

April 8, 2024

Request for Bids TO-24-08

Environmental Services

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

Specifications

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

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

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

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

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

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

Contract Term

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

General Instructions

Bids must be submitted in the following format:

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

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

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

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

Customer Satisfaction & Service
Price
Available Options

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

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

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

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

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

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

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

Questions must be received by Metro by April 18, 2024

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

1.0 ACCESS TO RECORDS

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

2.0 ASSIGNMENT AND DELEGATION

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

3.0 CIVIL RIGHTS

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

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

4.0 COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS

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

5.0 CONFIDENTIALITY

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

6.0 CONFLICT OF INTEREST

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

7.0 CONTRACT CHANGES

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

8.0 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

9.0 ENERGY CONSERVATION

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

10.0 EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

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

11.0 FEDERAL CHANGES

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

12.0 INCORPORATION OF FTA TERMS

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

13.0 INDEMNIFICATION

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

14.0 INSURANCE

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

15.0 INTEREST OF CONGRESS

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

16.0 LEGAL MATTER NOTIFICATION

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

17.0 NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

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

18.0 PATENT INFRINGEMENT

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

19.0 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

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

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

20.0 RECYCLED PRODUCTS

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

21.0 SUSPENSION AND DEBARMENT

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

22.0 TERMINATION

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

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

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

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

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

COVER SHEET

Proposer Information

Company Name SAFETY-KLEEN SYSTEMS, INC

Address 42 LONGWATER DRIVE PO BOX 9149

City, State, Zip NORWELL MA 02061

Main Phone 3125502820

Contact Person Information


Name KENDRICK HARRISON

Job Title GOVT. ACCOUNT SPECIALIST

Phone 312-550-2820

Alt. Phone _____

Email govcontracts@safety-kleen.com

Signature 

Date: 05-02-2024

PRICE QUOTE

Item Pricing

Description	Base Price	Delivery Frequency	Per Gal Fee	Notes
Vacuum Truck Service	\$70 per hour	16 Weeks		5 Hour estimate per load
- Liquids		16 Weeks	\$ 1.00	per gallon
- Solids		16 Weeks	\$ 1.00	per gallon

Other Items

Description	Base Price	Delivery Frequency	Per Service Fee	Notes
Service for 2-30gal parts washer		12 Weeks	\$150 per unit	Price is per machine

Recycle Pricing

Description	Base Price	Delivery Frequency	Per Gal Fee	Notes
Used coolant pickup (per gallon)		On Call Basis	\$ 1.00	

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

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

Additional Fees

Description	Charge	Notes
Truck Fees		
Fuel Surcharge/Fee		
Delivery Charge		
Other (please list)		
Recovery fee	15% of invoice	Max \$342.00 per invoice
Chemistry fee	10% of invoice	Part washers only

No additional charges will be accepted if not listed above.

DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION

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

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

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

The contractor may not hold retainage from its subcontractors.

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

Signature: 

Name and Title: KENDRICK HARRISON - GOVT. ACCOUNT SPECIALIST

Company Name: SAFETY-KLEEN SYSTEMS, INC

Date: 05-02-2024

NON-COLLUSION CERTIFICATION

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

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

Signature:  _____

Name and Title: KENDRICK HARRISON - GOVT. ACCOUNT SPECIALIST

Company Name: SAFETY-KLEEN SYSTEMS, INC

Date: 05-02-2024

SUSPENSION / DEBARMENT CERTIFICATION

In regard to 2 CFR Parts 180 and 1200

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

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

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

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

Signature: 

Name and Title: KENDRICK HARRISON - GOVT. ACCOUNT SPECIALIST

Company Name: SAFETY-KLEEN SYSTEMS, INC

Date: 05-02-2024

Topeka Metro
RFB TO-24-08 Environmental Services



Safety-Kleen Systems Inc
42 Longwater Drive,
Norwell,
Massachusetts 02161



**Topeka Metropolitan
Transit Authority**
201 North Kansas
Avenue
Topeka, KS 66603

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Cover Letter

Topeka Metropolitan Transit Authority

201 North Kansas Avenue

Topeka, KS 66603

Re: Environmental Services

Dear **Topeka Metro**

Since 1963, Safety-Kleen Systems Inc has grown to be North America's largest and most trusted provider of environmental services by working together with customers, solving problems, and satisfying needs. Our goal continues to focus on customer needs and top-quality services.

Safety-Kleen Systems Inc will provide turn-key services to the Topeka Metro. These services will include parts washer servicing, maintenance, Vacuum services, transport, and disposal/recycling. Safety-Kleen can assist the Topeka Metro in obtaining EPA ID numbers and provide guidance to Topeka Metro employees on the proper waste management procedures.

Safety-Kleen hereby gives our unconditional acceptance of the performance obligations set forth in the RFQ. We also warrant Safety-Kleen has the necessary permits, processes, capacity, and knowledge to accept and legally handle the waste listed in the proposal. This proposal constitutes a firm offer for at least ninety (90) days from the last day designated for receipt of proposals.

Safety-Kleen offers a wide range of cleaning equipment and chemistries with unmatched quality and performance. Our sales and service representatives are equipped to work with you to develop the right parts cleaning equipment, chemistries, and associated service to meet your cleaning and environmental service needs. Our parts washers are the only ones to earn NASCAR PERFORMANCE designation. Safety-Kleen's aqueous parts washers give you all the cleaning power of solvent with cleaning solutions that are safe and biodegradable. These aqueous parts washers are available in automatic, manual or both, with features such as programmable solution temperatures and flexible metal lamps and spigots.

As Topeka Metropolitan Transit Authority reserved their rights to alter the bid/contract language prior to award, this proposal is submitted contingent upon the right to negotiate mutually acceptable contract terms and conditions, which are reflective of the work contemplated in the bid documents, and an equitable distribution of the risks involved therein.

Sincerely,
Safety-Kleen Systems Inc
Kendrick Harrison
Government Account Specialist
3125502820
govcontracts@safety-kleen.com



Methodology and Ability to Fulfil Specification

Vacuum Services

Safety Kleen Field Services' specialized Vacuum Services collect and transport (wet or dry) hazardous and non-hazardous materials. Vacuum equipment, including stainless steel, carbon steel, and dry and liquid units, is selected based on the nature and quantity of the material to be removed. To meet the needs of our power plant, waste to energy, and industrial customers, Safety Kleen' fleet is constantly being enhanced through the addition of new vacuum trucks and trailers/transporters, Vactors and Cuscos.



Fly Ash

Utilizing air-moving vacuum equipment, Safety Kleen personnel remove fly ash from boiler systems, including penthouses, hoppers, stacks, precipitators, top and bottom ash collection points, and bag housing. Using high-vacuum units outfitted with cooling ring lines, we move hot molten ash for our utility customers' equipment during forced outages.

Oil/Water Separators

Our crews pump and clean separators containing both liquid and sludge from oil terminals, refineries, manufacturing facilities, gas stations, maintenance garages and a wide variety of industrial facilities.

Pit and Sump Cleanouts

Safety Kleen cleans out pits and sumps including those for cooling towers, wastewater treatment chambers for grit, solids separation, chelation and pits beneath process machinery.

Site Transfers

Using vacuum trucks/transporters, Cuscos/Vactors and portable pumps, we provide site transfers of liquid/sludge/solids of all oil, gasoline and chemical materials.

Electrical Manholes and Catch Basins

We pump and clean electrical manholes and vaults and clean catch basins freeing them of obstructions and spilled materials.

Materials Storage and Transfer Areas

Materials spilled from carrier and unloading areas are routinely recovered by our professionals. Pumping and transfers from barges/ships are in accordance with OPA-90 regulations. We remove material spilled from handling and/or transfer equipment and surrounding areas, as well as clean material storage areas including storage tanks, barges/ships, tankers and containment dikes.

Water Intake

We monitor screen areas and channels to remove sediments and debris.

Power Plants

Our crews clean dead air space within boilers; remove top and bottom ash from penthouses, duct work, hoppers, stacks, precipitators and bag houses; clean coal spills in receiving, handling and processing; and clean any and all exposed surfaces where ash accumulates. We also provide liquid/solid pumping and transfers from storage tanks, wastewater treatment tanks, utility vaults, process sumps and tanks.

Physical Plant Maintenance

Safety Kleen also cleans material from drainage systems including ditches, drain lines, catch basins and entire storm drain systems; provides general cleaning of accumulated material from beams, piping, duct work and machinery in processing buildings; and handles spill removal in both interior and exterior plant locations.



Focus on Safety

From our own plants, to our people out in the field, to our customer sites, Safety Kleen adheres to all regulations and plays an active role in keeping up with changing compliance standards, so you don't have to.

1. Always in compliance with latest government and industry standards
2. Comprehensive training programs put employee and customer safety first.
3. Vigilant, self-auditing process strives for continuous improvement in health and safety.

Operational Procedure

The following sections outline generic procedural steps to follow for loading and offloading. this information can be used when developing JHA's or SWEPS.

Loading

A. Loading Using Vacuum Pump Load

1. Chock the wheels
2. Ground the unit.
3. Hook up required hoses to the load valve.
4. Engage the PTO.
5. Open the isolation valve.
6. Slowly place the 3-way/deflector valve in the Vacuum position.
7. Engage pump and build vacuum.
8. Open the load valve.
9. Monitor level in the vacuum tank.
10. Close back load valve once the hose has been cleared of product.
11. Clear and unhook hoses, cap and store.
12. Close isolation valve.
13. Disengage the PTO and disconnect the ground.

B. Offloading

I. Gravity Offload

Gravity offload is the preferred method of offloading. When carrying a mixed load (solids and liquids) always offload the liquids first and then the solids.

1. Chock the wheels.
2. Ground the unit.
3. Hook up required hoses to the offload valve.
4. Engage the PTO (need this to raise bed).
5. Open the isolation valve.
6. Slowly place 3-way/deflector valve into the *Neutral* position.
7. Open back offload valve (very slowly).
8. Raise tank to allow all liquid to drain (be aware of overhead hazards and use a spotter if needed).
9. Lower tank when empty.
10. Close back valve of tank.
11. Place the 3-way/deflector valve into *Vacuum* position.

12. Engage the vacuum pump and build vacuum.
13. Open the offload valve to clear out the hose.
14. Close back offload valve once the hose has been cleared of product.
15. Clear and unhook hoses, cap and store.
16. Close isolation valve.
17. Disconnect the ground.

II. Offloading Solids

1. Position rear of truck in desired area that you want the solids to pile (over pit, berm, drum, etc.).
2. Chock wheels.
3. Loosen and remove the wing nuts at the back of the rear hatch (you may have to put a slight vacuum on the truck but bleed back off when done).
4. Disengage the auto lock for the back door.
5. Raise the rear door all the way open.
6. Raise the tank to off load and use the vibrator if needed.
7. Set the tank down.
8. Close rear door until auto locks close.
9. Put under slight vacuum.
10. Connect and tighten all wing nuts.
11. Raise tank to offload solids once all liquid has been offloaded.

III. Pump offload

1. Ground the unit.
2. Hook up required hoses from offload valve to suction end of the external pump (e.g. Bowie pump) and from pump discharge to offload location.
3. Open isolation valve.
4. Place 3-way/deflector valve in the Neutral position.
5. Open offload valve.
6. Open valve at location of offloading area, if required.
7. Engage the external pump.
8. Set required engine speed, as per manufacturer's instructions.
9. Raise tank to allow all liquid to drain.
10. Lower tank once empty.
11. Close back offload valve once tank is lowered.
12. Place 3-way/deflector valve into Vacuum position.
13. Engage pump and build vacuum.
14. Open offload valve and bleeder valve to clear product from hose.
15. Close offload valve once hoses are cleared.
16. Disengage external pump.
17. Reduce engine speed to idle.

IV. Tank Washout

1. Transport vacuum truck to designated cleaning location.
2. Receive permit or sign on to existing permit if applicable.
 - a. If respiratory protection is required for wash out, verify no other personnel are in the work area.
3. Complete JSA/FLRA.
4. Position unit onto wash pad utilizing a spotter if required.
5. Place wheel chocks.
6. Flag and tag area.

7. Don respiratory protection (if required).
8. Open vacuum tank rear door.
9. Install door prop and/or verify tank hook is locked into position.
10. Rinse out tank and valves.
11. Drain all moisture traps.
12. Close rear tank door and tighten wing nuts when tank is clean.
13. Clean up area and remove flagging.
14. Sign off permit.

Used Oil Pickup

When our Safety-Kleen subsidiary picks up your used oil, you become part of a closed-loop recycling process in which your oil becomes a renewable resource. Our recycling process can yield your company useable metrics that can help you achieve your sustainability goals and enhance your “green” message.



Used Oil Never Stops Being Useful Unless You Burn It

Motor oil doesn’t break down as it is used. It becomes contaminated with carbon, water, and other materials. These contaminants can be removed through re-refining, leaving behind base oil equal in quality to that refined from virgin crude. And, used oil can be re-refined and re-used over and over again.

Safety-Kleen is the Largest Re-refiner of Used Oil in North America

Each year, Safety-Kleen re-refines over 150 million gallons of used motor oil collected from thousands of customers through its branch service network. The used oil is recycled at our refineries located in East Chicago, Indiana and Breslau, Ontario, Canada using processes Safety-Kleen helped pioneer. The resulting products are indistinguishable from conventionally refined oils and lubricants.

Last Year, We Prevented Over One Million Metric Tons of Greenhouse Gas Emissions (GHG)

All oil production creates greenhouse gases, but producing it from used oil rather than crude oil creates much less. One barrel of used oil will make the same amount of finished product as 42 barrels of crude, yet will require 85% less energy to produce. Additionally, every barrel of used oil collected for re-refining is one less barrel burned as fuel oil, further reducing GHG. And, in the process, we lessen our dependence on foreign oil.

EcoPower® Motor Oil Can Help Your Company Close the Loop

When you choose Safety-Kleen for your used oil collection, we provide you with carbon-reduction data based on the waste oil we pick up—data that can help you meet your company’s sustainability goals and that can be integrated into your green messaging. And, if you use our re-refined oils and lubricants like our EcoPower® semi-synthetic motor oil or heavy-duty diesel engine oil, you “close the loop”, using products refined from your own waste stream. This means you’ll reduce your carbon footprint even more. Used oil collection by Safety-Kleen is the most sustainable, environmentally friendly way to dispose of your waste oil.

Part Washer Services

Parts washer services are one of Safety-Kleen's most important lines of business. They include sale or lease of a parts washer, regular maintenance of it, management of clean and dirty fluids, and regulatory assistance to the customer. The service is designed to provide customers with safe, reliable, and environmentally responsible options for parts cleaning. Safety-Kleen removes the dirty fluid from the customer's location using the proper containers, shipping papers, and waste labels. The fluids are recycled over and over for re-use providing positive environmental benefits to the customer while conserving valuable resources.

Cleaning Fluids for Parts Cleaning

1. Safety-Kleen provides its customers with 2 basic types of parts cleaning fluids
 - aqueous (water) based
 - non-aqueous (mineral spirits)
2. Within each basic category are different formulations with specific properties and characteristics that can be matched to customers' needs.

Aqueous Cleaning Fluids

1. There are three primary aqueous and semi-aqueous cleaners included in Safety-Kleen's Parts Washer services:
 - ArmaKleen 4-in-1 Cleaner
 - ArmaKleen MPC
 - ArmaKleen Paint & Ink Remover
2. Most aqueous fluids are concentrates that must be diluted before use. Normally, they are mixed at the branch before they are delivered to the customer for use. Blending at the customer sites is limited primarily to customers using parts washer fluids in very large COMS unit.
3. In those rare cases where it is appropriate to dilute a concentrate at a customer location
 - Make sure the concentrate is always transported in its original labeled container.
 - Carefully measure the concentrate and record the amount used for inventory purposes.
4. The BOGs listed below provide full detail on how to dilute the concentrate to get the proper mix. They also include instructions for the quality control checks that must be completed.
 - O330-006_OC330-006 SK Aqueous Chemistry QC
 - O330-008_OC330-008 Aqueous Blending and Proportioning

Non-Aqueous Cleaning Fluids

1. The primary component of these cleaning fluids is mineral spirits.
2. Similar to the aqueous cleaning fluids, they come in different formulations.
3. No dilution or mixing is necessary before use.
4. For more information on these cleaning fluids, click the following links:
 - 105 Solvent Virgin
 - 150 (Premium) Solvent (Virgin and Recycled)
 - Immersion and Cold Parts Cleaner
 - Q-Sol 220, Q-Sol 300
 - PD-680 II (U.S. Military Application)
 - PRF-680 II (U.S. Military Application)

Personal Protective Unit (PPE)

Parts washer cleaning fluids provided by Safety-Kleen are among the safest in the industry. However, as with any material, certain safety precautions must be followed to protect workers' health and safety. All exposure incidents or injuries must be immediately reported to a supervisor.

- Consult the most recent Branch Personal Protective Unit Requirements (Workplace Hazard Assessment) Matrix for the PPE requirements for parts washer services.

Eye Protection

1. Safety glasses with approved side shields must be worn when servicing parts washers and handling containers of cleaning fluids. Where there is the likelihood of eye contact, wear chemical goggles.
2. Use of contact lenses is prohibited.
3. Any splash to the eyes requires immediate flushing for 15 minutes.
 - For information on SK's Safety Eyewear Program in the U.S. and Canada, go to the Clean Harbors Health and Safety Sharepoint Site.
4. All branches must have a Disposable Lens Cleaning Station available for warehouse and service personnel to use for cleaning their safety glasses.
 - The cleaning station can be ordered from Arbill (Part #A300390) in the U.S. and Acklands-Grainger (Part # KMB34644) in Canada.

Skin Protection

1. When servicing machines and handling cleaning fluids, neoprene gloves must be worn.
 - Gloves showing any signs of deterioration (discoloration, swelling, stiffness, etc.) should be discarded and replaced with new gloves.
2. A Safety-Kleen uniform is also required and provides a degree of skin protection.
 - A spare uniform must always be available when performing services.
3. Splashes to exposed skin require immediate washing with soap and water.
4. If a uniform is splashed with enough cleaning fluid so that skin contact could occur, thoroughly wash the exposed area with soap and water and change into a clean uniform.

Experience and Company Profile

Safety-Kleen is North America's leading provider of environmental and industrial services. The Company serves a diverse customer base, including a majority of Fortune 500 companies. Its customer base spans a number of industries, including chemical, and manufacturing, as well as numerous government agencies. These customers rely on Safety-Kleen to deliver a broad range of services such as end-to-end hazardous waste management, emergency spill response, industrial cleaning and maintenance, and recycling services. Through its Safety-Kleen subsidiary, Safety-Kleen also is North America's largest re-refiner and recycler of used oil and a leading provider of parts washers and environmental services to commercial, industrial and automotive customers. Founded in 1954 and based in Wisconsin, Safety-Kleen operates throughout the United States, Canada, Mexico and Puerto Rico.

Safety is more than just part of our name – It is our focus, Our brand and Our passion.

Safety is at the core of our business and central to every service we perform. Thousands of dedicated, compliance-focused employees add value to our company by making a safe work environment for our employees, contractors, communities and customers' operations. We strive to deliver the highest level of safe, compliant environmental services using the most talented health and safety resources in the industry.

We also provide Environmental, Health and Safety (EHS) resources as a service to our customers. We can enhance your current EHS programs through our staff of the industry's most talented DOT, SDS, and EHS professionals, including state EHS experts.

History

Since its inception, Safety-Kleen has become the leading environmental and industrial service provider and largest hazardous waste disposal company in North America. Since 1970s, field service centers have been strategically located across North America to provide emergency response services and perform planned work on customer locations. Safety-Kleen is a recognized leader in environmental emergency response services.

In 1954, Ben Palmer invented the Parts Washer. Deemed the "Safety-Kleen" washer, it was a success from the start. Palmer believed that spelling the name as "Kleen" instead of "Clean" would garner attention and that it did. Palmer decided in early 1960's not to sell his machine, but rather to lease it to the customer and provide services such as removing and replenishing the used solvent. This practice is still maintained today through the Safety-Kleen service structure. In 1963, Safety-Kleen became officially incorporated and Palmer worked at growing the business in three cities of the country. In 1968, Safety-Kleen was sold to Chicago Rawhide which would forever change the path of the company. They bought an old oil plant in Chicago and opened it as a recycling or "reclamation" plant which became a tool for increasing volumes of used solvent generated in the Midwest.

In 1972, Safety-Kleen launched its first allied product, the oil filter, and their first major advertising campaign targeting service stations and garages. Also, in 1972 they sold their 100,000th parts washer marking a huge company milestone.

In 1974, Safety-Kleen spun off from Chicago Rawhide becoming an independent company. And as the EPA era began, Safety-Kleen was the largest solvent recycler processing more than 25 million gallons a year.

In 1982, Safety-Kleen became listed on the New York Stock Exchange and by the end of the year held more than 9.1 million shares, grew to a company worth a billion dollars and employed nearly 5,000.

In 1987, Safety-Kleen began its oil recovery business, which reclaimed used oil and re-refined it through their first re-refinery in Breslau, Ontario Canada.

In 1998, Safety-Kleen merged with Laidlaw Environmental. Unfortunately the success of the merger was short-lived and Safety-Kleen filed for bankruptcy in 2000.

After successfully emerging from bankruptcy and relocating to Texas, a new turnaround strategy was implemented. In 2005, after sustained revenue and EBITDA growth, Safety-Kleen obtained new financing. The company refinanced its debt and received new, improved financial ratings from S&P (BB-) and Moody's (B1).

In 2008, Safety-Kleen introduced EcoPower recycled motor oil to consumers. The oil is re-refined at our two North American re-refineries and entered back into the marketplace.

In December 2012, Safety-Kleen was purchased by Clean Harbors, Inc., forming the largest environmental services company in North America, approaching \$4 billion in annual revenue.

Commitment to ongoing safety improvements

Safety-Kleen has implemented many initiatives to facilitate the advancement of safety, including such things as:

- A comprehensive Awareness Program to improve the company's safety culture.
- Every meeting at Safety-Kleen begins with safety, establishing it is an integral part of what we do.
- Monthly Performance Updates are ongoing communications to the field recognizing good practices and trends.
- Service-a-longs are routinely held. These behavior observations put managers in the field, on route trucks, to experience first-hand that safety practices are being followed.
- Heat Map Task Forces are specialized audit teams dispatched to sites requiring focused support and additional program safety certification.



Certified Financial Audit

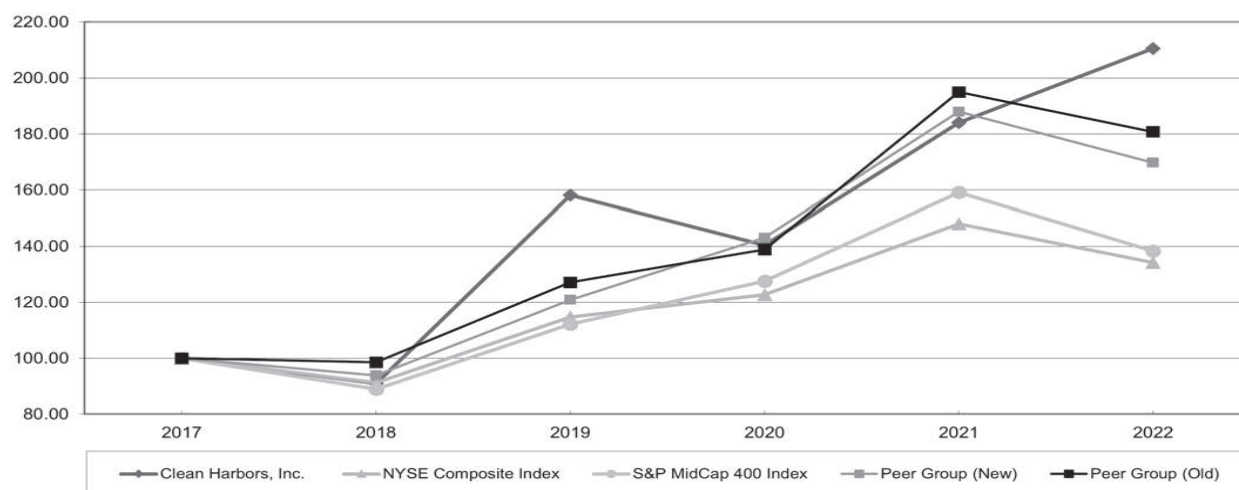
A copy of Safety-Kleen most current annual report with last quarter result has been included with our original proposal. Additionally, we have included a summary of our financial strength below.

Financial Strength

Your responsibility of ensuring the long-term environmental security for your organization is partly dependent upon your selection of a reliable business partner. Safety-Kleen is North America's leading provider of environmental, energy and industrial services. Over the past 42 years, our strategy has been to increase our business by focusing on customer needs, investing in IT improvements and facility expansions as well as pursuing strategic acquisitions.

- ✓ Stable ownership and leadership– Our CEO started the company in 1980!
- ✓ Safety-Kleens has never filed for bankruptcy protection

Comparison of 5 Year Cumulative Total Return
Assumes Initial Investment of \$100
December 2022



Total direct revenues for 2022 increased 35.8% or \$1.4 billion to \$5.2 billion, compared with \$3.8 billion in 2021. Our Environmental Services segment direct revenues increased \$1.1 billion in 2022 compared with 2021 driven by both organic growth in the segment and growth from the acquisition of HydroChemPSC. Environmental Services saw nearly 20% organic growth from 2021 to 2022 due to continued demand for our disposal network capabilities and services as well as pricing initiatives designed to recover increased operating costs. Direct revenues recorded by Safety-Kleen Sustainability Solutions increased \$221.6 million in 2022 compared to 2021 primarily due to higher pricing of our base and blended oil products. Foreign currency translation of our Canadian operations negatively impacted our consolidated direct revenues by \$26.1 million in 2022 as compared to 2021

Segment Performance

The primary financial measure by which we evaluate the performance of our segments is Adjusted EBITDA. The following table sets forth certain financial information associated with our results of operations for the years ended December 31, 2022, 2021 and 2020 (in thousands, except percentages):

	Summary of Operations						
	For the years ended December 31,			2022 over 2021		2021 over 2020	
	2022	2021	2020	Change	% Change	Change	% Change
Direct Revenues⁽¹⁾:							
Environmental Services	\$4,171,706	\$3,032,454	\$2,635,901	\$1,139,252	37.6%	\$ 396,553	15.0%
Safety-Kleen Sustainability Solutions	994,392	772,813	507,906	221,579	28.7	264,907	52.2
Corporate Items	507	299	290	208	N/M	9	N/M
Total	5,166,605	3,805,566	3,144,097	1,361,039	35.8	661,469	21.0
Cost of Revenues⁽²⁾:							
Environmental Services	2,902,979	2,106,790	1,739,115	796,189	37.8	367,675	21.1
Safety-Kleen Sustainability Solutions	615,303	484,662	374,872	130,641	27.0	109,790	29.3
Corporate Items	25,648	18,385	23,764	7,263	N/M	(5,379)	N/M
Total	3,543,930	2,609,837	2,137,751	934,093	35.8	472,086	22.1
Selling, General and Administrative Expenses:							
Environmental Services	315,674	265,946	230,868	49,728	18.7	35,078	15.2
Safety-Kleen Sustainability Solutions	72,762	60,797	49,820	11,965	19.7	10,977	22.0
Corporate Items	238,955	211,219	170,356	27,736	13.1	40,863	24.0
Total	627,391	537,962	451,044	89,429	16.6	86,918	19.3
Adjusted EBITDA:							
Environmental Services	953,053	659,718	665,918	293,335	44.5	(6,200)	(0.9)
Safety-Kleen Sustainability Solutions	306,327	227,354	83,214	78,973	34.7	144,140	173.2
Corporate Items	(237,252)	(210,466)	(175,328)	(26,786)	(12.7)	(35,138)	(20.0)
Total	\$1,022,128	\$ 676,606	\$ 573,804	\$ 345,522	51.1%	\$ 102,802	17.9%
Adjusted EBITDA as a % of Direct Revenues:							
Environmental Services	22.8 %	21.8 %	25.3 %	1.0 %		(3.5)%	
Safety-Kleen Sustainability Solutions	30.8 %	29.4 %	16.4 %	1.4 %		13.0 %	
Corporate Items	N/M	N/M	N/M	N/M		N/M	
Total	19.8 %	17.8 %	18.3 %	2.0 %		(0.5)%	

N/M = not meaningful

(1) Direct revenue is revenue allocated to the segment performing the provided service.

(2) Cost of revenue is shown exclusive of items presented separately on the consolidated statements of operations, which consist of (i) accretion of environmental liabilities and (ii) depreciation and amortization.

SELECTED FINANCIAL DATA

For the Years Ended December 31 (in thousands, except per share amounts)

INCOME STATEMENT DATA

	2022	2021	2020	2019	2018
Revenues	\$ 5,166,605	\$ 3,805,566	\$ 3,144,097	\$ 3,412,190	\$ 3,300,303
Cost of revenues (exclusive of items shown separately below)	3,543,930	2,609,837	2,137,751	2,387,819	2,305,551
Selling, general and administrative expenses	627,391	537,962	451,044	484,054	503,747
Accretion of environmental liabilities	12,943	11,745	11,051	10,136	9,806
Depreciation and amortization	347,594	298,135	292,915	300,725	298,625
Income from operations	634,747	347,887	251,336	229,456	182,574
Other income (expense), net	2,472	(515)	(290)	2,897	(4,510)
Loss on early extinguishment of debt	(422)	—	—	(6,131)	(2,488)
Gain (loss) on sale of businesses	8,864	—	(3,376)	687	—
Interest expense, net of interest income	(107,663)	(77,657)	(73,120)	(78,670)	(81,094)
Income before provision for income taxes	537,998	269,715	174,550	148,239	94,482
Provision for income taxes	126,254	66,468	39,713	50,499	28,846
Net income	\$ 411,744	\$ 203,247	\$ 134,837	\$ 97,740	\$ 65,636
Earnings per share:					
Basic	\$ 7.59	\$ 3.73	\$ 2.43	\$ 1.75	\$ 1.17
Diluted	\$ 7.56	\$ 3.71	\$ 2.42	\$ 1.74	\$ 1.16

CASH FLOW DATA

Net cash from operating activities	\$ 626,214	\$ 545,997	\$ 430,597	\$ 413,192	\$ 373,210
Net cash used in investing activities	(388,944)	(1,507,602)	(199,460)	(217,856)	(349,659)
Net cash (used in) from financing activities	(187,315)	898,249	(88,946)	(53,425)	(110,997)

OTHER FINANCIAL DATA

Adjusted EBITDA (1)	\$ 1,022,128	\$ 676,606	\$ 573,804	\$ 558,133	\$ 507,797
Adjusted Free Cash Flow (2)	\$ 289,937	\$ 326,297	\$ 265,044	\$ 208,523	\$ 195,311

As of December 31 (in thousands)

BALANCE SHEET DATA

	2022	2021	2020	2019	2018
Working capital	\$ 1,013,667	\$ 815,857	\$ 889,577	\$ 680,808	\$ 599,880
Total assets	6,129,707	5,653,699	4,131,520	4,108,904	3,738,321
Long-term debt (including current portion)	2,424,828	2,534,559	1,557,176	1,561,651	1,572,556
Stockholders' equity	1,922,322	1,513,887	1,341,551	1,269,813	1,169,756

1. See "Adjusted EBITDA" under Item 7, "Management Discussion and Analysis" on page 36 of the Annual report on Form 10-K, incorporated herein, for a reconciliation of net income to Adjusted EBITDA for 2022, 2021 and 2020. Beginning in the first quarter of 2021, we revised our calculation of reported Adjusted EBITDA to add back stock-based compensation, a non-cash item, to other charges which are added back to GAAP net income for purposes of calculating Adjusted EBITDA. Amounts above for 2018 through 2020 have been recast to provide comparative information by adding back the stock-based compensation balance per the respective period's cash flow to the previously disclosed Adjusted EBITDA balance.
2. See "Adjusted Free Cash Flow" under Item 7, "Management Discussion and Analysis" on page 39 of the Annual Report on Form 10-K, incorporated herein, for a reconciliation of net cash from operating activities to Adjusted Free Cash Flow for 2022, 2021 and 2020. Reconciliations for years prior to that can be found in the Annual Reports on Form 10-K for the respective period.



CLEAN HARBORS, INC. AND SUBSIDIARIES
UNAUDITED CONSOLIDATED STATEMENTS OF OPERATIONS
(in thousands, except per share amounts)

	For the Three Months Ended		For the Nine Months Ended	
	September 30, 2023	September 30, 2022	September 30, 2023	September 30, 2022
Revenues	\$ 1,365,696	\$ 1,363,086	\$ 4,070,983	\$ 3,888,507
Cost of revenues: (exclusive of items shown separately below)	943,951	910,648	2,822,977	2,652,506
Selling, general and administrative expenses	171,019	151,711	505,154	458,492
Accretion of environmental liabilities	3,388	3,246	10,281	9,599
Depreciation and amortization	92,970	88,394	267,425	260,560
Income from operations	154,368	209,087	465,146	507,350
Other income (expense), net	334	104	(833)	2,073
Loss on early extinguishment of debt	—	—	(2,362)	—
Gain on sale of business	—	—	—	8,864
Interest expense, net	(29,696)	(28,081)	(80,400)	(79,354)
Income before provision for income taxes	125,006	181,110	381,551	438,933
Provision for income taxes	33,666	45,311	102,044	109,663
Net income	\$ 91,340	\$ 135,799	\$ 279,507	\$ 329,270
Earnings per share:				
Basic	\$ 1.69	\$ 2.51	\$ 5.17	\$ 6.07
Diluted	\$ 1.68	\$ 2.50	\$ 5.14	\$ 6.04
Shares used to compute earnings per share - Basic	54,122	54,111	54,097	54,278
Shares used to compute earnings per share - Diluted	54,419	54,381	54,411	54,542

Financials of 2023 until Q3

Revenues were \$1.37 billion compared with \$1.36 billion in the same period of 2022. Income from operations was \$154.4 million compared with \$209.1 million in the third quarter of 2022.

Net income was \$91.3 million, or \$1.68 per diluted share. This compared with net income of \$135.8 million, or \$2.50 per diluted share, for the same period in 2022. Adjusted net income in the third quarter of 2022 was \$132.4 million, or \$2.43 per diluted share. (See reconciliation tables below).

Adjusted EBITDA (see description below) was \$255.0 million compared with \$308.6 million in the same period of 2022 when SKSS delivered record results on an outsized re-refining spread.

Clean Harbors reports Adjusted EBITDA, which is a non-GAAP financial measure and should not be considered an alternative to net income or other measurements under generally accepted

accounting principles (GAAP) but viewed only as a supplement to those measurements. Adjusted EBITDA is not calculated identically by all companies, and therefore the Company's measurement of Adjusted EBITDA may not be comparable to similarly titled measures reported by other companies. Clean Harbors believes that Adjusted EBITDA provides additional useful information to investors since the Company's loan covenants are based upon levels of Adjusted EBITDA achieved and management routinely evaluates the performance of its businesses based upon levels of Adjusted EBITDA. The Company defines Adjusted EBITDA in accordance with its existing revolving credit agreement, as described in the following reconciliation showing the differences between reported net income and Adjusted EBITDA for the three and nine months ended September 30, 2023 and 2022 (in thousands, except percentages):

	For the Three Months Ended		For the Nine Months Ended	
	September 30, 2023	September 30, 2022	September 30, 2023	September 30, 2022
Net income	\$ 91,340	\$ 135,799	\$ 279,507	\$ 329,270
Accretion of environmental liabilities	3,388	3,246	10,281	9,599
Stock-based compensation	4,291	7,828	14,809	20,375
Depreciation and amortization	92,970	88,394	267,425	260,560
Other (income) expense, net	(334)	(104)	833	(2,073)
Loss on early extinguishment of debt	—	—	2,362	—
Gain on sale of business	—	—	—	(8,864)
Interest expense, net of interest income	29,696	28,081	80,400	79,354
Provision for income taxes	33,666	45,311	102,044	109,663
Adjusted EBITDA	\$ 255,017	\$ 308,555	\$ 757,661	\$ 797,884
Adjusted EBITDA Margin	18.7 %	22.6 %	18.6 %	20.5 %

This press release includes a discussion of net income and earnings per share adjusted for the loss on early extinguishment of debt, gain on sale of business and the impacts of tax-related valuation allowances and other items as identified in the reconciliations provided below. The Company believes that discussion of these additional non-GAAP measures provides investors with meaningful comparisons of current results to prior periods' results by excluding items that the Company does not believe reflect its fundamental business performance. The following table shows the difference between net income and adjusted net income, and the difference between earnings per share and adjusted earnings per share, for the three and nine months ended September 30, 2023 and 2022 (in thousands, except per share amounts):

References

References 01

Goodyear	
Name	Thomas Zornes
Phone Number	785-295-7465
Email ID	Thomas_zornes@goodyear.com

References 02

Foley Construction	
Name	Ian Griffin
Phone Number	785-249-9913
Email ID	ihgriffin@foleyeq.com

References 03

Burlington Northern	
Name	Burlington Northern
Phone Number	785-480-0819
Email ID	Carl.erickson@bnsf.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/16/2024

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

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

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C. No. Ext): 1-877-945-7378 E-MAIL ADDRESS: certificates@wtwco.com	FAX (A/C. No.): 1-888-467-2378
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Starr Indemnity & Liability Company INSURER B: ACE American Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 38318 22667

COVERAGES **CERTIFICATE NUMBER: W33256390** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	1000090736231	11/01/2023	11/01/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	1000679502231	11/01/2023	11/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			1000095587231	11/01/2023	11/01/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> No <input type="checkbox"/> Yes	N/A	Y	1000005137 (AOS)	11/01/2023	11/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	Workers Compensation & Empl Liab (AK, AZ, IA, NJ, NY, NC, VT, CT) Per Statute		Y	100 0005140	11/01/2023	11/01/2024	E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMP \$2,000,000 E.L. DISEASE-POL LMT \$2,000,000

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

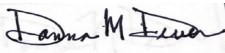
Scope of Work :All Operations of Named Insured

Umbrella is follow form over the General Liability, Auto Liability, and Employer's Liability.

SEE ATTACHED

CERTIFICATE HOLDER

CANCELLATION

Topeka Metropolitan Transit Authority (Metro) Attention: Topeka Metropolitan Transit Authority (Metro) 201 NW Topeka Blvd Topeka, KS 66603	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Safety Kleen Systems Inc. and its affiliates 42 Longwater Drive Norwell, MA 02061	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

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

Certificate holder is named as an Additional Insured for General Liability, Contractor's Pollution Liability and Auto Liability as their interests may appear if required by written contract but only with respect to liability arising out of operations of the Named Insured

It is further agreed that the General Liability, Contractor's Pollution Liability and Auto Liability shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional insured

It is understood and agreed that the company waives its right of subrogation which may arise by reason of a payment of claim under the General Liability, Contractor's Pollution Liability, Auto Liability and Worker's Compensation policy as required by written contract where allowed by state law

Umbrella is excess of the General Liability, Auto Liability, and Employer's Liability

INSURER AFFORDING COVERAGE: Starr Indemnity & Liability Company NAIC#: 38318
 POLICY NUMBER: 1000005138 (MA, FL) EFF DATE: 11/01/2023 EXP DATE: 11/01/2024

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation & Employers Liability	E.L. EACH ACCIDENT	\$2,000,000
Per Statute	E.L. DISEASE - EA EMP	\$2,000,000
	E.L. DISEASE-POL LMT	\$2,000,000

INSURER AFFORDING COVERAGE: Starr Indemnity & Liability Company NAIC#: 38318
 POLICY NUMBER: 1000679513231 EFF DATE: 11/01/2023 EXP DATE: 11/01/2024

ADDITIONAL INSURED: Y
 SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Auto Liability (MA) Any Auto, Owned Autos only, Hired Autos only, Non-owned Autos only	CSL (Ea accident) MCS-90	\$5,000,000



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Safety Kleen Systems Inc. and its affiliates 42 Longwater Drive Norwell, MA 02061	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

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

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667
 POLICY NUMBER: COO G27416603 009 EFF DATE: 11/01/2023 EXP DATE: 11/01/2024

ADDITIONAL INSURED: Y
 SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Contractor's Pollution Liability	Per Poll'n Condition	\$10,000,000
	Aggregate Limit	\$10,000,000
	SIR	\$250,000

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667
 POLICY NUMBER: COO G27416603 009 EFF DATE: 11/01/2023 EXP DATE: 11/01/2024

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional Liability	Per Wrongful Act	\$10,000,000
	Aggregate Limit	\$10,000,000
	SIR	\$250,000

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. SAFETY-KLEEN SYSTEMS, INC.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from FATCA reporting code (if any) <u>E</u> <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 42 LONGWATER DRIVE	Requester's name and address (optional)
6 City, state, and ZIP code NORWELL, MA 02061-9149	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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 *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
or											
Employer identification number											
3	9	-	6	0	9	0	0	1	9		

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. 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.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>1/3/2024</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.