

Lexington-Fayette Urban County, Kentucky

Wastequip Bid Response



Bid No.: 5-2021

Bid Title: Open Top Containers

Bid Due: February 9, 2021

Bid Opening Time: 2:00 pm.



(Corporate Headquarters)

6525 Morrison Blvd., Suite 300

Charlotte, NC 28211

877.468.9278

www.wastequip.com

ORIGINAL



COVER AND PRICE MODIFIER LETTER

Thank you for allowing Wastequip to provide you with pricing for your project. Wastequip has reviewed the Lexington-Fayette Urban County Government bid labeled INVITATION TO BID #5-2021 Open Top Containers with a bid opening date of February 9, 2021 at 2:00 pm.

Wastequip has listed on our inserted Note to Pricing page, equipment specification deviations, and additional comments pertaining to price validity period, delivery timeframe and shipping information. Additional information concerning price validity is also listed below and on the attached Long Term Price Modifier.

As you know, our industry is a commodity-based industry. Every product we manufacture is based on the American Metals Market (AMM) Indices. Due to fluctuations in the raw material prices, as based on the AMM, Wastequip must unfortunately adjust the pricing of our products on a routine basis.

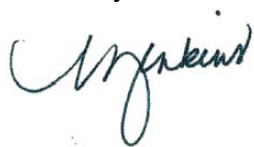
Due to our inability to continually absorb these raw materials cost increases, Wastequip issues, with each bid, a Long Term Price Modifier, which outlines our standard practices concerning the ever fluctuating steel market. This modifier not only protects Wastequip from vast fluctuations in steel price increases but also serves as a cost saving measure for the purchaser, should a decrease in steel pricing occur.

Wastequip will hold bid pricing for a (30) day period from date of bid opening. At award and at (30) day time intervals following award, product pricing may be evaluated at time of purchase against awarded contract pricing. Should a decrease/increase occur at time of purchase and within the limits stated in the Long-Term Price Modifier, the selling price may be adjusted accordingly. Please review the Modifier for full details.

Supporting documentation included with our bid proposal includes our Corporate Profile, which outlines important information concerning our company and our continued commitment to fulfilling the needs of our customers. We have included for reference our product brochure and the Product Limited Warranty Statement. Also attached is our Point of Contact sheet providing easy reference for you to contact key Wastequip personnel as well as our W-9 and Evidence of Insurance.

Again, Wastequip appreciates the opportunity to respond to this solicitation. And we thank you for taking the time to review the enclosed bid submission. Should you have any questions please do not hesitate to contact me at the number listed below.

Sincerely,

A handwritten signature in black ink, appearing to read "Marya M. Jenkins". The signature is fluid and cursive, with a large initial "M" and "J".

Marya M. Jenkins

Bids/Contracts Specialist

Direct: (800) 424-0422 Ext 09587

Email: MJenkins@wastequip.com



Fixed Pricing and Commodity Index Price Adjustments

1. **Fixed Pricing:** The Wastequip equipment pricing contained herein shall be effective for a period of **thirty (30) days** beginning on the quote origination date or the effective date of an executed agreement between the parties, whichever is sooner. **After which, Wastequip reserves the right to review and adjust pricing to current market conditions, if necessary.** Price reviews and adjustments may only occur in the case of movements in the market price of A36 Hot Rolled Steel as reported by the American Metals Markets (“AMM”), and then, only as prescribed below.

2. **Commodity Index Price Adjustments:**
 - a. **Reviews** will occur at time of order or at the end of each calendar month. Any price adjustment will be effective at time of review.

 - b. **Triggers** to affect a price adjustment will be an increase or decrease of 5% or more of the previous sixteen (16) week average price in the market price of A36 Hot Rolled Steel from the then current index baseline, rounded to the nearest one-half of one percent (0.005).

 - c. **Setting the Baseline**
 - i. Price Source: American Metals Markets (<http://amm.com>)
 - ii. Commodity: A36 Hot Rolled Steel
 - iii. Initial Index Baseline: **\$55.00/cwt (15- Jan-2021)**
 - iv. Trigger: Increase/Decrease of 5%
 - v. Product Price Impact: Based on # pounds of steel in container
 - vi. First Review Date: Upon Execution of Agreement, TBD
 - vii. Comparisons: On each review date, the previous five (5) week averaged price of A36 Hot Rolled Steel will be compared to the then applicable index baseline.
 - viii. Price Change Date: Any price adjustment calculated using this schedule will be effective at time of review.

 - d. **Initial Index Baseline** for purposes of the 2018 Sourcing Event shall be **\$55.00/cwt (15- Jan-2021)** Prior to executing an agreement, pricing will be adjusted as prescribed by the triggers and formulas discussed herein, if it is warranted.



3. **Commodity Index Price Adjustment Formula:** The steel container price adjustment is equal to the weight of each respective container multiplied by the price change in the AMM, depicted by the following formula:

$$\text{Product Weight} \times [(\text{Current AMM Index} - \text{Baseline AMM Index}) \times (1 \text{ lb./}100 \text{ cwt})] = \text{Product Price Adjustment}$$

4. **Commodity Index Price Adjustment Examples:** The following examples show the calculation of the purchase price adjustment as a result of moving from a \$28.0 cwt baseline AMM Index down to \$26.6 cwt and up to \$29.4cwt AMM Index.

a. Example # 1 Decrease Assumptions: 6 yard slant container weights 900 pounds and costs \$600 when the baseline price was based on \$28.0 AMM.

(17.85% decrease > 5% Band), then:

ii. $(900 \text{ lbs.}) \times [(\$23.0 \text{ cwt} - \$28.0 \text{ cwt}) \times (1 \text{ lb./}100 \text{ cwt})] = -(\$45.00)$

iii. New Price = \$600 - \$45 = \$555

iv. New (future) Baseline = \$23.0/cwt

b. Example # 1 Increase Assumptions: 6 yard slant container weights 900 pounds and costs \$600 when the baseline price was based on \$28.0 AMM.

i. If previous sixteen (16) week average AMM Index moved to \$33.0/cwt (17.85% increase > 5% Band), then:

ii. $(900 \text{ lbs.}) \times [(\$33.0 \text{ cwt} - \$28.0 \text{ cwt}) \times (1 \text{ lb. /}100 \text{ cwt})] = \45.00

iii. New Price = \$600 + \$45 = \$645

iv. New (future) Baseline = \$33.0/cwt

WASTEQUIP[®]

Corporate Profile

Founded in 1989 by Chuck Walton, Wastequip was created to consolidate the highly fragmented and regionalized waste equipment manufacturing sector.



The vision was simple: to provide the rapidly growing base of large national haulers a one-stop shop for their most significant needs including standardized equipment, highly durable products, inventory availability, faster delivery and outstanding customer service needed to continue their growth trajectory.

To achieve this goal, the company immediately set out to establish an extensive North American manufacturing and service footprint. Over the course of the next nearly 25 years, Wastequip systematically acquired the top companies and best brands from tarping systems and vacuum trucks to hoists and carts, including Galbreath, Cusco, Accurate, Mountain Tarp, Pioneer, and finally, Toter, – the industry’s premier line of plastic waste and recycling carts and containers - uniting them under the Wastequip umbrella.

Headquartered in Charlotte, N.C. with manufacturing and service facilities throughout North America, Wastequip is the leading North American manufacturer of waste handling and recycling equipment. With over 2,000 employees and 31 facilities, Wastequip has built a reputation for manufacturing expertise and product innovation. Privately held, Wastequip is the only manufacturer to offer a full line of steel and plastic products to collect, handle and transport just about any type of waste and recyclables.

Our comprehensive product line includes the top brands in their respective areas:

- **Wastequip** brand compactors, balers, steel containers and environmental containers
- **Toter** brand plastic carts and containers
- **Galbreath** brand hoists, container handlers and trailers
- Tarping systems, sold through our **Mountain Tarp** and **Pioneer** brands
- Industrial vacuum trucks and hydro excavators sold through our **Cusco** brand
- OEM and aftermarket parts sold through **Go To Parts**

Wastequip has locations throughout the U.S. and Canada, allowing us to serve many of our customers on a local level and creating economies of scale not possible with smaller manufacturers. Since many of our brand companies serve sectors in which it can be difficult and costly to ship products from remote locations, this gives us a distinct advantage over competitors with a smaller footprint.

Wastequip has strong partnerships with large national haulers, as well as many of the smaller regional and local players, and our products are currently in use in thousands of municipalities across the country. We’ve also developed strong fleet relationships across other market segments. Many of these customer relationships have been in place for many years, giving us a strong competitive advantage and creating a barrier to entry for other organizations.



Points of Contact for the State of Kentucky

Bid Information: Marya Jenkins, Bid/Contract Specialist
841 Meacham Road
Statesville, NC 28677
Direct: 800-424-0422 Ext 09587
Fax: 833-933-1124
Email: MJenkins@wastequip.com

Account Rep: Steve Swanson, Regional Sales Manager
Direct: 901-628-4064
Email: SSwanson@wastequip.com

P.O. Remit: Wastequip Mfg. Co., LLC
Marya M. Jenkins, Bid/Contract Specialist
841 Meacham Road
Statesville, NC 28677

Invoice Remit: Wastequip, LLC
PO Box 603008
Charlotte, NC 28260-3008
Direct: 704-366-7140



LEXINGTON

Bid 5-2021

Wastequip Mfg., Co., LLC

Supplier Response

Event Information

Number: Bid 5-2021
Title: Open Top Containers
Type: Competitive Bid
Issue Date: 1/26/2021
Deadline: 2/9/2021 02:00 PM (ET)
Notes: ONLY ONLINE BIDS WILL BE ACCEPTED FOR THIS SOLICITATION. THE BID PACKAGE SHOULD BE COMPLETED AND ATTACHED UNDER THE "RESPONSE ATTACHMENTS" TAB.

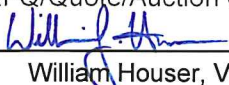
Contact Information

Contact: Jessica Allinder
Address: Central Purchasing
Government Center Building
Room 338
200 East Main Street
Lexington, KY 40507
Fax: (859) 2583322
Email: jallinder@lexingtonky.gov

Wastequip Mfg., Co., LLC Information

Contact: Marya Jenkins
Address: (Bid Location) 841 Meacham Rd.
Statesville, NC 28677
Phone: (800) 424-0422 x09587
Fax: (833) 930-1124
Toll Free: (800) 424-0422
Email: bids@wastequip.com

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.



Signature William Houser, VP-Finance, Commercial

Email MJenkins@wastequip.com / Bids@wastequip.com



LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: January 26, 2021

INVITATION TO BID #5-2021 Open Top Containers

Bid Opening Date: February 9, 2021 **Bid Opening Time:** 2:00 PM
Address: 200 East Main Street, 3rd Floor, Room 338, Lexington, Kentucky 40507
Type of Bid: Price Contract

Pre Bid Meeting: N/A **Pre Bid Time:** N/A
Address: N/A

Sealed bids will be received via Ion Wave, until **2:00 PM**, prevailing local time on **2/09/2021**. Bids must be received by the above-mentioned date and time. Bids should be submitted via:

Ion Wave
<https://lexingtonky.ionwave.net>

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not delivered as indicated above. All bids must be signed. Bids are to include all shipping, handling and associated fees to the point of delivery located at: Lexington, KY

_____ Bid Specifications Met <input checked="" type="checkbox"/> Check One: _____ Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	Proposed Delivery: _____ 75 days after acceptance of bid.
Procurement Card Usage —The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <input checked="" type="checkbox"/> Yes _____ No	

Submitted by: Wastequip Manufacturing Company, LLC
Firm Name
(Bid Location) 841 Meacham Road
Address
Statesville, NC 28677
City, State & Zip

Bid must be signed:
(original signature)


Signature of Authorized Company Representative – Title

William Houser, VP-Finance, Commercial
Representative's Name (Typed or printed)

(800) 424-0422 Ext. 09587 (833) 930-1124
Area Code - Phone – Extension Fax #

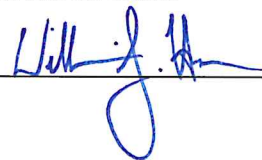
MJenkins@wastequip.com / Bids@wastequip.com
E-Mail Address

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

Comes the Affiant, William Houser, and after being first duly sworn under penalty of perjury as follows:

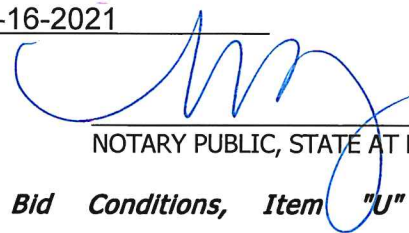
1. His/her name is William Houser and he/she is the individual submitting the bid or is the authorized representative of Wastequip Manufacturing Company, LLC the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette 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.

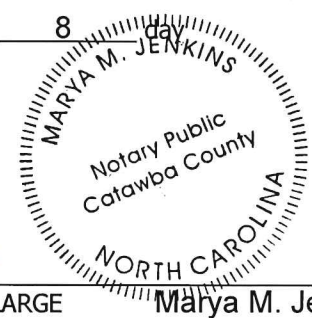
Further, Affiant sayeth naught.  William Houser, VP-Finance, Commercial

STATE OF North Carolina
COUNTY OF Mecklenburg

The foregoing instrument was subscribed, sworn to and acknowledged before me by William Houser on this the 8 day of February, 2021.

My Commission expires: 06-16-2021





NOTARY PUBLIC, STATE AT LARGE Marya M. Jenkins

Please 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 www.Energystar.gov). 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 friendly 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 www.Green Seal.org 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 any and all bids for either fiscal or technical reasons, and to award each part of the bid separately, all parts to one vendor or all parts to multiple vendors.
- 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.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. Bids that are not submitted via Ion Wave 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 XX 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 enclose 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, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, 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 special conditions 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 shall

- (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 1 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 1 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)**
 - (XXX)1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
 - () 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
 - () 3. See bid specifications.
- 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

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law


- 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 disability.*
- 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 William Houser, VP-Finance, Commercial

Wastequip Manufacturing Company, LLC

Name of Business

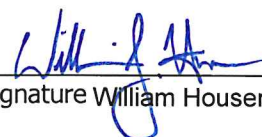
GENERAL PROVISIONS OF BID CONTRACT

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:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, 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.
5. 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. Price Discrepancy: When applicable, in case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.
19. 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.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.
21. 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.

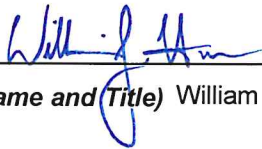

Signature William Houser, VP-Finance, Commercial

2/08/2021
Date

WORKFORCE ANALYSIS FORM

Name of Organization: Wastequip Manufacturing Company, LLC

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators																	
Professionals																	
Superintendents		Please see attached EEO Form															
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:																	

Prepared by:  Date: 02 / 08 / 2021
 (Name and Title) William Houser, VP-Finance, Commercial Revised 2015-Dec-15

**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, and set a goal that not less than three percent (3%) of the total value of this contract be subcontracted to Veteran-Owned Small Businesses. The goal for the utilization of Certified MBE/WBE's and Veteran-Owned Small Businesses 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
smiller@lexingtonky.gov

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), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.
- 2) 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

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-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, managed and controlled 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, managed and controlled by one or more women.

- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled 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 and Veteran-Owned 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 or delay in contract award.**

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 and/or Veteran 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 and Veteran-Owned businesses 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 and/or Veteran-Owned businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses 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 and/or Veteran-Owned businesses soliciting their participation in the contract not less than 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 and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business 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 and/or Veteran-Owned businesses 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 and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses 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 and Veteran-Owned businesses 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 and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses 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 and Veteran-Owned businesses 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 and Veteran participation.

Note: 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 which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must 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 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Central Purchasing):

Certified Disadvantaged Business Enterprise (DBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

Certified Women Business Enterprise (WBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

Certified Veteran-Owned Small Business (VOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

Certified Service Disabled Veteran Owned Small Business (SDVOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

To comply with Resolution 484-2017, prime contractors and minority, women and veteran owned businesses must enroll in the new Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

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 and Veteran-Owned Small Businesses in <https://lexingtonky.ionwave.net>

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	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women’s Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwbo.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozydeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 5-2021


The MWDBE and/or veteran 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. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
No Subcontracting Opportunities exist in the fulfillment of this Project.				
3.				
4.				

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.

Wastequip Manufacturing Company, LLC
Company

2/08/2021
Date


Company Representative William Houser
VP-Finance, Commercial
Title



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 5-2021

The MWDBE and/or veteran 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. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
No Subcontracting Opportunities exist in the fulfillment of this Project.				
3.				
4.				

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.

Wastequip Manufacturing Company, LLC
Company

2/08/2021
Date


Company Representative William Houser

VP-Finance, Commercial
Title



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 5-2021


The substituted MWDBE and/or veteran 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. **Failure to submit this form may cause rejection of the bid.**

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
No Subcontracting Opportunities exist in the fulfillment of this Project.					
3.					
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.

Wastequip Manufacturing Company, LLC
Company

2/08/2021
Date


Company Representative William Houser

VP-Finance, Commercial
Title



LEXINGTON

MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 5-2021

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name Wastequip Manufacturing Company, LLC	Contact Person Marya Jenkins
Address/Phone/Email (Bid Location) 841 Meacham Road, Statesville, NC 28677	Bid Package / Bid Date 5-2021

MWDBE Company Address	Contact Person	Contact Information (work phone Email, cell)	Date Contacted	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	Veteran
No Subcontracting Opportunities exist in the fulfillment of this Project.								

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

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

Wastequip Manufacturing Company, LLC
Company

2/08/2021
Date


Company Representative William Houser

VP-Finance, Commercial
Title



LEXINGTON

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. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors 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.

Bid/RFP/Quote # _____
Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name:	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	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

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 misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 5-2021

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises 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 and Veteran-Owned businesses 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 and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

_____ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG 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 and Veteran-Owned businesses 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 than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

_____ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWBDE firm and/or Veteran-Owned business 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 and/or Veteran-Owned businesses 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 and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses 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.

_____ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses 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 and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses 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 MWBE firms and Veteran-Owned businesses 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 and Veteran participation.

NOTE: 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 which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must 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.

Wastequip Manufacturing Company, LLC
Company

2/08/2021
Date



Company Representative William Houser
VP-Finance, Commercial
Title



LEXINGTON

Lexington-Fayette Urban County Government
Division of Waste Management
Bid 5-2021 Open Top Containers

Floors

3/16- inch plate steel
3 inch by 4.1 pound structural channel cross member on 18-inch centers
Two steel gussets welded to each cross member
Two 6 inch x 2 inch x 3/16 inch long main rail (sills)
Two solid steel nose cones
One A-frame hook lift attachment
Two rear 8 inch by 6-inch wheels with one 3/16 inch solid cold rolled shaft with zerk fittings (greasable)

Sides and Front

4" x 3" structural header tube, 11-gauge
12-gauge steel
Bottom of side sheets and vertical side columns fully welded to floor plate

- Six 5 ½ inch by 3 inch form upright vertical columns plus door column
- Side vertical columns on 36-inch centers
- Tarp rail -1/2 inch HRR bar welded front to back on each side

Door

6 inch x 3 ½ inch formed header of 10-gauge steel
12-gauge steel
10-gauge steel 3 inch x 5 /12 formed columns, capped columns and braces
¾-inch plate heavy-duty steel hinges with ¾-inch hinge pins attached to 3/16 inch formed steel weldment
Guide shoes to prevent door sags
5/16 inch safety chain with key hole type retainer door retainer chains
Door lock-lever type door latch assembly with 5/16 inch safety chain semi-automatic cam locking system with two hooks and one steel line up plate to assist in door closure
Door should contain greased fittings for door hinges

General

Free of any slag, primed and painted outside-polyurethane enamel silver
Length: 13 feet outside, 12 foot by 6 inch inside
Width: 8 feet outside and 83 inches inside
Inside wall height: 3 feet at center line
Reflective tape around base and at the rear
Container should be SL-240 or equivalent

The Division of Waste Management previously purchased sixteen (16) 10-yard hook lift boxes on the previous contract.

For this contract, we will also need 20 yard and 30-yard roll off boxes. At this time, we plan to purchase two (2) of each. However, no quantities are guaranteed.

Cost for each:

Cost for 10 yard hooklift boxes:	<u>\$ 4,175.00</u>
Cost per load:	<u>\$ 1,084.00 per load</u>
How many can you haul in a load?	<u>8</u>

Cost for 20 yard roll off boxes:	<u>\$ 4,868.00 / Item# 154439</u>
Cost per load	<u>\$ 1,084.00 per load</u>
How many can you haul in a load?	<u>4</u>

Cost for 30 yard roll off boxes:	<u>\$ 5,312.00 / Item# 134029</u>
Cost per load:	<u>\$ 1,084.00 per load</u>
How many can you haul in a load?	<u>4</u>

* Please see attached - Notes to Pricing concerning Good Faith Efforts, specification deviations, Price hold language and Long Term Price Modifier and delivery.



Clarifications/Exceptions for Lexington-Fayette Urban County Government
Bid No.: INVITATION TO BID #5-2021 Open Top Containers
Bid Date: February 9, 2021

Page 24, Statement of Good Faith Efforts

No outside sources are used in the manufacture of our product therefore Wastequip does not have an opportunity for the use of a MWDBE/Veteran-Owned business owned enterprises in the fulfillment of this contract if awarded.

Specifications

Floors: Wastequip offers 3" x 2.5 #/ft cross members

Sides and Front: Wastequip offers 4" x 3" x 12 gauge formed channel on 36" centers with "V" notched weep holes at bottom for drainage of liquids and to inhibit rust

Wastequip meets or exceeds all other listed product specifications.

All products meet ANSI Accredited Standards that address safety, performance and design compatibility requirements as well as compatibility dimensions for manufacturers so that containers can be safely used with refuse vehicles, and operational safety requirements.

Pricing:

Due to the volatility in the current steel market, WASTEQUIP PRICING WILL BE HELD FOR 30 DAYS AFTER BID OPENING. After which time, if award or purchase order is not received, Wastequip reserves the right to adjust pricing to the current AMM Index rates as described in the attached Long-Term Price Modifier.

Delivery:

Delivery: 75 Days or sooner After Receipt of Written Purchase Order or fully executed contract or receipt of fully executed approved drawings and order acknowledgement, whichever is later. Delivery will be made to one location. Customer to off load at time of delivery. Containers will be delivered on a flatbed tractor trailer. Customer will need to provide equipment and operator to offload containers from trailer.

In some cases, as a cost savings measure, containers may be shipped nested and/or stacked. If containers are shipped nested and/or stacked, lids and/or doors, if applicable, may need to be installed by customer.



ROLL-OFF CONTAINERS



Shown with optional front wheels.

Rectangular-Style Roll-Offs

Wastequip rectangular open-top roll-off containers are built to withstand the most demanding waste and scrap collection applications. Rectangular roll-off containers meet ANSI safety specifications and dimensional standards for haulers.

Sizes: 20, 30, or 40-cubic yards (other models available)



Shown with optional front wheels.

Features

- Heavy-duty, greasable, fully-welded wheel assemblies
- Greasable rail rollers
- 7 gauge rail gussets welded to floor and cross members
- Front sheet bent 90 degrees to allow for overlap on side wall, adding extra strength to seam
- V-notched weep hole at the bottom of each side post allows for drainage of liquid and inhibits rust
- Rugged tarp hooks and available tarping systems from Pioneer or Mountain Tarp protect the load
- Rust-inhibiting primer inside and outside
- Painted in one of several standard colors using high-quality, low-VOC enamel

Applications

Construction and remodeling, landscaping, industrial, or residential clean-up. Extra heavy-duty models available for construction, demolition, and scrap metal applications.



10 gauge front-to-side wall corner wraps provide added strength.



Optional ratchet-style rear door closing device secures the container.

SPECIFICATIONS

	STANDARD	HEAVY-DUTY (HD)	EXTRA-HEAVY DUTY (XHD)
Floor Plate	7 gauge	1/4"	1/4"
Sides	12 gauge	12 gauge	7 gauge
Cross Members	3" channels on 18" centers	3" channels on 18" centers	3" channels on 18" centers
Hook / Hook Plate	1-1/4" hook with 1" hook plate	1-1/4" hook with 1" hook plate	1-1/4" hook with 1" hook plate
Wheels	Two 8" x 8" greasable wheels*	Two 8" x 8" greasable wheels*	Two 8" x 8" greasable wheels*
Rails	6" x 2" x 3/16" rectangular tube main rails	6" x 2" x 1/4" rectangular tube main rails	6" x 2" x 1/4" rectangular tube main rails
Rail Roller	4" x 4-1/2"	4" x 4-1/2"	4" x 4-1/2"
Latches	Standard slam latch with heavy-duty handle allows for easy door closure by a single operator	Standard slam latch with heavy-duty handle allows for easy door closure by a single operator	Standard slam latch with heavy-duty handle allows for easy door closure by a single operator
Hinges	Heavy-duty greasable hinges with 1/2" plate and 1-3/4" O.D. x 1-1/8" I.D. round tube for 1-1/16" pin	Heavy-duty greasable hinges with 1/2" plate and 1-3/4" O.D. x 1-1/8" I.D. round tube for 1-1/16" pin	Heavy-duty greasable hinges with 1/2" plate and 1-3/4" O.D. x 1-1/8" I.D. round tube for 1-1/16" pin

Tub-Style Roll-Offs

Wastequip's tub-style roll-off containers are the best solution if a smooth-sided, stackable container is what you need. Its smooth sides allow it to nest for easier transporting and storage, as well as easier decaling and signage. Wastequip roll-off containers meet ANSI safety specifications and dimensional standards for haulers.

Sizes: 20, 30, or 40-cubic yards (other models available)



Applications

Construction and remodeling, landscaping, industrial, or residential clean-up. Extra heavy-duty models available for construction, demolition, and scrap metal applications.



"Step up" design allows you to step onto container to look inside. Minimizes likelihood of slips and falls as compared to ladders.

Features

- Heavy-duty, greasable, fully-welded wheel assembly
- Greasable rail rollers
- 7 gauge rail gussets welded to floor and cross members
- Nestable design saves on shipping and storage costs
- Rugged tarp hooks and available tarping systems from Mountain Tarp protect the load
- Rust-inhibiting primer inside and outside
- Painted in one of several standard colors using high-quality, low-VOC enamel

SPECIFICATIONS

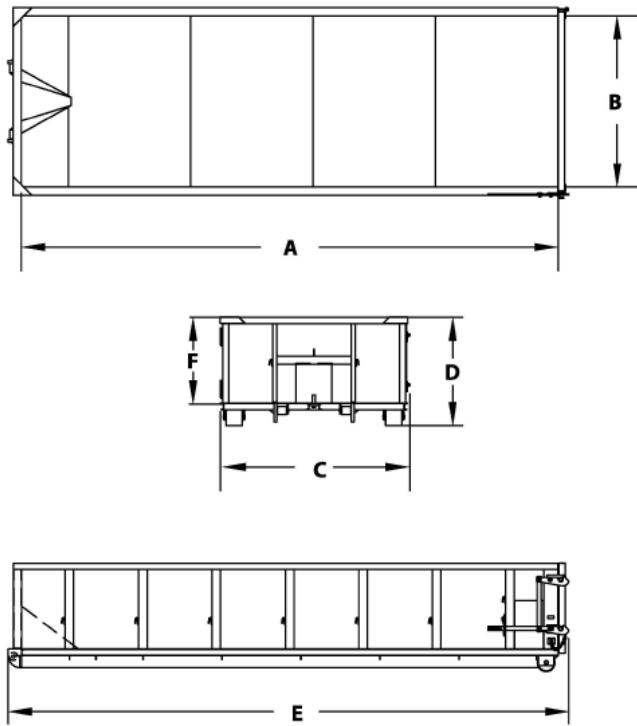
	Standard	Heavy-Duty (HD)
Floor Plate	7 gauge	1/4"
Sides	10 gauge	7 gauge
Cross Members	3" channels on 18" centers	3" channels on 18" centers
Hook / Hook Plate	1-1/4" hook with 1" plate	1-1/4" hook with 1" plate
Wheels	Two 8" x 8" greasable wheels*	Two 8" x 8" greasable wheels*
Rails	6" x 2" x 3/16" rectangular tube main rails	6" x 2" x 3/16" rectangular tube main rails
Rail Roller	4" x 4-1/2"	4" x 4-1/2"
Latches	Standard slam latch with 3/8 x 2" heavy-duty handle allows for easy door closure by a single operator	Standard slam latch with 3/8 x 2" heavy-duty handle allows for easy door closure by a single operator
Hinges	Heavy-duty greasable hinges with 1/2" plate and 1-3/4" O.D. x 1-1/8" I.D. round tube for 1-1/16" pin	Heavy-duty greasable hinges with 1/2" plate and 1-3/4" O.D. x 1-1/8" I.D. round tube for 1-1/16" pin

* Options of 4 wheels

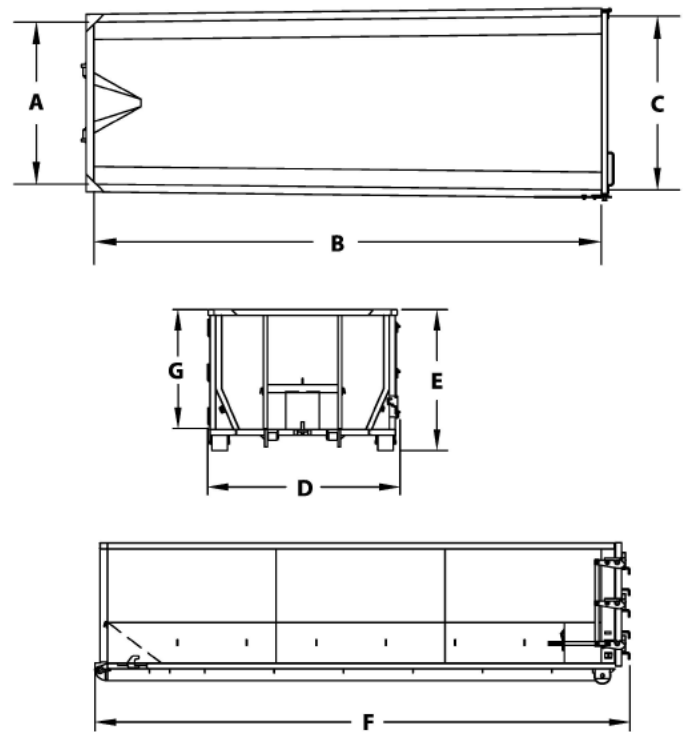
NOTE: Additional understructures and size configurations available.

ROLL OFF CONTAINERS

RECTANGULAR-STYLE ROLL-OFFS



TUB-STYLE ROLL-OFFS



RECTANGULAR-STYLE SPECIFICATIONS*

	20-YARD	30-YARD	40-YARD
48 ft. trailer flat/drop	4/5	4/5	4/4
53 ft. trailer flat/drop	4/5	4/5	4/4
Weight	4,320 lbs.	4,897 lbs.	5,493 lbs.
A	263"	263"	263"
B	84"	84"	84"
C	92-15/16"	92-15/16"	92-15/16"
D	53"	73"	95"
E	275-1/2"	275-1/2"	275-1/2"
F	42"	62"	84"

*Dimensions may vary by region.

TUB-STYLE SPECIFICATIONS*

	20-YARD	30-YARD	40-YARD
48 ft. trailer flat/drop	4/8	4/7	4/4
53 ft. trailer flat/drop	4/9	4/8	4/5
Weight	3,945 lbs.	4,593 lbs.	5,265 lbs.
A	84"	84"	84"
B	262-7/8"	262-7/8"	262-7/8"
C	90"	90"	90"
D	99-11/16"	99-11/16"	99-11/16"
E	53"	73"	95"
F	275-5/8"	278"	278"
G	42"	62"	84"



WASTEQUIP®

Tel: 877.468.9278 | sales@wastequip.com | www.wastequip.com

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WASTEQUIP, LLC

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Specific warranty periods are listed herein. Repair or replacement does not extend the warranty beyond the original period, and repaired or replaced parts are warranted for the balance of the original warranty period for the original part. Some states do not allow limitations on how long an implied warranty lasts, the exclusion or limitation of incidental or consequential damages, and any such limitations will conform these Wastequip warranties thereto (Buyers may also have other specific rights which vary from state to state).

Wastequip does not warrant or make any representations concerning Product when the Product is not installed and/or used in strict accordance with good installation, service and maintenance practices or operating instructions. Wastequip does not warrant Product that has been altered, disassembled or re-designed; improperly installed, serviced, maintained, handled or repaired; combined with unapproved non-Wastequip products without Wastequip authorization; contaminated with or exposed to oil, grease, water (including salination), chemicals or solvents; damaged or fails to perform as a result of accident, acts of God, lack of reasonable and proper protection during storage or use, overheating, negligence, misuse, vandalism, loading or exceeding the manufacturer's rated or recommended capacity; damage from automated grasper; in contravention of specifically excluded use or any other unauthorized use other than originally intended, authorized, instructed or beyond the control of Wastequip. This warranty does not apply to normal operating costs and adjustments, including but not limited to adjusting pressure settings, limit switches, timers, relays, fuses, loss of hydraulic oil, cable or filter replacement or normal cosmetic or mechanical wear and tear. Wastequip does not warrant any used Products, which are sold "as is" unless otherwise expressly noted by Wastequip. Further, Wastequip does not warrant any Products that have had serial numbers removed, altered or defaced. Wastequip shall have no liability for any special, punitive, incidental, liquidated or consequential damages, including but not limited to loss of profits, damages to other parts or equipment, cost of capital or interest, any claim for authorized labor charges incurred in diagnosing or replacing a defective Product, towing charges, travel costs, meals, lodging, telephone charges, fuel, storage, loss of use, loss of hydraulic oil, unauthorized repairs, or injury to person or property, to the maximum extent allowable under applicable law. If Wastequip, without separate compensation therefore, furnishes Buyer, Buyer's customer or end user with advice or other assistance concerning any Product or equipment in which the Product may be installed, the furnishing of such advice or assistance will not subject Wastequip to any liability whether in contract, tort (including negligence and strict liability) or otherwise. If any sample, model or demonstration was shown to or provided Buyer, such sample, model or demonstration merely illustrates the general type and quality of Product, and is not to be construed as a representation. If Wastequip authorizes any labor costs associated herewith, such will be solely in accordance with Wastequip established labor rates. Authorization for repairs or related work on Products other than at a Wastequip facility or authorized service center must be through prior written consent by Wastequip; failure to obtain such prior consent shall void this warranty. All claims for reimbursement must be filed with proper documentation no later than forty-five (45) days after occurrence. Travel time approved in advance by Wastequip for authorized service work is limited to two (2) hours maximum per service call.

As the exclusive remedy, in accordance with the Wastequip Terms and provided such Product is manufactured by Wastequip and deemed by Wastequip to be defective, Wastequip shall, at its sole option (i) repair or replace the defective Product, parts or component(s) thereof at our factory or elsewhere (in our discretion); (ii) provide Buyer with a credit on its account in an amount equal to the original purchase Price of the defective Product; and/or (iii) require that Buyer tender any such claims to the third party manufacturer or supplier of the Product, as applicable, upon which Wastequip may endeavor to assist Buyer or Buyer's customer in resolution. Wastequip will accept warranty claims only from the Buyer or in the event of Buyer's resale, redistribution, installation or other similar action, unless otherwise noted, from Buyer's customer, end user or third party that directly purchased the Product through a legitimate action. Wastequip reserves the right to examine all Product to determine whether or not the warranted Product qualifies for the exclusive remedy set forth in these Wastequip Terms. No benefits or remedies are available under this limited warranty while the Invoice for the Product remains outstanding.

In any action brought against Wastequip, regardless of the form or forum, Wastequip shall not be liable to Buyer, end user, customer or any third party for special, consequential, incidental, liquidated or punitive damages and, under no circumstances shall any award against Wastequip in favor of Buyer, end user, customer or any third party exceed the amount paid to Wastequip by Buyer for the Product, to the extent allowed by law. Wastequip shall not indemnify Buyer, end user, customer or any third party from potential claims by or against a third party manufacturer or supplier. Further, Wastequip shall not indemnify Buyer, Buyer's customers, end users or any third party against any claims, including but not limited to product liability claims or workers compensation claims. The parties agree that the foregoing remedy is reasonable and does not cause the Wastequip's Terms to fail of its essential purpose.

In the event of Buyer's resale, redistribution, installation or other similar action of any of the Products sold hereunder, in whatever form unless otherwise expressly notified by Wastequip, Buyer shall merely and solely pass the applicable Wastequip limited warranties herein on to Buyer's customer, end user or third party, as applicable, but make no warranty on its own binding Wastequip, third party manufacturer or supplier or any others, and shall notify such purchaser, customer, end user or third party of these Wastequip Terms and disclaimer of any Wastequip warranty, in writing or otherwise.

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WASTEQUIP, LLC

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BUYER'S AND/OR BUYER'S CUSTOMERS', END USERS' OR THIRD PARTIES' SOLE AND EXCLUSIVE REMEDY AGAINST WASTEQUIP SHALL BE THE REMEDY OF DEFECT IN PRODUCT DELIVERED HEREUNDER AS PROVIDED BY, AND WITHIN THE TIME PERIOD SPECIFIED IN WASTEQUIP'S LIMITED WARRANTY SET FORTH HEREIN. WASTEQUIP'S LIMITED WARRANTY CONSTITUTES THE SOLE REMEDY OF BUYER AND BUYER'S CUSTOMERS, END USERS OR THIRD PARTIES, AS APPLICABLE WITH RESPECT TO OR ARISING OUT OF THE EQUIPMENT, PRODUCT OR SERVICES OF WASTEQUIP, WHETHER BASED ON CONTRACT, MANUFACTURER, SALE, ALTERATION, USE, REPAIR, REPLACEMENT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, NOTWITHSTANDING ANY OTHER PROVISIONS HEREOF, IN NO EVENT SHALL WASTEQUIP BE LIABLE TO BUYER, BUYER'S CUSTOMER, END USER OR THIRD PARTY, WHETHER ARISING UNDER PERFORMANCE OF THE WASTEQUIP TERMS (OF WHICH THIS LIMITED AND CONDITIONAL WARRANTY IS A PART), OR BREACH OF SUCH TERMS, OR MANUFACTURE, SALE, ALTERATION, USE, REPAIR, REPLACEMENT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY OR OTHERWISE), FOR LOSS OF ANTICIPATED PROFITS, LOST SALES, INJURY TO PERSONS OR PROPERTY, LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION, FORCE MAJEURE OR INCREASED EXPENSE OF OPERATION, SERVICE INTERRUPTIONS, CLAIMS OF CUSTOMERS, END USERS OR THIRD PARTIES OF BUYER AND BUYER'S CUSTOMERS', END USERS' OR THIRD PARTY'S COST OF MONEY, LOSS OF USE OF CAPITAL OR REVENUE, OR FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGES OF ANY KIND WHATSOEVER.

LIMITED WARRANTY PERIODS

Wastequip Manufacturing Company Products

The warranty period for all Wastequip Manufacturing Company Products manufactured and provided by Wastequip Manufacturing Company or a Wastequip Manufacturing Company authorized distributor is for a period of twelve (12) months from date of shipment from the Wastequip Manufacturing company designated shipping point, unless otherwise specifically indicated as follows:

- Self-Contained Compaction Equipment
 - 255HD, 265X, SC1 and SC2 – 3 years structural, 2 years parts, 1 year labor; all dates from date of shipment from the Wastequip designated shipping point
 - 265XP, 265 XPHT, and 265IP – 5 years structural, 2 years parts, 1 year labor; all dates from date of shipment from the Wastequip designated shipping point
 - 365XSEE – 3 years structural, 3 years parts, 1 year labor; all dates from date of shipment from the Wastequip designated shipping point
 - All Other Self-Contained Models – 3 years structural, 1 year parts and labor; all dates are from date of shipment from Wastequip designated shipping point
 - For the first 3 months, Wastequip will provide normal operating adjustments for pressure settings, limit switches, timers, relays or fuses.
- Standard Compaction Equipment with Solid State Controller
 - Precrushers, Transfer and Mini-Transfer Stations – 1 year structural, parts and labor; all dates from date of shipment from the Wastequip designated shipping point
 - All other Stationary Compactor Models – 3 year structural, 1 year parts and labor; all dates from date of shipment from the Wastequip designated shipping point
- Steel Containers – 12 months from date of shipment from the Wastequip designated shipping point.
- Vertical Baler with Solid State Controller
 - 12 months structural, parts and labor from original date of installation or fifteen (15) months from date of shipment from the Wastequip designated shipping point, whichever occurs first.
 - For the first 3 months, Wastequip will provide normal operating adjustments for pressure settings, limit switches, timers, relays or fuses.
- Vertical Compactor
 - 12 months structural, parts and labor from original date of installation or fifteen (15) months from date of shipment from the Wastequip designated shipping point, whichever occurs first.
 - For the first 3 months, Wastequip will provide normal operating adjustments for pressure settings, limit switches, timers, relays or fuses.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/10/2020

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

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

PRODUCER Aon Risk Services South, Inc. Charlotte NC Office 1111 Metropolitan Avenue, Suite 400 Charlotte NC 28204 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED HPCC Parent, Inc. & Subsidiaries (See addendum) 6525 Morrison Blvd Suite 300 Charlotte NC 28211 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: The Phoenix Insurance Company		25623
	INSURER B: Travelers Property Cas Co of America		25674
	INSURER C: The Travelers Indemnity Co.		25658
	INSURER D:		
	INSURER E:		
INSURER F:			

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570081409286 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6607K478289PHX20	04/01/2020	04/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000	
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			TJ-CAP-2H529070-TIL-20	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			ZUP71M9516420NF	04/01/2020	04/01/2021	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000	
C B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A		UB8L9849422051R	04/01/2020	04/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH	
				18-19 WC - (AZ, MA)			E.L. EACH ACCIDENT \$1,000,000	
				UB8L9863212051K	04/01/2020	04/01/2021	E.L. DISEASE-EA EMPLOYEE \$1,000,000	
				18-19 WC (AOS)			E.L. DISEASE-POLICY LIMIT \$1,000,000	

570081409286

Certificate No :

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

CERTIFICATE HOLDER**CANCELLATION**

HPCC Parent, Inc. & Subsidiaries 6525 Morrison Blvd Suite 300 Charlotte NC 28211 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services South, Inc.</i>

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ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services South, Inc.		NAMED INSURED HPCC Parent, Inc. & Subsidiaries	
POLICY NUMBER See Certificate Number: 570081409286			
CARRIER See Certificate Number: 570081409286	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

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

Named Insureds

CURRENT LEGAL ENTITIES

HPCC Parent, Inc.
 HPCC Intermediate, Inc.
 Patriot Container Corp.
 Patriot Container Intermediate, LLC
 Patriot Container Acquisition Corp.
 Wastequip, LLC
 Toter, LLC
 Cusco Fabricators, LLC
 Confab Manufacturing Company, LLC
 WQD, LLC
 Parts Place, LLC
 Wastequip Manufacturing Company LLC
 Toter International I LLC
 Toter International II LLC
 Galbreath LLC
 Amrep, Inc.
 Amrep Manufacturing Company, LLC

PRIOR LEGAL ENTITIES

Wastequip, Inc.
 Toter, Incorporated
 Toter, Inc.
 Cusco Fabricators, Inc.
 Galbreath, Inc.
 WQD, Inc.
 Parts Place, Inc.
 Wastequip Manufacturing Company Inc.
 Big Dumpster Acquisitions, Inc.
 Big Dumpster Holdings, Inc.
 Accurate Industries, Inc.

DBAs

Parts Place
 Go To Parts
 Wastequip Manufacturing Company
 Wastequip Manufacturing
 Galbreath
 Accurate Industries
 Accurate
 Accurate of Ohio
 Accurate of Canada
 Pioneer
 Mountain Tarp
 Wastequip Oregon
 Wastequip Tennessee
 Wastequip Indiana
 Wastequip Accurate
 Wastequip Texas
 Wastequip May Mfg Co
 May Manufacturing and Distribution Corp.
 Wastequip DBA Florida Can
 May Manufacturing
 May Fabrication
 May Fabricators
 May-Fab
 Mayfab
 Mayfab-waste Equipment
 Wastequip/Mayfab
 May Properties
 Holt
 Holt Industries
 Holt Specialty Equipment
 Wastequip Mfg Co DBA Industrial Refuse Sales

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.		
	Wastequip Manufacturing Company, LLC		
	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.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		Exempt payee code (if any) _____
	<input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <u>C</u> <small>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.</small>		Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶		<small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)	
(Corporate Location) 6525 Morrison Boulevard, Suite 300			
6 City, state, and ZIP code			
Charlotte, NC 28211			
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	
2 2 - 3 1 9 1 6 2 4	

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ▶ William Houser, VP-Finance, Commercial Date ▶ 1/18/2021

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.