturday, then the holiday will be observed on the proceeding Friday. If the holiday falls on a Sunday, then the holiday will be observed on the Monday immediately following.

New Year's Day	1 st Day in January
Martin Luther King Jr. Day	3 rd Monday in January
Presidents' Day	3 rd Monday in February
Memorial Day	Last Monday in May
Juneteenth Day	19 Day of June
Independence Day	4 th Day of July
Labor Day	1 st Monday in September
Indigenous Peoples Day	2 nd Monday in October
Veterans Day	11 th Day of November
Thanksgiving Holiday	4 th Thursday and Friday in November
Christmas Holiday	24 th and 25 th Days of December

L. INTERGOVERNMENTAL PURCHASES: The Owner reserves the right to extend all the terms, conditions, specifications, and unit or other prices of any contract resulting from this proposal to any and all public entities, subdivisions, school districts, community colleges, colleges, and universities. This is conditioned upon mutual agreement of all parties pursuant to special requirements which may be deleted from the original contract. The Bidder will notify any governmental entity that wishes to use any contract resulting from this proposal that it must contact the City Purchasing Manager for approval of its utilization of the Owner's contract.

The Owner assumes no authority, liability, or obligation, on behalf of any other governmental entity that may use any contract resulting from this proposal. All purchases and payment transactions will be made directly between the successful Bidder and the requesting entity. Any exceptions to this requirement must be specifically noted in the Bid response.

M. SMOKING: In accordance with San Marcos Ordinance No. 2013-57, all City-owned and rented/leased properties are smoke free properties. All contractors, subcontractors, and their employees are prohibited from smoking while on City property. This includes the enclosed areas of public places and workplaces, within ten (10) feet of doors and windows, City-owned or rented/leased property, including parks and facilities. This prohibition includes e-cigarettes and other inhaled vapor devices. The Owner reserves the right to terminate a contract(s) if the Contractor is found in noncompliance. The Owner reserves the right to direct the Contractor to remove or replace any employee for just cause.

N. SAFETY: All contractors and subcontractors performing services for the Owner are required and will comply with Occupational Safety and Health Administration ("OSHA"), State and City Safety and Occupational Health Standards, and any other applicable rules and regulations. The Vendor/Contractor and its subcontractors will be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area.

End Section

4. SCOPE OF WORK / SPECIFICATIONS

A. BACKGROUND: The City of San Marcos operates a permanent Hazardous Household Waste Collection Facility ("HHWCF") and collects household hazardous waste. This program provides an environmentally safe and convenient way to dispose of household chemical wastes such as pesticides, herbicides, paints, solvents, car care products, and cleaning agents. The HHWCF is located at 634 East Hopkins Street, San Marcos, Texas.

The HHWCF consists of Factory Mutual System approved (or equal) hazardous material and chemical storage buildings, oil collection tanks, portable storage buildings for non-hazardous and recyclable material and safety equipment, diking, spill containment, fire suppression equipment, first aid equipment, with fenced security.

Twice a week, household hazardous waste is collected by the City and stored at HHWCF. Waste is stored in accordance with regulations as specified by the Texas Commission on Environmental Quality ("TCEQ") and U.S. Environmental Protection Agency ("USEPA").

The City will be responsible for collecting and accepting household hazardous waste from the public. This may include segregation and packaging of waste into United States Department of Transportation ("DOT") approved shipping containers supplied by the bidder.

The City will, on occasion, perform satellite events within Hays County. The contractor will assist in these events by collecting and transporting the waste in accordance with regulations as specified by TCEQ.

B. SCOPE: The successful contractor will provide all labor, equipment, tools, materials, supplies, supervision, and other items or services necessary to perform the following:

1. Categorize, package, transport, and dispose of the hazardous waste collected at the HHWCF. The contractor will transport hazardous wastes from the facility no later than three (3) business days after the contractor's arrival. The contractor will be responsible for all costs included in the handling and disposal of all generated wastes.
2. Ship waste out on an as needed basis.
3. During the week of a waste ship out, the contractor will arrive onsite at a time and date approved by the City. All prep work including, but not limited to, labeling of containers, determination of unknown materials, manifesting, and paperwork will be completed by the contractor. The contractor will arrive onsite with the tractor-trailer and all necessary tools and manpower to complete the loading and shipping operation. The contractor will have on site a minimum of one (1) field chemist and helper, and at least one (1) transport driver.
4. Assume all liability from the time work begins until final disposition including, but not limited to, handling at the HHWCF and transportation to an EPA approved disposal site. Contractor will provide a manifest for each pickup and will issue a report within thirty (30) days to the City/Owner Representative.
5. Verify accurate categorization of waste, securely package, and manifest waste collected at the facility, on an as needed basis at times and dates mutually agreed upon by both the bidder and the City. The HHWCF staff will segregate and move full containers of waste to the waste staging area.

REGULATIONS:

1. All work performed under these specifications will meet or exceed all Federal and State regulations including, but not limited to, the latest Code of Federal Regulations (40 CFR 260-282) and the Texas regulations (Texas Administrative Code, Chapter 335 and all parts) concerning Hazardous Household Waste.
2. The contractor will package and transport all waste according to DOT regulations and any other applicable Federal and State regulations.
3. The contractor will maintain all required insurance, along with all applicable Federal and State permits for transportation and disposal, facility inspection plans and records, and evidence of compliance with requirements of 31 Texas Administrative Code and Code of Federal Regulation 40, and any other applicable Federal, State, and local regulations throughout the term of the contract.

PERMITTING: All disposal sites utilized by the contractor for performance of this contract will be permitted by the Environmental Protection Agency ("EPA") and any applicable State and municipal rules and regulations. **Bidder must provide verification of this EPA permit with bid.**

IDENTIFICATION: The contractor will maintain a current EPA identification number and current TCEQ registration throughout the term of the contract.

GENERAL SAFETY:

1. The contractor will ensure the following:
 - a. All personnel involved in this program are trained for the level of expertise required for the proper performance of the task, particularly in the areas of chemical incompatibility, spills, and general first aid procedures according the TCEQ.
 - b. Personnel identifying unknown chemicals will have chemical identification, segregation, and consolidation training, and Hazardous Waste Operations and Emergency Response (HAZWOPER) training.
 - c. A medical surveillance program for personnel involved in the direct handling and/or exposure to the chemical waste or the primary containers to detect and correct job-related injuries or conditions.

CITY RESPONSIBILITY:

1. The City will ensure the following:
 - a. A lead staff member will monitor the loading operation for safety. All personnel of the City and contractor will work safely and use professional judgment in their activity. All operations pertaining to ship out operation will be performed in a safe manner and in accordance with any Federal, and State guidelines and regulations.

SAFETY AND SPILL CONTINGENCY PLANS: A lead staff member may upgrade or downgrade protection requirements, depending on the associated hazards, volume of traffic, and weather conditions.

1. Safety: The contractor and City staff will be required to follow basic protection guide-lines that include, but are not limited to, the following:

- a. Wearing of work uniform (Level D), safety glasses, and safety shoes.
- b. Wearing chemical resistant gloves under leather gloves when working in the receiving area accepting waste materials.
- c. Lab packaging of chemical waste will require, at a minimum, the same level of protective gear as worn in the receiving area.
- d. An individual air-purifying respirator equipped with organic purifying revapor/acids/high efficiency combination cartridges will be available within reach of all personnel.
- e. Segregation and packaging of liquid waste will require work clothes or, when weather allows, Tyvek coveralls/apron, chemical gloves, chemical boots or boot covers. Additionally, respiratory protection, chemical goggles, and face shield (if not using a full-face respirator) will be required by the City.

2. Spill Measures:

- a. The contractor will provide spill response measures which are necessary to control any type of spill during the collection of household hazardous waste.
- b. The contractor is 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. The contractor will clean up spills in accordance with Federal and State regulations and will verify that the cleanup meets applicable cleanup standards.

3. Spill Contingency Plan:

- a. The City will maintain a list of local emergency groups, agencies, and services at the facility which includes, but is not limited to, telephone numbers and addresses of TCEQ, ambulance and rescue services, and fire and police departments. Directions to the nearest hospital will be available to all personnel at each site.
- b. The lead City staff member is responsible for activating the City's Emergency Plan. Under emergency conditions the contractor's Project Manager, will support and advise the Lead staff member. Emergency response guidelines include, but will not be limited to, the following:

1) Worker Related:

- a) The contractor will render minor first aid in situations of injury and exposure.
- b) The City will maintain a first aid kit with sufficient supplies to care for minor injuries and heat stress problems.

- c) The City will provide an on-site emergency personal deluge shower station and eyewash station.
- d) In situations of inhalation of a toxic compound, the affected individual(s) will be removed to fresh air and transported to an emergency medical facility, and other personnel will be evacuated if necessary. If transportation/evacuation of the affected individual(s) by site personnel is not feasible, the ambulance or rescue squad will be contacted, and site personnel will continue first aid treatment until medical personnel arrive.

2) Waste Related:

- a) Waste related incidents include, but are not be limited to, spill, fire, explosion, chemical reaction, or release of toxic gases or vapors.
- b) The City will maintain the following on-site emergency spill response equipment including class ABC dry chemical fire extinguishers, emergency air horns, self-contained breathing apparatus, absorbents, and shovels. All other necessary equipment shall be supplied by the contractor.
- c) The contractor and the City will restrict public access to the site as appropriate.
- d) The City will assist the public by removing chemical waste from their vehicles to the receiving area.
- e) The entire collection facility will be designated as a non-smoking area and be clearly marked by the City with 'No Smoking' signs.
- f) Two (2) emergency air horns will be placed in the active work location.
- g) Notification of state emergency agencies will be the responsibility of the contractor.

GENERATOR STATUS AND ACCEPTANCE FOR DISPOSAL:

- 1. The contractor will be deemed to be the “generator” (for the purposes of Texas and federal laws and regulations) of all materials accepted at the facility from the Household Hazardous Waste Collection Program.
- 2. The contractor will ensure that materials for which they accept generator status will be accepted for disposal at the final disposal site(s).
- 3. The contractor will be, and will remain, liable in accordance with applicable laws for all damages to the City caused by the contractor’s negligent performance of any of the services furnished pursuant to this agreement, except for errors, omissions, or other deficiencies to the extent solely attributable to the City, City furnished data, or any third party. The contractor will not be responsible for time delays caused by circumstances beyond the contractor’s control.

GENERAL SITE RULES:

1. Eating, drinking, and smoking are strictly prohibited in the facility waste drop-off and handling areas.
2. All air purifying respirators will have the correct filter cartridges needed for respiratory protection against chemicals normally present at facility.
3. If site evacuation is necessary, the contractor will ensure:
 - a. All on-site personnel and program participants are alerted; and
 - b. That all personnel, volunteers, and participants evacuate to a pre-assigned area where a personnel count will be made of respective staff of the contractor and the City.
 - c. No person will be assigned to a task that requires the use of respiratory protection until they are trained and determined to be physically capable of using such devices.
 - d. Beards, facial hair, and sideburns (which may interfere with respirator sealing) are prohibited for all personnel using respiratory protection (contractor, City staff, visitors, volunteers, and state and federal representatives).
 - e. Parking of non-essential vehicles outside of designated areas is prohibited.
 - f. The City will have the authority to remove anyone from the site and prohibit their re-entry if the City or contractor determines that the person threatens site safety and/or security.

WASTE DETERMINATION AND IDENTIFICATION:

1. The City will assist in adequately classifying and segregating waste for proper transportation and disposal at the collection facility. When needed, the contractor will verify segregation and packaging. The contractor will classify and segregate waste for proper transportation and disposal at satellite events.
2. For unidentified household hazardous waste items that cannot be immediately identified on site by City staff (e.g. by appearance, pH, etc.), the contractor will test waste, or have it tested, to the extent necessary for proper packaging, transportation, and disposal.

PROVISION OF SHIPPING CONTAINERS: The contractor will provide containers and packing for shipping hazardous waste, which meet shipping requirements and applicable Federal and State regulations.

OTHER PRE-SHIPMENT TASKS: The contractor will utilize an inventory control system that ensures proper record keeping and manifesting of hazardous waste shipments. Preparation of waste for shipment will be in accordance with applicable DOT regulations regarding packaging, labeling, marking, and placarding.

PREPARATION OF MATERIALS FOR TRANSPORT:

1. The contractor will supply all necessary technical personnel, labor, equipment, and materials to properly categorize, package, mark, label, and load for transport of materials at the collection facility or satellite event.
2. The City will interview participants and identify those with known or unidentified hazardous waste. Participants with unknown waste or those wastes known to create particular problems may be directed to an area outside of the service area. The contractor and City staff will conduct further interviewing to identify the waste and prescribe special handling procedures.
3. The City will remove and segregate household hazardous waste at the waste segregation area following receipt of the waste. The contractor will check each container for proper labeling and identification. When the container is properly identified, the material will be segregated according to hazard class and prepared for packaging. If the container does not have adequate labeling to permit identification, it will be identified by appropriate and available analytical means. If the material is not identifiable, the City will either reject the waste from the program or store waste for subsequent identification and appropriate disposal by the contractor based on the decision of the City.
4. Once chemicals are properly identified, the contractor will re-check the chemicals for compatibility, list contents on the applicable drum container sheets, and pack chemicals into drums.
5. All drums will be packed according to EPA and DOT guidelines for the proper transportation, storage, and disposal of hazardous waste. All bottles, bags, or boxes received will be closed and in good condition or sealed in plastic bags and covered with a lightweight, absorbent material sufficient to contain the entire volume of waste. All drums will be closed and bound with a steel band and bolt. Texas Department of Transportation ("TXDOT") shipping information, hazard labels, EPA codes, and a packing slip will be put on the drum, and the drums given a specific code number.
6. Properly packaged, labeled, and manifested drums will be placed in a trailer for storage prior to transportation to a licensed storage facility. The load will be transported in fully permitted trucks to a storage facility and then segregated for shipment to federally permitted hazardous waste recycling, treatment, or disposal sites approved by the City.

EQUIPMENT AND SUPPLY REQUIREMENTS:

1. The contractor will provide the following:
 - a. A tractor-trailer (meeting all Federal and State regulations) or suitable straight truck with the capacity to ship the total packaged load from the HHWCF. This will include up to sixty (60) 55-gallon drums and up to eleven (11) Gaylord boxes for transporting packaged hazardous waste. An additional truck will be provided if volumes exceed the capacity of the first unit.
 - b. All packaging media and supplies, including 55-gallon drums (open- and closed-top), 30-gallon drums, 5-gallon pails, and Gaylord boxes with appropriate liners, and pallets.
 - c. Polyethylene drum liners (6 ml thickness) for lining Gaylord boxes used for collection of empty solvent and oil containers to be provided as needed.

- d. Special emergency spill response supplies, as deemed appropriate and necessary by the contractor for their activities.
 - e. 50 lb. bags of absorbent and 5-gallon pails to be used in spill response kits at the HHWCF facility to be provided as needed.
 - f. Six (6) 20 lb. bags of vermiculite to be used to line facility dumpster.
 - g. All staff necessary to perform the requirements of this contract.
2. The City will provide the following materials, assistance, and equipment:
- a. All program promotional material. The material will state that only household waste will be collected.
 - b. Barricades, traffic cones, and dumpsters for the facility.
 - c. Staff to separate non-hazardous and recyclable materials, and to bulk mixed solvents, latex, and oil-based paint.
 - d. Chairs, tables, additional safety equipment and gear for City staff, and additional emergency spill response supplies.
 - e. No HHWCF staff will enter the contractor's trailer. All load management and movement of waste in the trailer will be performed by contractor.
 - f. Work clothes (level D) for Facility Staff will be provided by the City.

SITE LAYOUT:

1. The HHWCF is divided into the following clearly designated areas:
- a. Participant drop off lanes;
 - b. Vehicle unloading zone;
 - c. Waste oil recycling area;
 - d. Chemical receiving and segregation area; and
 - e. Hazardous storage lockers for chemical storage.
2. Collection, segregation, packaging, bulking and storage of packaged waste will occur within the active work location which consists of the vehicle unloading zone and chemical receiving and segregation area. Only trained staff, federal and state environmental health representatives and City staff will be permitted in these areas.

TRAINING: At the inception of the contract and/or during each contract term, the contractor will provide training for City staff on waste identification and acceptance methods and pre-packaging techniques.

REPORTING REQUIREMENTS:

1. The contractor will submit a summary receiving report within thirty (30) days after each disposal haul to the City's Contract Administrator. The report will include:
- a. An itemized list of total quantities collected, transported, and disposed of, separated by method of disposal and cost per waste stream. (Number and type of drums/containers, etc.)
 - b. A description of any areas of concern or potential difficulties in performing these programs in the future.

- c. Letters or Certificates of Disposal demonstrating proper disposal of hazardous waste.
- d. Within thirty (30) days, reports emailed to the City will include shipping manifest, facility ship out date, invoicing number, item description, quantity, type container, unit price, extended price, manifest number, manifest line number, pounds, and disposal type.
- e. Any other data that the City deems necessary for Federal, State or City reports. This will include information in the form of spreadsheets or other format concerning waste, shipments, and disposal methods, or other data.

ADDITIONAL REQUIREMENTS:

- 1. Bidder will allow the City to visit and inspect Treatment Storage and Disposal Facility ("TSDFs").
- 2. Bidder will not have substantial performance problems or unresolved litigation regarding hazardous waste collection, categorization, packaging, transportation or disposal during the past ten (10) years, and will provide information at the time of submittal of all violations.
- 3. Bidder will state their compliance with all-applicable rules and regulations of Federal, State, and Local governing entities, and will provide information at the time of submittal of such.
- 4. All disposal sites and treatment methods used by the bidder will be submitted with the bid and will be approved by the City. Any change in disposal site or treatment method without obtaining prior approval of the City and will constitute a material breach of this contract. The bidder will adhere to all applicable federal (EPA) and state treatment standards for treatment and disposal of wastes.

WORK HOURS: The successful bidder will work the same eight (8) hour workday as the Neighborhood Enhancement Department. The hours are normally from 8:00 AM – 5:00 PM, Monday – Friday. These work hours allow for a thirty (30) minute lunch break and two (2) fifteen (15) minute breaks, in the morning and in the afternoon. Breaks will be taken on the job site in the field. Any deviation from the set scheduled hours will be approved in advance by the City's Contract Administrator. All crewmembers will be required to keep time records of the start and end of each workday.

EMPLOYEES: All services will be performed by experienced, qualified personnel of the successful bidder, using current, acceptable practices.

A. The successful bidder's employees, permanent or temporary, will present a neat appearance and be easily recognized while performing the work. This will be accomplished by wearing appropriate identification badges or uniforms.

B. All employees of the successful bidder that are not U.S. citizens will have valid work permits. The successful bidder will follow all guidelines of equal employment practices.

C. The City reserves the right to direct the successful bidder to remove or replace any employee for just cause.

D. The successful bidder will have an English-speaking employee on site at all times while work is being performed.

E. The successful bidder will require employees to wear personal protective equipment in accordance with appropriate safety standards.

C. MINIMUM QUALIFICATIONS: Specified services shall be performed by a company with a minimum of five (5) years' experience or documented experience specializing in this type of work. Contractor shall hold all proper and current licenses and bonds. In addition, the contractor is responsible for obtaining all required permits and inspections as applicable. The contractor shall supply all labor, equipment, materials, transportation, and tools necessary for the proper execution and completion of the work; and shall perform in the best and most workmanlike manner the complete scope of services and everything incidental thereto, as stated in the specifications or reasonably implied in accordance with the contract documents.

The contractor shall be solely responsible for their vehicles, equipment, tools, supplies, materials, and other property. The contractor shall remove such items from the work sites at the end of each work shift, as practical, and keep them in the contractor's possession unless otherwise approved by the City.

Contractor is required to have a centralized point of contact and shall provide full time supervision of qualified personnel with demonstrated experience to perform the work required under this solicitation. Unless specified to the contrary, all material used shall be new and of the best kind and grades specified and all workmanship shall be up to the best recognized standards known to the various trades. Contractor shall not subcontract or assign the performance of any of the services in this contract without the prior written approval of the City.

D. EMPLOYEES: All services will be performed by experienced, qualified personnel of the Vendor/Contractor, using current, acceptable practices.

1. The Vendor's/Contractor's employees, permanent or temporary, will present a neat appearance and be easily recognized while performing the work. This will be accomplished by wearing appropriate identification badges or uniforms.
2. All employees of the Vendor/Contractor that are not U.S. citizens will have valid work permits. The Vendor/Contractor will follow all guidelines of equal employment practices.
3. The Owner reserves the right to direct the Vendor/Contractor to remove or replace any employee for just cause.
4. The Vendor/Contractor will have an English-speaking employee on site at all times while work is being performed.
5. The Vendor/Contractor will require employees to wear personal protective equipment in accordance with appropriate safety standards.

E. DRIVERS: The Vendor/Contractor will have drivers with a valid State of Texas Class "C" driver's license.

End Section

5. BID FORM

Note: The Bidder will provide a price on all line items of the Bid Form, Section 5, Part 1 to be considered responsive.

Item	Part 1: "Top 30" Must Haves	Unit	QTY	Total
1	Corrosives, Chemical Treatment	55 Gallon Drum	1	\$286.00
2	Corrosives, Chemical Treatment	30 Gallon Drum	1	\$ 214.50
3	Corrosives, Chemical Treatment	5 Gallon Pail	1	\$ 85.80
4	Oxidizer, Chemical Treatment	55 Gallon Drum	1	\$353.00
5	Oxidizer, Chemical Treatment	30 Gallon Drum	1	\$264.75
6	Oxidizer, Chemical Treatment	5 Gallon Pail	1	\$ 105.90
7	Flammables, Incineration	Gaylord Box	1	\$ 790.00
8	Flammables, Incineration	55 Gallon Drum	1	\$ 286.00
9	Flammables, Incineration	30 Gallon Drum	1	\$ 214.50
10	Flammables, Incineration	5 Gallon Pail	1	\$ 85.80
11	Dioxin-related Pesticides and Wood Preservations, Incineration	Gaylord Box	1	\$1613.00
12	Dioxin-related Pesticides and Wood Preservations, Incineration	55 Gallon Drum	1	\$ 510.00
13	Zinc Powder (dangerous when wet, spontaneously combustible)	5-gallon Lab Pack Pail	1	\$ 288.00
14	Organic Peroxides (methyl ethyl ketone peroxide, benzoyl peroxide)	5-gallon Lab Pack Pail	1	\$ 139.50
15	Mixed Solvents and Oil-Based Paint Sludge, Fuel Blend (55 Gallon) > 10,000 BTUs per pound < 3% Solids < 3% Halogens < 5% Water	55 Gallon Drum	1	\$ 196.00
16	Mixed Solvents and Oil-Based Paint Sludge, Fuel Blend (55 Gallon) > 5,000 BTUs per pound < 3% Solids < 3% Halogens < 5% Water	55 Gallon Drum	1	\$196.00
17	Mixed Solvents and Oil-Based Paint Sludge, Fuel Blend (55 Gallon) > 10,000 BTUs per pound < 3% - 10% Solids < 3% Halogens < 5% Water	55 Gallon Drum	1	\$ 208.00
18	Mixed Solvents and Oil-Based Paint Sludge, Fuel Blend (55 Gallon) > 5,000 BTUs per pound < 3% - 10% Solids < 3% Halogens < 5% Water	55 Gallon Drum	1	\$ 208.00
19	Mixed Solvents and Oil-Based Paint Sludge, Fuel Blend (55 Gallon) > 5,000 BTUs per pound < 3% Solids < 3% Halogens 5% - 15 Water	55 Gallon Drum	1	\$ 208.00
20	Mixed Solvents and Oil-Based Paint Sludge, Fuel Blend (55 Gallon) > 5,000 BTUs per pound < 3% Solids < 3% - 5% Halogens < 5% Water	55 Gallon Drum	1	\$ 208.00

21	Mixed Solvent or Paint Sludge with high percentage of water < 5,000 BTU's per pound	55 Gallon Drum	1	\$ 286.00
22	Oil Based Paint in Cans Yd box, Fuel Blending Solid fuels	Yard Box	1	\$600.00
23	Oil-Based Paint in cans, Fuel Blending (Solid Fuels)	55 Gallon Drum	1	\$ 174.00
24	Waste Latex Paint (unsuitable for recycling)	55 Gallon Drum	1	\$ 140.00
25	Fertilizer, Chemical Landfill	55 Gallon Drum	1	\$ 140.00
26	Fertilizer, Chemical Landfill	30 Gallon Drum	1	\$ 105.00
27	Aerosol Cans, Incineration	55 Gallon Drum	1	\$ 252.00
28	Li-Ion Batteries, Recycle	5 Gallon Pall	1	\$ 127.80
29	Li-Ion Batteries, Recycle	55 Gallon Drum	1	\$ 426.00
30	Grease, Solid Fuels	55 Gallon Drum	1	\$288.00
Subtotal Part 1 – Items 1 through 30				\$ 8,999.55

Item	Part 2: LAB PACKS	Unit	QTY	Total
31	Poisons, Incineration	Gaylord Box	1	\$ 790.00
32	Poisons, Incineration	55 Gallon Drum	1	\$286.00
33	Poisons, Incineration	30 Gallon Drum	1	\$ 214.50
34	Poisons, Incineration	5 Gallon Pail	1	\$85.80
35	Non-Hazardous (miscellaneous) Chemical Landfill	Gaylord Box	1	\$ 364.00
36	Non-Hazardous (miscellaneous) Chemical Landfill	55 Gallon Drum	1	\$ 129.00
37	Non-Hazardous (miscellaneous) Chemical Landfill	30 Gallon Drum	1	\$ 96.75
38	Mercury, Metallic in Containers, Recycle	5 Gallon Lab Pack Pail	1	\$ 899.00
39	Mercury, Metallic in Containers, Recycle	30 Gallon Drum	1	\$ 2322.00
40	Mercury, Metallic in Instruments, Recover & Recycle	5 Gallon Pail	1	\$ 650.40
41	Mercury, Metallic in Instruments, Recover & Recycle	30 Gallon Drum	1	\$ 1626.00
42	Mercury contaminated debris (>260 ppm) such as broken thermometer, carpet that contains mercury contamination from spill, retort/recovery & recycling hg: Chemical Landfill debris.	55 Gallon Drum	1	\$ 2168.00
43	Mercury contaminated debris (>260 ppm) such as broken thermometers or carpet that contains mercury contamination from spill, retort/recovery & recycling hg: Chemical Landfill debris.	30 Gallon Drum	1	\$ 1626.00
44	Mercury contaminated debris (>260 ppm) such as broken thermometers or carpet that contains mercury contamination from spill, retort/recovery & recycling hg:	5 Gallon Pail	1	\$ 650.40

	Chemical Landfill debris.			
45	Calcium Carbide (dangerous when wet) treatment	5 Gallon Lab Pack Pail	1	\$ 275.00
46	Organic Peroxides (methyl ethyl ketone peroxide, benzoyl peroxide)	30 Gallon Drum	1	\$348.00
47	Camping Stove compressed gas containers	30 Gallon Drum	1	\$ 161.00
Subtotal Part 2 – Items 31 through 47				\$ 12,691.85

Item	Part 3: SOLVENTS-PAINT	Unit	QTY	Total
48	Waste Latex Paint (unsuitable for recycling)	Gaylord Box	1	\$ 381.00
49	Aerosol Cans, Incineration	Gaylord Box	1	\$ 790.00
50	Alkaline Batteries, Chemical Landfill or Reclamation	5 Gallon Pail	1	\$ 90.00
51	Alkaline Batteries, Chemical Landfill or Reclamation	30 Gallon Drum	1	\$ 168.00
52	Lithium Batteries, Deactivation and Chemical Landfill	5 Gallon Pail	1	\$140.00
53	Ni-Cd Batteries, Recycle	5 Gallon Pail	1	\$ 75.60
54	Ni-Cd Batteries, Recycle	55 Gallon Drum	1	\$ 252.00
55	Ni-Cd Batteries, Recycle	30 Gallon Drum	1	\$ 189.00
56	Li-Ion Batteries, Recycle	30 Gallon Drum	1	\$ 319.50
57	PCP Capacitors, Incineration	5 Gallon Pail	1	\$ 174.00
58	PCP Capacitors, Incineration	55 Gallon Drum	1	\$ 580.00
59	PCP Capacitors, Incineration	30 Gallon Drum	1	\$435.00
60	Non-PCB Capacitors, Chemical Landfill	30 Gallon Drum	1	\$ 275.00
61	Mercury contaminated debris (>260 ppm) such as broken thermometers or carpet that contain mercury contamination from spill assume 400 lbs per drum. Retort/Recovery-Hg; Chemical landfill debris.	55 Gallon Drum	1	\$ 2168.00
62	Mercury contaminated debris (>260 ppm) such as broken thermometers or carpet that contain mercury contamination from spill assume 400 lbs per drum. Retort/Recovery-Hg; Chemical landfill debris.	30 Gallon Drum	1	\$ 1626.00
63	Fluorescent Lamps, Recycle	28 Lamps/Box	1	\$ 510.00
64	Fluorescent Lamps, Recycle	4 Foot Box	1	\$ 73.00
65	Fluorescent Lamps, Recycle	6 Foot Box	1	\$ 118.00
66	Fluorescent Lamps, Recycle	8 Foot box	1	\$ 118.00

67	Fluorescent Lamps, Recycle	30 Gallon Fiber Drum	1	\$ 318.00
68	Crush/Broken Fluorescent Lamps, Retort & Recycle, Assume 300 lbs.	55 Gallon Drum	1	\$ 252.00
69	Solvent soaked rags absorbent, vermiculite, Solid Fuels	55 Gallon Drum	1	\$328.00
70	Oily Wastewater or Oil/Water Mix (30% oil/70% water), Land Treatment	55 Gallon Drum	1	\$ 146.00
71	Oily contaminated Soil/Absorbent (non-hazardous) Land Treatment	55 Gallon Drum	1	\$ 146.00
Subtotal Part 3 - Items 48 through 71				\$ 9,672.10

Item	Part 4: SHARPS CONTAINERS	Unit	QTY	Total
72	1.5 Gallon Sharps Containers	Box	1	\$84.00
73	3 Gallon Sharps Containers	Box	1	\$ 104.00
Subtotal Part 4 - Items 72 through 73				\$ 188.00

Item	Part 5: Optional	Unit	QTY	Total
74	19 Gallon Sharps Containers	Box	1	\$ 146.00
75	Non-PCB Capacitors, Chemical Landfill	5 Gallon Pail	1	\$ 93.30
76	Non-PCB Capacitors, Chemical Landfill	55 Gallon Drum	1	\$ 311.00
77	Sodium Metal (dangerous when wet)	5 Gallon Lab Pack	1	\$ 288.00
Subtotal Part 5 - Items 74 through 77				\$ 838.30

Section 4: EVENT SUPPORT		Unit	QTY	Total
Cost for "Event Labor" to load and package waste – cost for one person per hour		Hour	1	\$ 75.00 Per Hour
Transportation of waste products from Event Location to Disposal Site for events		Mile	1	\$9.50 Per Mile

Bidder agrees that its price will remain firm and subject to acceptance by the Owner for a period of ninety (90) calendar days from the bid due date.

The City of San Marcos reserves the right to reject any and all bids and to waive any informalities.

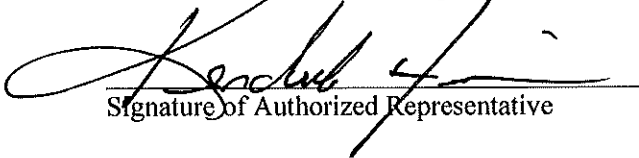
The undersigned acknowledges receipt of the following addenda:

Addendum No. 1 dated 05/15/2025 Initial K.H
Addendum No. 2 dated _____ Initial _____

The undersigned affirms that the original Invitation for Bid documents have not been altered in any way. The undersigned further affirms that it is duly authorized to submit this bid, that this bid has not been prepared in collusion with any other bidder, and that the content of this bid has not been communicated to any other bidder prior to the official receipt of this bid.

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC

Printed Name of Bidder/Company


Signature of Authorized Representative

05/21/2025

Date

KENDRICK HARRISON / GOVT. ACCOUNT SPECIALIST

Printed Name / Title of Authorized Representative

42 LONGWATER DRIVE, PO BOX 9149,
Mailing Address

NORWELL, MA - 02061
City, State, Zip code

(312) 550-2820
Telephone:

kendrick.harrison@safety-kleen.com
Email:

End

BID CHECKLIST



CHECK EACH OF THE FOLLOWING AS THE NECESSARY ACTION IS COMPLETED.

- ☒ 1. THE BID FORM HAS BEEN SIGNED BY AN AUTHORIZED SIGNATORY.
- ☒ 2. THE PRICE EXTENSIONS AND TOTALS HAVE BEEN CHECKED ON THE BID FORM.
- ☒ 3. ADDENDUM (IF ANY) HAVE BEEN ACKNOWLEDGED ON THE BID FORM.
- ☒ 4. ATTACHMENT VENDOR REFERENCES AND QUALIFICATIONS HAS BEEN COMPLETED, SIGNED, AND INCLUDED.
- ☒ 5. ATTACHMENT VENDOR INFORMATION QUESTIONNAIRE AND ASSURANCES HAS BEEN COMPLETED, SIGNED, AND INCLUDED.
- ☐ 6. ATTACHMENT HB89 VERIFICATION IS COMPLETED, SIGNED AND INCLUDED, IF OVER \$100,000.
- ☒ 7. ATTACHMENT W-9 HAS BEEN COMPLETED, SIGNED, AND INCLUDED.
- ☒ 8. ATTACHMENT FORM CIQ, IF APPLICABLE.
- ☒ 9. THE MAILING LABEL HAS BEEN ATTACHED TO THE OUTERMOST SEALED ENVELOPE AND IS ADDRESSED TO:

Cut along the outer border and affix this label to your outermost sealed bid container to identify it as a "Sealed Bid". Include the name of the company submitting the bid where requested.

SEALED BID • DO NOT OPEN

SEALED BID NO.: IFB 2025-104
BID TITLE: Household Hazardous Waste Disposal
DUE DATE/TIME: Prior to: May 22, 2025 at 2:00 p.m. Local Time

SUBMITTED BY: _____
(Name of Bidder)

(Address of Bidder)

DELIVER TO: City of San Marcos
Attention: Purchasing Manager
Purchasing & Contracting, Building 3 {Fiance}
630 East Hopkins Street
San Marcos, Texas 78666



VENDOR REFERENCES AND QUALIFICATIONS

If this document is not submitted with the bid/proposal, it may be considered non-responsive.

COMPARABLE SIZE, SCOPE AND COMPLEXITY TO THE WORK/SERVICES DESCRIBED IN THIS SOLICITATION

Name of Government Agency: (Or Company Name:)	City of San Antonio HHW		
Representative's Name and Title:	Michael Ortiz - Assistant Solid Waste District Manager		
Mailing Address:	4410 West Piedras Dr. San Antonio, TX 78228		
City, State, Zip:	San Antonio, TX 78228		
Telephone:	210-207-6440	Email:	michael.ortiz@sanantonio.gov
Project Description:	Transportation, Disposal and Labor for Permanent Site HHW's and mobile events		

Name of Government Agency: (Or Company Name:)	City of Austin HHW		
Representative's Name and Title:	Andy Dawson - Assistant Division Manager		
Mailing Address:	2514 Business Center Dr. Austin, TX 78744		
City, State, Zip:	Austin, TX 78744		
Telephone:	512-974-4342	Email:	andy.dawson@austintexas.gov
Project Description:	Transportation, Disposal and technical support for Permanent Site HHW and mobile events		

Name of Government Agency: (Or Company Name:)	City of New Braunfels HHW		
Representative's Name and Title:	Leann Cowey - Senior Administrative Assistant		
Mailing Address:	424 S Castell Ave New Braunfels, TX 78130		
City, State, Zip:	New Braunfels, TX 78130		
Telephone:	830-221-4038	Email:	lcowey@newbraunfels.gov
Project Description:	Transportation, Disposal and Labor for HHW mobile events		



VENDOR INFORMATION QUESTIONNAIRE AND ASSURANCES

Business/Individual Name:	CLEAN HARBORS ENVIRONMENTAL SERVICES, INC
Primary Office Address (City/State/Zip):	42 LONGWATER DRIVE, NORWELL, MA - 02061
Telephone Number:	(312) 550-2820
Email Address:	kendrick.harrison@safety-kleen.com
Company has been in business since:	1980
City of San Marcos Department/Contact:	

Form of Ownership (check one):

- ☐ Individual/Sole Proprietor
- ☒ C Corporation: State: MA Date Incorporated: 03/24/1980
- ☐ S Corporation: State: _____ Date Incorporated: _____
- ☐ Partnership, select one: ☐ Limited or ☐ General
- ☐ Trust/Estate
- ☐ LLC, select one: ☐ C corporation ☐ S corporation ☐ Partnership
- ☐ Joint Venture

Type of Business: Environmental Services

1099 Information: Are you eligible to receive a 1099? ☐ Yes ☒ No

1099 Code: ☐ Interest ☐ Non-Employee Compensation ☐ Rent/Right of Entry/Equip Lease
☐ Medical/Health Care Payments ☐ Attorney ☐ Easement (Skip to #11)
☐ Other Income (Subscriptions, Marketing/Printing, Beneficiary payments, Prizes/Awards, Taxable Damages, Software as a svc)

If Individual/Sole Proprietor, check if applicable, then skip to signature:

☐ Grant ☐ Sports Official ☐ Minority/ Small Business

List of Partners, Principals, Corporate Officers or Owners (attach additional pages as needed):

Name	Title
N/A	

List of Corporate Directors (attach additional pages as needed):

Name	Title
N/A	

1. Have you had any contracts terminated for default or other performance reasons? ☐ Yes ☐ No If yes, explain:

NO

2. Has your company been convicted of a criminal offense involving fraud, theft, bribery, kickbacks, or unlawful gifts to a public official? ☐ Yes ☒ No If yes, has the conviction occurred within three (3) years immediately preceding either the date of submission of a bid/proposal, or the date of award of the contract?
If yes, explain:

N/A

3. Is your company involved in pending investigation or criminal prosecution of a criminal offense involving fraud, theft, bribery, kickbacks, or unlawful gifts to a public official?
☐ Yes ☒ No If yes, explain:

N/A

4. Does your company have pending claims, investigations, or civil litigation involving allegations of fraud, misrepresentation, or conversion?
☐ Yes ☒ No If yes, explain:

N/A

5. Does the City have previous final judgments against your company for breach of contract, fraud misrepresentation or conversion?
☐ Yes ☒ No If yes, explain:

N/A

6. Has your company failed to timely pay/remit sales tax, property tax, or utility payments to the City of San Marcos?
☐ Yes ☒ No If yes, explain:

N/A

7. Has your company refused to execute a contract following an award by the San Marcos City Council?
☐ Yes ☒ No If yes, explain:

N/A

8. Has your company violated the anti-lobbying provisions in a current or previous City of San Marcos procurement process by contacting a member of the San Marcos City Council prior to the award of a contract?
☐ Yes ☒ No If yes, explain:

N/A

9. Has your company furnished unauthorized substitutions of materials not meeting contract specifications in a current or previous contract with the City of San Marcos?
☐ Yes ☒ No If yes, explain:

N/A

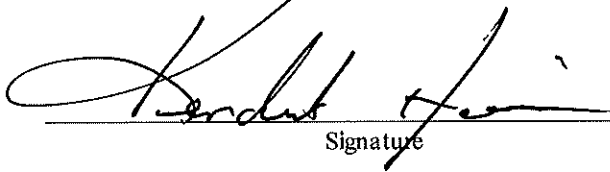
10. Are you submitting a bid or proposal? ☒ Yes ☐ No
Non-Collusion Certification: By signing below as an authorized signer, the Bidder/Proposer certifies that ALL items below are true and correct concerning its bid/proposal.
- 1) You are fully informed of the contents of the bid/proposal and the circumstances of its preparation.
 - 2) Your bid/proposal is genuine and is not a collusive or sham bid/proposal.
 - 3) Neither you nor anyone else acting on behalf of your company has agreed, colluded, or conspired in any manner with any other firm, or person to submit a collusive or sham bid/proposal, or to refrain from bidding/proposing, or sought by communication or conference with any other bidder, firm, or person to fix the prices, overhead, profit, or any cost element in your bid or in any other bid, or to secure through any collusion, conspiracy, or agreement any advantage against the City of San Marcos or any other bidder.
 - 4) The prices quoted in your bid/proposal are fair and proper and are not affected by any collusion, conspiracy, connivance, or unlawful agreement on the part of your company or anyone acting on its behalf.
11. Are you a property owner granting or selling property for a project related to CIP/Engineering?
☐ Yes ☒ No
If Yes: Name of project: _____
Property description: _____
Is this a 1-Time Payment? ☐ Yes ☐ No
12. Prohibition on contracts per the Texas Government Code:
- a. Prohibition on contracts with companies that boycott Israel. Chapter 2271 and 808, Texas Government Code restricts the City from contracting with companies that boycott Israel. By signing below and submission of the HB89 Verification form, the Bidder certifies that it does not boycott Israel and will not during the term of this contract. Failure to maintain the requirements under this provision will be considered a material breach. (HB89 Verification form required if contract value is greater than \$100,000.)
 - b. Prohibition on contracts with companies that do business with Iran, Sudan, or a foreign terrorist organization. Section 2252 of the Texas Government Code restricts the City from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. By signing below as an authorized signer, the Bidder certifies that it does not do business with Iran, Sudan, or a foreign terrorist organization. Failure to maintain the requirements under this provision will be considered a material breach.
 - c. Prohibition on contracts with certain foreign-owned companies. Section 2274 of the Texas Government Code (SB2116) restricts the City from contracting with companies that do business with certain foreign-owned companies in connection with critical infrastructure if the company is granted direct or remote access; and if the company is owned by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a "designated country", or headquartered in China, Iran, North Korea, Russia, or a designated country. Designated country is Governor-designated country as a threat to critical infrastructure. By signing below as an authorized signer, the Bidder hereby certifies that it does not do business with certain foreign-owned companies in connection with critical infrastructure as described herein. Failure to maintain the requirements under this provision will be considered a material breach.
 - d. Prohibition on contracts with companies that discriminate against firearm and ammunition industries. Section 2274 of the Texas Government Code (SB19) restricts the City from contracting with companies that discriminate against firearm and ammunition industries. By signing below as an authorized signer, the Bidder certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate against the same during the term of this contract. *(Only applies to companies with 10 or more full-time employees and for a contract value greater than \$100,000.)* Failure to maintain the requirements under this provision will be considered a material breach.
 - e. Prohibition on contracts with companies boycotting Certain Energy Companies. Section 2274 of the Texas Government Code (SB13) restricts the City from contracting with companies that boycott energy companies. By signing below as an authorized signer, the Bidder certifies that it does not have a practice, policy, guidance, or directive boycotting energy companies, and will not discriminate against the same during the term of this contract. *(Only applies to companies with 10 or more full-time employees and for a contract value greater than \$100,000.)* Failure to maintain the requirements under this provision will be considered a material breach.

I hereby certify that our business is an Equal Employment Opportunity (EEO) employer and does not and will not discriminate in employment and in subcontracts based on race, color, sexual orientation, gender identity, national origin, sex, age, disability or economic condition. I further attest that this policy is documented in our Employee Handbook. As an EEO employer, we prohibit retaliation, discharge, or discrimination against any employee or applicant for employment or against any subcontractor or supplier.

I, KENDRICK HARRISON, as GOVT. ACCOUNT SPECIALIST
Name of Individual Title & Authority

of CLEAN HARBORS ENVIRONMENTAL SERVICES, INC, declare under oath that the
Company Name

above Statements, including any supplemental responses attached hereto, are true and correct, and that the representations made herein are accurate to the best of my knowledge and are based upon a diligent search of records. I further acknowledge that any failure to conduct a diligent search or to make a full and complete disclosure may result in cancellation of my contract by the City of San Marcos, and possibly debarment.


Signature

05/21/2025

Date

HOUSE BILL 89 VERIFICATION

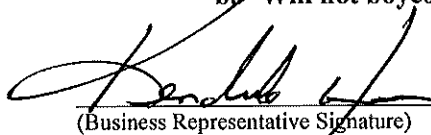
(This affidavit must be completed and submitted with bid/proposal.)

Pursuant to Sections 2271.001, 2271.002, 808.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.
3. Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

As the undersigned legal representative of CLEAN HARBORS ENVIRONMENTAL SERVICES, INC,
(Business Name)
after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2271:

- a. Does not boycott Israel currently; and
- b. Will not boycott Israel during the term of the contract City of San Marcos, Texas.


(Business Representative Signature)

05/21/2025
(Date)

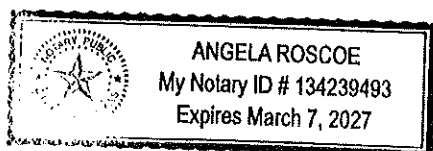
GOVT. ACCOUNT SPECIALIST
(Title)


STATE OF TEXAS §
COUNTY OF COLLINS §

On this day, BEFORE ME, KENDRICK HARRISON personally appeared and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20th day of MAY, 2025.

[SEAL]




NOTARY PUBLIC in and for the
State of TEXAS

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Clean Harbors Environmental Services, Inc.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

05/21/2025

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at [http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm](http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm). For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

**Request for Taxpayer
Identification Number and Certification**

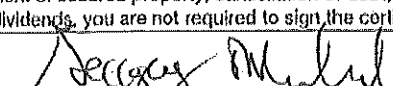
Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) <u>E</u> <i>(Applies to accounts maintained outside the United States.)</i>
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See Instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See Instructions. 42 LONGWATER DRIVE 6 City, state, and ZIP code NORWELL, MA 02061 7 List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. See also <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	<table border="1"><tr><td colspan="9">Social security number</td></tr><tr><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td>-</td><td></td></tr><tr><td colspan="9">or</td></tr><tr><td colspan="9">Employer identification number</td></tr><tr><td>0</td><td>4</td><td></td><td>-</td><td>2</td><td>6</td><td>9</td><td>8</td><td>9</td></tr></table>	Social security number												-				-		or									Employer identification number									0	4		-	2	6	9	8	9
Social security number																																														
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Employer identification number																																														
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Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	Signature of U.S. person  Date 01/07/2025
--	--

General Instructions
Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.
What's New
Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.
Purpose of Form
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1066).

Household Hazardous Waste Disposal #2025-104

Due Date: 22' May 2025



**Clean Harbors Environmental
Services, Inc**
42 Longwater Drive,
Norwell,
MA: 02061



City of San Marcos
Building 3,
630 East Hopkins
Street,
San Marcos,
TX 78666

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Cover Letter

Re: Household Hazardous Waste Disposal #2025-104

Dear City of San Marcos,

As the nation's largest provider of Environmental services, Clean Harbors Environmental Services, Inc. ("Clean Harbors") proposes for **Household Hazardous Waste Disposal**.

We will provide services using our local equipment resources and team of supervisors, foremen, technicians etc that are skilled in transportation, waste shipment regulations and spill response clean-up. Their expertise helps keep you in compliance with the latest EPA, and DOT, regulations.

Clean Harbors hereby gives our unconditional acceptance of the performance obligations set forth in the RFP. We also warrant Clean Harbors, and all our proposed subcontractors have the necessary permits, processes, capacity and knowledge to accept and legally handle the wastes listed in the Disposal Matrix of the proposal.

We look forward to providing you with services requires and to develop a long-term business relationship.

Sincerely,

Clean Harbors Environmental Services, Inc

Kendrick Harrison

Government Account Specialist

3125502820

kendrick.harrison@safety-kleen.com

42 Longwater Drive,

Norwell, MA: 02061

Company Overview

Clean Harbors is North America's leading provider of environmental 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, 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.

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.

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. Also in 2017, Clean Harbors acquired Lonestar West, further broadening its daylighting and hydro excavation services throughout the U.S. and Canada.

In 2018, we acquired Veolia's U.S. industrial cleaning business. This acquisition provides significant scale and capabilities while increasing the size and geographic reach of our existing U.S. industrial services business.

In 2021, we acquired HydroChemPSC, a leading U.S. provider of industrial cleaning, specialty maintenance and utilities services. Its services are built around providing solutions to customers focused on cleaning, maintenance and environmental compliance of essential, mission critical equipment and infrastructure. In 2022, HydroChemPSC was rebranded to HPC Industrial.

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 more than 100 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.

Certified Financial Audit

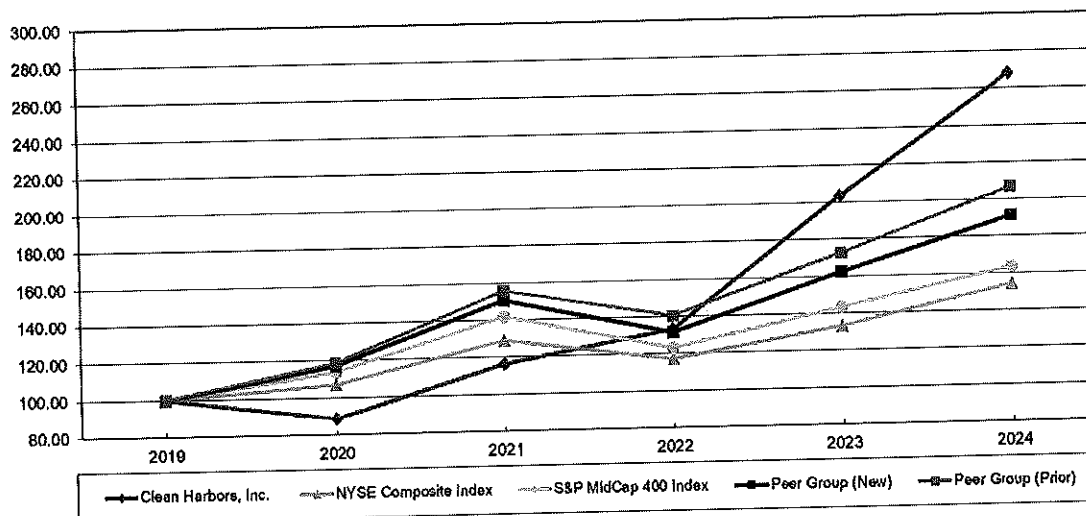
A copy of Clean Harbors most current annual report has been included with our original proposal. Additionally, we have included a summary of our financial strength below.

Financial Strength

Your responsibility of ensuring the long-term environmental security for your organization is partly dependent upon your selection of a reliable business partner. Safety-Kleen is North America's leading provider of environmental, energy and industrial services. Over the past 42 years, our strategy has been to increase our business by focusing on customer needs, investing in IT improvements and facility expansions as well as pursuing strategic acquisitions.

- ✓ Stable ownership and leadership— Our CEO started the company in 1980!
- ✓ Clean Harbors has never filed for bankruptcy protection

Comparison of 5 Year Cumulative Total Return
Assumes Initial Investment of \$100
December 2024



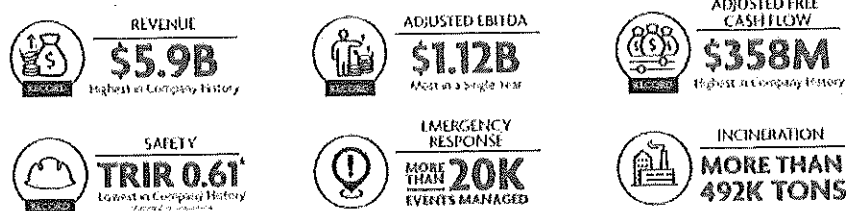
Total direct revenues for 2024 increased 8.9% or \$480.8 million to \$5,890.0 million, compared with \$5,409.2 million in 2023. Our Environmental Services segment direct revenues increased \$493.3 million or 10.9% in 2024 compared with 2023 driven by growth in Field and Emergency Response Services, including the contributions from the acquisition of HEPACO, as well as growth in our Technical Services and Safety-Kleen branch core service offerings. Direct revenues recorded by our SKSS segment decreased \$12.5 million in 2024 compared to 2023 primarily due to lower market-based pricing on our base and blended oil product sales as well as reduced volumes of these products sold. Contributions from the acquisition of Noble partially offset these decreases. Foreign currency translation of our Canadian operations negatively impacted our consolidated direct revenues by \$9.0 million in 2024 as compared to 2023.

Income from operations in 2024 was \$670.2 million as compared with \$612.4 million in 2023, an increase of 9.4%. We reported net income in 2024 and 2023 of \$402.3 million and \$377.9 million, respectively. Adjusted EBITDA, which is the primary financial measure by which we evaluate our

operations, was \$1,116.9 million in 2024 and \$1,012.6 million in 2023, an increase of over 10%, driven by the results of our Environmental Services segment. Additional information regarding Adjusted EBITDA, which is a non-GAAP measure, including a reconciliation of net income to Adjusted EBITDA, appears below under “Adjusted EBITDA.”

Net cash from operating activities for 2024 was \$777.8 million, an increase of \$43.2 million from 2023. Adjusted free cash flow, which management uses to measure our financial strength and ability to generate cash, was \$357.9 million in 2024, which represented a \$32.7 million increase over 2023. This increase was due to incremental net cash generated by operating activities, partially offset by higher spend on property plant and equipment, net of proceeds from the sale and disposal of fixed assets. Additional information regarding adjusted free cash flow, which is a non-GAAP measure, including a reconciliation of net cash from operating activities to adjusted free cash flow, appears below under “Adjusted Free Cash Flow.”

2024 BY THE NUMBERS



A TOTAL SOLUTION FOR THE FUTURE

Clean Harbors continues to be extraordinary year after year because of our employees – the people who work hard to build relationships with customers and each other and arrive at work every day with a safety-first mindset. Our employees enable the Company to make improvements to technology and efficiency as well as take on new business initiatives and deliver on our promise of providing industry-leading solutions.

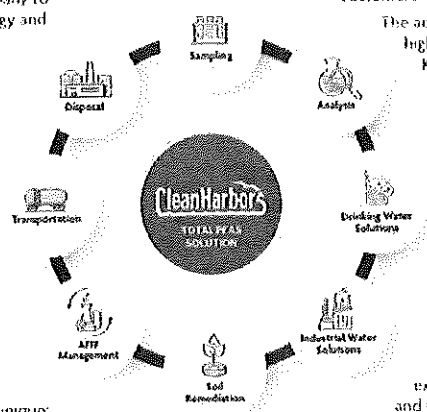
As new legislation is passed in the U.S. and Canada, Clean Harbors stays ready to tackle it head-on and streamline compliance and services for us and our customers. In 2024, we continued to develop and enhance our PFAS service offerings. Today, we are the foremost provider of PFAS management and destruction with our Total PFAS Solution.

This comprehensive program is unique; we are the only company in the market that offers a fully integrated solution every step of the way. We have definitively proven our

ability to eliminate PFAS at a 99.9999% level of destruction. We sample, analyze, transport, remediate and destroy PFAS using our extensive North American network. We provide long-term solutions for these forever chemicals so customers have nothing to worry about.

The addition of our new rotary-kiln, high-temperature incinerator in Kimball, Nebraska, reinforces our commitment to our customers who rely on us to safely eliminate their waste without compliance or safety concerns. As our incineration capacity continues to expand and improve, so do the capabilities we can offer customers for the safe handling, transportation and disposal of complex waste streams such as PFAS.

Looking ahead to 2025 and beyond, we remain committed to innovation, safety and service excellence. With our proven expertise and industry-leading offerings, we will continue to support our customers while delivering the most effective and reliable PFAS management and environmental solutions available.



ABOUT CLEAN HARBORS

Clean Harbors Inc. is a North American provider of environmental and industrial services. The Company serves various customers. For more information, visit www.cleanharbors.com.

SELECTED FINANCIAL DATA

For the Years Ended December 31 (in thousands, except per share amounts)

INCOME STATEMENT DATA

	2024	2023	2022	2021	2020
Revenues	\$ 5,889,952	\$ 5,409,152	\$ 5,166,605	\$ 3,805,566	\$ 3,144,097
Cost of revenues (exclusive of items shown separately below)	4,065,713	3,746,124	3,543,930	2,609,837	2,137,751
Selling, general and administrative expenses	739,629	671,161	627,391	537,962	451,044
Accretion of environmental liabilities	13,456	13,667	12,943	11,745	11,051
Depreciation and amortization	400,922	365,761	347,594	298,135	292,915
Income from operations	670,232	612,439	634,747	347,887	251,336
Other (expense) income, net	(1,454)	2,315	2,472	(515)	(290)
Loss on early extinguishment of debt	(371)	(2,880)	(422)	—	—
Gain (loss) on sale of businesses	—	—	8,864	—	(3,376)
Interest expense, net of interest income	(134,964)	(108,595)	(107,663)	(77,657)	(73,120)
Income before provision for income taxes	533,443	503,279	537,998	269,715	174,550
Provision for income taxes	131,144	125,423	126,254	66,468	39,713
Net income	\$ 402,299	\$ 377,856	\$ 411,744	\$ 203,247	\$ 134,837
Earnings per share:					
Basic	\$ 7.46	\$ 6.99	\$ 7.59	\$ 3.73	\$ 2.43
Diluted	\$ 7.42	\$ 6.95	\$ 7.56	\$ 3.71	\$ 2.42

CASH FLOW DATA

Net cash from operating activities	\$ 777,771	\$ 734,552	\$ 626,214	\$ 545,997	\$ 430,597
Net cash used in investing activities	(903,674)	(575,050)	(388,944)	(1,507,602)	(199,460)
Net cash from (used in) financing activities	377,032	(208,891)	(187,315)	898,249	(88,946)

OTHER FINANCIAL DATA

Adjusted EBITDA (1)	\$ 1,116,934	\$ 1,012,570	\$ 1,022,128	\$ 676,606	\$ 573,804
Adjusted Free Cash Flow (2)	\$ 357,882	\$ 321,902	\$ 289,937	\$ 326,297	\$ 265,044

As of December 31 (in thousands)

BALANCE SHEET DATA

	2024	2023	2022	2021	2020
Working capital	\$ 1,331,130	\$ 1,014,682	\$ 1,013,667	\$ 815,857	\$ 889,577
Total assets	7,377,278	6,382,869	6,129,707	5,653,699	4,131,520
Long-term debt (including current portion)	2,786,219	2,301,717	2,424,828	2,534,559	1,557,176
Stockholders' equity	2,573,529	2,247,506	1,922,322	1,513,887	1,341,551

(1) See "Adjusted EBITDA" under Item 7, "Management Discussion and Analysis" on page 36 of the Annual Report on Form 10-K, incorporated herein for a reconciliation of net income to Adjusted EBITDA for 2024, 2023 and 2022. Reconciliations for the years prior to that can be found in the Annual Report on Form 10-K for 2021. Beginning in the first quarter of 2021, we revised our calculation of reported Adjusted EBITDA to add back stock-based compensation, a non-cash item, to other charges which are added back to GAAP net income for purposes of calculating Adjusted EBITDA. Amounts above for 2020 have been recast to provide comparative information by adding back the stock-based compensation balance per the respective periods cash flow to the previously disclosed Adjusted EBITDA balance.

CLEAN HARBORS, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(dollars in thousands)

	As of December 31,	
	2024	2023
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 687,192	\$ 444,698
Short-term marketable securities	102,634	106,101
Accounts receivable, net of allowances aggregating \$47,242 and \$42,209, respectively	1,015,357	983,111
Unbilled accounts receivable	162,215	107,859
Inventories and supplies	384,657	327,511
Prepaid expenses and other current assets	81,741	82,939
Total current assets	<u>2,433,796</u>	<u>2,052,219</u>
Property, plant and equipment, net	<u>2,447,941</u>	<u>2,193,318</u>
Other assets:		
Operating lease right-of-use assets	250,853	187,060
Goodwill	1,477,199	1,287,736
Permits and other intangibles, net	701,987	602,797
Other long-term assets	65,502	59,739
Total other assets	<u>2,495,541</u>	<u>2,137,332</u>
Total assets	<u>\$ 7,377,278</u>	<u>\$ 6,382,869</u>
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Current portion of long-term debt	\$ 15,102	\$ 10,000
Accounts payable	487,286	451,806
Deferred revenue	88,545	95,230
Accrued expenses and other current liabilities	419,445	397,157
Current portion of closure, post-closure and remedial liabilities	20,625	26,914
Current portion of operating lease liabilities	71,663	56,430
Total current liabilities	<u>1,102,666</u>	<u>1,037,537</u>
Other liabilities:		
Closure and post-closure liabilities, less current portion of \$10,304 and \$13,556, respectively	119,484	105,044
Remedial liabilities, less current portion of \$10,321 and \$13,358, respectively	101,424	97,885
Long-term debt, less current portion	2,771,117	2,291,717
Operating lease liabilities, less current portion	182,883	131,743
Deferred tax liabilities	363,623	353,107
Other long-term liabilities	162,552	118,330
Total other liabilities	<u>3,701,083</u>	<u>3,097,826</u>
Commitments and contingent liabilities (See Note 18)		
Stockholders' equity:		
Common stock, \$0.01 par value:		
Authorized 80,000,000 shares; issued and outstanding 53,832,692 and 53,929,703 shares, respectively	538	539
Additional paid-in capital	421,749	459,728
Accumulated other comprehensive loss	(213,635)	(175,339)
Retained earnings	2,364,877	1,962,578
Total stockholders' equity	<u>2,573,529</u>	<u>2,247,506</u>
Total liabilities and stockholders' equity	<u>\$ 7,377,278</u>	<u>\$ 6,382,869</u>

The accompanying notes are an integral part of these consolidated financial statements.

Segment Performance

The primary financial measure by which we evaluate the performance of our segments is Adjusted EBITDA. The following table sets forth certain financial information associated with our results of operations for the years ended December 31, 2024, 2023 and 2022 (in thousands, except percentages):

	Summary of Operations						
	For the years ended December 31,			2024 over 2023		2023 over 2022	
	2024	2023	2022	Change	% Change	Change	% Change
Direct Revenues⁽¹⁾:							
Environmental Services	\$5,004,747	\$4,511,442	\$4,171,706	\$ 493,305	10.9%	\$ 339,736	8.1%
Safety-Kleen Sustainability Solutions	884,798	897,263	994,392	(12,465)	(1.4)	(97,129)	(9.8)
Corporate	407	447	507	(40)	N/M	(60)	N/M
Total	5,889,952	5,409,152	5,166,605	480,800	8.9	242,547	4.7
Cost of Revenues⁽²⁾:							
Environmental Services	3,366,022	3,063,043	2,902,979	302,979	9.9	160,064	5.5
Safety-Kleen Sustainability Solutions	659,217	646,301	615,303	12,916	2.0	30,998	5.0
Corporate	36,131	36,780	25,648	(649)	N/M	11,132	N/M
Total	4,061,370	3,746,124	3,543,930	315,246	8.4	202,194	5.7
Selling, General and Administrative Expenses⁽³⁾:							
Environmental Services	371,263	346,791	315,674	24,472	7.1	31,117	9.9
Safety-Kleen Sustainability Solutions	78,575	78,089	72,762	486	0.6	5,327	7.3
Corporate	261,810	225,578	212,111	36,232	16.1	13,467	6.3
Total	711,648	650,458	600,547	61,190	9.4	49,911	8.3
Adjusted EBITDA:							
Environmental Services	1,267,462	1,101,608	953,053	165,854	15.1	148,555	15.6
Safety-Kleen Sustainability Solutions	147,006	172,873	306,327	(25,867)	(15.0)	(133,454)	(43.6)
Corporate	(297,534)	(261,911)	(237,252)	(35,623)	(13.6)	(24,659)	(10.4)
Total	\$1,116,934	\$1,012,570	\$1,022,128	\$ 104,364	10.3%	\$ (9,558)	(0.9)%
Adjusted EBITDA as a % of Direct Revenues:							
Environmental Services ⁽⁴⁾	25.3 %	24.4 %	22.8 %	0.9 %		1.6 %	
Safety-Kleen Sustainability Solutions ⁽⁴⁾	16.6 %	19.3 %	30.8 %	(2.7)%		(11.5)%	
Corporate ⁽⁵⁾	(5.1)%	(4.8)%	(4.6)%	(0.3)%		(0.2)%	
Total	19.0 %	18.7 %	19.8 %	0.3 %		(1.1)%	

N/M = not meaningful

(1) Direct revenue is revenue allocated to the segment performing the provided service.

(2) Cost of revenues is shown exclusive of (i) accretion of environmental liabilities and (ii) depreciation and amortization which are presented separately on the consolidated statements of operations. Additionally, in 2024, cost of revenue is shown exclusive of \$4.3 million of Kimball startup costs which are presented in Cost of revenue on the Company's Consolidated Statements of Operations but are not included in the Company's measurement of Adjusted EBITDA. See *Adjusted EBITDA* section below for a reconciliation of net income to Adjusted EBITDA.

(3) Selling, general and administrative expenses is shown exclusive of stock-based compensation which is presented in Selling, general and administrative expenses on the Company's Consolidated Statements of Operations but is not included in the Company's measurement of Adjusted EBITDA. See *Adjusted EBITDA* section below for a reconciliation of net income to Adjusted EBITDA.

(4) Calculated as a percentage of individual segment direct revenue.

(5) Calculated as a percentage of total Company revenue.

Personnel Training and Qualifications Overview

Every Clean Harbors' employee receives rigorous training in the most sophisticated and advanced techniques for handling hazardous materials. Our training department utilizes in-house experts, two in-house environmental training centers, and online web-based training resources. In the event a course is required and not available internally, Clean Harbors will contract out to an approved external training provider. OSHA regulations require that all HAZWOPER1 -trained employees receive at least eight hours of refresher training each year. Clean Harbors' policy is to conduct refresher training in monthly, one-hour modules. In our experience, this format is more effective than conducting a single eight-hour class each year. Clean Harbors requires every applicable employee to attend twelve mandatory monthly module trainings during the calendar year, eight of which address the OSHA HAZWOPER Training Standards. Regardless of any over-the-road experience they may have had before being hired, employees that drive heavy-duty trucks/vehicles for Clean Harbors undergo a 16-hour driver training course. Thereafter, a driving skills evaluation is conducted annually. All chemists take an intensive, 40-hour lab pack training course. The table below outlines the minimum training requirements Clean Harbors has established for job titles relevant to this contract. Usually, the actual training received far exceeds the minimum requirements shown here. Please note that course descriptions ending with the symbol "☐" address the OSHA 8-Hour Annual Refresher training requirement.

Description	Driver Class A CDL	Chemist Class B CDL
40-Hour HAZWOPER	✓	✓
Hazard Communication ☐	✓	✓
Medical Surveillance / Bloodborne Pathogens ☐	✓	✓
Respiratory Protection ☐	✓	✓
Confined Space / Heat Stress ☐	✓	✓
Personal Protective Equipment / Hearing Conservation ☐	✓	✓
Decontamination ☐	✓	✓
Emergency Response ☐	✓	✓
Drum and Material Handling ☐	✓	✓
Quantitative Fit Test (Respirator)	✓	✓
Alcohol and Drug-Free Workplace	✓	✓
Fatigue Management Training	✓	✓
Blood-borne Pathogens		✓
Loss Prevention and Control		✓

Description	Driver Class A CDL	Chemist Class B CDL
Clean Harbors' Ethics Policy	✓	✓
Annual RCRA Training	✓	✓
DOT Regulations for Hazardous Materials Employees	✓	✓
Federal Motor Carrier / CH's Policies and Procedures	✓	✓
Transporter Security Awareness	✓	✓
Vehicle Inspection Program	✓	✓
Trip and Dispatch	✓	✓
Defensive Driving (commercial vehicle)	✓	✓
Defensive Driving (business vehicle)		✓
Battery Packing	✓	✓
Lab Pack Waste Routing and Disposal Facilities		✓
Lab Pack Disposal Codes and Guidelines		✓
Lab Pack Segregation and Packing Procedures		✓
Lab Pack Special Provisions		✓
Lab Pack Paperwork		✓
Mercury Packaging and Routing		✓
Organic Peroxide Shipping and Packaging		✓
NFPA ² Oxidizer Packaging		✓
PCBs Shipping and Packaging		✓
Main Accumulation Areas and Satellite Accumulation Areas		✓
Cylinder Evaluation and Shipping Protocol		✓

Every training course, whether conducted internally or externally, is tracked by Clean Harbors in a human resource management system software database – PeopleSoft® HR. Each course is assigned a general category and specific code, including duration. When our employees attend specific training courses, the course code and date of attendance are entered in the database. All the minimum training requirements for every Clean Harbors' job title are programmed into PeopleSoft HR. This enables our managers to run training deficiency reports for their direct reports, to ensure that all employees are current in their required training. Student Training History Summary reports can also be generated that, in lieu of certificates, provide documented proof of training received by an employee.

InSite Personnel Training | Qualifications

InSite Program/Project Manager

InSite Program/Project Manager Clean Harbors' personnel assigned this title are typically professional individuals with extensive industry experience in environmental data management, regulatory requirements, hazardous materials/hazardous waste operations; and in many cases, creation and delivery of regulatory training. InSite Program/Project Managers lead and manage teams of employees in supporting the

execution of a clients' environmental management program within a defined program scope. He or she will serve as your main contact and primary interface with Clean Harbors daily. Personnel in this role will usually have specific experience and qualifications as follows:

- ✓ Management experience in areas of budgets, record keeping, supervision, planning and liability.
- ✓ Ability to develop and deliver training materials and programs related to environmental health, safety, and hazardous materials management.
- ✓ Certification of Completion in 40-Hour Hazardous Waste Site Operations (29 CFR 1910.120).
- ✓ Certification of Completion in OSHA First Responder Operations in accordance with 29 CFR 1910.120(q)(6)(iii).
- ✓ Certification of Completion in DOT (49 CFR 172.704(a)).
- ✓ Certification of Completion in RCRA in accordance with 40 CFR 262.34 and 40 CFR 265.16.
- ✓ Experience in waste management processes and procedures such as waste collection, satellite accumulation area management, 90-day storage area management, waste stream profiling, chemical segregation and waste disposal technologies.
- ✓ Familiarity with regulatory status requirements of Small and Large Quantity Generators.
- ✓ Basic chemistry principles and chemical hazards.
- ✓ Completion of uniform hazardous waste manifest and disposal restriction notifications forms, bills of lading, asbestos manifests, TSCA manifests, scintillation fluid forms and waste profiles.
- ✓ Procedures to be utilized when sampling drums, testing unknowns and evaluating cylinders.
- ✓ TWIC certification.
- ✓ Forklift operation.

InSite Technicians

Personnel within the program who are assigned this title are professional individuals with technical experience in chemical handling and segregation, environmental data management, regulatory requirements, and hazardous materials / hazardous waste operations. InSite Technicians report to the Program/Project Manager and support the execution of a clients' environmental management program within a defined program scope. InSite Technicians will typically have specific experience and qualifications as follows:

- ✓ Certification of Completion in 40-Hour Hazardous Waste Site Operations (29 CFR 1910.120)
- ✓ Certification of Completion in OSHA First Responder Operations in accordance with 29 CFR 1910.120(q)(6)(iii)

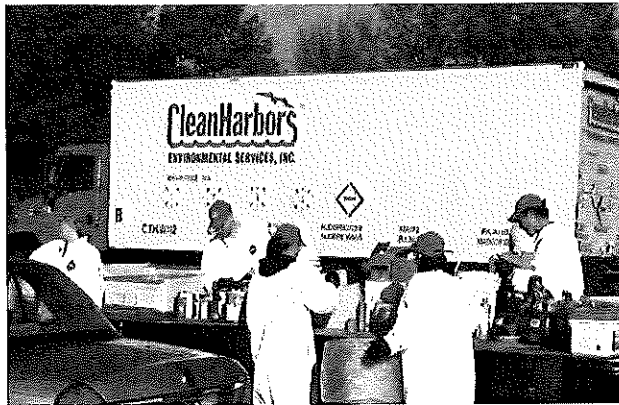
- ✓ Certification of Completion in DOT (49 CFR 172.704(a))
- ✓ Certification of Completion in RCRA in accordance with 40 CFR 262.34 and 40 CFR 265.16
- ✓ Confined Space Entry Training
- ✓ Experience in waste management processes and procedures such as waste collection, satellite accumulation area management, 90-day storage area management,
- ✓ Familiarity with regulatory status requirements of Small and Large Quantity Generators
- ✓ Management experience in areas of record keeping and shipment planning C
- ✓ Chemical and waste operations experience in support of facility goals for minimization, recycling, and volume reduction.

Clean Harbor's Household Hazardous Waste Services

Clean Harbors facilitates 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 one-day, multi-day and mobile events.

Proven Leadership in HHW Management

We participate in thousands of household hazardous waste and pesticide collection programs throughout North America. Communities trust us to collect their paints, solvents, batteries, fluorescent lamps, pesticides, cleaners, and other hazardous materials during these one-day, multi-day, and mobile programs because they know we'll do it safely and efficiently, with the highest regard for their environment.



Rely on Clean Harbors for the most comprehensive hazardous and non-hazardous waste disposal services. With more than 170 service locations and over 50 company-owned and operated waste management facilities in the United States and Canada that cover a broad range of disposal technologies, Clean Harbors is your single source for the safe, efficient management of all waste streams.

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.

Maximize Health and Safety, Minimize Liability

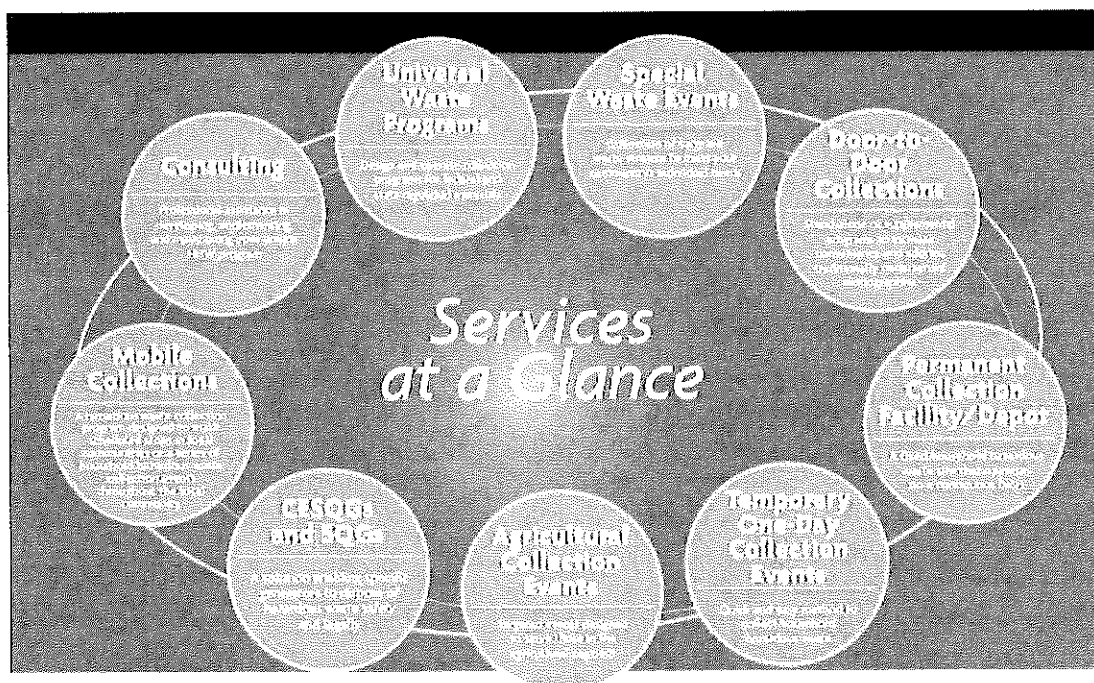
Communities and organizations rely on Clean Harbors to handle hazardous materials because they know the job will be done right with strict compliance to all federal, state, provincial, and local environmental, health, and safety regulations.

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.

As an environmentally conscious company, Clean Harbors is committed to recycling and reclaiming wastes using a variety of methods. We identify opportunities for waste reduction and provide options that may have previously been unavailable to you. We also offer a material reuse program that collects new or slightly used, unwanted products and makes them available for reuse by the community. Reuse of these materials, which must meet stringent criteria, not only reduces waste, but also lowers disposal costs.

The scope of our services encompasses the widest range and provides our customers with one single source for satisfying their multiple environmental needs. Our services include hazardous and non-hazardous waste transportation and disposal, laboratory chemical packing, emergency response, field services, and industrial services.

Clean Harbors routinely solves environmental problems throughout the United States, Canada, and Puerto Rico. Our experience, technical and operational resources, and compliance history uniquely qualify us to provide our clients with the resolution to most environmental problems.



Household Hazardous Waste Recycling and Reclamation

Clean Harbors is committed to recycling and reclaiming waste using a variety of methods. We identify opportunities for waste reduction and provide options that previously may have been unavailable to you. For example, our material reuse program collects new or slightly used, unwanted products, which must meet stringent criteria, and makes them available for reuse by the community.

Household Hazardous Waste Management

Household hazardous waste is transported in our own licensed vehicles to one of our facilities for recycling or disposal. We maintain all required state, provincial and federal permits and ensure our clients are EH&S compliant. From start to finish, Clean Harbors truly provides turnkey Household Hazardous Waste management and is the best choice among environmental waste removal companies.

A. Temporary One-Day Collections

Clean Harbors facilitates temporary one-day Household Hazardous Waste (HHW) collection events that provide convenient access to residents and mitigate the need for a permanent collection facility.

As a service to residents, communities often offer one-day recycling events that allow them to bring a variety of items (paper, plastics, electronics, glass, etc.) to a central drop-off location. Clean Harbors has extensive experience planning and implementing these temporary one-day household hazardous waste collection events. We provide recommendations for the program components and public outreach and then guide you through implementation.

Household Hazardous Waste Collection and Management

Clean Harbors identifies, segregates, packages, transports and disposes of all household hazardous waste material received during a temporary one-day collection event. We offer the latest technology available to maximize recycling efforts and can handle every type of material collected at the event.

Regulatory and Technical Assistance

Clean Harbors supports your temporary one-day household hazardous waste collection event with regulatory assistance at the local, state, provincial and federal levels. We also assist with reporting and provide technical support.

A one-day household hazardous waste collection event provides numerous benefits to communities, and expert assistance from Clean Harbors ensures the event's success.

B. Agricultural and Pesticide Collections

Clean Harbors provides expert Agricultural and Pesticide Collections as part of its comprehensive Household Hazardous Waste (HHW) services.

Unused pesticides lurking in garages, barns and outbuildings are hazardous to children, pets and the environment. Agricultural and pesticide waste collection events provide a safe and legal method for disposing of pesticides. Subsidized funding is often available for these types of target collections, and Clean Harbors can help you obtain it.

Collection and Management

Clean Harbors identifies, segregates, packages, transports and disposes of all agricultural and pesticide products. We offer the latest technology available to ensure the safe, efficient and cost-effective disposal of the collected material.

Regulatory and Technical Assistance

Clean Harbors supports agricultural and pesticide waste collection events with regulatory assistance at the local, state, provincial and federal levels. We also assist with reporting and provide technical support.

Giving residents the opportunity to make their homes safer benefits communities in numerous ways. Our household hazardous waste management experts ensure that these collection events run smoothly and provide maximum benefit to all involved.

C. Permanent Collection Facilities

Clean Harbors provides custom, permanent Household Hazardous Waste (HHW) collection facilities and depots for maximum consolidation of waste.

For many communities, it's more efficient and cost-effective to establish a permanent household hazardous waste collection location rather than hold temporary one-day or door-to-door events. Clean Harbors provides turnkey service for your permanent waste collection center or depot.

We offer guidance on facility design and construction, and work with local agencies to ensure regulatory compliance. Once the site is operational, our household hazardous waste specialists can provide traffic control, unloading, sorting, packaging, bulking, hazardous characteristic identification and transporting household hazardous waste. Having these capabilities on-site allows you to accept a wider range of materials.

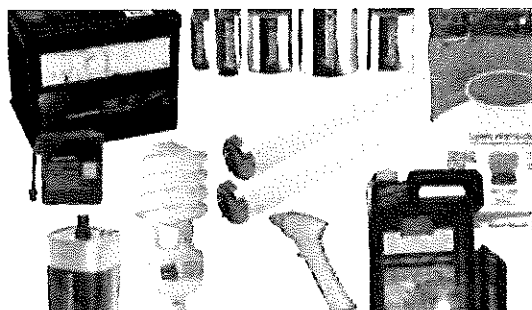
Transportation and Disposal

Clean Harbors can provide routine pickup of your household hazardous waste as well as 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.

D. Universal Waste Programs

Clean Harbors helps to develop and implement Universal Waste Programs and provides recycling and disposal for the collected materials.

Universal waste is specially designated hazardous material that is subject to streamlined collection requirements. Universal waste items include batteries, pesticides, mercury-containing thermostats and lamps. Our goal is to ease the regulatory burden on businesses and promote proper recycling, treatment or disposal.



For communities that wish to offer universal waste recycling, Clean Harbors can help plan events and dispose of or recycle the materials. Once your Universal Waste Program is up and running, we provide routine service or on-call collection of waste. We can also plan and operate one-day, targeted universal waste collection events in your community.

Universal waste collection can be an intimidating process. But Clean Harbors expert staff guides you every step of the way, ensuring a safe and successful event that residents are sure to appreciate.

E. Special Waste Events

Clean Harbors designs and operates Special Household Hazardous Waste (HHW) Events that allow you to focus collection efforts on high volume or problematic waste streams.

Special waste collection events are often eligible for grant funding and are less costly to operate than full-scale household hazardous waste program collection events. They also provide a greater collection and recycling opportunity for the community, accepting household hazardous waste such as:


- Electronic waste (e-waste) – computer monitors, TVs, computer components and consumer electronic devices
- Pharmaceutical waste – prescription medications, over-the-counter medications and personal products
- Mercury waste – mercury from thermometers, switches, lamps, lights and thermostats
- Recycle-only waste – recyclable household hazardous waste such as antifreeze, batteries, oil and paint

Clean Harbors Special Waste Events provide a valuable opportunity for residents and engender goodwill in the community.



Licenses and Permits

1. Hazardous waste transport

 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	MAD039522250 Clean Harbors Inc P O Box 193 Kingston MA 02364
INSTALLATION ADDRESS	100 Joseph St Kingston MA 02364

EPA Form 8700-12A (4-80)

2. Hazardous Material Certificate of Registration

US DOT Pipeline and Hazardous Materials Safety Administration -- *Hazardous Materials Certificate of Registration*

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



**HAZARDOUS MATERIALS
CERTIFICATE OF REGISTRATION
FOR REGISTRATION YEAR(S) 2023-2026**

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: 060923550192FH **Effective:** July 1, 2023 **Expires:** June 30, 2026

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.

3. Business License

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

Texas Taxpayer Number:	10426989991
Mailing Address:	PO BOX 9149 NORWELL, MA 02061 - 9149
Right to Transact Business in Texas:	ACTIVE
State of Formation:	MA
SOS Registration Status (SOS status updated each business day):	ACTIVE
Effective SOS Registration Date:	06/27/1994
Texas SOS File Number:	0010068906
Registered Agent Name:	CT CORPORATION SYSTEM
Registered Office Street Address:	1999 BRYAN ST., STE. 900 DALLAS, TX 75201

4. TCEQ – Industrial and Hazardous waste solid waste registration

Central Registry Query - Issued To Name History

Detail of: Industrial and Hazardous Waste Solid Waste Registration 98205

For: CLEAN HARBORS ENVIRONMENTAL SERVICES (RN111471108 ...)

1233 INDEPENDENCE PARKWAY SOUTH, LA PORTE

Solid Waste ACTIVE

Registration Status:

The Customer Name displayed may be different than the Customer Name associated to the Additional IDs related to the customer. This name may be different due to ownership changes, legal name changes, or other administrative changes.

CN Number: CN600322796

Last Update Date: 01/31/2003

Name: CLEAN HARBORS ENVIRONMENTAL SERVICES INC

Legal Name: Clean Harbors Environmental Services, Inc.

Customer Type: CORPORATION

This Customer has **1** Issued To Names.

1-1 of 1 Records

Issued To Name	Begin Date
Clean Harbors Environmental Services, Inc.	04/04/2022

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Last Modified 2024-03-05 - Production v2.2.0

Disposal Facilities to be used

Facility Code	Facility Name and Address	Facility Type	EPA ID Number
AG	Clean Harbors Aragonite, LLC 11600 North Aptus Road Dugway, UT 84022	Incinerator	UTD981552177
AL	Altair Disposal Services, LLC 5464 Highway 71 Altair, TX 77412	Landfill	TXD980624274
BA	Clean Harbors of Baltimore, Inc. 1910 Russell Street Baltimore, MD 21230	TSDf	MDD980555189
BL	Clean Harbors Buttonwillow, LLC 2500 West Lokern Road Buttonwillow, CA 93206	Landfill	CAD980675276
BN	Clean Harbors Baton Rouge, LLC 13351 Scenic Highway Baton Rouge, LA 70807	Wastewater Treatment	LAD010395127
BR	Clean Harbors of Braintree, Inc. 1 Hill Avenue Braintree, MA 218	TSDf	MAD053452637
BW	Clean Harbors Florida, LLC 7001 Kilo Avenue Bartow, FL 33830	TSDf	FLD980729610
BZ	Clean Harbors Canada, Inc. 1790 Ironstone Drive Burlington, ON L7L 5V3	Oil Accum.	ON0039013
CBR	Safety-Kleen Canada, Inc. 2730 Industrial Boulevard Chambly, QC J3L 4V2	Recycle Center	27011824-1
CF	Clean Harbors Colfax, LLC 3763 Highway 471 Colfax, LA 71417	TSDf	LAD981055791
CG	Clean Harbors Chattanooga, LLC 3300 Cummings Road Chattanooga, TN 37419	Wastewater Treatment	TND982141392
CL	Clean Harbors Environmental Services, Inc. 2900 Rockefeller Avenue Cleveland, OH 44115	Wastewater Treatment	OHD000724153
CLA	Safety-Kleen Systems, Inc. 16540 SE 130th Street Clackamas, OR 97015	Oil Accum.	ORD981766124
CRR	Safety-Kleen Systems, Inc. 167 Mill Street Cranston, RI 02905	Recycle Center	RID084802842
DB	Clean Harbors Canada, Inc. 640 McElmon Road Debert, NS B0M 1G0	TSDf	NSR000102

DE	Clean Harbors Deer Park, LLC 2027 Independence Parkway South La Porte, TX 77571	Incinerator	TXD055141378
DL	Clean Harbors Canada, Inc. 7842 Progress Way Delta, BC V4G 1A4	TSDF	RS 8388
DNR	Safety-Kleen Systems, Inc. 1722 Cooper Creek Road Denton, TX 76208	Recycle Center	TXD077603371
DOR	Safety-Kleen Systems, Inc. 633 East 138th Street Dolton, IL 60419	Recycle Center	ILD980613913
DR	Clean Harbors Deer Trail, LLC 108555 East Highway 36 Deer Trail, CO 80105	Landfill	COD991300484
DU	Clean Harbors San Leon, Inc. 2700 Avenue S San Leon, TX 77539	TSDF	TXD981053770
EL	Clean Harbors El Dorado, LLC 309 American Circle El Dorado, AR 71730	Incinerator	ARD069748192
EMW	Emerald Services, Inc. 7343 East Marginal Way South Seattle, WA 98108	TSDF	WAD058364647
ETO	Emerald Services, Inc. 1825 Alexander Avenue Tacoma, WA 98421	Oil Re-Refinery	WAD981769110
ETW	Emerald Services, Inc. 1825 Alexander Avenue Tacoma, WA 98421	TSDF	WAD981769110
FAL	Safety-Kleen Systems, Inc. 22211 Bango Road Fallon, NV 89406	Oil Re-Refinery	NVR000080655
GB	Clean Harbors Tennessee, LLC 2815 Old Greenbrier Pike Greenbrier, TN 37073	TSDF	TND000645770
GL	Clean Harbors Canada, Inc. 520 Southgate Drive Guelph, ON N1G 4P5	Wastewater Treatment	A170115
GM	Clean Harbors Grassy Mountain, LLC Exit 41 off I-80, 3 Miles East and 7 Miles North of Knolls Grantsville, UT 84029	Landfill	UTD991301748
ISF	Industrial Service Oil Company, Inc. 1700 South Soto Street Los Angeles, CA 90023	Oil Terminal	CAD099452708

KP	Clean Harbors Environmental Services, Inc. 2247 South Highway 71 Kimball, NE 69145	Incinerator	NED981723513
LB	Clean Harbors Canada, Inc. 4090 Telfer Road, RR1 Corunna, ON N0N 1G0	Landfill	MIR000035204
LER	Safety-Kleen Systems, Inc. 130-A Frontage Road Lexington, SC 29073	Recycle Center	SCD077995488
LG	Clean Harbors Lone Mountain, LLC 40355 South County Road 236 Waynoka, OK 73860	Landfill	OKD065438376
LIN	Safety-Kleen Systems, Inc. 1200 Sylvan Street Linden, NJ 07036	Recycle Center	NJD002182897
LT	Clean Harbors La Porte, LLC 500 Independence Parkway South La Porte, TX 77571	TSDf	TXD982290140
MA	Clean Harbors Canada, Inc. 551 Avonhead Road Mississauga, ON L5J 4B1	TSDf	MIR000037291
MU	Murphy's Waste Oil Service, Inc. 252 Salem Street Woburn, MA 01801	Oil Terminal	MAD066588005
PH	Clean Harbors Arizona, LLC 1340 West Lincoln Street Phoenix, AZ 85007	TSDf	AZD049318009
RD	Clean Harbors Reidsville, LLC 208 Watlington Industrial Drive Reidsville, NC 27320	TSDf	NCD000648451
RU	Clean Harbors Environmental Services, Inc. 37 Rummery Road South Portland, ME 04106	Oil Terminal	MED980672182
RY	Clean Harbors Canada, Inc. 2 Km North of Hwy 14 on SR 854 Ryley, AB T0B 4A0	Landfill	ABR 1089
SC	Clean Harbors Recycling Services of Chicago, LLC 1445 West 42nd Street Chicago, IL 60609	Solvent Recycler	ILD005450697
SG	Spring Grove Resource Recovery, Inc. 4879 Spring Grove Avenue Cincinnati, OH 45232	TSDf	OHD000816629
SH	Clean Harbors Recycling Services of Ohio, LLC 581 Milliken Drive SE	Solvent Recycler	OHD980587364

	Hebron, OH 43025		
SJ	Clean Harbors San Jose, LLC 1021 Berryessa Road San Jose, CA 95133	TSDf	CAD059494310
SMR	Safety-Kleen Systems, Inc. 3700 LaGrange Road Smithfield, KY 40068	Recycle Center	KYD053348108
SQ	Clean Harbors Quebec, LLC 6785 Route 132 Sainte-Catherine, QC J5C 1B6	TSDf	QC4506326640
SU	Clean Harbors Canada, Inc. 4090 Telfer Road, RR1 Corunna, ON N0N 1G0	Incinerator	MIR000035204
SW	Sawyer Disposal Services, LLC 12400 247 th Avenue SE Sawyer, ND 58781	Landfill	ND0000351270
TPA	Thermo Fluids, Inc. 4301 West Jefferson Street Phoenix, AZ 85043	Oil Terminal	AZR000003681
URR	Clean Harbors Kansas, LLC 2808 North Ohio Street Wichita, KS 67219	Oil Re-Refinery	KSR431716695
WC	Clean Harbors of Connecticut, Inc. 51 Broderick Road Bristol, CT 06010	Wastewater Treatment	CTD000604488
WI	Clean Harbors Wilmington, LLC 1737 East Denni Street Wilmington, CA 90744	TSDf	CAD044429835
WN	Clean Harbors Canada, Inc. 1147 Henry Avenue Winnipeg, MB R3E 1V6	TSDf	MBR07393
WS	Clean Harbors Westmorland, LLC 5295 South Garvey Road Westmorland, CA 92281	Landfill	CAD000633164
WT	Clean Harbors White Castle, LLC 52735 Clark Road White Castle, LA 70788	Wastewater Treatment	LAD982549636

**The disposal facility is subject to use case by case basis

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 3

DATE (MM/DD/YYYY)
05/20/2025

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

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

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center	
	PHONE (A/C, No, Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378
	E-MAIL ADDRESS: certificates@wtwco.com	
INSURED Clean Harbors Environmental Services, Inc. and its Affiliates 42 Longwater Drive Norwell, MA 02061	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Starr Indemnity & Liability Company	
	INSURER B: ACE American Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** W39056128**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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	1000090736241	11/01/2024	11/01/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	1000679502241	11/01/2024	11/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			1000095587241	11/01/2024	11/01/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	<input checked="" type="checkbox"/> 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	Y	1000005137 (AOS)	11/01/2024	11/01/2025
A	Workers Compensation & Employers Liability Per Statute		Y	1000005138 (MA, FL)	11/01/2024	11/01/2025	E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMP \$2,000,000 E.L. DISEASE-POL INT \$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 Named Insured.

Umbrella is follow form over the General Liability, Auto Liability, and Employer's Liability.

SEE ATTACHED

CERTIFICATE HOLDER**CANCELLATION**

City of San Marcos Attention: Purchasing & Contracting Division 630 East Hopkins Street San Marcos, TX 78666	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 <i>Patricia A. Fony</i>

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ADDITIONAL REMARKS SCHEDULE

Page 2 of 3

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			
CARRIER See Page 1	NAIC CODE 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

Contract Agreement: TWCC-81, TWCC-82, TWCC-83, or TWCC-84.

City of San Marcos, c/o Purchasing & Contracting Division, 630 East Hopkins Street, San Marcos, Texas 78666 is named as an Additional Insured for General Liability, Auto Liability and Contractors Pollution 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.

It is further agreed that the General Liability, Auto Liability and Contractors Pollution Liability policies shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insured.

It is understood and agreed that the company waives its right of subrogation which may arise by reason of a payment of claim under the General Liability, Auto Liability, Contractors Pollution Liability and Worker's Compensation policies as required by written contract where allowed by state law.

Umbrella is excess of the General Liability, Auto Liability, and Employer's Liability.

INSURER AFFORDING COVERAGE: Starr Indemnity & Liability Company

NAIC#: 38318

POLICY NUMBER: 1000005140 EFF DATE: 11/01/2024 EXP DATE: 11/01/2025

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation & Empl Liab	E.L. EACH ACCIDENT	\$2,000,000
(AK, AZ, IA, NJ, NY, NC, VT, CT)	E.L. DISEASE - EA EMP	\$2,000,000
Per Statute	E.L. DISEASE-POL LMT	\$2,000,000

INSURER AFFORDING COVERAGE: Starr Indemnity & Liability Company

NAIC#: 38318

POLICY NUMBER: 1000679513241 EFF DATE: 11/01/2024 EXP DATE: 11/01/2025

ADDITIONAL INSURED: Y

SUBROGATION WAIVED: Y

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

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 3 of 3

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

INSURER AFFORDING COVERAGE: ACE American Insurance Company

NAIC#: 22667

POLICY NUMBER: COO - G27416603 010 EFF DATE: 11/01/2024 EXP DATE: 11/01/2025

ADDITIONAL INSURED: Y

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Contractor's Pollution Liability	Per Poll'n Condition	\$10,000,000
	Aggregate Limit	\$10,000,000
	SIR	\$250,000

INSURER AFFORDING COVERAGE: ACE American Insurance Company

NAIC#: 22667

POLICY NUMBER: COO - G27416603 010 EFF DATE: 11/01/2024 EXP DATE: 11/01/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional Liability	Per Wrongful Act	\$10,000,000
	Aggregate Limit	\$10,000,000
	SIR	\$250,000

W9 Certificate

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.		
2 Business name/disregarded entity name, if different from above.		
3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) <u>E</u> <i>(Applies to accounts maintained outside the United States.)</i>	
3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See Instructions <input type="checkbox"/>		
5 Address (number, street, and apt. or suite no.). See Instructions. 42 LONGWATER DRIVE		Requester's name and address (optional)
6 City, state, and ZIP code NORWELL, MA 02061		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
<div></div>	<div></div>
or	
Employer identification number	
<div>0</div>	<div>4</div>
<div>-</div>	<div>2</div>
<div>6</div>	<div>9</div>
<div>8</div>	<div>9</div>
<div>9</div>	<div>9</div>

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 01/07/2025
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

