



LEXINGTON

Bid 18-2023 Addendum 1 Wastequip Mfg., Co., LLC Supplier Response

Event Information

Number: Bid 18-2023 Addendum 1
Title: Open Top Containers
Type: Competitive Bid
Issue Date: 1/26/2023
Deadline: 2/13/2023 02:00 PM (ET)
Notes: ONLY ONLINE BIDS WILL BE ACCEPTED. PLEASE FILL OUT THE BID PACKAGE AND ATTACH UNDER "RESPONSE ATTACHMENTS"

YOU MUST CLICK "YES" ON THE ATTRIBUTES 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: Vicky Connelly
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
Web Address: www.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.

Vicky Connelly

Signature

Submitted at 2/10/2023 01:16:37 PM (ET)

vconnelly@wastequip.com

Email

Response Attachments

1. WQ Submittal Online - Lexington-Fayette, KY 2-9-23.pdf

Wastequip Manufacturing Company LLC Bid Response - #18-2023 Open Top Containers

Bid Attributes

1 Bid package

Have you completed and attached your bid package? This is a contractual agreement and required for all bids.

YES (YES)

Lexington-Fayette Urban County, Kentucky

Wastequip Bid Response



Bid No.: 18-2023

Bid Title: Open Top Containers

Bid Due: February 9, 2023

Bid Opening Time: 2:00 pm.



(Corporate Headquarters)

6525 Morrison Blvd., Suite 300

Charlotte, NC 28211

877.468.9278

www.wastequip.com

ORIGINAL

WASTEQUIP[®]

Corporate Profile

Founded in 1989, Wastequip was created to consolidate the 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.

To achieve this goal, Wastequip acquired the top companies and best brands, developing an expansive footprint of manufacturing and service facilities throughout North America.

Today headquartered in Charlotte, NC, Wastequip is the leading North American manufacturer of waste handling and recycling equipment. With over 2,300 employees and over 50 facilities, Wastequip has built a reputation for manufacturing expertise and product innovation. With the broadest portfolio of products on the market today, Wastequip is composed of the most well-respected brands in the waste management industry including:

- **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
- Refuse trucks manufactured by **Amrep**
- Technology solutions for project, asset management, and service via **wasteware**
- OEM and aftermarket parts sold through **Wastebuilt**
- **ConFab** steel, grease, and material handling containers
- Service, maintenance, and components as provided by **WastequipWRX**
- Waste management services provided by **ContainerPros**

Wastequip's North American footprint allows us to serve customers on a local level and creates economies of scale not possible with smaller manufacturers.

Wastequip maintains 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.





Points of Contact for the State of Kentucky

Bid Information: Vicky Connelly, Bids/Contracts Supervisor – Steel Division
841 Meacham Road
Statesville, NC 28677
Direct: 800-424-0422 Ext 09641
Email: vconnelly@wastequip.com

Account Rep: Caryn Miller, Regional Sales Manager
Direct: 270-709-0687
Email: cmiller@wastequip.com

P.O. Remit: Wastequip
Vicky Connelly, Bids/Contracts Supervisor – Steel Division
841 Meacham Road
Statesville, NC 28677

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



ADDENDUM #1

Bid Number: 18-2023

Date: February 6, 2023

Subject: Open Top Containers

Please address inquiries to:

Jessica Allinder, Buyer
(859) 258-3320

TO ALL PROSPECTIVE BIDDERS:

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

- 1) Revised pricing sheet attached. Please use this one instead of what was in the original bid package.
- 2) The bid opening date has been pushed back to Monday, February 13th.

Todd Slatin, Director
Division of Central Purchasing

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

COMPANY NAME: Wastequip Manufacturing Company LLC

ADDRESS: (Bid Location) 841 Meacham Road, Statesville, NC 28677

SIGNATURE OF BIDDER: Vidya Co





LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: January 26, 2023

INVITATION TO BID #18-2023 Open Top Containers

Bid Opening Date: February 9, 2023

Bid Opening Time: 2:00 PM

Address: All bids must be submitted on line at <https://lexingtonky.ionwave.net/>

Type of Bid: Price Contract

Pre Bid Meeting: N/A

Pre Bid Time: N/A

Address: N/A

Sealed bids will ONLY be received online at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time on **02/09/2023**. Bids must be submitted/uploaded by the above-mentioned date and time.

Bids are to include all shipping, handling and associated fees to the point of delivery (unless otherwise specified in the bid documents below) located at: Lexington, KY

<input type="checkbox"/> Bid Specifications Met <i>attached to bid proposal submitted.</i>	<input checked="" type="checkbox"/> Check One: Exceptions to Bid Specifications. <i>Exceptions shall be itemized and</i>	Proposed Delivery: _____ 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 <input type="checkbox"/> No

To expedite award, the forms in this document should be completed and uploaded with your bid.

Submitted by: Wastequip Manufacturing Company LLC

Firm Name

(Bid Location) 841 Meacham Road

Address

Statesville, NC 28677

City, State & Zip

Bid must be signed:

 VP-Finance-Steel
Signature of Authorized Company Representative – Title

Bobby Calloway
Representative's Name (Typed or printed)

800-424-0422 Ext 09641 833-930-1124
Area Code - Phone – Extension *Fax #*

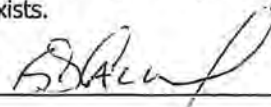
vconnelly@wastequip.com
E-Mail Address

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

AFFIDAVIT

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

1. His/her name is Bobby Calloway 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. x  Bobby Calloway, VP Finance-Steel

STATE OF North Carolina

COUNTY OF Mecklenburg

The foregoing instrument was subscribed, sworn to and acknowledged before me by Bobby Calloway on this the 8 day of February, 2023.

My Commission expires: 12/8/2027


NOTARY PUBLIC, STATE AT LARGE Vicky Connelly



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.Greenseal.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. All bids mailed must be submitted in the Ion Wave online portal at <https://lexingtonky.ionwave.net/>
 - 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

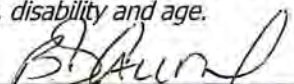
- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment 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.

x 
Signature Bobby Calloway, VP Finance-Steel

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.

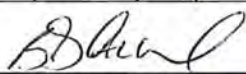
x 
Signature Bobby Calloway, VP Finance-Steel

2/8/2023
Date

WORKFORCE ANALYSIS FORM

Name of Organization: _____

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: x  VP, Finance Date: 02 / 08 / 2023
 (Name and Title) Bobby Calloway, VP Finance-Steel Revised 2015-Dec-15

CO= N563064

EQUAL EMPLOYMENT OPPORTUNITY

2021 EMPLOYER INFORMATION REPORT EEO-1

CONSOLIDATED REPORT

SECTION B - COMPANY IDENTIFICATION

1. WASTEQUIP LLC
6525 Carnegie Boulevard
SUITE 300
Charlotte, NC 28211

2.a. WASTEQUIP LLC
6525 Carnegie Boulevard
SUITE 300
Charlotte, NC 28211

c. EIN= 341598206

SECTION C - TEST FOR FILING REQUIREMENT

1- Y 2- Y 3- N DUNS= 608567756

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 541611 - Administrative Management and
General Management Consulting Services

SECTION D - EMPLOYMENT DATA

Table with columns: JOB CATEGORIES, HISPANIC OR LATINO (MALE, FEMALE), NOT-HISPANIC OR LATINO (WHITE, BLACK OR AFRICAN AMERICAN, NATIVE HAWAIIAN OR PACIFIC ISLANDER, ASIAN, AMERICAN INDIAN OR ALASKAN NATIVE, TWO OR MORE RACES), OVERALL TOTALS. Rows include EXECUTIVE/SR OFFICIALS & MGRS, FIRST/MID OFFICIALS & MGRS, PROFESSIONALS, TECHNICIANS, SALES WORKERS, ADMINISTRATIVE SUPPORT, CRAFT WORKERS, OPERATIVES, LABORERS & HELPERS, SERVICE WORKERS, TOTAL, and PREVIOUS REPORT TOTAL.

SECTION F - REMARKS

DATES OF PAYROLL PERIOD: 11/28/2021 THRU 12/4/2021

SECTION G - CERTIFICATION

CERTIFYING OFFICIAL: PAULA DYCHES
EMAIL: pdyches@wastequip.com

EEO1 REPORT CONTACT PERSON: PAULA DYCHES
EMAIL: pdyches@wastequip.com

CERTIFIED DATE [EST]: 5/11/2022 12:16 PM

TITLE: Director Human Resources
PHONE: 803-240-1372

TITLE: Director Human Resources
PHONE: 803-240-1372

**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@orwbc.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	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488



LFUCG MWDBE PARTICIPATION FORM
 Bid/RFP/Quote Reference # 18-2023

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.				
<p>No Subcontracting Opportunities exist in the fulfillment of this project.</p>				
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

2/8/2023
 Date

x 
 Company Representative Bobby Calloway

VP-Finance-Steel
 Title



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 18-2023

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

2/8/2023
Date

x 
Company Representative Bobby Calloway

VP-Finance-Steel
Title



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 18-2023

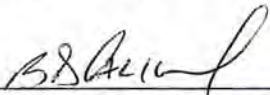
The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. 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.					
2.	<p>No Subcontracting Opportunities exist in the fulfillment of this project.</p>				
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

Date 2/8/2023

× 
Company Representative Bobby Calloway

VP-Finance-Steel
Title



LEXINGTON

MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 18-2023

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 Vicky Connelly
Address/Phone/Email (Bid Location) 841 Meacham Road Statesville, NC 28677	Bid Package / Bid Date 18-2023

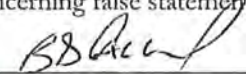
MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
No Subcontracting Opportunities 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

2/8/2023
Date

x 
Company Representative

VP-Finance-Steel
Title

Not Applicable



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 # 18-2023

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.

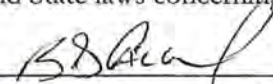
Wastequip Manufacturing Company LLC

Company

2/8/2023

Date

*



Company Representative Bobby Calloway

VP-Finance-Steel

Title

**AMENDMENT 1 —
CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS,
INCLUDING THE AMERICAN RESCUE PLAN ACT**

The Lexington-Fayette Urban County Government (“LFUCG”) may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor’s compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. 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.

The bidder (hereafter “bidder,” or “contractor”) agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act (“ARPA”), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.
3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
- (2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for

the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the subgrantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights

Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

15. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

a. The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200.323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.

* 

Signature Bobby Calloway, VP Finance-Steel

2/8/2023

Date



LEXINGTON

Lexington-Fayette Urban County Government
Division of Waste Management
Bid 18-2023 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

Cost for each:

Cost for 10 yard hooklift boxes:	<u>\$4,467.25</u>
Cost per load:	<u>\$1,435.65</u>
How many can you haul in a load?	<u>10</u>

Cost for 20 open top containers:	<u>\$5,218.00</u>
Cost per load	<u>\$1,435.65</u>
How many can you haul in a load?	<u>4</u>

Cost for 30 yard open top containers:	<u>\$5,697.00</u>
Cost per load:	<u>\$1,435.65</u>
How many can you haul in a load?	<u>4</u>

Cost for 40 yard open top containers:	<u>\$6,466.00</u>
Cost per load:	<u>\$1,435.65</u>
How many can you haul in a load?	<u>3</u>

Cost for 40 yard octagon receiver:	<u>\$8,454.00</u>
Cost per load:	<u>\$1,435.65</u>
How many can you haul in a load?	<u>2</u>

Cost for recycle hooklift box:	<u>\$9,367.00</u>
Cost per load:	<u>\$1,435.65</u>
How many can you haul in a load?	<u>3</u>

*Please see attached Notes to Pricing and Long Term Price Modifier for details and delivery information.



Notes to Pricing

Clarifications/Exceptions for Lexington-Fayette Urban County Government

Bid No.: INVITATION TO BID #18-2023 Open Top Containers

Bid Date: February 9, 2023

Page 24, LFUCG 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 3.5 #/ft cross members.

Wastequip offers 2 steel gussets welded to every other crossmember.

Wastequip offers one A-frame hook lift attachment but will need to know hook height and hoist model.

Wastequip offers Two rear 8 inch by 8-inch wheels with one 3/16 inch solid cold rolled shaft with zerk fittings (greasable).

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.

Bottom of side sheets and vertical side columns fully welded to floor plate.

- Seven 2 7/8 inch X 4 3/16 inch verticals.
- Side vertical columns on 36-inch centers.
- Tarp hooks on each vertical, 3 on front and door.

Door:

Wastequip offers 3 inch x 4 inch x 11ga tubing around door.

Wastequip offers ½ -inch plate heavy-duty steel hinges with 1 1/16 inch hinge pins.

Wastequip does not offer guide shoes.

Wastequip offers 3/8 inch safety chain with key hole type retainer door retainer chains.

General:

Wastequip offers Width: 8 feet outside and 84 inches inside.

Wastequip will need to know hook height.

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.



Delivery:

Delivery: Is estimated at 8-10 weeks After Receipt of fully executed approval drawings and order acknowledgement.

Delivery will be made to one location unless acknowledged otherwise. 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.

PLEASE NOTE CONTAINERS WILL BE SHIPPED NESTED/STACKED TO SAVE ON FREIGHT

CHARGES.

- Roll Off Containers: Containers will be nested meaning one container will be flipped on its side inside another container. Doors will be removed and shipped loose. Upon delivery and offloading customer will need to rehang doors. Touch up paint will be provided by request.



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, Kentucky bid labeled #18-2023 Open Top Containers with a bid opening date of February 13, 2023 at 2:00 PM.

Wastequip has listed on our inserted Note to Pricing page, equipment specification deviations, if any, 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 pricing driven by 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. **Wastequip does not acknowledge other indices to reflect market conditions.**

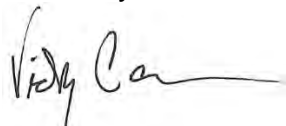
Due to our inability to continually absorb these raw materials cost increases, Wastequip issues, with each bid, a Long Term Price Modifier, which outlines our standard practices concerning the ever fluctuating steel market. This modifier not only protects Wastequip from vast fluctuations in steel price 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 (90) day period from date of bid opening. At award and at (90) 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 that reads "Vicky Connelly". The signature is written in a cursive style with a long horizontal flourish at the end.

Vicky Connelly

Bid/Contract Specialist

Direct: (800) 424-0422 Ext 09641

Email: vconnelly@wastequip.com



LONG TERM PRICE MODIFIER

1. **Fixed Pricing:** The Wastequip equipment pricing contained herein shall be effective for a period of Ninety (90) days beginning on the bid opening date or date of Wastequip quote. **After which, Wastequip reserves the right to review and adjust pricing to current market conditions, at its discretion.** 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. **Wastequip does not acknowledge any other indices to reflect market conditions.**

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: \$ 35.28 Dated 2/1/2023
 - 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 sixteen (16) 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 2022 Sourcing Event shall be \$ 35.28 Dated 2/1/2023 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 weighs 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 \$23.0/cwt (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 weighs 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

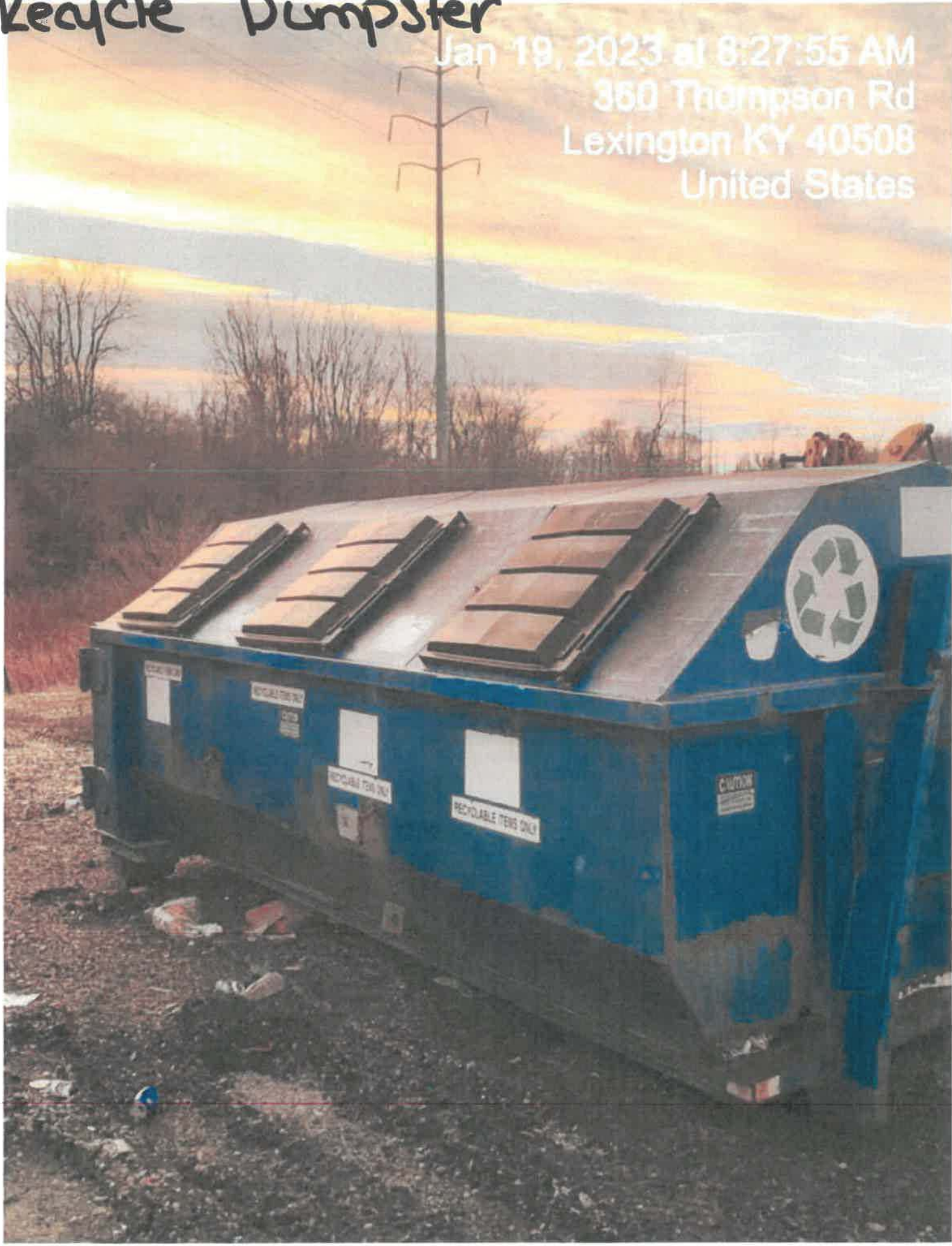
Recycle Dumpster

Jan 19, 2023 at 8:28:05 AM
360 Thompson
Lexington, KY

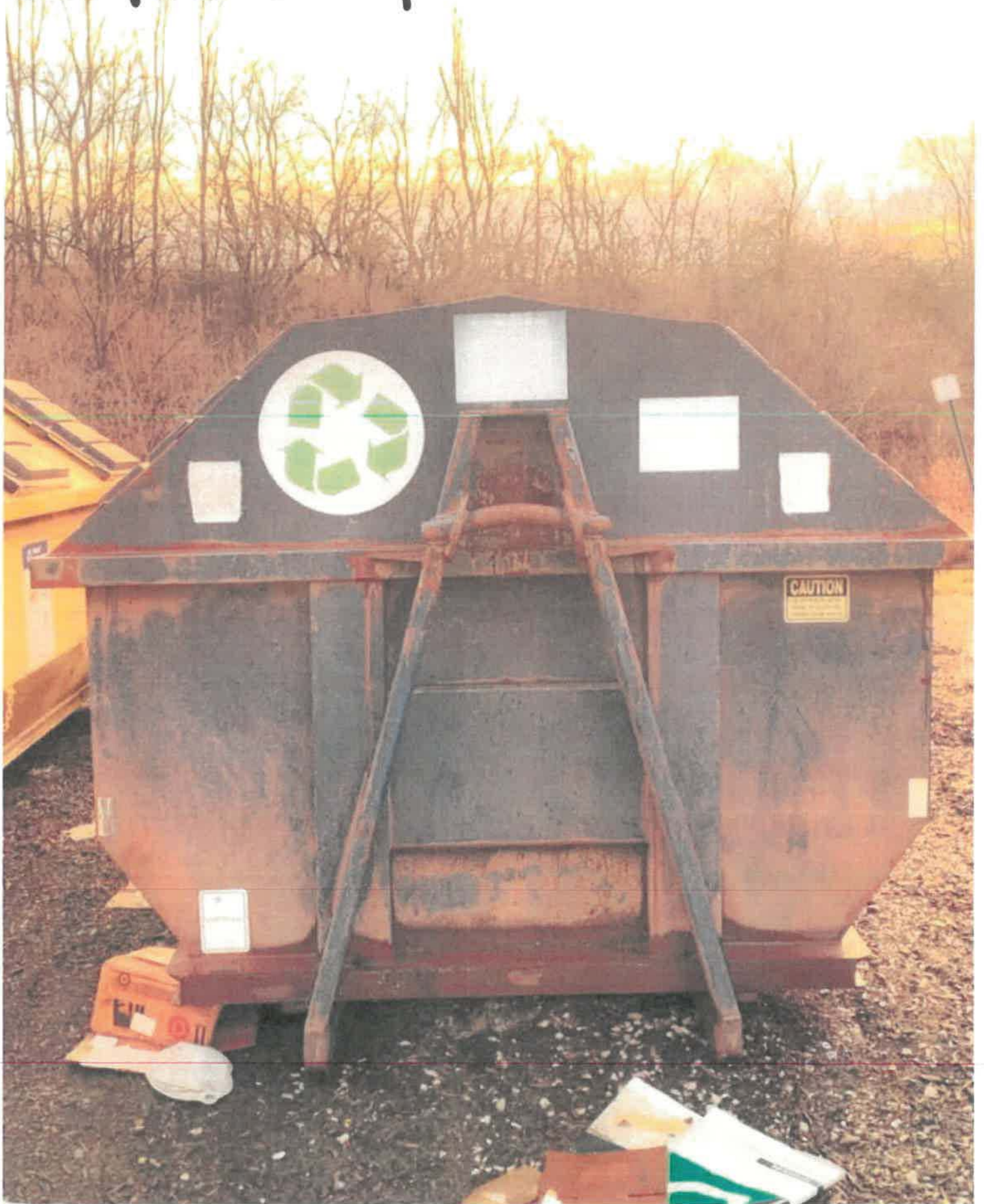


Recycle Dumpster

Jan 19, 2023 at 8:27:55 AM
350 Thompson Rd
Lexington KY 40508
United States



Recycle Dumpster



Recycle Dumpster

United States





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

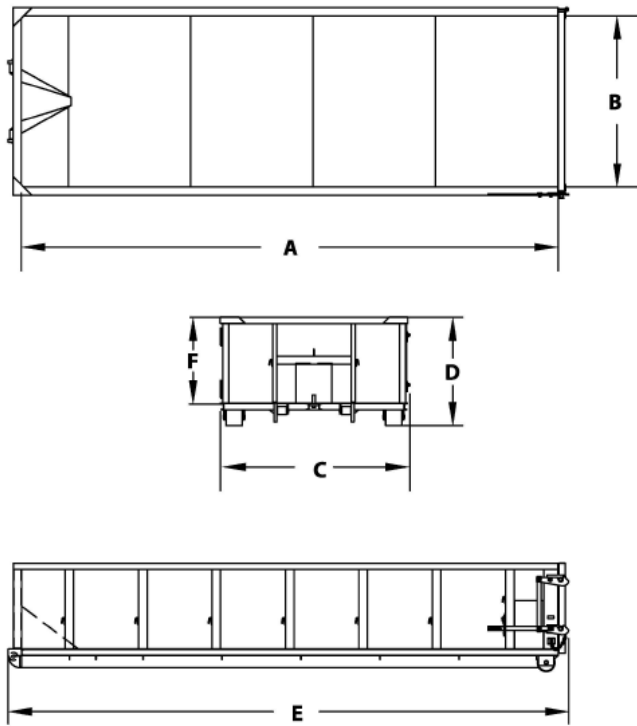
	Standard	Heavy-Duty (HD)
Floor Plate	7 gauge	1/4"
Sides	10 gauge	7 gauge
Cross Members	3" channels on 18" centers	3" channels on 18" centers
Hook / Hook Plate	1-1/4" hook with 1" plate	1-1/4" hook with 1" plate
Wheels	Two 8" x 8" greasable wheels*	Two 8" x 8" greasable wheels*
Rails	6" x 2" x 3/16" rectangular 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

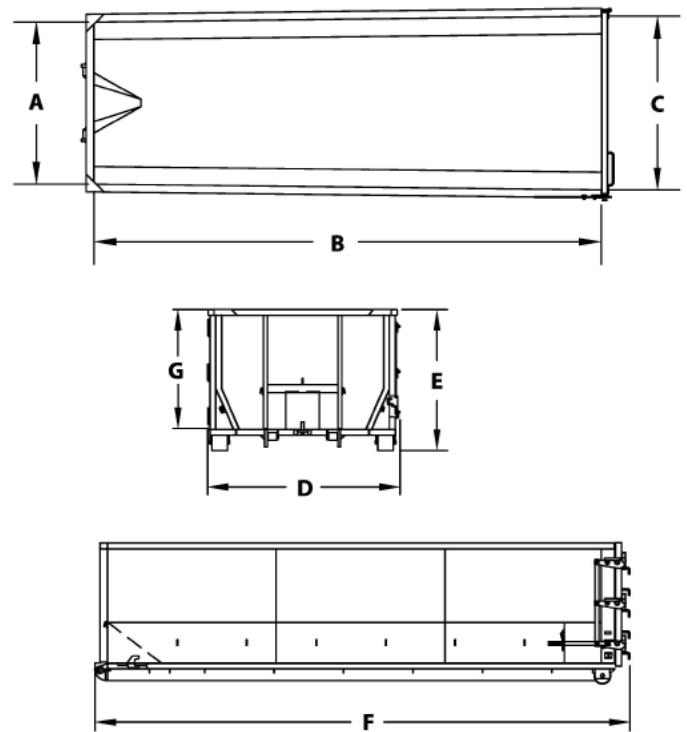
NOTE: Additional understructures and size configurations available.

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

Wastequip is the leading North American manufacturer of waste and recycling equipment for collecting, processing and transporting recyclables and solid or liquid waste. December 2016 © Wastequip, all rights reserved. Specifications subject to improvement without notice. Equipment displayed should be operated by properly trained personnel. Operators should become familiar with OSHA, ANSI and any other applicable standards or laws for using this equipment. Improper use, misuse, or lack of maintenance could cause injury to people and/or property. Photos used in the literature are illustrative only. We assume no liability or responsibility for proper training/operation of equipment not manufactured by Wastequip. We reserve the right to make changes at any time without notice. Information contained within this literature is intended to be the most accurate available at time of printing.

WASTEQUIP, LLC

WASTEQUIP PRODUCT LIMITED WARRANTIES, DISCLAIMERS OF WARRANTIES, LIMITATION OF LIABILITIES AND REMEDIES, AND LIMITED WARRANTY PERIODS

Wastequip warrants only Products of its manufacture, sold by Wastequip, or by a Wastequip authorized distributor, for normal and intended use and service and for specific periods against operational failure caused by proven defective material or workmanship. Wastequip's obligations under this warranty are limited to the repair, replacement or credit, as hereinafter provided at its option, of such Product and/or parts and components thereof. For Products (including parts and/or components) manufactured or supplied by other parties (including but not limited to engines, motor vehicles, special equipment, accessories, tires and fittings), Wastequip shall endeavor to provide such third-party manufacturer warranties, as applicable and to the extent such warranty is transferrable or assignable. All express or implied warranties are limited to those expressly provided herein; and Wastequip makes no other warranty or other duty of its own on any Product, including those warranted by any such third party, and expressly disclaims and does not obligate itself to any warranty on any Product, unless it delivers to Buyer a separate written certificate specifically warranting the Product. Buyer's must complete a Product Warranty Registration Form, where applicable (retaining a copy for Buyer's records) and provide proof of purchase or ownership.

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.

Buyer and Buyer's customers, end users or third parties assume all risk and liability for loss or damage resulting from the handling, use, storage, disposal or application of the Products delivered hereunder. Further, Buyer and as applicable, Buyer's customers, end users or third parties shall defend, indemnify and hold harmless Wastequip (and Wastequip's parent company, its subsidiaries, affiliates, successors or assigns and their respective directors, officers, shareholders and employees, individually and collectively "Indemnified Parties") against any and all claims, demands, judgments, loss, injury, death, damage, liability, deficiency, actions, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers arising out of or occurring in connection with the Products purchased from Wastequip and involving Buyer's and/or Buyer's customers', end users', or third parties' acts, omissions, negligence, misconduct, breach of Wastequip's Terms; or relating to a breach or non-fulfillment of any representation, warranty or covenant under this Agreement by Buyer or Buyer's personnel; or alleging or relating to any bodily injury, death of any person or damage to real or tangible personal property caused by the acts or omissions of Buyer or its personnel and/or Buyer's customers, end users, or third parties; or relating to a purchase of a Product by any person or entity purchasing directly or indirectly through Buyer and not directly relating to a claim of Limited Warranty breach; or relating to any failure by Buyer or its personnel and/or Buyer's customers, end users, or third parties to comply with any applicable laws or regulations. The right of Indemnified Parties to be indemnified and held harmless under the foregoing shall not be exclusive, but shall be in addition to any and all other rights and remedies to which Indemnified Parties may be entitled under this Agreement or otherwise.

Buyer and/or Buyer's customers, end users, or third parties agree to familiarize itself and keep informed (without reliance on Wastequip) with regards to any hazards to persons and/or property involved in handling, use, storage, disposal or application of the Products. Buyer and/or Buyer's customers, end users, or third parties shall advise its employees,

WASTEQUIP, LLC

customers, independent contractors and others who handle, use, store, dispose or apply such Products of any such hazards. Buyer and/or Buyer's customers, end users, or third parties represent and warrant that the Products sold by Wastequip will not be used in connection with any applications where failure or malfunction could create a situation in which personal injury or death is likely to, or could occur.

THESE LIMITED AND CONDITIONAL WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED REPRESENTATIONS, SPECIFICATIONS, WARRANTIES AND REMEDIES, HEREIN OR ELSEWHERE, OR WHICH MAY ARISE UNDER LAW OR EQUITY, OR PURSUANT TO ANY COURSE OF DEALING OR CUSTOM OR USAGE OF TRADE, AND WASTEQUIP EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR, SPECIFIED OR INTENDED PURPOSE OR USE OF THE PRODUCT, EXCEPT FOR WARRANTY OF TITLE. THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE SEPARATE WRITTEN WARRANTY REFERENCED ON THE FACE HEREOF. NON-PAYMENT SIXTY (60) DAYS PAST THE DATE OF AN INVOICE MAY VOID WARRANTY. DETERMINATION OF THE SUITABILITY OF THE PRODUCT COVERED BY THIS AGREEMENT FOR THE USE CONTEMPLATED BY THE BUYER OR BUYER'S CUSTOMERS IS THE SOLE RESPONSIBILITY OF THE BUYER IN CONNECTION THEREWITH; BUYER ASSUMES ALL RISK AND LIABILITY FOR LOSS, DAMAGE OR INJURY ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCIDENT TO THE USE OR POSSESSION OF THE PRODUCT FURNISHED UNDER THIS AGREEMENT, OR THE SUPPLYING OF PRODUCTS TO BUYER OR ANY SERVICES PROVIDED TO BUYER, ANY THIRD PARTY RIGHTS IN THE PRODUCTS OR ANY USE OF THE PRODUCTS OR THE RESULTS OR DECISIONS MADE OR OBTAINED BY USERS OF THE PRODUCTS, EVEN IF WASTEQUIP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 6100 Fairview Rd Ste 1400 Charlotte, NC 28210 704 543-0258	CONTACT NAME: Kiffany Bowen PHONE (A/C, No, Ext): 704-901-8620 E-MAIL ADDRESS: kiffany.bowen@usi.com		FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Crum & Forster Specialty Insurance Co.</td> <td>44520</td> </tr> <tr> <td>INSURER B : Liberty Mutual Insurance Company</td> <td>23043</td> </tr> <tr> <td>INSURER C : Liberty Mutual Fire Insurance Company</td> <td>23035</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Crum & Forster Specialty Insurance Co.	44520	INSURER B : Liberty Mutual Insurance Company	23043	INSURER C : Liberty Mutual Fire Insurance Company	23035	INSURER D :		INSURER E :		INSURER F :
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INSURER D :																
INSURER E :																
INSURER F :																

INSURED
HPC Parent, Inc.
 6525 Carnegie Blvd
 Suite 300
 Charlotte, NC 28211

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EPK139245	04/01/2022	04/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS2681053630462	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$			EFX120094	04/01/2022	04/01/2023	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WA568D053630432 22-23 (AOS) WC5681053630442 22-23 (WI)	04/01/2022	04/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Named Insureds

CURRENT LEGAL ENTITIES

Amrep Manufacturing Company, LLC
 Amrep, Inc.
 (See Attached Descriptions)

CERTIFICATE HOLDER

Wastequip, LLC
 6525 Morrison Blvd., Suite 300
 Charlotte, NC 28211

CANCELLATION

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

Paula B Bulman

DESCRIPTIONS (Continued from Page 1)

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

PRIOR LEGAL ENTITIES

Accurate Industries, Inc.
Big Dumpster Acquisitions, Inc.
Big Dumpster Holdings, Inc.
CDS Acquisition, LLC
Central Body & Hoist Service Co.
Cusco Fabricators, Inc.
Galbreath, Inc.
Galfab Acquisition, LLC
Menomonee WI Holding, LLC
Parts Place, Inc.
Refuse Parts Depot, LLC
Stepp Acquisition, LLC
Stepp Equipment Company
Toter, Inc.
Toter, Incorporated
Wastebuilt Distribution and Service, LLC
Wastebuilt Southeast, LLC
Wastebuilt Southwest, LLC
Wastequip Manufacturing Company Inc.
Wastequip, Inc.
WQD, Inc.

DBAs

Accurate
Accurate Industries
Accurate of Canada
Accurate of Ohio
Amrep
Confab
ContainerPros
Galbreath
Go To Parts
Holt
Holt Industries
Holt Specialty Equipment
May Fabrication
May Fabricators
May Manufacturing

DESCRIPTIONS (Continued from Page 1)

May Manufacturing and Distribution Corp.
May Properties
Mayfab
May-Fab
Mayfab-Waste Equipment
Mountain Tarp
Parts Place
Pioneer
Wastebuilt
Wastequip Accurate
Wastequip DBA Florida Can
Wastequip Indiana
Wastequip Manufacturing
Wastequip Manufacturing Company
Wastequip May Mfg Co
Wastequip Mfg Co DBA Industrial Refuse Sales
Wastequip Oregon
Wastequip Tennessee
Wastequip Texas
Wastequip WRX
Wastequip/Mayfab
Wasteware

Evidence of Insurance. FOR INFORMATION PURPOSES ONLY.

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.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ C

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.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
6525 CARNEGIE BLVD., SUITE 300

6 City, state, and ZIP code
CHARLOTTE, NC 28211

7 List account number(s) here (optional)

Requester's name and address (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 ▶	Date ▶ <u> 1/26/23 </u>
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General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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



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