

**AGREEMENT FOR  
TRANSFER STATION SERVICES**

**between the  
CITY OF OLATHE  
and  
WASTE MANAGEMENT OF  
KANSAS, INC.**

THIS AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of July, 2025 (the "Effective Date"), by and between the City of Olathe ("City"), a political subdivision of the State of Kansas, and Waste Management of Kansas, Inc., a corporation (the "Contractor").

**RECITALS**

WHEREAS City is authorized to provide for collection and disposal of Solid Waste or contract thereof; and,

WHEREAS, City issued a Request for Proposals for Recycling Processing and Transfer Station Operation, Hauling and Disposal Services (RFP-25-0016) ("RFP"); and,

WHEREAS Contractor submitted a proposal in response to the RFP on or before the due date and time; The RFP is hereby incorporated into this Agreement as Exhibit \_\_\_\_; and,

WHEREAS City received and evaluated the proposals in response to the RFP; and,

WHEREAS City desires to hire Contractor to provide services specified here in after; and,

WHEREAS Contractor desires to provide those services specified hereinafter; and,

NOW THEREFORE, in consideration of the mutual agreements and covenants hereinafter contained the Parties hereby agree to as follows:

**SECTION 1: DEFINITIONS.**

As used, herein, the capitalized terms, phrases, words, and their derivations shall have the meanings as set forth herein.

**1.1 "Acceptable Solid Waste"** means Solid Waste as defined herein, and excluding Special Waste.

**1.2 "Agreement"** means this document, including any written amendment thereto, as agreed

upon by City and Contractor.

- 1.3 **"Applicable Law"** means any permits (including, but not limited to, the Special Use Permit), licenses, and approvals issued for or with respect to Contractor, equipment or properties (or any component thereof) utilized by Contractor, in the performance of Contractor's obligations hereunder, and any statute, law constitution, charter, ordinance, resolution, judgment, order, decree, rule, regulation, directive, interpretation, standard or similarly binding authority, which in any case, is or shall be enacted, adopted, promulgated, issued or enforced by a governmental body, regulatory agency and/or court of competent jurisdiction that relates to or affects City, Contractor, any of the equipment, or properties (or any component thereof) utilized by Contractor in the performance of Contractor's obligations hereunder.
- 1.5 **"Business Day"** means any day, Monday through Friday, from 8:00 AM, Central Time until 5:00PM, Central Time, which is not a holiday designated as such by the city in the Agreement.
- 1.6 **"Citizen Disposal Area"** means the area of the City Transfer Station designated by Contract Administrator that may be utilized by self-haul Customers for disposal of Solid Waste.
- 1.7 **"City"** means the City of Olathe, Kansas.
- 1.8 **"City Transfer Station"** means the facility owned by City and located at 1681 South Valley Road, Olathe, KS 66061 where Solid Waste is consolidated prior to being transported to a final Disposal Site. Appendix A, a map of the City Transfer Station, is incorporated herein.
- 1.9 **"City Vehicles"** means vehicles designed to haul Solid Waste collected by or on behalf of City.
- 1.10 **"Collect" or "Collection"** means the act of removing Acceptable Waste for transport to the City Transfer Station.
- 1.11 **"Commencement Date"** means October 1, 2025.
- 1.12 **"Composting"** means the controlled biological decomposition of organic matter into a soil amendment.
- 1.13 **"Container"** means receptacle, including, but not limited to a dumpster and roll-off, designated for the accumulation of Solid Waste.
- 1.14 **"Contract Administrator"** means the person, or his designee, designated by City to administer and monitor the provisions of this Agreement.
- 1.15 **"Contractor"** means Waste Management of Kansas, Inc
- 1.16 **"Construction and Demolition Waste"** means Solid Waste resulting from the construction, remodeling, repair and demolition of structures, roads, sidewalks and utilities; untreated wood and untreated sawdust from any source; treated wood from

construction or demolition projects; small amounts of municipal Solid Waste generated by the consumption of food and drinks at construction or demolition sites, including, but not limited to, cups, bags and bottles; furniture and appliances from which ozone depleting chlorofluorocarbons have been removed in accordance with the provisions of the federal clean air act; Solid Waste consisting of motor vehicle window glass; and Solid Waste consisting of vegetation from land clearing and grubbing, utility maintenance, and seasonal or storm-related cleanup. Such waste includes, but are not limited to, bricks, concrete and other masonry materials, roofing materials, soil, rock, wood, wood products, wall or floor coverings, plaster, drywall, plumbing fixtures, electrical wiring, electrical components containing no hazardous materials, non-asbestos insulation and construction related packaging.

"Construction and demolition waste" shall not include waste material containing friable asbestos garbage, furniture and appliances from which ozone depleting chlorofluorocarbons have not been removed in accordance with the provisions of the federal clean air act, electrical equipment containing hazardous materials, tires, liquid paint, drums, and containers even though such wastes resulted from construction and demolition activities. Clean rubble that is mixed with other construction and demolition waste during demolition or transportation shall be considered to be construction and demolition waste.

**1.17 "Customer"** means

(a) City; or

(b) any other person approved, in writing, by City for receipt of services from the Contractor via the City Transfer Station.

**1.18 "Disposal"** means the discharge, deposit, injection, dumping, spilling, leaking, or placing of any Solid Waste into or on any land or water so that such Solid Waste or any constituent thereof may enter the environment or be emitted into the air or discharged into any water.

**1.19 "Disposal Services"** means the Disposal of Solid Waste delivered by the Contractor from the City Transfer Station to the Disposal Site.

**1.20 "Disposal Site"** means any area permitted under all applicable local, state, and federal Laws and regulations for the Disposal of Solid Waste from more than one residential premises, or one or more commercial, industrial, manufacturing, or municipal operations. For purposes of this agreement, the Johnson County Landfill in Shawnee, Kansas shall be the Disposal Site to be used by Contractor unless an alternative Disposal Site is approved in writing by the Contract Administrator.

**1.21 "Diversion Programs"** means a program which materials are reused, Recycled, Composted, or otherwise diverted from Disposal.

**1.22 "Effective Date"** means the date set forth in the first sentence of this Agreement.

**1.23 "Excluded Materials"** means Special Waste, waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under

applicable federal, state, or local laws or regulations, or chemical or other properties 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, or any 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

- 1.24 **"Load"** means all materials from a vehicle discharged at the City Transfer Station.
- 1.25 **"Operating Day"** means any calendar day which Contractor operates the City Transfer Station.
- 1.26 **"Party"** means City or Contractor.
- 1.27 **"Proposal"** means the proposal submitted by Contractor on or about March 7, 2025, in response to the City's RFP. The Proposal is hereby incorporated into this Agreement as Exhibit \_\_\_\_.
- 1.28 **"Recyclable Materials"** means any materials that will be used or reused, or prepared for use or reuse, as an ingredient in an industrial process to make a product, or as an effective substitute for a commercial product. "Recyclables" includes, but is not limited to, paper, glass, plastic, municipal water treatment residues, as defined by K.S.A. 65-163 and amendments thereto, and metal, but does not include yard waste.
- 1.29 **"Recycle"** or **"Recycling"** means any process by which materials, including Recyclable Materials that would otherwise become Solid Waste are collected, separated, or processed and reused or returned to use in the form of raw materials or products.
- 1.30 **"Solid Waste"** means garbage, refuse, and other discarded materials, including, but not limited to, solid and semisolid waste materials resulting from industrial, commercial, agricultural and domestic activities. Solid Waste does not include the following:
- (a) waste tires as defined by subsection (m) of K.S.A. 65-3424, and amendments thereto.
  - (b) hazardous wastes as defined by subsection (t) of K.S.A. 65-3430, and amendments thereto.
  - (c) recyclables or the waste of domestic animals as described by subsection (a)(I) of K.S.A. 65-3409, and amendments thereto.
  - (d) any other type of waste excluded from municipal solid waste landfills by the Kansas Department of Health and Environment.
  - (e) waste excluded by any Special Use Permit ("SUP"), including, specifically, the Special Use Permit, as from time to time amended, granted by the City of Shawnee,

Kansas for the Johnson County Landfill Disposal Site, a copy of which is attached hereto as Exhibit "A"; and

(f) waste excluded by the Transfer Station license.

- 1.31 **"Special Waste"** means non-hazardous Solid Waste which requires special handling and documentation including, but not limited to, contaminated soil, sludge, and asbestos-containing material.
- 1.32 **"Transfer Tractor"** means an over-the-highway towing tractor that is suitably sized and powered to pull a fully loaded Transfer Trailer from the City Transfer Station to the Disposal Site under all road conditions.
- 1.33 **"Transfer Trailer"** means a road-worthy steel or aluminum waste transport trailer with minimum size of at least 48 foot long and 120 cubic yard capacity and with minimum 21-ton payload capacity designed specifically for transporting Solid Waste.
- 1.34 **"Transfer Building"** means the building at the City Transfer Station at which incoming Solid Waste is discharged by Customers and reloaded into Transfer Trailers by Contractor.
- 1.35 **"Transfer Station Operating Services"** means the operating of the City Transfer Station including, but not limited to, loading and consolidating Solid Waste received at the City Transfer Station in Transfer Trailers Contractor provides, shuttling empty and full Transfer Trailers between the Transfer Trailer parking area(s) and the Transfer Building loading chute; and hauling Solid Waste from the City Transfer Station to the Disposal Site. Transfer Station Operating Services excludes any services explicitly designated in the Agreement as the responsibility of City.
- 1.36 **"Unaccepted Waste"** means a portion of a Load that does not comply with the requirements of this Agreement.

## **SECTION 2: TERM OF AGREEMENT.**

This Agreement shall be effective at 12:00 AM, Central Time on the Effective Date. The Contractor shall commence Transfer Operating Services and Disposal Services at 12:00 AM, Central Time on the Commencement Date and shall terminate on December 31, 2030, at 11:59 PM, Central Time. PROVIDED, HOWEVER, that the term of this Agreement may be extended or renewed for up to three (3) additional five (5) year terms, by mutual agreement of the parties in writing no less than ninety (90) calendar days preceding the then current term's termination date. This provision in no way limits either party's rights to terminate this Agreement at any time during the term of this Agreement pursuant to the provisions of this Agreement.

## **SECTION 3: RIGHT TO USE CITY TRANSFER STATION.**

- 3.1 **Transfer Station Operating Services to City.** City grants Contractor the right to use the City Transfer Station for provision of Transfer Station Operating Services to City pursuant

to this Contract. City shall retain ownership of the City Transfer Station during the term of this Agreement and afterwards.

**3.2 Transfer Station Operating Services to Other Customers.** Contractor shall provide Transfer Station Operating Services at the City Transfer Station to all Customers approved by City. All Customers must complete the transaction, including, but not limited to weighing the vehicle, at the City Transfer Station scale house prior to delivering any materials to the Transfer Building.

#### **SECTION 4: DELIVERY OF ACCEPTABLE WASTE.**

**4.1** City agrees to use reasonable efforts to cause all Acceptable Solid Waste collected by or on behalf of City to be delivered to the City Transfer Station or one of the Disposal Sites, as designated in Section 7, excluding the following:

- (a) Construction and Demolition Waste; and
- (b) Excluded Materials.

This provision in no way guarantees any minimum amount of Acceptable Solid Waste.

**4.2** If the City anticipates sustained increases in the amount of Acceptable Solid Waste collected by or on behalf of the City to be delivered to the Transfer Station, the City agrees to provide Contractor with reasonable advance written notice of the increase so as to enable WM to adjust operations proactively and ensure continued service without disruption.

#### **SECTION 5: Administrative Charges.**

The Contractor understands that if the Contractor commits certain breaches of this Agreement, the city may suffer damages which are difficult to determine and adequately specify. The Contractor agrees that the city may assess the amounts specified below as administrative charges for the corresponding failure of the Contractor to fulfill its obligations. If assessed by the City, the specified administrative charges shall be the City's sole and exclusive remedy for the corresponding breach and/or failure. The Parties agree that the specified breaches described below are only for unexcused failures that are not attributable to the City, the City's contractors/subcontractors, and/or a force majeure event.

- (a) Failure to commence services on the Commencement Date of the Contract due solely to Contractor's failures/fault: \$1,000 per business day.
- (b) Failure by the Contractor to accept Acceptable Solid Waste during required hours of operation of the Transfer Station: \$50 per hour.
- (c) Failure by the Contractor to clear the Transfer Station enclosure floor of all Solid Waste at the end of the working day; provided, however, that administrative charges may not be assessed under this subsection if Contractor has obtained the City's prior approval to leave Solid Waste on the floor overnight: \$500 per night;

- (d) Knowingly accepting portions of a load that are Unaccepted Waste: \$25 per occurrence.
- (e) Failure to clean up any leakage of fluids spilled from Contractor's equipment in accordance with Section 17.1: \$25 per instance; and,
- (f) Failure by the Contractor to provide the city with the report described in Section 18: \$10 per late or missing Section 18 report.

The City shall notify the Contractor in writing or electronically of each act or omission in this Contract reported to or discovered by the City for which the City may assess administrative charges against Contractor.

## **SECTION 6: TRANSFER STATION OPERATING SERVICES.**

- 6.1 Location.** Contractor shall provide Transfer Station Operating Services, excluding those services identified as City provided services in Section 6.2, at the City Transfer Station throughout the term, of the Agreement.
- 6.2 City Provided Services.** City shall provide the following services at the City Transfer Station:
  - (a) Maintenance of the landscaping, excluding litter originating from Transfer Building, Contractor, or Contractor's provision of services.
  - (b) Operation and maintenance of the scale house, including the scales of the scale house.
  - (c) Regular calibration of its scales; and,
  - (d) Hauling of Containers from Citizen Disposal Area to Transfer Building.

City may in writing assume the responsibility for providing additional services at the City Transfer Station for a specified time period.

**6.3 Acceptance of Acceptable Waste.** Contractor shall accept all Acceptable Solid Waste delivered by or on behalf of City and City approved Customers to City Transfer Station. Contractor shall not accept Special Waste at the City Transfer Station.

**6.4 Storage of Solid Waste.** Contractor shall store all Solid Waste within (a) the enclosed area of the Transfer Building or (b) Transfer Trailers located at area of the City Transfer Station designated by Contract Administrator for such use. Unless Contractor receives prior written approval from Contract Administrator, Contractor shall ensure the Transfer Building is free of Solid Waste prior to the end of the hours of operation for each Operating Day, which shall be determined by Contractor. Contractor shall exercise care so as to prevent litter, odor, or other nuisance issues from occurring as a result of storage of Solid Waste and/or Transfer Station Operating Services.

**6.5 Minimum Access Requirements.** During all hours of operation, Contractor shall provide access for a minimum of three (3) vehicles designed to haul Solid Waste to simultaneously discharge

Acceptable Solid Waste at the City Transfer Station.

## **SECTION 7: DISPOSAL SERVICES.**

**7.1 Location.** Contractor shall provide Disposal Services at the Disposal Site located at the Johnson County Landfill, Shawnee, Kansas throughout the term of the Agreement unless an alternative Disposal Site is approved in writing by the Contract Administrator.

**7.2 Alternative Disposal Site.** If Contractor is unable to utilize the Disposal Site for any or all of the Acceptable Solid Waste due to Contractor's negligence, fault or willful misconduct, Contractor shall be solely responsible for the following:

(a) Procuring and utilizing an alternative Disposal Site, Rolling Meadows RDF; and

(b) Any and all increases in costs, including, but not limited to, transportation costs, Disposal costs, and capital and operational costs, associated with the alternative Disposal Site.

Subsections (a) and (b) above shall not apply if Contractor is unable to utilize the Disposal Site due to a force majeure event, the fault or action of the City or any other event or occurrence beyond Contractor's reasonable control.

**7.3 Acceptance of Acceptable Waste.** Contractor shall accept all Acceptable Waste delivered by or on behalf of City to Disposal Site.

## **SECTION 8: CAPACITY.**

**8.1 City Transfer Station.** Contractor shall be solely responsible for providing a minimum daily capacity at the City Transfer Station of five hundred (500) tons per Operating Day for the term of this Agreement including any optional renewal term. To the event that the Solid Waste accepted at the City Transfer Station exceeds five hundred (500) tons per Operating Day, City may restrict the use of the City Transfer Station by some or all Customers other than City.

**8.2 Disposal Site.** Contractor shall be solely responsible for providing sufficient capacity for providing Disposal Services in accordance with this Agreement for the term of this Agreement including any optional renewal term. Contractor may accept materials from other sources provided that acceptance of such materials shall not preclude or interfere with providing Disposal Services in accordance with this Agreement.

## **SECTION 9: INSPECTION OF LOADS AND UNACCEPTED WASTE.**

**9.1 Right to Inspect Loads.** Contractor may inspect for compliance with this Agreement each Load upon discharge at the Transfer Building at the City Transfer Station.

**9.2 Procedures for Unaccepted Waste.**

- (a) **Reasons for Unaccepted Waste.** Prior to departure from the City Transfer Station of the vehicle delivering such Load containing Unaccepted Waste, Contractor may designate that portion of a Load as Unaccepted Waste for the following reasons:
  - (i) Portion of a Load contains material not allowed by Applicable Law to be accepted at City Transfer Station or the Disposal Site; and
  - (ii) Portion of a Load contains material that does not meet the definition of Acceptable Solid Waste under this Agreement.

Contractor may not designate any portion of a Load as Unaccepted Waste for any reason other than those identified in this section, Section 9.2(a).

- (b) **Notice of Unaccepted Waste.** If Contractor designates a portion of a Load as Unaccepted Waste, Contractor shall provide written notice to the Contract Administrator within one (1) hour of discharge at (i) the City Transfer Station if Customer delivers Load to City Transfer Station or (2) the Disposal Site if City delivers Load to Disposal Site. Contractor shall provide detailed description and photographs evidencing the reason the portion of the Load was designated as an Unaccepted Waste. Contractor shall maintain the Unaccepted Waste separately from other material to afford City the right to inspect as provided in Section 9.2(c) of this Agreement. If Contractor fails to provide notice in accordance with this Section, Contractor shall accept the Unaccepted Waste. For purposes of this section, 9.2(b), written notice to the Contract Administrator shall be made to the Contract Administrator's business email address.
- (c) **Right to Inspect Unaccepted Waste.** Contractor shall retain the Unaccepted Waste for twenty-four (24) hours after receipt of written notice of Unaccepted Waste by Contract Administrator. The Contract Administrator may waive the right to inspect the contents of the Unaccepted Waste. Failure to inspect the contents of the Unaccepted Waste within this time frame shall be deemed a waiver of the right to inspect the contents of the Unaccepted Waste.
- (d) **Costs of Unaccepted Waste.** City shall manage the contents of the Unaccepted Waste. City shall not reimburse Contractor for any costs associated with the Unaccepted Waste.

## **SECTION 10: SCALES.**

City shall provide the scales for the City Transfer Station scale house and Transfer Building. City shall operate and maintain the scales at the scale house. Contractor shall operate, maintain, and replace the scales at the Transfer Building. Contractor shall provide, operate, maintain, and replace the scales at the Disposal Site. City and Contractor shall maintain such scales in accordance with the scale manufacturer's recommendations, including calibration of the scales the more frequent of semi-annually or scale manufacturer's recommendations.

## **SECTION 11: OTHER EQUIPMENT AND SUPPLIES.**

**11.1 City Provided Equipment.** City shall provide Contractor the following equipment to utilize exclusively for the provision of Transfer Station Operating Services at the City Transfer Station:

(a) Knuckle boom Crane: BUILT RITE Handler 2100SE, manufactured by Northshore Handler, purchased, and installed in 2017.

(b) Transfer Trailer Scale: Two Rice Lake OTR Scales 11 feet wide by 35 feet long (70 feet total length), installed in the top load bay of the Transfer Building January 2012.

Contractor shall be solely responsible for all maintenance and repairs, including, but not limited to, routine preventive maintenance and repairs, of the above City provided equipment. Contractor shall receive written approval from Contract Administrator prior to performing any maintenance or repairs on City provided equipment.

**11.2 Other Equipment and Supplies.** Contractor shall provide sufficient equipment and supplies to provide services in accordance with the Agreement, industry standards, and Applicable Laws but not less as specified herein. Contractor shall maintain at minimum the following equipment and supplies at the City Transfer Station:

(a) One (1) rubber-tire loader.

(b) One (1) yard tractor.

(c) A sufficient number of open-top, at least forty-eight (48) foot long and 120 cubic yard capacity transfer trailers suitably configured so that they are capable of carrying legal payloads of not less than twenty-one (21) tons of consolidated mixed municipal waste to meet the turnaround times described in Section 5.10. Trailers shall be equipped with self-unloading devices such as walking floors or pusher blades unless Vendor is also proposing on a Disposal Site which is equipped with tipping equipment.

(d) A sufficient number of transfer trailer tractors to meet the turnaround times described in Section 5.1

Contractor shall be solely responsible for all costs, including, but not limited to, furnishing, fuel and lubricants, and maintenance, of Contractor-provided equipment and supplies.

## **SECTION 12: OTHER EQUIPMENT APPEARANCE AND GENERAL OPERATION AND MAINTENANCE.**

**12.1 Appearance of Equipment.** Contractor shall ensure a well-maintained appearance for all equipment. Contractor (or its subcontractor(s)) shall mark all provided Transfer Trailer and Transfer Tractors with the name of the Contractor (or subcontractor(s)) and the unique identification numbers in numbers and letters not less than six (6) inches high in readily visible locations.

**12.2 General Operation and Maintenance of Equipment Requirements.** Contractor shall adhere to the following requirements.

- (a) Operate and maintain equipment in accordance with Agreement and Applicable Laws.
- (b) Obtain all permits, licenses, and approvals for operating and maintaining equipment.
- (c) Maintain all equipment in a clean, good operational and safe working condition.
- (d) Maintain Transfer Trailers in a clean, good operational and safe condition, including, but not limited to, damage to doors, floor, walls, and seals that would allow leakage of liquids and materials.
- (e) Maintain tarps in good order and use such tarps on loaded Transfer Trailers prior to exiting Transfer Building and when Transfer Trailers containing any Solid Waste are outside the Transfer Building until arrival at the Disposal Site.
- (f) Maintain City Transfer Station in a neat, orderly, litter free and odor-free manner.
- (g) Wash, sanitize and paint, all equipment utilized at the Transfer Station as often as necessary to preserve and present a well-maintained, clear appearance.
- (h) Wash and sanitize inside and outside of Transfer Trailers with a suitable disinfectant and deodorant a minimum of once a month.
- (i) Maintain Transfer Trailer top closures in good working order and use such top closures when transporting materials and when parked.
- (j) Wash, sanitize and paint, all Equipment as often as necessary to preserve and present a well-kept appearance.

**SECTION 13: CITY TRANSFER STATION INSPECTION REPORT, MAINTENANCE, AND CAPTIAL IMPROVEMENTS.**

**13.1 City Transfer Station Survey.** Prior to the Commencement Date and annually thereafter, City, solely at its own costs, may retain a consultant, reasonably approved by Contractor, to perform an inspection report. The inspection report will include all City-provided Equipment and the Transfer Building at the Transfer Station. Such inspection report will include, but not be limited to, the tipping floor, scales, doors, and knuckle boom. The inspection report will also include the various areas used by Contractor at the Transfer Station in performance of its obligations hereunder, including, but not limited to, the Transfer Building and trailer storage areas at the Transfer Station. The inspection report will review whether the City-provided Equipment, Transfer Building, and areas used by Contractor is being operated and maintained in accordance with industry standards and not subject to excess wear and tear. If the City-provided Equipment, Transfer Building, and areas used by Contractor are not being operated in accordance with Agreement and industry standards and not subject to excess wear and tear, Contractor, at its sole expense, will promptly address the issues.

**13.2 City Transfer Station Maintenance.** Contractor shall be responsible for maintenance, including, but not limited to repairs and replacement, excluding maintenance and repairs to

doors and any structures existing on the property as of the Effective Date, HVAC, plumbing, electric, or other maintenance and repairs explicitly designated in Section 13.3., Section 6.2 and Section 10 as the responsibility of City. Contractor shall be solely responsible for maintaining the City Transfer Station so as to meet all current and future Applicable Laws. Contractor shall maintain the City Transfer Station in a neat orderly, litter-free manner, and take such steps as may be reasonably necessary to minimize odors.

**13.3 Capital Improvements to City Transfer Station.** City is solely responsible for assessing the need for and performing capital improvements to the City Transfer Station, including, but not limited to the Transfer Building. City may implement the improvements itself working with design consultants and construction contractors and vendors where appropriate, or it may ask Contractor to undertake some or all of the improvements, subject to Contractor's written express approval.

In the event any capital improvement project undertaken by City substantially interferes with Contractor's operation of the City Transfer Station or requires the temporary closure of the City Transfer Station, including, but not limited to the Transfer Building, City will work with Contractor to minimize by reasonable means the impact of such on the Contractor's operations. City shall ensure that capital improvements to the Transfer Station do not adversely impact Contractor's Transfer Station Operations or otherwise impair Contractor's access to the tipping floor.

## **SECTION 14: PERSONNEL**

**14.1 City Provided Personnel.** City shall provide the following personnel to support the agreement.

- (a) **Scale Facility Operator.** The Scale Facility Operator shall oversee weighing of vehicles, receipt of fees, and other related tasks as determined by City.
- (b) **Maintenance Worker.** The Maintenance Worker shall be responsible for maintenance, litter control, and general grounds keeping of the City Transfer Station, excluding the Transfer Building. The Maintenance Worker shall also be responsible for hauling Containers from Citizen Disposal Area to the Transfer Building.
- (c) **Solid Waste Manager.** The Solid Waste Manager, or his/her designee, shall oversee and manage the work of the Scale House Operator and Maintenance Worker and be the primary point of contact for Contractor.

City provided personnel shall report to City. Contractor shall not be responsible for or have authority over City provided personnel.

**14.2 Other Personnel.** Contractor shall provide sufficient personnel to provide services in accordance with the Agreement, industry standards, and Applicable Laws but not less as specified herein. Contractor shall maintain at minimum two (2) full-time, on-site personnel at the City Transfer Station. One or more of such persons shall be designated as the site manager, who shall be available to City on a twenty-four (24) hour basis. Contractor shall

ensure all personnel are qualified, competent, and reliable.

Within thirty (30) days after the date of this Agreement, Contractor will designate the site manager who will be responsible for transition support, including, but not limited to development and implementation of the Transition Plan set forth in **Exhibit A**, attached hereto and incorporated herein by reference.

Contractor's site manager will also be empowered to make decisions and act on behalf of the Contractor. Contractor's site manager shall be physically at the City Transfer Station during hours of operation for Transfer Station Operating Services with the exception of trainings, vacation, sick time, other similar personal time off, and other time approved by Contract Administrator. Contractor shall notify Contract Administrator, via Contract Administrator's business email address, prior to site manager not being physically at the City Transfer Station. Contractor shall (a) provide such notice to Contract Administrator a minimum of forty-eight (48) hours or promptly upon unscheduled event causing site managers not being physically at the City Transfer Station during hours of operation and (b) identify the start date, end date, and alternative full-time, on-site site manager authorized to be in charge of operations under this Agreement and to make decisions and act on behalf of the Contractor.

Contractor shall notify City within a reasonable amount of time not to exceed forty-eight (48) hours of change to Contractor's site manager. Contractor shall be solely responsible for all costs, including, but not limited to, salary and benefits, of Contractor-provided personnel.

**14.3 General Personnel Requirements.** Contractor shall adhere to the following requirements. City may require Contractor to remove any employee or subcontractor who does not meet the following criteria.

- (a) Contractor shall hire and maintain qualified, competent, and reliable personnel to provide service under this Agreement.
- (b) Contractor shall ensure that each employee and subcontractor understands and observes the Agreement and Applicable Laws.
- (c) Contractor shall provide regularly scheduled, on-going operating and safety training for all employees and subcontractors. Such training shall be mandatory and held not less often than once (1) per month. Training manuals, schedules, and attendee lists shall be maintained at the local office and available for review at any time by City on a confidential basis, subject to the disclosure requirements of the Kansas Open Records Act and/or other applicable law.
- (d) Contractor shall furnish each employee and subcontractor providing services under this Agreement with personal protective equipment and other appropriate safety equipment.
- (e) All Contractor's employees and subcontractors shall treat all persons with whom they come in contact in performance of services under this Agreement in a polite

and courteous manner.

## **SECTION 15: HOLIDAYS, HOURS OF OPERATION, EMERGENCY RESPONSE SUPPORT.**

- 15.1 Holidays.** For purposes of this Agreement, the Contract Administrator and Contractor designate Thanksgiving, Christmas, and New Year's Day as observed holidays. The City Transfer Station shall be closed on all holidays designated here in. The holidays may be changed by mutual agreement of the parties in writing.
- 15.2 Hours of Operation.** Contractor shall provide Transfer Station Operating Services and Disposal Services during hours of operation sufficient to support the requirements as set forth in this Agreement. At a minimum, Contractor shall provide Transfer Station Operating Services and Disposal Services from Monday through Friday, 7:00 AM, Central Time to 4:00 PM, Central Time and Saturday, 7:00 AM, Central Time to 12:00 PM, Central Time unless Contract Administrator provides prior written approval otherwise. Upon City's request and with seven (7) days' notice to Contractor, Contractor shall extend the hours of operation Monday through Friday, 7:00 AM, Central Time to 5:00 PM, Central Time, and Saturday, 7:00 AM, Central Time to 2:00 PM, Central Time. Any other modification of the Transfer Station Hours of Operation, such as for holidays within the week and emergency events, shall be made only by mutual agreement of the parties.
- 15.3 Emergency Response Support.** Contractor shall, upon request of the Contract Administrator and with reasonable notice, extend the hours of operation for Transfer Station Operating Services and Disposal Services due to emergency response.

## **SECTION 16: DAMAGE TO PROPERTY.**

Contractor shall take all necessary precautions to protect public and private property during the performance of this Agreement. Contractor shall repair or replace any private or public property at the Transfer Station which is damaged by Contractor. If the loss or damage is expected to be in excess of One Thousand Dollars (\$1,000), Contractor shall notify the Contract Administrator of damage to private or public property at the Transfer Station within forty-eight (48) hours of the earlier of knowledge or notice to Contractor of such damage. In addition, Contractor shall make a reasonable effort to contact the owner of the private or public property which is damaged at the Transfer Station within forty-eight (48) hours of the earlier of knowledge or notice to Contractor of such damage. Such property damages caused by Contractor shall be resolved by Contractor either by repair or replacement, at no charge to the property owner, within a reasonable amount of time agreed upon by property owner, City and Contractor, and any replacement of property shall be accomplished with property of the same or equivalent value at the time of the damage.

If Contractor fails to address the repair or replacement of damaged public or private property at the Transfer Station within agreed upon time frame, and the Contract Administrator and/or City receives a complaint and/or claim from the damaged party, the Contract Administrator may, but shall not be obligated to, repair or replace such damaged property, and the cost of doing so shall be deducted from payments to be made to Contractor by City.

In the event of a casualty loss to the Transfer Station, which either substantially interferes with the Transfer Station Operating Services or results in temporary closure, for which neither party is responsible, City shall restore the Transfer Station as soon as reasonably practicable. City will not compensate Contractor for operating the Transfer Station during the restoration period but will direct haul to the Disposal Site so long as the Disposal Site is operational (subject to Force Majeure).

## **SECTION 17: SPILLAGE, LEAKAGE, LITTER AND ODOR, AND OTHER NUISANCES.**

- 17.1 Spillage and Leakage.** Contractor shall clean up any materials including leakage of fluids spilled from Contractor's equipment, or by Contractor's employees or subcontractors while performing services pursuant to this Agreement. Contractor shall take reasonable steps to ensure all materials shall be contained, covered, and enclosed so that leaking, spilling, and blowing of materials does not occur. Contractor shall tarp all Transfer Trailers prior to exiting Transfer Building and when Transfer Trailers containing any Solid Waste are outside the Transfer Building. Contractor shall be responsible for the cleanup of any spillage or leakage caused by Contractor's equipment or Contractor's employees or subcontractors. Contractor shall perform all clean-ups within twenty-four (24) hours of the earlier of either the (a) notification of spillage or leakage or (b) knowledge of spillage or leakage by Contractor or Contractor's employees or subcontractors.
- 17.2 Litter.** Contractor shall be required to pick up any and all litter caused by the provision of services in connection with this Agreement.
- 17.3 Odor.** Contractor shall maintain City Transfer Station and Disposal Site and equipment found in City in a manner that minimizes odors.
- 17.4 Other Nuisances.** Contractor shall ensure nuisances are not caused by Contractor's equipment, or by Contractor's employees or subcontractors while performing services pursuant to this Agreement.

## **SECTION 18: COMPLAINTS, ACCIDENTS, VIOLATIONS.**

For each complaint, accident or violation, Contractor shall prepare a report including:

- (a) Date and time complaint, accident, or violation.
- (b) Identification of the person/entity who issued the complaint or violation or person involved in the accident.
- (c) Contractor's opinion of the complaint, accident, or violation as legitimate or non-legitimate.
- (d) Date, time, and action taken to resolve complaint, accident, or violation.
- (e) Name of responsible contact at Contractor's location regarding the accident, or

violation; and

- (t) Measures taken to prevent such future complaint, accident, or violation.

Contractor shall submit the report, in a format approved by the Contract Administrator, to Contractor Administrator prior to 10:00 AM, Central Time Zone on the first business day following complaint, accident, or violation and shall maintain a database of all complaints, accidents, or violations.

#### **SECTION 19: OPERATIONS AND COMMUNICATIONS PLAN.**

No later than ninety (90) calendar days prior to the Commencement Date, Contractor shall submit to the Contract Administrator for approval an Operations and Communications Plan, consistent with the requirements as set forth in this Agreement.

#### **SECTION 20: TRANSITION SUPPORT.**

Contractor understands, acknowledges, and agrees that a smooth transition from one provider(s) to another is essential for the health and safety of City and its residents. Contractor understands, acknowledges, and agrees that the failure of Contractor to timely and promptly transition the services provided pursuant to this Agreement and Transition Plan may create serious health and safety issues for City and its residents. Contractor understands, acknowledges, and agrees that City does not possess the necessary manpower or equipment to provide the services to be provided by Contractor pursuant this Agreement.

Contractor shall cooperate fully and timely with City and any previous and subsequent provider(s) in any transition of services to be provided by Contractor per this Agreement and the Transition Plan as more particularly set forth in **Exhibit A**. Contractor shall cooperate fully with City in:

- (a) The transition to Contractor providing services upon the Commencement Date of this Agreement.
- (b) The transition from Contractor to subsequent person(s) or City providing services upon expiration of the Initial Term or optional renewal term; and,
- (c) The transition from Contractor to subsequent person(s) or City providing services upon termination of the Agreement.

#### **SECTION 21: UTILITIES.**

Contractor shall be responsible for the cost of all utilities for Transfer Building. The City shall be responsible for the cost of all other utilities not explicitly designated in the Agreement as the responsibility of Contractor.

#### **SECTION 22: TAXES, SURCHARGES, LEVIES, AND OTHER ASSESSMENTS.**

Subject to Section 28.2(b) for fee adjustments related to changes in or new Applicable Law, Contractor shall be solely responsible and liable for all taxes, surcharges, levies, and other

assessments involved and/or related to performance of work under this Agreement.

## **SECTION 23: RECORDKEEPING, REPORTING, AND REPORTING FORMAT.**

**23.1 Recordkeeping.** Contractor shall create, maintain, and make available records as defined in and/or required by Applicable Law, and any reports reasonably necessary to:

- (a) Document actions taken by Contractor relating to Transition Plan as hereinafter described. A monthly summary shall also be submitted to City or its representative.
- (b) Document employee and subcontractor training by description of training, date of training, time of training, names of personnel who attended training, name of training instructor, and other information as requested by Contract Administrator. A monthly summary shall also be submitted to City or its representative.
- (c) Document Load deliveries from City Transfer Station to Disposal Site by time delivered to Disposal Site, tonnage of material delivered, and other information as requested by Contract Administrator. A monthly and annual summary shall also be submitted to City or its representative in Excel and pdf formats.
- (d) Document maintenance records of all City provided equipment and City Transfer Station by description of maintenance, date of maintenance, cost of maintenance, name of vendor that performed maintenance, and other information as requested by Contract Administrator. A monthly and annual summary shall also be submitted to City or its representative.
- (e) Such other documents and reports as City may reasonably require verifying compliance with the Agreement or to meet City's reporting requirements with the State. A monthly and annual summary shall also be submitted to City or its representative.

All of Contractor's records shall be available to Contract Administrator at reasonable times and places throughout the term of this Agreement and for a period of five (5) years after last or final payment. The terms of Section 23.1 shall survive the termination or expiration of this Agreement.

### **23.2 Reporting.**

- (a) **Transition Plan.** No later than sixty (60) calendar days after the Effective Date, Contractor shall finalize with the Contract Administrator for approval the Transition Plan *as* more particularly set forth in Exhibit A, consistent with the transition support requirements set forth in this Agreement.
- (b) **Monthly Reports.** Contractor shall submit all monthly reports to the Contract Administrator within seven (7) calendar days following the end of each calendar month. The contents of such monthly reports are those identified as such in Section 23.1 of this Agreement.
- (c) **Annual Reports.** Contractor shall submit all annual reports to the Contract Administrator within thirty (30) calendar days following the calendar year end. The

contents of such annual reports are those identified as such in Section 23.1 of this Agreement.

- (d) **Report Format.** Within sixty (60) calendar days of the Effective Date, Contractor shall submit to the Contract Administrator for his/her approval the format and sample contents of the records to be maintained and the reports to be generated in fulfillment of the requirements of the Agreement. Contractor shall submit all reports in electronic and hard copy format approved by the Contract Administrator.

## **SECTION 24: VISITATION RIGHTS, INSPECTION RIGHTS AND RIGHT TO AUDIT.**

**24.1 Visitation Rights.** City shall have the right to have its representative present at the City Transfer Station and Disposal Site to observe and monitor Contractor's compliance with the provisions of this Agreement, provided that such observation monitoring shall be conducted in a manner to minimize interference with Contractor's operations.

**24.2 Inspection Rights.** City's Right to Inspect Records, Books, Data and Documents. City shall have access to, for the purpose of inspection and audit, all books, records, data, and documents of Contractor to reasonably determine compliance with this Agreement, at City's own expense and on a confidential basis (subject to the disclosure requirements of the Kansas Open Records Act).

City's Rights to (inspect Facilities and Equipment. City shall have access, upon twenty-four (24) hours' advance written notification to Contractor, to inspect Contractor's facilities and equipment as City deems reasonably necessary to determine whether the facilities and equipment provide the services required to be provided by Contractor under this Agreement and fulfill the terms hereof. City shall conduct the inspection of facilities and equipment during regular hours of operation. Contractor shall make available to City all reasonable facilities and assistance to facilitate the performance of inspections of facilities and equipment by City.

**24.3 Right to Audit.** The Parties agree that Contractor's books, records, documents, accounting procedures, practices, price lists or any other items reasonably related to compliance with this Agreement are subject to inspection, examination, and copying by City or its designees, on a confidential basis (subject to the disclosure requirements of the Kansas Open Records Act). Contractor is required to retain all records related to this Agreement for the duration of the term of this Agreement and a period of five (5) years following expiration and/or termination of the Agreement. If an audit, litigation or other action involving such records begins before the end of the five (5) year period, the records shall be maintained until for five (5) years after the date that all issues arising out of the audit, litigation or other action are resolved or until the end of the five (5) year retention period, whichever is later. The terms of this Section 24.3 shall survive the termination or expiration of this Agreement.

## **SECTION 25: TITLE TO WASTE.**

Contractor and City agree that title to Acceptable Solid Waste shall transfer to the Contractor upon acceptance by Contractor at the City Transfer Station, i.e., when the Contractor can no longer

designate a portion of a Load as Unaccepted Waste. Contractor and City agree that under no circumstances shall title to Solid Waste other than Acceptable Solid Waste transfer to the Contractor.

## **SECTION 26: SECURITY.**

Contractor shall be solely responsible for security of the Acceptable Solid Waste after acceptance at the City Transfer Station under this Agreement. Contractor shall maintain adequate security at the City Transfer Station and during transportation to the Disposal Site.

## **SECTION 27: PERMITS AND LICENSES.**

Contractor agrees to procure and maintain at Contractor's sole expense, all necessary permits and licenses required by Applicable Law for the performance of work under this Agreement, including, but not limited to, the City Transfer Station permit from the Kansas Department of Health and Environment and a special use permit from the Johnson County to operate the City Transfer Station. Contractor shall be solely responsible for procuring and maintaining permits, licenses, and fines, civil penalties, and other judgments for violations of permits and licenses by Contractor. Contractor shall provide the City a copy of its certificate of good standing to conduct business in the State of Kansas with this Agreement.

## **SECTION 28: FEES, FEE ADJUSTMENTS, AND PAYMENT.**

### **28.1 Fees.**

- (a) **Fees at City Transfer Station.** Contractor and City agree that City shall, at the sole discretion of City, determine and charge fees at the City Transfer Station. City reserves the right to determine and charge Customers different fees at the City Transfer Station.
- (b) **Fees to be Paid to Contractor.** For Acceptable Solid Waste delivered by Customers to and accepted by Contractor at City Transfer Station, City shall pay Contractor a Transfer Station Operating Services Fee and Disposal Fee for each outgoing ton of Solid Waste based on the scale at the City Transfer Station Transfer Building. For Acceptable Solid Waste delivered by or on behalf of City to Disposal Site, as designated in Section 7, and accepted by Contractor at such Disposal Site, City shall pay Contractor a Disposal Fee only for each ingoing ton of Acceptable Solid Waste based on the scale at the Disposal Site. Contractor shall not receive payment for any fees other than those specifically authorized in **Exhibit B**, attached hereto, and incorporated herein by reference.

### **28.2 Fee Adjustments.** Contractor and City agree that fees shall not be adjusted other than as explicitly authorized in this Section.

- (a) **Annual Adjustment.** The Transfer Station Operation, Hauling, and Disposal Fee at the Disposal Site, and the Host Fee (if applicable) shall remain fixed from the execution of the Contract through December 31, 2026. On January 1, 2027 and every January 1 thereafter for the term of the Contract, these fees may be increased or decreased based on the year-over-year percentage change in the U.S. Consumer Price Index: Garbage and Trash Collection, U.S. City Average, All Urban Consumers, Not Seasonally Adjusted. The year-over-year percentage change

shall be calculated using the average of the monthly values over the two previous 12-month periods ended November. The fee adjustment shall not exceed five percent (5.00%) per year. Fees shall not be adjusted other than explicitly authorized in the Contract.

- (b) **Change in Applicable Law Adjustment.** Fees as established in Exhibit B may with approval of City Council be increased according to this section upon a change in or new Applicable Law that increases the costs in connection with performances of services hereunder. The adjustment shall be equal the costs amortized over the reasonable useful life of the cost. The adjustment shall be based only upon the actual amount of the increase in cost and shall not include any profit factor.

**28.3 Invoicing.** Contractor shall invoice City in accordance with this Agreement and then-current fees as reflected in **Exhibit B**. Contractor shall not invoice City or other Customers for any fees other than those specifically authorized in this Agreement.

**28.4 Payment.** Within 15 business days after receipt of an invoice from Contractor, City shall pay Contractor the Transfer Station Operation Fee and Disposal Fee for services performed during the prior calendar month less any disputed amounts.

## **SECTION 29: INTENTIONALLY OMITTED.**

## **SECTION 30: PERFORMANCE BOND.**

Contractor shall one month or more prior to Commencement Date, the Contractor shall make, execute, and deliver to City a good and sufficient Performance Bond in a form reasonably approved by City, to secure the full, complete, and faithful performance of the terms and conditions herein. Such Performance Bond shall be in the amount of One Million Dollars (\$1,000,000.00) and shall be renewed each year thereafter throughout the term of the Agreement. Upon providing a notice of termination in accordance with Section 33, below, City may enforce the rights available to it under the Performance Bond.

Contractor shall ensure the Performance Bond shall be signed by the President or General Officer of the Contractor, together with the signature of the corporate secretary and the corporate seal. The surety shall be a surety company duly authorized to do business in the State of Kansas; having an "A" or better rating by A. M. Best or Standard and Poor's; included on the list of surety companies approved by the Treasurer of the United States of America; and acceptable to the City.

## **SECTION 31: INSURANCE REQUIREMENTS.**

**31.1 Procure and Maintain Required Insurance.** Contractor shall procure, and maintain as required, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this Agreement. The cost of such insurance shall be included in the Contractor's proposal.

### **31.2 Coverages and minimum limits.**

- (a) **Commercial General Liability:** [ISO "occurrence" form or its equivalent] \$1,000,000 per occurrence limit and products - completed operations limit. Any general aggregate limit should be at least \$2 million.
- (b) **Business Auto Coverage:** (Owned, hired and non-owned autos) \$1,000,000 per

occurrence limit.

- (c) **Workers Compensation and Employers Liability:** Workers' compensation limits as required by the statutes of the state of Kansas and employers' liability limits of \$500,000/\$500,000/\$500,000. When workers compensation insurance policy is applicable "other states" coverage is required.
- (d) **Umbrella Liability:** Minimum limit of \$5,000,000 excess of Commercial General Liability and Automobile Liability.
- (e) **Exposure Limits:** The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of the Contractor nor has City assessed the risk that may be applicable to Contractor. Contractor shall assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverages. The Contractor's insurance shall be primary, and any insurance or self-insurance maintained by City shall be excess and not contribute with the coverage maintained by Contractor.

**31.3 Additional Insured.** City shall be listed by ISO endorsement or its equivalent as additional insureds for the project. Any and all coverage available to the named insured is applicable to the additional insured. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**31.4 Verification of Coverage.**

- (a) A certificate of insurance accompanied by an additional insured ISO form endorsement (CG 20 10; and CG 20 37) or equivalent effecting the coverage required by City which includes products and completed operations.
- (b) The insurance coverages are to be provided by Kansas admitted insurance companies with a Best's rating of at least A-: VII. Those not admitted must be approved by City.
- (c) Any and all deductibles or self-insurance in the above describes coverages shall be the responsibility and at the sole risk of the Contractor.
- (d) The commercial general liability policy shall not contain an endorsement excluding contractual or completed operations liability.
- (e) When any of the foregoing insurance coverages are required to remain in force after final payment, an additional certificate with appropriate endorsements evidencing continuation of such coverage shall be submitted along with the application for final payment.
- (f) Any coverage provided by a Claims-Made form policy must contain a three-year tail option, extended reporting period, or must be maintained for three years post contract.

**31.5 Cancellation.** Each insurance policy required by this clause shall not be cancelled by either party; except after thirty (30) calendar days' written notice has been given to City.

**31.6 Subcontractors.** All coverages for subcontractors shall I be subject to all of the requirements stated herein.

## **SECTION 32: FORCE MAJEURE.**

Except for any payment obligation by either Party, if City or Contractor is unable to perform, or is delayed in its performance of any of its obligations under this Agreement by reason of an event of Force Majeure , such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for City or Contractor to correct the adverse effect of such event of Force Majeure.

An event of Force Majeure shall mean the following events or circumstances to the extent that they delay City or Contractor from performing any of its obligations (other than payment obligations) under this Agreement:

- (a) Acts of God, tornadoes hurricanes, floods, fires, and explosions (except those caused by negligence of Contractor, its agents, or assigns), landslides, earthquakes, epidemics, quarantine, and pestilence; and
- (b) Acts of public enemy, acts of war, terrorism, effects of nuclear radiation, blockades, riots, civil disturbances, or national or international calamities; and
- (c) Inclement weather which causes the Transfer Station to be closed.

Force majeure shall not include labor unrest (e.g., strikes, lockouts, or other labor disturbances) or inclement weather which does not cause the Transfer Station to be closed.

In order to be entitled to the benefit of this Section, a Party claiming an event of Force Majeure shall be required to give prompt written notice to the other Party specifying in detail the event of Force Majeure and shall further be required to use its best efforts to cure the event of Force Majeure. The Parties agree that, as to this Section time is of the essence. Notice of using this section will also require an estimate of the amount of time needed.

## **SECTION 33: TERMINATION/DEFAULT.**

**33.1 Termination for Convenience.** This Agreement may be terminated by the City or Contractor upon one hundred and eighty (180) days advance written notice to the other party; but if any work or service is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the City until said work or services are completed and accepted.

**33.2 Termination for Cause.** Either party may terminate this Agreement for default on the

part of the other party. The terminating party shall give the other party thirty (30) calendar days written notice to cure the default and specify the nature of the default. So long as the party receiving notice cures the default within said thirty (30) calendar days (or such longer time as may be reasonable, if the receiving party is diligently pursuing a cure), this Agreement shall not be terminated. Termination by City for cause, default, or negligence on the part of the Contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty calendar days advance notice requirement is waived in the event of termination for cause.

City may terminate this Agreement without notice and liability to Contractor and pursue all of its legal, contractual, and equitable remedies if any of the following events occur:

- (a) The filing of a voluntary petition for bankruptcy by or on behalf of the Contractor, or the filing of an involuntary petition for bankruptcy relief against the Contractor, which is not dismissed or otherwise Disposed of to the City's satisfaction within thirty (30) calendar days thereafter; or
- (b) The appointment of a receiver of all or any substantial part of its property, and the failure of such receiver to be discharged within sixty (60) calendar days thereafter.

**33.3 Termination Due to Unavailability of Funds.** When funds are not appropriated or otherwise made available to support continuation of performance by the Governing Body of the City, this Agreement may be cancelled at the discretion of City.

#### **SECTION 34: DISPUTE RESOLUTION.**

The parties shall endeavor to settle all disputes under, or relating to, this Agreement by amicable negotiations. Except as otherwise provided here in, any claim, dispute, disagreement, or controversy that arises among the parties under or relating to this Agreement that is not amicably settled shall be submitted to mediation. If the parties remain unable to resolve the controversy through mediation, then the claim, dispute, disagreement, or controversy may be resolved by pursuing the action in the Courts.

#### **SECTION 35: INDEMNIFICATION.**

Contractor shall agree to indemnify and hold harmless the City, its departments and divisions, its employees and agents, from any and all Loss where Loss is caused or incurred as a result of the intentional misconduct, recklessness, negligence, or other actionable fault of the Contractor (or by any person acting for the Contractor or for whom the Contractor is responsible).

#### **SECTION 36: MISCELLANEOUS.**

**36.1 Compliance with Laws.** Contractor, its officers, agents, employees, contractors, and subcontractors, shall abide by and comply with Applicable Law including all existing laws and laws which may be enacted by the federal, state, and local governments. It is expressly agreed that nothing in this Agreement shall be construed in any manner to abridge the right of City to pass or enforce necessary police and health regulation for the protection of its

inhabitants. It is further agreed and understood that, if City calls the attention of Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, or subcontractors, then Contractor shall immediately desist from such activity and correct such violation.

**36.2 Personnel Practices.** Contractor must comply with K.S.A. 44-1030 et seq., mandatory provisions of the Kansas Acts Against Discrimination as applied to state and local government contracts, which: (1) precludes discrimination against any person in the performance of work under this contract because of race, religion, color, sex, national origin or ancestry; (2) require solicitations or advertisements for employees include the phrase "equal opportunity employer"; and (3) allows City to terminate their contract for default if provisions of the act are violated.

Chapter 2.44 of the Olathe Municipal Code also prohibits discrimination against individuals in the performance of this Agreement as a matter of concern to City since such discrimination threatens not only the rights and privileges of the inhabitants of City but menaces the institutions and foundations of a free democratic state. Section 2.44.070.D. of the Olathe Municipal Code specifically includes the following conditions as applicable to this Agreement:

(1) The supplier or contractor shall not discriminate against any person in the performance of work under the contract because of race, religion, color, sex, disability, national origin, or ancestry.

(2) In all solicitations or advertisements for employees, the supplier or contractor shall include the phrase, "Equal Opportunity Employer," or a similar phrase to be approved by the Community Relations Manager.

(3) If the supplier or contractor fails to comply with the provisions of this Section, the supplier or contractor shall be deemed to have breached the contract and it may be rescinded, terminated, or suspended in whole, or in part, by the Governing Body.

(4) The supplier or contractor shall include the provisions of this Section in every subcontract so that such provisions will be binding upon such subcontractor.

The City of Olathe actively supports the Immigration & Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). Contractor shall establish appropriate procedures and controls so no services or products in response to this TFB will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

**36.3 Assignment.** Contractor is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or its rights, title or interest therein, or its power

to execute such Agreement to any other person, agent broker, company or corporation without the expressed written consent of City, which consent shall not be unreasonably withheld, conditioned or delayed.

- 36.4 W-9 Requirement.** The City of Olathe requires a Form W-9 (Request for Taxpayer Identification Number and Certification), updated annually, from all contractors that do business with the City of Olathe. The Form W-9 verifies the Tax Identification Number of the Contractor in order that City can correctly report to the IRS all funds paid to the Contractor. Form W-9 can also be found at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>. No payment shall be made to Contractor without a current W-9 form being received by the City of Olathe.
- 36.5 Titles, Subheads and Capitalization.** Title and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of this Agreement. Some terms are capitalized throughout this Agreement but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.
- 36.6 Governing Law.** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. Venue for any action shall be in Johnson County, Kansas.
- 36.7 Severability.** Should any portion of this Agreement be deemed invalid or unenforceable to any extent, the Parties hereto agree that such provision shall be amended to the minimum extent necessary to make such provision enforceable, and the remainder of this Agreement shall not be affected thereby.
- 36.8 Attorney Fees and Court Costs.** In the event suit is filed by either party as a result of the performance or non-performance of the terms set forth in this Agreement the prevailing party shall recover its attorney fees and court costs.
- 36.9 Notices.** All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given (i) if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (ii) by delivering same in person to the intended addressee (iii) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee, or (iv) by prepaid telegram, telex, or facsimile to the addressee. Notice so mailed shall be effective upon its deposit with the United States Postal Service or any successor thereto; notice sent by such a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective only if and when received at the office or designated place or machine of the intended addressee. Notwithstanding anything contained herein to the contrary, any notice of default under this agreement must be both (i) mailed by Certified Mail, Return Receipt Requested and (ii) faxed to the alleged defaulting party to constitute proper notice hereunder. For purposes of notice, the addresses of the parties shall be as set forth below; provided, however, that either party shall have the right to change its address for notice hereunder to any other

location within the continental United States by the giving of thirty (30) calendar days' notice to the other party in the manner set forth herein.

If to the City, at: Olathe Public Works Dept.  
P.O. Box 768  
Olathe, KS 66051-0768  
Attn: Public Works Director

With a copy to: City of Olathe  
Attn: City  
Attorney  
P.O. Box 768  
Olathe, KS 66051-0768

If to the Contractor at: Waste Management  
2601 Midwest Dr  
Kansas City, KS 66111  
Attn:

with a copy to:

or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

**36.10 Entire Agreement and Amendments.** This Agreement and all other documents and exhibits included by reference herein, constitutes the entire Agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. If there is a conflict between the RFP, this Agreement and Proposal, the Proposal shall govern. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both Parties to this Agreement.

**36.11 Ambiguity.** If any ambiguity, inconsistency, or conflict arises in the interpretation of this Agreement, the same shall be resolved by reference first to the terms and conditions of this Agreement and any exhibits attached hereto.

The parties here to have caused this Agreement to be executed on the dates specified below.

**Waste Management of Kansas, Inc.**

**City of Olathe, Kansas**

Signature:



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

Printed  
Name:

Brad Pollock

Title:

President

Date:

7/30/2025

Printed  
Name:

Title:

Date:

## **EXHIBIT A Transition Plan**

### **Equipment and Personnel**

WM will be fully prepared to deliver all contracted services in accordance with the terms of the Agreement.

WM will deploy the necessary equipment and personnel to perform the services set forth in the Agreement.

- Heavy equipment described in Section 11.2 will be delivered to the Transfer Station by the Commencement Date
- All personnel essential to operating the Transfer Building will be on-site and ready on the Commencement Date.

## EXHIBIT B

### **Per ton Fee Transfer Station Services:**

Proposed Fee (per ton) – Transfer Station Operation,  
Hauling, and Disposal Services: \$38.20 /ton

The city will compensate WM with a per-ton fee for disposal, only as needed, in response to Transfer Station expansion, facility upgrades, or unforeseen closures. This disposal fee will include all applicable taxes and charges.

Disposal Fee (per ton) Only: \$30.00/ton

If the City assumes operation of the transfer station and handles hauling to the disposal facility, it will compensate WM with a per-ton fee exclusively for disposal. This fee will include all applicable taxes and charges. Disposal Fee (per ton) Only: \$24.50/ton

Per-ton fee paid to the City for WM’s use of additional Transfer Station capacity for WM’s own transload purposes - \$3.00 per transload ton.

### **Fuel Surcharge**

In the event that the price of fuel deviates from the threshold price per gallon a mileage-based fuel surcharge (or discount) shall be applied on a per haul basis. The surcharge will increase or decrease by one cent (\$.01) per mile for every 5-cent increase or decrease in the price of diesel fuel above or below the threshold price of \$3.00 per gallon. Calculations shall be made the first day of each week based upon the United States Energy Information Administration’s (EIA) U.S. On-Highway Diesel Fuel Price Index for PADD 2 (MIDWEST) price as reported on their website at <http://www.eia.gov/petroleum/gasdiesel/> or phone no. (202) 586-6966, will be used as announced each Monday, or on Tuesday when Monday is a federal holiday\*.

1) A surcharge will be added to all rates and charges on a per haul basis provided in this schedule and subsequent amendments hereto, determined by the table and method below.

Origin / Destination: Olathe Transfer Station, 1681 S. Valley Road, Olathe, KS 66061 to WM Johnson County Landfill. 17955 Holliday Drive, Shawnee, KS 666217

Threshold price per gallon:	\$3.00
PADD 2 Fuel price as of 1/13/2025	\$3.532
Fuel Surcharge per mile per chart below	\$0.10
Origin / Destination Round trip Mileage	38
Fuel Surcharge per load	\$3.80

2) The surcharge will be adjusted and effective on the first day of each week based on the EIA index amount for the U.S. On-Highway Diesel Fuel price index for PADD 2 for the previous Monday (or Tuesday on Monday is a federal holiday) as determined by the corresponding per mile surcharge shown in the table above.

**EXHIBIT C**



# CITY OF OLATHE

Recycling Processing and Transfer Station Operation, Hauling  
and Disposal Services

RFP 25-0016 | Due March 7, 2025 11:30 PM

SUBMITTED BY

**Waste Management of Kansas, Inc.**

CONTACT

Scott Cornell Sr. | Senior Account Executive – Industrial

314-306-4806 | [SCornell@wm.com](mailto:SCornell@wm.com)





Waste Management of Kansas, Inc.  
17955 Holliday Dr.  
Shawnee, KS 66217

March 7, 2025

City of Olathe  
100 E. Santa Fe Street, 2nd Floor  
Olathe, KS 66062

Attn: Lindsay Jarrett, Procurement Specialist

Dear Procurement Specialist Jarrett:

Waste Management of Kansas, Inc. (WM) appreciates the opportunity to participate in this important procurement process and is pleased to provide the City of Olathe (the City) this proposal in response to the Request for Proposal (RFP) 25-0016 for Recycling Processing and Transfer Station Operation, Hauling and Disposal Services. We proudly provide recycling processing for the City, and this contract is very important to us. We have read and understand the bid documents and we are prepared and qualified to fulfill the service requirements at the greatest overall value to the City and its residents. Our bid is valid until 180 days after the day of the opening of proposals. I confirm that I have legal authority to bind Waste Management of Kansas, Inc. in contractual obligations. Waste Management of Kansas, Inc. reserves the right to perform the services itself and/or through its corporate affiliates.

It is our job to think about waste and recycling, and develop a program that exceeds your expectations and meets your goals. As you evaluate our proposal, you will see that WM is the best environmental solutions partner for Olathe. As a WM municipal customer, you will also continue to benefit from what makes us different from our competitors, including:

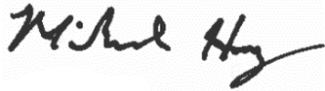
- **The best value for you:** When choosing a provider for your needs, value is more than just the bottom line. Value to your stakeholders is about what they get for the money they pay. With WM, you will receive best-in-class service from an experienced team that is laser-focused on delivering quality, on-time, reliable service at the best value possible.
- **A team that does things the right way, every day:** Environmental services are a highly regulated operation and must be appropriately handled. We have comprehensive, safety-focused offerings to manage almost all types of waste. We provide peace of mind that your materials will be managed in full compliance with all regulations.
- **The safest in our industry:** WM has the nation's best safety record for solid waste service providers. Safety is a core principle of WM. We want our employees and our customers to be safe.
- **The largest, most financially stable environmental solutions provider in North America:** WM has the ability to finance operational improvements, equipment, facility upgrades, and container purchases. We do not have to rely on the timelines and terms of third-party creditors. Our resources also give us the ability to provide gold-standard insurance to protect our customers.

The attached proposal outlines our capabilities, which we believe best suit both parties for a beneficial collaboration. We are committed to going above and beyond to continue delivering best-in-class service for your community every day.

The local Senior District Manager at the Johnson County Landfill, John McConnell, and the Recycling Facility Manager at the Kansas City Recycling Facility, Tronnie Blair, bring their expertise and industry knowledge to Olathe by understanding your current service needs, as well as looking for ways to help you meet your environmental goals and assist in driving down costs. John and Tronnie will be available to make sure the right service and equipment is being utilized and maximized to their full potential.

As your Account Manager, Scott Cornell Sr. will be responsible for the management of this upcoming contract. Should you have any questions or require additional information, please do not hesitate to call Scott at 314-306-4806 or email him at [SCornell@wm.com](mailto:SCornell@wm.com). We look forward to your response and building a successful and mutually beneficial relationship with City of Olathe.

Sincerely,

A handwritten signature in black ink that reads "Michael Hey". The signature is written in a cursive style with a long, sweeping tail on the "y".

Michael Hey  
Area Manager, Disposal Operations

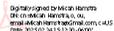
**ASSISTANT SECRETARY'S CERTIFICATE**

**WASTE MANAGEMENT OF KANSAS, INC.**

I, Micah Hamstra, Assistant Secretary of Waste Management of Kansas, Inc., a Kansas corporation (the "Corporation"), do hereby certify that the following resolution was adopted by the Board of Directors of the Corporation and that such resolution has not been amended, modified or rescinded and is in full force and effect as of the date hereof:

**RESOLVED**, that Mike Hey, Area Manager Disposal Operations, or any officer of this Corporation, and each of them, are hereby authorized, following compliance with appropriate corporate policies and procedures, to prepare, execute and to submit on behalf of the Corporation a Bid Proposal to the City of Olathe for Recycling Processing and Transfer Station Operation, Hauling and Disposal Services (the "Bid") and to execute on behalf of the Corporation any and all documents required to be submitted by the Corporation in connection with the Bid and to execute an approved contract resulting from the award of the Bid to the Corporation.

Dated: February 24, 2025

  
  
\_\_\_\_\_  
Micah Hamstra  
Assistant Secretary

# Table of Contents

Letter of Intent .....	i
Table of Contents .....	iv
<b>Chapter 1: Letter of Intent and Conflict of Interest Affidavit .....</b>	<b>1</b>
<b>Chapter 2: Statement of Organization .....</b>	<b>3</b>
<b>Chapter 3: Method of Approach .....</b>	<b>6</b>
Introducing our Service Team – All Service Options .....	6
Talent Engagement and Retention .....	10
Building a Better Workforce: Employee Training and Development.....	12
Transition Implementation .....	17
<b>Service Option 1 – Recycling Processing at WM Kansas City Recycling Facility .....</b>	<b>19</b>
<b>Service Option 2 – WM Transfer Station Operation, Hauling, and Disposal Services.....</b>	<b>37</b>
<b>Chapter 4: Experience and Qualifications.....</b>	<b>41</b>
WM: Who We Are and What We Do .....	41
WM is Innovating Today, For Tomorrow® .....	42
Empower Your Decision Making with our Satisfied Customers .....	45
<b>Chapter 5: Financial History.....</b>	<b>50</b>
Financial Strength: The Foundation for Our Commitment .....	50
<b>Chapter 6: Litigation, Compliance, and Other Performance History .....</b>	<b>69</b>
<b>Chapter 7: Certificate of Insurability and Proof of Ability to Acquire Performance Bond.....</b>	<b>71</b>
<b>Chapter 8: Acknowledgement of Addendums .....</b>	<b>76</b>
<b>Chapter 9: Variations to the RFP .....</b>	<b>77</b>
<b>Chapter 10: Financial Proposal .....</b>	<b>82</b>
<b>Additional Information .....</b>	<b>83</b>
<b>Conclusion .....</b>	<b>85</b>





# Chapter 1: Letter of Intent and Conflict of Interest Affidavit

*Letter of Intent shall be signed in accordance with Section 6.2.1 of this RFP and shall include the following statements:*

*(i) The proposal is a firm offer for a one hundred eighty (180) day period from the opening date specified in this RFP; and*

*(ii) Representation as to Accuracy and Completeness of Proposal. "The information contained in this proposal or any part thereof, including its appendices, schedules, and other documents and instruments delivered or to be delivered to the City, are true, accurate, and complete to the Vendor's knowledge. This proposal includes all information necessary to ensure that the statements herein do not in whole or in part mislead the City as to any material facts."*

*The Conflict of Interest Affidavit, Form 1, shall be completed and signed in accordance with Section 6.2.1 of this RFP. Failure to complete Form 1 may result in rejection of the proposal.*

WM's Letter of Intent is provided above, on pages i-ii of our proposal.

WM concurs that our proposal is a firm offer for a one hundred eighty (180) day period from the opening date specified in this RFP. WM affirms that the information contained in this proposal or any part thereof, including its appendices, schedules, and other documents and instruments delivered or to be delivered to the City, are true, accurate, and complete to our knowledge. This proposal includes all information necessary to ensure that the statements herein do not in whole or in part mislead the City as to any material facts.

Please see below for a completed Conflict of Interest Affidavit, Form 1.



### Form 1 – All Service Options

**APPENDIX A: FORMS**  
**Form 1: Conflict of Interest Affidavit**

**AFFIDAVIT**

STATE OF Kansas

COUNTY OF Johnson

Michael Hey of the City of Shawnee  
(Name of Individual)

County of Johnson, State of Kansas  
being duly sworn on her or his oath, states;

1. That I am the Area Manager of Disposal Operations (Title) of Waste Management of Kansas, Inc. (Firm Name), and have been authorized by said firm to make this affidavit on its behalf;
2. (Check the box the applies)  
 No officer, agent or employee of the City of Olathe, Kansas is financially interested, directly or indirectly, in what firm is offering to sell to the City pursuant to any solicitation issued by the City of Olathe;  
OR  
 The following officer(s), agent(s), or employee(s) of the City of Olathe would be financially interested in or receive a benefit from the profit or payments of any contract, job work, or service provided to the City of Olathe: (list all such officers, agents, or City employees on a separate sheet);
3. (Check the box that applies)  
 If firm were awarded any contract, job work, or service for the City of Olathe, Kansas, no officer, agent or employee of the City would be financially interested in or receive any benefit from the profit or payments of such;  
OR  
 The following officer(s), agent(s), or employee(s) of the City of Olathe, Kansas would be financially interested in or receive a benefit from the profit or payments of any contract, job work, or service provided to the City of Olathe: (list all such officers, agents, or City employees on a separate sheet);
4. Firm has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to any solicitation issued by the City of Olathe.

Waste Management of Kansas, Inc. (Firm Name)      Subscribed and sworn to before me this 4<sup>th</sup> day of  
By: Michael Hey (Signature)      March, 2025  
Michael Hey (Printed Name)      Gary E. Waite  
Area Manager of Disposal Operations (Title)      NOTARY PUBLIC in and for the County of Johnson  
Mailing Address: 2601 Midwest Drive      State of Kansas  
City, State, Zip Code: Kansas City, KS 66111      My commission expires 04/03/2027  
Phone: 847-456-9745      Fax: \_\_\_\_\_      (SEAL)  
E-mail Address: mhey@wm.com  
Federal Tax I.D. # 48-0634806



## Chapter 2: Statement of Organization

*The Statement of Organization, Form 2, shall be completed and signed in accordance with Section 6.2.1 of this RFP. Vendors are permitted to supply additional information that will assist the City in understanding the Vendor's organization. Failure to complete Form 2 may result in rejection of the proposal.*

Please see the following pages for Form 2 for Service Option 1 and Service Option 2.

**Form 2 – Service Option 1**

Please indicate the Service Option addressed in this form:

Service Option 1: Recycling Processing Services

Service Option 2: Transfer Station Operation, Hauling, and Disposal Services

**APPENDIX A: FORMS**  
**Form 2: Statement of Organization**

**1. VENDOR**

Full Name of Business: Waste Management of Kansas, Inc.

Principal Business Address: Waste Management, Inc.  
800 Capitol Street, Suite 3000, Houston, TX 77002

Principal Phone Number: -

Local Business Address: 2404 S 88th Ave.  
Kansas City, KS 66111

Local Business Contact Person: Tronnie Blair

Local Business Phone: 573-723-0430

Local Business Fax: -

Local Business E-Mail: TBlair@wm.com

Type of Organization: Corporation

Tax ID #: 48-0634806

License #: OCC-002817-R24

WM's Kansas City Recycling Facility is owned and operated by Deffenbaugh Recycling Company, L.L.C., d.b.a. Waste Management. Provide names of authorized representative(s) of the Vendor who has legal authority to bind the Vendor in contractual obligations:

- (a) Michael Hey
- (b) \_\_\_\_\_
- (c) \_\_\_\_\_

**2. SUBCONTRACTOR**

List of all firms participating in this proposal.

	Name	Address	Area of Responsibility
(a)	<u>Not applicable</u>	_____	_____
(b)	_____	_____	_____
(c)	_____	_____	_____
(d)	_____	_____	_____



## Form 2 – Service Option 2

Please indicate the Service Option addressed in this form:

- Service Option 1: Recycling Processing Services  
 Service Option 2: Transfer Station Operation, Hauling, and Disposal Services

### APPENDIX A: FORMS Form 2: Statement of Organization

#### 1. VENDOR

Full Name of Business: Waste Management of Kansas, Inc.

Principal Business Address: Waste Management, Inc.  
800 Capitol Street, Suite 3000, Houston, TX 77002

Principal Phone Number: -

Local Business Address: 17955 Holiday Dr.  
Shawnee, KS 66217

Local Business Contact Person: John McConnell

Local Business Phone: \_\_\_\_\_

Local Business Fax: -

Local Business E-Mail: jmconn2@wm.com

Type of Organization: Corporation

Tax ID #: 48-0634806

License #: SW17-0660

Solid waste collectors' license issued by the City of Shawnee is held by Deffenbaugh Industries Inc., d.b.a. Waste Management.  
Provide names of authorized representative(s) of the Vendor who has legal authority to bind the Vendor in contractual obligations:

(a) Michael Hey

(b) \_\_\_\_\_

(c) \_\_\_\_\_

#### 2. SUBCONTRACTOR

List of all firms participating in this proposal.

Name	Address	Area of Responsibility
(a) <u>WM may elect to use subcontractor for loading and transportation portion of this contract. A list of potential subcontractors can be provided upon request by the City.</u>	_____	_____
(b) _____	_____	_____
(c) _____	_____	_____
(d) _____	_____	_____



## Chapter 3: Method of Approach

Vendors shall describe in detail their approach to satisfying the scope of services as described in Section 3, Section 4, and Section 5 of this RFP. Vendors shall provide, at a minimum, the following information to describe their Method of Approach proposed.

### 6.3.3.1 All Service Options

Proposals shall contain all of the following information:

(i) Detailed staffing plan including, but not limited to, the following requirements as indicated in the scope of services:

a. Identify key personnel and provide job descriptions indicating the qualifications and experience of the key personnel the Vendor assign to the ongoing performance of services under the Contract(s). For positions that are currently unfilled, identify minimum qualifications for that position. Specify the amount of time each individual will be dedicated to work on the Contract(s). At a minimum, key personnel should include the Contractor's primary point of contact pursuant to the provision of services under the Contract and other personnel that will have regular contact with the City;

### Introducing our Service Team – All Service Options

At WM, we believe that developing a strong relationship with you and your community is important to our long-term partnership. Our priority is to thoroughly understand our customers' program goals and service expectations – we listen first and act second. Through on and off the street research, our conversations with you, and this RFP process, we have developed substantial insight into your expectations for your program.

Appreciating our customers' unique needs allows us to customize services and program offerings. We will work with you, your community, and internally, as your WM service team, to implement and execute collection services that align with all of your requirements and expectations.

Your local service team brings a diversity of backgrounds, skillsets, and job responsibilities. However, we all connect back to a common denominator, you - our customer.

Your WM service team will include:

#### Operations

- Tronnie Blair, Recycling Facility Manager, Kansas City Recycling Facility
- Matthew McGurn, Area Director, Recycling Operations
- John McConnell, Senior District Manager, Johnson County Landfill
- Travis Newport, Operations Manager
- Dennis Konecne, Equipment Operator
- Mike J. Hey, Area Manager, Disposal Operations

- Joe Durako, Area Manager, Disposal Operations
- Al Sharp, Senior District Fleet Maintenance Manager
- Steven Rooney, Area Directory, Safety

#### **Customer Service & Billing**

- Beverly Taylor, Operations Analyst I
- Scott Cornell, Sr., Sr. Account Executive, Industrial

A short summary of each staff members' responsibilities and resumés follows.

### **Team Resumés and Responsibilities**

#### **Tronnie Blair, Recycling Facility Manager, Kansas City Recycling Facility**

Tronnie Blair oversees the safe and efficient operation of the Kansas City Recycling Facility. He is responsible for certifying the integrity of inbound and outbound recyclable materials, while managing WM's employees and overseeing daily operations. Tronnie provides leadership support to plant operators and personnel and is responsible for processing, safety, efficiency, and the quality of outbound material. Tronnie understands marketplace conditions and driving process improvements that maximize efficiency. He also has experience and knowledge of the recycling industry that are vital to the success of our local recycling facility and our overall sustainability goals.

#### **Matthew McGurn, Area Director of Recycling Operations**

Matthew McGurn is the Area Director of Recycling Operations. Matt's responsibilities include management of recycling processing facilities for single stream recycling, and construction and demolition materials. He ensures safe and efficient operations of all facilities and equipment to maximize all recycling efforts. He is also responsible for implementing recycling plans and goals to minimize waste and optimize recycling compliance. This position also oversees business development activities related to recycling and green energy technology. Matt will lead recycling policy positions on behalf of WM and will engage with customers on the alignment of recycling goals, visions, and long-term processing technology investments.

#### **John McConnell, Senior District Manager, Johnson County Landfill**

As the Senior District Manager, John McConnell oversees the day-to-day operations of the district, including oversight of the more than 30 employees that are responsible for the Johnson County Landfill disposal site and the two employees located at the Olathe Transfer Station. John also oversees the relationship with the transportation subcontractors for three local area waste transfer stations. John provides leadership support to front-line managers for safety, operational, and service performance while also diagnosing and improving processes and procedures. John is responsible for the District's overall service and budget performance.

John will serve the City as your single point of contact. He will interact with staff to maximize customer satisfaction and improve service efficiency and the daily quality of contract services. During the implementation of services, he will oversee the completion of all operational tasks.

#### **Mike J. Hey and Joe Durako, Area Directors of Disposal Operations**

Mike and Joe have extensive knowledge of all aspects of the industry which helps them lead a team of highly motivated district managers to develop and maintain vital safety programs, efficient operations, and

customer-focused service delivery. They manage the operations, financial, safety, and efficiency performance of our collection districts and transfer stations.

**Al Sharp, Senior District Fleet Manager**

As our District Fleet Manager, Al reviews the safety and reliability of our frontline heavy equipment. Specifically, Al oversees our maintenance shop, maintenance staff, and preventive maintenance programs. Al will be responsible for all initial and ongoing procurement of equipment required for the service of the Olathe transfer station and the Kansas City Recycling Facility. Al will oversee repairs, inspections, and scheduled maintenance.

**Steven Rooney, Area Director, Safety**

Steven Rooney is responsible for overseeing development of district-specific safety plans, and he works hand-in-hand with our regional districts to develop safety programs for our people, equipment, and facilities. Steven confirms all sites are fully compliant with both OSHA and Corporate safety requirements, administering safety rules and conducting safety site assessments. Steven and his team will oversee training and mentor local frontline managers regarding safety rules and processes and help provide oversight of all regular safety training content and including Olathe-specific safety presentations.

**Travis Newport, Operations Manager**

As the Operations Manager, Travis Newport oversees daily operational performance. Travis manages District personnel needs, including selection, coaching, and training drivers. He is also responsible for equipment utilization and managing all equipment needs. Travis will work with Olathe's staff and our operations team to address special service requests or resolve unique customer concerns.

**Dennis Konecne, Equipment Operator**

Dennis Konecne will serve Olathe as Equipment Operator. He will have direct contact with city staff and the flexibility to make decisions on the day of service. Dennis has extensive experience in the industry and has previously worked with the City, so he is familiar with Olathe and your staff. Dennis also will support training for other operators and drivers.

**Beverly Taylor, Operations Analyst I**

Beverly Taylor will serve the City of Olathe by overseeing the record keeping and reporting efforts required for the transfer station including upkeep of the computer systems and scale maintenance.

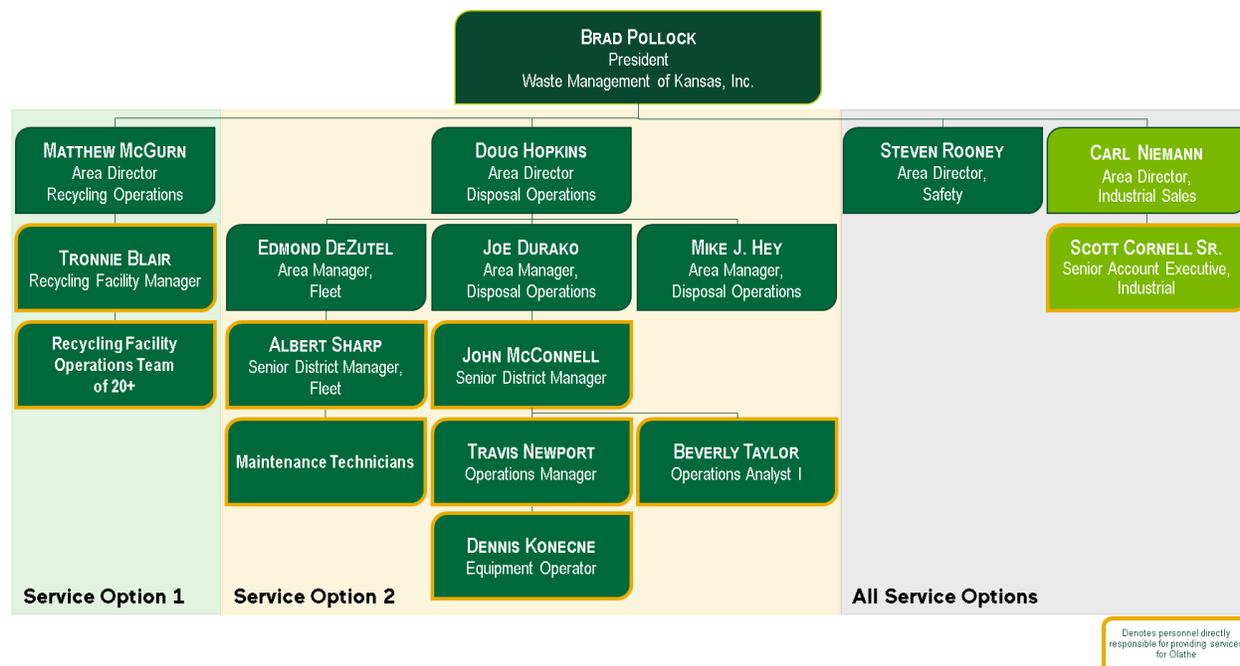
**Scott Cornell Sr., Senior Account Executive – Industrial**  
**314-306-4806 | [SCornell@wm.com](mailto:SCornell@wm.com)**

Scott Cornell will serve the City of Olathe by overseeing WM's implementation of the new agreement. He will make sure all your needs and expectations are met. In addition to contract management, Scott is a strong community citizen and will oversee support and contribution activities to cultivate partnerships through participation in causes and events.

Scott will oversee the efforts of WM's team to verify that obligations, such as reporting, service verification, and customer outreach, are delivered per the contract, law, and company policy. He maintains knowledge about legislation, regulations, and local ordinances regarding WM's delivery of services. Scott will oversee all aspects of this agreement and will work collaboratively with your staff to design and implement new services and programs in accordance with contractual requirements, changes in law, and your direction.

b. Organization chart for key personnel to provide services;

### Organizational Chart



c. Identify Contractor’s representative who will be in charge of Contractor’s operations under the Contract(s) and who is authorized to make decisions and act on the Contractor’s behalf. Provide a brief description of the communications plan between the Vendor and City, including expected frequency of in-person coordination meetings and other forms of regular communications;

First and foremost, Olathe will receive personalized customer service from your local WM service team described above. As always, you will be able to reach this local, experienced, long-tenured team whenever you need them.

Tronnie Blair, Recycling Facility Manager at the Kansas City Recycling Facility will continue to be your principle contact for recycling processing services. Mr. Blair can be reached at:

**Tronnie Blair**  
**2404 S. 88<sup>th</sup> Ave., Kansas City, KS 66111**  
**Phone: 573-723-0430**  
**E-mail: TBlair@wm.com**

John McConnell, Senior District Manager at the Johnson County Landfill will be your principal contact for the transfer station proposal and will serve as the City’s single point of contact. Mr. McConnell can be reached at:

**John McConnell**  
**17955 Holiday Dr., Shawnee, KS 66217**  
**Phone: 816-398-5298**  
**E-mail: jmconn2@wm.com**

Additionally, as your dedicated Account Manager, Scott Cornell Sr. will remain accessible to your staff via phone or email to address questions or emerging concerns. Mr. Cornell can be reached at:



**Scott Cornell Sr.**  
**Phone: 314-306-4806**  
**E-mail: SCornell@wm.com**

The current Communication Plan consists of our Lead HE Equipment operator at the transfer station being available for daily needs and additionally, John McConnell can be reached whenever needed.

*d. Procedures and policies that will ensure the Contractor's ability to retain qualified personnel to perform services under the Contract; and*

WM provides services to nearly 20 million customers - a big job. But we do it one neighborhood, one business, and one home at a time. This makes us an integral part of every community where we operate. We have a stake in helping to make our cities, towns, and counties better places in which to work and live - not just for today, but for the future. We cannot play this important role in the community without the daily contributions of our ~61,700 employees. The success of each employee is what enables WM to succeed, and we strive to give our employees the tools they need to develop and excel in their careers.

## Talent Engagement and Retention

WM is a company committed to People First, knowing that the daily contributions of our employees are what enable us to play a vital role in the communities we serve. The success of WM depends upon the success of each employee, and we strive to give them the tools they need to develop and excel in their careers.

Employee turnover continues to be a concern in the environmental services industry due to high demand in a strong economy for skilled workers - especially truck drivers, operations managers, and maintenance technicians. According to a recent study by the American Trucking Association, the need for drivers could surpass 160,000 in 2030. We also compete against other industries for certain talent, such as the oil and gas industry for engineers in our renewable energy facilities.

By promoting from within and offering a wide variety of training opportunities, WM helps employees maximize their effectiveness and grow in their careers.

WM is committed to providing a living wage to all employees, which is defined as the minimum pay received for the basic number of working hours to ensure coverage of workers' and their families' basic needs. During the COVID-19 pandemic of 2020, we also guaranteed all full-time hourly employees' pay for a 40-hour work week, regardless of pandemic-related service decreases.

WM is committed to fair treatment of all employees. With approximately 8,500 union employees in the U.S. and Canada – 20% of our workforce - this commitment is met according to the practices and expectations agreed to within the collective bargaining unit. For non-union employees, we look for ways to reinforce our fair treatment and continuous learning culture.

WM recently launched a pilot program to assist graduating high school seniors and recent graduates with earning a commercial driver's license (CDL).

WM will pay the tuition costs and provides hourly wages to participants. With no upfront costs, this program creates a clear pathway for participants to enter the WM workforce in a few steps:

**Obtain a CDL:** WM partners with CDL schools to cover tuition costs and pay participants an hourly wage.

**Complete new driver training:** Take a one-week, classroom-based training to learn WM's safety/operational practices.

**Learn from others:** Complete a one-week, hands-on practical driving skills training course with experienced trainers in Arizona.

**Begin on-the-job training:** Continue training at the WM site to further develop skills to operate trucks safely.

**Develop career skills:** Participate in the WM career readiness boot camp to help build essential career development skills in communication, feedback, customer service, teamwork, time management, and accountability.

Being an employer of choice is critical to our efforts to reverse the voluntary turnover trend while motivating us to sharpen our focus on our values and commitments that help us retain and empower good employees. By promoting from within and offering a wide variety of training opportunities, WM can help employees maximize their effectiveness and grow in their careers.

At the heart of our engagement and retention strategy is a steadfast commitment to WM's core commitments of **People First** and **Success with Integrity**. We commit to **People First** by taking care of each other, our customers, our communities, and our environment. We commit to **Success with Integrity** by being accountable, honest, trustworthy, ethical, and compliant in all we do.

### Putting Our People First with Comprehensive Employee Benefits

We continue to strengthen WM as a workplace of choice through competitive pay, work environment, opportunities for growth, and benefits. Each eligible employee receives a comprehensive benefits package that includes healthcare, family care, and financial and educational benefits.

Healthcare	Financial
<ul style="list-style-type: none"> <li>✓ Comprehensive health care coverage</li> <li>✓ Prescription drug plan</li> <li>✓ Dental/vision plans</li> <li>✓ Salary continuance (short and long-term disability)</li> <li>✓ Employee and family assistance program</li> <li>✓ Retiree medical coverage</li> </ul>	<ul style="list-style-type: none"> <li>✓ Life and accidental death and dismemberment insurance</li> <li>✓ Business travel accident insurance</li> <li>✓ 401(k) plan with generous company match</li> <li>✓ Employee stock purchase plan</li> <li>✓ Legal services</li> <li>✓ Employee discount programs</li> </ul>
Educational	Family
<ul style="list-style-type: none"> <li>✓ 100% tuition and tuition-related fees paid for employees and their immediate families – see below for more information</li> <li>✓ Free online training programs</li> </ul>	<ul style="list-style-type: none"> <li>✓ Flexible spending accounts</li> <li>✓ Adoption assistance program</li> <li>✓ Education savings accounts</li> <li>✓ WM scholarship programs</li> <li>✓ Paid vacation and holidays, and sick leave</li> </ul>

### Investing in Our Employees' Tomorrow®

WM recognizes the value of learning that occurs beyond our company. In 2021, we announced a new education benefit, Your Tomorrow®. Your Tomorrow® was created in partnership with Guild Education to pay 100% of benefits-eligible employees' and dependents' tuition for 135+ business, technology, science and mathematics bachelor's degrees and master's programs.

WM is the first company to extend this type of benefit to family members - a clear example of our commitment to putting People First.

### Engagement through Communication

Communication between company leaders and employees at all levels fosters honesty, accountability, and respect, all of which are critical to employee retention. Each quarter, senior leaders host a town hall-

style meeting that covers a variety of topics, available to all employees via live-streaming technologies. Employees unable to attend can submit questions by email and view a replay on our intranet and our employee mobile app, WM Now.

WM Now is a one-stop shop for all things WM, making critical information available for field employees who may not have access to a desktop computer at work. This includes pandemic safety updates; access to employee benefits and our employee handbook; episodes of “The Route,” our internal podcast; employee engagement efforts; and stories from across the company. We were pleased to achieve our goal of 80% adoption of the app within 10 months. Analytics tell us which features employees find most useful, and we use those insights, as well as qualitative feedback, to further refine the WM Now experience.

Communication is a two-way street, so we solicit feedback from employees on how we can improve. Constant and collaborative engagement is the foundation of our WM Way program, our Mechanic Service Delivery Optimization, our Peer Review safety program, our Sales Delivery Optimization program, and the fair treatment and respect that comes from the adherence to our Code of Conduct.

WM has a strong corporate culture focused on deep commitments to environmental sustainability, ethics, and the customers we serve. We believe our employees are our greatest assets, and if we take care of them, they will take care of our customers, our communities, our shareholders, our environment, and each other.

### **A New Pipeline of Talent**

Our new Innovative Employment Pathways (IEP) program is creating a new pipeline of talent for our business while changing lives for the better. IEP is a recruitment program that provides second-chance employment opportunities to overlooked and underserved community populations, including those who have experienced homelessness, displacement, incarceration, and significant employment gaps.

The program begins with core training for all participants and a survey to determine what skills individuals already bring and what additional training they might need. If they choose to enroll in IEP, individuals spend 90 days working as helpers, sorters, and laborers at WM recycling facilities. During this period, they can learn more about possible career paths as drivers, technicians, and customer service representatives. After the 90-day period, IEP participants may have the opportunity to transition from temporary to permanent positions at WM.

Since the program’s launch, we have seen 50% higher short-term retention of IEP participants compared to nonparticipants. We plan to continue the program rollout at WM sites across North America, with the goal of activation at 80% of our facilities and 1,000 participants obtaining work experience by 2025.

IEP illustrates WM’s commitment to People First, creating a culture of acceptance that helps people amplify their potential.

*e. Description of training programs, such as safety, and training frequency for staff.*

## **Building a Better Workforce: Employee Training and Development**

When you choose to partner with WM, our employees become part of your community. Our drivers service your homes and businesses each week. Our customer experience team welcomes new customers each day, and our sustainability experts work hand-in-hand with customers to help them recycle right. Needless to say, our people are the foundation of our success.

Providing Olathe with service that truly exceeds expectations requires that all WM employees have the ability to reach their full potential. This is why our employees participate in an expansive array of learning and development opportunities.

We take a “learner-centric” approach to provide employees with a mix of options for continual learning in areas like professional development, sales, leadership, and technical, and compliance training. Our learning and development programs are interactive, incorporating coaching, feedback, and annual performance reviews on a consistent basis.

All employees participate in annual training that includes job-specific programs as well as a variety of general professional development trainings. Training programs are easily accessible and are delivered by instructors face-to-face, through in-class videos, and virtually through mobile and online communications.

Training types fall into a few categories:

- **Compliance training:** Required of all employees, such as training on WM’s Code of Conduct and Cybersecurity.
- **Professional development and leadership training:** Often customized and conducted voluntarily as part of an individual’s development plan.
- **Tailored new hire training:** Including collection and fleet operations, post-collection operations, and sales.
- **Safety training:** Conducted upon hire and on an ongoing basis, especially geared toward drivers, fleet technicians, heavy equipment operators, and sorters.
- **Environmental excellence and compliance training:** Required of employees in specific roles.

In addition to training, we manage performance through regular check-ins, coaching, and feedback, goal-setting and annual performance reviews. Annual evaluations set accountability expectations for employees with the understanding that progress is monitored throughout the year. Talent reviews and succession planning are designed to recognize and reward high-performing and hard-working employees.

**PEOPLE COME FIRST  
IN EVERY ASPECT  
OF OUR BUSINESS**

#### **Investing in Our Employees’ Tomorrow®**

WM recognizes the value of learning that occurs beyond our company. In 2021, we announced a new education benefit, Your Tomorrow®. Your Tomorrow® was created in partnership with Guild Education to pay 100% of benefits-eligible employees’ and dependents’ tuition for 135+ business, technology, science and mathematics bachelor’s degrees and master’s programs.

WM is the first company to extend this type of benefit to family members - a clear example of our commitment to putting People First.

## How We Help Employees Learn

Our objective is to create a continuous learning culture that drives performance and supports a superior customer experience. With a vast and decentralized workforce, we take a “learner-centric” approach that allows employees to learn in the ways that are most effective and convenient for them. Our training is delivered in several modalities, including in-person at one of our two training facilities, virtual instructor-led training, online training, self-study and video modules. All required training is produced in English, Spanish and French.

Our WM Talent Central platform contains approximately 3,600 learning modules available to all employees. The content covers all aspects of the company’s operations, along with key topics that support career advancement. This learning library is always growing. In 2020, the Learning & Development team produced 530 individual deliverables through 91 initiatives, including a combination of web-based and instructor-led training, eLearning modules, videos, instructional guides and job aids. WM also partners with two third-party content providers who offer additional courses that are continually updated. As we transitioned from the office to remote work, then gradually returned to the office over the past year, we provided training to help employees manage change.

### Frontline Leadership Program

In 2021, we launched Leading Today, For Tomorrow®, our first-ever enterprise-wide frontline leadership development program. The program is a 26-week immersive learning experience in which frontline managers progress through carefully selected trainings and activities designed to enable and empower them with the foundational leadership skills that all managers at WM should have. Managers also have access to digital coaches through the BetterUp platform, making coaching available to this population for the first time. The first cohort of participants completed the program in 2022, and 960 leaders registered for the second cohort. Participants included 31% women and 48% people of color.

## Driver and Technician Training

At WM, we strive to create training programs that simulate real world experience as closely as possible so our employees are prepared for success on day one. As a key component of our Safety Vision and Promise of “Get Home Safe Every Day” safety program, WM’s Training Centers in Fort Myers, FL and Glendale, AZ seek to standardize driver and technician training and help reduce new-hire turnover, as well as the number of vehicle accidents.

At our Training Centers, skilled driver and technician instructors lead new hires through an intensive two-week training program that includes classroom work, interactive computer lab learning, hands-on learning stations, actual and simulated driving, and one-on-one coaching. Trainees spend their first week in the classroom learning and by Week 2 transition into simulated driving courses and stations. Week 2 provides scenarios that are reflective of day-to-day collection conditions and obstacles – from severe weather to traffic to responding to other drivers’ behavior. At the end of the two-week training period, drivers receive a comprehensive evaluation of performance.



The skills and behaviors learned at our Training Centers are key to continually improving our safety performance, including our Total Recordable Injury Rate and Vehicle Accident Recordable Rate. Since 2012, more than 10,000 drivers and technicians have attended training at a WM training center.

Additionally, WM drivers are now certified in our SAFETY Defensive Driving system, an advanced training program that teaches the critical skills of safe driving. The principles learned through SAFETY are revisited monthly through an ongoing video series focused on drivers' daily operating environments. Topics include managing intersections, pedestrians, bicyclists, rollover prevention, following distance, and braking. These awareness videos work in conjunction with ongoing safety discussions, observations, and coaching.

### Training Center Expansion

WM opened its second driver and technician Training Center in Glendale, AZ in June 2019. The 13-acre property includes a 30,000 SF maintenance shop and a 10-acre driver training course in addition to classrooms, computer labs, and a driver launch area to simulate driver experience at hauling facilities. The center accommodates up to 130 students at a time for a two-week training course.



### Post-Collection Employee Training

Our Injury and Illness Prevention program is focused on preventing injuries among our post-collection employees who work in our transfer station, landfill, waste-to-energy, and material recovery facilities. The program examines equipment, processes, policies, and other potential causes of injury and illness for employees and evaluates possible interventions and the success of these interventions on prevention. Data gathered is used to formulate or refine monthly training topics under our Safety Awareness Training Calendar. Following are a few elements of our Post Collection training program:

Post Collection Employee Training Elements	
<b>Heavy Equipment Training</b>	Area designated trainers attend a two-day "train the trainer" session and then train site trainers to deliver web-based and on-the-job training for articulated dump truck, dozer, compactor, wheel loader, excavator, and motor grader equipment. After training, area designated trainers return to each site and sign off on each operator's ability to safely operate the equipment using equipment-specific checklists.

Post Collection Employee Training Elements	
<b>Rules Book</b>	Every employee in our landfill, transfer station, and materials recycling facilities receives a Rules Book that consists of rules and safety practices that must be followed at our sites.
<b>Environmental Protection Learning Series</b>	Consists of quarterly e-learning training for managers on topics such as managing asbestos and process water, air regulations, and stormwater. Each site also delivers monthly instructor-led environmental protection training topics for front line employees.

Other ongoing training initiatives for our post-collection employees include our Hazardous Energy Control Program as well as programs timed with seasonal risks such as heat illnesses in the summer and slips, trips, and falls in the fall and winter.

### Customer Service Representative Training

WM provides a comprehensive training program for both new Customer Service Representatives (CSRs) and ongoing training to ensure that our agents are ready to support our customers. New hire training is delivered by professional trainers and ongoing training is supported by our experienced customer service team. A brief description of our training curriculum is provided in the following table:

<b>Orientation</b>	<ul style="list-style-type: none"> <li>• History of WM and Corporate Vision</li> <li>• Products and services</li> <li>• Commitment to our municipalities and customers</li> <li>• Commitment expected from our employees</li> </ul>
<b>Getting to Know Our Business</b>	<ul style="list-style-type: none"> <li>• Videos of WM Recycling Facilities, transfer stations, and composting facilities</li> <li>• Understanding and successfully communicating all service and product offerings</li> <li>• An overview of our resources to assist customers</li> </ul>
<b>Customer Relationships and Engagement Tools</b>	<ul style="list-style-type: none"> <li>• Clear communication</li> <li>• Establishing trust and satisfaction through active listening and quick problem resolution</li> <li>• De-escalation techniques</li> <li>• Staying positive and calm in challenging situations</li> <li>• Exhibiting a consistently high level of professionalism</li> <li>• Quality expectations to deliver customer experience excellence</li> </ul>
<b>Call Center Equipment and Systems Training</b>	<ul style="list-style-type: none"> <li>• MAS, WM's integrated billing system</li> <li>• Knowledge, a comprehensive customer information management tool</li> <li>• CAAG, a consolidated and comprehensive customer history and service database</li> <li>• Genesys, WM's customer interaction (telephony) and staffing management system</li> <li>• WM Connect, a payment system</li> </ul>

Additional training exercises include:

- **Professional customer service skills role playing:** Our CSRs participate in role-playing activities with experienced customer service center staff during training. Strategies for

handling collection and billing questions are discussed, and ways to handle difficult customer situations are reviewed.

- **Specialized area training:** CSRs are provided in-depth targeted training about the communities we serve to ensure they are intimately familiar with the area to meet our customer's needs and expectations.
- **Side-by-side job training:** New CSRs shadow experienced CSRs before responding to live calls themselves. This training allows new CSRs to view best practices and strategies and creates an impactful one-on-one learning opportunity.

## Contractor Training

Doing things the right way means seeking to protect the safety of everyone that visits or works at a WM facility, beyond our own employees and visitors. This also includes the safety of contract service providers that support our facilities. To educate all subcontractors working on our sites about potential risks or hazards, we have developed a Contractor Safety Orientation program. In 2016, we updated the program to include a revised basic safety program module, landfill safety module, landfill gas module, electrical safety module, and a renewable energy module. Today, 235 WM landfills are active on the program, with 2,000 contractor companies and 12,000 contractor employees registered. We also have a toll-free helpline available to contractors 24/7.

*(ii) Provide a draft summarized Transition Plan for each Service Option being proposed by the Vendor, to meet the requirements described in Section 3.7.*

## Transition Implementation

### Our Commitment to Olathe – A Risk-Free Implementation

Olathe has previously worked with WM as your transfer station operator, and we currently provide recyclables processing services for the City. We know Olathe, and over the years, WM staff members have worked hard to become a trusted community collaborator. WM is dedicated to continuous improvement – better processes, more efficient procedures, and investments in technologies that enhance our capabilities and customer service. We have built meaningful relationships with city staff, our customers, and local groups and organizations. We are committed to continuing to work with the City and these community partners to advance service offerings, problem solve, innovate, and support the vitality of the Olathe community.

Upon award of the contract, we will meet with the City and the current contractor for the operation of the transfer station to discuss and define a transition plan. WM will manage the implementation of both Service Option 1 and Service Option 2 with meticulous care.

### Equipment and Personnel

WM shall be fully operational and capable of providing the contracted services as required in accordance with the terms and conditions set forth in the agreement. We will have sufficient equipment to transport materials shipments as required from the Origin Location to the Destinations as set forth in each scope of work on a timely basis, including any periodic or seasonal increases in the volumes of materials required to be transported from an Origin Location to its given Destination. If the City anticipates that there will be a continuous and sustained increase in the volume of Materials to be transported from any Origin Location to a Destination covered by the Agreement, the City shall provide written notice to WM of such

increase and WM shall be provided a reasonable period of time, not less than 15 days after such notice, to supply additional equipment to transport the increased volume of materials. WM shall provide sufficient personnel and equipment to transport every day from each Origin Location all materials tipped at or necessary to be removed from such Origin Location on that day. WM shall perform the contracted services during the normal hours of operation of the Origin and Destination locations, in a legal and safe manner, and in accordance with the terms and conditions of the Agreement.

WM represents and warrants that all equipment will be in safe and roadworthy condition and shall comply with all Applicable Laws, particularly with regard to (i) the replacement of tires and brakes; (ii) legal weight limits for highway transportation; (iii) properly tarping and securing all loads; and (iv) transportation of Materials, including those relating to the prevention of leaks and airborne materials. WM shall provide all necessary back-up equipment in case of breakdowns so as to minimize facility down time.

## Service Option 1 – Recycling Processing at WM Kansas City Recycling Facility

### 6.3.3.2 Service Option 1: Recycling Processing Services Proposal

Proposals submitted for Service Option 1 shall contain the following information:

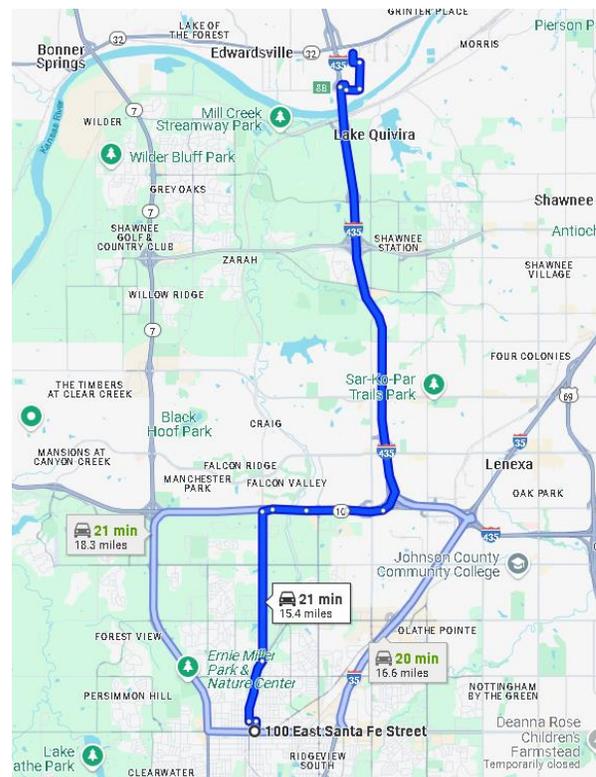
(i) Contractor shall accept, at a minimum, the materials identified in Section 4.3.1 of this RFP. Identify any additional materials that can be accepted and Processed at no additional cost. The City is requesting cost proposals (Form 7a) for Recycling Processing Services both including and excluding glass in Program Recyclable Materials.

WM will accept newspaper; mixed paper (including, but not limited to, magazines, junk mail, and catalogs); cardboard; chipboard (including, but not limited to, boxes, paper towel and toilet paper cores, non poly-styrene egg cartons, and manila file folders); rigid plastics #1 through #7 (including, but not limited to, bottles, jars, yogurt/margarine tubs, and deli/salad bar clamshells); aluminum cans; and tin cans.

(ii) Describe the facilities to be used to provide service under the Contract, including any and all MRFs or Transfer Facilities. The following information must be included in the facility description(s).

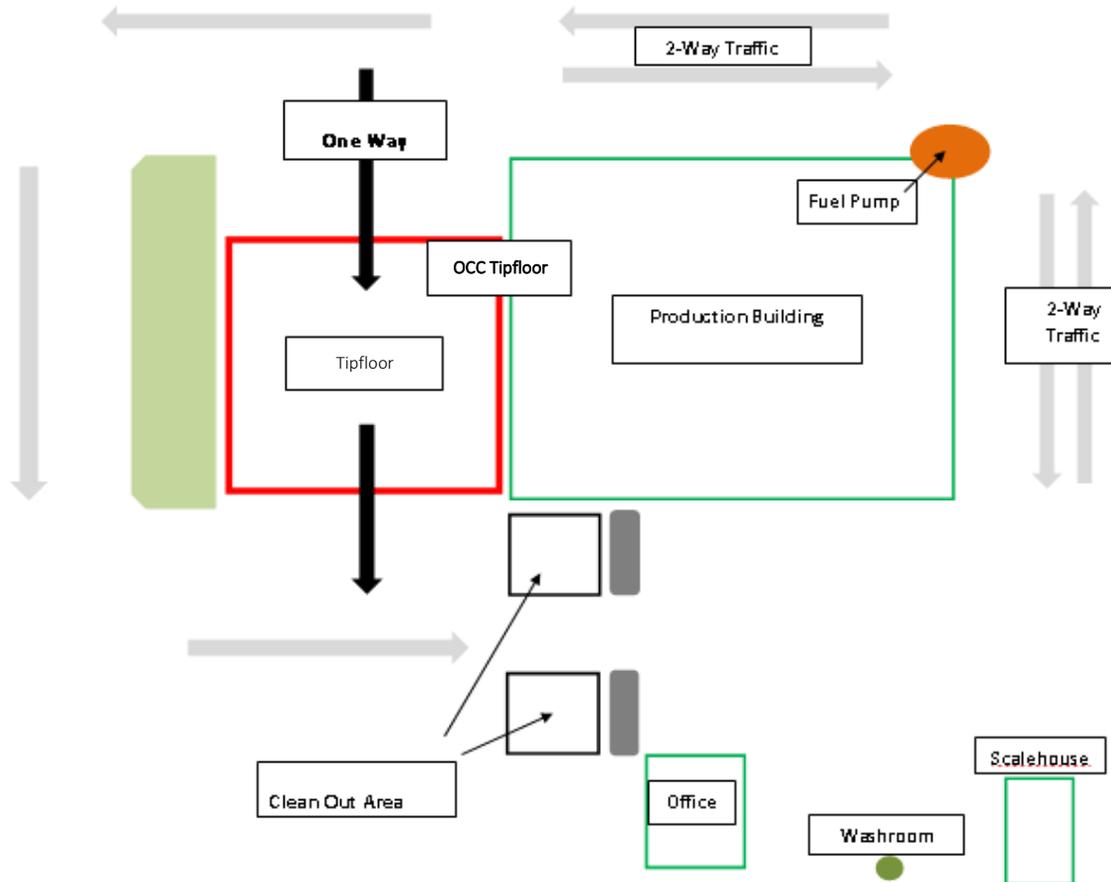
a. Identify and describe the proposed location for the Delivery Facility, including how it meets the needs of the City as described in Section 4.4.1 of this RFP;

The Delivery Facility is located at 2404 S. 88th Ave., Kansas City, KS. 66111. It is a 70,000 sq. ft. processing facility with the capability to process 9,000 tons per month. The site is a two-shift operation employing 75+ people. Sortation is done mechanically as well as with employees hand-sorting. The site is also equipped with four balers. WM's facility is located 15.4 miles from the City's office, via I-435 N, and therefore meets the needs of the City as described in Section 4.4.1 of the RFP.



b. Provide detailed description and site plan for the proposed MRF and Transfer Facility (if proposed). Vendor must provide a detailed site plan of the existing facility(ies) and any planned expansions/improvements;

Please see below for a site plan for the Kansas City Recycling Facility. There are no planned expansions.



c. Describe the tipping area, including all issues described in Section 4.5.1 of this RFP;

The Kansas City Recycling Facility has three dedicated tipping areas. All three areas are enclosed under a roof and provide adequate storage for unprocessed recycling material. Each area is protected from wind blowing material throughout the property. Three vehicles may safely tip at the same time and can accommodate a daily tipping tonnage of ~450 tons. The tipping space allows for four days of tipping storage in the event of a downtime event with the processing equipment.

d. Describe the enclosure of the MRF and Transfer Facility (if proposed), to meet requirements described in Section 4.5.2 of this RFP;

The Kansas City Recycling Facility property is enclosed with a six-foot chain link fence around the perimeter. The fence is intended to not only mark the property line, but also contain any litter from either the tipping floor or processing areas. Dedicated housekeeping processes and employees are in place to ensure that the site is well kept both internally and externally.

*e. Describe the total capacity and available capacity of the MRF to meet the Processing requirements described in Section 4.5.3 of this RFP for the initial and all optional renewal terms of the Contract. Capacities shall be stated in tons per hour. Provide evidence supporting the stated total and available monthly capacities. Description of daily throughput of the Transfer Facility, if proposed;*

The Kansas City Recycling Facility has a monthly processing capacity of receiving and processing 9,000 tons.

*f. Description of the Recycling Processing Equipment at the MRF that will be utilized to meet the minimum Processing requirements defined in Section 4.5.4 of this RFP; and Description of must include maintenance protocol, description of purchase/lease agreements, and estimated timeline for material purchase.*

The processing equipment consists of a drum feeder conveyor, which introduces recycling material into the processing system at a consistent burden depth to allow for the processing equipment to efficiently recover commodities within the stream. The processing system is fed with various conveyors that carry product from machine to machine. The system consists of cardboard screens immediately after the pre-sort area where large prohibitive items (contamination) are pulled by human sorters. Cardboard recovered initially from the feed will be directly conveyed to a baler specific to baling cardboard. The balance of the material is fed throughout the rest of the system where the balance of commodities is sorted mechanically, optically and by human sorters downstream. The site consists of two newspaper screen, polishing screen and four state-of-the-art optics units.

Upon recovery of the commodities, they are conveyed to their respective bunkers and are staged to be baled for the buying markets. The processing system is designed for successfully marketing commodities to end markets by processing a minimum of ninety-five percent by weight of program recyclable material into recovered materials. The site complies with product specifications of commodity market buyers including, but not limited to product form, size, weight, density and degree of contamination.

*g. Describe how the Vendor's operations will meet the requirements described in Section 4.3.5 of this RFP, pertaining to Litter, Odor, Noise, and Other Nuisances.*

## Spill Prevention and Response Protocols

WM is committed to keeping service areas safe and clean by adhering to strict spill prevention and spill response protocols, including maintenance procedures designed to catch potential spills, leaks, and hose breakages before they happen.

In the event of a spill, WM will pick up all blown, littered, and broken material occurring at the point of collection resulting from our operations. WM will exercise due care in the handling of all containers.

*(iii) Detailed description of the MRF and Transfer Facility as to the following requirements as indicated in the scope of services:*

*a. Describe the proposed hours and days of operation of the Delivery Facility and other facilities proposed to be used, including the MRF and Transfer Facility (if proposed), to meet or exceed the minimum requirements described in Section 3.3.1 of this RFP.;*

The Kansas City Recycling Facility receiving hours are Monday to Friday from 6:00am to 7:30pm.

*b. Describe how the scale house and scale house operations will meet the requirements described in Section 4.6.1 of this RFP, including number of scales and strategies to minimize queue time for collection vehicles, especially during peak periods. Scale house operations should be taken into consideration as part of the City's turnaround time requirement described in Section 4.6.4 of this RFP.;*

The scale house at the Kansas City Recycling Facility is adequately sized and equipped with two scales. One is for inbound traffic and the other for outbound traffic. In the event one scale malfunctions, the other can be used for inbound and outbound traffic until the second scale is repaired. Both scales are calibrated and certified every sixty days. A ticket is generated to include vehicle gross weight, vehicle tare weight, vehicle net weight and time of transaction. Additional information captured are truck number and commodity type. The scale house is attended by scale house attendant employees throughout the duration of open hours. The activity inside and outside of the scale house is monitored and recorded by video.

*c. Describe Vendor's approach to meeting the vehicle access to the Delivery Facility and vehicle clearance requirements described in Section 4.6.2 of this RFP;*

There are no overhead limitations at the Kansas City Recycling Facility.

*d. Describe Vendor's approach to ensuring priority access for City Vehicles at the Delivery Facility, as described in Section 4.6.3 of this RFP; and*

City vehicles will have priority access to scale in and tip loads of recyclables. There are multiple lanes in which trucks can tip, and a lane will be dedicated to city access.

*e. Describe Vendor's approach to meeting City Vehicle turnaround time requirements as described in Section 4.6.4 of this RFP.*

WM will provide a daily average turnaround time to not exceed 20 minutes.

*(iv) Provide a detailed description of the MRF storage procedures as to meet or exceed the requirements described in Section 4.7 of this RFP. Description must include approximate size of Processed material storage area, the approximate time that Processed materials will be stored onsite, what areas of the storage area will be outside the MRF building but under cover versus inside the MRF building, and other relevant information. The City will not permit long-term storage of any materials outside the MRF and uncovered.*

Processed materials at the Kansas City Recycling Facility, if needed to be stored, will primarily be stored inside the processing plant. The plant provides over 30,000 square feet for storage.

*(v) Describe how Vendor will meet the Recycling Material Audit Guidelines as described in Section 4.9 and Appendix B of this RFP.*

The Kansas City Recycling Facility will conduct, at the facility's expense, a recycling material audit at least twice per year.

## WM Recycling Facility Auditing Program for Quality Control

To ensure WM Recycling Facilities maximize the value of the materials they receive, onsite staff utilizes WM's standardized audit program protocols to audit inbound (customer), outbound (commodity), and residue material to understand composition and quality as it enters and leaves each facility.

As part of the audit program, each WM Recycling Facility must have trained audit personnel and a permanent audit area with equipment for sorting and weighing materials. Trained auditors and support staff collect materials and sort them into assigned material categories per ASTM 5231-2016 standards. The team enters audit data into WM's proprietary database, which performs a wide range of analytics for reporting purposes. Facilities audit their streams with enough frequency to get statistically reliable data, which is analyzed to identify areas for improvement and optimize facility performance.



*(vi) Describe Vendor's Public education procedures and facilities as to meet or exceed the requirements as described in Section 4.11 of this RFP.*

## Recycling Education and Outreach

### Simplifying Recycling Education to Recycle Right®

WM firmly believes in education – it is the foundation of everything we do regarding recycling. WM's Recycle Right® campaign leverages social science principles and design theory to make recycling both simple and convenient, encouraging residents behavior change.

Traditional marketing methods with broad reach have been shown to raise awareness or change perceptions but not to lead to behavior change. Interventions that are more direct, like a personalized tag left at the source of the behavior (on a contaminated cart), cause a consumer to change their actions.

Recycle Right® has proven successful at getting customers to change their recycling habits and reduce contamination because we:

1. Clearly define the problem (recycling confusion and contamination).
2. Simplify the message with 3 simple rules.
3. Give consumers a reason why they should do something.



All customers have full access to our Recycle Right® website that contains campaign materials, tools, and downloadable resources. The program is open source, with fresh materials and content appearing regularly.

Recycling presents different challenges in different environments. The comprehensive materials on the Recycle Right® website provide tailored tools for everyone, from residents to businesses, educators to property managers, and our municipal customers.

For example, the multifamily property managers tools make it easy to educate residents with a “what goes where” doorhanger and a new resident welcome letter, while Olathe may find the Recycle Right® MythBusters packet useful to answer the questions of enthusiastic recyclers.

Working together with Olathe we aim to drive greater recycling participation, increase confidence in recycling, increase diversion, and positively impact your community’s sustainability goals using the WM Recycle Right® campaign.

To learn more, go to [wm.com/us/en/recycle-right](http://wm.com/us/en/recycle-right) or see below for sample educational materials.

### Demystifying the Recycling Process

Based on surveys and focus-group feedback, we are working to communicate the recycling process more clearly to customers. Instead of using more technical recycling language, WM uses the terminology “curbside mixed recycling” in our education and outreach materials. This is just one way we are working toward demystifying the recycling process and making it easier for our customers to recycle right.

# RECYCLE RIGHT

To learn more, visit [wm.com/recycleright](http://wm.com/recycleright)



## Always Recycle



Plastic Bottles & Containers



Food & Beverage Cans



Paper



Flattened Cardboard & Paperboard



## Do Not Include In Your Mixed Recycling Container



NO Food or Liquids



NO Foam Cups & Containers



NO Glass Bottles & Containers



NO Green Waste



NO Loose Plastic Bags, Bagged Recyclables or Film  
Empty recyclables directly into your bin.



NO Batteries  
Check local drop-off programs for proper disposal



NO Clothing, Furniture & Carpet

© 2022 WM Intellectual Property Holdings, LLC. The Recycle Right recycling education program was developed by WM. Please consult your local municipality for their acceptable materials and additional details of local programs, when applicable.

# RECYCLE RIGHT

To learn more, visit [wm.com/recycleright](http://wm.com/recycleright)



## Most Common Contaminants

Keep these common contaminants OUT of your recycling bin.



No Recyclables In Plastic Bags  
Empty recyclables directly into your bin and leave the plastic bag out.



No Food & Liquids  
Compost instead! Otherwise it belongs in the trash.



No Electronics & Small Appliances  
Donate if in good condition, or schedule a bulky item pickup, if available. Check [earth911.com](http://earth911.com) for a local drop-off site.



No Textiles, Bedding, Rugs & Carpet  
Donate these items if they are in good condition. Large quantities may require special disposal.



No Tangles, Holiday Lights, Hangers & Extension Cords  
They wrap around equipment and can shut down an entire facility! They all go in the trash.



No Plastic Bags, Film/Sheeting & Flexible Film Packaging  
Take plastic bags back to local retailers to keep them out of the recycling stream. Visit [plasticfilmrecycling.org](http://plasticfilmrecycling.org) to find a drop-off location near you.



No Paper Napkins, Plates, Cups & Tissues  
Compost if possible, and remember to recycle the cardboard tube.



No Polystyrene Foam  
Foam and plastic containers are not recyclable curbside. Find drop-off programs for items like foam packing peanuts at [earth911.com](http://earth911.com).



No Tires, Auto Parts & Scrap Metal  
(Not in recycling or trash.) All can damage equipment and are safety hazards. Contact your local scrap recyclers or retail tire stores for recycling options, or check [earth911.com](http://earth911.com) for a drop-off center near you.



No Concrete, Wood & Construction Debris  
Can damage equipment & are safety hazards. You may be able to schedule a bulky item pickup - otherwise throw it in the trash or order a roll off bin by contacting Waste Management Customer Service.



No Yard Waste & Wood  
Compost or put in your yard waste cart, if available. Otherwise it belongs in the trash.



No Non-Recyclable Plastic  
Not everything that is plastic is recyclable! Recycle only food & beverage bottles, jugs and tubs.

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**Did you know recycling just one aluminum can saves enough energy to:**

- Run a TV for two hours?
- Power a 14-watt CFL bulb for 20 hours?
- Power a computer for three hours?

When you think of the difference just one person could make, imagine the positive impact whole communities could have by recycling.

### Give This Paper A Future!

This isn't this piece of paper's first rodeo. It's been recycled before, and it can be recycled again. So do your part.

#### Check out these other items that got a chance at a second career.

- That bottle in your cup holder today could become a park bench or even filling for a parka one day.
- Recycle that newspaper today, and it could return to your home in the form of a cereal box.
- Recycle that aluminum can today, and it could be back on the shelf as a new one in just 60 days!
- And this piece of paper? Recycle it today, and who knows what story it might tell later.

#### About WM:

We partner with our customers and communities to manage and reduce waste from collection to disposal while recovering valuable resources and creating clean, renewable energy.

To learn more, visit [wm.com/recyclerright](http://wm.com/recyclerright)



**It's Time To Rethink Recycling. Recycle Right Every Day.**



### You Have The Power! Ever wonder, "Why recycle?"

Sure, it's good for the environment, but there's more to it than that. Every day we encounter hundreds of recyclable items. By recycling properly, we can save tons of raw materials, which in turn can save time, energy and expense.

#### Recycle Right

Thanks to WM's advanced processing technologies, it's easier than ever to recycle. Simply put all your recyclables loose into your recycling container—don't bag your recyclables and please don't include loose plastic bags. Roll your recycling cart to the curb and WM takes it from there. Your recyclables go to the Materials Recovery Facility (MRF) where they are sorted and baled for use by manufacturers.

#### Quality Is Key

Keeping your recyclable material clean, dry and loose in your container—free from contamination—is the best thing you can do to help ensure the materials you recycle today go on to have a useful second life.



To learn more, visit [wm.com/recyclerright](http://wm.com/recyclerright)

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### Let's Get Back To The Basics Of Recycling

Remember these three simple rules each time you recycle:

- Recycle clean bottles, cans, paper and cardboard.
- Keep food and liquid out of your recycling.
- No loose plastic bags and no bagged recyclables.

**Always Recycle**

- Plastic Bottles & Containers
- Paper
- Food & Beverage Cans
- Flattened Cardboard & Paperboard

**Do Not Include In Your Mixed Recycling Container**

- NO Food or Liquids
- NO Loose Plastic Bags, Bagged Recyclables or Film  
Empty recyclables directly into your bin.
- NO Foam Cups & Containers
- NO Batteries  
Check local drop-off programs for proper disposal.
- NO Green Waste
- NO Clothing, Furniture & Carpet
- NO Glass Bottles & Containers

(vii) The Vendor must provide the summary plans described in this section with its proposal submittal. These should be summarized plans that address key points and should be limited to no more than 4 pages each. More detailed final plans will be requested of the selected Vendor prior to the Commencement Date for the Recycling Processing Services Contract.

a. *Traffic Plan.* For each facility (i.e., MRF and Transfer Facility, if proposed) proposed to be utilized by the Vendor, provide a visual traffic flow diagram or plan. The Vendor shall include a visual traffic flow diagram or plan that utilizes the site plan and identifies the intended traffic patterns for each vehicle type that will utilize the facility. The Traffic Plan should clearly indicate where vehicles will be required to back-up, if at all, during unloading. Per Section 4.6 of this RFP, traffic flow should minimize backing and close-quarter maneuvering;

b. *Recycling Processing Equipment Maintenance Plan.* Describe the preventative maintenance plan and equipment repair plan for Recycling Processing Equipment;

c. *Marketing Plan.* Provide a draft summarized Marketing Plan for Recyclable Material Processed at the proposed MRF to meet the requirements described in Section 4.8 of this RFP. The Marketing Plan should address each of the commodities proposed to be Processed (i.e., minimum Program Recyclable Materials as described in Section 4.3.1 of this RFP and any additional Recyclable Materials proposed by the Vendor). The Marketing Plan should include the Vendor's experience in Marketing materials and the proposed end-users and/or buyers of the Processed materials. The Vendor is encouraged to secure local markets for Processed materials, when possible; and

d. *Contingency Plans.* Proposals should include a Contingency Plan for, if during the term of the Contract, the Vendor's facility(ies) experience significant downtime, for any reason. The Contingency Plan should address how the materials delivered by the City will continue to be accepted and Processed in a timely manner.

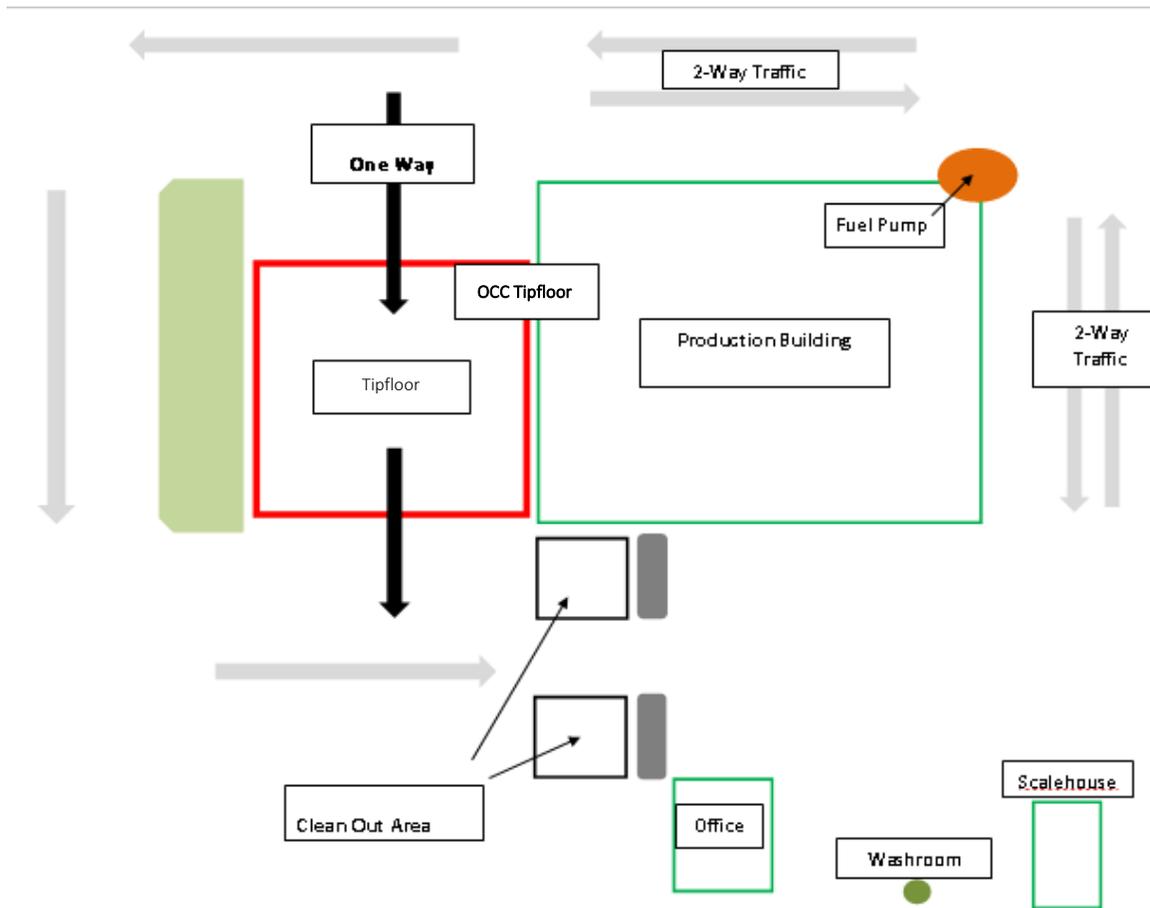
## Kansas City Recycling Facility Traffic Plan

### Tipping Floor Procedures for all WM Employees and Customers

- All customers must wait until they have been given clearance by the scale attendant to drive into the facility.
- All traffic must stop at the stop sign on the scale, before proceeding
- Only authorized personnel, with a radio can enter the tip floor on foot. Otherwise crossing the tip floor on foot is strictly prohibited.
  - Authorized personnel can enter only after having radio communication with the Equipment Operator.
  - Authorized personnel can enter only after Equipment Operator has stopped and lowered all equipment.
- Only the following personnel can enter the tipping floor workface:
  - Drivers
    - Helpers must either stay in the truck or get out at the Scale house
  - Equipment Operators
  - Authorized Personnel
- Salvaging or scavenging is strictly prohibited
- The scales are one way only, do not exit out the inbound scale or enter in the outbound scale.
- Equipment spacing:

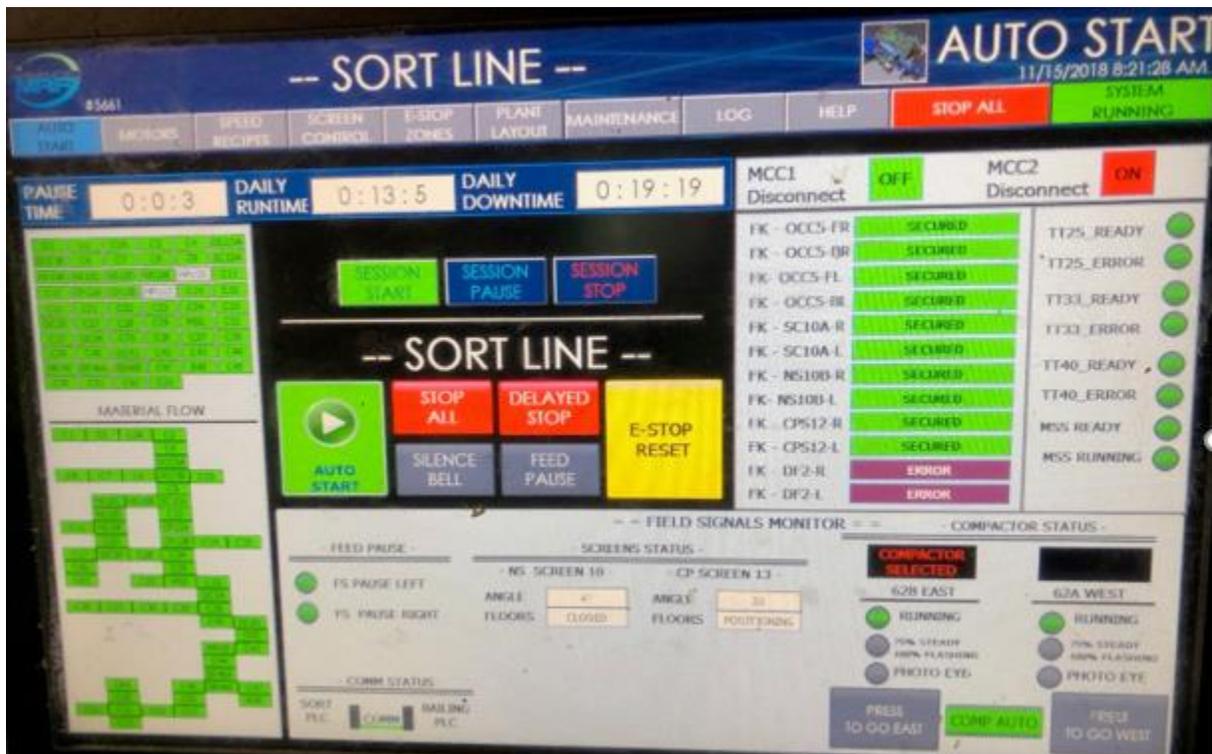
- A 5 meter/15 feet safe zone must be maintained between heavy equipment and other vehicles and/or people.
- Obey all instructions of the Loader Operator or WM Management
  - Wait for Operators directions before dumping
- Absolutely no use of cell phones or other communication devices while in motion (either forward or backward)
- No smoking allowed at any time on the property

### Site Layout



## Recycling Process Equipment Maintenance Plan

### Main Screen



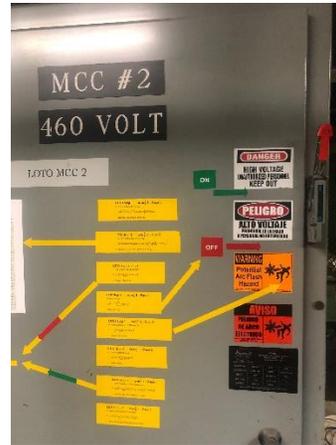
This is an overview of the main screen. In further sections, we will look deeper into the various functions of the main screen.

- |                |   |
|----------------|---|
| Auto Start     | 1. The main screen is used to view the entire system.                                   |
| Motors         | 2. Motor settings. Speeds, power usage and current running status.                      |
| Speed Recipes  | 3. Preset recipes. Saved system presets for dry, wet, heavily soiled, paper heavy flow. |
| Screen Control | 4. Control the screens angle and floors.  |
| E-Stop Zones   | 5. Verify which E-Stop has been triggered.  |
| Plant Layout   | 6. Visual layout of the system.   |
| Maintenance    | 7. Allows the operator/mechanic to unlock the screen doors.                             |

- Log 8. Logs the E-Stops, pauses, and machine start/stop times.
- Help 9. Total run time hours for the system
- STOP ALL 10. Stops everything from running

**How to start and stop the system**

The design of the single stream system is to start from the last belt (residue) back to the drum feeder belt by belt. First make sure MCC1 and MCC2 breaker is in the on position.



This figure shows the sequential startup of the system. The system starts at one and the last piece of equipment to start is the drum feeder.

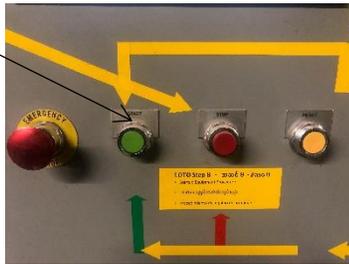


There are two methods for starting the system:

1. Using the touch screen on the main menu press and hold the auto start button.



2. Using the push button on the front of the MCC panel, press and hold the start button and the system will start.

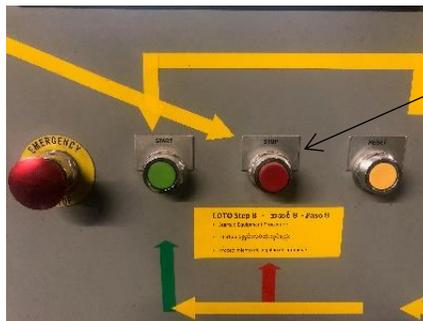


There are four methods to stop the system:

1. Using the touch screen on the main menu press the STOP ALL control. The system will stop every belt including the screens and optical sorters.



2. Using the push button on the front of the MCC panel, press stop, and the system will stop.



- Press the stop all icon at the top of the touch screen.

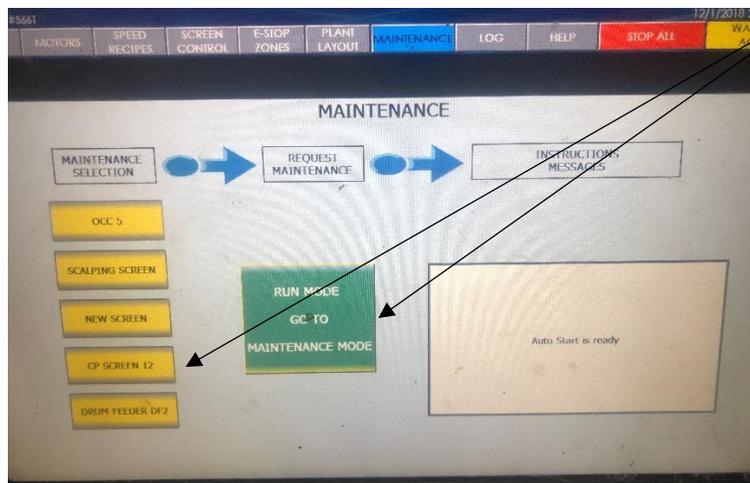


- The delay stop is designed to prevent leaving material on the screens.



The entire system should be emptied before stopping the system. If material is left in the screens the potential for a jam is increased. Emptying the screens before screen cleaning will provide a safer work environment.

If any employee must enter the screens you must go to maintenance mode for that specific screen and activate it. Choose the screen and it will highlight in yellow and press the maintenance mode.



The screen door will unlock, and the floors will close. Check the screen control to make sure your floors are closed.



**Emergency stops and pause buttons**



**Emergency stops:**

Emergency stops must occur when and employee could be subject to injury, fire, emergency evacuation or potential damage to equipment could occur. Inspect an emergency stops for damage and report any defects to the supervisor and maintenance.

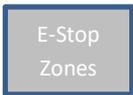
The facility mainly uses two style of emergency stop.

1. The push button style located at most sort stations. To reset this style of e stop, turn the knob clockwise and pull out.
2. The emergency pull cord style is mainly located on long surface areas near potential hazards. An example would be along both sides of a screen. The e stop comprises of a pull cord fixed at one end and the other end attached to emergency mechanism. It can be difficult to locate the reset button. Follow the pull cord to either end. One end is tied off to the machine. The other end is the reset.

The off position is stating that the Estop has been triggered.



**How to locate and reset an emergency stop using the information provided on the MCC touch screen:**

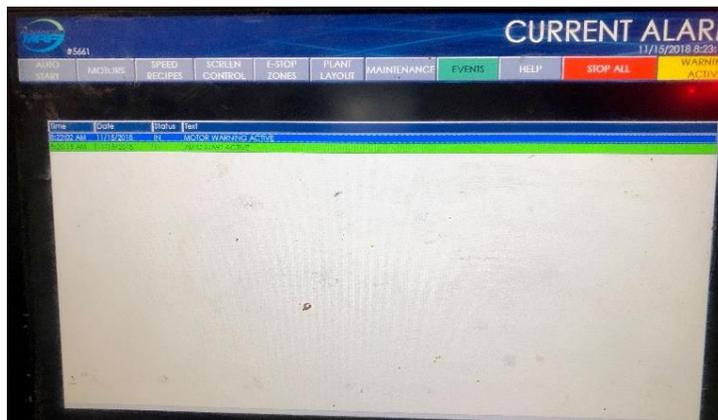


Select the alarm symbol. It will pull up the alarm page. The message column will describe the location of the estop. Use the belt diagram to locate the belt or screen

that requires reset.



This option is the event menu where it logs every problem that has occurred.



The message will contain four items.

1. Time
2. Date
3. Status
4. Text

## Marketing Plan and Experience

Every day we work with customers like Olathe to collect, transport, and sort recyclables, but these local efforts are supported by global economic trends. When economies are thriving, people buy more, which increases the demand for recyclables that are used to produce new products. Also, when fuel prices are high there is a greater demand for recyclable petroleum-based products such as plastic bottles. Such economic factors and the overall strength of the global economy drive demand for recyclable material, the growth of single stream recycling infrastructure, and the expansion of collection programs at the local level. While a global market has supported recycling growth, it also means that market conditions – both positive and negative – are a reality that we must constantly manage in collaboration with our customers.

**WM is the largest recycler in North America, handling approximately 15 million tons of recyclables per year at 105 processing facilities.**

For more than two decades, WM has sustained recycling programs despite a persistent decline in commodity markets. We have relied heavily on the experience, relationships, and proactive efforts of our material marketing team as well as significant investments in recycling technologies to ensure WM Recycling Facilities are efficiently producing the highest quality feedstock to our customers.

### Our Position on Plastic Exports

WM has responded to market challenges by redirecting our efforts to establish responsible, domestic solutions for plastics.

Nearly 82% of recyclables (paper and plastic) we collect are sold to domestic markets for processing and no plastics collected on our residential routes and processed at WM single stream recycling facilities are sent outside North America. Where there is no market, after we have exhausted every effort, we are disposing of this material responsibly.

As your service provider, WM will be Olathe's advocate for proper management of materials through end of life.

### WM's Material Marketing Team

Our Material Marketing Team has expertise in securing end markets for our customers' materials, even during difficult economic times, has proven to be invaluable for the success of North America's recycling programs.

In addition to marketing to domestic and international customers, we target new markets based on global growth trends (GDP), new regulations, and the path of manufacturing. Our team works directly with all end consumers, cutting out the middleman and maximizing our ability to market material to its highest and best use. We also work closely with our recycling facility operations teams to define changes in specifications and quality standards needed to market material. This allows our operations team to confirm the processing standards we utilize to yield material that can be sold.

WM's materials marketing team will consistently and aggressively:

- Explore all potential short and long-term material sales options
- Maintain an accurate and detailed compilation of end markets, market opportunities, and material market specifications
- Negotiate and sell materials in an honest, forthright manner to our customers, for the best possible prices on behalf of our projects

- Provide material marketing services that meet customer requirements and help sustain the dependability and long-term sustainability of programs.

### **Sustainable Outlets Growing Domestically**

Since China's retreat from the import market in 2018, domestic markets have slowly begun to come online - particularly for paper and plastic. New and expanded paper mills in the U.S. are using more curbside mixed paper and cardboard while the growing economy in the U.S. and the growth of e-commerce further bolsters fiber markets.

At the same time, pressure on the plastic industry has increased demand for most plastic bottles. Manufacturers who have made commitments to using post-consumer content in their bottles to reduce GHG emissions and marine debris are stepping up to purchase more post-consumer plastic.

### **Contingency Plans**

If, all inbound materials can't be processed the Kansas City Recycling Facility, the management team will determine how much volume needs to be diverted per day. The Kansas City Recycling Facility has two major diversion sites, contacts are listed below.

#### **Diversion Sites**

##### **GFL**

Address: 19212 E. 231st St., Harrisonville, MO 64701

Contact: Ben Seiferman, Regional VP

Phone: 816- 260-2538

Email: jcooper@wcamerica.com

- GFL can take 75 -100 tons per day

##### **WM Shawnee County Recycling Facility**

Address: 7521 NW US HWY 75, Topeka, KS 66618

Contact: Tronnie Blair, Recycling Facility Manager

Phone: 573-723-0430

Email: tblair@wm.com

- WM Topeka can take 60 tons per day

Should the above listed diversion of 160 tons per day is not adequate, the Kansas City Recycling Facility will bale single stream materials and contact Mac Schaffer, Major Account Manager, at 816-656-6002 or mscaff1@wm.com for Commodity Sales, for accepting locations within the WM Marketing Business Partnerships.

## Service Option 2 – WM Transfer Station Operation, Hauling, and Disposal Services

### 6.3.3.3 Service Option 2: Transfer Station Operation, Hauling and Disposal Proposals:

Proposals submitted for Service Option 2 shall contain the following information:

(i) List of Solid Waste in addition to Acceptable Solid Waste that will be accepted (proposals involving Transfer Station operation);

WM has no additions to the wastes to be managed beyond what is already included in “Acceptable Solid Waste”. WM would agree to review and discuss opportunities to as they surface.

(ii) Detailed operating plan:

*a. Demonstrating ability to operate the Transfer Station to ensure a daily capacity of 500 tons per operating day for the term of the Contract;*

Wastes will be brought into the facility by collection vehicles. To prevent vehicles from backing into the receiving pit, drivers are directed to dump onto the tipping floor and never directly into the pit. The rubber tire loader operator at the facility assists with directing backing and unloading when needed. Typically, a barrier of refuse is on the floor in front of the pit and only the Stationary Material Loader operator transfers waste from the floor into the transfer trailer positioned in the pit.

The transfer trailers are weighed once loaded and hauled to the disposal site. Waste will be loaded into the transfer trailer on the same day it arrives at the facility. The final disposal site for the waste is the Johnson County Landfill.

In order to optimize the benefit to the City, WM recommends proactive collaboration with the City following award of the contract to coordinate acceptance of WM direct drive volume at the Transfer Station that does not in any way inhibit City trucks but maximizes hours available for access by WM vehicles. WM would expect these volumes to grow over time as we develop business that would benefit from the use of the City's asset.

As a follow-up to our individual pre-bid meeting we had with City staff on February 19 at the Transfer Station, WM remains very interested in collaborating with the City with the goal of increasing capacity and tonnage managed at the facility. Items to continue to explore together include the examples provided in the RFP specifications Section 3.1.2:

- Extension of the Transfer Station operating hours for sole use of Vendor vehicles.
- Modification of the Transfer Station to include an additional adjacent storage area for materials (MSW or C&D).
- Changes to the Transfer Station gate fees at the Transfer Station to further discourage C&D materials.
- Modifying public drop-off and/or C&D areas to allow for direct unloading into Transfer Trailers.

This is in addition to WMs proposal included in our Financial package to increase benefit to the City via the host fee paid for at least 10,000 tons per year of WM passthrough tonnage at the facility.

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*b. Demonstrating ability to meet turn-around time requirements for City customer vehicles stated in the RFP;*

---

WM will direct self-unloading collection vehicles to un-tarp outside of the facility before entering the tipping floor. As waste is deposited it will be cleared from the tipping floor to provide room for further waste to be delivered. Rubber-tired loader equipment will be properly sized to keep up with daily volume. A back up rubber-tired loader will be maintained on site to be used in the event of a breakdown therefore insuring uninterrupted service to the city collection vehicles. When WM previously operated the Olathe Transfer Station, we were able to consistently meet the 10-minute average.

---

*c. Demonstrating ability to Dispose of all Solid Waste delivered by the Contractor at the Disposal Site;*

---

Waste will be transferred to WM's Johnson County Landfill located in Shawnee, Kansas. The site has 27 million tons of remaining disposal capacity and a projected site life of over 17 years. The waste from the transfer station will be hauled in 100 cubic yard transfer trailers and will be tipped on the landfill tipper. Once emptied, the trailers will be brought back to be loaded again.

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*d. Demonstrating ability to Dispose of a minimum of 8,000 tons per month at the named Alternative Disposal Site; and*

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In the event that our Johnson County Landfill is not available, WM will direct the waste from the Olathe Transfer Station to be delivered to our Rolling Meadows Landfill. Located in Topeka, Kansas, our Rolling Meadows Landfill has over 11 million tons of disposal capacity and a projected site life of over 40 years.

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*e. Including Vendor's Fire Prevention Plan.*

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### **Fire Prevention and Control**

Upon identification, unacceptable wastes that are inadvertently received at the facility shall be removed from the waste stream and handled in accordance with the applicable regulations. Unacceptable wastes shall not be stored at the facility. Facility personnel responsible for waste screening will prohibit smoldering waste loads from entering the facility. Smoldering waste shall be extinguished with water or approved chemicals, if necessary, prior to entering the facility. In the event a smoldering load of waste enters the facility, it shall be extinguished with water or approved chemicals prior to entering the transfer station. Should a fire occur at the facility that cannot be handled by facility personnel, the Olathe Fire Department shall be contacted for response.

Solid waste shall not be left at the facility for more than 24 hours, reducing the potential for gas accumulation, fire or explosions. Solid waste brought to the facility shall first be inspected for potential hazards, and if hazards are determined, they shall be removed and handled in a manner dictated or warranted by the situation. No significant accumulation of explosive gas or the potential for fire is anticipated with the storage of the recovered material. Therefore, facility operations related to potential fires and/or explosions, does not represent more than normal and acceptable risk.

### **Fire-Fighting Equipment**

Fire hydrants/hoses and extinguishers are intentionally located throughout the facility to be readily available in the event of fire.

### **General Plan of Action**

In the event of a fire or explosion, the following general plan of action shall be carried out as follows:

- If the fire is relatively small and confined to a single location, attempt to extinguish it using fire extinguishers.

- If the fire appears out of control, contact the Olathe fire department immediately.
- If possible, remove all equipment and loose materials from the fire scene.
- Rope off the area, and do not allow unauthorized personnel to enter.
- Do not endanger human health in an attempt to extinguish the fire.

Emergency response personnel from the City of Olathe fire department shall be invited to tour the facility on a regular basis. This will allow the response - personnel to become familiar with the transfer station and will provide the operating personnel with an opportunity to ask questions about specific emergency scenarios.

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*(iii) Detailed equipment plan including, but not limited to, the following:*

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*a. Type of equipment;*

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WM will utilize a 2025 Cat rubber-tired loader (or equivalent) equipped with solid tires for the primary manipulation of the waste received at the transfer station. The Cat has a daily capacity range of 500-1000 tons per day. WM will keep and maintain a rubber-tired loader (or equivalent) as a backup to the primary vehicle. This will insure uninterrupted service to the City. The vehicle has a daily capacity range of 350-500 tons per day.

In addition to the loaders listed above, WM will keep and maintain a 2022 Freightliner or equivalent spotting truck to move full trailers from the load out bay and replace them with empty trailers.

If WM chooses to subcontract with a vendor for the loading services, City approval will be requested.

WM will employ a subcontractor to provide transportation services. The subcontractor will supply eight to ten 100 cubic yard transfer trailers and two to three over-the-the-road road-tractors to transfer the waste to the disposal site and return the trailers back to the transfer station. The subcontractor will be a reliable transportation contractor that manages the transportation needs of four other customers in the Kansas City area. When volumes grow at the transfer station, the subcontractor will be able to flex and add trailers and tractors to accommodate the increase.

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*b. Age of the equipment;*

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Please see our response to Question iii.a above.

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*c. Capacity of the equipment;*

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Please see our response to Question iii.a above.

---

*d. Quantity of front-line and spare for each type of equipment;*

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Please see our response to Question iii.a above.

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*e. Other information to describe the equipment to be utilized for the Transfer Station Operation, Hauling, and Disposal Services; and*

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WM would utilize its proprietary "Fastlane" computerized load ticket system, providing the city with complete reporting in an organized and efficient way.

## WM Fastlane Provides Quick Turnaround Times and Enables Disposal Tonnage Tracking and Reporting

Using a proprietary gate house management software system called Fastlane, WM has developed procedures to ensure accurate, real-time data reporting focused on prompt receipt and departure of vehicles. Fastlane is specially designed for receiving, tracking, and reporting solid waste transactions at our network of facilities. Fastlane offers reporting flexibility and customization to generate meaningful, timely data for our customers.

Innovation is a cornerstone of our operations. WM uses an Application Programming Interface (API) – an integration tool that allows for an unprecedented level of sharing data between systems. This allows WM's business partners, vendors, and customers (including cities and municipalities) to integrate data with their applications, mobile solutions, and business processes. API is the “middleman” that enables the sharing and exchange of waste-related information in different business areas including:



WM gate houses quickly process vehicles.

- Hauling-related data – ticket information, service status, service confirmation, etc.
- Disposal-related data – ticket status and tonnage
- Billing – invoice and payment information, etc.

NOTE: Like any software, APIs must be custom-built to give the exact data needed, based on technical requirements. WM adheres to the highest security standards and protocols to assure privacy and security.

*f. Describe Vendor's willingness to enter into negotiation for implementation of capital improvements and indicate any advantages or disadvantages the Vendor would anticipate if the City chooses to employ this approach, as described in Section 5.8.1.*

WM would welcome the opportunity to enter into negotiations for possible capital improvements. WM's knowledge of design, permitting, and operation of solid waste and recycling systems is second to none. Our network of 506 solid waste transfer stations across North America, helps assure that improvements are designed in accordance with WM's experience and expertise. Our local experience in this City and across our network of facilities, make us highly qualified to partner with the City of Olathe.



# Chapter 4: Experience and Qualifications

*Experience: Provide a narrative overview of the Vendor's experience that is relevant to the Service Option being proposed, as described in this RFP. In addition, Vendor must complete Form 3. Vendor must demonstrate experience performing similar services for similar local government clients and facilities. Vendors are permitted to utilize additional copies of Form 3 if required, and to supply additional information that will assist the City in understanding the Vendor's experience.*

WM is a local company with operations throughout Kansas. Our outstanding history of past performance, regulatory compliance, and superior safety record, along with the financial and resource backing of North America's largest environmental services company, give us the foundation needed to not only meet but exceed Olathe's expectations for waste and recycling services.

## WM: Who We Are and What We Do

As North America's leading provider of comprehensive environmental services, WM serves millions of residential, commercial, industrial, and municipal customers throughout the U.S. and Canada by collecting, transporting, and finding new uses for the waste they generate. We also collaborate with our customers to help them achieve their sustainability goals through managing and reducing waste and operating more sustainably.

To serve our diverse customer base, we have developed the industry's largest network of collection operations, transfer stations, and recycling and disposal facilities, led by a team of ~61,700 employees motivated to go above and beyond. Unmatched in geographical reach and ability, our resources enable us to manage every aspect of our customers' waste streams.

### WM At-A-Glance

<b>People</b> <b>~61,700</b> team members	<b>Operations</b> <b>\$22 billion</b> revenue <b>262</b> operating landfills <b>18,347</b> collection vehicles	
<b>Material is Repurposed</b> <b>105</b> recycling facilities <b>49</b> organics processing facilities <b>15.2 million tons</b> of material recovered in 2023 <b>3</b> CORE® facilities processing organics into bio slurry	<b>Energy is Renewable</b> <b>12,000</b> alternative-fuel vehicles <b>18</b> landfill gas-to-energy facilities <b>~200</b> natural gas fueling stations <b>136</b> renewable energy projects owned or hosted at WM landfills	<b>Communities are Thriving</b> <b>800+</b> community organizations supported through monetary and in-kind contributions <b>13,500</b> acres actively managed through certified wildlife habitat programs <b>300</b> habitat, species, and education projects <b>70+</b> Wildlife Habitat Council-certified programs across North America

*Data represents the most recent information published in the WM 2024 Sustainability Report*

## WM is Innovating Today, For Tomorrow®

For more than 50 years, WM has played an important role in keeping our communities clean and safe. Today, we are focused on maximizing the value of resources and minimizing environmental impact, while working toward a future where **materials are repurposed, energy is renewable, and communities are thriving.**

**WM is deepening its commitment to communities by expanding the breadth and depth of our sustainability offerings and innovating today, FOR TOMORROW®.**

This strong foundation has enabled us to become not only a service provider, but also a resource our customers depend on to help them meet their evolving needs. The comprehensive environmental solutions we provide help our customers pursue waste diversion, recycling, and sustainability goals. Now, as demand for recycled content and lower-emission energy sources grows, we are building the circular solutions that help communities thrive.

To do this, we are executing sustainability growth investment plans of more than \$2.8 billion from 2022 through 2026, and centering our sustainability strategy on three core ambitions:

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### **Material is REPURPOSED**

**WM plays an essential role in the circular economy by investing in and operating innovative recycling solutions that fuel the reuse of materials.** We are leveraging state-of-the-art technology and automation in our recycling facilities, piloting solutions for hard-to-recycle materials such as plastic film and textiles, identifying new reuse opportunities for organic materials, and helping events, stadiums, and businesses improve circular material management. We plan to invest over \$1.4 billion in approximately 40 new and upgraded recycling facilities between 2022 and 2026, which is expected to add 2.8 million incremental tons of capacity annually. In addition, we remain focused on consumer behavior and education through our **Recycle Right®** program.

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### **Energy is RENEWABLE**

**WM is innovating to reimagine the modern landfill, transform landfill gas into renewable energy, and help fuel our own fleet and communities.** We are continuing to deliver on our plans to invest over \$1.4 billion between 2022 and 2026 to build 20 new WM-owned facilities that will convert landfill gas into pipeline quality renewable natural gas (RNG). By capturing and converting landfill gas into RNG, we can allocate a portion to our own fleet and offer a lower-carbon energy source to communities and customers. By 2026, we are aiming to allocate RNG to 100% of our compressed natural gas fleet in the U.S.

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### **Communities are THRIVING**

**WM shows up for its communities by investing in our employees, safety, education, conservation, workforce development and more.** We are committed to continuously improving safety and strive to create a diverse and inclusive workplace that supports employees' career aspirations. To build a future-ready workforce in a competitive marketplace, we work to recruit from untapped talent pools, help to reduce barriers for prospective candidates, and emphasize the importance of training and education opportunities for employees at every level of our organization. We also emphasize the importance and practice of safe actions through our safety vision — Get Home Safe Every Day.

---

## Local, Regional, and National Resources for Olathe

With WM as your service provider, Olathe will receive more than simple waste and recycling services. You will have an ally with unmatched resources that give you peace of mind that your waste and recycling will be managed, even during emergency and natural disaster situations. Our operations are performed using proven best practices in full compliance with all local, state, and federal regulations.

**Local support:** WM has another recycling facility and a landfill in Topeka, as well as other hauling districts within Kansas. Having the ability to share resources within a small geographic area allows us to keep rates low and service your city without interruption.

**National support:** As the leading waste provider in North America, WM can get the best rates and availability from our truck, container, and office equipment vendors. In the event of an emergency or natural disaster, we can pull additional resources from our hauling districts throughout the nation.



## Safety: A Core Value for WM

Safety is a core value for our company. We understand the magnitude of the responsibility we have and strive to confirm that each task, piece of equipment, and company policy and procedure reinforces safe actions and behaviors.

Overall injury rates in our industry have improved substantially in recent years and WM's performance in this area has ranked among the best. We actively work with trade associations, such as the National Waste & Recycling Association and the Solid Waste Association of North America (SWANA) to advance safety within our industry and among our customer base.

You do not need to search long to see how we fulfill our commitment to safety – it is woven into everything we do – from hiring practices to training to advancing safety technologies to preventive maintenance.

## Ethics and Compliance: A Trusted Provider

When selecting a solid waste and sustainability provider, business ethics matter. Below we share our ethical standards, policies, and safeguards that contribute to our success as a trusted provider – focusing not only on the results we achieve, but how we achieve them.

In order to provide the highest quality service to our customers, we strive to operate in a way that establishes and demonstrates clear ethical standards and strict compliance with applicable laws, rules, regulations, and best practices. At WM, we are rooted in ethical behavior which makes us more successful overall and helps us attract and retain the most talented employees while building trust among our customer base and within the communities we operate.

At WM, in the simplest terms, our values come down to this: Do the Right Thing. The Right Way. This idea sets the standard for our fundamental commitments and core values and guides our daily actions and decisions. At all levels, our employees are expected to promote and display our commitments and values through their daily words and actions. In addition, our managers are expected to guide employees to understand the ethical implications of their day-to-day choices and set an example by holding themselves and their employees accountable to Do the Right Thing. The Right Way.

Key efforts we make to support our culture of ethics, include:

- **Having a Vice President and Chief Compliance and Ethics Officer (CCEO)** who is responsible for the Corporate Compliance and Ethics Program. The CCEO reports directly to the Executive Vice President and Chief Legal and Corporate Development Officer and has an independent reporting relationship to the Audit Committee of the Board of Directors.
- **Formalizing the Corporate Compliance and Ethics Program** in a way that is aligned with our business operations and risk profile. The Corporate Compliance and Ethics Program's scope includes compliance with all external laws and regulations as well as internal policies and procedures. It acts as a hub in collaboration with the other company compliance programs. The program covers our SPEAK UP | LISTEN UP | FOLLOW UP culture, Code of Conduct and related training and communications, the Integrity Helpline, investigating select compliance and ethics matters, compliance and ethics risk assessments, and our culture of compliance and ethics. Under the program also includes Compliance Audit Services, which is the independent auditor for Environmental, Health and Safety compliance.
- **Providing every employee with our Code of Conduct**, titled "Do the Right Thing. The Right Way." This is our mantra to describe how we treat each other and how we conduct our business. The Code is structured and organized around our two fundamental commitments: Our People First and Success with Integrity. The Code covers important compliance and ethics topics and outlines how our commitments and values impact our employees' daily actions and decisions.
- **Establishing a SPEAK UP | LISTEN UP | FOLLOW UP** culture where employees SPEAK UP knowing that we will LISTEN UP and FOLLOW UP. This culture is promoted through our Code of Conduct, compliance and ethics forums and committees, trainings, communications, screensavers, and posters. WM prohibits any form of retaliation when someone SPEAKS UP in good faith.
- **Providing a confidential Integrity Helpline** operated through a multilingual third party to which reports can be made anonymously 24 hours a day, 7 days a week (by phone or by web).
- **Focusing on compliance and ethics communications and trainings** that are tailored and risk based. These are aligned with our Code of Conduct to provide employees with the information and resources they need to demonstrate our commitments and values, as well as information on our SPEAK UP process. These online and in-person trainings and related communications are designed to engage employees by highlighting key takeaways and include messages from senior

For the 15th year, WM was recognized as one of the World's Most Ethical Companies in 2024 by The Ethisphere Institute, the global leader in advancing the standards of ethical business practices.

We credit this recognition to the hard work of our ~61,700 employees who elevate WM from a best-in-class environmental services company to a world-class leader.



leadership, real-life scenarios, microlearning videos, key takeaways, and links to related policies and procedures. All WM employees receive an annual required Code of Conduct training that is updated each year to feature different risk areas, topics, and scenarios.

- **Operationalizing compliance and ethics** through cross-departmental compliance and ethics committees and senior leadership and manager compliance and ethics forums. The committees have formal charters, documented agendas, and meeting minutes. They cover a variety of risk areas, including business practices, compliance training, data privacy, employment practices, environment, fraud, immigration, international and anti-corruption matters, and safety. In addition to these committees, WM holds compliance and ethics forums that engage leadership and varying levels of managers on major compliance and ethics initiatives and issues and allow for an open dialogue on how to strengthen our culture of compliance and ethics throughout the entire organization.
- **Rewarding team members who Do the Right Thing. The Right Way** through recognition programs designed to celebrate team members who exemplify our commitments and values and contribute to maintaining and strengthening our overall culture of integrity.
- **Assessing and reviewing programs and processes** to continuously assess the effectiveness of the compliance and ethics program. This includes formal self-assessments, risk assessments and the ongoing analysis of data from a variety of sources to identify trends, mitigate risks, and determine ways to enhance the program.

WM has the best people in the industry and a strong corporate culture focused on deep commitments to environmental sustainability, integrity, and the customers we serve. We believe our employees are our greatest assets, and if we take care of them, they will take care of our customers, our communities, our shareholders, our environment, and each other.

We are a customer-focused company, and operating ethically is crucial to our success and yours. We not only aim to offer convenient, sustainable, and valuable services to Olathe, we intend to build trust through honest collaboration and ethical practices.

## Empower Your Decision Making with our Satisfied Customers

Our team has relevant experience and expertise in delivering exceptional results in similar projects. We have carefully selected these references because the scope of services, goals, and successes align with the requirements and objectives outlined in the City of Olathe RFP. Our commitment to providing quality references is unwavering. We are confident that our extensive experience and outstanding team will contribute to a long-term collaboration focused on meeting and exceeding Olathe's goals.

### Form 3 – Service Option 1

Please see the following pages for our complete Form 3 for Service Option 1 and Service Option 2.

Please indicate the Service Option addressed in this form:

- Service Option 1: Recycling Processing Services
- Service Option 2: Transfer Station Operation, Hauling, and Disposal Services

**APPENDIX A: FORMS**

**Form 3: Experience**

Vendors must submit with this form a list of a minimum of five (5) examples for which the Vendor has provided similar services to those being proposed in this proposal to demonstrate applicable experience. These may include agreements with public agencies, cities, or towns presently or historically being served by the Vendor or direct experience for the Service Option being proposed. The City will reserve the right to contact listed local governments to inquire about performance.

Vendors are permitted to utilize additional copies of this form if required, and to supply additional information that will assist the City in understanding the Vendor's experience.

1. Name of Public Agency: Shawnee County Solid Waste  
 Address: 1515 NW Saline, Suite #225  
Topeka, KS 66618  
 Phone Number: 785-233-4774  
 Contact Person: Bill Sutton  
 Year Contract Initiated: 2012  
 Type of Facility and Annual Capacity: Recycling facility with 9,000 tons of monthly processing capacity  
 Annual Capacity of Facility Utilized: \_\_\_\_\_  
 Description of Services: Recycling processing

2. Name of Public Agency: KC Disposal  
 Address: 10011 Woodend Road  
Edwardsville, KS 66111  
 Phone Number: 913-378-7140  
 Contact Person: Matt Gibson  
 Year Contract Initiated: 2018  
 Type of Facility and Annual Capacity: Recycling facility with 9,000 tons of monthly processing capacity  
 Annual Capacity of Facility Utilized: \_\_\_\_\_  
 Description of Services: Recycling processing

3. Name of Public Agency: Republic Service  
 Address: 3150 N. 7th Steet Trfy  
Kansas City, KS 66115  
 Phone Number: 512-712-0980



Contact Person: David Baker  
Year Contract Initiated: 2017  
Type of Facility and Annual Capacity: Recycling facility with 9,000 tons of monthly processing capacity  
Annual Capacity of Facility Utilized: \_\_\_\_\_  
Description of Services: Recycling processing

4. Name of Public Agency: City of Overland Park  
Address: 8500 Sante Fe Drive  
Overland Park, KS 66212  
Phone Number: 913-895-6000  
Contact Person: Lorraine Basalo  
Year Contract Initiated: 2017  
Type of Facility and Annual Capacity: Recycling facility with 9,000 tons of monthly processing capacity  
Annual Capacity of Facility Utilized: \_\_\_\_\_  
Description of Services: Recycling processing

5. Name of Public Agency: Gardner Disposal  
Address: 115 W Warren Street  
Gardner, KS 66030  
Phone Number: 913-856-3851  
Contact Person: Tim Henry  
Year Contract Initiated: 2017  
Type of Facility and Annual Capacity: Recycling facility with 9,000 tons of monthly processing capacity  
Annual Capacity of Facility Utilized: \_\_\_\_\_  
Description of Services: Recycling processing

## Form 3 – Service Option 2

Please indicate the Service Option addressed in this form:

- Service Option 1: Recycling Processing Services  
 Service Option 2: Transfer Station Operation, Hauling, and Disposal Services

### APPENDIX A: FORMS

#### Form 3: Experience

Vendors must submit with this form a list of a minimum of five (5) examples for which the Vendor has provided similar services to those being proposed in this proposal to demonstrate applicable experience. These may include agreements with public agencies, cities, or towns presently or historically being served by the Vendor or direct experience for the Service Option being proposed. The City will reserve the right to contact listed local governments to inquire about performance.

Vendors are permitted to utilize additional copies of this form if required, and to supply additional information that will assist the City in understanding the Vendor's experience.

1. Name of Public Agency: Boonville Transfer Station  
Address: 1509 Locust Street  
Boonville, MO 65233  
Phone Number: 660-882-2332  
Contact Person: Kate Fjell  
Year Contract Initiated: 2021  
Type of Facility and Annual Capacity: Solid Waste Transfer Station - 32,000 tons per year  
Annual Capacity of Facility Utilized: 17,000 tons per year  
Description of Services: Manage all scale house, transfer station and transportation operations to transfer solid waste from City of Boonville to Maple Hill Landfill in Macon, MO.
2. Name of Public Agency: Miami County, KS  
Address: 23765 West 327th St.  
Paola, KS 33071  
Phone Number: 913-294-4377  
Contact Person: Eric Sandberg  
Year Contract Initiated: 2016  
Type of Facility and Annual Capacity: Solid Waste Transfer Station - 50,000 tons per year  
Annual Capacity of Facility Utilized: 29,000 tons per year  
Description of Services: Manage all scale house, transfer station and transportation operations to transfer solid waste from Miami County to Johnson County Landfill in Shawnee, KS.
3. Name of Public Agency: Moberly Transfer Station  
Address: 101 Martin Lane  
Moberly, MO 65270  
Phone Number: 660-353-1505

Contact Person: Tom Sanders  
Year Contract Initiated: 2021  
Type of Facility and Annual Capacity: Solid Waste Transfer Station - 25,000 tons per year  
Annual Capacity of Facility Utilized: 13,000 tons per year  
Description of Services: Manage all scale house, transfer station and transportation operations to transfer solid waste from City of Moberly to Maple Hill Landfill in Macon, MO.

4. Name of Public Agency: City of Spring Hill, KS  
Address: 401 N. Madison St.  
Spring Hill, KS 66083  
Phone Number: 913-592-3664  
Contact Person: Jim Hendershot  
Year Contract Initiated: 2009  
Type of Facility and Annual Capacity: 2,499 residential homes and 175 commercial and industrial locations  
Annual Capacity of Facility Utilized: -  
Description of Services: Weekly collection of solid waste

5. Name of Public Agency: City of Overland Park, KS  
Address: 8500 Santa Fe Drive  
Overland Park, KS 66212  
Phone Number: 913-895-6273  
Contact Person: Jim Twigg  
Year Contract Initiated: 2010  
Type of Facility and Annual Capacity: 50 commercial and industrial city facility locations  
Annual Capacity of Facility Utilized: -  
Description of Services: Various solid waste collection and disposal services



## Chapter 5: Financial History

*Vendor shall furnish a copy of its audited financial statements for the most recent two (2) years for which the Vendor has completed audited statements. In the event the Vendor does not have an audited financial statement, Vendor may substitute non-audited financial statements and complete federal tax returns for the last two (2) years. In addition, Vendor shall disclose whether Vendor or parent company has ever filed for bankruptcy.*

### Financial Strength: The Foundation for Our Commitment

WM's financial strength is the foundation for our commitment to serve our customers, perform our obligations, and protect the environment in conducting our broad services. Our industry leadership and strong financial position gives Olathe assurance that we can and will fulfill our obligations.

- As North America's leading provider of comprehensive environmental services, WM's revenue in 2023 was \$22 billion. Our business performs well in any economic environment given the essential nature of the services we provide and the recurring nature of our revenue. This results in strong and consistent earnings and cash flow to fund growth investments.
- WM has a very secure financial position, with a strong balance sheet, investment grade credit rating, and ample liquidity.
- WM is committed and financially able to perform all operations for Olathe in full compliance with applicable federal, state, provincial, and local regulations.
- WM has experienced and dedicated management and team members.
- WM has the largest and most diverse asset and customer bases in North America, including transportation, disposal, treatment, recovery, remediation, waste identification, and several other specialty services. This network enables us to provide a single source of responsibility, from transportation through disposal of waste.
- Typically, capital requirements are internally financed by WM using cash flow from existing operations – freeing our new trucks, carts, containers, and facility investments from the timelines and terms of third-party creditors.

### Financial Leverage

WM's financial strength gives us leverage to continually innovate and invest in technologies and solutions for all the customers we serve, including Olathe, and we are committed to maintaining that strength. We are well positioned to allocate capital to increasing shareholder returns while at the same time investing in organic growth, including high-return sustainability growth projects that expand the value of our services while improving the environment and economy of the places where we live and work. Our strategic flexibility is made possible through our credit ratings and the following contributing factors:

- Total debt to EBITDA of 2.75x, within targeted range of 2.5x – 3.0x
- Committed to maintaining strong investment grade credit rating

- Deep access across key capital markets
- Strong liquidity and balanced debt maturity profile
- \$3.5B revolving credit facility with -\$2.5B of liquidity capacity at the end of 2023

**WM Credit Ratings**

Moody's	Standard & Poor's	Fitch
A-3/Stable	A-/A-2/Stable	A/Stable

As a wholly owned, indirect subsidiary of Waste Management, Inc., Waste Management of Kansas, Inc. does not report financial results. All financial reporting occurs through our parent entity. As a publicly traded company, WM is held to the most stringent regulations for accurate and timely financial disclosure. WM's financial statements are audited.

**Audited Financial Statements**

Please see the following pages for WM's audited financial statements for the past two years. Copies can also be found at the following links:

**2024:** <https://investors.wm.com/static-files/d312d36b-3f6c-46e8-bd19-426f3ef64545>

**2023:** <https://investors.wm.com/static-files/ecb808b1-4653-44ec-837d-9044ff1aef6e>

*Waste Management, Inc. (WMI) is a holding company, and all operations are conducted by its subsidiaries. Please see: <https://www.sec.gov/Archives/edgar/data/823768/000119312517046480/d252547d10k.htm>*

*All subsidiaries of WMI are affiliates of each other, pursuant to the SEC/ Rule 144 definition.*



## 2024 Audited Financial Statements

### REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and the Board of Directors of Waste Management, Inc.

#### Opinion on Internal Control Over Financial Reporting

We have audited Waste Management, Inc.'s internal control over financial reporting as of December 31, 2024, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, Waste Management, Inc. (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2024, based on the COSO criteria.

As indicated in the accompanying Management's Report on Internal Control Over Financial Reporting, management's assessment of and conclusion on the effectiveness of internal control over financial reporting did not include the internal controls of Stericycle, Inc., which is included in the 2024 consolidated financial statements of the Company and constituted approximately 13.0% of total assets, excluding goodwill, as of December 31, 2024 and approximately 1.8% of consolidated operating revenues, for the year then ended. Our audit of internal control over financial reporting of the Company also did not include an evaluation of the internal control over financial reporting of Stericycle, Inc.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the 2024 consolidated financial statements of the Company, and our report dated February 19, 2025 expressed an unqualified opinion thereon.

#### Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

#### Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ ERNST & YOUNG LLP

Houston, Texas  
February 19, 2025

**REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

To the Stockholders and the Board of Directors of Waste Management, Inc.

**Opinion on the Financial Statements**

We have audited the accompanying consolidated balance sheets of Waste Management, Inc. (the Company) as of December 31, 2024 and 2023, the related consolidated statements of operations, comprehensive income, cash flows and changes in equity for each of the three years in the period ended December 31, 2024, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2024 and 2023, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2024, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2024, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework), and our report dated February 19, 2025 expressed an unqualified opinion thereon.

**Basis for Opinion**

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

**Critical Audit Matters**

The critical audit matters communicated below are matters arising from the current period audit of the financial statements that were communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

### ***Landfill Depletion***

***Description of the Matter*** At December 31, 2024, the Company's landfill assets, net of accumulated depletion, totaled \$8.0 billion and the associated depletion expense for 2024 was \$795 million. As discussed in Note 2 of the financial statements, the Company updates the estimates used to calculate individual landfill depletion rates at least annually, or more often if significant facts change. Landfill depletion rates are used in the computation of landfill depletion expense.

Auditing landfill depletion rates and related depletion expense is complex due to the highly judgmental nature of assumptions used in estimating the rates. Significant assumptions used in the calculation of the rates include: estimated future development costs associated with the construction and retirement of the landfill, estimated remaining permitted and expansion airspace, and airspace utilization factors.

***How We Addressed the Matter in Our Audit*** We obtained an understanding, evaluated the design, and tested the operating effectiveness of the Company's controls over determining landfill depletion rates and calculating depletion expense. Our audit procedures included, among others, testing controls over: the Company's process for evaluating and updating the significant assumptions used in the development of the landfill depletion rates, management's review of those significant assumptions, and the mathematical accuracy of the calculation and recording of depletion expense.

To test the landfill asset depletion rates, our audit procedures included, among others, assessing methodologies used by the Company and testing the significant assumptions discussed above, inclusive of the underlying data used by the Company in its development of these assumptions. We compared the significant assumptions used by management to historical trends and, when available, to comparable size landfills accepting a similar type of waste. Regarding expansion airspace, we evaluated the Company's criteria for inclusion in remaining airspace. In addition, we considered the professional qualifications and objectivity of management's internal engineers responsible for developing the assumptions. We involved EY engineering specialists to assist with the evaluation of the Company's landfill future development cost and airspace assumptions. We also tested the completeness and accuracy of the historical data utilized in the development of the landfill depletion rates.

***Landfill – Final Capping, Closure and Post-Closure Costs***

***Description of the Matter***

At December 31, 2024, the carrying value of the Company's landfill asset retirement obligations related to final capping, closure and post-closure costs totaled \$3.1 billion. As discussed in Note 2 of the financial statements, the Company updates the estimates used to measure the asset retirement obligations annually, or more often if significant facts change.

Auditing the landfill asset retirement obligation is complex due to the highly judgmental nature of the assumptions used in the measurement process. Significant assumptions include: estimated future costs associated with the capping, closure and post closure activities at each specific landfill, airspace consumed to date in relation to total estimated permitted and expansion airspace and the projected remaining landfill life.

***How We Addressed the Matter in Our Audit***

We obtained an understanding, evaluated the design, and tested the operating effectiveness of the Company's controls over the calculation of landfill asset retirement obligations. Our audit procedures included, among others, testing the Company's controls over the landfill asset retirement obligation estimation process and management's review of the significant assumptions used in the estimation of the liability, including the amount and timing of retirement costs.

To test the landfill asset retirement obligation valuation, we performed audit procedures that included, among others, assessing methodologies used by the Company, testing the completeness of activities included in the estimate (e.g., gas monitoring and extraction), and testing the significant assumptions discussed above, inclusive of the underlying data used by the Company in its development of these assumptions. We compared the significant assumptions used by management to historical trends and, when available, to comparable size landfills accepting the same type of waste. In addition, we considered the professional qualifications and objectivity of management's internal engineers responsible for developing the assumptions. We involved EY engineering specialists to assist us with these procedures. Specifically, we utilized the EY engineering specialists to evaluate the reasons for significant changes in assumptions from the historical trend, and to determine whether the change from the historical trend was appropriate and identified timely. We also tested the completeness and accuracy of the historical data utilized in preparing the estimate.

***Acquisition of Stericycle, Inc. – Valuation of Customer Relationships***

***Description of the Matter***

As described in Note 17 to the consolidated financial statements, during the year ended December 31, 2024, the Company completed the acquisition of Stericycle, Inc. ("Stericycle") for purchase consideration of approximately \$6.9 billion, of which \$2.3 billion was allocated to customer relationships. The transaction was accounted for as a business combination.

Auditing the Company's accounting for its acquisition of Stericycle was complex due to the significant estimation uncertainty in determining the fair value of certain customer relationships included within Other intangible assets. The Company valued the customer relationships using an income approach; specifically, the multi-period excess earnings model. The significant estimation uncertainty was primarily due to the sensitivity of the fair value to underlying assumptions, including projected revenue, attrition rate, EBITDA margin, and discount rate. These significant assumptions are forward-looking and could be affected by future economic and market conditions.

*How We Addressed  
the Matter in Our  
Audit*

We obtained an understanding, evaluated the design, and tested the operating effectiveness of the Company's controls over the purchase price allocation process. We tested management's review controls over the significant assumptions described above along with the completeness and accuracy of the data used in the fair value estimates.

To test the estimated fair value of the customer relationships, our audit procedures included, among others, evaluating the Company's selection of the valuation methodology, evaluating the significant assumptions described above used to develop the prospective financial information and testing the completeness and accuracy of the underlying data supporting the significant assumptions. We involved our valuation specialists to assist with evaluating the methodology and significant assumptions used by the management to determine the fair value estimates. We compared the significant assumptions to current industry, market and economic trends, the assumptions used by the Company to value similar assets in other acquisitions, as well as historical results of the Company's business and other guideline companies within the same industry. We also performed a sensitivity analysis of the significant assumptions to evaluate the change in the estimated fair value of the customer relationships resulting from changes in the assumptions.

/s/ ERNST & YOUNG LLP

We have served as the Company's auditor since 2002.

Houston, Texas  
February 19, 2025

**WASTE MANAGEMENT, INC.**  
**CONSOLIDATED BALANCE SHEETS**  
(In Millions, Except Share and Par Value Amounts)

	December 31,	
	2024	2023
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 414	\$ 458
Accounts receivable, net of allowance for doubtful accounts of \$165 and \$30, respectively	3,272	2,633
Other receivables, net of allowance for doubtful accounts of \$4 and \$4, respectively	415	237
Parts and supplies	206	173
Other current assets	467	303
Total current assets	4,774	3,804
Property and equipment, net of accumulated depreciation and depletion of \$23,777 and \$22,826, respectively	19,340	16,968
Goodwill	13,438	9,254
Other intangible assets, net	4,188	759
Restricted funds	413	422
Investments in unconsolidated entities	846	606
Other long-term assets	1,568	1,010
Total assets	<u>\$ 44,567</u>	<u>\$ 32,823</u>
<b>LIABILITIES AND EQUITY</b>		
Current liabilities:		
Accounts payable	\$ 2,046	\$ 1,709
Accrued liabilities	2,180	1,605
Deferred revenues	673	578
Current portion of long-term debt	1,359	334
Total current liabilities	6,258	4,226
Long-term debt, less current portion	22,541	15,895
Deferred income taxes	2,815	1,826
Landfill and environmental remediation liabilities	3,048	2,888
Other long-term liabilities	1,651	1,092
Total liabilities	36,313	25,927
Commitments and contingencies (Note 10)		
Equity:		
Waste Management, Inc. stockholders' equity:		
Common stock, \$0.01 par value; 1,500,000,000 shares authorized; 630,282,461 shares issued	6	6
Additional paid-in capital	5,496	5,351
Retained earnings	15,858	14,334
Accumulated other comprehensive income (loss)	(115)	(37)
Treasury stock at cost 228,788,284 and 228,827,218 shares, respectively	(12,993)	(12,751)
Total Waste Management, Inc. stockholders' equity	8,252	6,903
Noncontrolling interests	2	(7)
Total equity	8,254	6,896
Total liabilities and equity	<u>\$ 44,567</u>	<u>\$ 32,823</u>

See Notes to Consolidated Financial Statements.

**WASTE MANAGEMENT, INC.****CONSOLIDATED STATEMENTS OF OPERATIONS**  
(In Millions, Except per Share Amounts)

	Year Ended December 31,		
	2024	2023	2022
Operating revenues	\$ 22,063	\$ 20,426	\$ 19,698
Costs and expenses:			
Operating	13,383	12,606	12,294
Selling, general and administrative	2,264	1,926	1,938
Depreciation, depletion and amortization	2,267	2,071	2,038
Restructuring	4	5	1
(Gain) loss from divestitures, asset impairments and unusual items, net	82	243	62
	18,000	16,851	16,333
Income from operations	4,063	3,575	3,365
Other income (expense):			
Interest expense, net	(598)	(500)	(378)
Loss on early extinguishment of debt, net	(7)	—	—
Equity in net income (losses) of unconsolidated entities	4	(60)	(67)
Other, net	(4)	6	(2)
	(605)	(554)	(447)
Income before income taxes	3,458	3,021	2,918
Income tax expense	713	745	678
Consolidated net income	2,745	2,276	2,240
Less: Net income (loss) attributable to noncontrolling interests	(1)	(28)	2
Net income attributable to Waste Management, Inc.	\$ 2,746	\$ 2,304	\$ 2,238
Basic earnings per common share	\$ 6.84	\$ 5.69	\$ 5.42
Diluted earnings per common share	\$ 6.81	\$ 5.66	\$ 5.39

**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**  
(In Millions)

	Year Ended December 31,		
	2024	2023	2022
Consolidated net income	\$ 2,745	\$ 2,276	\$ 2,240
Other comprehensive income (loss), net of tax:			
Derivative instruments, net	27	14	3
Available-for-sale securities, net	7	(11)	(24)
Foreign currency translation adjustments	(111)	26	(65)
Post-retirement benefit obligations, net	(1)	3	—
Other comprehensive income (loss), net of tax	(78)	32	(86)
Comprehensive income	2,667	2,308	2,154
Less: Comprehensive income (loss) attributable to noncontrolling interests	(1)	(28)	2
Comprehensive income attributable to Waste Management, Inc.	\$ 2,668	\$ 2,336	\$ 2,152

See Notes to Consolidated Financial Statements.

**WASTE MANAGEMENT, INC.****CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(In Millions)

	Year Ended December 31,		
	2024	2023	2022
<b>Cash flows from operating activities:</b>			
Consolidated net income	\$ 2,745	\$ 2,276	\$ 2,240
Adjustments to reconcile consolidated net income to net cash provided by operating activities:			
Depreciation, depletion and amortization	2,267	2,071	2,038
Deferred income tax expense (benefit)	124	83	49
Interest accretion on landfill and environmental remediation liabilities	133	130	112
Provision for bad debts	51	56	50
Equity-based compensation expense	118	93	84
Net gain on disposal of assets	(102)	(42)	(21)
Goodwill impairment	—	168	—
(Gain) loss from divestitures, asset impairments (other than goodwill) and other, net	82	75	62
Equity in net (income) losses of unconsolidated entities, net of dividends	(4)	60	67
Loss on early extinguishment of debt, net	7	—	—
Change in operating assets and liabilities, net of effects of acquisitions and divestitures:			
Receivables	(313)	(161)	(329)
Other current assets	33	(2)	(35)
Other assets	181	61	42
Accounts payable and accrued liabilities	281	90	393
Deferred revenues and other liabilities	(213)	(239)	(216)
Net cash provided by operating activities	5,390	4,719	4,536
<b>Cash flows from investing activities:</b>			
Acquisitions of businesses, net of cash acquired	(7,488)	(170)	(377)
Capital expenditures	(3,231)	(2,895)	(2,587)
Proceeds from divestitures of businesses and other assets, net of cash divested	158	78	27
Other, net	(40)	(104)	(126)
Net cash used in investing activities	(10,601)	(3,091)	(3,063)
<b>Cash flows from financing activities:</b>			
New borrowings	24,578	21,306	8,688
Debt repayments	(17,870)	(20,394)	(7,328)
Common stock repurchase program	(262)	(1,302)	(1,500)
Cash dividends	(1,210)	(1,136)	(1,077)
Exercise of common stock options	53	44	44
Tax payments associated with equity-based compensation transactions	(52)	(31)	(39)
Other, net	(82)	(11)	(4)
Net cash provided by (used in) financing activities	5,155	(1,524)	(1,216)
Effect of exchange rate changes on cash, cash equivalents and restricted cash and cash equivalents	(9)	3	(6)
Increase (decrease) in cash, cash equivalents and restricted cash and cash equivalents	(65)	107	251
Cash, cash equivalents and restricted cash and cash equivalents at beginning of period	552	445	194
Cash, cash equivalents and restricted cash and cash equivalents at end of period	\$ 487	\$ 552	\$ 445
<b>Reconciliation of cash, cash equivalents and restricted cash and cash equivalents at end of period:</b>			
Cash and cash equivalents	\$ 414	\$ 458	\$ 351
Restricted cash and cash equivalents included in other current assets	8	10	25
Restricted cash and cash equivalents included in restricted funds	65	84	69
Cash, cash equivalents and restricted cash and cash equivalents at end of period	\$ 487	\$ 552	\$ 445

See Notes to Consolidated Financial Statements.

## WASTE MANAGEMENT, INC.

**CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY**  
(In Millions, Except Shares in Thousands)

	Waste Management, Inc. Stockholders' Equity								
	Total	Common Stock		Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive (Loss) Income	Treasury Stock		Noncontrolling Interests
		Shares	Amounts				Shares	Amounts	
Balance, December 31, 2021	\$ 7,126	630,282	\$ 6	\$ 5,169	\$ 12,004	\$ 17	(214,159)	\$ (10,072)	\$ 2
Consolidated net income	2,240	—	—	—	2,238	—	—	—	2
Other comprehensive income (loss), net of tax	(86)	—	—	—	—	(86)	—	—	—
Cash dividends declared of \$2.60 per common share	(1,077)	—	—	—	(1,077)	—	—	—	—
Equity-based compensation transactions, net	150	—	—	75	2	—	1,555	73	—
Common stock repurchase program	(1,500)	—	—	70	—	—	(9,796)	(1,570)	—
Acquisitions and other, net	11	—	—	—	—	—	4	—	11
Balance, December 31, 2022	\$ 6,864	630,282	\$ 6	\$ 5,314	\$ 13,167	\$ (69)	(222,396)	\$ (11,569)	\$ 15
Consolidated net income	2,276	—	—	—	2,304	—	—	—	(28)
Other comprehensive income (loss), net of tax	32	—	—	—	—	32	—	—	—
Cash dividends declared of \$2.80 per common share	(1,136)	—	—	—	(1,136)	—	—	—	—
Equity-based compensation transactions, net	169	—	—	97	(1)	—	1,406	73	—
Common stock repurchase program	(1,315)	—	—	(60)	—	—	(7,840)	(1,255)	—
Other, net	6	—	—	—	—	—	3	—	6
Balance, December 31, 2023	\$ 6,896	630,282	\$ 6	\$ 5,351	\$ 14,334	\$ (37)	(228,827)	\$ (12,751)	\$ (7)
Adoption of new accounting standard	(12)	—	—	—	(12)	—	—	—	—
Consolidated net income	2,745	—	—	—	2,746	—	—	—	(1)
Other comprehensive income (loss), net of tax	(78)	—	—	—	—	(78)	—	—	—
Cash dividends declared of \$3.00 per common share	(1,210)	—	—	—	(1,210)	—	—	—	—
Equity-based compensation transactions, net	187	—	—	104	—	—	1,530	83	—
Common stock repurchase program	(265)	—	—	60	—	—	(1,494)	(325)	—
Other, net	(9)	—	—	(19)	—	—	3	—	10
Balance, December 31, 2024	\$ 8,254	630,282	\$ 6	\$ 5,496	\$ 15,858	\$ (115)	(228,788)	\$ (12,993)	\$ 2

See Notes to Consolidated Financial Statements.

## 2023 Audited Financial Statements

### REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and the Board of Directors of Waste Management, Inc.

#### Opinion on Internal Control Over Financial Reporting

We have audited Waste Management, Inc.'s internal control over financial reporting as of December 31, 2023, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, Waste Management, Inc. (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2023, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the 2023 consolidated financial statements of the Company, and our report dated February 13, 2024 expressed an unqualified opinion thereon.

#### Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

#### Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ ERNST & YOUNG LLP

Houston, Texas  
February 13, 2024

**REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

To the Stockholders and the Board of Directors of Waste Management, Inc.

**Opinion on the Financial Statements**

We have audited the accompanying consolidated balance sheets of Waste Management, Inc. (the Company) as of December 31, 2023 and 2022, the related consolidated statements of operations, comprehensive income, cash flows, and changes in equity for each of the three years in the period ended December 31, 2023, and the related notes (collectively referred to as the “consolidated financial statements”). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2023 and 2022, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2023, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company’s internal control over financial reporting as of December 31, 2023, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework), and our report dated February 13, 2024 expressed an unqualified opinion thereon.

**Basis for Opinion**

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company’s financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

**Critical Audit Matters**

The critical audit matters communicated below are matters arising from the current period audit of the financial statements that were communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

***Landfill Depletion***

*Description of the Matter* At December 31, 2023, the Company's landfill assets, net of accumulated depletion, totaled \$7.8 billion and the associated depletion expense for 2023 was \$745 million. As discussed in Note 2 of the financial statements, the Company updates the estimates used to calculate individual landfill depletion rates at least annually, or more often if significant facts change. Landfill depletion rates are used in the computation of landfill depletion expense.

Auditing landfill depletion rates and related depletion expense is complex due to the highly judgmental nature of assumptions used in estimating the rates. Significant assumptions used in the calculation of the rates include: estimated future development costs associated with the construction and retirement of the landfill, estimated remaining permitted and expansion airspace, and airspace utilization factors.

*How We Addressed the Matter in Our Audit* We obtained an understanding, evaluated the design, and tested the operating effectiveness of the Company's controls over determining landfill depletion rates and calculating depletion expense. Our audit procedures included, among others, testing controls over: the Company's process for evaluating and updating the significant assumptions used in the development of the landfill depletion rates, management's review of those significant assumptions, and the mathematical accuracy of the calculation and recording of depletion expense.

To test the landfill asset depletion rates, our audit procedures included, among others, assessing methodologies used by the Company and testing the significant assumptions discussed above, inclusive of the underlying data used by the Company in its development of these assumptions. We compared the significant assumptions used by management to historical trends and, when available, to comparable size landfills accepting a similar type of waste. Regarding expansion airspace, we evaluated the Company's criteria for inclusion in remaining airspace. In addition, we considered the professional qualifications and objectivity of management's internal engineers responsible for developing the assumptions. We involved EY engineering specialists to assist with the evaluation of the Company's landfill future development cost and airspace assumptions. We also tested the completeness and accuracy of the historical data utilized in the development of the landfill depletion rates.

***Landfill – Final Capping, Closure and Post-Closure Costs***

*Description of the Matter*

At December 31, 2023, the carrying value of the Company’s landfill asset retirement obligations related to final capping, closure and post-closure costs totaled \$2.9 billion. As discussed in Note 2 of the financial statements, the Company updates the estimates used to measure the asset retirement obligations annually, or more often if significant facts change.

Auditing the landfill asset retirement obligation is complex due to the highly judgmental nature of the assumptions used in the measurement process. Significant assumptions include: estimated future costs associated with the capping, closure and post closure activities at each specific landfill, airspace consumed to date in relation to total estimated permitted and expansion airspace and the projected remaining landfill life.

*How We Addressed the Matter in Our Audit*

We obtained an understanding, evaluated the design, and tested the operating effectiveness of the Company’s controls over the calculation of landfill asset retirement obligations. Our audit procedures included, among others, testing the Company’s controls over the landfill asset retirement obligation estimation process and management’s review of the significant assumptions used in the estimation of the liability, including the amount and timing of retirement costs.

To test the landfill asset retirement obligation valuation, we performed audit procedures that included, among others, assessing methodologies used by the Company, testing the completeness of activities included in the estimate (e.g., gas monitoring and extraction), and testing the significant assumptions discussed above, inclusive of the underlying data used by the Company in its development of these assumptions. We compared the significant assumptions used by management to historical trends and, when available, to comparable size landfills accepting the same type of waste. In addition, we considered the professional qualifications and objectivity of management’s internal engineers responsible for developing the assumptions. We involved EY engineering specialists to assist us with these procedures. Specifically, we utilized the EY engineering specialists to evaluate the reasons for significant changes in assumptions from the historical trend, and to determine whether the change from the historical trend was appropriate and identified timely. We also tested the completeness and accuracy of the historical data utilized in preparing the estimate.

/s/ ERNST & YOUNG LLP

We have served as the Company’s auditor since 2002.

Houston, Texas  
February 13, 2024

**WASTE MANAGEMENT, INC.****CONSOLIDATED BALANCE SHEETS****(In Millions, Except Share and Par Value Amounts)**

	<b>December 31,</b>	
	<b>2023</b>	<b>2022</b>
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents .....	\$ 458	\$ 351
Accounts receivable, net of allowance for doubtful accounts of \$30 and \$26, respectively ..	2,633	2,461
Other receivables, net of allowance for doubtful accounts of \$4 and \$7, respectively .....	237	291
Parts and supplies .....	173	164
Other assets .....	303	284
Total current assets .....	<u>3,804</u>	<u>3,551</u>
Property and equipment, net of accumulated depreciation and depletion of \$22,826 and \$21,627, respectively .....	16,968	15,719
Goodwill .....	9,254	9,323
Other intangible assets, net .....	759	827
Restricted funds .....	422	348
Investments in unconsolidated entities .....	606	578
Other assets .....	1,010	1,021
Total assets .....	<u>\$ 32,823</u>	<u>\$ 31,367</u>
<b>LIABILITIES AND EQUITY</b>		
Current liabilities:		
Accounts payable .....	\$ 1,709	\$ 1,766
Accrued liabilities .....	1,605	1,625
Deferred revenues .....	578	589
Current portion of long-term debt .....	334	414
Total current liabilities .....	<u>4,226</u>	<u>4,394</u>
Long-term debt, less current portion .....	15,895	14,570
Deferred income taxes .....	1,826	1,733
Landfill and environmental remediation liabilities .....	2,888	2,700
Other liabilities .....	1,092	1,106
Total liabilities .....	<u>25,927</u>	<u>24,503</u>
Commitments and contingencies (Note 10)		
Equity:		
Waste Management, Inc. stockholders' equity:		
Common stock, \$0.01 par value; 1,500,000,000 shares authorized; 630,282,461 shares issued .....	6	6
Additional paid-in capital .....	5,351	5,314
Retained earnings .....	14,334	13,167
Accumulated other comprehensive income (loss) .....	(37)	(69)
Treasury stock at cost, 228,827,218 and 222,396,166 shares, respectively .....	<u>(12,751)</u>	<u>(11,569)</u>
Total Waste Management, Inc. stockholders' equity .....	6,903	6,849
Noncontrolling interests .....	(7)	15
Total equity .....	<u>6,896</u>	<u>6,864</u>
Total liabilities and equity .....	<u>\$ 32,823</u>	<u>\$ 31,367</u>

See Notes to Consolidated Financial Statements.

**WASTE MANAGEMENT, INC.****CONSOLIDATED STATEMENTS OF OPERATIONS**  
**(In Millions, Except per Share Amounts)**

	<b>Year Ended December 31,</b>		
	<b>2023</b>	<b>2022</b>	<b>2021</b>
Operating revenues .....	\$ 20,426	\$ 19,698	\$ 17,931
Costs and expenses:			
Operating .....	12,606	12,294	11,111
Selling, general and administrative .....	1,926	1,938	1,864
Depreciation, depletion and amortization .....	2,071	2,038	1,999
Restructuring .....	5	1	8
(Gain) loss from divestitures, asset impairments and unusual items, net .....	243	62	(16)
	<u>16,851</u>	<u>16,333</u>	<u>14,966</u>
Income from operations .....	<u>3,575</u>	<u>3,365</u>	<u>2,965</u>
Other income (expense):			
Interest expense, net .....	(500)	(378)	(365)
Loss on early extinguishment of debt, net .....	—	—	(220)
Equity in net losses of unconsolidated entities .....	(60)	(67)	(36)
Other, net .....	6	(2)	5
	<u>(554)</u>	<u>(447)</u>	<u>(616)</u>
Income before income taxes .....	3,021	2,918	2,349
Income tax expense .....	745	678	532
Consolidated net income .....	<u>2,276</u>	<u>2,240</u>	<u>1,817</u>
Less: Net income (loss) attributable to noncontrolling interests .....	<u>(28)</u>	<u>2</u>	<u>1</u>
Net income attributable to Waste Management, Inc. ....	<u>\$ 2,304</u>	<u>\$ 2,238</u>	<u>\$ 1,816</u>
Basic earnings per common share .....	<u>\$ 5.69</u>	<u>\$ 5.42</u>	<u>\$ 4.32</u>
Diluted earnings per common share .....	<u>\$ 5.66</u>	<u>\$ 5.39</u>	<u>\$ 4.29</u>

**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**  
**(In Millions)**

	<b>Year Ended December 31,</b>		
	<b>2023</b>	<b>2022</b>	<b>2021</b>
Consolidated net income .....	\$ 2,276	\$ 2,240	\$ 1,817
Other comprehensive income (loss), net of tax:			
Derivative instruments, net .....	14	3	9
Available-for-sale securities, net .....	(11)	(24)	(6)
Foreign currency translation adjustments .....	26	(65)	(28)
Post-retirement benefit obligations, net .....	3	—	3
Other comprehensive income (loss), net of tax .....	<u>32</u>	<u>(86)</u>	<u>(22)</u>
Comprehensive income .....	2,308	2,154	1,795
Less: Comprehensive income (loss) attributable to noncontrolling interests ..	<u>(28)</u>	<u>2</u>	<u>1</u>
Comprehensive income attributable to Waste Management, Inc. ....	<u>\$ 2,336</u>	<u>\$ 2,152</u>	<u>\$ 1,794</u>

See Notes to Consolidated Financial Statements.

**WASTE MANAGEMENT, INC.**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(In Millions)

	Year Ended December 31,		
	2023	2022	2021
Cash flows from operating activities:			
Consolidated net income	\$ 2,276	\$ 2,240	\$ 1,817
Adjustments to reconcile consolidated net income to net cash provided by operating activities:			
Depreciation, depletion and amortization	2,071	2,038	1,999
Deferred income tax expense (benefit)	83	49	(77)
Interest accretion on landfill and environmental remediation liabilities	130	112	111
Provision for bad debts	56	50	37
Equity-based compensation expense	93	84	108
Net gain on disposal of assets	(42)	(21)	(25)
Goodwill impairment	168	—	—
(Gain) loss from divestitures, asset impairments (other than goodwill) and other, net	75	62	(16)
Equity in net losses of unconsolidated entities, net of dividends	60	67	38
Loss on early extinguishment of debt, net	—	—	220
Change in operating assets and liabilities, net of effects of acquisitions and divestitures:			
Receivables	(161)	(329)	28
Other current assets	(2)	(35)	(39)
Other assets	61	42	34
Accounts payable and accrued liabilities	90	393	206
Deferred revenues and other liabilities	(239)	(216)	(103)
Net cash provided by operating activities	<u>4,719</u>	<u>4,536</u>	<u>4,338</u>
Cash flows from investing activities:			
Acquisitions of businesses, net of cash acquired	(170)	(377)	(75)
Capital expenditures	(2,895)	(2,587)	(1,904)
Proceeds from divestitures of businesses and other assets, net of cash divested	78	27	96
Other, net	(104)	(126)	(11)
Net cash used in investing activities	<u>(3,091)</u>	<u>(3,063)</u>	<u>(1,894)</u>
Cash flows from financing activities:			
New borrowings	21,306	8,688	7,948
Debt repayments	(20,394)	(7,328)	(8,404)
Premiums and other paid on early extinguishment of debt	—	—	(211)
Common stock repurchase program	(1,302)	(1,500)	(1,350)
Cash dividends	(1,136)	(1,077)	(970)
Exercise of common stock options	44	44	66
Tax payments associated with equity-based compensation transactions	(31)	(39)	(28)
Other, net	(11)	(4)	49
Net cash used in financing activities	<u>(1,524)</u>	<u>(1,216)</u>	<u>(2,900)</u>
Effect of exchange rate changes on cash, cash equivalents and restricted cash and cash equivalents	3	(6)	2
Increase (decrease) in cash, cash equivalents and restricted cash and cash equivalents	107	251	(454)
Cash, cash equivalents and restricted cash and cash equivalents at beginning of period	445	194	648
Cash, cash equivalents and restricted cash and cash equivalents at end of period	<u>\$ 552</u>	<u>\$ 445</u>	<u>\$ 194</u>
Reconciliation of cash, cash equivalents and restricted cash and cash equivalents at end of period:			
Cash and cash equivalents	\$ 458	\$ 351	\$ 118
Restricted cash and cash equivalents included in other current assets	10	25	7
Restricted cash and cash equivalents included in restricted funds	84	69	69
Cash, cash equivalents and restricted cash and cash equivalents at end of period	<u>\$ 552</u>	<u>\$ 445</u>	<u>\$ 194</u>

See Notes to Consolidated Financial Statements.

**WASTE MANAGEMENT, INC.****CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY**  
**(In Millions, Except Shares in Thousands)**

	Waste Management, Inc. Stockholders' Equity								Noncontrolling Interests
	Total	Common Stock		Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive (Loss) Income	Treasury Stock		
		Shares	Amounts				Shares	Amounts	
Balance, December 31, 2020 . . . . .	\$ 7,454	630,282	\$ 6	\$ 5,129	\$ 11,159	\$ 39	(207,481)	\$ (8,881)	\$ 2
Consolidated net income . . . . .	1,817	—	—	—	1,816	—	—	—	1
Other comprehensive income (loss), net of tax . . . . .	(22)	—	—	—	—	(22)	—	—	—
Cash dividends declared of \$2.30 per common share . . . . .	(970)	—	—	—	(970)	—	—	—	—
Equity-based compensation transactions, net . . . . .	198	—	—	110	(1)	—	2,049	89	—
Common stock repurchase program . . . . .	(1,350)	—	—	(70)	—	—	(8,731)	(1,280)	—
Other, net . . . . .	(1)	—	—	—	—	—	4	—	(1)
Balance, December 31, 2021 . . . . .	\$ 7,126	630,282	\$ 6	\$ 5,169	\$ 12,004	\$ 17	(214,159)	\$ (10,072)	\$ 2
Consolidated net income . . . . .	2,240	—	—	—	2,238	—	—	—	2
Other comprehensive income (loss), net of tax . . . . .	(86)	—	—	—	—	(86)	—	—	—
Cash dividends declared of \$2.60 per common share . . . . .	(1,077)	—	—	—	(1,077)	—	—	—	—
Equity-based compensation transactions, net . . . . .	150	—	—	75	2	—	1,555	73	—
Common stock repurchase program . . . . .	(1,500)	—	—	70	—	—	(9,796)	(1,570)	—
Acquisitions and other, net . . . . .	11	—	—	—	—	—	4	—	11
Balance, December 31, 2022 . . . . .	\$ 6,864	630,282	\$ 6	\$ 5,314	\$ 13,167	\$ (69)	(222,396)	\$ (11,569)	\$ 15
Consolidated net income . . . . .	2,276	—	—	—	2,304	—	—	—	(28)
Other comprehensive income (loss), net of tax . . . . .	32	—	—	—	—	32	—	—	—
Cash dividends declared of \$2.80 per common share . . . . .	(1,136)	—	—	—	(1,136)	—	—	—	—
Equity-based compensation transactions, net . . . . .	169	—	—	97	(1)	—	1,406	73	—
Common stock repurchase program . . . . .	(1,315)	—	—	(60)	—	—	(7,840)	(1,255)	—
Other, net . . . . .	6	—	—	—	—	—	3	—	6
Balance, December 31, 2023 . . . . .	\$ 6,896	630,282	\$ 6	\$ 5,351	\$ 14,334	\$ (37)	(228,827)	\$ (12,751)	\$ (7)

See Notes to Consolidated Financial Statements.

## Chapter 6: Litigation, Compliance, and Other Performance History

### 6.3.6.1 Litigation History:

*Vendor shall describe all past and pending civil, legal, regulatory, and criminal actions now pending or which have occurred in the past five (5) years against key personnel, Vendor, Vendor's parent company, Vendor's subcontractor(s), and all subsidiaries owned by Vendor. Vendors are only required to provide information on these actions if they occurred in the State of Kansas and/or Missouri. List the amount of liquidated damages that were paid, the name of the jurisdiction to which damages were paid, and the event(s) that triggered the damages.*

To the best of our knowledge, Waste Management of Kansas, Inc. is not a party to any pending litigation that could have a material adverse effect on Waste Management of Kansas, Inc.'s ability to provide the services if awarded the work. However, from time to time, including within the last five years, Waste Management of Kansas, Inc. has been a party to employment, personal injury litigation, debt collection, workers compensation claims and litigation and administrative actions pertaining to its operations. There are no pending lawsuits that would have a material adverse effect on Waste Management of Kansas, Inc.'s ability to provide services if awarded the work.

Additionally, the information requested by Section 6.3.6.1 will be provided to the City, specific to our chosen subcontractor(s), prior to commencement of the contract.

### 6.3.6.2 Compliance History:

*The Vendor shall also provide a list of all enforcement actions taken against Vendor and Vendor's subcontractors during the last five years by any regulatory agency such as, but not limited to, the United States Environmental Protection Agency, the Kansas Department of Health and Environment, or any local enforcement agency. The list shall include the name of the regulatory agency and the date of enforcement action.*

There have not been any enforcement actions taken against Waste Management of Kansas, Inc. by a regulatory agency in the last five years.

Additionally, the information requested by Section 6.3.6.2 will be provided to the City, specific to our chosen subcontractor(s), prior to commencement of the contract.

*The Vendor shall inform the City if it has had a permit, franchise, license, entitlements, or business licenses revoked or suspended in the last five (5) years.*

Waste Management of Kansas, Inc. has not had a permit, franchise, license, entitlements, or business licenses revoked or suspended in the last five years.

6.3.6.3 Other Performance History:

Vendor identify any contracts in Kansas, Missouri, and state of Vendor's headquarters in the past five (5) years that have ended prior to the expiration date due to any of the following reasons:

- (i) Assignment of the agreement to another vendor;
- (ii) Termination of the agreement;
- (iii) Mutual agreement with the customer to discontinue service; and
- (iv) Any other reason

Waste Management of Kansas, Inc. has not entered into any assignment of agreement, terminated or mutually agreed to discontinue service under any agreement that would have a material adverse effect on Vendor's ability to perform the scope of work contemplated by the City's RFP documents.

The Vendor must list any claims against a Bid or Performance Bond and the results or any contractual defaults or termination over the last five (5) years).

Waste Management of Kansas, Inc. has not had any claims against a bid or performance bond in the last five years.

The Vendor shall also provide a list of all enforcement actions taken against it during the last five years by any regulatory agency such as, but not limited to, the United States Environmental Protection Agency, the Kansas Department of Health and Environment, or any local enforcement agency. The list shall include the name of the regulatory agency and the date of enforcement action.

There have not been any enforcement actions taken against Waste Management of Kansas, Inc.. by a regulatory agency in the last five years.

Additionally, the information requested by Section 6.3.6.3 will be provided to the City, specific to our chosen subcontractor(s), prior to commencement of the contract.

The Vendor shall inform the City if it has had a permit, franchise, license, entitlements, or business licenses revoked or suspended in the last five (5) years.

Waste Management of Kansas, Inc. has not had a permit, franchise, license, entitlements, or business licenses revoked or suspended in the last five years.

## Chapter 7: Certificate of Insurability and Proof of Ability to Acquire Performance Bond

*6.3.7.1 Vendor must complete Form 4. Failure to complete Form 4 may result in rejection of proposal.*

### **Form 4 – All Service Options**

Please see the following page for a completed Form 4.

Please indicate the Service Option addressed in this form:

- Service Option 1: Recycling Processing Services
- Service Option 2: Transfer Station Operation, Hauling, and Disposal Services

**APPENDIX A: FORMS**

**Form 4: Certificate of Insurability**

I hereby certify that as a Vendor to the City of Olathe for RFP Number 25-0016, I am fully aware of insurance requirements contained in the RFP, located in Section 3.10, applies if awarded the Contract. Furthermore, I hereby assure the City of Olathe that I am able to produce the insurance coverage required should I be selected to be awarded the Contract.

Should I be awarded the Contract by the City of Olathe, and then become unable to produce the insurance coverage specified within fourteen (14) calendar days, I am fully aware and understand that I may not be considered for further projects by the City of Olathe.

*Michael Hey*

Signature of Vendor

Michael Hey

Printed Name of Signee

Waste Management of Kansas, Inc.

Company Name

March 7, 2025

Date



6.3.7.2 Vendor must submit with their proposal a proof of the ability to acquire a Performance Bond that meets or exceeds the requirements set forth in Section 3.11. of this RFP. The surety shall be a surety company duly authorized to do business in the state of Kansas; having an "A" or better rating by A.M. Best or Standard and Poor's; included on the list of surety companies approved by the Treasurer of the United States of America; and acceptable to the City.

Please see below for a consent of surety letter confirming WM's ability to acquire a performance bond.



March 7, 2025

CITY OF OLATHE  
100 E. Santa Fe Street, 2nd Floor  
Olathe, KS 66062

Principal: WASTE MANAGEMENT OF KANSAS, INC.  
Bid Date: March 7, 2025  
Description: RFP- 25-0016: Recycling Processing and Transfer Station Operation,  
Hauling and Disposal Services

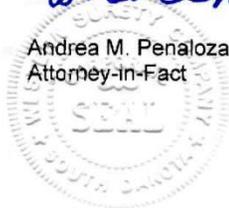
Dear Sir/Madam:

We, WESTERN SURETY COMPANY hereby agree that in the event an award is made to WASTE MANAGEMENT OF KANSAS, INC. on the project as captioned, and a mutually acceptable contract is signed, we will execute the necessary Performance and/or Payment Bonds that may be required.

Sincerely,

WESTERN SURETY COMPANY

Andrea M. Penaloza  
Attorney-in-Fact



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents**, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Lupe Tyler, Lisa A Ward, Terri L Morrison, Gina A Rodriguez, Andrea M Penaloza, Donna L Williams, Vanessa Dominguez, Misty Wright, Amanda George, Individually**

of Houston, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

**In Witness Whereof**, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 5th day of February, 2024.



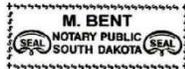
WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 5th day of February, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7th day of March, 2025.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

### Authorizing By-Laws and Resolutions

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27<sup>th</sup> day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

# Chapter 8: Acknowledgement of Addendums

*Vendor must complete Form 5. Failure to acknowledge all addendums may result in rejection of the proposal.*

## Form 5 – All Service Options

Please see below for a completed Form 5.

**APPENDIX A: FORMS**  
**Form 5: Acknowledgement of Addenda**

By submission of this proposal, I hereby certify receipt of all the addenda listed in the table below.

Addendum Number	Description of Addendum
1	Responses to questions received pertaining to RFP NO. 25-0016.

A - 6

## Chapter 9: Variations to the RFP

*Vendor must complete Form 6 Variations of Specifications. Vendor shall identify in Form 6 any and all variations(s) proposed to this RFP. If Vendor identifies a variation(s), such variation must clearly identify the variation(s) and state the reason for such variation(s). For each variation noted, Vendor shall provide an alternative for the City's consideration. Any proposed variations to the RFP will be considered and included in the City's evaluation. If Vendor fails to list any variations, the City will assume compliance with the terms, conditions and requirements of the RFP and Vendor shall not raise any variations later if selected for award.*

### **Form 6 – All Service Options**

Please see the following pages for our completed Form 6 for all service options.



Please indicate the Service Option addressed in this form:

- Service Option 1: Recycling Processing Services
- Service Option 2: Transfer Station Operation, Hauling, and Disposal Services

**APPENDIX A: FORMS**  
**Form 6: Variations of Specifications**

**Exceptions:** In the event the undersigned Vendor proposes variations to or intends to deviate from the general terms, conditions, special conditions or specifications contrary to those described in this RFP and other information attached hereto, all such variations must be **LISTED ON THIS PAGE**, with complete and detailed conditions and information also being attached (attach additional pages as necessary).

**NO EXCEPTIONS:** In the absence of any exception entry on this page, Vendor assures the City of Vendor's compliance with the terms, conditions, specifications, and information contained in this RFP.

Variation #	Variation Title	RFP Reference (related to the exception)	Detailed Exception Description
20 (page 4-6)	Delivery Facility Priority Access	Section 4.6.3	Contractor takes exception to providing City Vehicles priority access at the Delivery Facility scale house during all hours of operation.
21 (page 4-6)	Delivery Facility Vehicle Turnaround Time	Section 4.6.4	First paragraph, last sentence. Contractor takes exception to providing priority access to City Vehicles.
22 (page 4-6)	Rejected Loads	Section 4.6.5	Contractor takes exception to the unreasonably burdensome and manual process of rejecting contaminated loads.
23 (page 4-7)	Recycling Material Audit	Section 4.9	Contractor agrees with Section 4.9, but takes exception to the system audit in Appendix B. Contractor will conduct a manual grab audit 90 days prior to the Commencement Date and annually thereafter.
24 (page 4-8)	Security and Safety	Section 4.10	Contractor takes exception to being solely or even primarily responsible for security at the City's Transfer Station.
25 (page 4-8)	Education and Outreach Facility	Section 4.11.1	For the safety of the community, Contractor takes exception to public tours. However, Contractor is willing to provide tours to City personnel
26 (page 4-9)	Processing and Recyclable Revenue Share	Section 4.13.1.1 & .2	Please see *Note 2 below.
27 (page 3-12)	Administrative Charges	Section 4.14	Contractor takes exception to the City's right to include additional administrative charges "as deemed appropriate for the Contract."
28 (page 4-12)	Administrative Charges	Section 4.14	Please see *Note 3 below.
29 (page 5-1)	Exclusive Transfer Station Operation Including	Section 5.2	Contractor takes exception to the overly broad description of Solid Waste allowed to be delivered by the City at the Transfer Station.
30 (page 5-2)	Maintenance of Transfer Station	Section 5.5	Contractor takes exception to the last sentence.
31 (page 5-2)	City Transfer Station Survey	Section 5.6	Contractor takes exception to being responsible for any costs associated with the City performing, or the City's hiring of a third-party consultant to perform, any inspections.
32 (page 5-3)	Capital Improvements to Transfer Station	Section 5.7	In the event capital improvements to the Transfer Station are needed, the City shall ensure that such capital improvements do not adversely impair the Transfer Station's operations or otherwise impair Contractor's access to the tipping floor.
33 (page 5-3)	Screening/Separating Materials	Section 5.11.2	Contractor takes exception to being obligated to screen and/or separate all incoming materials from Solid Waste.
34 (page 5-4)	Ownership of Materials	Section 5.11.4	Contractor takes exception. Sentence should be changed to read that Contractor only takes ownership of conforming or acceptable waste.
35 (page 5-5)	Spillage and Leakage	Section 5.13.1	In the last sentence, delete "two (2) hours" and replace with "twenty-four (24) hours".
36 (page 5-6)	Transfer Station Operation, Hauling, and Disposal Scope	Section 5.16	Change "48 foot" to "at least 48 foot"
37 (page 5-7)	Transfer Station Operation, Hauling, and Disposal Scope	Section 5.17	At the end of the second sentence, insert "Which shall be determined by the Contractor".
38 (page 5-8)	Transfer Station Operation, Hauling, and Disposal Scope	Section 5.20.1.2	To clarify, the "Host Fee" shall equate to per ton transload fee agreed to by the parties. City and Contractor agree that this shall be the sole reimbursement to the City for Contractor's use of the Transfer Station for passthrough volume.

**All Vendors MUST COMPLETE this page.**

**RETURN with Proposal or Proposal will be considered NON RESPONSIVE.**

Our Proposal is submitted according to:  Variations listed above

**OR**  No Variations

\*Note 2: The value share calculation being proposed is more transparent and tied to the PPI (Pulp & Paper index) as well as the SMP (Standard Metals Pricing). Waste Management's commodity pricing from the fiber mills also utilize the PPI. This is an industry-standard pricing structure used with most municipalities, counties and towns. The tip fee is based on index and market value of the commodities. Within the pricing structure, WM provides a 90% share of the revenue. From there the processing fee is subtracted and the result is either a tip fee or a rebate. This calculation does not include a \$0 floor pricing. The processing fee within the calculation would increase annually based on a CPI escalator. The calculation we are proposing replaces Appendix A, Form 7a – service option 1, Table 1. In regard to Table 2, if the infrastructure is put in place and we have a better understanding of the scope, we would be willing to provide a per ton rate.

\*Note 3: Contractor takes exception to the unreasonably high and punitive administrative charge amounts as well as the several of the specified bases for imposing administrative charges as they'd include events or occurrences that may be beyond the reasonable control of Contractor. Additionally, if the parties mutually agree upon reduced and more limited Administrative Charges, such Administrative Charges shall be the City's exclusive remedy for the specified failure.



WM's proposal is conditioned on the exceptions and language set forth above. WM agrees to work in good faith with City of Olathe to negotiate final Agreement terms that are acceptable to both parties.

## Chapter 10: Financial Proposal

*Vendor shall complete Form 7a if submitting a proposal for Service Option 1 and Form 7b if submitting a proposal for Service Option 2. Vendors shall provide any additional information that shall aid the City in understanding the financial benefits of the proposal. Failure to complete Financial Proposal forms (Form 7a and/or Form 7b) will result in rejection of the proposal.*

Please see our Financial Proposal attached separately in Bonfire.



# Additional Information

## Form W-9

<p><b>Form W-9</b> (Rev. March 2024) Department of the Treasury Internal Revenue Service</p>	<p><b>Request for Taxpayer Identification Number and Certification</b> Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.</p>	<p><b>Give form to the requester. Do not send to the IRS.</b></p>																								
<p><b>Before you begin.</b> For guidance related to the purpose of Form W-9, see <i>Purpose of Form</i>, below.</p>																										
<p><b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p><b>Waste Management of Kansas, Inc.</b></p>																										
	<p><b>2</b> Business name/disregarded entity name, if different from above.</p>																									
<p><b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor    <input checked="" type="checkbox"/> C corporation    <input type="checkbox"/> S corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____</p> <p><b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) <u>5</u></p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p><i>(Applies to accounts maintained outside the United States.)</i></p>																									
<p><b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/></p>																										
<p><b>5</b> Address (number, street, and apt. or suite no.). See instructions. <b>800 Capitol Street, Suite 3000</b></p>	<p>Requester's name and address (optional)</p>																									
<p><b>6</b> City, state, and ZIP code <b>Houston, TX 77002</b></p>																										
<p><b>7</b> List account number(s) here (optional)</p>																										
<p><b>Part I Taxpayer Identification Number (TIN)</b></p>																										
<p>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later.</p>																										
		<p><b>Social security number</b></p> <table border="1" style="margin: auto; border-collapse: collapse;"> <tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr> <tr><td colspan="3" style="text-align: center;">-</td><td colspan="3" style="text-align: center;">-</td><td colspan="6"></td></tr> </table>													-			-								
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		<p><b>or</b></p> <p><b>Employer identification number</b></p> <table border="1" style="margin: auto; border-collapse: collapse;"> <tr><td style="width: 20px; height: 20px;">4</td><td style="width: 20px; height: 20px;">8</td><td style="width: 20px; height: 20px;">-</td><td style="width: 20px; height: 20px;">0</td><td style="width: 20px; height: 20px;">6</td><td style="width: 20px; height: 20px;">3</td><td style="width: 20px; height: 20px;">4</td><td style="width: 20px; height: 20px;">8</td><td style="width: 20px; height: 20px;">0</td><td style="width: 20px; height: 20px;">6</td></tr> </table>	4	8	-	0	6	3	4	8	0	6														
4	8	-	0	6	3	4	8	0	6																	
<p><b>Note:</b> If the account is in more than one name, see the instructions for line 1. See also <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</p>																										
<p><b>Part II Certification</b></p>																										
<p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> <li>The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and</li> <li>I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and</li> <li>I am a U.S. citizen or other U.S. person (defined below); and</li> <li>The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.</li> </ol>																										
<p><b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.</p>																										
<p><b>Sign Here</b></p>	<p>Signature of U.S. person <i>Rachel Spears</i></p>	<p>Date <b>2/24/2025</b></p>																								
<p><b>General Instructions</b></p> <p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p><b>Future developments.</b> For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a>.</p> <p><b>What's New</b></p> <p>Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.</p>																										
<p>New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).</p> <p><b>Purpose of Form</b></p> <p>An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they</p>																										
<p>Cat. No. 10231X <span style="float: right;">Form <b>W-9</b> (Rev. 3-2024)</span></p>																										



## Certificate of Good Standing

STATE OF KANSAS  
OFFICE OF SECRETARY OF STATE  
CERTIFICATE OF GOOD STANDING

I, SCOTT SCHWAB, Kansas Secretary of State, certify that the records of this office reveal the following:

Business ID: 123299

Business Name: WASTE MANAGEMENT OF KANSAS, INC.

Type: Domestic For-Profit Corporation

Jurisdiction: Kansas

was filed in this office on January 27, 1958, and is in good standing, having fully complied with all requirements of this office.

No information is available from this office regarding the financial condition, business activity or practices of this entity.



In testimony whereof:  
I affix my official certification seal.  
Done at the City of Topeka,  
on this day February 25, 2025.

A handwritten signature in black ink that reads "Scott Schwab".

SCOTT SCHWAB  
KANSAS SECRETARY OF STATE

Certification Number: 528679-20250225 To verify the validity of this certificate please visit  
<https://www.sos.ks.gov/eforms/BusinessEntity/CertifiedValidationSearch.aspx> and enter certificate number.



## Conclusion

Waste Management of Kansas, Inc. (WM) is your longtime environmental solutions provider. We have delivered reliable waste or recycling management services to Olathe for over 10 years. You are familiar with our company, our team, and our professional approach over the long term, and we are excited about the opportunity to continue to work with you in managing your waste and recycling needs.

We have fulfilled the individual tenets and each requirement of your RFP and have organized this response to provide our proposal in response to each element outlined in the RFP.

We believe this to be a significant contract for both Olathe and WM. As your long-term service provider, we are strongly invested in your city and want to be your waste solutions supplier of the future. We understand your priorities, the way you work, and what makes your city such a great place to live, work, and play. This makes us uniquely qualified to provide tailored services to meet your operational needs and the ever-evolving expectations.

Secondly, we are committed to strengthening our current relationship by continuing to provide high-quality, reliable service for the entire term of the new Agreement. We have already shown ourselves to be dependable in our current agreement. We have the resources to make needed adjustments, when necessary, to facilitate continued satisfaction for your community. WM intends to continue to offer uninterrupted stability backed by innovation, value, and price, and to be an active collaborator in attaining Olathe's goals and objectives.

Lastly, entering into a new agreement with WM will provide your city with uninterrupted, reliable service delivery for an essential and highly regulated operation. There will be no transition period where costly mistakes and problems are most likely to occur, as our team is intimately familiar with your operations and has developed a strong working relationship with your staff. Our best-in-class transfer stations, landfills, and recycling operations, along with our industry-leading safety and environmental practices, should give you the peace of mind that your waste is being managed in full compliance with all regulatory requirements and standards.

**WM is dedicated to being the best environmental solutions provider for Olathe now and in the future.**



# CITY OF OLATHE

**Recycling Processing and Transfer Station Operation, Hauling  
and Disposal Services**

**RFP 25-0016 | Due March 7, 2025 11:30 PM**

**FINANCIAL PROPOSAL**

SUBMITTED BY

**Waste Management of Kansas, Inc.**

CONTACT

Scott Cornell Sr. | Senior Account Executive – Industrial  
314-306-4806 | [SCornell@wm.com](mailto:SCornell@wm.com)





Waste Management of Kansas, Inc.  
17955 Holliday Dr.  
Shawnee, KS 66217

March 7, 2025

City of Olathe  
100 E. Santa Fe Street, 2nd Floor  
Olathe, KS 66062

Attn: Lindsay Jarrett, Procurement Specialist

Dear Procurement Specialist Jarrett:

Waste Management of Kansas, Inc. (WM) appreciates the opportunity to participate in this important procurement process and are pleased to provide the City of Olathe (the City) this proposal in response to the Request for Proposal (RFP) 25-0016 for Recycling Processing and Transfer Station Operation, Hauling and Disposal Services. We proudly provide recycling processing for the City, and this contract is very important to us. We have read and understand the bid documents and we are prepared and qualified to fulfill the service requirements at the greatest overall value to the City and its residents. Our bid is valid until 180 days after the day of the opening of proposals. I confirm that I have legal authority to bind Waste Management of Kansas, Inc. in contractual obligations.

It is our job to think about waste and recycling, and develop a program that exceeds your expectations and meets your goals. As you evaluate our proposal, you will see that WM is the best environmental solutions partner for Olathe. As a WM municipal customer, you will also continue to benefit from what makes us different from our competitors, including:

- **The best value for you:** When choosing a provider for your needs, value is more than just the bottom line. Value to your stakeholders is about what they get for the money they pay. With WM, you will receive best-in-class service from an experienced team that is laser-focused on delivering quality, on-time, reliable service at the best value possible.
- **A team that does things the right way, every day:** Environmental services are a highly regulated operation and must be appropriately handled. We have comprehensive, safety-focused offerings to manage almost all types of waste. We provide peace of mind that your materials will be managed in full compliance with all regulations.
- **The safest in our industry:** WM has the nation's best safety record for solid waste service providers. Safety is a core principle of WM. We want our employees and our customers to be safe.
- **The largest, most financially stable environmental solutions provider in North America:** WM has the ability to finance operational improvements, equipment, facility upgrades, and container purchases. We do not have to rely on the timelines and terms of third-party creditors. Our resources also give us the ability to provide gold-standard insurance to protect our customers.

The attached proposal outlines our capabilities, which we believe best suit both parties for a beneficial collaboration. We are committed to going above and beyond to continue delivering best-in-class service for your community every day.

The local Senior District Manager at the Johnson County Landfill, John McConnell, and the Recycling Facility Manager at the Kansas City Recycling Facility, Tronnie Blair, bring their expertise and industry knowledge to Olathe by understanding your current service needs, as well as looking for ways to help you meet your environmental goals and assist in driving down costs. John and Tronnie will be available to make sure the right service and equipment is being utilized and maximized to their full potential.

As your Account Manager, Scott Cornell Sr. will be responsible for the management of this upcoming contract. Should you have any questions or require additional information, please do not hesitate to call Scott at 314-306-4806 or email him at [SCornell@wm.com](mailto:SCornell@wm.com). We look forward to your response and building a successful and mutually beneficial relationship with City of Olathe.

Sincerely,

A handwritten signature in black ink that reads "Michael Hey". The signature is written in a cursive, slightly slanted style.

Michael Hey  
Area Manager, Disposal Operations

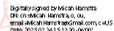
**ASSISTANT SECRETARY'S CERTIFICATE**

**WASTE MANAGEMENT OF KANSAS, INC.**

I, Micah Hamstra, Assistant Secretary of Waste Management of Kansas, Inc., a Kansas corporation (the "Corporation"), do hereby certify that the following resolution was adopted by the Board of Directors of the Corporation and that such resolution has not been amended, modified or rescinded and is in full force and effect as of the date hereof:

**RESOLVED**, that Mike Hey, Area Manager Disposal Operations, or any officer of this Corporation, and each of them, are hereby authorized, following compliance with appropriate corporate policies and procedures, to prepare, execute and to submit on behalf of the Corporation a Bid Proposal to the City of Olathe for Recycling Processing and Transfer Station Operation, Hauling and Disposal Services (the "Bid") and to execute on behalf of the Corporation any and all documents required to be submitted by the Corporation in connection with the Bid and to execute an approved contract resulting from the award of the Bid to the Corporation.

Dated: February 24, 2025

  
  
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Micah Hamstra  
Assistant Secretary

# Table of Contents

Letter of Intent ..... i  
Table of Contents ..... iv  
**Chapter 10: Financial Proposal ..... 1**  
Form 7a – Service Option 1 ..... 1  
Form 7b – Service Option 2 ..... 4

Data contained in this proposal represents the most recently published information for WM’s wholly owned operations, unless otherwise indicated.





# Chapter 10: Financial Proposal

Vendor shall complete Form 7a if submitting a proposal for Service Option 1 and Form 7b if submitting a proposal for Service Option 2. Vendors shall provide any additional information that shall aid the City in understanding the financial benefits of the proposal. Failure to complete Financial Proposal forms (Form 7a and/or Form 7b) will result in rejection of the proposal.

## Form 7a – Service Option 1

We are taking exception to the pricing form. The value share calculation being proposed is more transparent and tied to the PPI (Pulp & Paper index) as well as the SMP (Standard Metals Pricing). Waste Management’s commodity pricing from the fiber mills also utilize the PPI. This is an industry-standard pricing structure used with most municipalities, counties and towns. The tip fee is based on index and market value of the commodities. Within the pricing structure, WM provides a 90% share of the revenue. From there the processing fee is subtracted and the result is either a tip fee or a rebate. This calculation does not include a \$0 floor pricing. The processing fee within the calculation would increase annually based on a CPI escalator. The calculation we are proposing replaces Appendix A, Form 7a – service option 1, Table 1. In regards to Table 2, if the infrastructure is put in place and we have a better understanding of the scope, we would be willing to provide a per ton rate.

Please see our suggested pricing below.

### Recycling Material Pass Back Structure Proposal - City of Olathe (February 2025 prices used as an example)

Commodity	Price/Cost Source	Feb'25 Index	Comp. (1)	Value
OCC	RISI (PPI) Chicago High	\$ 80.00	35.20%	\$ 28.16
Mixed Paper	RISI (PPI) Chicago High	\$ 55.00	40.10%	\$ 22.06
Aluminum	SMP.net Baled Chicago High	\$ 2,000.00	1.90%	\$ 38.00
Steel/Tin	SMP.net Baled Chicago High	\$ 185.00	1.80%	\$ 3.33
Plastic # 1	SMP.net Baled Chicago High	\$ 380.00	3.50%	\$ 13.30
Plastic # 2 Natural	SMP.net Baled Chicago High	\$ 1,780.00	1.50%	\$ 26.70
Plastic # 2 Colored	SMP.net Baled Chicago High	\$ 160.00	1.90%	\$ 3.04
Mixed Rigids	Higher of Actual Month Price or \$0	\$ -	2.10%	\$ -
Polypropylene	SMP.net Baled Chicago High	\$ 340.00	0.02%	\$ 0.07
Contamination & Residuals Actual		\$ (62.00)	11.98%	\$ (7.43)
<b>Total</b>			<b>100.00%</b>	<b>\$ 127.23</b>
<b>Customer's Value Share</b>				<b>90.00% \$ 114.50</b>
<b>Less Processing Fee</b>				<b>\$ (101.00)</b>
<b>Rebate to/(Tip Fee charged) to the City</b>				<b>\$ 13.50</b>

(1) Current composition - new audit will be conducted with new agreement.

WM is taking exception to Form 7a. Please see above for our proposed value share pricing.

**APPENDIX A: FORMS**

**Form 7a: Service Option 1 - Recycling Processing Services Financial Proposal**

The City will accrue a per-ton Processing Fee for each ton of material delivered by the City and processed by the Vendor, as detailed in Section 4.13.1 of the RFP. The per-ton Processing Fee shall be inclusive of any and all costs, taxes, and fees. The per-ton processing fee shall be adjusted on an annual basis based on annual adjustments set forth in the RFP.

**Table 1: Proposed Per-Ton Fee if Only Recycling Processing Services Selected for Contract Using Vendor’s Delivery Facility**

	3-Year Contract Term Using Vendor’s Delivery Facility		5-Year Contract Term Using Vendor’s Delivery Facility	
Proposed Processing Fee (per ton)	Including Glass	Excluding Glass	Including Glass	Excluding Glass
<b>Capital Cost Component (Fixed)</b>				
Capital Cost Component	\$ _____	\$ _____	\$ _____	\$ _____
<b>Operating Cost Component (Variable)</b>				
0-5% Contamination Rate	\$ _____	\$ _____	\$ _____	\$ _____
5-10% Contamination Rate	\$ _____	\$ _____	\$ _____	\$ _____
10-15% Contamination Rate	\$ _____	\$ _____	\$ _____	\$ _____
15-20% Contamination Rate	\$ _____	\$ _____	\$ _____	\$ _____
20-25% Contamination Rate	\$ _____	\$ _____	\$ _____	\$ _____

**Location of Vendor’s Delivery Facility:** WM Kansas City Recycling Facility, 2404 S 88th Ave., Kansas City, KS 66111

The City is also evaluating infrastructure modifications to allow for the City’s Transfer Station to operate as the Delivery Facility for recyclable materials. The City would be responsible for all capital expenses related to infrastructure modifications and the Vendor would be responsible for transporting waste from the City’s Transfer Station to the processing facility.

**Table 2: Proposed Per-Ton Fee if Only Recycling Processing Services Selected for Contract and Using City’s Transfer Station as Delivery Facility**

	3-Year Contract Term Using City’s Transfer Station as Delivery Facility		5-Year Contract Term Using City’s Transfer Station as Delivery Facility	
Proposed Processing Fee (per ton, including Capital and Operating Cost)	Including Glass	Excluding Glass	Including Glass	Excluding Glass
0-5% Contamination Rate	\$ _____	\$ _____	\$ _____	\$ _____
5-10% Contamination Rate	\$ _____	\$ _____	\$ _____	\$ _____
10-15% Contamination Rate	\$ _____	\$ _____	\$ _____	\$ _____
15-20% Contamination Rate	\$ _____	\$ _____	\$ _____	\$ _____
20-25% Contamination Rate	\$ _____	\$ _____	\$ _____	\$ _____



Please describe the proposed recyclable revenue share percentage to the City based on the calculation described in the RFP Section 4.13.1.2.

Please see above for our proposed value share calculation.

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Please reference other sections of the proposal where City financial benefits are described:

Please see above for our proposed value share calculation.

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## Form 7b – Service Option 2

### APPENDIX A: FORMS

#### Form 7b: Service Option 2 - Transfer Station Operation, Hauling, and Disposal Services Financial Proposal

The City shall pay the Contractor(s) a per-ton fee for the Transfer Station Operating, Hauling, and Disposal Services. The Transfer Station Operating, Hauling, and Disposal Fee shall be inclusive of any and all taxes and fees. The per-ton fees shall be adjusted on an annual basis based on annual adjustments set forth in the RFP.

**Table 1: Proposed Per-Ton Fee if Only Transfer Station Services Selected for Contract**

	3-Year Contract Term	5-Year Contract Term
Proposed Fee (per ton) – Transfer Station Operation, Hauling, and Disposal Services	\$ 38.20/ton	\$ 38.20/ton

**Location of Vendor’s Disposal Facility:** 17955 Holliday Drive, Shawnee, KS 66217

The City shall pay the Vendor(s) a per-ton fee for Disposal **only as needed**, due to Transfer Station expansion, facility improvements, or other unexpected closures. Disposal Fee shall be inclusive of any and all taxes and fees.

Disposal Fee (per ton) Only: \$30.00/ton

In the event that the City self-operates the transfer station and manages the hauling to the disposal facility, the City shall pay the Vendor(s) a per-ton fee for Disposal only. Disposal Fee shall be inclusive of any and all taxes and fees.

Disposal Fee (per ton) Only: \$24.50/ton

Optional per-ton fee for Disposal of separated construction & demolition (C&D) materials only if the City elects to continue separating and transporting C&D materials to a designated C&D Disposal Facility. Disposal Fee shall be inclusive of any and all taxes and fees.

Disposal Fee for C&D Materials (per ton) Only: N/A

**Location of Vendor’s C&D Disposal Facility:** N/A

As described in Section 3.1.2 of the RFP, the City is in the process of infrastructure improvements and is evaluating other options to expand the capacity of the Transfer Station. Vendor’s are encouraged to populate Table 2 below and describe preferred methods for passthrough material management below or in referenced proposal sections.

**Table 2: Proposed Host Fee Per Ton Paid to City for Vendor’s Use of Transfer Station Additional Capacity**

Tons of Capacity Available/Dedicated for Vendor Use	3-Year Contract Term	5-Year Contract Term	Initial Guaranteed Annual Tonnage
10,000-20,000	\$ 3.00/ton	\$ 3.00/ton	10,000
20,000-30,000	\$ TBD	\$ TBD	TBD
30,000-40,000	\$ TBD	\$ TBD	TBD
40,000-50,000	\$ TBD	\$ TBD	TBD

Please describe how the guaranteed tonnage amount will change over the term of the Contract. If the guaranteed tonnage will not change over the term of the contract, please specify.

In order to optimize the benefit to the City, WM recommends proactive collaboration with the City following award of the contract to coordinate acceptance of WM direct drive volume at the Transfer Station that does not in any way inhibit City trucks but maximizes hours available for access by WM vehicles. WM would expect these volumes to grow over time as WM develops business that would benefit from the use of the City's asset. Our "TBD" response in the higher volume categories under Table 2 above reflects our intent to collaborate with the City to achieve higher volumes that will provide financial benefit to the City.

Please reference other sections of the proposal where City financial benefits are described:

If WM is selected as the vendor for this contract, we will offer the \$30.00/ton direct drive disposal pricing for City trucks at JCL prior to the onset of the agreement, if desired by the City.

**Table 3: Proposed Fee Discount if Both Service Options Selected for Contract**

	3-Year Contract Term	5-Year Contract Term
<b>Proposed Percent Discount on Recycling Processing</b>	<u>None</u> %	<u>None</u> %
<b>Proposed Percent Discount on Transfer Station Operation, Hauling, and Disposal</b>		
Transfer Station Operation, Hauling, and Disposal Services	<u>None</u> %	<u>None</u> %
Disposal Fee Only (as needed)	<u>None</u> %	<u>None</u> %
Disposal Fee Only (City-operated and hauled)	<u>None</u> %	<u>None</u> %
Disposal Fee Only (C&D)	<u>None</u> %	<u>None</u> %

### Fuel Surcharge

In the event that the price of fuel deviates from the threshold price per gallon a mileage-based fuel surcharge (or discount) shall be applied on a per haul basis. The surcharge will increase or decrease by one cent (\$.01) per mile for every 5-cent increase or decrease in the price of diesel fuel above or below the threshold price of \$3.00 per gallon. Calculations shall be made the first day of each week based upon the United States Energy Information Administration's (EIA) U.S. On-Highway Diesel Fuel Price Index for PADD 2 (MIDWEST) price as reported on their website at <http://www.eia.gov/petroleum/gasdiesel/> or phone no. (202) 586-6966, will be used as announced each Monday, or on Tuesday when Monday is a federal holiday\*.

- 1) A surcharge will be added to all rates and charges on a per haul basis provided in this schedule and subsequent amendments hereto, determined by the table and method below.

Origin / Destination: Olathe Transfer Station, 1681S.Valley Rd, Olathe KS 66061 to Johnson County Landfill , 17955 Holliday Dr. , Shawnee, KS 66217

Threshold price per gallon	\$3.00
PADD 2 Fuel price as of 1/13/2025	\$3.532
Fuel Surcharge per mile per chart below \$0.10	
Origin / Destination Round trip Mileage	38
Fuel Surcharge per load	\$30.00

- 2) The surcharge will be adjusted and effective on the 1st day of each week based on the EIA index amount for the U.S. On-Highway Diesel Fuel price index for PADD 2 for the previous Monday (or Tuesday on Monday is a Federal holiday) as determined by the corresponding per mile surcharge shown in the table.