



**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](http://www.CentralBidding.com)  
19-Jan-2021 11:20:47 AM

FROM: Vertex Energy, dba H&H Oil  
J.P. BIDDER / 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](mailto: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

Printed Name

TITLE: CHIEF FINANCIAL OFFICER

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.

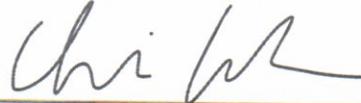
CORPORATE RESOLUTION

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, transportation, testing and incidentals   | \$0.00            | \$0.00      |
| 2           | 1.00     | DRUM | 0020 Waste Oil Contaminated with Gasoline<br><br>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<br><br>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<br><br>Unit price to include labor, equipment, transportation 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<br><br>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<br><br>0090 Replacement Drum for Waste Gasoline<br><br>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<br><br>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 contaminants 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<br><br>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.

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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.

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#### **' 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.



Non-Public Works Bid

AFFIDAVIT

STATE OF TEXAS

PARISH/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.

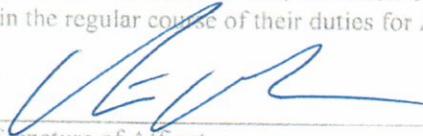
Choice B  There are NO debts which would require disclosure under Choice A of this section.

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 21<sup>st</sup> DAY OF January 2021

  
\_\_\_\_\_  
Notary Public  
Dawn M Ghormley  
\_\_\_\_\_  
Printed Name of Notary

131567632  
\_\_\_\_\_  
Notary/Bar Roll Number

My commission expires 5/15/2022

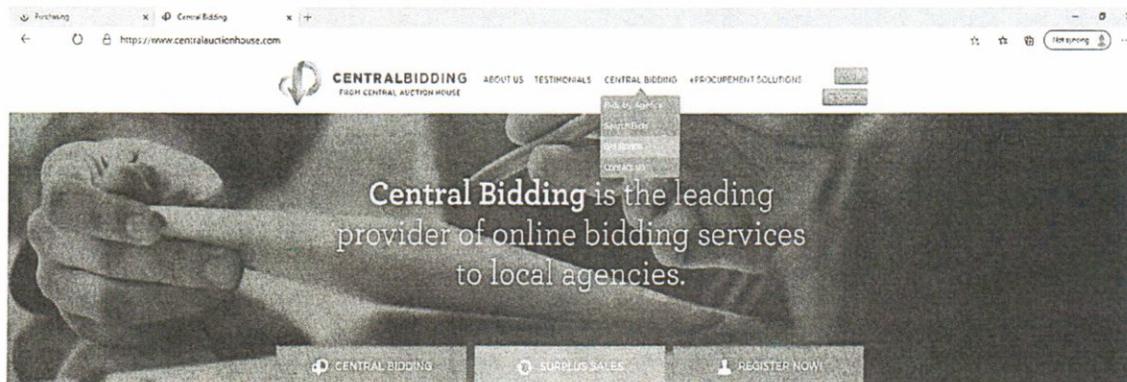


Verity Energy  
dba H&H Oil  
Bond # SLA21412269  
(See attached)

## Bid Bond

An Electronic Bid Bond must be submitted with this bid, through one of the respective clearing houses at [www.ietfparish.net](http://www.ietfparish.net) or [www.centralbidding.com](http://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.



**\$41.6 Billion**  
**38,136 Bid**  
**Opportunities**  
**18,123 Vendors**  
**568 Agencies**

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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 applier and allowance of electronic bids.

[Learn More >](#)



Insurance Document  
Management  
System 3.0

**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<br>Annual User Fee for Unlimited Bid Bond Usage | 1   | 300.00 | 300.00 |
| BIDX Fee<br>BID Express/Expedite Integration Fee                | 1   | 40.00  | 40.00  |

PAID

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.

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

Receipt  
#4179905

[briansager@hhrecycling.com](mailto:briansager@hhrecycling.com)

Payment on  
1/21/2021

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BXSI Account Number

VERTENE-01

Invoice Number(s)

363784

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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](mailto:payonline@bxsi.com)

**ePayPolicy**

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**Agency**

Agency 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:

1. 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.
2. 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.
3. To pay Surety the initial, fully earned, premium and all subsequent renewals, extensions, adjustment, or modifications.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. Indemnitors expressly waive notice of any claim or demand against the Bonds or information provided to the Surety. Surety may decline to issues bonds and may cancel, withdraw or procure its release from the Bonds at any time, without incurring liability to Indemnitors.
13. If any portion of this Agreement is unenforceable that portion shall be considered deleted with the remainder continuing in full force and effect.
14. 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.
15. 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.
16. 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.
17. 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

Witness Name (Print): Brian Sager

Signature: chris carlson

Digitally signed by chris carlson  
Date: 2021.01.21 10:30:54 -0600

Name (Print): Chris Carlson

Signatory Title: CFO

Indemnitor: Chris Carlson

Witness: \_\_\_\_\_

Witness Name (Print): \_\_\_\_\_

Signature: \_\_\_\_\_

Name (Print): Chris Carlson

Indemnitor: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness Name (Print): \_\_\_\_\_

Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Indemnitor: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness Name (Print): \_\_\_\_\_

Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Indemnitor: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness Name (Print): \_\_\_\_\_

Signature: \_\_\_\_\_

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. FEIN: 94-3439569  
 Address: 5000 River Road Phone: (281) 486-4182  
 Web Address: www.vertexenergy.com Email: briansager@hhrecycling.com  
 S-Corp  LLC  C-Corp  Partnership  Sole Proprietorship  Other  License #: LA0000145797

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: \_\_\_\_\_  
 Spouse: \_\_\_\_\_ SSN: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

**Owner 2:** \_\_\_\_\_ Title: \_\_\_\_\_ Ownership %: \_\_\_\_\_  
 Address/City/State Zip: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Date of Birth: \_\_\_\_\_ SSN: \_\_\_\_\_  
 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 checked="" type="radio"/> | <input type="radio"/>            | <input checked="" type="radio"/> | Disputed/Delayed/Uncollectible A/R? | <input type="radio"/> | <input type="radio"/> | <input checked="" type="radio"/> | <input checked="" type="radio"/> |
| Caused a surety loss?         | <input type="radio"/>            | <input checked="" type="radio"/> | <input type="radio"/>            | <input checked="" 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 checked="" type="radio"/> | <input type="radio"/>            | <input checked="" type="radio"/> | Litigation?                         | <input type="radio"/> | <input type="radio"/> | <input type="radio"/>            | <input type="radio"/>            |
| Liens against assets/project? | <input checked="" type="radio"/> | <input type="radio"/>            | <input checked="" type="radio"/> | <input type="radio"/>            | Previously Bonded?                  | <input type="radio"/> | <input type="radio"/> | <input type="radio"/>            | <input type="radio"/>            |
| Previous Surety:              |                                  |                                  |                                  |                                  | Open Bonds?                         | <input type="radio"/> | <input type="radio"/> | <input checked="" 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 / Oblige / 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.