



CENTRALBIDDING

FROM CENTRAL AUCTION HOUSE

**5000132947 - TWO (2) YEAR CONTRACT TO PROVIDE ON AN AS
NEEDED BASIS, COLLECTION OF USED / WASTE MOTOR FLUIDS FROM
JEFFERSON PARISH FACILITIES FOR THE DEPARTMENT OF
ENVIRONMENTAL AFFAIRS
Jefferson Parish Government**

Project documents obtained from www.CentralBidding.com

19-Jan-2021 11:20:47 AM

FROM: Vertex Energy, dba #H04
J.P. BINDER / VENDOR # 292350



Bid Number 50-00132947

TWO (2) YEAR CONTRACT TO PROVIDE ON AN AS NEEDED BASIS,
COLLECTION OF USED/WASTE MOTOR FLUIDS FROM
JEFFERSON PARISH FACILITIES FOR THE
DEPARTMENT OF ENVIRONMENTAL AFFAIRS

BID DUE: January 21, 2021 at 2:00 PM

ATTENTION VENDORS!!!

Please review all pages and respond accordingly, complying with all provisions in the technical specifications and Jefferson Parish Instructions for Bidders and General Terms and Conditions. All bids must be received in the Purchasing Department by the bid due date and time.

**Jefferson Parish Purchasing Department
200 Derbigny Street
General Government Building, Suite 4400
Gretna, LA 70053
Buyer Name: Melissa Ovalle
Buyer Email: movalle@jeffparish.net
Buyer Phone: (504) 364-2687**

DATE: 12/09/2020

Page: 6

BID NO.: 50-00132947

BID FORM
Non Public Works

All Public Work Projects are required to use the Louisiana Uniform Public Work Bid Form

All prices must be held firm unless an escalation provision is requested in this bid. Jefferson Parish will allow one escalation during the term of the contract, which may not exceed the U.S. Bureau of Labor Statistics National Index for all Urban Consumers, unadjusted 12 month figure. The most recently published figure issued at the time an adjustment is requested will be used. A request must be made in writing by the vendor, and the escalation will only be applied to purchases made after the request is made.

Are you requesting an escalation provision?

YES _____ NO X

MAXIMUM ESCALATION PERCENTAGE REQUESTED 0 %

INITIAL BID PRICES WILL REMAIN FIRM THROUGH THE DATE OF 21-JANUARY 2023

For the purposes of comparison of bids when an escalation provision is requested, Jefferson Parish will apply the maximum escalation percentage quoted by the bidder to the period to which it is applied in the bid. The initial price and the escalation will be used to calculate the total bid price. It will be assumed, for comparison of prices only, that an equal amount of material or labor is purchased each month throughout the entire contract.

DELIVERY: FOB JEFFERSON PARISH

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES

AS SPECIFIED IN BID

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable)

N/A

THIS SECTION MUST BE COMPLETED BY BIDDER:

FIRM NAME: VERTEX ENERGY, INC., dba H*H OIL, L.P.

ADDRESS: 5000 RIVER ROAD

CITY, STATE: MARRERO, LA ZIP: 70072

TELEPHONE: (800) 777-1498 FAX: (504) 349-7225

EMAIL ADDRESS: briansager@hhrecycling.com

In the event that addenda are issued with this bid, bidders MUST acknowledge all addenda on the bid form. Bidder must acknowledge receipt of an addendum on the bid form by placing the addendum number as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

Acknowledge Receipt of Addenda: NUMBER: _____

NUMBER: _____

NUMBER: _____

NUMBER: _____

TOTAL PRICE OF ALL BID ITEMS: \$ 22,321.35

AUTHORIZED SIGNATURE: [Signature]

CHRIS CARLSON

TITLE: CHIEF FINANCIAL OFFICER

Printed Name

SIGNING INDICATES YOU HAVE READ AND COMPLY WITH THE INSTRUCTIONS AND CONDITIONS.

NOTE: All bids should be returned with the BID NUMBER and BID OPENING DATE indicated on the outside of the envelope submitted to the Purchasing Department.

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF
VERTEX ENERGY, INC.
INCORPORATED.

AT THE MEETING OF DIRECTORS OF VERTEX ENERGY
INCORPORATED, DULY NOTICED AND HELD ON JANUARY 21, 2021,
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT
WAS:

RESOLVED THAT CHRIS CARLSON, BE AND IS HEREBY
APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-
FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON
BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS
AND TRANSACTIONS WITH THE PARISH OF JEFFERSON OR ANY OF ITS AGENCIES,
DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE
EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES,
CONTRACTS AND ACTS AND TO RECEIVE ALL PURCHASE ORDERS AND NOTICES
ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS
CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING, AND ACCEPTING
EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-
FACT.

I HEREBY CERTIFY THE FOREGOING TO BE
A TRUE AND CORRECT COPY OF AN
EXCERPT OF THE MINUTES OF THE ABOVE
DATED MEETING OF THE BOARD OF
DIRECTORS OF SAID CORPORATION, AND
THE SAME HAS NOT BEEN REVOKED OR
RESCINDED.



SECRETARY-TREASURER

1-21-21

DATE

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00132947

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
			TWO (2) YEAR CONTRACT TO PROVIDE ON AN AS NEEDED BASIS, COLLECTION OF USED/ WASTE MOTOR FLUIDS FROM JEFFERSON PARISH FACILITIES FOR THE DEPARTMENT OF ENVIRONMENTAL AFFAIRS		
1	1.00	GL	0010 Waste Motor Oil and other Lubricating Oils Recycling, includes all labor, equipment, transporation, testing and incidentals	\$0.00	\$0.00
2	1.00	DRUM	0020 Waste Oil Contaminated with Gasoline Unit price to include labor, equipment transportation and proper disposal of waste	\$85.00	\$85.00
3	300.00	DRUM	0030 Waste Oil Filter Recycling/Disposal includes removal/disposal of 55 gallon drums, all labor, equipment, transportation, testing and incidentals	\$45.00	\$13,500.00
4	1.00	GL	0040 Waste Anti-Freeze Recycling includes all labor, equipment, transportation, testing and incidentals	\$.45	\$.45
5	1.00	GL	0050 Waste Anti-Freeze contaminated with motor oil Unit price to include labor, equipment, transportation and proper disposal of waste	\$.45	\$.45
6	1.00	GL	0060 Waste Anti-Freeze contaminated with gasoline Unit price to include labor, equipment, transporation and proper disposal of waste	\$.45	\$.45
7	100.00	DRUM	0070 Waste Gasoline Recycling, includes removal/disposal of 55 gallon drums, all labor, equipment, transportation, testing and incidentals	\$85.00	\$8,500.00
8	1.00	DRUM	0080 Waste Gasoline Contaminated with water Unit price to include labor, equipment	\$85.00	\$85.00

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00132947

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
9	1.00	DRUM	transportation and proper disposal of waste 0090 Replacement Drum for Waste Gasoline		
			Unit price should include labor, equipment, transportation to supply Jefferson Parish with an empty drum at the site	\$0.00	\$0.00
10	1.00	DRUM	0100 Replacement Drum for Waste Used Oil Filters		
			Unit price should include labor, equipment, transportation to supply Jefferson Parish an empty drum at the site	\$0.00	\$0.00
11	1.00	DRUM	0110 Hazardous Waste Elimination with unknown/uncommon contaminates not listed in this bid		
12	1.00	DRUM	0120 Emergency Facility Support Services includes removal of Hazardous Materials during an emergency situation and a trip fee to replace drum after emergency	\$75.00	\$75.00
13	1.00	EA	0130 (NON-BIDDABLE) This line item is non-biddable and will be used for billing purposes Waste Oil- Stop Fee/or Transportation Fee for pick up when price of oil falls at a determined amount based on price of oil at that time	\$75.00	\$75.00

STANDARD INSURANCE REQUIREMENTS FOR BIDDING PURPOSES

All required insurance under this bid shall conform to Jefferson Parish Resolution No. 113646 or No. 113647, as applicable. Contractors may not commence any work under any ensuing contract unless and until all required insurance and associated evidentiary requirements thereto have been met, along with any additional specifications contained in the **Invitation to Bid**. Except as where otherwise precluded by law, the Parish Attorney or his designee, with the concurrence of the Director of Risk Management or his designee, may agree on a case-by-case basis, to deviate from Jefferson Parish's standard insurance requirements, as provided in this Section. Vendors requesting deviation therefrom shall submit such requests in writing, along with compelling substantiation, to the Purchasing Department prior to the bid's due date. Any changes to the insurance requirements will be reflected in the bid specifications and addenda. Prior to contract execution and at all times thereafter during the term of such contract, contractors must provide and continuously maintain all coverages as required by the foregoing Resolutions, and the contract documents. Failure to do so shall be grounds for suspension, discontinuation or termination of the contract.

For bidding purposes, bidders must submit with bid submission a current (valid) insurance certificate evidencing the required coverages. Failure to comply will cause bid to be rejected. The current insurance certificate will be used for proof of insurance at time of evaluation. Thereafter, and prior to contract execution, the low bidder will be required to provide final insurance certificates to the Parish which shall name **the Jefferson Parish, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council** as additional insureds regarding negligence by the contractor for the Commercial General Liability and the Comprehensive Automobile Liability policies. Additionally, said certificates should reflect the name of the Parish Department receiving goods and services and reference the respective Jefferson Parish bid number.

JEFFERSON PARISH REQUIRED STANDARD INSURANCE☒ **WORKER'S COMPENSATION INSURANCE**

As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.

Note: If your company is not required by law to carry workmen's compensation insurance, i.e. not a Louisiana company, sole employee of the company, then bidders must request a workmen's compensation insurance declaration affidavit prior to the bid opening date. This insurance declaration affidavit must be fully completed, signed, properly notarized and submitted with the bid. A scanned copy may be submitted with the bid; however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being

rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

☒ **COMMERCIAL GENERAL LIABILITY**

Shall provide limits not less than the following: \$1,000,000.00 Combined Single Limit per Occurrence for bodily injury and property damage.

☒ **COMPREHENSIVE AUTOMOBILE LIABILITY**

Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence.
Property Damage Liability \$1,000,000.00 each occurrence.

Note: This category may be omitted if bidders do not/will not utilize company vehicles for the project or do not possess company vehicles. Bidder must request an automobile insurance declaration affidavit prior to the bid opening date. This insurance declaration affidavit must be fully completed, signed, properly notarized and submitted with the bid. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid; however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

DEDUCTIBLES - The Parish Attorney with concurrence of the Director of Risk Management have waived the deductible section of the Terms and Conditions for all Invitations to Bid, until further notice.

UMBRELLA LIABILITY COVERAGE

An umbrella policy or excess may be used to meet minimum requirements.

FOR CONSTRUCTION AND RENOVATION PROJECTS:

The following are required if selected below. Such insurance is due upon contract execution.

☐ **OWNER'S PROTECTIVE LIABILITY**

To be for the same limits of liability for bodily injury and property damage liability established for commercial general liability.

☐ **BUILDER'S RISK INSURANCE**

The contractor shall maintain Builder's Risk Insurance at his own expense to insure both the owner (Parish of Jefferson) and contractor as their interest may appear.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/19/2021

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

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

PRODUCER
McGriff Insurance Services, Inc.
10100 Katy Freeway, #400
Houston, TX 77043

CONTACT NAME:
PHONE (A/C, No, Ext): 713-877-8975 **FAX (A/C, No):** 713-877-8974
E-MAIL ADDRESS:

INSURED
Vertex Energy, Inc.
1331 Gemini Suite 250
Houston, TX 77058

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A :Ironshore Specialty Insurance Company	25445
INSURER B :Zurich American Insurance Company	16535
INSURER C :Zurich American Insurance Company of Illinois	27855
INSURER D :Endurance American Specialty Ins. Co.	
INSURER E :	
INSURER F :	

COVERAGES

CERTIFICATE NUMBER:KK2Z7FTW

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		X	003698702	07/10/2020	07/10/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		X	BAP-0198888-04	07/10/2020	07/10/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		X	003698802	07/10/2020	07/10/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC-0198889-04	07/10/2020	07/10/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Auto Liability			EXT30000718602	07/10/2020	07/10/2021	Occurrence / Aggregate \$ 1,000,000 \$ \$ \$ \$

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

The General Liability and Automobile Liability policies listed above include blanket Additional Insured status to the Certificate Holder only when there is a written contract between the Named Insured and the Certificate Holder that requires such status but only for the liability arising out of the operations of the Names Insured.

CERTIFICATE HOLDER

CANCELLATION

Jefferson Parish
200 Derbigny St., Suite 4400
Gretna, LA 70053

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

Non-Public Works Bid

AFFIDAVIT

STATE OF TEXASPARISH/COUNTY OF HARRIS

BEFORE ME, the undersigned authority, personally came and appeared: CHRIS
CARLSON, (Affiant) who after being by me duly sworn, deposed and said that
he/she is the fully authorized CHIEF FINANCIAL OFFICER of VERTEX ENERGY, INC. (Entity),
the party who submitted a bid in response to Bid Number 50-00132947, to the Parish of
Jefferson.

Affiant further said:

Campaign Contribution Disclosures

(Choose A or B, if option A is indicated please include the required
attachment):

Choice A _____ Attached hereto is a list of all campaign contributions, including
the date and amount of each contribution, made to current or
former elected officials of the Parish of Jefferson by Entity,
Affiant, and/or officers, directors and owners, including
employees, owning 25% or more of the Entity during the two-year
period immediately preceding the date of this affidavit or the
current term of the elected official, whichever is greater. Further,
Entity, Affiant, and/or Entity Owners have not made any
contributions to or in support of current or former members of the
Jefferson Parish Council or the Jefferson Parish President through
or in the name of another person or legal entity, either directly or
indirectly.

Choice B X there are NO campaign contributions made which would require
disclosure under Choice A of this section.

Debt Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the Parish to the Affiant.

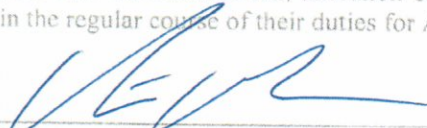
Choice B X There are NO debts which would require disclosure under Choice A of this section.

Affiant further said:

That Affiant has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for Affiant; and

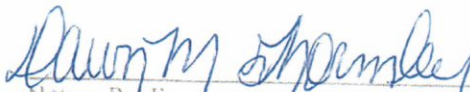
[The remainder of this page is intentionally left blank.]

That no part of the contract price received by Affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for Affiant.


Signature of Affiant

CHRIS CARLSON
Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME
ON THE 21st DAY OF January 2021


Notary Public
Dawn M. Ghormley
Printed Name of Notary

131567632
Notary/Bar Roll Number

My commission expires 5/15/2022



Vertex Energy
dba H&H Oil
Bond # SLA21412269
(See attached)

Bid Bond

An Electronic Bid Bond must be submitted with this bid, through one of the respective clearing houses at www.ietfparish.net or www.centralbidding.com. To access the bonding companies on Central Bidding, hover over the "Central Bidding" link at the top of the page and select the "Bid Bonds" link.

The electronic bid bond number is to be placed in the required section listed on the standard envelope. Scanned copies of bid bonds will not be accepted with your submission.

CENTRALBIDDING
FROM CENTRAL AUCTION HOUSE

ABOUT US TESTIMONIALS CENTRAL BIDDING #PROCUREMENT SOLUTIONS

Central Bidding is the leading provider of online bidding services to local agencies.

CENTRAL BIDDING SURPLUS SALES REGISTER NOW

\$41.6 Billion

38,136 Bid Opportunities

18,123 Vendors

568 Agencies

Browse Thousands of Public Bids today!

Central Bidding, founded in 2007, is one of the largest providers of electronic bidding services to public and private buying entities. Vendors have trusted Central Bidding to securely deliver more than \$31.2 Billion worth of electronic bids for more than 450 buying entities since their founding. Central Bidding works under exclusive contract with each of these buying entities and in each instance Central Bidding is the only official electronic location to receive the bid documents, the automated upriver and allowance of electronic bids.

[Learn More >](#)

<http://www.centralbidding.com/central-bidding-bid-bonds>



Bond Number: SLA21412269

Contractor Information

Principal: Vertex Energy, Inc. dba H&H Oil, L.P.

Address: 5000 River Road Marrero Louisiana 70072 United States

Owner/Obligee Information

Bond Form: Bid Bond in accordance with Contract Specifications

Owner/Obligee: Jefferson Parish

Address: 200 Derbigny Street Gretna Louisiana 70053 United States

Bond Information

Surety: The Gray Casualty & Surety Company

Bid Date: 1/21/2021

Estimated Contract Price:

Time For Completion:

Liquidated Damages:

Estimated Work On Hand:

Amount of Bid Security: 5%

Contract # or IFB #: 50-00132947

Description of Job: TWO (2) YEAR CONTRACT TO PROVIDE ON AN AS NEEDED BASIS, COLLECTION OF USED/WASTE MOTOR FLUIDS FROM JEFFERSON PARISH FACILITIES FOR THE DEPARTMENT OF ENVIRONMENTAL AFFAIRS

Job Breakdown:

Electronic Bidding Information

Bid Security Percentage: 5

Bid Security Maximum:

Owner Assigned Contractor Number:292350

Primary Agency:

BXS Insurance, Inc.

Power of Attorney Limited to: 10,000,000.00

Executed

Entered By: Charles E. Reagin, III - 1/21/2021 12:23:18 PM ET

Approved & Executed By:

Charles E. Reagin, III

Charles E. Reagin, III (Signed: 21-Jan-2021 12:23 PM EST (UTC-05:00))

[Signature Information](#)

Know all men by these presents that The Gray Casualty & Surety Company, a Corporation duly organized under the laws of the State of Louisiana, are held and firmly bound unto the above owner/obligee by this transmission. The surety agrees to waive the Statute of Fraud defense and further agrees that the owner/obligee is a third party beneficiary of the waiver for the purposes of enforcing this bid bond.

© S2000, Inc.

Surety 2000

1001 E 101st Terr Suite 230

Kansas City, MO 64131

8006603263

joyce@surety2000.com



INVOICE

BILL TO

Brian Sager

Vertex Energy, Inc. dba H&H

Oil, L.P.

5000 River Road

Marrero, LA 70072

INVOICE # 68773LC

DATE 01/20/2021

DUE DATE 01/30/2021

TERMS Due upon receipt

ACTIVITY	QTY	RATE	AMOUNT
Bidx Contractor	1	300.00	300.00
Annual User Fee for Unlimited Bid Bond Usage			
BIDX Fee	1	40.00	40.00
BID Express/Expedite Integration Fee			

Thank you for choosing Surety 2000. The leading provider of electronic insurance Documents.

PAYMENT

340.00

BALANCE DUE

\$0.00

If you would like to pay by credit card, please call 1-800-660-3263.

We are pleased to offer automatic credit card renewal. To enroll please call 1-800-660-3263.

PLEASE NOTE: If paying by credit card your statement will show a payment made to S2000 Corp.

Please Note South Dakota Transactions: Sales and Use Tax is not being collected for the services provided, however, PLEASE NOTE: SOUTH DAKOTA USE TAX IS DUE ON NONEXEMPT PURCHASES OF TANGIBLE PERSONAL PROPERTY, SERVICES, OR PRODUCTS TRANSFERRED ELECTRONICALLY.

Thank you for submitting your payment. Please check your inbox for a copy of this receipt.



Vertex Energy, Inc., dba H&H
Oil, L.P.

Receipt
#4179905

briansager@hhrecycling.com

Payment on
1/21/2021

BXSI Account Number

VERTENE-01

Invoice Number(s)

363784

Subtotal

\$100.00

Fee

\$3.25

Total

\$103.25

PAYMENT TYPE

AMERICAN EXPRESS

To reverse this payment, please contact BXS Insurance using the information below. Sending an email or leaving a voicemail does not guarantee reversal of the payment.

NOTES

I acknowledge that I will be charged a fee of: 3.25% if paying by credit card or \$3.00 if paying by ACH. ePayPolicy retains this fee for their services. Should the payment be refunded later than the same

day payment was made, this fee is non-refundable. ePayPolicy is used to make payment to BXS Insurance. If you received a bill for payment due directly to the insurance carrier, please cancel and pay according to their invoice instructions.

BXS Insurance

2909 13th St, 4th Floor Gulfport, MS 39501 United States

800-356-3083

payonline@bxsi.com

ePayPolicy

© 2021 All Rights Reserved | [ePayPolicy](#)

BXS Insurance
P. O. Box 3809
Baton Rouge, LA 70821-3809

Phone: (225) 336-3200

Invoice #	363784	Page	1 of 1
Account Number	VERTENE-01	Date	1/21/2021
BALANCE DUE ON			
1/21/2021			
AMOUNT PAID		Amount Due	
		\$100.00	

Producer:

Account Manager:

Vertex Energy, Inc. dba H&H Oil, L.P.
5000 River Road
Marrero, LA 70072

Remit To:

BXS Insurance
P. O. Box 3809
Baton Rouge, LA 70821-3809

Or Pay Online at: <https://bxsi.epaypolicy.com>

Contract Bonds	PolicyNumber:	GS57600060	Effective:	1/21/2021	to	2/28/2022
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Item #	Trans Eff Date	Due Date	Trans	Description	Amount
3196795	1/21/2021	1/21/2021	NEWB	Bid Bond- 50-00132947 Jefferson parish	\$100.00

Total Invoice Balance:

\$100.00

AgencyAgency Name: **BXS Insurance**

Producer: _____

Familiar with account? Yes ☐ No ☐

If Yes, years known: _____

Additional business written? Yes ☐ No ☐Aware of any adverse account info? Yes ☐ No ☐Do you recommend this account? Yes ☐ No ☐

Comments: _____

General Indemnity Agreement

By signing this General Indemnity Agreement ("Agreement") principal and each of the other undersigned (collectively "Indemnitors") affirm that the statements in the foregoing application ("Application") are true and are made to induce The Gray Casualty & Surety Company and/or The Gray Insurance ("Surety") to issue any and all bonds on behalf of principal or other Indemnitors (collectively "Bonds"). The term Bonds includes any bond issued before, on or after the date of this Agreement and any extension, renewal, modification or substitution of or addition to the Bonds. By execution of this Agreement, the Indemnitors expressly warrant their material or beneficial interest in such Bonds, and in consideration of the furnishing of such Bonds, and other good and valuable consideration, the Indemnitors, for themselves, their personal representatives, successors and assigns, hereby jointly and severally agree to the following:

- To fully reimburse Surety and indemnify it against all liability, loss, claims, demands, attorney's fees, costs and expenses of every kind and nature which Surety incurs or for which it may become liable as a consequence of issuing the Bonds (collectively "Loss"), regardless of whether the Surety has actually received a claim or paid any amount. Any Loss incurred by Surety, receipt of any claim which might result in a Loss to Surety, or any failure to otherwise honor any obligation in this Agreement shall constitute a default. An itemized statement of or sworn voucher from the Surety attesting to the Loss shall be prima facie evidence of the Loss.
- Surety shall have the right in its sole discretion to decide whether any claims arising out of or related to any Bonds shall be paid, compromised, defended, prosecuted or appealed regardless of whether or not suit is actually filed or commenced against Surety upon such claim. Indemnitors agree to be conclusively bound by Surety's determination.
- To pay Surety the initial, fully earned, premium and all subsequent renewals, extensions, adjustment, or modifications.
- If Surety, in its sole discretion, deems it necessary to protect itself from potential Loss it may demand collateral from Indemnitors in an amount Surety deems adequate. Indemnitors shall immediately deposit the full amount of collateral in case or other acceptable form with Surety whether or not it has yet made a payment or incurred a Loss. Surety may retain the collateral until all actual or potential claims against the Bonds are exonerated and all Loss is fully reimbursed.
- All money and other proceeds of the obligations covered by the Bonds ("Obligation") are received by Principal in trust for the benefit of Surety for the sole purpose of performing the Obligation until the Surety's liability is completely exonerated.
- To secure Indemnitors' duties and obligations to Surety, Indemnitors, upon Surety's declaration of principles default, assign to Surety all right and title to and interest in all amounts due under the Obligation and under all other bonded and unbonded contracts; all agreements, notes, accounts, proceeds, accounts receivable, return premium from Surety or others in which Indemnitors have any interest; and all subcontracts under the Obligation. Indemnitors hereby grant security interests in all equipment, machinery, plant, inventory, vehicles, tools, real property, and all other assets.
- This Agreement constitutes a security agreement to or with the Surety and also a financing statement enforceable under the Uniform Commercial Code ("UCC") and all similar statutes in force in any jurisdiction.
- Each Indemnitor irrevocably appoints Surety or its designee as his/her/its attorney-in-fact with the right and power, but not the obligation, to exercise all of the rights assigned to Surety under this Agreement and to make, execute and deliver any and all additional contracts, instruments, assignments, documents or papers deemed necessary and proper by Surety in order to give full effect to the intent and meaning of the assignments or rights contained therein. It is expressly agreed that this power of attorney is coupled with the interest of Surety in receiving the indemnification from Indemnitors. Indemnitors hereby ratify all acts by Surety or its designee as attorney-in-fact.
- At any time, Surety may freely access, examine, copy and obtain Indemnitors' books, records, credit reports and accounts ("Records"). Indemnitors authorize third parties in possession of these Records to furnish to Surety any information requested in connection with any transaction and each Indemnitor releases such third parties from liability resulting from the provision of such information.
- Each Indemnitor agrees, he/ she/it is bound to every obligation in this Agreement regardless of (a) whether the principal fails to sign any bond; (b) the existence, release, return, exchange or viability of or failure to obtain collateral or security securing Indemnitors' duties and obligations under the Agreement; (c) the identity of any other Indemnitor; (d) whether or not any other Indemnitor is bound or released; or (e) the failure of any other person or entity to sign this Agreement.
- Surety shall at all times have the right, but not the obligation, to retain legal counsel of its own choosing to defend itself from any actual or threatened claim, lien, levy, liability, lawsuit or judgment brought in connection with any one or more Bonds, or against any monies arising from or related to any obligation, or against other collateral security deposited with Surety or held by a third party on Surety's behalf, and the cost of retaining such counsel shall be the responsibility of the Indemnitors under this Agreement.
- Indemnitors expressly waive notice of any claim or demand against the Bonds or information provided to the Surety. Surety may decline to issue bonds and may cancel, withdraw or procure its release from the Bonds at any time, without incurring liability to Indemnitors.
- If any portion of this Agreement is unenforceable that portion shall be considered deleted with the remainder continuing in full force and effect.
- A facsimile, photocopy, electronic or optical reproduction shall be admissible in a court of law with the same force and effect as the original. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original hereof and all of which, taken together, shall constitute one and the same instrument.
- This Agreement is a continuing obligation and may not be terminated for past or present bonds. Indemnitors, may terminate obligations as to future bonds by providing the Surety with a minimum of 30 days written notice mailed to PO Box 6202 Metairie, La 70009. Termination shall be effective 30 days after Surety provides Indemnitors with written acknowledgment of receipt.
- Surety and Indemnitors agree that the place of performance of this agreement, including the promise to pay Surety, shall be in Louisiana, and venue for any suit, arbitration, mediation or any other form of dispute resolution shall be in Louisiana.
- The Indemnitors hereby attest, under penalty of law, that the information provided herein is true and correct to the best of their knowledge.

Dated and effective this day, 01/21/2021

Company: **Vertex Energy, Inc. dba H&H Oil, L.P.**Witness: **Brian Sager**Signature: **chris carlson**Digitally signed by chris carlson
Date: 2021.01.21 10:30:54 -0600Witness Name (Print): **Brian Sager**Signatory Title: **CFO**Name (Print): **Chris Carlson**Indemnitor: **Chris Carlson**

Witness: _____

Signature: _____

Witness Name (Print): _____

Name (Print): **Chris Carlson**

Indemnitor: _____

Witness: _____

Signature: _____

Witness Name (Print): _____

Name (Print): _____

Indemnitor: _____

Witness: _____

Signature: _____

Witness Name (Print): _____

Name (Print): _____

Indemnitor: _____

Witness: _____

Signature: _____

Witness Name (Print): _____

Name (Print): _____

- Offering up to \$500,000 in surety credit
- Based upon credit investigation
- Same-day response

FAST APP 500: Bond and Aggregate Work Program ≤ \$500,000 FAST APP
PLUS: Bond and Aggregate Work Program ≤ \$1,000,000*

*For single bonds and aggregate programs above \$500,000, please attach corporate financials, personal financials and a current work in progress schedule

Company

Principal/Company: **Vertex Energy, Inc. dba H&H Oil, L.P.**

Address: **5000 River Road**

Web Address: **www.vertexenergy.com**

FEIN: **94-3439569**

Phone: **(281) 486-4182**

Email: **briansager@hhrecycling.com**

License #: **LA0000145797**

S-Corp ☐ LLC ☐ C-Corp ☒ Partnership ☐ Sole Proprietorship ☐ Other ☐

Type of work: **Used oil, used oil filter,** Territory: **Texas / Louisiana**

Related companies? ☒ List Affiliates: **Vertex Refining of LA, H&H Oil, Vertex Recovery, Vertex Refining Myrtle Grove**

Trades self-performed: **Used Oil recycling, filter recycling, antifreeze recycling, metal r** Trades Subcontracted: _____

Year formed: **2008** Years under current management: **12** CPA Firm: **N/A**

Fiscal year end: **12/31** Line of credit limit: **\$ 10,000,000** Current draw: **\$ 1,500,000.00**

Company net worth: **\$ 50,000,000.00** Last year gross profit: **\$ 13,000,000.00** Last year net income: **\$ 0.00**

Cost to complete: _____ # Jobs under contract: _____ Largest backlog: _____

Ownership

(Please list ALL owners. If necessary, attach full list of owners)

Owner 1: **Chris Carlson** Title: **CFO** Ownership %: _____

Address/City/State Zip: _____ Phone: _____

Date of Birth: _____ SSN: _____ Date of Birth: _____

Spouse: _____ SSN: _____ Date of Birth: _____

Owner 2: _____ Title: _____ Ownership %: _____

Address/City/State Zip: _____ Phone: _____

Date of Birth: _____ SSN: _____ Date of Birth: _____

Spouse: _____ SSN: _____ Date of Birth: _____

	Company/Affiliate		Owner/Spouse			Company/Affiliate		Owner/Spouse	
	Yes	No	Yes	No		Yes	No	Yes	No
Failed to complete a project?	<input checked="" type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	Delinquent Taxes/Payables?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Declared bankruptcy?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Disputed/Delayed/Uncollectible A/R?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Caused a surety loss?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Accounts in Collections?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Assets held in trust?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Litigation?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Liens against assets/project?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Previously Bonded?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Previous Surety:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Open Bonds?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Experience & Reference

Largest Job to Date Contract Price: _____ Gross Profit: _____ Date Completed: _____

Job Description: _____ Location: _____

Owner/GC: **Acadiana Recovery** Contact: **Joey Bourque** Phone: **(337) 372-0011**

2nd Largest Job to Date Contract Price: _____ Gross Profit: _____ Date Completed: _____

Job Description: _____ Location: _____

Owner/GC: **Mike's Filter and Supply** Contact: **Kerry Lejaunie** Phone: **985-209-2097**

Sub / Supplier Reference: _____ Contact Name: _____ Years Known: _____

Email Address: _____ Phone: _____

Bond Information

Bid Bond ☒ Performance & Payment ☐ Supply ☐ Other ☐

Contract Price / Bid Estimate: **\$ 22,300.00** Bid Date: **01/21/2021** Bid Bond Penalty: _____

Owner / Obligor / GC: **Jefferson Parish Government** Project Location: **Jefferson Parish**

Legal Description of Job: **Providing environmental recycling services**

Estimated Start Date: **01/21/2021** Completion Time: **January 21, 2023** Liquidated Damages: _____

Warranty: _____ Retainage: _____ Public Owner ☐ Private Owner ☐

Description of Work: **Used oil, used oil filter, used fuel, used antifreeze recycling**

Has project been awarded or job started? Yes ☐ No ☐

Have you worked for this owner previously? Yes ☐ No ☐

Has this bond request previously been declined by another agent or surety? Yes ☐ No ☐

Does this scope of work require the handling of hazardous materials or waste? Yes ☐ No ☐

Is this job within the normal scope of the company's operations? Yes ☐ No ☐

Estimated Profit: **\$ 30,000.00** Self-Performed %: **100** Subcontracted %: **0** Materials %: **10**

I understand and acknowledge all information provided is true and correct. I understand the information is given to induce an insurance company to execute surety bonds. I understand that false or misleading information may constitute fraud. I authorize The Gray Insurance Company/The Gray Casualty & Surety Company to investigate all provided information and prosecute formal credit inquiries.

Date: **01/21/2021** Officer Signature: **chris carlson**

Digitally signed by chris carlson
Date: 2021.01.21 09:19:23 -0600

Print Name: **Chris Carlson**