

9206 East 33rd Street Indianapolis, IN 46235 T: 317-899-0000 info@gwcri.com

August 21, 2017

Lexington-Fayette Urban County Government Division of Central Purchasing 200 East Main Street, Room 338 Lexington, KY 40507

To Whom It May Concern,

This cover letter is to inform you of Green Wave Computer Recycling's proposal for Lexington-Fayette Urban County Government's (LFUCG) Invitation to Bid #107-2017.

The following Green Wave documents are enclosed but not in this specific order:

- R2 Certificate
- ISO 14001 Certificate
- OSHAS 18001 Certificate
- Certificate of Insurance
- Pricing Sheet

Contact Person: Mike Hiday / VP

P: 317-899-0000 F: 317-899-1015

mikehiday@gwcri.com

Green Wave is committed to keeping electronics out of landfills and creating jobs by recycling electronics. Green Wave has the processes, references, financial stability, procedures, techniques, logistics, management, and personnel to exceed expectations set forth in the bid requirements.

Sincerely,

Michael C. Hiday: Vice President/Co-Owner

Juni 7

Green Wave Computer Recycling

#### Firm History an Experience:

Green Wave Computer Recycling has been in business since 2007 and is owned by brothers, Stephen R Hiday and Michael C. Hiday. We provide various levels of pickup, recycling, and refurbishment services to over 60 county solid waste districts in Florida, Indiana, Kentucky, Ohio, Tennessee, and West Virginia along with over 750 school districts in Georgia, Indiana, Illinois, Kentucky, Michigan, Ohio, Tennessee, South Carolina, and West Virginia. We also pick up old electronics from corporate customers, hospitals, and universities in specifically in Indiana, Illinois, Kentucky, Tennessee, and Ohio and have several national accounts from Arizona to New Jersey. We have processed over 14 million pounds year to date in 2017.

Company Name: Green Wave Computer Recycling, LLC

Headquarters: Indianapolis, Indiana Website: www.gwcri.com E-mail Address Info@gwcri.com

Years in Business: 10

Employee Count: 108 full time Processing Space: 81,900 square feet

FEIN Number: 26-110415 USDOT Number: 1979768 Trucks: 9

Semi Trailers: 76

Certifications: R2:2013, ISO 14001:2004, OSHAS 18001:2007

IDEM Registration #: #49-15 EW, Marion County Primary NAICS Codes: 56290, 562219, 562119

#### **Scope of Services:**

Green Wave would be able to implement our services to LFUCG located at 1306 Versailles Rd within a week of notification.

Green Wave will provide LFUCG with a staged 53' dry van semi trailer with the necessary supply of boxes and pallets for a trailer switch service where we will bring the trailer, supplies, etc. and switch out the empty trailer for a full trailer of electronics. LFUCG would need to load the full boxes onto the trailer via forklift and/or pallet jack. It is recommended, but not required, that the Gaylord boxes be double-stacked on the trailer or loosely, shrunk-wrapped items on a pallet be placed on top of a Gaylord box on the trailer. From a cost and environmental impact standpoint for both parties, double stacking pallets will make the load heavier, reduce the number of trips, and utilize the provided space.

We recommend that like-kind items be segregated into different boxes or on specific pallets for transportation to our facility. It is understood that sometimes this is not possible/feasible due to staffing, time, etc. However, we require that at minimum, the CRT units be separated from other electronics.

All pallets and boxes will be supplied at no charge to LFUCG. It is the responsibility of LFUCG to communicate with Green Wave regarding the supply status of boxes and pallets. If more or less boxes and pallets are needed on the next load, it needs to be communicated to Green Wave in order to supply the appropriate quantity on the trailer switch-out.

Upon arrival at our Indianapolis warehouse, all items are weighed, recorded in our computer system using a proprietary inventory system, and then placed into incoming rows for processing and further separation. Once the items are further separated into 'like-kind' items, the weights are recorded again in order to provide an accurate breakdown of weights. Our typical weight breakdown for reporting purposes are as follows but can be tailored for the customer's needs:

- Computer Units
  - Laptops
  - Desktops
  - Servers
- Mixed E-waste
- CRT Units
  - Televisions
  - Monitors
  - Projection Televisions
- Flat Panel Units
  - Televisions
  - Monitors

Once the breakdown of weights is recorded, the weights are inputted into a Data Destruction & Proper Recycling Report and will be sent to the customer.

After items are separated out into specific categories, the items are dismantled down to the various commodity grade components and sent for further refining/processing at approved downstream vendors as shown in GW-SOP-06 Focus Material Plan (available upon request). All materials are sent to ISO 9001, ISO 14001, and/or R2 certified facilities for further refining. Part of our R2 certification is having our downstream vendors audited to ensure all compliance, permits, etc. are complete and accurate.

Each hard drive is sent through a DOD 5220.22-M process or is physically destroyed by use of a shredder. If even 1 of the 3 passes on the DOD wipe fails, we shred the hard drive. However, all hard drives from municipal collection facilities are shredded because of the vast difference in sizes, ages, conditions, etc. We adhere to the customer's requirements, so if the customer requires that all hard drives be physically destroyed, then we physically destroy the drives. Our Data Destruction Procedure is available upon request.

Very few items that we process are actually land-filled. The only exception would be scrap wood pieces from the floor, nails, or wood from console televisions and speakers. Particle board from various stereo speakers and televisions are also land-filled due to the lack of feasible recycling options available.

Green Wave's Indianapolis facility is monitored by a closed-circuit video surveillance system which consists of 36 cameras that cover both inside the warehouse and outside the warehouse. Our facility is also secured by a Tyco Security system with door monitoring, motion detection, and glass break detection. All employees are required to wear a company uniform and are also required to pass through a metal detector before leaving the facility. Please refer to GW-SOP-10 (available upon request). All dock areas are secured and driver's cage is locked.

All Green Wave employees must pass a background check prior to employment and undergo random drug testing. Because of the number of school corporations that Green Wave provides recycling services to and sometimes being alongside students, Green Wave does not employ any convicted felons.

#### References:

- Solid Waste Management District of St. Joseph County (Indiana)
  - o Randy Przbysz
  - o rprzybys@co.st-joseph.in.us
  - 0 574-235-7863
  - We stage two semi trailers at their location and swap out full trailers of e-waste 1-2 times per week. We also provide boxes and pallets
- Lorain County Solid Waste Management District (Ohio)
  - David McGuire
  - o dmcguire@loraincounty.us
  - 0 440-329-5463
  - We stage a trailer at their location and swap out full trailers of e-waste once a week. We also provide boxes and pallets
- Solid Waste Authority of Palm Beach County
  - o Todd Sandt
  - o tsandt@swa.org
  - 0 561-687-1100
  - We provide boxes and pallets and pick up full loads of e-waste from two different locations at least once a week on average.
- Fayette County Schools (KY)
  - Dan Sawyers
  - <u>Dan.sawyers@fayette.kyschools.us</u>
  - 0 859-381-3876
  - We provided boxes and pallets and pick up either box truck loads or semi truck loads of electronics from the warehouse.
- We can provide many more references if needed.

#### Pricing Sheet:

- Green Wave is able to adhere to the request of LFUCG to have trailers picked up on Wednesdays between 8:00 AM and 2:00 PM.
- Green Wave is able to accept and process all items listed on page 2 of the bid Vendor Selection Process page that the current Ewaste Vendor accepts.
- Green Wave is also able to accept and process all items listed on page 3 of the bid Vendor Selection Process page that the current Ewaste Vendor does not take (The approx 50,000 lbs/year).
- Green Wave is able to accept and process all kinds and types of batteries including but not limited to rechargeable batteries, alkaline batteries, lad acid batteries, etc. Green Wave is able to accept the batteries for free. Green Wave requires that the exposed metal contacts on rechargeable batteries be taped to conform with DOT transportation requirements.

#### The pricing for specific items is listed below:

Item	Price
CRT Television	\$0.12/lb. Charge
Projection Screen Television	\$0.12/lb. Charge
CRT Computer Monitor	\$0.12/lb. Charge
Bare CRT Tube (Tube Only)	\$0.38/lb. Charge
LCD, LED, Plasma Television	\$0.10/lb. Charge
Computer Unit	\$0.15/lb. Credit
Other Electronics	Free
Batteries	Free
Misc. Electronic Items	Free
CDs, VHS Tapes, Electronic Media	Free
Transportation: Trailer Swap	\$600.00 Charge

- Initial trailer drop would be billed at the normal transportation fee.
- Boxes and pallets are provided at no cost as long as they are only used for electronics and subsequently returned to Green Wave.

We encourage ALL customers and potential customers to tour our facility to get a better understanding of what we do at Green Wave. We try to be as transparent as possible so customers can see that we do what we say we do in terms of recycling and/or refurbishing electronics.

Sincerely,

Michael C. Hiday: Vice President/Co-Owner

Green Wave Computer Recycling



# **Lexington-Fayette Urban County Government**

Lexington, Kentucky Horse Capital of the World

Division of Central Purchasing

Date of Issue: August 9, 2017

# INVITATION TO BID #107-2017 Electronic & Other Waste Recycling

Bid Opening Date: Address:		<b>2017</b> Bid Opening Tindan Street, 3 <sup>rd</sup> Floor, Room 338, Lexington, Kentucky 40507	ne: 2:00 PM
Type of Bid:	Price Conti	ract	
Pre Bid Meeting: Address:	N/A N/A	Pre Bid Time:	N/A
		office of the Division of Central Purchasing, 200 East Main Street, Lexingto  16. Bids must be <u>received</u> by the above-mentioned date and time. Mailed b	
		Division of Central Purchasing 200 East Main Street, Room 338 Lexington, KY 40507, (859) 258-3320	
above. <b>Bids that are</b> nust be signed and hi	e not deliver ave the compa	ity Government assumes no responsibility for bids that are not addressed ed to the Division of Central Purchasing by the stated time and dainly name and address, bid invitation number, and the name of the bid on the	te will be rejected. All bids
Bids are to include all	shipping costs	to the point of delivery located at: VARIOUS LOCATIONS, Lexington, KY	
Bid Security Required:		es X_No Cashier Check, Certified Check, Bid Bond (Personal checks and comp.	any checks will not be acceptable).
Performance Bond Re	quired:\	es <u>X</u> No	
Bid Specific	ations Met _	Check One:  Exceptions to Bid Specifications. Exceptions shall be itemized and attached to bid proposal submitted.	Proposed Delivery:days after acceptance of bid.
		Lexington-Fayette Urban County Government may be using Procurement Comments. Will you accept Procurement Cards?Yes	ards to purchase goods
Sul	omitted by:	Green Wave Comparter Recycling, LLE FIRM Name 9206 E 33rd St.	
		Address  Inclient Polity IN 46235  City, State & Zip	_
Bid must l (original sign		Signature of Authorized Company Representative - Title	_
		Michael C. Hiday	
		Representative's Name (Typed or printed)	
		317-899-0000	
		Area Code - Phone - Extension Fax #  parke hidry @ given i. win  E-Mail Address	_
		C-Mail Address *	

ΔΙ	FF]	'n	ΔV	TT
_			~ -	

per	Comes the Affiant, Michael C- Hide , and after being first duly sworn under penalty of jury as follows:
1.	His/her name is and he/she is the individual submitting the bid or is the
	authorized representative of Green West Computer Recycling
	the entity submitting the bid (hereinafter referred to as "Bidder")
2.	Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3.	Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4.	Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5.	Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6.	Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7.	Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.
	Further, Affiant sayeth naught.
ST	ATE OF INDIANA
со	UNTY OF MARION
by .	The foregoing instrument was subscribed, sworn to and acknowledged before me  MICHAEL HICAY on this the day  ON THE STATE OF TH
	NOTARY PUBLIC, STATE AT LARGE
Ple	ase refer to Section II. Bid Conditions, Item "U" prior to completing this form.

#### I. GREEN PROCUREMENT

#### A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to <a href="www.Energystar.gov">www.Energystar.gov</a>). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

#### **Key Benefits**

These products use 25 to 50% less energy
Reduced energy costs without compromising quality or performance
Reduced air pollution because fewer fossil fuels are burned
Significant return on investment
Extended product life and decreased maintenance

#### **B. GREEN SEAL CERTIFIED PRODUCTS**

The Lexington-Fayette Urban County Government is also committed to using other environmentally products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to <a href="www.Greenseal.org">www.Greenseal.org</a> to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

#### C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes		No
-----	--	----

#### II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject <u>any</u> and <u>all</u> bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative, Unsigned bids will not be considered.
- Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be marked on the face of the envelope:

#### "Bid on #107-2017 Eletronic & Other Waste Recycling"

and addressed to: Division of Central Purchasing

200 East Main Street, Room 338 Lexington, Kentucky 40507

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of <a href="NA">NA</a> percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must endose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.

- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.

#### The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

#### KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor

- (1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.
- (2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.

#### KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.

It is recommended that all of the provisions above quoted to be included as <u>special conditions</u> in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shalf

- (1) Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and
- (2) Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

#### III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for <u>1</u> year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional <u>4-1</u> year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- B. Price Changes (Space Checked Applies)
  - (XX) 1. See bid documents
  - () 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
  - () 3. Procurement Level Contract
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- F. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

**EQUAL OPPORTUNITY AGREEMENT** 

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

#### **Bidders**

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, veteran status, disability and age.

Signature

Creen Wave Computer Payeling
Name of Business

#### **GENERAL PROVISIONS OF BID CONTRACT**

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

- Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.
- 2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
- 3. Addenda: All addenda, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
- 4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
- Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
- 6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
- 7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
- 8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
- 9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
- 10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
- 11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
- 12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.
- 13. Assignment of Contract: The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any

request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

- 14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
- 15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
- 16. Governing Law: This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
- 17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
- 18. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
- 19. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

Signature

Date

Name of Organization: Green Wave Computer Recycling

Date: 08 / 15 / 17

Categories	Total	WH	nite 🍃	Lati	no	Bla	ck	Oth	ner	To	tal
,		M	F	М	F	M	F	M	F	M	F
Administrators	3	1			1					1	2.
Professionals											
Superintendents wind	2	a								2	
Supervisors	10	a		6				1		9	1
Foremen											
Technicians	1Ce	Le.	1	4		3		2		15	١
Protective Service	* *										
Para-Professionals											
Office/Clerical	1		,								1
Skilled Craft	71	8	\	.32	10	19		1		60	11
Service/Maintenance	1			١						١	
Total:	104	19	5	43	11	22		4		88	16

Prepared by: Jamie Taylor Office Manager Name & Title

DIRECTOR, DIVISION OF CENTRAL PURCHASING LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT 200 EAST MAIN STREET LEXINGTON, KENTUCKY 40507

# NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's. The goal for the utilization of certified MBE/WBE's as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Central Purchasing of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

For assistance in locating MBE/WBE Subcontractors contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, Division of Central Purchasing Lexington-Fayette Urban County Government 200 East Main Street – Room 338 Lexington, Kentucky 40507

### Lexington-Fayette Urban County Government MWDBE PARTICIPATION GOALS

#### A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE) and Disadvantaged (DBE) Business Enterprises and Veteran-Owned Businesses as subcontractors or suppliers in their bids.
- Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.

#### B. PROCEDURES

- The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned or Woman-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
  - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

#### C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned and operated by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned and operated by a person(s) that are economically and socially disadvantaged.

- 4) A Veteran-Owned Business is defined as a business which is certified as being at least 51% owned and operated by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

#### D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4) Failure to submit this information as requested may be cause for rejection of bid.

#### E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
  - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
  - b. Included documentation of advertising in the above publications with the bidders good faith efforts package
  - c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
  - d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities

- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less that seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- j. Provided the interested MWBDE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce.
- Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.

- p. Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.
- q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.



#### MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented resolution 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

"A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises..."

A Disadvantaged Business Enterprise is defined as a business that has been certified as being at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female
- Economically and Socially Disadvantaged

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs in Economic Engine (<a href="https://lfucg.economicengine.com">https://lfucg.economicengine.com</a>)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Sonya Brown	sbrown@tsmsdc.com	502-625-0137
Small Business Development Council	Dee Dee Harbut UK SBDC	dharbut@uky.edu	
	Shiree Mack	smack@uky.edu	
Community Ventures Corporation	James Coles	jcoles@cycky.org	859-231-0054
KY Department of Transportation	Melvin Bynes	Melvin.bynes@ky.gov	502-564-3601
Ohio River Valley Women's Business Council (WBENC)	Rea Waldon	rwaldon@gcul.org	513-487-6534
Kentucky MWBE Certification Program	Yvette Smith, Ken Finance Cabin	Y vette Smith(d)ky gov	502-564-8099
National Women Business Owner's Council (NWBOC)	Janet Harris-Lange	janet@nwboc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhamma	paatricem@keynewsjournal.com	859-373-9428



Green wave would not utilize any subcontractors to perform the work under this construct.

# LFUCG MWDBE PARTICIPATION FORM Bid/RFP/Quote Reference # 107 - 2017

The MWDBE subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.

MWDBE Company, Name,	MBE	Work to be Performed	Total Dollar	% Value of Total
Address, Phone, Email	WBE or		Value of the	Contract
	DBE		Work	
1.				
	ľ			
2.				
				7
5.				
1,				
1,				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company	Company Representative
Date	Title



GREN WERE WORD NOT Utilize SUSCENTRATORS

# LFUCG MWDBE SUBSTITUTION FORM Bid/RFP/Quote Reference # 107 - 2017

The substituted MWDBE subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

SUBSTITUTED	MWDBE Formally	Work to Be	Reason for the	Total Dollar	% Value of Total
MWDBE Company	Contracted/Name,	Performed	Substitution	Value of the	Contract
Name, Address, Phone,	Address, Phone,			Work	
Email	Email				
1.					
2.					
<b>.</b>					
					-
3.					
1.					
					]
<u> </u>					1
4.					
	:				
-					
-					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company	Company Representative
	Constitution and the constitution of the const
Date	Title



Date

Green were would not utilize Subcontractors

## MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 107 - 2017

The undersigned acknowledges that the minority subcontractors listed on this form did submit a quote to participate on this project.

Company N	lame		Contac	t Person					
				-					
Address/Ph	ione/Email	l	Bid Pag	ckage / Bid Date					
	٠	-		-					
DBE ipany Address	Contact Person	Contact Information (work phone Email, cell)	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Vetera		
	_								
•			 						
*****									
	<u>i                                    </u>								

Title





#### LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE vendors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Project Name/ Contract #  Company Name:				Work Period/ From: Fo:			<b>T</b> 0:
				Address:			
Federal Tax ID:				Contact Person:			
Subcontractor Vendor ID (name, address, phone, email	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date
By the signature bof the representation prosecution	tions set forth	below is true.	Any misre	epresentations m	nay result in the	termination	t, and that e
Company			C	Company Representative			
					~		

# LFUCG STATEMENT OF GOOD FAITH EFFORTS Bid/RFP/Quote #\_\_\_\_\_167 - 2017

followi	signature below of an authorized company representative, we certify that we have utilized the ng Good Faith Efforts to obtain the maximum participation by MWDBE business isses on the project and can supply the appropriate documentation.
	Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
	Included documentation of advertising in the above publications with the bidders good faith efforts package
	Attended LFUCG Central Purchasing Economic Inclusion Outreach event
-	Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
-	Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
+	Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
+	Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
	Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less that seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
	Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
	Provided the interested MWBDE firm with adequate and timely information about the plans, specifications, and requirements of the contract.  Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce
	Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

Subcentacters	Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.  Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.  Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal  Made efforts to expand the search for MWDBE firms beyond the usual geographic boundaries.  Other - any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.  Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Company

Com



## **DWM E-waste Operation – Vendor Selection Process**

### **Objective:**

The purpose of this document is to outline the process used in selecting the most cost effective recycling solutions for the electronic waste and other items collected at the city drop off center located at 1306 Versailles Rd.

#### **Key Requirements:**

Vendors must be reputable and demonstrate good environmental stewardship – R2 certifications required when applicable.

#### **Current situation:**

#### E-Waste

- o Minimum R2 certified recycler
  - CRT TV/monitors and microwave processing at no charge were previously paying .30/lb per TV and .15/lb per microwave (as much as \$10.00/TV).
  - Majority of all load weight is made up of TV's. Formerly loads would cost as much as \$1,000 to process – now no cost for those items which results with positive \$\$ received per load.
- o Provides free pickup and transport
- Cannot take items with wood cabinets
- Misc items not taken (vacuums, blenders, etc) are sent to another recycler
  - Vendor must be a R2certified e-cycler
  - Charges \$150.00 per pickup, but that cost is usually offset in the payback for the materials
- Metal only items taken to a local vendor
- Another vendor processes our batteries.
- Another vendor processes our fluorescent bulbs.

Page 1 of 7 Rev. date 8/2/17

#### **Current Vendor Processing lists:**

## Ewaste Vendor = we send approx 14,000 lbs/week (one tractor trailer load per week)

Computers – CPU- PC - Laptops

Computer Accessories

Computer Monitors

Televisions

**Printers** 

DVD/CD Players

Copiers/Fax Machines

Typewriters

Telephones

Cell Phones & Chargers

**GPS** Units

Pagers

PDA's

**Tablets** 

**Answering Machines** 

MP3 Players

Scanners

External Hard Drives

Radios & Boom-box

Video and Camera Equipment

Communications Equipment

Video Game Systems

Cable Boxes/DVR

Cables, Wires, Power Cords, Power Strips

Microwaves

Page 2 of 7 Rev. date 8/2/17

#### Other items – not taken by by Ewaste vendor = approx 50,000 lbs/year

Yard Equipment (electrical) Power tools Paper Shredders Space Heaters Household Appliances Smoke Detectors Wooden Speakers Christmas Tree & Lights Crock Pots Exercise Equipment Garbage Disposals Any type of misc metal Wire Transformers Ballast Circuit boards Battery backup power packs Larger photocopiers Holiday lights and extension cords Toasters, Toaster ovens, cooking grilles Miscellaneous electric items - vacuum cleaners - coffee makers-air cleaners-irons-fans-clocksmotors-blenders-light fixtures-pumps- scrap computer or electronic parts

#### Batteries = 1500 lbs/year

No charge or paid service

Will take any type of rechargeable battery weighing less than fifteen pounds for free, will not accept regular alkaline batteries, lithium or lead automotive or wet cell.

## Flourescent & Mecury base light bulbs = 6500 lbs/year

The LFUCG pays by the pound to dispose of all types of fluorescent and mercury base light bulbs

### Miscellaneous Items

DVD and CD's = 3 full gaylords/year

Ink and toner cartridges = 10 gaylords/year

Computer disks = 1 box/year

Eight track, cassette, and VHS tapes = 3 gaylords/year

Please describe in detail your recycling program for our products in each area of the bid for which you are responding.

Please provide information giving us a detailed mapping of our products and where they will be going.

Any questions may be directed to Brian Marcum at 859-258-3320.

Page 4 of 7 Rev. date 8/2/17

## PRICING SHEET

Vendors can bid on all or some of these items.

Description	<u>Price</u>		
Ewaste = approx. 14,000 lbs/week	\$ see attached pricing sheet		
Pick-Up schedule	Weekly between 8am-2pm (Wednesday is best)		

<b>Description</b>	<u>Price</u>			
Other Items = approx. 50,000 lbs/year	\$ see attached pricing sheet			
Pick-Up schedule	Call as needed (1x-2x max/month). Hours 8am-2pm			

<u>Description</u>	<u>Price</u>		
Batteries = 1500 lbs/year	\$ see attached pricing Sheet		
Pick-Up schedule	We box up and ship as needed (1x/year usually)		

<u>Description</u>	<u>Price</u>		
Fluorescent & Mercury base light bulbs = 6500 lbs/year	\$ Ne do not accept bulbs		
Pick-Up schedule	We box up and ship as needed (1x/year usually)		

## Miscellaneous Items

<b>Description</b>	<u>Price</u>		
DVD & CD's = 3 full gaylords/year	\$ 0.00 - will accept for free with electronics loads		
Pick-Up schedule	8am-2pm Mon – Fri.		

<u>Description</u>	<u>Price</u>
Ink and toner cartridges =10 gaylords/year	\$ 0.00 - will accept for free with electronics loads
Pick-Up schedule	Weekly Mon-Fri 8am-2pm

<u>Description</u>	<u>Price</u>
Computer disks = 1 box/year	\$ 0.00 - Will accept for free with electronics louds
Pick-Up schedule	Box and ship out 1x/year

Description	<u>Price</u>		
Eight track, cassette, and VHS tapes =3 gaylords/year	\$ 0.00 - Will eccept for fre with electronics loads		
Pick-Up schedule	8am-2pm Mon – Fri.		

The Lexington-Fayette Urban County Government reserves the right to accept multiple vendors for different categories. Materials will be shipped to the vendors that provide the best value for the Lexington-Fayette Urban County Government.

The Lexington-Fayette Urban County Government reserves the right to negotiate revised pricing based upon market fluctuation with all vendors under this contract.

The Lexington-Fayette Urban County Government may negotiate changes in this contract if our processes change or in order to facilitate the movement of materials.



TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

#### **ADDENDUM #1**

Bid Number: #107-2017 Date: August 14, 2017

Subject: Electronic Waste & Other Items Recycling

Address inquiries to: Brian Marcum (859) 258-3320

#### TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following clarifications to the above referenced bid:

Please see the attached breakdown of Ewaste and Other items generated by Lexington-Fayette Urban County Government. This is merely and approximation and is not guaranteed.

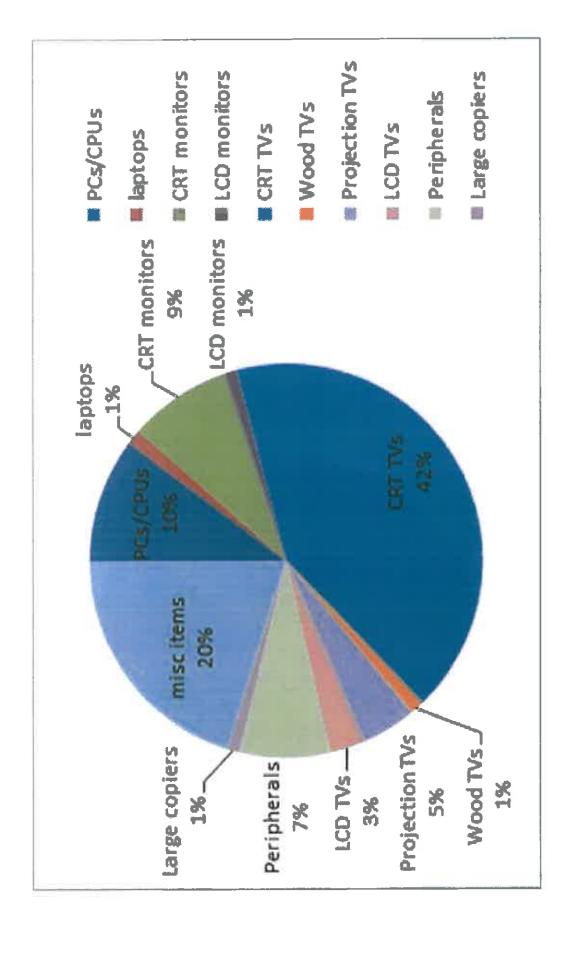
Todd Slatin, Director
Division of Central Purchasing

July St

All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

ADDRESS: 9206 E 33th St. Indianapolis. IN 40235

SIGNATURE OF BIDDER: 200







TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

#### **ADDENDUM #2**

Bid Number: #107-2017 Date: August 18, 2017

Subject: Electronic Waste & Other Items Recycling

Address inquiries to: Brian Marcum (859) 258-3320

#### TO ALL PROSPECTIVE SUBMITTERS:

#### Please be advised of the following clarifications to the above referenced bid:

Can you explain the current processes for loading trucks? Do you have a staged trailer? Do you
perform a "live load" on a need basis?

We currently live load without a dock – (ie. lift pallets onto back of truck and hand truck into position on trailer). We have had staged trailers in the past and that works well too – either option is OK, so can price both ways if they want.

Does the County require the Vendor to deliver supplies (gaylords, pallets, etc.)?

We have had both scenarios on this too (some vendors have returned gaylords; some not). We prefer to get returns.

Todd Slatin, Director Division of Central Purchasing

John State



All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

ADDRESS: 9206 E 33' St. Indiangiolis, IN 46235

SIGNATURE OF BIDDER:





TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

#### **ADDENDUM #3**

Bid Number: #107-2017 Date: August 23, 2017

Subject: Electronic Waste & Other Items Recycling

Address inquiries to: Brian Marcum (859) 258-3320

#### TO ALL PROSPECTIVE SUBMITTERS:

#### Please be advised of the following clarifications to the above referenced bid:

 Is it possible to provide a breakdown of costs per item? For example, can we provide pricing for CRT TVs, CRT Monitors, etc. Can we also provide separate pricing for transportation and supplies?

Breaking down the costs per item and transportation separate is acceptable

 Would the city of Lexington prefer an electronics processor vendor that also accepts batteries, vacuums, blenders, etc.?

No preference

Т

Todd Slatin, Director Division of Central Purchasing

Jodd Slater





#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/1/2016

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 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	CONTACT Kathy Hoyer	
McGowan Insurance Group, Inc.	PHONE (AIC, No. Ext): (317) 464-5000 [FAX (AIC, No): (317) 4	64-5001
355 Indiana Avenue	ADDRESS kathyhoyer@mcgowaninc.com	
Suite 200	INSURER(8) AFFORDING COVERAGE	NAIC #
Indianapolis IN 46204	INSURER A : Harleysville Insurance	14516
INSURED	INSURER B:Accident Fund Insurance Co. of	10166
Green Wave Computer Recycling, LLC	INSURER C:Rockhill Insurance Company	28053
9206 E. 33rd St.	INSURER D: Travelers Insurance	
	INSURER E :	
Indianapolis IN 46235	INSURER F:	
CONTRACTO CENTRACTO NUMBER 2016-1	7 Magter DEVISION NUMBER	

COVERAGES

CERTIFICATE NUMBER: 2016-17 Master

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	TYPE OF INSURANCE	ADDE SUBR		POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMITS		
A	COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER  POLICY X PRO: Loc		MPA24644M	12/23/2016	12/23/2017	EACH OCCURRENCE	\$	1,000,000
						PREMISES (Ea occurrence)	\$	100,000
						MED EXP (Any one person)	\$	5,000
						PERSONAL & ADV INJURY	\$	1,000,000
						GENERAL AGGREGATE	\$	2,000,000
		1				PRODUCTS - COMPANY AGG	3	2,000,000
	OTHER.					Employee Benefits	\$	1,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
_ [	X ANY AUTO ALL OWNED AUTOS X HIRED AUTOS X AUTOS X AUTOS X AUTOS X AUTOS X AUTOS X AUTOS					BODILY INJURY (Per person)	\$	
A			BA24643M	12/23/2016	12/23/2017	BODILY INJURY (Per accident)	\$	
į			Hired Physical Damage			PROPERTY DAMAGE (Per accident)	\$	
			980,000 Limit; 91,000 ded	per loss		Unansured motorist Bi-single	\$	1,000,000
A	X UMBRELLA LIAB X OCCUR					EACH OCCURRENCE	\$	2,000,000
	EXCESS LIAB CLAIMS-MADE			i		AGGREGATE	\$	2,000,000
-	DED RETENTION S		CMB24645M	12/23/2016	12/23/2017		5	
В	WORKERS CONFENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		WCV6079871	12/31/2016	12/31/2017	X PER OTH-		
		N/A				E.L. EACH ACCIDENT	\$	100,000
						E.L. DISEASE - EA EMPLOYEE	\$	100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			<u> </u>		E L DISEASE - POLICY LIMIT	\$	<b>500</b> ,000
С	Pollution Liability		ENVP011251	10/13/2016	10/13/2017	Aggegate Limit		1,000,000
D	E&O/Cyber		106662747	01/13/2017	01/13/2018	Aggregate Limit		1,000,000
			Add Additional Departs Patrodule					

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

The following apply when required by written contract: General Liability Blanket Additional insured per form CG1786(09/04).

CERTIFICATE HOLDER	CANCELLATION					
*FOR INSURANCE PURPOSES ONLY	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					
	Kathy Hoyer/HOYER Kattle O. Aloge					



# Certificate of Registration

Perry Johnson Registrars, Inc., has audited the Environmental, Health and Safety Management System of:

Green Wave Computer Recycling, LLC 9206 East 33rd Street, Indianapolis, IN 46235 United States

The organization has been audited by a certification body that is in conformance with ISO/IEC 17/021 requirements and applicable Accreditation Body requirements. The organization is found to be in conformance with the R2 Standard as applied by the R2 Code of Practices.

Responsible Recycling© (R2) Rev. 7/2013

This Registration is in respect to the following scope:

Sorting, Disassembly/Dismantling, De-Manufacture and Refurbishment of Electronics; Secure Data Destruction

This Registration is granted subject to the system rules governing the Registration referred to above, and the Organization hereby covenants with the Assessment body duty to observe and comply with the said rules.







Verry Boboige, President

Perry Johnson Registrars, Inc. (PJR) 755 West Big Beaver Road, Suite 1340 Troy, Michigan 48084 (248) 358-3388

The validity of this certificate is dependent upon ongoing surveillance.

Effective Date

Expiration Date

January 16, 2019

Certificate & V.

January 17, 2016

C2016-00093



# Certificate of Registration

Perry Johnson Registrars, Inc., has audited the Environmental Management System of:

Green Wave Computer Recycling, LLC 9206 East 33rd Street, Indianapolis, IN 46235 United States

(Hereinafter called the Organization) and hereby declares that Organization is in conformance with:

ISO 14001:2004

This Registration is in respect to the following scope:

Sorting, Collection and Dismantling of Electronics for Reuse and Recycling

This Registration is granted subject to the system rules governing the Registration referred to above, and the Organization hereby covenants with the Assessment body duty to observe and comply with the said rules.







Terry Boboige, President

Perry Johnson Registrars, Inc. (PJR) 755 West Big Beaver Road, Suite 1340 Troy, Michigan 48084 (248) 358-3388

The use of the UKAS accreditation symbol is in respect to the activities covered by the Accreditation Certificate Number 0105

The validity of this certificate is dependent upon ongoing surveillance.

Effective Date

October 22, 2014

Expiration Date

October 21, 2017

Certificate = Ve

C2014-02665



# Certificate of Registration

Perry Johnson Registrars, Inc., has audited the Occupational Health and Safety Management System of:

Green Wave Computer Recycling, LLC 9206 East 33rd Street, Indianapolis, IN 46235 United States

(Hereinafter called the Organization) and hereby declares that Organization is in conformance with:

OHSAS 18001:2007

This Registration is in respect to the following scope:

Sorting, Collection and Dismantling of Electronics for Reuse and Recycling

This Registration is granted subject to the system rules governing the Registration referred to above, and the Organization hereby covenants with the Assessment body duty to observe and comply with the said rules.





Terry Boboige, President

Perry Johnson Registrars, Inc. (PJR) 755 West Big Beaver Road, Suite 1340 Troy, Michigan 48084 (248) 358-3388

The use of the UKAS accreditation symbol is in respect to the activities covered by the Accreditation Certificate Number 0105

The validity of this certificate is dependent upon ongoing surveillance.

Effective Date

Expiration Date

Certificate = No

October 22, 2014

October 21, 2017

C2014-02666