



August 19, 2019

**Request for Bids TO-20-04**

Disposal and Recycling Services

Fixed Price Contract

Topeka Metropolitan Transit Authority (Metro) is requesting bids from qualified firms to provide Disposal & Recycling Services at three of our locations; Administration at 201 N Kansas Ave, Maintenance Facility at 200 N Crane, and at Quincy Street Station (QSS) at 820 SE Quincy, all in Topeka, Kansas.

**Specifications**

Service will be provided one time per week during normal business hours. If any deviation from the normal schedule is needed, one party may be able to notify the other party with at least 24 hours advanced notification.

Currently, Metro has one (1) 6-yard trash receptacle container at each of the locations, as well as one (1) 6-yard recycling container at its maintenance facility. The Administration and QSS locations each have two (2) 96-gallon recycling containers that Metro maintenance staff empties into the 6-yard recycling container. The (4) 96-gallon recycling containers are provided at no additional cost since Metro maintenance staff empty those containers. Metro would like to increase the size of the trash receptacle at Administration from 6-yard to either 7-yard or 8-yard.

**ADMINISTRATION 201 N KANSAS AVE** - Provide one (1) 6, 7, or 8-yard trash receptacle container. Optional, provide two (2) 96-gallon recycling containers which Metro maintenance staff will empty.

**MAINTENANCE FACILITY 200 N CRANE** - Provide one (1) 6-yard trash receptacle. Provide one (1) 6-yard recycling container.

**QUINCY STREET STATION 820 SE QUINCY** - Provide one (1) 6-yard trash receptacle container. Optional, provide two (2) 96-gallon recycling containers which Metro maintenance staff will empty.

All contract requirements on pages 3-6 must be followed.

**Contract Term**

Metro's current disposal and recycling services contract expires in December 2019. This will be a five-year contract starting on December 1, 2019. 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) The Cover Page on page 7;
- 2) Provide your experience, including how long you've been in business;
- 3) At least three references with current contact information, for which you are providing the same services and equipment as specified in this RFB;
- 4) The completed price quote and certifications on pages 8-11.

The price quote form and the certifications on pages 8-11 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 will not be considered.

In order to be considered for contract award, your bid must be received in the Metro office by **1:00p on Thursday, September 12, 2019.** Bids received after the deadline will not be considered.

Proposals will be ranked based on preset evaluation criteria, which are (in order of importance):

- Flexibility to Meet Metro Specifications
- Experience and Qualifications
- Price

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 2.00%. 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.

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](mailto:rappelhanz@topekametro.org)



## 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 2019-2021 goal for DBE participation is 2.00%; the race neutral goal is 1.12%, and the race conscious goal is 0.88%. 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 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.

### 17.0 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.

### 18.0 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

- 18.1 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.
- 18.2 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.
- 18.3 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.

### 19.0 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.



## 20.0 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 PAGE**

Proposer	<u>Waste Management, Inc.</u>
Address	<u>3611 NW 16th Street - Topeka, KS 66618</u>
Address	<u></u>
Address	<u></u>
Contact Name	<u>Anthony Jackson - Manager, Commercial Accounts</u>
Telephone	<u>(785) 200-7272</u>
Email	<u>ajacks23@wm.com</u>





**PRICE QUOTE**

**ADMINISTRATION 201 N KANSAS AVE**

(1) 6 -Yard Trash Receptacle Container Price Per Month	\$ 59
(1) 7 -Yard Trash Receptacle Container Price Per Month	\$ N/A
(1) 8 -Yard Trash Receptacle Container Price Per Month	\$ 74
<b><u>Optional</u></b> (2) 96-Gallon Recycling Containers Price Per Month	\$ Complimentary
Additional Fees or Surcharges	\$ N/A
Additional Items	\$ Please see attachment

**MAINTENANCE FACILITY 200 N CRANE**

(1) 6 -Yard Trash Receptacle Container Price Per Month	\$ 59
(1) 6-Yard Recycling Container Price Per Month	\$ 50
Additional Fees or Surcharges	\$ N/A
Additional Items	\$ Please see attachment

**QUINCY STREET STATION 820 SE QUINCY**

(1) 6 -Yard Trash Receptacle Container Price Per Month	\$ 59
<b><u>Optional</u></b> (2) 96-Gallon Recycling Containers Price Per Month	\$ Complimentary
Additional Fees or Surcharges	\$ N/A
Additional Items	\$ Please see attachment

**TOTAL COST PER MONTH** \$ 242 (using 8-yard) / \$227 (using 6-yard)

**No additional charges will be accepted if not listed above.**

Topeka Metro is tax exempt and will obtain a Project Exemption Certificate from the Kansas Department of Revenue. Do not include sales tax in your proposed price.



**DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION**

(for all non-bus purchase contracts over \$25,000)

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 2019-2021 goal for DBE participation is 2.00%; the race neutral goal is 1.12%, and the race conscious goal is 0.88%. 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: Anthony Jackson

Name and Title: Anthony Jackson - Manager, Commercial Accounts

Company Name: Waste Management, Inc

Date: 09/10/2019

**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: Anthony Jackson

Name and Title: Anthony Jackson - Manager, Commercial Accounts

Company Name: Waste Management, Inc

Date: 09/10/2019

**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: Anthony Jackson

Name and Title: Anthony Jackson - Manager, Commercial Accounts

Company Name: Waste Management, Inc

Date: 09/10/2019

**Addendum to service contract, addressing potential additional charges associated with service,  
between Waste Management of Kansas, Inc. and Topeka Metropolitan Transit Authority**

**Contract Effective Date: 12/01/2019 - Initial Term: 60 Months**

Service Type	Description	Frequency	Service Charge
Initial Container Delivery	Delivery of containers required to start new service	On-Demand	No Charge
Container Swap	Removal and replacement of a container at customer request	On-Demand	\$185.00
Overflowing or Overloaded Container	Service to pick-up extra material not contained within the container with the lids closed	On-Demand	\$95.00
Container Delivery	Delivery of containers not associated with the start of new service	On-Demand	\$185.00
Container Relocation	Moving a container to a new location at the request of the customer	On-Demand	\$185.00
Recycling Contamination < 30%	Service for additional processing of recyclables when contaminated less than 30%	On-Demand	\$10 per yard
Recycling Contamination > 30%	Service to send a trash truck to pick-up recycling due to contamination greater than 30%	On-Demand	\$69 per yard
Container Removal	Service to remove a container	On-Demand	\$185.00
Locking Container	Service to provide a locking container and associated service at request of customer	Monthly	\$15.00

**Note: This list of potential additional charges is not comprehensive but does represent the most common extra services required to service or requested by our customers. Please contact your WM sales / service representative for pricing should a specific extra service need arise that is not listed here.**

<b>Potential Issues in Topeka Metro, KS RFP</b>
<b>Created by Legal Dept. on August 29, 2019</b>

Page #	Section	Description of Potential Issues/Concerns
4	11.0	Contractor is taking exception to the cart blanche inclusion of all applicable FTA regulations, policies, procedures and directives, including those contained in the Master Agreement without the identification by Metro of which provisions apply and reserves the right to negotiate terms of the contract if awarded the work.
4	12.0	Contractor is taking exception to the cart blanche inclusion of all standard terms and conditions required by USDOT and the incorporation of the USDOT provisions in FTA Circular C 4220 without the identification by Metro of which provisions apply and reserves the right to negotiate terms of the contract if awarded the work.
5	19.0	Suggest adding attached Single Stream Specifications including language regarding contamination.
6	20.0 Termination for Convenience	Metro may terminate this contract, in whole or in part, at any time by written notice to the contractor. This should be reciprocal.
6	20.0 Termination for Default	Suggest revising so that the Metro can only terminate the Contract for cause after Contractor fails to cure the default after its receipt of written demand from Metro.
6	20.0 Opportunity to Cure	Suggest that Contractor shall always have the right to cure before Metro can terminate the Contract for cause. Suggest striking the first 2 sentences of this section.
6	20.0 Termination for Default	There is no notice requirement needed for termination. Suggest requesting any notice to be provided 30 days in advance to the termination.
11	Suspension/Debarment Certifications	We are recommending certificate not be signed as is or included in our response. If you choose to include the certificate, then it is recommended you sign the attached certificate revised to verify only the Contractor's principals not including affiliates.
	<i>Additional Provision</i>	The RFP doesn't have any invoicing/payment terms. Suggest including in the proposal acceptable payment terms including right to 1) increase rates annually and 2) cover increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state, federal or foreign laws or regulations (or the enforcement, interpretation or application thereof), including the imposition of or increase in taxes, fees or surcharges, or acts of God such as floods, fires, hurricanes and natural disasters.
	<i>Additional Provision</i>	Suggest including provision to read as, "Metro represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous solid waste, organic waste, and if applicable, Recyclable Materials generated at Metro's Service Address(es). Waste Materials excludes, and Metro agrees not to permit the deposit for collection of (i) hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, (ii) any materials containing information protected by federal, state or local privacy and security laws or regulations, or (iii) any other items or material prohibited by federal, state or local laws or regulations, or that could adversely affect the operation or useful life of the facility(ies) receiving Metro's Waste Materials (collectively, "Excluded Materials"). Title to and liability for Excluded Materials shall remain with Metro at all times. Title to Metro's Waste Materials is transferred to Contractor upon Contractor's receipt or collection unless otherwise provided in this Agreement or applicable law."
	<i>Additional Provision</i>	Consider inserting force majeure provision to read as, "Neither Party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, lock outs, labor disputes, riots, imposition of laws or governmental orders, fires, acts of God, and inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events; provided, that if the force majeure circumstances persist for more than thirty (30) days, the other Party may terminate this Agreement without further penalty or liability."
	<i>Additional Provision</i>	Consider inserting language regarding care of equipment to read as, "All equipment furnished by Contractor shall remain its property; however, Metro shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Metro's service location(s). Metro shall not overload, move or alter the equipment or allow a third party to do so, and shall use it only for its intended purpose. At the termination of this Agreement,

Page #	Section	Description of Potential Issues/Concerns
		Contractor’s equipment shall be in the condition in which it was provided, normal wear and tear excepted. Metro shall provide safe and unobstructed access to the equipment on the scheduled collection day. Contractor may suspend Services or terminate this Agreement in the event Metro violates any of the requirements of this provision. Metro shall pay, if charged by Contractor, any additional Charges, determined by Contractor in its sole discretion, for overloading, moving or altering the equipment or allowing a third party to do so, and for any service modifications caused by or resulting from Metro's failure to provide access. Metro warrants that Metro's property is sufficient to bear the weight of Contractor's equipment and vehicles and agrees that Contractor shall not be responsible for any damage to Metro's pavement or any other surface resulting from the equipment or Services.”

**SINGLE STREAM SPECIFICATIONS**

**RECYCLABLES** must be dry, loose (not bagged), unshredded, empty, and include **ONLY** the following:

Aluminum cans	Newspaper
PET bottles with the symbol #1 – with screw tops only	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.)	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
PP plastic bottles and tubs with symbol # 5 - empty	Uncoated printing, writing and office paper
Steel and tin cans	Old corrugated containers/cardboard (uncoated)
Glass food and beverage containers* – brown, clear, or green	Magazines, glossy inserts and pamphlets

**NON-RECYCLABLES** include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Porcelain and ceramics	Mirrors, window or auto glass
Light bulbs	Coated cardboard
Soiled paper, including paper plates, cups and pizza boxes	Plastics not listed above including but not limited to those with symbols #3*, #4*, #6*, #7* and unnumbered plastics, including utensils
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics,
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, and paper cups
Any paper Recyclable materials or pieces of paper Recyclables less than 4" in size in any dimension	Propane tanks, batteries
Cartons*	Aseptic Containers*

**DELIVERY SPECIFICATIONS:**

Material delivered by or on behalf of Metro may not contain Non-Recyclables or Excluded Materials. "Excluded Materials" means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances or other materials that are deleterious or capable of causing material damage to any part of Contractor's property, its personnel or the public or materially impair the strength or the durability of Contractor's structures or equipment.

Contractor may reject in whole or in part, or may process, in its sole discretion, Recyclables not meeting the specifications, including wet materials, and Metro shall pay Contractor for all increased costs, losses and expenses incurred with respect to such non-conforming Recyclables including costs for handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials which charges may include an amount for Contractor's operating or profit margin ("Cost"). Without limiting the foregoing, and Metro shall pay a contamination charge for additional handling, processing, transporting and/or disposing of Non-Recyclables, Excluded Materials, and/or all or part of non-conforming loads and additional charges may be assessed for bulky items such as appliances, concrete, furniture, mattresses, tires, electronics, pallets, yard waste, propane tanks, etc.

Contractor reserves the right upon notice to discontinue acceptance of any category of materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. Collected Recyclables for which no commercially reasonable market exists may be landfilled at Metro's Cost.

\* Glass may not be accepted in all locations. Cartons, aseptic containers and other plastics may be allowed if approved in writing by Contractor.





**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: → \_\_\_\_\_

Name and Title: → \_\_\_\_\_

Company Name: → \_\_\_\_\_

Date: → \_\_\_\_\_

Payment Events	Status	Timestamps
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## Certificate Of Completion

Envelope Id: D88569346FE44F618C220E0E1123365C		Status: Completed
Subject: RFB TO-20-04 - Submission from Waste Management		
Source Envelope:		
Document Pages: 32	Signatures: 0	Envelope Originator:
Certificate Pages: 2	Initials: 0	Anthony Jackson
AutoNav: Enabled		1001 Fannin St.
Envelopeld Stamping: Enabled		Houston, TX 77002
Time Zone: (UTC-08:00) Pacific Time (US & Canada)		ajacks23@wm.com
		IP Address: 156.101.9.1

## Record Tracking

Status: Original	Holder: Anthony Jackson	Location: DocuSign
9/11/2019 10:51:27 AM	ajacks23@wm.com	

Signer Events	Signature	Timestamp
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In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Richard Applehanz rappelhanz@topekametro.org Security Level: Email, Account Authentication (None)	<b>VIEWED</b>	Sent: 9/11/2019 10:59:14 AM Viewed: 9/11/2019 11:01:14 AM
Using IP Address: 70.184.228.5		

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
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Anthony Jackson ajacks23@wm.com Manager, Commercial Accounts Waste Management Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 9/11/2019 10:59:14 AM Resent: 9/11/2019 11:01:16 AM
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	9/11/2019 10:59:14 AM
Certified Delivered	Security Checked	9/11/2019 11:01:14 AM
Completed	Security Checked	9/11/2019 11:01:14 AM

Payment Events	Status	Timestamps
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