



May 2, 2024

Topeka Metropolitan Transit Authority
Attn: Richard Appelhanz
201 North Kansas Avenue
Topeka, KS 66603

Dear Mr. Appelhanz,

Heritage-Crystal Clean, LLC (“Crystal Clean”) is pleased to offer its response to this RFB for the Topeka Metropolitan Transit Authority (“Topeka Metro”). Crystal Clean is one of North America’s largest environmental service companies, operating a network of branches and recycling centers throughout the United States.

Crystal Clean has the experience and understanding of the needs of this project. The requirements called for in this RFB are services Crystal Clean has extensive knowledge of and has managed for thousands of commercial and government customers for over 24 years. With this experience in mind, we have responded to this RFB with an offer that provides what Topeka Metro has requested.

We look forward to hearing from you after you have evaluated our proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "Ed Guglielmi", is written over a long horizontal line that extends across the page.

Ed Guglielmi
Divisional Vice President

Our Service Offerings

Crystal Clean provides full-service parts cleaning, containerized waste management, used oil collection, vacuum truck services, antifreeze recycling, and owns and operates a used oil re-refinery. Crystal Clean also offers a variety of other services through our Field Services department to assist customers with on-site equipment cleaning and the removal and proper management of various types of waste. Typical field service projects include lab pack services, the cleaning of above ground storage tanks, sumps, separators, ship-to-shore fluid transfers, and other environmental remediation services.

Crystal Clean utilizes a number of strategic partners in providing field services as well as the proper handling and disposal/recycling of hazardous and non-hazardous waste streams that are not directly handled by Crystal Clean.

Our services include:

- Pickup and disposal of a broad range of hazardous and non-hazardous wastes
- Assistance from our highly trained, qualified service representatives with labels, manifests, and/or regulatory paperwork
- Proper waste identification including full analytical capability
- Safe and proper transportation
- Environmentally sound treatment and disposal
- Regularly scheduled service visits
- No minimum service quantities
- Competitive pricing with no separate freight charges
- Full customer service support
- Peace of mind knowing that your waste will be handled safely and responsibly by an experienced leader in environmental services

Solvent-Based and Aqueous-Based Parts Cleaners

Our hallmark parts cleaning service is based on awareness that our customers need to clean dirty parts, but they don't wish to generate hazardous waste. To address this, we have designed aqueous and solvent based parts cleaning programs to meet the diverse needs of the marketplace. Crystal Clean's water-based parts cleaners incorporate the newest technologies for safe and effective cleaning options you can rely on. Our solvent parts cleaning program provides our customers with premium mineral spirits and the removal and management of the used mineral spirits as non-hazardous waste. Your service representative will assist you in determining the proper machines, from manual units to powerful jet washers, to fit your needs.

Drum Waste Management Service

Crystal Clean's waste drum disposal services are designed for hassle-free industrial waste management of your hazardous and non-hazardous waste. Our professional sales and service reps are committed to ensuring jobs are done fast while maintaining the highest level of safety and keeping your company in full environmental compliance, giving you peace of mind knowing that your waste is being handled safely by an experienced leader in the environmental services industry.

Our waste drum disposal service includes all labor and materials for the pickup and proper disposal of your wastes, in compliance with all local, state, Federal EPA, and Canadian provincial and TDG regulations. We can supply you with DOT approved drums at each regularly scheduled service interval. At pickup, we will label each drum for shipping and provide you with all necessary documentation for your protection at no extra charge. You'll receive our written assurance that the job has been done right. The Crystal Clean Certificate of Assurance provides you with peace of mind and ensures your wastes are being handled properly and responsibly by trained professionals. We promise to protect your assets and give your company full liability protection when we take responsibility for your waste.

Oil Collection Services

Crystal Clean's used oil disposal services are designed to keep your operation running smoothly by offering scheduled service visits by our professional service representatives to remove your used oil and provide the proper paperwork and tracking documents necessary to keep your business in compliance. Our team will safely collect and transport your used oil and oil filters in an environmentally responsible method.

Crystal Clean is also one of the largest oil re-refiners in the USA, transforming used oil into high-quality Group II base oils, vacuum tower asphalt extender (VTAE), and hydrotreated low sulfur fuel oil (HT-LS). The vast majority of the oil collected is sent to our oil re-refinery, which is permitted to process up to 75 million gallons of used oil annually.

Vacuum Truck Services

Crystal Clean's modernized wastewater management includes vacuum truck services that provide efficient, environmentally conscious removal and disposal of coolants, oily waters, sludges, and other sources of contaminated waters. Our fleet of state-of-the-art vacuum trucks collect millions of gallons of contaminated waters annually. Wastewater is processed at one of Crystal Clean's regional wastewater treatment facilities to remove oils, solids, and other contaminants to generate clean water, protecting the environment through the preservation of lakes, streams, and oceans.

Our professional sales and service reps are an essential part of your wastewater management program and are committed to ensuring jobs are done fast while maintaining the highest level of safety and full environmental compliance with local, state, and federal regulations. They offer the highest level of wastewater vacuum truck services for the industrial and automotive industries. Whether it's routine service or emergency cleanup, our team is here for you.

Absorbent Service

Our full line of CrystalSorb absorbents is the perfect solution for containing and absorbing oil and other chemicals. CrystalSorb products are available as universal and oil-only absorbents, as well as in emergency spill kits. Crystal Clean's service packages state-of-the-art materials with the proper storage, pick-up, and environmentally sound treatment and disposal of your waste. Our universal spill absorbents may be used on fuels, solvents, coolants, oils, acids, alkalis, alcohol, paints, contaminated water, and more. They have an absorption rate of up to 30 times their weight.

Our oil-only absorbents are engineered to contain and absorb oil and petroleum-based liquids on both land and water. These float on water indefinitely, even when fully saturated. They are designed to only absorb oil and petroleum-based liquids, will not absorb any water, and can absorb up to 35 times their own weight.

Our emergency spill kits contain everything you need to clean up spills fast and easy. The Catastrophe Spill Kits are ideal for placement in areas around facilities where spills are likely to occur. All of the spill kits minimize the risk of an emergency becoming more serious and are great for absorbing fuels, solvents, coolants, contaminated waters, acids, and alkalis.

Field Services

As one of North America's trusted environmental services providers, we understand the need for quick turnaround and minimized downtime. That's why we have a team of first-class, highly trained field service personnel who know how to get the job done fast while maintaining the highest level of safety and full environmental compliance. Our team is up to date with the latest in-plant, recycling, and industrial environmental services. Whether its scheduled or an emergency, our field services staff are here for you to handle your environmental projects big and small.

Field Services projects include emergency spill response, environmental remediation, lab packing services, oily water and oil spill response, pipeline piggin and cleaning, tank cleaning services, commodity transportation, high hazardous material packaging and disposal, high-pressure washing, and PFAS treatment and disposal.

Environmental Compliance

We take compliance seriously and are committed to achieving and maintaining an exceptional compliance record through the careful diligence of our trained, professional employees. Our turnkey service includes a thorough review of the wastes generated at our customer locations to ensure that the waste removed from your facility is properly qualified and managed in full compliance with applicable regulations.

We have invested in a comprehensive Environmental Management System (EMS) to increase accountability using advanced environmental performance metrics. We also conduct routine internal facility audits to ensure that we operate in compliance with all federal, state, and local environmental laws and regulations. Through our Enterprise Risk Management team, we routinely identify potential hazards, prioritize and implement action plans that will eliminate or mitigate environmental and safety risks, and protect our employees and customers. We emphasize the importance of going above and beyond industry standards and company policies and guidance, promoting sustainable efforts to protect the environment. We continue to strive to ensure that our services, facilities, and activities protect our customers, communities, and the environment.

Health & Safety

At Crystal Clean, protecting our employees, customers, and others is of the utmost importance. Our goal is to give every employee the knowledge, capability, and personal responsibility to work safely every day. We promote this culture of safety by:

- Educating employees through a customized online training platform and manager-led safety meetings where recent incidents, near misses, and relevant topics are discussed.
- Engaging employees through our safe behavior program that promotes identification and reporting of workplace hazards at our facilities, in our trucks, at customer locations, and within the community so concerns can be promptly addressed.
- Empowering employees to use their Stop Work Authority if they believe a work process or environment is unsafe.

Over the past six years, we have seen a progressive reduction in annual Total Recordable Incident Rate (TRIR) of approximately 50%. We remain focused on developing strategies that give employees the knowledge and tools to work safely every day. By focusing on safety, our dedicated employees are able to deliver the highest level of environmental services while maintaining a hazard-free environment for our customers and the communities we work in.

We also hire with safety in mind. Our stringent driver qualification process that ensures we send reliable, well-qualified employees to our customers' businesses. Our training and driver safety programs further guarantee we protect the well-being of our drivers, customers, and communities while on the road. Our strong safe driving culture is reinforced by our "Safe Driver Pledge", in which employees annually pledge to operate their vehicles safely on and off the road. This initial and routine, ongoing safety training ensures that your waste materials are in good hands. We are committed to minimizing risks on the road and in the communities that we live and work. Crystal Clean is committed to ensuring that all employees return home safely to their friends and family at the end of the day.



Topeka Metro RFB TO-24-08

References

Reference 1

HF Rubber

Customer Since: 2006

1701 NW Topeka Blvd

Contact: Justin Powell

Topeka, KS 66608

Phone: (785) 260-5780

Services Provided: parts cleaner services, used oil collection, drum waste, vacuum truck services

Reference 2

Ernest Spencer Metals

Customer Since: 2016

5600 Topeka Blvd SW

Contact: Brad Kincade

Topeka, KS 66609

Phone: (785) 845-7938

Services Provided: parts cleaner services, drum waste, vacuum truck services

Reference 3

Topeka Public Schools

Customer Since: 2004

125 SE 27th Street

Contact: Lucy Nixon

Topeka, KS 66605

Phone: (785) 295-3918

Services Provided: parts cleaner services, used oil collection, vacuum truck services

Heritage-Crystal Clean, LLC

2000 Center Drive, Suite East C300 | Hoffman Estates, IL 60192

Phone 847.836.5670 • Toll Free 877.938.7948

www.crystal-clean.com



April 8, 2024

Request for Bids TO-24-08

Environmental Services

Topeka Metropolitan Transit Authority (Metro) is requesting bids from qualified firms to provide environmental services for two of our locations, 201 N Kansas and 200 NW Crane in Topeka, Kansas. These services will pertain to the removal of used liquids and solids.

Specifications

Vacuum services – Every 16 weeks. This will involve removing non-hazardous liquid, high solids, oily water or sludge from the two oil/water separators, floor drains, sand traps, pits, sumps, trenches, closed drums, and underground waste tanks.

Used Coolant Pickup – On-call basis. The awarded contractor will be responsible for picking up the used coolant. There is no refrigerant, we do not use a recovery cylinder, and we store the used coolant in a 300-gallon tote.

Used Oil Pickup – Every 12 weeks. Contractor has three options for this service. Details of each option are subject to approval by Metro and will be determined by the market's current activity at the time of award.

- 1) Buyback – contractor will buy the used oil from Metro at a per unit price.
- 2) No-charge – contractor will pick up used oil at no charge to Metro or the contractor.
- 3) Charge – contractor will charge Metro for disposal at a per unit price.

Servicing Parts Washers – Every 12 weeks. This service will be provided on-site for our two (2) 30-gallon parts washers. This will include complete machine service and maintenance by a qualified representative. Contractor also must replace 100% of solvent at each service.

Other Information - This is not necessarily an all-inclusive list – other environmental services may be required during the term of the contract. For each service that Metro considers, the contractor will provide a summary of the service requirements, and cost to complete.

Contract Term

Metro's current environmental services contract expires 8/19/24. This will be a five-year contract starting on the date that the contract is fully executed. There will be no options or extensions. During the final six months of this contract, Metro will issue another RFB for these services.

General Instructions

Bids must be submitted in the following format:

- 1) Cover sheet signed by the individual authorized to commit the firm to perform the contract requirements, including your firm's name, address, phone, fax, and email;
- 2) Provide a description of your understanding of, and ability to fulfill the specifications and services requested in this RFB;



- 3) Provide a description of your firm's experience and qualifications. Supply at least three references with current contact information, for which you have provided the same or similar services as specified in this RFB;
- 4) The completed cover letter, price quote and certifications on pages 7-11.

In order to be considered for contract award, your bid must be received in the Metro office by **1:00pm on Thursday, May 2, 2024.**

Following are the evaluation criteria, listed by degree of importance. A criterion may have multiple elements with varying degrees of importance.

Customer Satisfaction & Service
Price
Available Options

The cover sheet, price quote form and the certifications on pages 7-11 are part of your bid and must be completed by all bidders. Bids that do not include the completed price quote and fully executed certifications may not be considered. The successful bidder will be required to follow the contract clauses on pages 3-6.

No advantage shall be taken by the contractor or any subcontractor in fulfilling the terms of this project due to omission of specifications by Metro.

Topeka Metro's current DBE goal is 1.62%. There is no DBE goal for this contract. If your firm is a DBE, or if you will be sub-contracting with a DBE, please attach a copy of the current DBE certificate.

Upon contract award, all proposals will be public record and posted to Metro's website. Metro recommends that proposers exclude any trade secret, proprietary or confidential information from their proposals.

Topeka Metro is a direct deposit payor. The successful bidder will be required to fill out a W-9 Form and the Topeka Metro Electronic Payment/ACH Authorization Form.

If you have any questions concerning this RFB, or if you need clarification or additional information, please contact Richard Appelhanz. Electronic submission of bids is preferred. If submitting bids on paper, please provide an original and three full copies. Bids are to be sent to:

Topeka Metropolitan Transit Authority
Attn: Richard Appelhanz
201 North Kansas Avenue
Topeka, KS 66603
785-730-8621
rappelhanz@topekametro.org

Questions must be received by Metro by April 18, 2024



The preceding specifications and the following clauses and certifications will be part of the contract.

1.0 ACCESS TO RECORDS

The Contractor agrees to provide Metro, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 CFR 633.15 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 USC 5302 and 49 CFR 633.5, which is receiving federal financial assistance through the programs described at 49 USC 5307, 5309 or 5311. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until Metro, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 2 CFR 200.333 and 2 CFR 200.336. FTA does not require the inclusion of these requirements in subcontracts.

2.0 ASSIGNMENT AND DELEGATION

Contractor shall neither delegate any duties or obligations under this contract, nor assign, transfer, convey, sublet, subcontract or otherwise dispose of the contract or its right, duty, title or interest in or to the same, or any part thereof, without previous written consent of Metro.

3.0 CIVIL RIGHTS

- 3.1 Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 USC 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 USC 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 USC 12132, and Federal transit law at 49 USC 5332, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 3.2 Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:
 - 3.2.1 Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 USC 2000e, and Federal transit law at 49 USC 5332, the contractor agrees to comply with all applicable equal employment opportunity requirements of US Department of Labor (USDOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the project. The contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.
 - 3.2.2 Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC 623 and Federal transit law at 49 USC 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - 3.2.3 Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 USC 12112, the Contractor agrees that it will comply with the requirements of the US Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.
- 3.3 The contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.
- 3.4 If the contract involves federal funds, the provisions of this subsection do not apply. If the contract does not involve federal funds, and if contractor's contracts with Topeka Metro for the current fiscal year cumulatively total more than \$5,000 and the contractor has four or more employees during the term of this contract, the contractor also agrees to observe the provisions of the Kansas Act Against Discrimination and the Kansas Age Discrimination in Employment Act and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, disability, national origin or ancestry. In all solicitations or advertisements for employees, the contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by Topeka Metro. If the contractor fails to comply with the reporting or other requirements of the Kansas Human Rights Commission under K.S.A. 44-1031 or K.S.A. 44-1116, and amendments thereto, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part, by Topeka Metro. If contractor is found guilty of a violation of the Kansas Act Against Discrimination or the Kansas Age



Discrimination in Employment Act under a decision or order of the Kansas Human Rights Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by Topeka Metro. Contractor agrees to include the binding provisions of this subsection in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

4.0 COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS

Contractor shall at all times be solely responsible for complying with all applicable local, state and federal laws, ordinances and regulations in connection with the performance of this contract.

5.0 CONFIDENTIALITY

Between the date and time that proposals are due, until award of the contract by Metro, no information will be released which may have an adverse impact upon the negotiations or selection process. No information will be shared about the distinguishing characteristics or deficient characteristics of any proposal. All documents received by Metro are subject to the Kansas Open Records Act, KSA 45-215, et seq., and the Freedom of Information Act, 5 USC 552.

6.0 CONFLICT OF INTEREST

No director or employee of Topeka Metropolitan Transit Authority, during his/her tenure or within one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

7.0 CONTRACT CHANGES

Any proposed change to this contract shall be submitted to Metro in writing for approval. No change in this contract shall be made unless Metro gives prior written approval. Contractor shall be liable for all costs, damages and/or liabilities, and for proper corrections, resulting from any specification change not properly approved in writing by Metro. Changes that have not been approved by Metro shall place Contractor in default of the contract.

8.0 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- 8.1 This contract is subject to the requirements of 49 CFR Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. Metro's overall 2022-2024 goal for DBE participation is 1.62%; the race neutral goal is 0.37%, and the race conscious goal is 1.25%. There is no contract goal for this procurement.
- 8.2 The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Metro deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- 8.3 The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from Metro.
- 8.4 The contractor may not hold retainage from its subcontractors.
- 8.5 The contractor must promptly notify Metro, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Metro.

9.0 ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

10.0 EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

Metro will comply with the requirements of 49 USC 5323(h)(2) by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

11.0 FEDERAL CHANGES

The contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Metro and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.



12.0 INCORPORATION OF FTA TERMS

These contract provisions include, in part, certain Standard Terms and Conditions required by USDOT, whether or not expressly set forth in the included contract provisions. All contractual provisions required by USDOT, as set forth in the current version of FTA Circular C 4220.1, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Metro requests which would cause Metro to be in violation of the FTA terms and conditions.

13.0 INDEMNIFICATION

Contractor shall be responsible for and indemnify, defend and hold harmless Metro, its directors and employees from all demands, claims, suits and settlements for loss of or damages to property, or personal injuries, including death to persons, and from all judgments recovered, and from all expenses incurred in defending or settling said claims or suits, or enforcing this provision, including court costs and attorney fees and other expenses arising out of the errors, omissions or negligent acts of the Contractor, its employees, or agents in connection with the goods and/or services provided under this contract.

14.0 INSURANCE

Contractor shall maintain for the duration of the contract such insurance as will protect it and Metro from all claims, including Workers' Compensation, and will hold Metro harmless from, and indemnify Metro for, all claims and damages which may arise out of or result from the Contractor's operations under this contract, whether such operations are by Contractor, by a subcontractor, by anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable. Contractor will submit certificates or other proof of insurance to Metro, naming Metro as an additional insured, upon notification of contract award.

15.0 INTEREST OF CONGRESS

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit arising therefrom.

16.0 LEGAL MATTER NOTIFICATION

Contractor agrees to notify Metro if a current or prospective legal matter emerges while this contract is in effect that may affect the Federal Government. Contractor also agrees to include this requirement in all subcontracts issued pursuant to this contract.

17.0 NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

Metro and the contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to Metro, the contractor, or any other party (whether or not a party to this contract) pertaining to any matter resulting from this contract. The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that this clause shall not be modified, except to identify the subcontractor who will be subject to its provision.

18.0 PATENT INFRINGEMENT

Contractor agrees that it will, at its own expense, defend all suits and all proceedings instituted against Metro, if such suits and proceedings are based on any claim that the materials or equipment provided by Contractor, or any part thereof, or any tool, article or process used in the manufacture thereof, constitutes an infringement of any patent. Metro will give Contractor prompt notice in writing of any suit or proceeding, and will give Contractor all needed information, assistance and authority to enable Contractor, through its legal counsel, to defend the same.

19.0 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

- 19.1 The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801, et seq. and US DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this project. Upon execution of this contract, the contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government deems appropriate.
- 19.2 The contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 USC 5307, the Government reserves the right



- to impose the penalties of 18 USC 1001 and 49 USC 5307 on the contractor, to the extent the Federal Government deems appropriate.
- 19.3 The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

20.0 RECYCLED PRODUCTS

The contractor agrees to comply with all of the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 USC 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

21.0 SUSPENSION AND DEBARMENT

In accordance with 2 CFR Parts 180 and 1200, the contractor is required to verify that none of its principals or affiliates: 1) is included on the federal government's suspended and debarred list; 2) is proposed for debarment, declared ineligible, voluntarily excluded or disqualified; 3) within three years preceding this proposal, has not been convicted of or had a civil judgment rendered against them for (a) commission of fraud or criminal offense pertaining to performing a public transaction, (b) violation of any federal or state antitrust statute, or (c) embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; 4) is indicted or charged by a governmental entity for any of the charges in 3) above; and 5) has had any public transaction terminated for cause or default within three years preceding this proposal. The contractor is required to include this requirement in any subcontracts related to this contract. By signing and submitting its proposal, the proposer certifies that the certification in this clause is a material representation of fact relied upon by Metro. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to Metro, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The proposer agrees to verify that none of its principals or affiliates is included on the federal government's suspended and debarred list at any time throughout the period of this contract. The proposer further agrees to include a provision requiring the same compliance in its subcontracts related to this contract.

22.0 TERMINATION

Termination for Convenience – Metro may terminate this contract, in whole or in part, at any time by written notice to the contractor when it is in the Metro's best interest. The contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The contractor shall promptly submit its termination claim to Metro to be paid to the contractor. If the contractor has any property in its possession belonging to Metro, the contractor will account for the same, and dispose of it in the manner Metro directs.

Termination for Default – If the contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the contractor fails to perform in the manner called for in the contract, or if the contractor fails to comply with any other provisions of the contract, Metro may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the contractor setting forth the manner in which the contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by Metro that the contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the contractor, Metro, after setting up a new delivery of performance schedule, may allow the contractor to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure – Metro in its sole discretion may, in the case of a termination for breach or default, allow the contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to Metro's satisfaction the breach or default of any of the terms, covenants, or conditions of this contract within ten (10) days after receipt by contractor of written notice from Metro setting forth the nature of said breach or default, Metro shall have the right to terminate the contract without any further obligation to the contractor. Any such termination for default shall not in any way operate to preclude Metro from also pursuing all available remedies against contractor and its sureties for said breach or default.

Waiver of Remedies for Any Breach – In the event that Metro elects to waive its remedies for any breach by contractor of any covenant, term or condition of this contract, such waiver by Metro shall not limit Metro's remedies for any succeeding breach of that or of any other term, covenant, or condition of this contract.

Termination for Default – If the contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, Metro may terminate this contract for default. Metro shall terminate by delivering to the contractor a Notice of Termination specifying the nature of the default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Metro.



COVER SHEET

Proposer Information

Company Name Heritage-Crystal Clean, LLC

Address 2000 Center Drive, Suite East C300

City, State, Zip Hoffman Estates, IL 60192

Main Phone (847) 836-5670

Contact Person Information

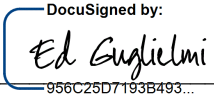
Name Brittney Gates

Job Title Bid & Proposal Specialist

Phone (847) 836-5670

Alt. Phone (847) 783-5370

Email cc_bid_notices@crystal-clean.com

Signature  956C25D7193B493...

Date: 5/2/2024 | 7:58 AM EDT



PRICE QUOTE

Item Pricing

Description	Base Price	Delivery Frequency	Per Gal Fee	Notes
Vacuum Truck Service		16 Weeks		
- Liquids		16 Weeks	\$1.14	
- Solids		16 Weeks	\$3.45	

Other Items

Description	Base Price	Delivery Frequency	Per Gal Fee	Notes
Service for 2-30gal parts washer		12 Weeks	\$241.68	Per Service, Per Machine Fee

Recycle Pricing

Description	Base Price	Delivery Frequency	Per Gal Fee	Notes
Used coolant pickup (per gallon)		On Call Basis	\$1.25	

-----Select One-----

Description	-----Select One-----			Delivery Frequency	Price Per Gal	Notes
	Buyback	No-Charge	Charge			
Used Oil Pickup		X		12 Weeks	\$0.00	

Additional Fees

Description	Charge	Notes
Truck Fees	\$285.00	Per Stop (Vacuum Truck Only)
Fuel Surcharge/Fee	\$50.00	Vacuum Truck Only
Delivery Charge		
Other (please list)		
Vacuum Truck Service - Trenching Fee	\$9.95/foot	if needed

No additional charges will be accepted if not listed above.



DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. Metro’s overall 2022-2024 goal for DBE participation is 1.62%; the race neutral goal is 1.25%, and the race conscious goal is 0.37%. There is no contract goal for this procurement.

The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Metro deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor’s receipt of payment for that work from Metro.

The contractor may not hold retainage from its subcontractors.

The contractor must promptly notify Metro, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Metro.

Signature: DocuSigned by:
Ed Guglielmi
956C25D7193B493...

Name and Title: Ed Guglielmi, Divisional Vice President

Company Name: Heritage-Crystal Clean, LLC

Date: 5/2/2024 | 7:58 AM EDT



NON-COLLUSION CERTIFICATION

This is my sworn statement to certify that this proposal was not made in the interest of or on behalf of any undisclosed entity. This proposal is not collusive.

This proposer has not been a party to any agreement or collusion in restraint of freedom of competition by agreement to bid a fixed price, to refrain from bidding, or otherwise. This proposer has not, directly or indirectly, by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of Topeka Metropolitan Transit Authority, or of any proposer, or anyone else interested in the proposed contract.

Signature: DocuSigned by:
Ed Guglielmi
956C25D7193B493...

Name and Title: Ed Guglielmi, Divisional Vice President

Company Name: Heritage-Crystal Clean, LLC

Date: 5/2/2024 | 7:58 AM EDT



SUSPENSION / DEBARMENT CERTIFICATION

In regard to 2 CFR Parts 180 and 1200

In accordance with 2 CFR Parts 180 and 1200, the contractor is required to verify that none of its principals or affiliates:

- 1) is included on the federal government’s suspended and debarred list;
- 2) is proposed for debarment, declared ineligible, voluntarily excluded or disqualified;
- 3) within three years preceding this proposal, has been convicted of or had a civil judgment rendered against them for (a) commission of fraud or criminal offense pertaining to performing a public transaction, (b) violation of any federal or state antitrust statute, or (c) embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- 4) is indicted or charged by a governmental entity for any of the charges in 3) above; and
- 5) has had any public transaction terminated for cause or default within three years preceding this proposal.

The contractor is required to include this requirement in any subcontracts related to this contract.

By signing and submitting its proposal, the proposer certifies that the certification in this clause is a material representation of fact relied upon by Metro. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to Metro, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The proposer agrees to verify that none of its principals or affiliates is included on the federal government’s suspended and debarred list at any time throughout the period of this contract. The proposer further agrees to include a provision requiring the same compliance in its subcontracts related to this contract.

Signature: DocuSigned by:
Ed Guglielmi
956C25D7193B493...

Name and Title: Ed Guglielmi, Divisional Vice President

Company Name: Heritage-Crystal Clean, LLC

Date: 5/2/2024 | 7:58 AM EDT



RFB TO-24-08
Environmental Services
Questions and Answers as of
April 16, 2024

Q1. Who is the current vendor/incumbent?

A1. GFL Environmental Services USA, Inc.

Q2. What is the annual spent/last 3 invoices?

A2. Parts Washer Service is \$370.00 each visit and Oily Water Solids and Liquids Recovery is \$2,549.00 each visit.

Q3. What will be the quantity/volume of the container(s)?

A3. Approximately 320 gallons of oily solids and 2,880 gallons of oily liquids.

Q4. What is the budgetary number for the waste removal and disposal service in 2024?

A4. N/A.

Q5. What will be the quantity for recovery drums and absorbent materials for on-site solidification?

A5. N/A.

Q6. Please advise the solid percentage for vacuum service.

A6. Approximately 10% of waste volume removed is oily water solid.



RFB TO-24-08
Environmental Services
Questions and Answers as of
April 19, 2024

- Q1. Could you please change the per gallon rate for the parts washer to a per service rate?
- A1. Yes, See Addendum 1.
- Q2. How many gallons of used oil are collected annually?
- A2. Approximately 2,000 gallons of used oil are collected annually.
- Q3. How many gallons of used coolant are collected annually?
- A3. Approximately 100 gallons of used coolant are collected annually.
- Q4. How many gallons of vac liquids are collected annually?
- A4. Approximately 5,760 gallons of vac liquids are collected annually.
- Q5. How many gallons of vac solids are collected annually?
- A5. Approximately 640 gallons of vac solids are collected annually.
- Q6. What brand are the parts cleaners and are they both at the same location or one at each location?
- A6. They are both Safety-Kleen Solvents Parts Washer Model #30 and are at the same location.
- Q7. What solvent is being used in the two parts washers?
- A7. See attached Solvent Safety Data Sheet.



SAFETY DATA SHEET

This SDS Complies With 29 CFR 1910.1200 (The Hazard Communication Standard)

Section 1 - Product & Company Identification

Product identifier

Product name: 140/142 SOLVENT

Product form: Liquid

Other means of identification: R02130

Relevant identified uses of the substance or mixture: Solvent

Details of the supplier of the safety data sheet

Eaton Chemical, Inc.

4124 NW Riverside Street Riverside, MO 64150

Phone: (816) 741-7985

Fax: (816) 741-0405

Email: custserv@eatonchemical.com

Emergency telephone number

Emergency number : CHEMTREC: 1-800-424-9300

Section 2 – Hazards Identification

Classification

Flammable liquid (Category 4)

Aspiration hazard (Category 1)

Pictogram



Signal Word

DANGER!

Hazard Statements

Combustible liquid.

May be fatal if swallowed and enters airways.

Precautionary Statements – Prevention

Keep away from open flames/hot surfaces- No smoking.

Wear protective gloves/protective clothing/eye protection/face protection

Wash exposed skin thoroughly after handling.

Avoid breathing mist/vapors/spray.

Use only in a well-ventilated area.

Precautionary Statements – Response

In case of fire: Consider carbon dioxide, dry chemical, dry sand or alcohol resistant foam to extinguish.

IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Get medical attention if irritation occurs

IF ON SKIN: Take off contaminated clothing and wash before reuse. Wash skin with plenty of soap and water. If irritation occurs get medical advice/attention.

IF INHALED: Remove person to fresh air and keep comfortable for breathing. Call POISON CENTER/doctor if you feel unwell.

IF SWALLOWED: Immediately call a POISON CENTER or doctor/physician. Rinse mouth. Do not induce vomiting.

Precautionary Statements – Storage

Store in a well-ventilated place. Keep container tightly closed. Store locked up.

Precautionary Statements - Disposal

Dispose of contents/container to an approved waste treatment and disposal facility in accordance with applicable laws and regulations, and product characteristics at time of disposal.

Section 3 –Composition/Information on ingredients

Mixture

Name	CAS NO.	%
Distillates (Petroleum), hydrotreated light	64742-47-8	90-100

Any concentration shown as a range is to protect confidentiality or is due to process variation.

Section 4 – First Aid Measures

First Aid Measures

Inhalation: Remove to fresh air. If breathing stops, provide artificial respiration. If symptoms persist, call a physician.

Eye Contact: IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Get medical attention if irritation persists.

Ingestion: Rinse mouth. Call a POISON CENTER or doctor/physician. Immediate medical attention required.

Skin Contact: Remove contaminated clothing, wash with plenty of water. If skin irritation persists, call a physician.

Most Important Symptoms and Effects, both Acute and Delayed**Symptoms**

Causes skin dryness and irritation.

May be fatal if swallowed and enters airways.

Indication of any Immediate Medical Attention and Special Treatment Needed

Note to Physicians: Treat symptomatically.

Section 5 – Fire Fighting Measures

Suitable Extinguishing Media

Alcohol resistant foam, dry chemical or carbon dioxide.

Unsuitable Extinguishing Media: High volume water jet.

Specific Hazards Arising from the Chemical

Combustible liquid. In a fire or if heated, a pressure increase will occur and the container may burst, with the risk of a subsequent explosion. The vapor/gas is heavier than air and will spread along the ground. Vapors may accumulate in low or confined areas or travel a considerable distance to a source of ignition and flash back. Runoff to sewer may create fire or explosion hazard.

Protective Equipment and Precautions for Firefighters

As in any fire, wear self-contained breathing apparatus pressure-demand, NIOSH approved and full protective gear.

Section 6 – Accidental Release Measures

Personal Precautions, Protective Equipment and Emergency Procedures

Personal Precautions Use personal protective equipment as required. Avoid breathing vapors, mist or gas. Ensure adequate ventilation. Remove all sources of ignition. Evacuate personnel to safe area.

Methods and Material for Containment and Cleaning Up

Methods for Containment: Prevent further leakage or spillage if safe to do so. Contain spillage.

Methods for Cleaning Up: Collect with an electrically protected vacuum or by wet-brushing and place in container for disposal. Keep in suitable, closed containers for disposal.

Section 7 – Handling & Storage

Precautions for Safe Handling

Advice on Safe Handling: Handle in accordance with good industrial hygiene and safety practice. Do not ingest. Avoid contact with eyes, skin and clothing. Avoid breathing vapor or mist. Wash face, hands and any exposed skin thoroughly after handling. Do not eat, drink or smoke when using this product. Use personal protection recommended in Section 8.

Conditions for Safe Storage, Including any Incompatibilities

Storage Conditions: Keep containers tightly closed in a dry, cool and well-ventilated place.

Section 8 – Exposure Controls/ Personal Protection

Exposure Guidelines:

Chemical Name	CAS #	ACGIH TLV	OSHA PEL	NIOSH TWA
Distillates (Petroleum), hydrotreated light	64742-47-8	TWA: 200 mg/m ³	No data available	No data available

Engineering Controls: Good general ventilation should be sufficient to control worker exposure to airborne contaminants.

Respiratory Protection: Use a properly fitted, air-purifying or supplied air respirator complying with an approved standard if a risk assessment indicates this is necessary. Respirator selection must be based on known or anticipated exposure levels, the hazards of the product and the safe working limits of the selected respirator.

Eye Protection: Safety eyewear complying with an approved standard should be used when a risk assessment indicates this is necessary to avoid exposure to liquid splashes, mists, gases or dusts. If contact is possible, the following protection should be worn, unless the assessment indicates a higher degree of protection: chemical splash goggles.

Hand Protection: Chemical-resistant, impervious gloves complying with an approved standard should be worn at all times when handling chemical products if a risk assessment indicates this is necessary.

Skin Protection: Prevent contact with shoes and clothing; use rubber apron and overshoes.

Other Protective Equipment: Eye wash stations and emergency showers should be available. The type and degree of personal protective equipment appropriate will depend on the specific work operation. Inspect and replace personal protective equipment at regular intervals; use professional care in their selection, use and care.

Section 9 – Physical & Chemical Properties

Information on Basic Physical and Chemical Properties

Physical State
Color

Liquid
Colorless

Property

Values

pH	No data available
Melting Point/Freezing Point	-49 ° C (-56.2 ° F)
Boiling Point/Boiling Range	190-210 ° C (374-410 ° F)
Flash Point	65° C (149° F) TCC
Evaporation Rate	<1
Flammability (Solid, Gas)	n/a-liquid
Upper Flammable Limits	5.5 % (V)
Lower Flammable Limits	0.6% (V)
Vapor Pressure	0.54 (mm Hg)
Vapor Density	4.5
Specific Gravity	0.783
Water Solubility	1.5 g/l
Solubility in Other Solvents	No data available
Partition Coefficient	No data available
Autoignition Temperature	>220 ° C (>428 ° F)
Decomposition Temperature	No data available
Kinematic Viscosity	0.0134 cm ² /s (1.34 cSt), @ 40 ° C (104 ° F)
Dynamic Viscosity	No data available
Explosive Properties	Not an Explosive
Oxidizing Properties	No data available
Odor	hydrocarbon
Odor Threshold	No data available

Section 10 – Stability & Reactivity

Reactivity

Not reactive under normal conditions.

Chemical Stability

Stable under recommended storage conditions.

Possibility of Hazardous Reactions

Reacts with strong oxidizing agents.

Conditions to Avoid

Heat, sparks, flames.

Extremes of temperature and direct sunlight.

Incompatible Materials

Strong oxidizing agents, strong acids, caustics.

Hazardous Decomposition Products

Carbon dioxide, carbon monoxide.

Section 11 - Toxicological information

Information on Likely Routes of Exposure**Product Information**

Inhalation: Avoid breathing vapors or mists.

Eye Contact: Causes eye irritation

Skin Contact: Avoid contact with skin.

Ingestion: Harmful if swallowed.

Chemical Name	CAS #	Oral LD50	Dermal LD50	Inhalation LC50
Distillates (Petroleum), hydrotreated light	64742-47-8	>5000 mg/kg (Rat)	>2000 mg/kg (Rabbit)	>5610

Chemical Name	Distillates (Petroleum), hydrotreated light
Skin corrosion/irritation	irritation
Serious eye damage/irritation	irritation
Respiratory or skin sensitization	Not expected to be a sensitizer
Mutagenicity	Not mutagenic.
Carcinogenicity	Not classified as a human carcinogen.
Reproductive toxicity	No known significant effects
Specific target organ toxicity-Single exposure	May cause drowsiness or dizziness
Specific target organ toxicity-repeated exposure	Not classified
Aspiration hazard	Aspiration hazard

Section 12 - Ecological information

There is no data available for this product as a whole.

Persistence and Degradability

No data available

Bioaccumulation

No data available

Mobility

No data available

Section 13 - Disposal considerations

WASTE DISPOSAL METHOD

Dispose of contents/container to an approved waste treatment and disposal facility in accordance with applicable laws and regulations, and product characteristics at time of disposal.

Section 14 - Transport information

DOT Proper Shipping Description:

Non-Bulk: Not regulated as a dangerous goods.

Section 15 - Regulatory information

SARA Title III Section 311/312 (40CFR370): Fire hazard.

SARA Title III Section 313 (40CFR372): This product does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by section 313 of the Superfund Amendments and Reauthorization Act of 1986 and 40 CFR part 372

RCRA Status(40CFR261.33): Not listed

TSCA Inventory Status: Included

OSHA/NTP/IARC Carcinogen Status: Not listed

Canadian DSL Status: Listed

Chemicals Known to the State of California to Cause Cancer or Reproductive Toxicity:

This material is not known to contain chemicals currently listed as carcinogens or reproductive toxins.

U.S. State Right-to-Know Regulations

Chemical Name	New Jersey	Massachusetts	Pennsylvania
Distillates (Petroleum), hydrotreated light	Not listed	Not listed	Not listed

Section 16 - Other information

HMIS ratings: Health: 2 Flammability: 3 Reactivity: 0

Indication of changes: Revision – 2 Revised sections 13 and 15

Date Sheet Prepared: 09/06/2019

Other information: Author – EHS Administrator

 The information herein is presented in good faith and believed to be correct as of the date hereof. However, the manufacturer makes no representation as to the completeness and accuracy thereof. Users must make their own determination as to the suitability of the product for their purposes prior to use.

No representations or warranty's, either express or implied of merchantability, fitness for a particular purpose or of any other nature with respect to the product or to the information herein is made hereunder. The manufacturer shall in no event be responsible for any damages of whatsoever nature directly or indirectly resulting from the publication or use of or reliance upon information contained herein.

END OF SDS



RFB TO-24-08
Environmental Services
Addendum #1

Please note the change from Per Gal Fee to Per Service Fee on the Price Quote on Page 8 .

From:

Other Items

Description	Base Price	Delivery Frequency	Per Gal Fee	Notes
Service for 2-30gal parts washer		12 Weeks		

To:

Other Items

Description	Base Price	Delivery Frequency	Per Service Fee	Notes
Service for 2-30gal parts washer		12 Weeks		

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: HERITAGE CRYSTAL CLEAN LLC

ATTN: Anastasiia Davis
2000 Center Dr, Suite East C300
Hoffman Estates, IL 60192

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: 060223550167FH Effective: July 1, 2023 Expires: June 30, 2026

HM Company ID: 42811

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/02/2023

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 Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Heritage-Crystal Clean, LLC 2000 Center Drive Suite East C300 Hoffman Estates IL 60192 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Evanston Insurance Company		35378
	INSURER B: Liberty Mutual Fire Ins Co		23035
	INSURER C: Nautilus Insurance Company		17370
	INSURER D: Ironshore Specialty Insurance Company		25445
	INSURER E:		
INSURER F:			

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 570099756778 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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			IEPICB9067003	06/01/2023	06/01/2024	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
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 <input checked="" type="checkbox"/> MCS 90			AS2-641-445774-033	06/01/2023	06/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			IEELCASB907C003 Per Occurrence	06/01/2023	06/01/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	WA264D445774013 WC - AOS WC2641445774023 WC - WI	06/01/2023	06/01/2024	<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	Contractors Pollution Liability			IEPICB9067003	06/01/2023	06/01/2024	Per Occurrence Limit \$5,000,000

Certificate No : 570099756778

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Excess Liability policies are excess of and provide additional limits to the General Liability, Contractors' Liability, Auto Liability, and Employers Liability policies, per terms and conditions of the Excess policies.

CERTIFICATE HOLDER

CANCELLATION

Heritage-Crystal Clean, LLC 2000 Center Drive, Suite East C300 Hoffman Estates IL 60192 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Heritage-Crystal Clean, LLC	
POLICY NUMBER See Certificate Number: 570099756778			
CARRIER See Certificate Number: 570099756778	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	EXCESS LIABILITY							
C				FFX203493212	06/01/2023	06/01/2024	Aggregate	\$5,000,000
							Each Occurrence	\$5,000,000
	OTHER							
A	Environmental site Liability			MKLV3ENV101867	06/01/2020	06/01/2025	Per occ/Agg	\$10,000,000