



**VILLAGE OF WILMETTE
1200 Wilmette Ave
Wilmette, IL 60091**

Contract No. 23090

For:

COMMERCIAL SOLID WASTE REMOVAL SERVICES

With:

**Lakeshore Recycling Systems, LLC
5500 Pearl Street
Rosemont, IL 60018**

Note: This cover sheet is an integral part of the contract documents, as are all of the following documents, and are a part of this contract as executed between the Village of Wilmette and Lakeshore Recycling Systems, LLC. Do not detach any portion of this document. Invalidation could result.

1. The Agreement ("Agreement" or "Contract" as defined below) is to expressly state the agreed upon services provided to the Village of Wilmette ("Village") for Commercial Solid Waste Removal Services, which shall include, but be not limited to the with the collection of an unlimited amount of refuse, recycling and yard waste placed for collection at each collection stop; and to provide and furnish all labor, materials, equipment, supplies, vehicles, transportation, disposal, and other related services necessary and required to properly perform Commercial solid waste collection services ("Commercial Solid Waste Removal Services" or "Services" or "Work") per the Scope of Services in Attachment One ("Attachment One"), Attachment Two ("Attachment Two"), Attachment Three ("Attachment Three") and Attachment Four ("Attachment Four"), collectively the Attachments ("Attachments") of this document. The Agreement is for the proposal offered by Lakeshore Recycling Systems, LLC ("Contractor") to the Village. The Village and the Contractor shall be collectively referred to as the "Parties".

2. This Addendum is made pursuant to the proposal dated August 18, 2023, and revised on October 05, 2023, attached as Attachment One. Together this Addendum and the Attachments shall comprise the Agreement (or Contract) between the Parties.

3. Incorporation. The Agreement shall not be effective unless this Addendum is also executed by the Parties.

4. Contract Term. The Initial Contract Term shall begin on January 01, 2024, and end on the close of business on December 31, 2031. After expiration of the Initial Contract Term, the Contract may be extended for up to two (2) additional two (2) year Extended Contract Term by written agreement signed by both Parties. Contractor shall notify the Village of its desire to extend the Contract, in writing or via electronic mail, at least 180 days prior to the expiration of the Initial Contract Term, or any such Extended Contract Term.

5. Administrative Fee. The Contractor shall remit to the Village an administrative fee of \$100,000.00 is 2024 in four equal quarterly payments, due on the first business day of the first month of the following quarter, and each quarter thereafter. The administrative fee shall be included in the commercial rates in Attachment One and shall not be separately listed on the monthly bills to the commercial entities.

The administrative fee shall increase by \$1,000.00 at the beginning of each calendar year commencing on January 01, 2025.

6. Payment. Contractor shall submit invoices by email to AP@wilmette.com and must include the Village's Purchase Order number prominently displayed on page one (1) of the invoice. Payment of invoices with the Village's Purchase Order number will be due within 30 days of completion of the Work, acceptance of the Work by the Village and receipt at either AP@wilmette.com or at the above mailing address. Invoices received without the Village's Purchase Order number will be due within 45 days of completion of the Work, acceptance of the Work by the Village and receipt at either AP@wilmette.com or at the above mailing address.

7. Withholding. Notwithstanding the terms herein, and without prejudice to any of its other rights or remedies, the Village shall have the right to withhold from any payment that may be or

become due such amount as may reasonably appear necessary to compensate for any loss or damage for which the Contractor is liable; state or local sales, use or excise taxes that may have been paid by Contractor or any of its Subcontractors; any lien or claim of subcontractors or suppliers regardless of merit; inability of the Contractor to perform the Work; or any other failure by the Contractor to perform any of its obligations under the Contract. The Village shall be entitled to retain any and all amounts so withheld until the Contractor either performs the outstanding obligation or furnishes security in a form acceptable to the Village for such performance. If Contractor cannot perform such work or provide security in a form acceptable to the Village, the Contractor shall forfeit its rights to any such compensation and such compensation may be withheld by the Village.

8. Tax Exempt. The Village is a tax-exempt Village. The Village's Department of Revenue Tax Exempt ID # is E9998-1106-07. Contractor shall not charge the Village any tax incurred by the Contractor for these services.

9. Scope of Work. The scope of Work sought by the Village shall include the provision of all required labor, materials, equipment, and expertise related to the Work as outlined in the Attachments. The Village reserves the right to adjust or expand the scope of Commercial Services required herein, upon thirty (30) days prior written notice to the Respondent, to accommodate changes in the definition of Commercial Solid Waste. The Village and the Contractor agree to negotiate an equitable adjustment to the Contractor's compensation under this Agreement required as a result of any adjustment or expansion of Services. Unless otherwise agreed by the Contractor, in no event shall the adjustment or expansion of the scope require the Contractor to redirect the disposal of solid waste or recyclables collected under this Agreement.

10. Coordination of Work. Contractor shall be in charge of and responsible for the coordination, scheduling, performance and sequence of all elements of the work unless otherwise stated.

11. Supervision of Work. Contractor shall properly supervise the performance of the Work so as to ensure its completion in a timely manner, safely, accurately, and in accordance with the requirements of the contract documents. Contractor shall be fully responsible and assumes liability for the acts and omissions of all persons directly or indirectly employed by, or working at the direction of, the Contractor in the completion of the work.

12. Quality of the Work. Contractor shall perform all Work required of it under this Contract with that degree of skill, care and diligence normally shown by a Contractor performing Work of a scope and purpose and magnitude comparable with the nature of the Work to be provided under this Contract.

13. Title to Solid Waste and Recyclables. Title to all Commercial Solid Waste, Recycling and Composting materials shall pass to the Contractor when the materials are placed into the collection vehicle.

14. Warranties. Contractor agrees to provide warranty coverage per the Attachments, and to cooperate with Village in the event Village makes any warranty claim.

15. Timing of Work. No Work shall be done prior to the receipt of a mutually agreed to and signed contract and a Village Purchase Order signed by the Village.

16. Limitation of Remedy. Village's liability to Contractor for breach of this Contract shall be limited to amounts due for acceptable goods and services already received or performed and not paid for, not to exceed the Total Contract Amount.

17. Relationship of the Parties. The Contractor shall act as an independent contractor in providing and performing all work. Nothing in or done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Village and the Contractor; or (2) to create any relationship between the Village and any subcontractor of the Contractor.

18. No Collusion. The Contractor represents and certifies that this Contract is made by the Contractor without collusion with any other person, firm, or corporation. If at any time it shall be found that the Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then the Contractor shall be liable to the Village for all loss or damage that the Village may suffer, and this Contract shall, at the Village's option, be null and void.

19. Licensure and Compliance with Laws. Contractor represents that it has all necessary licenses and permits to perform its services in the State of Illinois and the Village, and that at all times it shall comply with all applicable laws, regulations and rules promulgated by any federal, state, local or other governmental authority or regulatory body pertaining to all aspects of the Work. Contractor shall review and where appropriate certify its compliance with certain laws as provided for in the Certification of Compliance attached.

20. Amendment. No amendment or modification to the Contract shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed by both the Village and the Contractor.

21. Assignment. The Contract may not be assigned by the Village or by the Contractor without the prior written consent of the other party.

22. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally recognized private express courier:

<u>Contractor</u>	<u>Village</u>	<u>with a copy to:</u>
Lakeshore Recycling Systems, LLC	Director	Corporation Counsel
5500 Pearl Street	Engineering & Public Works	Village of Wilmette
Rosemont, IL 60018	711 Laramie Avenue	1200 Wilmette Ave
Attn: _____	Wilmette, IL 60091	Wilmette, IL 60091

23. Binding Effect. The terms of this Contract shall bind and inure to the benefit of the parties hereto and their agents, successors, and assigns.

24. No Third-Party Beneficiaries. No claim as a third-party beneficiary under the Contract by any person, firm, or corporation other than the Contractor shall be made, or be valid, against the Village.

25. Waiver. No waiver of any provision of the Contract shall be deemed to or constitute a waiver of any other provision of the Contract (whether or not similar) nor shall any such waiver be deemed to constitute a continuing waiver unless otherwise expressly provided in this Contract.

26. Contractor's Insurance Requirements. At the time of execution of the Agreement, Contractor shall furnish to the Village satisfactory proof of the required insurance coverage stated below. Such proof shall consist of certificates executed by the respective insurance companies together with executed copies of an "*Additional Insured Endorsement*" provided on standard Insurance Service Office ("ISO") forms which shall be made a part hereof. Use of "manuscript" or other non-standardized ISO forms is not acceptable. Said certificates shall expressly provide that, for the duration of the Agreement, the insurance policy shall not be suspended, cancelled, or reduced in coverage or amount. In addition, said certificates shall name the Village and its corporate authorities, officers, agents and employees as additional insured's on all required insurance policies.

Contractor shall procure and maintain without interruption from the time of the execution of the Contract until final payment, insurance against all claims for injury to or death of a person or persons or damage to property, which may arise wholly or in part from the performance of the work hereunder by Contractor or its subcontractors. The scope of coverage shall be at least as broad as, and shall be in amounts not less than, the following:

- a. Commercial General Liability, \$1,000,000 combined single limit per occurrence for personal bodily injury and property damage. The general aggregate shall be no less than \$2,000,000;
- b. Umbrella Coverage, \$5,000,000 per occurrence;
- c. Business Auto Liability, \$1,000,000 combined single limit for bodily injury and property damage;
- d. Workers Compensation – covering all liability of the Contractor arising under the Worker's Compensation Act and Workmen's Occupational Disease Act; Employers Liability \$1,000,000.00 (the policy shall include a 'waiver of subrogation'); and,
- e. Environmental Impairment / Pollution Liability: \$4,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs - arising from pollution incidents, with coverage extending to non-owned disposal sites resulting from a pollution incident at, on or migrating beyond the site; and also, for coverage for incidents occurring during transportation of pollutants.

All insurance required herein of Contractor shall be valid and enforceable policies, insured by insurers licensed and permitted to do business by the State of Illinois or surplus line carriers qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A-, VII or better by A.M. Best Company.

Contractor shall require all subcontractors not protected under the Contractor's policies to take out and maintain insurance of the same nature, in the same amounts and under the same terms as required herein of Contractor. Contractor shall confirm subcontractor compliance with the requirements stated herein prior to the performance of any work by a subcontractor.

Contractor expressly understands and agrees that any bonds or insurance policies required to be maintained shall in no way limit, to any extent, Contractor's responsibility to indemnify,

keep and save harmless and defend the Village its officers, agents, employees, representatives, and assigns. Contractor's insurance coverage shall be primary as respects to any insurance or self-insurance maintained by the Village, which insurance of the Village shall be excess of Contractor's insurance and shall not contribute with it.

27. Performance and Payment Bonds. At the time of execution of the Contract, Contractor, at its sole cost and expense, shall furnish to the Village satisfactory Performance and Payment Bonds for one hundred (100) percent of the annual Contract Amount, but in no event less than one million dollars (\$1,000,000.00). Said bonds shall be in a form and with sureties acceptable to the Village. The Bonds shall provide that notice to surety shall not be required in the event of contract amendment or extension or in the event of the Village initiating solid waste collection services as allowed under the Contract.

Surety companies executing bonds must appear on the Treasury Department's most current list as published in Circular No. 570 and be authorized to transact business in the State of Illinois. Said bonds shall provide that they do not terminate upon completion of the Work but shall be reduced to ten (10) percent of the Contract Amount upon final payment for a period of one (1) year. Failure to furnish the required bonds within the time specified may be cause for withdrawal of the award.

28. Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Contractor agrees to indemnify and defend the Village from and against all such loss, expense, damage, or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Contractor's employees, except to the extent those claims arise as a result of the Village's own negligence.

29. General indemnification. To the fullest extent permitted by law, the Contractor will indemnify, defend and hold harmless the Village, any other governmental agency providing funding for all or any portion of the Contract sum, and their officers, directors, employees, agents, affiliates and representatives, from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys' fees, arising or resulting from, or occasioned by or in connection with (i) the performance by the Contractor, its employees, agents and subcontractors, of the services and other duties and obligations under this Contract, (ii) any act or omission to act by the Contractor, its employees, agents and subcontractors, anyone directly or indirectly employed by them, their agents or anyone for whose acts they may be liable, and/or (iii) any breach, default, violation or nonperformance by the Contractor of any term, covenant, condition, duty or obligation provided in this Contract. This indemnification, defense and hold harmless obligation will survive the termination or expiration of this Contract, whether by lapse of time or otherwise. This indemnification obligation will not be limited (i) by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any other party under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts, or (ii) pursuant to any common law or case law.

30. Intellectual Property. Contractor represents and warrants that it has the full legal power and authority to grant any and all licenses of materials used by the Contractor for this Agreement and

hereby grants to the Village any and all such licenses and unrestricted use thereof. The Village shall own, without restriction or limitation, all text, graphics, designs, renderings, images, logos, social media posts, audio visual materials, tag lines, processes, ideas and any and all other content in any and all formats (collectively "Intellectual Property") created by or provided by Contractor, Contractor's employees or Contractor's independent contractors for purposes of fulfilling the terms of this Agreement. Contractor will ensure that all independent contractors have written agreements in place that transfers ownership of all Intellectual Property created by them or provided by them to the Village, without restriction or limitation.

Contractor represents and warrants that all Intellectual Property provided to the Village by Contractor will not infringe on any copyrights, trademark rights, patent rights, trade secrets or other rights of any third-party. Contractor agrees to indemnify, defend, and hold Village harmless from and against any loss, cost, damage, liability, or expense (including attorney's fees and other reasonable litigation expenses) suffered or incurred by Village in connection with any such infringement claim by any third-party. If a claim is made or an action brought that the materials provided (or any component thereof) to the Village, infringes a third-party patent, copyright, or trademark, or misappropriates any trade secret or other intellectual property right, then Contractor will defend Village from, in the manner and form determined in the sole discretion of the Village, and indemnify and hold harmless Village against, such claim and any resulting costs, damages and attorneys' fees arising out of or incurred as a result of such claim, together with all amounts finally awarded or agreed to in settlement. The Village shall have sole control of the defense and all related settlement negotiations at the Contractor's expense. Contractor agrees to cooperate fully in any investigation, defense or settlement of such claim or action.

If the Village is enjoined from using any Intellectual Property due to an actual or claimed infringement of any patent, trademark, or copyright or other property right or for any other reason, then at Contractor's option, Contractor shall promptly either: (i) procure for the Village, at Contractor's expense, the right to continue using the Intellectual Property; or (ii) replace or modify the Intellectual Property, at Contractor's expense, so that the Intellectual Property become non-infringing.

Contractor shall assist the Village in protecting its ownership of the Intellectual Property. Such assistance shall include, without limitation, providing such assistance as may be necessary for the Village to obtain registrations for its rights in and to any Intellectual Property solely in the name of Village and to enforce its rights in such Intellectual Property.

These Intellectual Property rights, representations, warrants and protections will survive the termination or expiration of this Agreement, whether by lapse of time or otherwise.

31. Geographical Information. All digital geographical information used in the performance of the Contract is the property of the Village, including all information obtained, collected, corrected, or created by the Contractor in their completion or pursuit of the Contract.

32. Use of Village's Name, Employee Name(s), or Image(s). The Contractor shall not use or permit the use of the Village's name and/or logo, Village Employee Name(s) or Village or Employee images or references to its Work in any advertising or promotional materials, regardless of media, without the express written consent of the Village.

33. Exclusivity. The Contractor shall be the sole and exclusive agent of the Village to provide the Commercial Solid Waste Removal Services.

34. Contract Termination. The Village reserves the right to terminate the Contract in whole or in part, upon sixty (60) calendar day's written notice to the Contractor. The Contractor reserves the right to terminate the contract in whole or in part, upon one hundred and eighty (180) calendar day's written notice to the Village. Either Party further reserves the right to terminate the whole or any part of this Contract, in the event of default by the other Party as defined herein. Regardless of the reason for termination, the Parties agree that Services will not be restricted and/or terminated for at least one hundred and eighty (180) days.

35. Default. Default is defined as failure of the Contractor to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. The Contractor shall be liable for any related costs that occur as a direct or indirect result of default.

- a. All Terms are Material. All terms and conditions of the Contract are material and therefore, failure to perform any of said conditions on the part of the Contractor shall be considered an event of default and breach of contract. Should Contractor fail to perform any of said terms or conditions, the Village reserves the right to terminate the whole or any part of the Contract immediately.
- b. Additional Events of Default.
 - i. Failure of the Contractor to adhere to the approved collection schedule shall be considered an event of default under the Contract and the Village reserves the right to terminate the Contract and seek all relief and remedies.
 - ii. If the Contractor fails to observe the established schedule for more than two (2) consecutive working days, the Village shall serve notice to Contractor that it shall be deemed to be in default if the Contractor does not take action to re-establish the schedule within twenty-four (24) hours of said notice. If at the end of the twenty-four (24) hour period, the Contractor has not made the necessary corrections, the Village may take such steps as are necessary to provide collection services according to the required collection schedule. The Contractor will be liable for any and all increased or additional costs incurred by the Village from the date of the notice of default.
 - iii. Contractor shall also be deemed in default if the Contractor: 1) is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of creditors or if a trustee or receiver is appointed for the Contractor or for any of the Contractor's property on account of the Contractor's insolvency, and the Contractor or its successor in interest does not provide adequate assurance of future performance in accordance with the Contract within five (5) days of receipt of a request for assurance from the Village; 2) repeatedly fails to supply sufficient skilled workmen or suitable vehicles or equipment; 3) repeatedly fails to make prompt payments to Subcontractors or suppliers at any tier, or for labor, materials or equipment; 4) disregards laws, ordinances, rules, codes, regulations, orders or similar requirements of any public

entity having jurisdiction; or 5) otherwise violates any term of the Contract and fails to cure such violation within five (5) days of receipt of a notice from the Village.

- iv. If Contractor shall assign this Contract or abandon the Work or shall neglect or refuse to comply with the instructions of the Village relative thereto or shall fail in any manner to comply with the specifications or stipulations herein contained or if at any time the Village shall be of the opinion that the Work is unnecessarily delayed or that unnecessary inconvenience is being imposed upon the public or unnecessary expense is being incurred by the Village, the Village shall notify the Contractor, in writing, to that effect. If the Contractor does not, within (24) twenty-four hours thereafter, take such measures as will in the judgment of the Village ensure the satisfactory performance of the solid waste collection services so as to prevent unnecessary inconvenience to the public or prevent unnecessary expense to the Village, then the Village may take such actions as deemed necessary, at the sole cost to Contractor or its sureties, to correct such delay and may declare Contractor to be in default and terminate the Contract.
- v. In the event of default and termination, the Village shall have the right, without further notice to Contractor or its sureties, to draw on the performance and/or payment bonds and Contractor shall not be entitled to any claim for lost profits due to the termination of the Contract by the Village.
- vi. All particulars as to the manner, method, equipment used, collection and transporting refuse within Village shall be at all times subject to the supervision, revision, regulation and control of the Village, and failure to obey any order or regulation shall constitute a breach of contract by the Contractor.
- vii. Delays that are occasioned by Holidays, or by daily (any 24-hour period) precipitation of four (4) inches or more of rain, or eight (8) inches or more of snow, may or may not, in the discretion of the Village, be deemed to constitute default under the Contract.
- viii. If the Contractor fails to provide or maintain in full force and effect the insurance coverage and/or bonds required herein at any time during the term of this Contract, this shall be deemed a default under the Contract.
- ix. Force Majeure. Contractor shall not be deemed in violation of the Contract for the delay in its performance or failure to perform in whole or in part its obligations under the Contract due to an act of war (whether an actual declaration is made or not), insurrection, riot, act of public enemy, fire, flood or other acts of God or by other events to the extent that such events are caused by circumstances beyond the Contractor's control and are not caused by Contractor's negligence or anyone acting on its behalf; provided, however, that strikes or work stoppages by Contractor's own work forces shall not be considered events caused by circumstances beyond the Contractor's control. In the event that the delay in performance or failure to perform affects the Contractor's capacity to perform its obligations under the Contract, the Contractor shall perform such obligations to the extent it is able to do so in as expeditious a manner as possible. The Contractor shall promptly, but in no event

later than (24) twenty-four hours, notify the Village in writing of any event covered by this Section and the date, nature, and cause thereof. Such notice shall indicate the anticipated extent of such delay and the obligations under this Contract to be affected thereby. Acts of God or other events shall not include any pandemic or epidemic related to COVID-19 or any other like disease unless there is a declaration expressly halting the Work to be performed in this contract by the Federal, State or Village governments.

36. No Liability of Public Officials. No official, employee or agent of the Village will be charged personally by the Contractor, or by any assignee, with any liability or expenses of defense or be personally liable to them under any term or provision of this Contract, or because of the Village's execution or attempted execution, or because of any breach hereof.

37. Change In Status. The Contractor shall notify the Village immediately of any change in its status resulting from any of the following: (a) Contractor is acquired by another party; (b) Contractor becomes insolvent; (c) Contractor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) Contractor ceases to conduct its operations in normal course of business. The Village shall have the option to terminate its contract with the Contractor immediately on written notice based on any such change in status.

38. Subletting of Contract. The Contractor may sublet portions of the work; however, each subcontract must be approved by the Village in writing prior to commencement of work. Subcontractors shall conform, in all respects, to the applicable provisions specified herein for the Contractor and shall be subject to approval by the Village. Contractor shall not employ any subcontractor, either initially or as a substitute, against whom the Village has a reasonable objection.

Subcontractors shall be under the sole direction, authority and responsibility of the Contractor and Contractor shall take all steps necessary to ensure that subcontractors comply with the Contract requirements. The work to be done by the subcontractors shall be outlined in detail by the Contractor.

Contractor shall be fully responsible to the Village for any and all acts and omissions of the Contractor's suppliers, subcontractors and others performing or furnishing any of the Work directly or indirectly on behalf of the Contractor.

Upon receipt of payments from the Village, Contractor shall promptly pay each subcontractor (and/or supplier) amounts due and owing to said subcontractor, reflecting the percentage actually retained from payments to the Contractor on account of such subcontractor's work. Contractor shall require in any contract with subcontractors that each Subcontractor make payments to their subcontractors, vendors, and suppliers in similar manner.

In no case shall the Village's consent relieve the Contractor from its obligation or change the terms of the contract. At all times the Contractor shall maintain no less than fifty-one (51) percent of the dollar value of the contract by direct employees of the Contractor.

39. Illinois Freedom of Information Act. Contractor agrees to furnish all documentation related to this Contract and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) days after Village

issues notice of such request. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Contractor's actual or alleged violation of the FOIA or Contractor's failure to furnish all documentation related to a request within five (5) days after Village issues notice of a request.

Furthermore, should Contractor request that Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Contractor agrees to defend, indemnify, and hold harmless the Village, and agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by Contractor's request to utilize a lawful exemption to the Village.

40. Conflict of Forms. In the event of a conflict between the terms in this Contract, the Attachments to the Contract and/or any other terms accompanying any other documents submitted to the Village by Contractor, the terms of the Contract shall control.

41. Governing Law and Venue. This Contract shall be governed by the laws of the State of Illinois. Venue for any and all actions to enforce this Contract shall be the Circuit Court of Cook County, Illinois.

42. Entire Agreement. This Contract contains all negotiations, agreements, covenants and understandings between the Parties and supersedes any such prior written or oral agreement. This Contract may not be modified or amended unless such modification or amendment is evidenced in writing, signed by both Parties and dated on the same date as, or later date than, the date of this Contract.

43. Waiver. The failure of either Party to enforce any term, condition, or covenant (herein referred to as "provision") of this Contract shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with such provision and every other provision of this Contract. No provision of this Contract shall be deemed to have been waived by either Party unless such waiver is in writing by said Party.

44. Survival. The aforesaid covenants, agreements, representations, guarantees and warranties shall survive the expiration or termination of the Contract.

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45. Effective Date. The Contract shall be binding on the parties and effective only as of the date fully executed by both parties.

THE VILLAGE OF WILMETTE, ILLINOIS

Accepted this _____ day of _____, 2023.

Michael N. Braiman, Village Manager

Attest: _____
Cliff Ruemmler, Deputy Village Clerk

FOR THE CORPORATION

An officer duly authorized by the corporation shall sign here:

Accepted this _____ day of _____, 2023.

Signature

Position/Title

Print Name

Print Company Name

ATTACHMENT ONE

CONTRACTOR'S PROPOSAL DATED AUGUST 18, 2023, AND REVISED OCTOBER 05, 2023.

REQUIRED SERVICES PRICE SHEETS COMMERCIAL SOLID WASTE REMOVAL SERVICES

LRS _____ hereby agrees to furnish to the Village all necessary vehicles, equipment, materials, and labor to complete the Work as outlined herein in accordance with the provisions, instructions and Scope of Services of the Village in Attachment Three for the prices provided herein. Pricing for items in the Required Services section are mandatory for the Respondent to provide (unless otherwise noted below) and shall be made part of the Contract.

SOLID WASTE Commercial Sector - Price Matrix (Year One Monthly Rate per Customer)								
Collections per Week		1X	2X	3X	4X	5X	6X	7X
Container Size	65 Gallon	\$28.00	\$60.00	\$96.00	\$128.00	\$160.00	\$192.00	\$224.00
	95 Gallon	\$28.00	\$60.00	\$96.00	\$128.00	\$160.00	\$192.00	\$224.00
	1yd	\$38.00	\$78.00	\$115.00	\$160.00	\$200.00	\$240.00	\$280.00
	1.5yd	\$50.00	\$94.00	\$138.00	\$184.00	\$240.00	\$280.00	\$360.00
	2yd	\$56.00	\$110.00	\$165.00	\$224.00	\$290.00	\$350.00	\$430.00
	2 yd compactor	\$135.00	\$200.00	\$300.00	\$425.00	\$530.00	\$630.00	\$750.00
	4yd	\$120.00	\$230.00	\$330.00	\$445.00	\$565.00	\$672.00	\$795.00
	6yd	\$145.00	\$280.00	\$415.00	\$554.00	\$725.00	\$900.00	\$1,025.0
	6yd Compactor	\$380.00	\$740.00	\$1,150.0	\$1,520.0	\$1,900.0	\$2,280.0	\$2,680.0
	8yd	\$170.00	\$330.00	\$480.00	\$670.00	\$840.00	\$1,000.0	\$1,160.0

RECYCLING Commercial Sector - Price Matrix (Year One Monthly Rate per Customer)								
Collections per Week		1X	2X	3X	4X	5X	6X	7X
Container Size	65 Gallon	\$20.00	\$42.00	\$70.00	\$94.00	\$118.00		
	95 Gallon	\$20.00	\$42.00	\$70.00	\$94.00	\$118.00		
	1yd	\$35.00	\$70.00	\$105.00	\$140.00	\$175.00		
	1.5yd	\$39.00	\$78.00	\$117.00	\$156.00	\$195.00		
	2yd	\$42.00	\$84.00	\$124.00	\$168.00	\$210.00		
	4yd	\$75.00	\$140.00	\$210.00	\$290.00	\$350.00		
	6yd	\$85.00	\$170.00	\$250.00	\$335.00	\$420.00		
	8yd	\$110.00	\$220.00	\$350.00	\$470.00	\$590.00		

**REQUIRED SERVICES PRICE SHEETS
COMMERCIAL SOLID WASTE REMOVAL SERVICES
(Continued)**

ROLLOFF Solid Waste	Flat Rate Per Haul
15YD Open Top	\$370 (3/TON)
20YD Open Top	\$450 (4/TON)
30YD Open Top	\$535 (5/TON)
30YD Compactor	\$550 (5/TON)
30YD Self-Contained Compactor	\$550 (5/TON)
42YD Compactor	\$620 (6/TON)

**REQUIRED ADMINISTRATIVE FEE
COMMERCIAL SOLID WASTE REMOVAL SERVICES**

The Respondent shall propose an annual administrative fee to be remitted to the Village in four equal quarterly payments.

Proposed Initial Administrative Fee

January 1, 2024 – December 31, 2024: \$100,000

Proposed Annual Adjustments:

January 1, 2025 – December 31, 2025: \$101,000

January 1, 2026 – December 31, 2026: \$102,000

January 1, 2027 – December 31, 2027: \$103,000

January 1, 2028 – December 31, 2028: \$104,000

January 1, 2029 – December 31, 2029: \$105,000

January 1, 2030 – December 31, 2030: \$106,000

January 1, 2031 – December 31, 2031: \$107,000

OPTIONAL SERVICES PRICE SHEET COMMERCIAL SOLID WASTE REMOVAL SERVICES

Pricing for items in the Optional Services section are not mandatory for the Respondent to offer but are of interest to the Village and may be part of the contract.

Desired Optional Services

A compost program. The Village is interested in offering composting services at a seasonal or year-round program for entities covered under the commercial contract.

SEASONAL COMPOSTING Commercial Sector - Price Matrix (Year One Monthly Rate per Customer)								
Collections per Week		1X	2X	3X	4X	5X	6X	7X
Container Size	65 Gallon	\$64.95	\$129.90	\$194.85	\$259.80	\$324.75		
	95 Gallon	\$77.94	\$155.88	\$233.82	\$311.76	\$389.70		
	1yd							
	1.5yd							
	2yd							
	4yd							
	6yd							
	8yd							

Seasonal composting timing: Approximate Start ____April____

Approximate End ____ November____

YEAR-ROUND COMPOSTING Commercial Sector - Price Matrix (Year One Monthly Rate per Customer)								
Collections per Week		1X	2X	3X	4X	5X	6X	7X
Container Size	65 Gallon	\$64.95	TBD	TBD	TBD	TBD		
	95 Gallon	\$77.94	TBD	TBD	TBD	TBD		
	1yd							
	1.5yd							
	2yd							
	4yd							
	6yd							
	8yd							

**ANNUAL PRICING ADJUSTMENTS
COMMERCIAL SOLID WASTE REMOVAL SERVICES**

The contract term is expected to run from January 01, 2024, to December 31, 2031. Describe below the proposed annual price adjustments to the Services billed to the Customer noted herein and the period they relate to. Please note if there are differences in the annual price adjustments between the required services and the optional services:

Annual price increases will be 3.5% annually

**FUEL SURCHARGE
COMMERCIAL SOLID WASTE REMOVAL SERVICES**

The contract term is expected to run from January 01, 2024, to December 31, 2031. Describe below the proposed annual price adjustments to the Services billed to the Customer noted herein and the period they relate to. Please note if there are differences in the annual price adjustments between the required services and the optional services:

We are not proposing a fuel surcharge, rather we are proposing a catastrophic fuel surcharge

if diesel prices (a proxy for all energy) exceeds \$6.00 per gallon.

SIGNED AND SWORN THIS 5 DAY OF OCTOBER 2023.

Entity Name:

LRS

Entity Type: (circle one)

Individual, d/b/a, Corporation, LLC, LLP, Joint Venture, Partnership, Other

**Authorized
Signature:**



Name / Title: (Print)

BELL KENNEY / MUNI MGR

Mailing Address:

5500 PEARL STREET, STE 300

City/State/Zip:

ROSEMONT, IL 60018

Phone / Email:

773-685-8821

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Village of Wilmette
Addendum 02



VILLAGE OF WILMETTE

COMMERCIAL SOLID WASTE REMOVAL SERVICES

1200 WILMETTE AVENUE
WILMETTE, IL 60091

SUBMITTED BY:



**5500 Pearl Street
Rosemont, IL 60018**

Page 13.7
Village of Wilmette

August 18, 2023

Mr. Erik Hallgren – Assistant Village Manager
Village of Wilmette
1200 Wilmette Avenue
Wilmette, IL 60091

Re: Commercial Solid Waste Removal Services

Dear Erik,

On behalf of LRS, I am grateful for this opportunity to provide the Village of Wilmette with a bid for its commercial solid waste and recycling services.

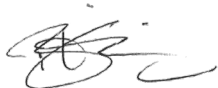
Since our earnest beginnings in 1999, LRS has blossomed into Chicagoland's premier waste hauler. We have accomplished this by providing our customers and municipal partners with a service and value proposition which includes: the highest service standards, a courteous, professional and helpful customer service team, a focus on savings without sacrificing quality service, investments in infrastructure and an aggressive approach to recycling initiatives and reductions in our carbon footprint.

This year alone, LRS opened its third state-of-the-art recycling processing facility on the Southside of Chicago, and formally added our first electric truck to the our fleet this spring. We complement our facilities and assets with the area's best drivers and employees, knowing that they are the life's blood of our company. We have been proudly serving several of the Village's neighboring communities – including Deerfield, Highland Park and now Evanston, and look forward to partnering with Wilmette to bring its commercial customers and businesses the same goldstandard in service and quality.

LRS has thoroughly read the Village's RFP, as well as addendums one through four, and understands the scope of services the Village has put forth.

We look forward to further conversation with the City, and again, are grateful for this opportunity.

All the best,



Bill Kenney
Municipal Manager
BKenney@LRSrecycles.com

MISSION STATEMENT

**LRS IS THE INDUSTRY LEADER IN PROVIDING
INNOVATIVE AND ENVIRONMENTALLY
RESPONSIBLE WASTE AND RECYCLING SOLUTIONS.**

**OUR TEAM DELIVERS EXCEPTIONAL SERVICE
AND VALUE THROUGH RELENTLESS COMMITMENT
TO CUSTOMER SATISFACTION AND PRESERVATION
OF OUR ENVIRONMENT.**



OUR VISION

TO BECOME THE SAFEST, MOST INNOVATIVE WASTE RECYCLER IN THE WORLD BY REDEFINING THE WAY THE WORLD VIEWS WASTE.

LRS VALUES

LIVE SAFETY

OUR HIGHEST VALUE IS THE HEALTH AND WELFARE OF PEOPLE.

SERVE WITH PASSION

DELIVER CONSISTENTLY EXCEPTIONAL SERVICE TO OUR COLLEAGUES, OUR CUSTOMERS AND ALL OF THE COMPANY'S STAKEHOLDERS.

INNOVATE RELENTLESSLY

SHOCK THE WORLD WITH PIONEERING WASTE AND RECYCLING SOLUTIONS.

ENGAGE WITH INTEGRITY

BE AUTHENTIC. SPEAK THE TRUTH. LIVE OUR VALUES.

BUILD COMMUNITY

BUILD RELATIONSHIPS FOR THE LONG-TERM. ENHANCE THE SUSTAINABILITY AND QUALITY OF COMMUNITIES WE SERVE.

BE ACCOUNTABLE

TAKE OWNERSHIP. DELIVER ON OUR PROMISES.



EXECUTIVE SUMMARY

INTRODUCTION TO LRS

LRS is prepared and committed to carrying out all provisions of the Village's RFP. We believe our submission will not only outline our abilities to meet and exceed the Village's criteria, but will also demonstrate LRS' ability to stand out when it comes to additional value to the businesses of the Village of Wilmette.

LRS owns and operates several dozen facilities throughout Illinois, Iowa, Minnesota and Wisconsin, including several of the Midwest's most sophisticated Material Recovery Facilities (MRF), and several of the country's most advanced recycling plants.

At each facility, LRS uses a unique combination of human quality control (line workers who scrutinize and capture items that technology may not recognize) and automation (optic sorters, ballistic separators, eddy currents, et al).

This technology allows us to divert as much as 40% of recyclable items from conventional waste, and a true recycling rate of nearly 100% at our MRF's and recycling centers.



LRS is the contracted hauler for over 200 municipalities. Several of those with similar make-up and characteristics of the Village of Wilmette. From the North Shore (Highland Park, Glencoe, Winnetka) to the West (Wheaton, DeKalb, St. Charles, Geneva), and south (Blue Island), LRS understands the unique characteristics and high standards that Chicagoland communities demand.

In terms of outreach, LRS is the only Chicagoland hauler to have a dedicated marketing department, which compliments the high standards we place on our operations, dispatch and customer-service departments. With each community we service, we continuously work with businesses and administrators to come up with tailored promotional programs that will fit the Village's needs and expectations.

COMPANY INFORMATION

FULL COMPANY NAME:	LRS
ADDRESS:	5500 Pearl Street Rosemont, IL 60018
PHONE NUMBER:	844.NEED.LRS
FAX NUMBER:	773.685.6043
WEBSITE:	LRSrecycles.com

EXECUTIVE SUMMARY (CONTINUED)

SERVICE STANDARDS

Since our inception, LRS has flourished into one of the largest haulers in the Midwest, and one of the largest privately-held haulers in America. Our growth has been organic and deliberate at every step of our 20+ year journey. Several factors come into play when it comes to our successful growth as a company, but none more important than the first-rate service we have been delivering on since the day we started.

LRS now serves as the exclusive waste and recycling hauler for more than 200 municipalities. Our Wilmette team will consist of veteran drivers, a customer team-lead, a municipal coordinator and a municipal manager. Each of these roles will have separate duties and accountabilities to ensure the Village and its businesses are addressed quickly and effectively from standard weekly services to everyday thoughts, questions and concerns.

Our operational team will also have a dedicated Wilmette supervisor, who will start assessing the Village in terms of routing and efficiency well before we start services.



UNIQUE RECYCLING CAPABILITIES

As municipalities' and businesses' views and approaches to recycling evolve, so does LRS' commitment to our mission of sending as little material to landfills as possible. However, it takes more than words and empty gestures to accomplish this. Over the past seven years, no other Chicagoland hauler demonstrably committed itself to upgrading and building new recycling infrastructure. In 2016, LRS opened one of Illinois' most state-of-the-art recycling facility in Forest View. This facility sorts up to 20 tons of recycling material per hour by using optic sorters, ballistic sorters and AI robots. In 2020, our Forest View facility was complimented with another newly-built recycling facility in Northbrook, and February of this year, LRS officially opened our new \$55M recycling facility in Chicago's Back-of-the-Yards neighborhood, which stands over 150,000 square feet, and processes over 25 tons of recycling material per hour. Again, no other hauler has committed itself to a robust recycling program the way LRS has.

EXPERIENCE

LRS know that the Village and its businesses have high expectations and standards for all services and utilities. We know this not only because of our familiarity with the area, but also because some of our employees call Wilmette home.

EXECUTIVE SUMMARY (CONTINUED)

AWARDS

LRS appeals to every type of customer having achieved certifications and awards which point to the highest industry standards when it comes to environmental impact, safety, and service. LRS has been recognized throughout the globe for many of its successes by media sources such as Forbes, Crain's, Fortune Magazine, Chicago Tribune, Waste Today, Waste360, Waste Advantage and Recycling Today. LRS has been honored to be the recipient of a multitude of prestigious awards and distinguished certifications. The proceeding list shows some of the awards that speak to the character and positive industry impact of LRS:

BETTER BUSINESS BUREAU TORCH AWARD

LRS was awarded the Better Business Bureau Torch Award in November of 2018 and is the only waste service provider in the awards' 20+ year history to ever achieve this prestigious honor.

TOP PRODUCT OF THE YEAR

Environmental Leader issued this award to LRS in 2016 which recognized our sustainable business model. This respected daily trade publication covers energy, environmental and sustainability news. The ranking showcases LRS' commitment to environmental protection based on a business model rooted in sustainability.



ILLINOIS SUSTAINABILITY AWARD

LRS was also awarded the coveted Illinois Sustainability Award, being the only waste service provider to have ever received this great honor. Sustainability Award winners are an elite group of committed leaders reducing environmental impact, contributing to the growth of a more sustainable Illinois economy.

By prioritizing sustainability throughout their operations, programs, technology, products and company culture, we serve as a model within our industry and community. LRS has been the recipient of this award two years in row, being 2017 and 2018.

2018 SWANA OVERALL SAFETY AWARD

Ranking against all waste company entries in North America, the Solid Waste Association of North America (SWANA) awarded LRS with this high honor for continuously improving upon overall safety to include our safety program model and culture.

2019 SWANA SAFETY AWARD

LRS boasts a workers compensation experience modification rate which is significantly below the average in the waste and recycling industry. This award recognizes LRS' reduced incidents by over 50 percent from the previous year, raising the bar even higher for industry standards.

By keeping in step with an awarded model of continuous improvement, LRS increased its Live Safety principle messaging to employees, their friends and family and the communities it services.

Through consistent and highly visible monthly communications regarding different safety topics that every person can relate to, LRS was able to educate and communicate the importance of safety to not only employees but also, the general public. LRS also invested in new technology for fire prevention in the material recovery process which has contributed to this recognition.



EXECUTIVE SUMMARY (CONTINUED)

AWARDS (CONTINUED)

BEST AVAILABLE ENVIRONMENTAL TECHNOLOGY

The National Association of Environmental Professionals recognized LRS' investment in building an innovative, state-of-the-art, single stream recycling facility in Chicagoland which also serves a significant portion of the Chicago Metropolitan area. NAEP awards are granted to companies and agencies with projects that achieve outstanding environmental contributions.



TOP 50 OF TOP 100 WASTE AND RECYCLING HAULERS NORTH AMERICA – WASTE360

Waste360 recognized LRS for two consecutive years for ranking in the top 50 of the top 100 waste and recycling haulers in North America. This reflects LRS' ongoing success through organic growth and regional expansion in both Chicagoland and the Chicago Metropolitan area. Waste360 is the leading information, event, commerce and education provider to the solid waste, recycling, organics and sustainable communities and plays a critical role in connecting industry professionals worldwide.

ADDITIONAL AWARDS AND SPECIAL RECOGNITIONS

- Chicago's Best and Brightest Companies to Work For 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023
- Company of the Year – American Business Awards
- Crain's Fast 50 2019, 2020, 2022
- Crain's Largest Privately Held Business 2017, 2018, 2019, 2020, 2021, 2022, 2023

LRS MATERIAL RECOVERY FACILITIES AWARDS, CERTIFICATIONS AND ATTRIBUTES

In 2020, the LRS material recovery and waste transfer station facilities throughout northern Illinois and southern Wisconsin processed nearly 1.2 million tons per year of municipal solid waste (MSW) and recyclable materials, and 71,000 cubic yards of organic materials. In terms of best practices in safety and environmental sustainability, every LRS facility utilizes processes far exceeding industry standards. The following provides some insight on some of the facility features that contribute to the high standards of LRS.

LRS LEED CERTIFIED FACILITIES

Most municipalities, manufacturing, construction, and commercial companies have waste minimization goals and requirements which include reducing, reusing, and recycling materials they generate for disposal. The LRS facilities boast impressive environmental certifications that allow LRS customers to be more competitive in their marketplace by providing waste minimization guarantees for the end disposition of materials.

To that point, LRS is the only recycling company in the Chicagoland and Chicago Metropolitan area certified by the Recycling Certification Institute (RCI) with LEED certifications. This highly regarded certification attracts a significant amount of municipal, commercial, and industrial contractors who use LRS facilities for all of their waste disposal needs.



EXECUTIVE SUMMARY (CONTINUED)

OVERVIEW OF HEADQUARTERS AND ILLINOIS FACILITIES

The below are the owned and operated LRS facilities, in which we proudly facilitate cutting-edge technology with a dedicated workforce to properly manage the materials we collect from our municipal partners.

LRS CORPORATE HEADQUARTERS

5500 Pearl Street, Suite 300, Rosemont, IL 60018

- As of 2022, LRS' corporate headquarters are located in Rosemont, Illinois. LRS' previous headquarters was in Morton Grove, which now operates a fully-equipped garage for maintenance of a large portion of our fleet, including a fleet of compressed natural gas vehicles.

LRS MAYWOOD TRANSFER FACILITY

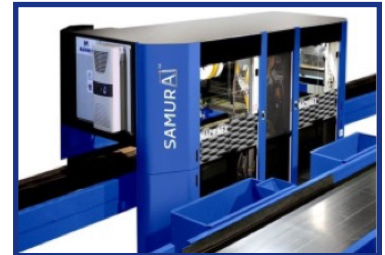
1201 Greenwood Avenue, Maywood, IL 60153

- In January 2021, LRS acquired a well-known and long-time service provider in Chicagoland, Roy Strom based out of Maywood. This location is equipped with an MSW transfer station, recyclable processing center and compost facility. This facility is also equipped with electric charging stations as LRS is exploring options with electronic equipment.

LRS HEARTLAND RECYCLING CENTER

6201 West Canal Bank Road, Forest View, IL 60402

- In June 2014, LRS purchased Heartland Recycling, which started operations in 1998. Our new Heartland facility processes over 1,500 tons-per-day of Municipal Solid Waste (MSW) and C&D. This facility also has two solidification pits for non-hazardous liquid waste, two separate wood grinding operations, as well as two balers for cardboard processing.
- In March 2015, LRS began transforming this facility into the cutting-edge single-stream facility of the Midwest. LRS' single-stream recycling system now harvests over 110,000 tons of high-grade residential and commercial single-stream recyclables, and sorts, separates and allocates over 20 tons of waste per hour. Not only did this initiative dramatically decrease the amount of waste sent to landfills, it also contributed to the growth of 100 new jobs in Chicagoland.
- In 2018, LRS added robotics using artificial intelligence. This ground breaking technology pioneered by LRS will soon be used throughout the country as a tool to combat contamination.



LRS CALIFORNIA STREET MRF

3152 South California Avenue, Chicago, IL 60608

- Opened in 2005, LRS' California Avenue facility is able to take in as much as 3,500 tons of solid waste per-day. This facility operates 24-hours- per-day, 7-days-per-week, 365-days-per-year. With its substantial capabilities, this facility is the largest transfer station (by volume) in the state of Illinois. LRS processes over 800,000 tons of solid waste annually at this facility alone.
- This facility is permitted for Municipal Solid Waste (MSW) and construction and demolition material (C&D). We currently divert rates up to 40%. This considerable diversion rate is due to both innovative use of technology and the dedication of over 100 employees.

EXECUTIVE SUMMARY (CONTINUED)

OVERVIEW OF HEADQUARTERS AND ILLINOIS FACILITIES (CONTINUED)

LRS EXCHANGE STREET MRF

1300 West Exchange Avenue, Chicago, IL 60609

- In July 2013, LRS acquired this 10-acre property. This facility was completely renovated and reopened in February 2023. This location is now LRS' largest MRF and can sort, separate and allocate over 25 tons per hour of recyclables and over 280 million pounds of material per year.



LRS PACKERS STREET FACILITY

1420 West 41st Street, Chicago, IL 60609

- This property serves as a dispatch point for nearly 100 trucks.
- This facility is a roll-off operations office and maintenance facility only; it is not open to the public and does not accept any item drop-offs.

LRS NORTHBROOK MRF

2300 Carlson Drive, Northbrook, IL 60062

- LRS acquired this Northbrook facility in March 2016 and has considerably increased the collection of construction and demolition waste since then.
- This acquisition not only increased LRS' footprint in Chicagoland, but also allows LRS to control and process over 3.8 million tons of waste material annually, which is more than any other privately-held company in Illinois.

LRS WEST CHICAGO MRF AND TEMPORARY SERVICES DIVISION

1655 Powis Road, West Chicago, IL 60185

- In January 2017, LRS acquired K. Hoving Companies, a full-service waste management, recycling and dumpster rental company based in West Chicago, IL. This addition of over 125 employees and the seventh LRS location allows LRS to greatly expand its services.
- LRS has implemented a Temporary Services Division to serve customers seeking roll-off services, portable toilets, street sweeping and on-site storage. As an experienced roll-off provider, LRS now controls nearly 20% of the Chicagoland roll-off market, and offers a full range of containers with dedicated 24-hour service.
- With the addition of West Chicago MRF, LRS is the largest portable toilet business in Illinois, as well as a leader in street sweeping services for commercial and residential needs.

LRS ELBURN FACILITY

1N138 Linlar Drive, Elburn, IL 60119

- In an key acquisition that took place in November 2017, DC Trash is now a part of the LRS family. This facility is our foothold into DeKalb County and where our team for this area is located.
- This facility houses its own Fleet Maintenance Department with over 40 drivers dispatching out of the building, as well as a commercial and industrial office and maintenance facility.

ECOLOGY SOLUTIONS (LANDFILL)

137 Commercial Drive Atkinson, IL 61235

- Ecology Solutions provides a safe, environmentally responsible and committed way to dispose of solid waste throughout Illinois and Iowa. Established in 2019, Ecology Solutions is committed to making a difference in the communities it serves by adhering to safety standards and environmental practices.

EXECUTIVE SUMMARY (CONTINUED)

REFERENCES

CITY OF HIGHLAND PARK

1707 St Johns Avenue, Highland Park, IL 60035
Mrs. Erin Jason - Assistant City Manager
847.926.1000
ejason@cityhpil.com



VILLAGE OF DEERFIELD

850 Waukegan Road, Deerfield, IL 60015
Mr. Andrew Lichterman - Assistant Village Manager
847.719.7403
alichterman@deerfield.il.us



Village of
DEERFIELD IL

VILLAGE OF SKOKIE

9050 Gross Point Road, Skokie, IL 60077
Mr. Max Slankard - Public Works Director
847.933.8427
max.slankard@skokie.org



CITY OF EVANSTON

2020 Asbury Avenue, Evanston, IL 60201
Mr. Brian Zimmerman - Solid Waste Coordinator
847.448.8039
bzimmerman@cityofevanston.org



City of
Evanston™

CHICAGO PUBLIC SCHOOLS (CPS)

42 W. Madison Street, Chicago, IL 60602
Mr. Caleb Rehberg - Business Manager, Facilities Operations
773.553.5417
cmrehberg@cps.edu



Chicago
Public
Schools

QUALIFICATIONS OF PERSONNEL

JOHN SLIWICKI: EXECUTIVE VICE PRESIDENT, CENTRAL REGION

John joined LRS in 2016 with over 17 years of experience in waste and construction. Along with being a Risk, Safety & Damage Prevention Committee Chair for UCA (Underground Contractors Association), John has a B.S. in occupational safety and health, a B.A. in business administration and an MBA from Indiana University. He worked in the Chicagoland waste industry for many years overseeing hauling and post collections. This experience is a key factor to improving LRS' safety structure, reducing incidents as well as obtaining extensive cost savings. John's primary objective for LRS is to create and implement programs, processes and training to drive the evolution of the safety and risk culture as well as his new role overseeing the Central Region Division. John has spent the last two years overseeing all of LRS' post collections divisions which include our transfer stations, material recovery facilities and landfills. Within the time that John has been with LRS, the Company has already reaped the benefits of his safety expertise and will see even more benefit in the years to come with his well-rounded experience.



BILL KENNEY: MUNICIPAL MANAGER

Bill currently oversees LRS' municipal contracts and serves as our lead liaison for Chicago Public Schools (CPS). He works closely with administrators at CPS headquarters, as well as individual schools to find new ways to improve services and market best recycling practices at all levels. Bill earned a B.A. from DePaul University.

JOHN MCGEE: VICE PRESIDENT OF OPERATIONS, CENTRAL REGION

John has been the General Manager out of the Maywood, IL location for nearly two years and has 33 years of experience in the waste industry. John was recently promoted to Vice President of Operations for the Central Region, which will include overseeing all operational components of the Village of Wilmette. He originally started in this industry with Browning-Ferris Industry (BFI) and has intimate knowledge of the waste, recycling and organics hauling and disposal in the Chicagoland region. John is now overseeing all of the central region to build a safety culture and customer experience that is second to none. John is honored and excited to work with the men and women at LRS, the thousands of customers the LRS team has built throughout Chicagoland, with a commitment to drive our mission as we move into the future.



QUALIFICATIONS OF PERSONNEL

ASHOK DHIMAN: VICE PRESIDENT OF CUSTOMER EXPERIENCE

Ashok is a customer-focused and business-savvy digital transformation leader, leading and directing teams in creating enterprise and customer facing products, business solutions and capabilities. Ashok brings more than 25 years of experience in both the business and technical side with deep understanding of how to use technology, business processes innovation and needed partnerships across the organization to enhance customer experience. His focus prior to joining has been in - Customer Experience (CX), Product Management, Voice of the Customer (VoC), Digital Experience and customer analytics.

Ashok is leading LRS customer experience and digital experience teams, bringing in continuous process improvements and system integration best practices. He designed and implemented enterprise NPS (VoC) and customer touchpoint experience research methods for continuously monitoring and scouting the innovation horizon. He continues to collaborate and build partnership with cross-functional teams at LRS to driver process efficiencies and the customer experience gains.



ANN INFUSINO: DIRECTOR OF CUSTOMER EXPERIENCE

Ann offers a wealth of knowledge and experience to lifting our customer service to the next level as the Director of Customer Experience. For more than two decades, Ann has been driving superior customer service through strong leadership, superior training and process improvement. As a lean Six-Sigma trained leader, our team is lead to offer each customer a wonderful and efficient experience. Ann's goal is to offer every resident a cohesive customer experience through all customer touch points (phone, email, online chat and social media).

OPERATIONAL APPROACH

CUSTOMER EXPERIENCE

We place the highest value on customer experience and our success would not be possible without it. Our customer service department is staffed for growth with industry veterans in all departments of our company. Led by our Vice President of Customer Experience, our customer service representatives are continuously undergoing training on providing exceptional service.

We utilize many resources to ensure customers are able to communicate with us in convenient ways. We make it a point to ensure customers that call in to speak with a customer service representative are not on hold for long periods of time and also present multiple methods they can communicate with us.

Our team of professionals diligently handle each call, email or online chat inquiry and ensure they are properly handled. Additionally, we house several bilingual customer service representatives to assist with all customers. All calls are tracked and reviewed by our Director of Customer Experience on a daily basis. We truly value all aspects of customer service and our experience with customers similar to Village of Wilmette.



CUSTOMER SERVICE DAY-TO-DAY

- Hours of Operation: 7:00 am-6:00 pm (Monday-Friday); 7:00 am-1:00 pm (Saturday)
- Center Location: Local Customer Service Center

IMPLEMENTATION PLAN

LRS will have an experienced implementation team that will focus on the following: Asset procurement (carts and containers), driver hiring and assignments, marketing and outreach and administrative setup and support. Each group will have a lead person, and meet with key Village personnel by early September to begin discussing expectations and direction.

ORGANIZATIONAL PLAN

LRS will provide the Village with a dedicated customer service team and management team. Businesses and Village administrators will have 24-hour access to our customer service center. Our management team will be led by Bill Kenney (Municipal Manager). He will oversee all facets of the Village's contract, and constantly look for ways to improve efficiencies and the overall experience for the Village businesses.

OPERATIONS SUPPORT

Led by our Regional Operations Vice President, John McGee, he and his team will use their vast industry experience – specifically related to municipal work, to ensure a smooth transition from the Village's incumbent hauler to LRS.

OPERATIONS SUPERVISOR

Our experienced operations team will have a dedicated Operations Supervisor who will audit routes everyday, and spend several days each week in the Village making sure all services are operating at peak performance.

CUSTOMER SUPPORT

Led by Ashok Dhiman (Vice President of Customer Experience), resident's phone calls and email requests will be handled in a timely manner. Ashok and Ann Infusino (Director of Customer Experience) will personally oversee all requests to ensure quick resolution and satisfaction. The customer experience team will also assist in billing activity and support.

PRIMARY CONTACT

Bill Kenney
Municipal Manager
BKenney@LRSrecycles.com
773.960.2091
5500 Pearl Street
Rosemont, IL 60018

OPERATIONAL APPROACH (CONTINUED)

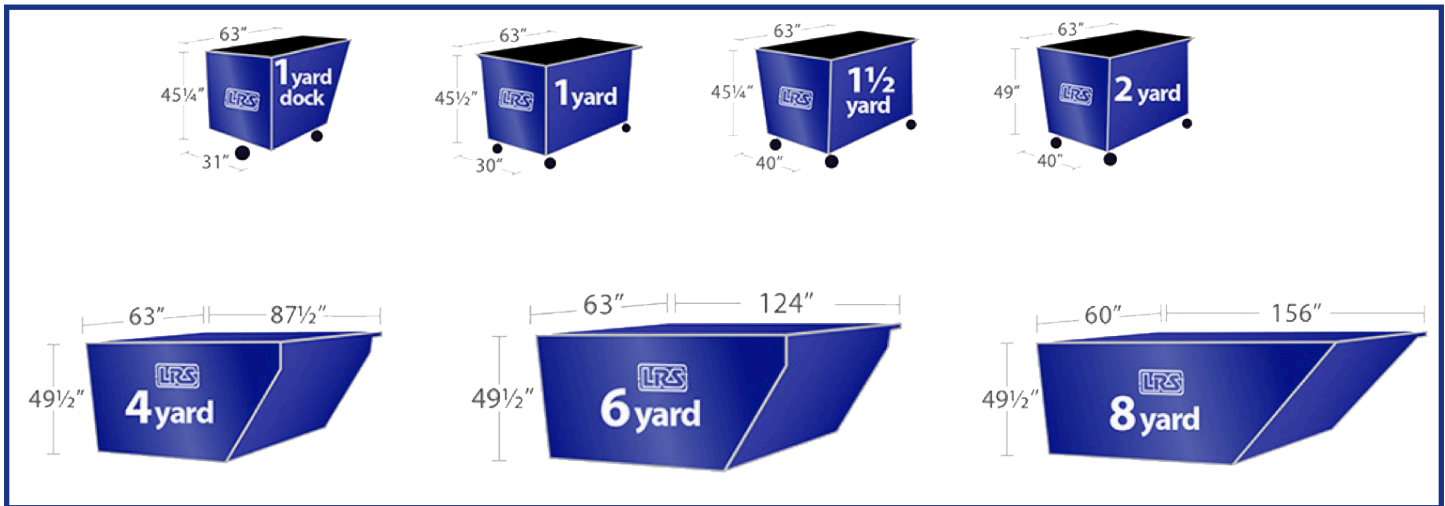
CONTAINER SIZES

LRS offers waste, recycle and roll-off containers to fit just about every need possible. We are eager to personally meet to further discuss each individual's needs, be it conventional or unique. Our most common sizes are:

- 35-, 64- and 96-gallon carts
- 1-yd containers
- 1.5-yd containers
- 2-yd containers
- 4-yd containers
- 6-yd containers
- 8-yd containers
- 10-yd containers
- 6-, 20- and 30-yd compactors

Depending on certain variables, you may need to consider whether your container (1yd through 10yd) will be a front-load container or a rear-load container. Please call us with any questions you may have.

Roll-off containers are more defined due to having fewer options in sizes, and having few restrictions.

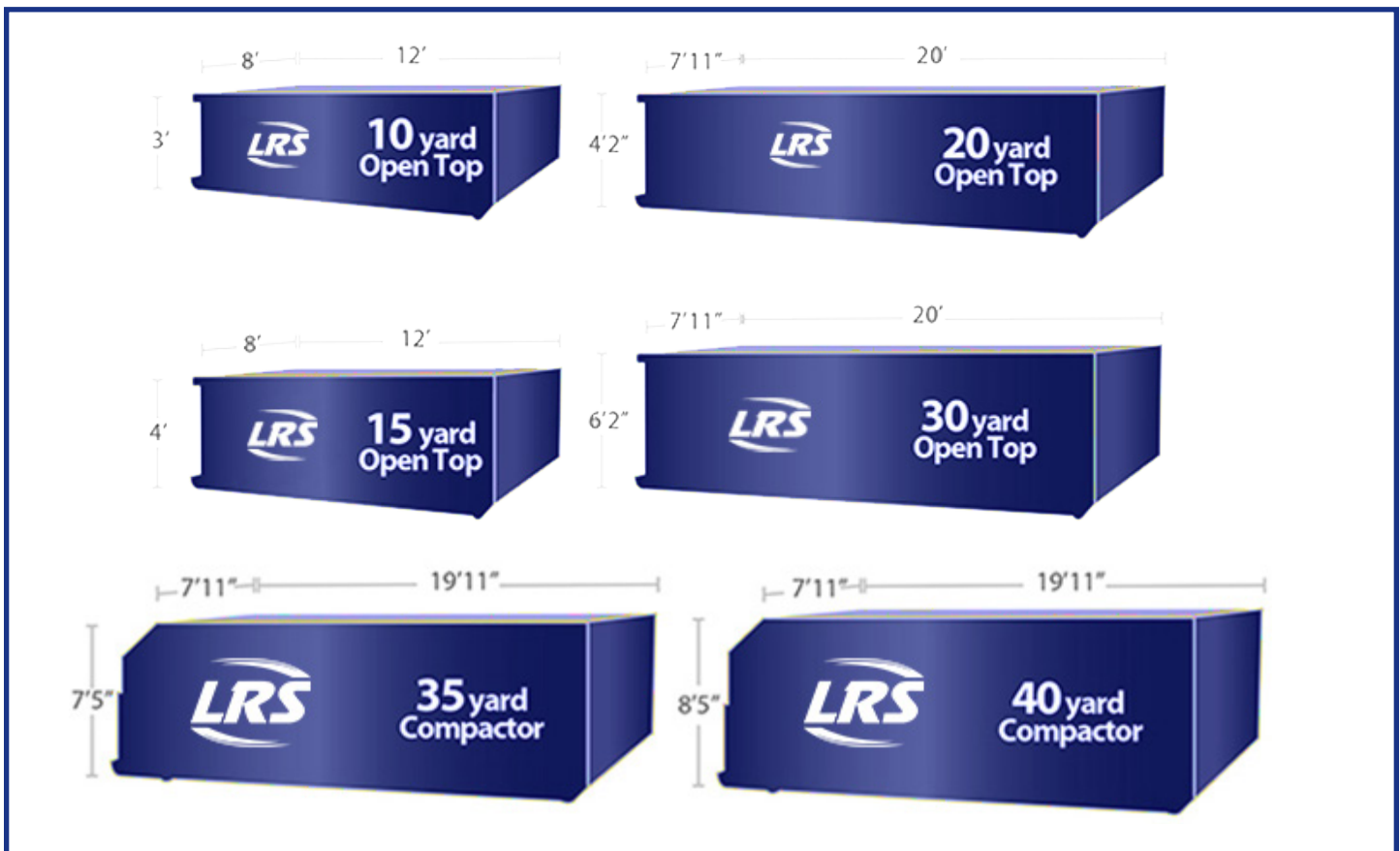


OPERATIONAL APPROACH (CONTINUED)

ROLL-OFF DUMPSTER SIZES

LRS has a wide variety of roll-off options for your location to consider. We offer the following sizes in roll-off containers:

- 10-yd containers
- 15-yd containers
- 20-yd containers
- 30-yd containers
- 20-yd & 30-yd compactors
- 25-yd dump trailers
- 100-yd transfer trailers



OPERATIONAL APPROACH (CONTINUED)

RECYCLING CAPABILITIES

Our approach to recycling is unique within our industry. We are a company proudly rooted in sustainability. Our team works hard to help our customers increase recycling efforts, decrease solid waste generation and provide education on sustainable products that can be applied to any organization.

Our single-stream recycling program includes the following:

- Glass jars and bottles (flint, amber and green)
- Plastic bottles and containers (plastic #1 - #7, excluding #6)
- Tin and metal cans
- Cardboard and paper (chip board, newspaper, magazines, junk mail, catalogs, paper bags, kraft paper telephone books, office paper, file folders and paper towel rolls)
- Aseptic packaging (milk and certain beverage containers)
- Newsprint (ONP)
- Aluminum cans; steel cans, empty aerosol cans, paint cans, oversize cans
- Dry cell batteries
- Glass bottles and jars (flint, amber and green);
- Soft plastic (grocery bags)
- Gable-top cartons (coated milk and juice container); multi-layered juices boxes

LRS looks forward to partnering with the Village of Wilmette in finding ways to maximize its participation in recycling programs. We know that this includes being a responsible partner to all of its customers. We feel that our nearby proximity and familiarity with the area makes us the best fit for the Village of Wilmette.

APPROACH TO RECYCLING

When LRS began, one of our highest priorities was to concentrate on ways to become the industry leader in recycling. Unlike many of our competitors that see themselves primarily as waste haulers, we very consciously chose the name Lakeshore Recycling Systems (recently abridged to 'LRS') to emphasize our message and goal. We deliberately stayed away from words like "waste" and "disposal."

LRS manually sorts most loads that enter our transfer stations. We effectively filter recyclable material by passing it through a conveyor system that combines high degree of technology with skilled line workers. This pulls as much as 40% of recyclable material from the conventional waste streams that would otherwise end up in landfills. We have strong convictions that a waste company should strive for more than just well-crafted slogans and tag lines when it comes to recycling; it should implement a call to action.

ADDITIONAL SERVICES

LRS is a fully integrated company with local assets that rank with our largest competitors. Our fleet of end-loaders, front-loaders, street sweeping vehicles, vacuum service vehicle, back hoes, dump trailers and 100-yard semi-trailers is unmatched in the Chicago area.

LRS has the resources and assets to assist The Village of Wilmette with any natural disasters or Public Work projects that may be presented.

- Street Sweeping Services
- Portable Restroom Services
- Environmentally Friendly Mulch
- Semi-dump Truck Services
- 100-yard Transfer Trailer Trucks



SAFETY POLICIES

SAFETY MANAGEMENT

Beginning with our executive management, our entire management team and staff are continuously being trained on safety and proper material management. Our Operation and Safety management hold daily, weekly and monthly meetings where material and overall safety are covered on a regular basis. We ensure safety is a number one priority and always on the forefront of our service programs.

Our Vice President of Risk Management has been asked to speak to the largest audience of waste service providers in the country this year at the Waste Expo held in Las Vegas, NV. In addition to the 2018 Overall Safety Award from SWANA highlighted in the Awards section of this proposal, in 2019, SWANA also recognized our Communication, Education and Marketing Division. This SWANA award recognizes the exemplary actions in education and our extensive communication outreach with our safety program and strong safety culture. LRS has become a model within the industry when it comes to the safety and health of our employees and also, the general public.



Should an incident involving one of our vehicles or staff occur, your Account Executive or Operations Manager will immediately notify the designated program liaison by phone and email, if needed. Our operation team has additional resources with a fleet of street sweepers to assist with any type of clean up that may benefit from a sweep as well as emergency response resources.

The following indicates some of our standard safety practices, resources and tools:

- **EMPLOYEE INJURY AND ILLNESS PREVENTION**
 - Live Safety Initiative
 - Using data and analytics to predictively identify emphasis areas
 - Route audits to help identify unsafe stops
 - Updated Safety Manual, Driver Guidebook and Employee Safety User-manual (working copy for front-line facility workers)
- **VEHICLE ACCIDENT AND PROPERTY DAMAGE PREVENTION**
 - Use of 3rd eye and DriveCam – Installed on all solid waste and recycling vehicles
 - Continuous recording benefits for safety, training, missed collection verification, law enforcement
 - Smith System – Proven and Renowned driving system
 - 9 FireRover units deployed over 5 sites for early detection and suppression, including 2 units for Fleet oversight
 - Site specific training for fire-brigades and emergency response
 - Collaboration with all corresponding FD to ensure site knowledge and enhance SOP for emergency response

SAFETY CULTURE

LRS has a vital interest in maintaining safe and efficient working conditions for its employees and ensuring that all company vehicles and equipment are properly maintained and operated. Our current and ongoing safety success has provided us with a workers compensation experience modification rate which is significantly below the average for the waste and recycling industry.

In addition to the expansion of Customer Service, LRS expanded the company safety program for internal operations, adding a team of experienced individuals to assist our Safety Director with problem resolutions and providing preemptive processes to avoid or stabilize potential issues that may arise.

ESG MISSION

Since our earliest days, LRS has served as an innovator, disruptor, and leader on recycling and waste diversion in greater Chicago. Over the past 10 years, we have pioneered and developed a highly efficient and scalable circular operating model in which the more material diverted, reused and repurposed away from the waste stream the more we sustain the utility of materials and in turn protect natural resources.

The LRS circular operating model has propelled our success as a company, enabling us to reinvest in our growth, install the country's first Artificial Intelligence (AI)-based robotic sorter at our acclaimed Heartland Recycling Center, and create value for all our stakeholders by serving as a national model for reimagining the way we manage waste and recyclables.



Sustainability and safety remain rooted in our company culture and operations, and consistent core operating values of the companies we acquire.

ESG: CODIFYING OUR HERITAGE OF SUSTAINABILITY, SOCIAL IMPACT AND TRANSPARENT GOVERNANCE

Today, the values of environmental sustainability, social responsibility and governing transparency have never been more relevant. This year we formally rolled out our Environmental, Social and Governance (ESG) initiative, joining millions of other public- and privately-held companies around the world in codifying our heritage as a sustainability leader. In 2023, we will publicly report our scope 1 and scope 2 greenhouse gas emissions and set roll out plans to dramatically reduce our carbon footprint.

As a waste diversion and recycling leader, particularly here in the Chicagoland region, it is imperative for LRS to live the values we espouse, placing a high priority on environmental sustainability and social impact as part of our corporate citizenship. We remain agile in adapting to a governing culture based on continuous improvement, and calibrate our operations to comply with new global standards for emissions reporting, energy consumption and diversity, equity and inclusion programs.

DIVERSIFICATION: EXPANDING INTO SUSTAINABILITY MARKETS: PORTABLE TOILETS, STREET SWEEPING

In January 2017, LRS entered the competitive portable services line of business, and has since scaled into one of the largest providers of portable restrooms and street sweeping services in greater Chicago. Today, LRS ranks within the top five largest portable restroom service providers in the nation, and provides essential street sweeping services on behalf of more than 60 municipalities across Chicagoland and northern Illinois.



ORIGINS IN PARTNERSHIP

In the early 2000s, both Lakeshore Waste Services and Recycling Systems, Inc. transformed the way waste is managed, processed and diverted from the waste stream. The companies, which combined in 2013 to form LRS, generated valuable partnerships with local and regional organizations who repurposed and reused the commodities we processed: from roofing shingles to scrap metal, glass to construction/demolition waste; these invaluable partnerships continue to serve us well and formed the foundation early for our circular operating best practices.

ESG MISSION (CONTINUED)

LRS SNAPSHOT

LRS operates 72 facilities, including three of Illinois' only RCI-certified C&D recycling facilities: Heartland Recycling Center (Forest View), West Chicago Material Recovery Facility, and our single-stream recycling facility in Northbrook.

Midwest presence: Illinois, Wisconsin, Iowa, Indiana, Michigan, Minnesota, Mississippi, Arkansas, Kansas, Tennessee



Tiny landfill footprint (comparable to larger national waste management corporations):

- Ecology Solutions, Atkinson, Illinois; Rolling Hills Landfill (retired and no longer in use), Buffalo, Minn.; and a construction & demolition landfill located in Mayflower, Ark.

Revenues: \$600,000,000+

Employees: 2,300+

THINKING GLOBALLY

LRS is on a path to be net-zero by 2040, following recapitalization by Macquarie Asset Management in August 2021. Macquarie is the world's largest infrastructure asset manager.

Fleet, facility transformation: LRS, through ongoing investments in renewable energy sources, fleet vehicles, on-site yellow iron and energy consumption reduction, is working actively to transform our carbon footprint. Based on economies of scale, improving technology, manufacturing and innovation, LRS is working to transform its fleet and facilities.

ACTING LOCALLY BARGING

LRS and Ozinga are proud to join forces on the Illinois Ports Sustainable Waste Bailing and Barging project. In an innovative new approach to creating a more sustainable waste supply chain, LRS and Ozinga are proposing the barging of waste that would remove 7 million truck miles, reduce diesel consumption by nearly one million gallons, and eliminate 22 million pounds of CO₂ and 1.5 million pounds of particulate emissions each year.

Transporting waste by barge is a safe, efficient, and environmentally responsible way to move waste. Before barging, every bale of municipal solid waste (MSW) will be wrapped in air-tight and water-tight film. This method of handling and transporting waste has been used for many years throughout Europe, so the technology and methodology are proven and reliable.

The bales will then be loaded on to barges at the LRS California Avenue Port (3152 S. California Ave. Chicago, IL) and transported via the Chicago River and Illinois River to the Port of Henry (1440 County Rd. 1500 E, Henry, IL). One barge of MSW will remove 62 diesel trucks from the road per day, combating the climate crisis and reducing air pollution.

The Illinois Ports Sustainable Waste Bailing and Barging project will reinvigorate an underutilized waterway and connect rural Henry, IL with the City of Chicago. This project aligns with the City of Chicago's Climate Action Plan to reduce greenhouse gas emissions 60% by 2040 and will be sponsored and approved by both the Henry, Illinois City Council and Mayor Jeffery Bergfeld. The Illinois Ports Sustainable Waste Bailing and Barging is an economic and environmental win for Illinois.

ENVIRONMENTAL BENEFITS

- Reduction of 22 million pounds of CO₂ emissions annually.
- Reduction of 1.5 million pounds of particulate emissions annually.

ESG MISSION (CONTINUED)

ACTING LOCALLY (CONTINUED) GENERATING SOCIAL IMPACT

The confluence of a global pandemic, gender and racial inequality, and systemic inequities in society have contributed to a new, more mindful, operating normal for organizations around the world. At LRS, the implementation of social impact initiatives has served as a valuable, natural extension of our footprint in the neighborhoods and communities we serve.

LRS continues to attract and retain top talent through transparent hiring processes that embrace gender equality, racial diversity and age inclusivity. We also prioritize hiring veterans who served in our nation's armed forces, persons with disabilities, and offering second chance career pathways for incarcerated populations.

LRS also impacts and uplifts marginalized or underserved communities through service-based employee volunteering, mentorship, funding and education within the neighborhoods and communities we serve.

A sampling of these initiatives includes:

Developing the next generation of environmental stewards: Since 2014, LRS has served the waste and recycling needs for Chicago Public Schools, the nation's third largest school system. As part of our commitment to support the District's zero waste goals, LRS has introduced composting in 24 CPS schools with plans for continued implementation. We continue to educate students through virtual and in-person presentations across Chicagoland, promoting zero waste programs in schools and being mindful of how we responsibly discard the waste we generate.

Training and developing a skilled workforce: In partnership with Universal Technical Institute (UTI), LRS pairs mentor mechanics with talented UTI student mechanics leading to future employment with LRS and a partial subsidy each year toward their tuition.

Extending a hand up to empower future generations: LRS recently launched an endowed scholarship program for promising business students struggling with financial hardship.

Mentoring the next generation of innovators at Northern Illinois University's College of Business through our Business-In-Action and Experiential Learning Center programs. These frontline experiences challenge students to solve real-world, complex business issues and recommend solutions; both programs reach more than 100 business students per academic year.

Promoting employee wellness at Wellness Fairs each fall, offering employees the opportunity to get flu shots, biometric health screenings, and learn about resources available to keep them and their families healthy year-round.

Partnering with Habitat for Humanity through coordinated employee volunteering events, we have helped build new homes in dilapidated communities across Chicago.

Donating resources to combat food insecurity in select communities where cost of living challenges remain prevalent.

Annual fundraising events from organized employee walks, charity golf tournaments and employee donations to fuel the fight against Lupus.



ESG MISSION (CONTINUED)

ESG/ENVIRONMENTAL STEPS

LRS continues to be an industry leader when it comes to taking aggressive steps in lowering greenhouse emissions and its overall footprint. Our fleet is a mix of clean-diesel and CNG trucks, as well as electric cars which are used for route supervisors.

Moving forward, LRS feels strongly that conversion from a clean-diesel and CNG-based fleet is inevitable. We have already begun demo-testing electric yard-spotters, and begun discussions to incorporate MRF material-handlers at our facilities. Although this technology is not quite ready to be used on an every-day-basis, the proof of concept is there, and we plan to be at the apex of this technology. LRS purchased its first electric truck in 2023.

ELECTRIC YARD-SPOTTERS

- Up to 36 hours of operation per charge (max 10mph)
- Limited braking reduces particulate emissions
- Eliminates over 6,500 gallons of diesel fuel usage per year

ELECTRIC MATERIAL HANDLERS

- Direct plug-in with umbilical
- Eliminates over 10,000 gallons of diesel fuel per usage per year

CLEAN DIESEL COLLECTION VEHICLES

- More efficient than compressed natural gas (CNG)
- Selective Catalytic Reduction (SCR) reduces NOx to near zero
- Diesel Particulate Filter reduces PM2.5 to near zero



DEVIATIONS

PROPOSAL DOCUMENTS

RFP No. 23090



REQUEST FOR PROPOSAL NO. 23090

COMMERCIAL SOLID WASTE REMOVAL SERVICES

<https://www.wilmette.com/purchasing/bids-rfps/>

Optional Pre-proposal Meeting	07/20/2023 2:00 pm local time
Last Date/Time for Questions	07/24/2023 08/14/2023 2:00 pm local time
Last Addendum Issued	07/26/2023 08/16/2023 2:00 pm local time
Proposals Due and Opened on DemandStar.com	07/28/2023 08/18/2023 2:00 pm local time
Short-list Interviews	The weeks of 08/07/2023 08/28/2023 and 08/14/2023 09/05/2023

Submit Questions To:
purchase@wilmette.com

Submit Proposals At:
www.DemandStar.com

Note: This cover sheet is an integral part of the proposal documents and is, as are all of the following documents, part of any contract executed between the Village of Wilmette and any successful Respondent.

LRS / Lakeshore Recycling Systems

Respondent Company Name *(please print)*

Page 1
Village of Wilmette
Addendum 02

PROPOSAL DOCUMENTS (CONTINUED)

RFP No. 23090

RESPONDENT INFORMATION SHEET COMMERCIAL SOLID WASTE REMOVAL SERVICES

Company Name: Lakeshore Recycling Systems
DBA: LRS
Address: 5500 Pearl Street
City, State, Zip: Rosemont, IL 60018
Contact Name: Bill Kenney
Phone Numbers: 773-960-2091
Email: bkenney@lrsrecycles.com
Website: www.LRSrecycles.com
Federal Employer Identification # (FEIN): #80-0865048
IL Secretary of State File #:
IL Department of Employment Security #: #4676488
IL Department of Revenue Registration #: #90-0905-125-000 2
IL Department of Professional Regulation #:
 Please include an explanation for any blank or "n/a" responses above.

Please indicate with an "X" below how your company heard about this RFP. Select all that apply.

☒ Email from the Village
 ☐ DemandStar.com
 ☐ Other,

Business Type (Select all the apply)	Certified ⁽¹⁾ (Circle Yes or No on each line)	Certified By ⁽²⁾
Minority-owned	Yes / No	
Women-owned	Yes / No	
Veteran-owned	Yes / No	
Disabled Persons-owned	Yes / No	
Federal SBA Qualified	Yes / No	

⁽¹⁾No response will be considered a "Not Certified" answer for that line item.

⁽²⁾If Yes, indicate the name of the certifying organization or state "self-certified" if not certified by a third-party organization. If not certified, state "N/A"

PROPOSAL DOCUMENTS (CONTINUED)

RFP No. 23090

REQUIRED SERVICES PRICE SHEETS COMMERCIAL SOLID WASTE REMOVAL SERVICES

Lakeshore Recycling Systems (LRS) hereby agrees to furnish to the Village all necessary vehicles, equipment, materials, and labor to complete the Work as outlined herein in accordance with the provisions, instructions and Scope of Services of the Village in Attachment Three for the prices provided herein. Pricing for items in the Required Services section are mandatory for the Respondent to provide (unless otherwise noted below) and shall be made part of the Contract.

SOLID WASTE Commercial Sector - Price Matrix (Year One Monthly Rate per Customer)								
Container Size	Collections per Week	1X	2X	3X	4X	5X	6X	7X
	65 Gallon	\$36.00	\$72.00	\$108.00	\$144.00	\$180.00	\$216.00	\$252.00
	95 Gallon	\$36.00	\$72.00	\$108.00	\$144.00	\$180.00	\$216.00	\$252.00
	1yd	\$48.00	\$90.00	\$135.00	\$192.00	\$240.00	\$288.00	\$336.00
	1.5yd	\$58.00	\$116.00	\$174.00	\$232.00	\$290.00	\$348.00	\$406.00
	2yd	\$68.00	\$136.00	\$204.00	\$272.00	\$340.0	\$420.00	\$476.00
	2 yd compactor	\$128.00	\$256.00	\$410.00	\$550.00	\$690.00	\$820.00	\$990.00
	4yd	\$125.00	\$250.00	\$375.00	\$500.00	\$625.00	\$750.00	\$875.00
	6yd	\$160.00	\$320.00	\$480.00	\$640.00	\$800.00	\$960.00	\$1,120.00
	6yd Compactor	\$410.00	\$850.00	\$1,285.00	\$1,640.00	\$2,100.00	\$2,500.00	\$2,950.00
	8yd	\$190.00	\$380.00	\$570.00	\$760.00	\$950.00	\$1,140.00	\$1,330.00

RECYCLING Commercial Sector - Price Matrix (Year One Monthly Rate per Customer)								
Container Size	Collections per Week	1X	2X	3X	4X	5X	6X	7X
	65 Gallon	\$28.00	\$56.00	\$84.00	\$114.00	\$140.00		
	95 Gallon	\$28.00	\$56.00	\$84.00	\$114.00	\$140.00		
	1yd	\$36.00	\$72.00	\$108.00	\$144.00	\$180.00		
	1.5yd	\$42.00	\$84.00	\$126.00	\$168.00	\$210.00		
	2yd	\$45.00	\$90.00	\$135.00	\$180.00	\$225.00		
	4yd	\$75.00	\$150.00	\$225.00	\$300.00	\$375.00		
	6yd	\$98.00	\$196.00	\$294.00	\$392.00	\$490.00		
	8yd	\$130.00	\$260.00	\$390.00	\$520.00	\$650.00		

Pricing matrix is based on 'Administrative Fees' costs and assumptions. LRS would be willing to discuss updating rates with the Village having more clarity on this cost.

PROPOSAL DOCUMENTS (CONTINUED)

RFP No. 23090

REQUIRED SERVICES PRICE SHEETS COMMERCIAL SOLID WASTE REMOVAL SERVICES (Continued)

ROLLOFF Solid Waste	Flat Rate Per Haul
15YD Open Top	\$ 370 (3-ton-Limit)
20YD Open Top	\$ 450 (4-ton-limit)
30YD Open Top	\$ 525 (5-ton-limit)
30YD Compactor	\$ 550 (5-ton-limit)
30YD Self-Contained Compactor	\$ 550 (5-ton-limit)
42YD Compactor	\$ 620 (6-ton-limit)

\$61.17 per ton over

PROPOSAL DOCUMENTS (CONTINUED)

RFP No. 23090

REQUIRED ADMINISTRATIVE FEE COMMERCIAL SOLID WASTE REMOVAL SERVICES

The Respondent shall propose an annual administrative fee to be remitted to the Village in four equal quarterly payments.

Proposed Initial Administrative Fee
January 1, 2024 – December 31, 2024: \$100,000 (four equal payments per quarter)

Proposed Annual Adjustments:

January 1, 2025 – December 31, 2025: \$102,500 (four equal payments per quarter)

January 1, 2026 – December 31, 2026: \$105,062.50 (four equal payments per quarter)

January 1, 2027 – December 31, 2027: \$107,689.06 (four equal payments per quarter)

January 1, 2028 – December 31, 2028: \$110,381.29 (four equal payments per quarter)

January 1, 2029 – December 31, 2029: \$113,140.82 (four equal payments per quarter)

January 1, 2030 – December 31, 2030: \$115,969.34 (four equal payments per quarter)

January 1, 2031 – December 31, 2031: \$118,868.57 (four equal payments per quarter)

PROPOSAL DOCUMENTS (CONTINUED)

RFP No. 23090

OPTIONAL SERVICES PRICE SHEET COMMERCIAL SOLID WASTE REMOVAL SERVICES

Pricing for items in the Optional Services section are not mandatory for the Respondent to offer but are of interest to the Village and may be part of the contract.

Desired Optional Services

A compost program. The Village is interested in offering composting services at a seasonal or year-round program for entities covered under the commercial contract.

SEASONAL COMPOSTING Commercial Sector - Price Matrix (Year One Monthly Rate per Customer)								
Collections per Week		1X	2X	3X	4X	5X	6X	7X
Container Size	65 Gallon	\$64.95	\$129.90	\$194.85	\$259.80	\$324.75	NA	NA
	95 Gallon	\$77.94	\$155.88	\$233.82	\$311.76	\$389.70	NA	NA
	1yd							
	1.5yd							
	2yd							
	4yd							
	6yd							
	8yd							

Seasonal composting timing: Approximate Start April

Approximate End November

YEAR-ROUND COMPOSTING Commercial Sector - Price Matrix (Year One Monthly Rate per Customer)								
Collections per Week		1X	2X	3X	4X	5X	6X	7X
Container Size	65 Gallon	\$64.95	TBD	TBD	TBD	TBD	NA	NA
	95 Gallon	\$77.94	TBD	TBD	TBD	TBD	NA	NA
	1yd							
	1.5yd							
	2yd							
	4yd							
	6yd							
	8yd							

Service availability based on commercial and residential participation.

LRS is recommending an all-cart program for commercial organics

PROPOSAL DOCUMENTS (CONTINUED)

RFP No. 23090

ANNUAL PRICING ADJUSTMENTS COMMERCIAL SOLID WASTE REMOVAL SERVICES

The contract term is expected to run from January 01, 2024, to December 31, 2031. Describe below the proposed annual price adjustments to the Services billed to the Customer noted herein and the period they relate to. Please note if there are differences in the annual price adjustments between the required services and the optional services:

CPI: 2.5% (minimum) to 6% (maximum)

PROPOSAL DOCUMENTS (CONTINUED)

RFP No. 23090

FUEL SURCHARGE COMMERCIAL SOLID WASTE REMOVAL SERVICES

The contract term is expected to run from January 01, 2024, to December 31, 2031. Describe below the proposed annual price adjustments to the Services billed to the Customer noted herein and the period they relate to. Please note if there are differences in the annual price adjustments between the required services and the optional services:

We are not proposing a fuel surcharge, rather we are proposing a catastrophic fuel surcharge if diesel prices (a proxy for all energy) exceeds \$6.00 per gallon.

Please see our formula in the proceeding pages.

PROPOSAL DOCUMENTS (CONTINUED)

RFP No. 23090

GENERAL SCOPE OF SERVICES COMMERCIAL SOLID WASTE REMOVAL SERVICES

The following is a General Scope of Services and other provisions that shall govern the performance of the proposed Work and will be made a part of the Contract. The detailed Scope of Services further outlining the Work is attached as Attachment Three.

The selected Respondent(s) will provide refuse, recycling, and composting collection from approximately 350-400 customers beginning on January 1, 2024. All solid waste and recyclable materials collected pursuant to the agreement shall be disposed of, as applicable, in a lawful manner at an Illinois Environmental Protection Agency ("IEPA"), Indiana Department of Environmental Management ("IDEM"), or Wisconsin Department of Natural Resources ("WDNR") permitted landfill, transfer station, or composting facility mutually agreed upon by the Village and Contractor that meet all applicable state and Federal requirements for the operations they perform. The Respondent must comply with all applicable federal, state, and local laws, ordinances, rules, and regulations governing the collection, disposal, and processing of all materials.

Required Services

1. Commercial Services

The Respondent shall provide, on behalf of the Village, complete service for designated collection, transportation, and disposal (or sale) of Commercial Solid Waste at the facility or facilities mutually agreed upon by the Village and the Respondent. Said services shall, at a minimum, include the following baseline services:

- a. A commercial refuse collection program with at least once per week collection of refuse placed for pick up at each collection stop.
- b. A recycling program with at least once per week collection of single stream commingled recycling placed for pick up at each collection stop.

2. Revenue Collection

The Respondent shall, on behalf of the Village, provide revenue collection services in accordance with Attachment Three for all Commercial Services provided under this RFP. This shall include monthly service billing as well as the administration fee recompensed to the Village.

3. Excluded Services

Solid Waste collection, transportation and disposal from all single-family, certain multi-family, and certain townhouse units within the Village, as noted in Attachment Four and/or as may be provided in the applicable provisions of the Village's Municipal Code, now or hereafter amended, are not included within this Agreement.

PROPOSAL DOCUMENTS (CONTINUED)

RFP No. 23090**Optional Services**

1. The Village is interested in proposals to incorporate expanded service options which will provide a higher level of service and convenience through collection of organic materials. These services are not mandatory for the Respondent to include in their proposal but are desired for consideration by the Village. Expanded service options include the following:
 - a. A seasonal compost collection program with at least once per week collection of compost/organic materials placed for pick up at each collection stop.
 - b. A year-round compost collection program with at least once per week collection of compost/organic materials placed for pick up at each collection stop.

PROPOSAL DOCUMENTS (CONTINUED)

RFP No. 23090

STAFFING, EQUIPMENT & SERVICE LEVELS COMMERCIAL SOLID WASTE REMOVAL SERVICES

Respondents must provide, at a minimum, the following staffing, equipment, and services levels for this Work:

1. Staffing Expectations

- a. Drivers are expected to be professional and courteous and hold a valid Illinois driver's license for the class of vehicle being operated with a safe driving record.

2. Fleet

- a. All vehicles will clearly display the name of the Respondent, a telephone number, and vehicle identification number.
- b. The Respondent will maintain all vehicles operating within the Village in good working condition, order, and appearance. This includes being free of excessive rust, and clean at the start of each collection day.
- c. All vehicles will be fully enclosed, leak-proof vehicles, operated so that no refuse, recycling, compost, or other collected items leak, spill, blow-off, or are discharged from the vehicle. Drain plugs, if available, will be kept sealed, except during collection in rainy weather.

3. Containers

- a. Containers used under the franchised service shall be operable, safe, and free of graffiti. Any container in disrepair of this sort shall be replaced within three (3) days of notification by the Village. Containers with plastic lids that are ill-fitted and cannot maintain a tight-fitting seal to prevent access for pests or potential for blowing litter shall be replaced within three (3) days of notification by the Village. All containers will be adequately demarcated with the Contractor's logo. Each container will have an inventory control number demarcated on each container that is cross-referenced to the service matrix.
- b. The Respondent, at its cost, shall provide the following sized containers for refuse, recycling, and/or composting: 65-gallon, 95-gallon, 1 yd, 1.5yd, 2yd, 4yd, 6yd, 8yd.
- c. The Respondent, at its cost, shall provide the following sized containers for roll-off service: 15YD Open Top, 20YD Open Top, 30YD Open Top, 30YD Compactor, 30YD Self-Contained Compactor and 42YD Compactor.
- d. The Respondent shall be responsible for repair and/or replacement of damaged, lost, or stolen containers.

PROPOSAL DOCUMENTS (CONTINUED)

RFP No. 23090**4. Customer Service**

- a. The Respondent will include a customer service program to react and respond to customer questions, concerns, and requests for service. The customer service program must inform customers of service alerts.
- b. Respondent shall resolve all complaints concerning services within twenty-four (24) hours after it receives notice of such complaint. If a complaint cannot be resolved within that timeframe, the Respondent shall give the Village written notification. The Respondent shall maintain a log of complaints and provide to the Village upon request.

5. Transition Plan

- a. An implementation plan showing the process that will be used to transition from the current Hauler (if different) should be included. This will include how the Respondent will communicate service changes to businesses and a transition plan for switching out existing containers from the current Hauler (if different).

LRS has read the Village's 'Staffing, Equipment and Service Levels' criteria, and acknowledges and agrees.

PROPOSAL DOCUMENTS (CONTINUED)

RFP No. 23090

RESPONDENT QUALIFICATIONS COMMERCIAL SOLID WASTE REMOVAL SERVICES

Respondent shall include a brief summary of its qualifications to perform the Work described herein. The following sections, at a minimum, must be included in the submission:

1. *Respondent Qualifications*

- a. Organizational information including corporate structure, number of years in business providing outlined services, and other relevant information.
- b. Overview of how the firm will meet minimum service requirements.
- c. Overview of staff including project manager and customer service point of contact.
- d. List of all communities in the Chicago metropolitan area for whom municipally contracted commercial collection services are provided, including the five (5) required for reference.

2. *Program Overview*

- a. Describe how your firm will achieve outcomes provided in the scope of services.
- b. Describe the different waste streams that your firm collects and information on additional services provided. Discussion can include how your firm has innovated in collection services over time.
- c. Provide a Cost Proposal for each element of the required services (refuse, recycling and roll-off) and optional composting services using the included pricing form. Cost information may include contract terms and shall identify proposed annual pricing adjustments.
- d. Describe the number and type of vehicles that will be used to provide the requested services. Describe the fuel used.
- e. Describe the plan for properly staffing each route for each collection type.
- f. Commit to adherence to licensing, permitting, and regulations associated with the proper disposal of each of the different waste streams.

3. *Customer Service and Management*

- a. Describe the approach to interaction with the Village's customers and staff. This includes issue identification and resolution, and proactive communication. This can include use of customer portals, websites, apps, text messaging services, and other innovative educational methods to improve proper disposal of waste.
- b. Describe the process to transition the Village's new program with minimal disruption to the customers and Village staff. This should include schedules, detailed tasks, and key milestones to meet the January 01, 2024, contract start date.

PROPOSAL DOCUMENTS (CONTINUED)

RFP No. 23090

- c. Describe your vision for the communication model between Village staff and your firm. This includes field and administrative communications.
 - d. Describe the metrics that will be collected and reported to the Village related to the services provided, including weights collected and a listing of businesses and contact information.
4. *Additional Information*
- a. Provide any other information Respondent deems necessary to demonstrate that it understands, and can meet, the Village's expectations as to commercial solid waste collection service.

LRS has read the Village's 'Staffing, Equipment and Service Levels' criteria, and acknowledges and agrees.

LRS has outlined this process in the preceding pages, and is happy to elaborate with additional detail at the Village's Request.

PROPOSAL DOCUMENTS (CONTINUED)

RFP No. 23090

VEHICLES & EQUIPMENT COMMERCIAL SOLID WASTE REMOVAL SERVICES

Provide a brief description of the standard vehicle/equipment to be utilized for this Work.

LRS will be using brand new trucks for all contracted services. We estimate a combination of two to three front-load and rear-load trucks for the Village's commercial customers. All trucks will run out of our Morton Grove facility, which is where they will also be maintained and serviced. Should one of the trucks we use for servicing the Village require maintenance, LRS will use a back-up truck from the same Morton Grove facility to ensure all services are handled without interruption.

In addition, include a description of your company's preventative maintenance program by type of equipment and contingency plans for unexpected equipment downtime.

LRS runs a large fleet of FL and RL trucks. All trucks used for servicing Wilmette businesses will be maintained in our nearby Morton Grove facility. Back-up trucks will always be ready to mobilize in the event that one of regular trucks is being serviced.

Attach additional pages if necessary.

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List names and addresses of the disposal locations that the Company currently uses to dispose of refuse, recycling, and composting.

[illegible]

Attach additional pages if necessary.

PROPOSAL DOCUMENTS (CONTINUED)

RFP No. 23090

REFERENCE FORM COMMERCIAL SOLID WASTE REMOVAL SERVICES

Provide reference contacts for at least five (5) municipalities of similar size or larger within the Chicago metropolitan area to whom similar services have been provided over the last five (5) years.

1	Village	City of Highland Park
	Address	
	City, State, Zip	1707 St Johns Avenue, Highland Park, IL 60035
	Contact Name	Mrs. Erin Jason - Assistant City Manager
	Telephone No.	847-926-1000
	Email Address	ejason@cityhpil.com
2	Village	Village of Deerfield
	Address	
	City, State, Zip	850 Waukegan Road, Deerfield, IL 60015
	Contact Name	Mr. Andrew Lichterman - Assistant Village Manager
	Telephone No.	847-719-7403
	Email Address	alichterman@deerfield.il.us
3	Village	Village of Skokie
	Address	
	City, State, Zip	9050 Gross Point Road, Skokie, IL 60077
	Contact Name	Mr. Max Slankard - Public Works Director
	Telephone No.	847-933-8427
	Email Address	max.slankard@skokie.org
4	Village	City of Evanston
	Address	
	City, State, Zip	2020 Asbury Avenue, Evanston, IL 60201
	Contact Name	Mr. Brian Zimmerman - Solid Waste Coordinator
	Telephone No.	847-448-8039
	Email Address	bzimmerman@cityofevanston.org
5	Village	Chicago Public Schools (CPS)
	Address	
	City, State, Zip	42 W. Madison Street, Chicago, IL 60602
	Contact Name	Mr. Caleb Rehberg - Business Manager, Facilities Operations
	Telephone No.	773-553-5417
	Email Address	cmrehberg@cps.edu

Attach additional pages if needed.

PROPOSAL DOCUMENTS (CONTINUED)

RFP No. 23090

COLLECTION PROGRAM AND SERVICES PROPOSAL EXCEPTION SHEET COMMERCIAL SOLID WASTE REMOVAL SERVICES

The successful Respondent's proposal will be attached in its entirety in Attachment One to the Contract Document in Appendix One of this RFP. The successful Respondent will be required to provide a performance bond and payment bond in Appendix One and execute the Contract Document in Appendix Two to this RFP.

Any and all exceptions to the Current Collection Program Scope of Services, timing, description of Work, quantities, units of measure, materials, equipment, Affirmations, Certifications, Bond terms and conditions, Contract Document terms and conditions and/or any other part of this RFP MUST be clearly and completely indicated below.

EXCEPTIONS TAKEN: ☐ NO ☒ YES (List below)

*Should the cost of diesel fuel exceed \$6.00 per-gallon, or be reduced to \$6.00 per-gallon (strike price) as by the American Automobile Association (AAA) on its 'Daily Fuel Gauge Report' for Illinois Chicago Metro (gasprices.aaa.com), during any quarter during the term of the contract, the Contractor may apply a monthly service charge to Village commercial customers to reflect the additional cost / decrease in cost of said fuel pursuant to the following conditions: 1) The cost, as reported by the AAA, must exceed \$6.00 and verified by the Contractor with a printout of the most current data. 2) The service rate per month may be adjusted up to \$0.25 per yard/month for each full \$0.10 of incremental increase in fuel costs thereafter. 3) Should the cost of diesel fuel recede back to \$6.00 or less per gallon as reported by AAA, such adjustment shall be repealed on the customer's next invoice. ***THIS PROVISION IS STRICTLY FOR CATASTROPHIC PURPOSES***

*In the event there is a charge or addition in new local, state or federal rules, ordinances, regulations taxes or government charges that affects the Contractor's cost of providing service, such as a gross receipt tax, sales tax on services other than property taxes, the Contractor may request to reopen the fees set forth in the contract for an impact review of this cost increase. When this cost is verified, the parties may agree to increase the rate for service accordingly, effective on an agreed to reasonable timeline, by and agreed upon amount.
Attach additional pages if necessary.

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Village of Wilmette

PROPOSAL DOCUMENTS (CONTINUED)

RFP No. 23090

PROPOSAL AFFIRMATION AND CERTIFICATION COMMERCIAL SOLID WASTE REMOVAL SERVICES

In submitting the Required Services Price Sheets, Required Administrative Fee Sheet and Optional Services Price Sheet, Respondent affirms that it:

1. Has carefully examined all of the documents included in this RFP, including Addenda Nos. ~~1-4~~ 1-5 (if none, write "NONE") and accepts the terms and conditions therein unless otherwise noted on the Proposal Exception Sheet.
2. Was given an opportunity to attend a pre-proposal meeting and Respondent acknowledges that it is satisfied as to the general, local and site conditions that may affect cost, progress, performance, and the furnishing of the Work.
3. Is familiar with the federal, state, and local laws and regulations that may affect cost, progress, performance, and the furnishing of the Work.
4. Is aware of the general nature of work, if any, to be performed by the Village or others that may relate to Work for which this proposal is submitted as indicated in the RFP.
5. Will cooperate with the Village to supply all the necessary information to complete a background investigation of the principals of the Respondent and all employees who will perform the Work on behalf of the Respondent. The Village, at its sole discretion, may disqualify any Respondent and may void any contract previously entered into with the Respondent based upon its background investigation.
6. Understands that this Proposal, in its entirety, is subject to the Illinois Freedom of Information Act and that no part of the proposal will be considered confidential by the Village.
7. Respondent affirms that the prices quoted herein include all equipment, materials, labor, services, personnel, tools, machinery, utilities, supplies, insurance, bonds, supervision, overhead expense, profits, appliances, transportation and delivery charges, facilities, licenses, permits and incidentals reasonably inferred as necessary to complete the Work in a timely and workmanlike manner all in accordance with the Scope of Services included herein.
8. Has given the Village written notice of all conflicts, errors, ambiguities, or discrepancies that Respondent has discovered in the RFP, if any, and the written resolution thereof by the Village is acceptable to Respondent. The RFP is generally sufficient to indicate and convey an understanding of all terms and conditions for performing and furnishing the Work for which this Proposal is submitted.
9. Understands that the Village assumes no responsibility for the verbal statements or representations made by its officers, agents, or employees prior to the execution of any contract, unless such representations are made in writing and specifically included as part of the RFP, as an Addendum, or subsequently included in any resulting Contract. Nor shall the Village be liable for any conclusions or interpretations drawn by the Proposer from the information supplied.

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Village of Wilmette

PROPOSAL DOCUMENTS (CONTINUED)

RFP No. 23090

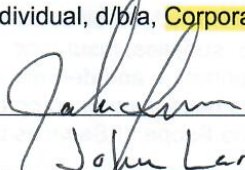
FURTHER, IN SUBMITTING THIS PROPOSAL, RESPONDENT CERTIFIES THAT:

10. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Respondent or with any competitor.
11. Unless otherwise required by law, the prices quoted in this proposal have not knowingly been disclosed by Respondent, prior to opening, directly or indirectly to any other Respondent or to any competitor.
12. This proposal was not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation.
13. They have not directly or indirectly induced or solicited any other Respondent to submit a false or sham proposal; has not solicited or induced any person, firm, or corporation to propose or refrain from proposing; and/or has not sought by collusion to obtain for itself any advantage over any other Respondent or over the Village.
14. They are familiar with all conditions, instructions, and contract documents governing this proposal, including the Bond and Contract terms attached in Appendix One and Two, and that any exceptions to the Bond and/or Contract terms are included on the Proposal Exception Sheet.

SIGNED AND SWORN THIS 18 DAY OF August, 2023.

Entity Name: LRS Services

Entity Type: (circle one) Individual, d/b/a, Corporation, LLC, LLP, Joint Venture, Partnership, Other

Authorized Signature: 

Name / Title: (Print) John Larsen C.O.O.

Mailing Address: 5500 Pearl Street

City/State/Zip: Rosemont, IL 60018

Phone / Email: 77-960-2091 (cell)

PROPOSAL DOCUMENTS (CONTINUED)

RFP No. 23090

CERTIFICATION OF COMPLIANCE

DESCRIPTION: COMMERCIAL SOLID WASTE REMOVAL SERVICES

John Larsen

, having been duly sworn, depose and states as follows:

Having submitted an offer for the above goods and/or services, We hereby certify that: *(initial all that apply)*

PLEASE CHECK ALL APPLICABLE BOXES

☒ **BARRED FROM BIDDING:** We are not barred from bidding on these goods and/or services as a result of a violation of either 720 ILCS 5/33E or of any similar statute of another state or a federal statute containing the same or similar elements.

☒ **SEXUAL HARASSMENT:** We have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).

☒ **PAYMENT OF TAXES:** We are not delinquent in the payment of any tax administered by the Illinois Department of Revenue; or if we are, it: (a) is contesting its liability for the tax or the amount of tax in accordance with procedures established by the Approved Revenue Act; or (b) has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

☒ **EQUAL PAY ACT:** Respondents, and all subcontractors thereof, shall at all times comply with the provisions of the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, *et seq.*

☒ **CONFINED SPACE ENTRY:** We will comply with all requirements of 29 CFR Part 1910 Permit Required for Confined Spaces for General Industry; including Section 1910.146(c) (9) "In addition to complying with the permit space requirements that apply to all employers, each Respondent who is retained to perform permit space entry operations shall: (a) obtain any available information regarding permit space hazards and entry operations from the host employer; (b) coordinate entry operations with the host employer, when both host employer personnel and Respondent personnel will be working in or near permit spaces, as required by paragraph (d)(11); and (c) inform the host employer of the permit space program that the Respondent will follow and of any hazards confronted or created in permit spaces, either through a debriefing or during the entry operation."

☒ **DRUG-FREE WORKPLACE:** We will comply with all requirements Pursuant to Chapter 30, Section 580/1 of the Illinois Compiled Statutes (30 ILCS 580/1) *et. Seq.* entitled "Drug Free Workplace Act"; we will provide a drug-free workplace by:

1) Publishing a statement:

- a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's of Respondents workplace.
- b) Specifying the actions that will be taken against employees for violations of such prohibition.
- c) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - i) Abide by the terms of the statement; and
 - ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.

2) Establishing a drug free awareness program to inform employees about:

- a) the dangers of drug abuse in the workplace;

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Village of Wilmette

PROPOSAL DOCUMENTS (CONTINUED)

RFP No. 23090

- b) the grantee's or Respondents policy of maintaining drug free workplace;
 - c) any available drug counseling, rehabilitation, and employee assistance program; and
 - d) the penalties that may be imposed upon employees for drug violations.
- 3) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 - 4) Notifying the contracting agency within 10 days after receiving notice under part (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.
 - 5) Imposing a sanction on or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 (30 ILCS 580/5) of the Act.
 - 6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
 - 7) Making a good faith effort to continue to maintain a drug free workplace through implementation of this Section.
 - 8) Failure to abide by this certification shall subject the Respondent to the penalties provided in Section 6 (30 ILCS 580/6) of the Act.

☒ NATIONAL SECURITY/USA PATRIOT ACT: We represent and warrant that, pursuant to the requirements of the USA Patriot Act and applicable Commercial Executive Orders, neither we nor any of our principals, shareholders, members, partners, or affiliates, as applicable, as a person or entity are named as a Specially Designated National and Blocked Person (as defined in Commercial Executive Order 13224) and that we are not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. We further represent and warrant that we and our principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

We further represent and warrant we are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Commercial Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that we are not engaged in this transaction directly or indirectly on behalf of or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

We hereby agree to defend, indemnify, and hold harmless the Village of Wilmette, its Corporate Authorities, and all Village of Wilmette elected or appointed officials, officers, employees, agents, representative, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warrant.

PROPOSAL DOCUMENTS (CONTINUED)

RFP No. 23090



EQUAL EMPLOYMENT OPPORTUNITY: In the event of the Respondents non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Respondent may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Respondent agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the areas from which it may reasonably recruit, and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Respondents obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Respondent in its efforts to comply with such Act and Rules, the Respondent will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.
7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Respondent will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Respondent will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

PROPOSAL DOCUMENTS (CONTINUED)

RFP No. 23090



ILLINOIS PUBLIC WORKS EMPLOYMENT DISCRIMINATION ACT

- 1) Discrimination in employment prohibited: (a) No person shall be refused or denied employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor be subjected to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, or other political subdivision or agency thereof (b) The Illinois Human Rights Act applies to all contracts identified in subsection (a). 10/2. Deemed incorporated in contract: The provisions of this Act shall automatically enter into and become a part of each and every contract or other agreement hereafter entered into by, with, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, providing for or relating to the performance of any of the said work or services or of any part thereof.
- 2) Includes independent contractors, etc.: The provisions of this Act also shall apply to all contracts entered into by or on behalf of all independent contractors, subcontractors, and any and all other persons, association or corporations, providing for or relating to the doing of any of the said work or the performance of any of the said services, or any part thereof.
- 3) Deduction from compensation: No Respondent, subcontractor, nor any person on his or her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the State or for any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the Respondent by the State of Illinois or by any municipal corporation thereof, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Act.
- 4) Recovery by injured person: Any person, agency, corporation or association who violates any of the provisions of this Act, or who aids, abets, incites or otherwise participates in the violation of any of the provisions, whether the violation or participation therein occurs through action in a private, public or in any official capacity, shall be guilty of a petty offense for each and every violation or participation therein with respect to each person aggrieved thereby, to be recovered by each such aggrieved person, or by any other person to whom such aggrieved person shall assign his cause of action, in the circuit court in the county in which the plaintiff or the defendant shall reside.
- 5) Violations; punishment: Any person who or any agency, corporation or association which shall violate any of the provisions of the foregoing sections, or who or which shall aid, abet, incite or otherwise participate in the violation of any of the said provisions, whether the said violation or participation therein shall occur through action in a private, in a public, or in any official capacity, shall also be deemed guilty of a petty offense for each and every said violation or participation or, in the case of non-corporate violators, or participators, of a Class B misdemeanor.
- 6) To be inscribed in contract: The provisions of this Act shall be printed or otherwise inscribed on the face of each contract to which it shall be applicable, but their absence therefrom shall in no wise prevent or affect the application of the said provisions to the said contract.
- 7) Partial invalidity; construction: The invalidity or unconstitutionality of any one or more provisions, parts, or sections of this Act shall not be held or construed to invalidate the whole or any other provision, part, or section thereof, it being intended that this Act shall be sustained and enforced to the fullest extent possible and that it shall be construed as liberally as possible to prevent refusals, denials, and discriminations of and with reference to the award of contracts and employment thereunder, on the ground of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin.

PROPOSAL DOCUMENTS (CONTINUED)

RFP No. 23090

PLEASE CHECK THE APPLICABLE BOX

☒ There are no conflicts of interest: and in the event that a conflict of interest is identified anytime during the duration of this award, or reasonable time thereafter, you, your firm or your firm's ownership, management or staff will immediately notify the Village of Wilmette in writing.

☐ There is an affiliation or business relationship between you, your management or staff, your firm, or your firm's ownership, and an employee, officer, or elected official of the Village of Wilmette who makes recommendations to the Village of Wilmette with respect to expenditures of money, employment, and elected or appointed positions. Provide any and all affiliations or business relationships that might cause a conflict of interest or any potential conflict of interest.

PLEASE CHECK THE APPLICABLE BOX

☒ We have a good safety record with OSHA.

☐ We have had an OSHA violation within the past 5 years. (Attach explanation)

SIGNATURE OF PARTY AUTHORIZED TO EXECUTE THIS AGREEMENT

By: 
(Signature)

By: John Larsen C.O.O.
(Print Name and Title)

d/b/a LRS

Business address: 5500 Pearl Street

Rosemont, IL 60018

Business Phone No.: 847-779-7500

Cell Phone No.: _____

E-Mail Address: jlarsen@lrsrecycles.com

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/6/2023

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

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

PRODUCER Cottingham & Butler Michael Saladino 800 Main St. Dubuque IA 52001		CONTACT NAME: PHONE (A/C, No. Ext): 563-587-5000 FAX (A/C, No): 563-583-7339 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: American Zurich Insurance Company	
		INSURER B: Zurich American Insurance Company	
		INSURER C: Navigators Insurance Company	
		INSURER D: AXIS Surplus Insurance Company	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1762051742

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		GLO0111153-06	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BAP0111154-06	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		CH22EXCZ03X3BIC	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC0111152-06 WC7550640-05	12/31/2022 12/31/2022	12/31/2023 12/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Umbrella		P00100104156001	12/31/2022	12/31/2023	Occ/Agg Limit \$5,000,000

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

Additional Named Insureds: Heartland Recycling, L.L.C., Hoving Clean Sweep, LLC and Hoving Pit Stop, LLC, K. Hoving Recycling & Disposal, LLC, Dekalb County Recycling Systems, LLC, Active Disposal Co; Badgerland RE Holdings, LLC, Ecology Solutions, LLC; LRS Holdings, LLC; Roy Strom Refuse Removal Services, LLC; Greenwood Development, LLC; Greenwood Transfer, LLC; LRS Strom RE Holdings, LLC; LRS Portables LLC; LRS Exchange, LLC; LRS Septic, LLC; LRS of Minnesota, LLC; LRS Portables, LLC dba Jimmy's Johnnys, Inland Waste Solutions LLC dba Orion Waste Solutions, LRS Portables LLC dba Joy's Johns; Badgerland Disposal, LLC dba Royal Container Services, dba Badgerland Portables; Crown Portables, LLC; Crown Restrooms

The certificate holder is additional insured on the General Liability policy per written contract between the named insured and the certificate holder that requires such a status subject to the terms and conditions of the endorsement attached to the policy.

CERTIFICATE HOLDER

CANCELLATION

Village of Wilmette 1200 Wilmette Ave Wilmette IL 60091	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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**COMMERCIAL SOLID WASTE
REMOVAL SERVICES
RFP No. 23090
RFP ADDENDUM 01
Date of Addendum: 07/12/2023**

NOTICE TO ALL POTENTIAL RESPONDENTS

The Request for Proposals ("RFP") is modified as set forth in this Addendum. The original RFP Documents and any previously issued addenda remain in full force and effect, except as modified by this Addendum, which is hereby made part of the RFP. Respondent shall take this Addendum into consideration when preparing and submitting its Proposal.

1.0 - PROPOSAL SUBMITTAL DEADLINE

The Proposal submittal deadline remains the same and is not changed by this Addendum.

2.0 - RFP – CHANGES

Item	Section	Description of Change
2.01		None at this time.

3.0 - QUESTIONS AND ANSWERS

The following questions and answers are provided as a matter of information to clarify issues raised about the RFP. To the extent that changes to the RFP are required based on the questions received, the RFP has been modified as noted above in the RFP section of this Addendum.

Item	Questions and Answers
3.01	<p><u>Question:</u> On Page 18 #3, C. the RFP calls for respondents to provide compactors for free. The compaction equipment is usually an extra charge since they can be quite expensive. Will the Village consider changing this?</p> <p><u>Answer:</u> The intent of Section 3c is that these sized containers are available to commercial customers for refuse, recycling, and/or composting and that the cost of the container would be a component of the total service price. This service price could be a higher collection cost or could be a surcharge for the customer.</p> <p>By way of example only, the current pricing for a 2 YD compactor (1x weekly collection) is \$141.82 compared to the pricing for a standard 2 YD container (1x weekly collection) which is \$62.76.</p>



**COMMERCIAL SOLID WASTE
REMOVAL SERVICES
RFP No. 23090
RFP ADDENDUM 01
Date of Addendum: 07/12/2023**

4.0 - INFORMATION

The following item(s) are provided as a matter of information only to all respondents and do not modify or become part of the Proposal.

Item	Description
4.01	None at this time.



**COMMERCIAL SOLID WASTE
REMOVAL SERVICES
RFP No. 23090
RFP ADDENDUM 02
Date of Addendum: 07/13/2023**

NOTICE TO ALL POTENTIAL RESPONDENTS

The Request for Proposals ("RFP") is modified as set forth in this Addendum. The original RFP Documents and any previously issued addenda remain in full force and effect, except as modified by this Addendum, which is hereby made part of the RFP. Respondent shall take this Addendum into consideration when preparing and submitting its Proposal.

1.0 - PROPOSAL SUBMITTAL DEADLINE

The Proposal submittal deadline has been changed as noted herein, and modifies the deadline stated in the RFP.

The new Proposal submittal deadline is 2:00 pm on 08/18/2023.

2.0 - RFP – CHANGES

Item	Section	Description of Change
2.01		<p><u>REPLACE</u>: Pages 01 and 02 of the original RFP with the attached Pages 01 and 02.</p> <p><u>Description of Change</u>: The dates for the last date/time for questions, last addendum issued, and the proposal due date have been modified.</p>

3.0 - QUESTIONS AND ANSWERS

The following questions and answers are provided as a matter of information to clarify issues raised about the RFP. To the extent that changes to the RFP are required based on the questions received, the RFP has been modified as noted above in the RFP section of this Addendum.

Item	Questions and Answers
3.01	<p><u>Question</u>: Will the Village consider pushing back the due date on the RFP from July 28th to August 11th to give respondents more time, the current time frame is extremely short for such a large contract.</p> <p><u>Answer</u>: Yes, see item 2.01 above.</p>



**COMMERCIAL SOLID WASTE
REMOVAL SERVICES
RFP No. 23090
RFP ADDENDUM 02
Date of Addendum: 07/13/2023**

4.0 - INFORMATION

The following item(s) are provided as a matter of information only to all respondents and do not modify or become part of the Proposal.

Item	Description
4.01	None at this time.



REQUEST FOR PROPOSAL NO. 23090

COMMERCIAL SOLID WASTE REMOVAL SERVICES

<https://www.wilmette.com/purchasing/bids-rfps/>

Optional Pre-proposal Meeting	07/20/2023 2:00 pm local time
Last Date/Time for Questions	07/24/2023 08/14/2023 2:00 pm local time
Last Addendum Issued	07/26/2023 08/16/2023 2:00 pm local time
Proposals Due and Opened on DemandStar.com	07/28/2023 08/18/2023 2:00 pm local time
Short-list Interviews	The weeks of 08/07/2023 08/28/2023 and 08/14/2023 09/05/2023

Submit Questions To:
purchase@wilmette.com

Submit Proposals At:
www.DemandStar.com

Note: This cover sheet is an integral part of the proposal documents and is, as are all of the following documents, part of any contract executed between the Village of Wilmette and any successful Respondent.

Respondent Company Name *(please print)*

VILLAGE OF WILMETTE NOTICE TO RESPONDENTS

Notice is hereby given that the Village of Wilmette ("Village") will receive Proposals on DemandStar.com until 07/2808/18/2023 at 2:00 pm, local time for commercial refuse, recycling, and composting services for approximately 350-400 commercial entities.

Optional Pre-Proposal Meeting

An optional pre-proposal meeting for all Respondents will be held on 07/20/2023 at 2:00 pm local time, virtually via MS Teams. Respondents must email purchase@wilmette.com by 2:00 pm local time on 07/19/2023 to request a meeting invitation link.

Description of Work

The proposed work is officially known as Commercial Solid Waste Removal Services, as further described in the Scope of Services section of this RFP.

Availability and Clarification of Documents

This RFP and any addendums will be posted on the Village's website at: <https://www.wilmette.com/purchasing/bids-rfps/>.

Any questions related to this RFP should be submitted in writing to Cliff Ruemmler, Purchasing Manager, at purchase@wilmette.com. Questions received by the Village, including the Village's responses will be consolidated and posted on the Village's website.

The deadline for submitting questions is 2:00 pm local time 07/2408/14/2023. Respondents will provide written acknowledgment of each addendum issued with their submitted proposal. Oral explanations will not be binding. No clarifications, interpretations or addenda shall be issued after 2:00 pm local time on 07/2608/16/2023.

It is the sole responsibility of the Respondent to check the Village's website to determine if an addendum has been posted.

Short-list Interviews

The Village may interview a short-list of Respondents prior to the awarding of the contract. Interviews are expected to be conducted at a mutually agreeable time during the weeks of 08/0708/28/2023 and 08/1409/05/2023, if needed.

Confidentiality

Respondents' response, in its entirety, is subject to the Illinois Freedom of Information Act and no part of the Respondent's proposal will be considered confidential by the Village.



**COMMERCIAL SOLID WASTE
REMOVAL SERVICES
RFP No. 23090
RFP ADDENDUM 03
Date of Addendum: 07/21/2023**

NOTICE TO ALL POTENTIAL RESPONDENTS

The Request for Proposals ("RFP") is modified as set forth in this Addendum. The original RFP Documents and any previously issued addenda remain in full force and effect, except as modified by this Addendum, which is hereby made part of the RFP. Respondent shall take this Addendum into consideration when preparing and submitting its Proposal.

1.0 - PROPOSAL SUBMITTAL DEADLINE

The Proposal submittal deadline has been changed as noted in Addendum Two, and modifies the deadline stated in the RFP.

The new Proposal submittal deadline is 2:00 pm on 08/18/2023.

2.0 - RFP – CHANGES

Item	Section	Description of Change
2.01		None at this time.

3.0 - QUESTIONS AND ANSWERS

The following questions and answers are provided as a matter of information to clarify issues raised about the RFP. To the extent that changes to the RFP are required based on the questions received, the RFP has been modified as noted above in the RFP section of this Addendum.

Item	Questions and Answers
3.01	<p><u>Question:</u> Can the Village please provide a report on total refuse and recycle tonnage for 2021 and 2022?</p> <p><u>Answer:</u> No. The Village's commercial waste and recycling is commingled with that of other communities and accurate tonnages for just the Village is not available.</p>
3.02	<p><u>Question:</u> Can the Village please provide current number and sizes of permanent compactors installed at customer locations?</p> <p><u>Answer:</u> See item 4.01 below.</p>



**COMMERCIAL SOLID WASTE
REMOVAL SERVICES
RFP No. 23090
RFP ADDENDUM 03
Date of Addendum: 07/21/2023**

3.0 - QUESTIONS AND ANSWERS

The following questions and answers are provided as a matter of information to clarify issues raised about the RFP. To the extent that changes to the RFP are required based on the questions received, the RFP has been modified as noted above in the RFP section of this Addendum.

Item	Questions and Answers
3.03	<p><u>Question:</u> Can the Village please provide the historical number of RO hauls performed annually including permanent compactor hauls?</p> <p><u>Answer:</u> This information is not readily available.</p>
3.04	<p><u>Question:</u> Regarding the current roll-off pricing structure, are there a limitation on total tons per service (tonnage cap)? If so, what is the charge per ton over the limit per box?</p> <p><u>Answer:</u> There is no tonnage cap set by the Village. Respondent may provide tonnage caps and overage pricing if they so choose but it is not required.</p>
3.05	<p><u>Question:</u> Can the Village please provide a list of the multifamily buildings that receive service under this contract?</p> <p><u>Answer:</u> See item 4.01 below.</p>
3.06	<p><u>Question:</u> Can the Village confirm there is no bid bond?</p> <p><u>Answer:</u> A bid bond is not required.</p>
3.07	<p><u>Question:</u> Does the Village have a detailed (in Excel) list of services provide by location?</p> <p><u>Answer:</u> See item 4.01 below.</p>
3.08	<p><u>Question:</u> This covers temp roll-off for residential locations, correct?</p> <p><u>Answer:</u> No. Respondent may provide pricing if they so choose but it is not required.</p>
3.09	<p><u>Question:</u> Is 10-yard dumpster included?</p> <p><u>Answer:</u> It's not something the Village has received a lot of requests for.</p>



**COMMERCIAL SOLID WASTE
REMOVAL SERVICES
RFP No. 23090
RFP ADDENDUM 03
Date of Addendum: 07/21/2023**

3.0 - QUESTIONS AND ANSWERS

The following questions and answers are provided as a matter of information to clarify issues raised about the RFP. To the extent that changes to the RFP are required based on the questions received, the RFP has been modified as noted above in the RFP section of this Addendum.

Item	Questions and Answers
3.10	<p><u>Question:</u> Is the Village will be able to provide an Excel form with accounts and service listings.</p> <p><u>Answer:</u> See item 4.01 below.</p>

4.0 - INFORMATION

The following item(s) are provided as a matter of information only to all respondents and does not modify or become part of the Proposal.

Item	Description
4.01	<p>A List of Services by Location in Excel is attached. The information contained in the Excel file was provided by the Village's current service provider.</p> <p>The List of Services by Location attached is provided for information purposes only. It is the Respondent's responsibility to independently verify the information. Errors resulting from use of the attached List of Services by Location Excel file shall not be cause to alter the original proposal or to request additional compensation.</p>



**COMMERCIAL SOLID WASTE
REMOVAL SERVICES
RFP No. 23090
RFP ADDENDUM 04
Date of Addendum: 08/02/2023**

NOTICE TO ALL POTENTIAL RESPONDENTS

The Request for Proposals ("RFP") is modified as set forth in this Addendum. The original RFP Documents and any previously issued addenda remain in full force and effect, except as modified by this Addendum, which is hereby made part of the RFP. Respondent shall take this Addendum into consideration when preparing and submitting its Proposal.

1.0 - PROPOSAL SUBMITTAL DEADLINE

The Proposal submittal deadline has been changed as noted in Addendum Two, and modifies the deadline stated in the RFP. The new Proposal submittal deadline is 2:00 pm on 08/18/2023.

2.0 - RFP – CHANGES

Item	Section	Description of Change
2.01		None at time.

3.0 - QUESTIONS AND ANSWERS

The following questions and answers are provided as a matter of information to clarify issues raised about the RFP. To the extent that changes to the RFP are required based on the questions received, the RFP has been modified as noted above in the RFP section of this Addendum.

Item	Questions and Answers
3.01	<p><u>Question:</u> Can the Village let us know which customers have front-load containers vs rear-load container?</p> <p><u>Answer:</u> The available information is included in the SVDESC column in the Excel file issued with Addendum Three. REL = rear load and FEL = front load.</p>

4.0 - INFORMATION

The following item(s) are provided as a matter of information only to all respondents and does not modify or become part of the Proposal.

Item	Description
4.01	None at this time.



**COMMERCIAL SOLID WASTE
REMOVAL SERVICES
RFP No. 23090
RFP ADDENDUM 05
Date of Addendum: 08/16/2023**

NOTICE TO ALL POTENTIAL RESPONDENTS

The Request for Proposals ("RFP") is modified as set forth in this Addendum. The original RFP Documents and any previously issued addenda remain in full force and effect, except as modified by this Addendum, which is hereby made part of the RFP. Respondent shall take this Addendum into consideration when preparing and submitting its Proposal.

1.0 - PROPOSAL SUBMITTAL DEADLINE

The Proposal submittal deadline has been changed as noted in Addendum Two, and modifies the deadline stated in the RFP. The new Proposal submittal deadline is 2:00 pm on 08/18/2023.

2.0 - RFP – CHANGES

Item	Section	Description of Change
2.01		None at time.

3.0 - QUESTIONS AND ANSWERS

The following questions and answers are provided as a matter of information to clarify issues raised about the RFP. To the extent that changes to the RFP are required based on the questions received, the RFP has been modified as noted above in the RFP section of this Addendum.

Item	Questions and Answers
3.01	<p><u>Question:</u> What is the current administration fee being paid by WM?</p> <p><u>Answer:</u> The Village received \$91,736.00 in 2022 and is budgeted to received \$92,000.00 in 2023.</p>

4.0 - INFORMATION

The following item(s) are provided as a matter of information only to all respondents and does not modify or become part of the Proposal.

Item	Description
4.01	None at this time.

ATTACHMENT TWO GENERAL CONDITIONS

The following General Conditions are an integral part of and are incorporated into the Agreement.

1. Inspections

The Village shall have the right to inspect, or to have inspected by its representative, any work, material, component equipment, supplies, services, or completed work specified herein before acceptance. Any of said items or work not complying with the Agreement are subject to rejection. Any items or work rejected shall be removed from the site and/or replaced at the sole expense of the Contractor. Contractor will make every effort and means available to facilitate the inspection of the work. Any work or material which is deemed to be defective must be rebuilt, replaced, or removed at the Contractor's own expense. Any omission to reject or condemn any work or material at the time of its construction or arrival at the worksite shall not be construed to mean acceptance of the work or material.

Contractor shall not be relieved of its obligations to perform the work in accordance with the Contract either by the actions of the Village or other Village Contractor in the administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

2. Additional Work Requirements

a. Job Site Daily Cleanup

Contractor shall maintain a clean work site and at the end of each day shall make sure that all debris and scrap materials no longer needed for the construction are properly removed and disposed of.

b. Equipment and Materials Staging

Contractor shall be responsible for the proper, safe, and adequate storage of all materials and equipment. The Contractor shall not place any equipment or materials on the job site without prior approval by the Village. All staging locations for equipment and materials must be pre-approved by the Village. Contractor and subcontractors are responsible for the security of their own materials, tools and equipment at the site, and the Village shall not be liable for any loss or damage that may occur thereto.

Contractor shall not be entitled to payment or reimbursement for any off-site storage of materials or equipment unless such off-site storage was pre-approved in writing by the Village.

c. Water

The Contractor may use certain Village fire hydrants under the following conditions:

- i. The Contractor may fill a non-potable water tanker truck using the metered hydrant located at the Village Public Works Yard, located at 711 Laramie Avenue, Wilmette, IL on Weekdays between the hours of 7:00 a.m. and 2:30 p.m. The Contractor's truck must be equipped with a hydrant hose connection (2.5" port). The Contractor will be required to record water usage in a logbook maintained by

staff at the Public Works Yard.

- ii. The Contractor must have prior approval from the Village to utilize a hydrant other than the hydrant located at the Public Works Facility. The Contractor may request a Village-issued water meter and RPZ device from the Village Public Works Yard, located at 711 Laramie Avenue, Wilmette, IL, on Weekdays between the hours of 7:00 a.m. and 2:00 p.m.
- **If a meter is available**, a \$2,500 refundable deposit (cash, check, Visa, MC) and a meter loan permit are required to obtain a Village meter and RPZ device. The meter loan permits are available online at:
 - https://www.wilmette.com/download/Hydrant-Rig-Permit-Application-2021-Fillable_2.pdf; or,
 - At the Village Hall, 1200 Wilmette Avenue, Wilmette, Illinois, on weekdays between 7:30 a.m. and 4:30 p.m. The \$2,500 deposit will be cashed upon receipt and refunded upon return of the meter and RPZ device, minus any damages to the hydrant or the meter and RPZ device. The Village has a limited number of meters and RPZ devices.
- **If no meters are available**, the Contractor will be responsible for supplying its own meter and RPZ device certified in the past year and approved for use by the Village. The Contractor shall report initial and final meter readings to the Village for all Wilmette water used daily.

d. Delivery of Equipment and Materials

All equipment and materials shipped to the Village must be shipped F.O.B. and delivered to a pre-designated location. Contractor shall coordinate delivery schedules in advance with the Village and must be present on site at the time of all deliveries. To the extent any materials or equipment will not be used immediately in the construction of the work, the materials and equipment shall be stored in the location directed by the Village. No deliveries will be accepted on Saturday, Sunday, or holidays.

e. Anti-Idling Policy

To improve air quality and reduce global warming, the Village requests that Contractor inform its employees, subcontractors, and material suppliers to limit engine idling. By making a conscious effort to turn engines off whenever possible, the detrimental consequences to the environment caused by vehicle emissions can be minimized.

f. Vehicles and Equipment

The Contractor's vehicles shall be located on the paved surface of a street and will not use private driveways or block any public sidewalk. The Village shall have final determination of necessary restoration. Equipment shall not enter private property unless entry is customarily required to perform the Work (i.e. parking lots of commercial customers).

3. Prevention of Injury or Damage

a. Safety of Persons

Contractor shall be solely and completely in charge of, and responsible for, maintaining the site and performing the Work, so as to prevent accidents or injury to persons performing the Work, and to any person on, about, or adjacent to the site where the Work is being performed. This duty exists, and shall apply, continuously and shall not be limited to normal working hours. Contractor shall maintain and implement, and ensure that all subcontractors maintain and implement, an appropriate safety/loss prevention program for the protection of employees and persons nearby. Contractor is fully responsible and assumes liability for the failure of subcontractors to comply with the requirements of this Section.

Contractor shall comply with all applicable federal, state, and local safety laws, regulations, and codes, including, but not limited to, those safety precautions as to work in the vicinity of electrical facilities, utilities, and confined spaces, as well as those safety precautions as to the operation of vehicles and equipment, and any and all applicable Occupational Safety and Health Act ("OSHA") standards. Contractor shall be responsible for any and all applicable employee safety training/education, as well as accident record maintenance.

b. Protection of Public and Private Property

Contractor shall adequately protect the site, adjoining properties and all work from damage or loss arising in connection with, or during the performance of, the work. Contractor shall pay for any such damage, injury or loss caused by its agents, employees, or subcontractors or from the action of the elements. Contractor will be required, without cost to the Village, to remove and replace all portions of the damaged work, and to repair or replace all damage caused to Village and private property and adjoining properties. Contractor will take sufficient precautions, and ensure that all Subcontractors take sufficient precautions, to prevent damage to property, materials, supplies, and equipment, and avoid interruptions in the performance of the work. Contractor is fully responsible and assumes liability for the failure of Subcontractors to comply with the requirements herein.

The Contractor shall resolve any claims for damage with the property owner within ten (10) days after damage occurs. Should the damage not be rectified within the time frame agreed upon or to the satisfaction of the property owner, and/or the Village, the Village reserves the right to repair or replace that which was damaged by the Contractor and deduct this cost from any payment due the Contractor.

c. Repair of Damage

Upon termination of the Contract, or upon completion of the work, Contractor shall repair or replace, at no expense to the Village, any damage to existing buildings, paving, landscaping, streets, drives, utilities, Right-of-Way, or other Village property arising during the performance of the work or incidental thereto caused by Contractor, any Subcontractors, material suppliers, or others performing work on behalf, or at the request, of Contractor. Such repair or replacement shall be performed by craftsmen skilled and experienced and shall result in conditions that existed as of the Effective Date of the Contract.

4. Concealed Conditions

- a. Contract Drawings showing the approximate location of existing and new utility lines, if any, have been identified and located as accurately as possible using readily available information. However, the Contractor is responsible for verifying the accuracy of all locations. If utilities require relocation or rerouting Contractor shall notify the Village and cooperate with the Village to make the required adjustments.
- b. If utility service which is shown on the Drawings is interrupted for any reason, Contractor will work continuously to restore such service to the satisfaction of the Village at no additional cost to the Village. Should Contractor fail to proceed expeditiously with appropriate repairs, the Village shall have the right to have any needed repairs completed and the cost of such repairs shall be deducted from any amount due or to become due to Contractor.
- c. If utility service, which is not shown or which is misidentified on the Drawings, the existence or proper location of which could have been discovered by careful examination and investigation of the Project site by Contractor, is interrupted for any reason, the entire cost to restore service to the satisfaction of the Village shall be paid by the Contractor.
- d. Contractor shall promptly, but in no case more than ten (10) days from discovery and before the conditions are disturbed, notify the Village in writing of:
 - i. Subsurface or latent physical conditions or any condition encountered at the site which differ materially from those indicated in the Contract and which were not known by Contractor or could not have been discovered by careful examination and investigation of the site of the proposed work.
 - ii. Unknown and unexpected physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered in the locale or generally recognized as inherent in the work provided for in the Contract.
 - iii. Concealed or unknown conditions in an existing structure which are at variance with the conditions indicated by the Contract, which are of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work and which were not known by the Contractor and could not have been discovered by careful examination and investigation of the Project site.
 - iv. If the Village determines that changed conditions do not exist or are not materially different and no adjustment in the Contract Amount or time is warranted, the Contractor shall continue performance of the work. No claim by the Contractor for a change in the Contract Amount or Times shall be allowed unless the required written notice is given, and the Village is given adequate opportunity to investigate the conditions encountered prior to any disturbance thereof.

5. Interpretation of the Work

The Village shall in all cases determine the amount or quantity of the several kinds of Work, which are to be paid for under this Contract, and shall decide all questions which may arise relative to the execution of the Contract on the part of the Contractor, and all estimates and decisions shall be final and conclusive. The Village shall have the right to make alterations in the lines, grades, plans, forms, or dimensions of the work herein contemplated either before or after

the commencement of the work. If such alterations diminish the quantity of the work to be done, they shall not constitute a claim for damage or for anticipated profits on the work dispensed with, or if they increase the amount of work, such increase shall be paid according to the quantity actually done and at the price or prices stipulated for such work in the Contract. The Village hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the Contractor proposes to furnish pursuant to the Contract.

6. Suspension

The Village may, at any time, by written notice to the Contractor require the Contractor to stop all, or any part, of the work required by the Contract. Upon receipt of such a notice, the Contractor shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the notice. Contractor shall, upon receipt of notice of suspension, identify in writing all work that must be completed prior to suspension of the work, including all work associated with suspension that must be performed. With respect to work so identified by Contractor and approved by the Village, the Village will pay for the necessary and reasonable costs associated with that work. Contractor shall not be entitled to any claim for lost profits due to the suspension of the work by the Village.

7. Correction of Work

- a. Upon receipt of notice, Contractor shall promptly remove from the site and replace any material or correct any defective work or work that fails to conform to the requirements of the Contract, whether completed or not and whether observed before or after Substantial or Final Completion. Contractor shall pay all costs of correcting such work or material including the cost of additional professional services necessary, and the cost of repairing or replacing all other work damaged by such removal or replacement.
- b. If within one year after the date of Substantial Completion (or such longer period of time prescribed by any special guarantee or warranty) any work is found to be defective, Contractor shall promptly, at its sole cost and expense and without cost to the Village, repair, replace or correct such defective work along with any damage to other work resulting therefrom.
- c. Contractor's obligations under this Paragraph are in addition to any other obligation or guarantee or warranty contained in the Contract and shall survive the termination of the Contract. The terms of this Section are not in lieu of, and shall not be construed as a waiver of, any applicable statute of limitation or repose.
- d. If the Contractor fails to correct defective work within a reasonable time, the Village may perform the necessary corrections. A Change Order will then be issued reflecting an equitable deduction from the Contract Amount for the costs of correction incurred by the Village. The costs of correction will be deducted from payments due to the Contractor or, if no further payments are due to Contractor, then the Contractor's surety will be responsible for said payment.

8. Warranty

- a. Contractor warrants to the Village that all material and equipment furnished under this Contract shall be new and of the most suitable grade for the purpose intended and that all work shall be of good quality, free from faults and defects and in conformance with the Contract. Prior to Final Completion, Contractor shall deliver to the Village all warranties required under the Contract, or to which Contractor is entitled from manufacturers, suppliers, and Subcontractors. All warranties for goods and materials incorporated into the work shall begin on the date of Substantial Completion.
- b. Neither the final payment nor partial or entire use or occupancy of the site by the Village shall constitute an acceptance of work not done in accordance with Contract or relieve the Contractor or its sureties of liability with respect to any warranties or responsibilities for faulty or defective materials and workmanship. Contractor or its sureties shall remedy any defects in work and any resulting damage to work at its own expense. Contractor shall be liable for correction of all damage resulting from defective work. If Contractor fails to remedy any defects or damage, the Village may correct the defective work or repair damages and the cost and expense incurred shall be paid by or be recoverable from the Contractor or its surety.
- c. Contractor warrants that the work shall be done in a workmanlike manner. These are Contractors only warranties. Contractor disclaims all other express or implied warranties, including, without limitation, the implied warranties of merchantability, non-infringement and fitness for a particular purpose.
- d. Contractor warrants that no materials or supplies for the work purchased by Contractor or any Subcontractor are subject to any chattel mortgage or other condition or agreement by which an interest is retained by the seller. Contractor further warrants that he/she has good title to all materials and supplies used in the performance of the work, and any such materials and supplies are free from all liens, claims or encumbrances. Contractor agrees to indemnify and save the Village harmless from all claims and costs incurred with respect to the lawful demands of Subcontractors, laborers, workmen, mechanics and suppliers of machinery, parts, equipment, tools, and materials arising from Contractor's breach of this Section.

9. Documents

- a. Ownership
All drawings, Scope of Services, reports, and any other project documents prepared by the Contractor in connection with any or all the services furnished hereunder shall be delivered to the Village for the expressed use by the Village. All documents, memoranda, drawings, designs, Scope of Services, calculations, computer programs, computer discs, records, notes, samples, and information recorded in any tangible or computer form generated or prepared by or at the direction of Contractor shall be the exclusive property of the Village.

Contractor shall provide such work product to Village immediately upon request or termination of this contract for any cause, and such work product shall be of a quality to assure total reproducibility of the documents delivered. In particular, the Village may request,

at no additional cost, the delivery of additional sets of drawings or documents if the Contractor fails to deliver a fully reproducible document. Contractor shall not publish, in any technical articles, publications or otherwise, information obtained from performing this Contract on behalf of the Village, without the prior written consent of the Village.

The provisions of this Section shall survive the expiration, conclusion, and termination of this Contract.

b. Deliverables

Deliverables, including but not limited to, any plans, Scope of Services, reports, or other project documents prepared by Contractor pursuant to this Agreement shall be the exclusive property of the Village.

Contractor shall provide the Village with the Deliverables both printed form and electronically. All reports and related information shall be compatible with the latest version of the Microsoft Office Suite of Products. All CAD related information shall be compatible with the latest version by Autodesk Corporation. Deliverables in printed form shall be of a quality that assures total reproducibility by the Village.

10. Technology

If required to perform the Work, Contractor will be provided with one or more Village iPads and accompanying wireless internet access during the performance of the Work. Contractor shall only use the Village provided iPads and wireless internet access when performing the Work outlined herein on behalf of the Village; and in accordance with the Village's policy on computer usage and internet access.

Contractor shall have no expectation of privacy with regards to the use of the iPads, software and wireless internet access provided by the Village.

Contractor will return the iPads to the Village upon request or completion of the Work in the same condition as the iPads were in when checked out by Contractor. The Contractor will be financially responsible for the timely repair or replacement of any iPads provided to Contractor not returned in the same condition as when they were checked out.

**ATTACHMENT THREE
DETAILED SCOPE OF SERVICES**

The following Detailed Scope of Services and other provisions shall govern the performance of the Work and will be made a part of the Contract.

1. Solid Waste Collection and Disposal

a. Commercial Service

Materials to be collected by the Contractor and transported to a facility meeting the requirements of the state in which the facility is located and any United States governmental agencies.

- i. Commercial, industrial, and institutional waste
- ii. Certain Multi-family units waste
- iii. Recyclable Materials as provided in Attachment Three
- iv. Temporary Construction and Demolition Roll-Off

b. Schedule and Location of Collection

Commercial Service Waste shall be collected in compliance with the generally applicable provisions of Village's Municipal Code, now or hereafter amended.

c. Disposal of Solid Waste

Commercial, industrial, institutional, and certain multi-family Commercial Waste. The Contractor shall transport for processing all Commercial Waste collected pursuant to this Agreement to a facility meeting the requirements of the state in which the facility is located and any United States governmental agencies.

d. Solid Waste Collection Data

- i. The Contractor shall provide to the Village, on a quarterly basis, a report on the quantity of all commercial solid waste, recycling, and composting collected within the Village, and a breakdown of the number of franchised accounts.
- ii. An annual audit of the scope of service matrix will be performed and access to this matrix data base will be provided to the Village. The information on this service matrix will include the name of account, the service address, the billing address (if different than the service address), a contact person, a telephone number and fax number where the contact person can be reached, the type and size of containers on site, the quantities of containers on site, the frequency of collections and an itemization of what day collections are performed, the current service rate of each account and the annual franchise revenue for each account.
- iii. Program data and other public information will be provided to each account upon the request of the Village to do so.

2. Recyclable Materials Collection and Disposal

- a. **Recyclable Materials.** Recyclable Materials collected shall be transported for sale (with an intermediate diversion for processing permitted) to sites mutually agreed upon by the Village and the Contractor that meet the requirements of the county and/or state in which the facility is located and any United States governmental agencies.
- b. **Commercial Recycling Service.** Materials to be collected by the Contractor as defined herein and transported to the facility or facilities mutually agreed upon by the Village and the Contractor that meets the requirements of the state in which the facility is located and any United States governmental agencies.
- c. **Transportation of Recyclable Materials.** Recyclable Materials shall be sorted, processed, and transported for sale to sites mutually agreed upon by the Village and the Contractor. The Contractor shall retain all income (and fully bear all losses) resulting from the disposition of recyclable Materials.
- d. **Recyclable Materials Collection Data.** In order to determine participation and diversion rates, the Contractor shall provide to the Village a quarterly report on the weight (in tons) of all Recyclable Materials collected from Commercial Entities under this Agreement. The Contractor shall also include in the quarterly report the number of commercial entities from whom Recyclable Materials were collected.
- e. The Contractor, as agent for the Village, shall have a contractual obligation to ensure that all Recyclable Materials collected (except small quantities of process residuals) are properly processed and marketed. No collected Recyclable Materials shall be landfilled or incinerated unless advance authorization to do so is given by the Village.
- f. If changes in the market for any particular Recyclable Material makes continued collection of such Recyclable Material not economically feasible, the Contractor shall consult with the Village regarding the market changes of the affected Recyclable Material. The Village may, in its discretion, agree to remove from the list of Recyclable Materials any economically infeasible item upon such market change.

3. Compost Collection and Disposal

- a. "Compost" shall mean organic materials, including food scraps (fruits, vegetables, bread and grains, pasta and cereal, coffee grounds and filters, loose-leaf tea and paper tea bags without a staple, eggshells, nut shells) and yard waste. Compost may include meat and fish, bones, dairy products, and soiled paper goods (tissues, paper towels, napkins, and uncoated take-out containers). Compost does not include oils, fats, grease, pet or bathroom waste, or any non-biodegradable materials.
- b. Commercial Composting Service. Materials to be collected by the Contractor as defined herein and transported to the facility or facilities mutually agreed upon by the Village and the Contractor that meets the requirements of the state in which the facility is located and any United States governmental agencies.
- c. Transportation of Composting Materials. Composting Materials shall be processed and transported to sites mutually agreed upon by the Village and the Contractor. The Contractor shall be fully responsible for costs and shall retain all revenues resulting from the disposition of Composting Materials.
- d. Composting Materials Collection Data. The Contractor shall provide to the Village, a quarterly report on the weight (in tons), of all Composting Materials collected from Commercial Entities under this Agreement. The Contractor shall also include in the quarterly report the number of commercial entities from whom Composting Materials were collected.
- e. The Contractor, as agent for the Village, shall have a contractual obligation to ensure that all Composting Materials collected are properly processed. No collected Composting Materials shall be landfilled or incinerated unless advance authorization to do so is given by the corporate authorities of the Village.

4. Contractor Compensation

- a. For providing for, on behalf of the Village, the collection, transportation, and disposal (or sale) of commercial refuse and recyclables at a facility or facilities mutually agreed upon by the Village and the Contractor, and for providing revenue collection services, the Contractor shall receive as compensation the rates outlined in Attachment One.
- b. Rates identified in Attachment One will adjust annually based on the mutually agreed upon adjustment formula specified herein.
- c. Commercial Services are provided by the Contractor on behalf of the Village. The Contractor shall perform on a monthly basis in advance of services provided, on behalf of the Village, the billing and collection of all rates and charges imposed on commercial entities by the Village relating to such Commercial Services. The Village agrees to cooperate and assist the Contractor, when necessary, in the collection of funds owed for services performed. The Contractor is responsible to inform the Village on all delinquent accounts where service may ultimately be affected or suspended due to these delinquencies. The Village further agrees to cooperate with respect to information, if any, relating to property vacancies or any other information that will

assist the Contractor in the execution of this Agreement.

- d. At the Village's sole discretion, in the event that service is suspended on a delinquent account, the Village reserves the right, but is not required, to compensate the Contractor on a month-to-month basis for continuing to collect the delinquent account's solid waste and recycling at the same unit rate afforded to all other accounts commencing on the next business day after the delinquent account was suspended. The Village will not be responsible for any previously unpaid account fees, interest or any other amount(s) owed to Contractor by Customer up to the account suspension date.
- e. In addition to charging commercial entities a reasonable late payment fee or any other right of recovery available to Contractor at law or equity, Contractor may also, in its discretion, suspend service if payment is not timely made. However, if the Contractor fails to provide service to such a customer that is current in its payments and fails to cure such defect within Seven (7) days after notice from the customer, the customer shall have the right to obtain service from another waste hauler and credit that cost against any amount due to the Contractor on future invoices from the Contractor.

5. Village Compensation

The Contractor shall remit to the Village an administrative fee of an agreed upon amount per year in four equal quarterly payments and submit the same along with the service reports required in Attachment One. The administrative fee shall not be separately listed on the monthly bills to the commercial entities.

6. Delays

- a. No Strike Clause. The Contractor shall be required to file proof with the Village that any collective bargaining agreement Contractor may have with its employees contains a "no strike" provision which will remain in full force and effect for the duration of any such collective bargaining agreement. Within thirty (30) days after the execution of any new collective bargaining agreement, the Contractor shall forward to the Village proof that said new agreement also contains the required "no strike" clause.
- b. Village's Rights upon Work Stoppage. Should a work stoppage occur which lasts more than three (3) calendar days, the Village shall be permitted to initiate such actions and procedures as the Village deems necessary to perform, with the use of its own employees, or otherwise by contract, the solid waste collection services to be furnished by Contractor pursuant to the Contract. All increased or additional costs and fees incurred by the Village in this regard shall be paid by Contractor and will be deducted from payments due to the Contractor (unless Contractor's performance is otherwise excused pursuant to Section 37 – Default, subsection b(ix) – Force Majeure of this Contract) or, if no further payments are due to Contractor, then the Contractor's surety will be responsible for said reimbursement to the Village. Contractor's obligation under this Section to reimburse the Village is in addition to any other obligation contained in the Contract and shall survive the termination of the Contract. The terms of this Section are

not in lieu of, and shall not be construed as a waiver of, any applicable statute of limitation or repose.

7. Customer Service

- a. The Contractor shall maintain a US based office and toll-free telephone number (staffed by a live person) for the receipt of service calls or complaints on all collection days from 8:00 a.m. to 6:00 p.m.
- b. The Village and the Contractor will agree upon the contents of a complaint form to be used to record all complaints or concerns received by the Village and Contractor. Contractor shall, at its sole cost and expense, have the complaint form printed and available for use prior to the commencement of the Contract. The Contractor will supply the Village with sufficient forms for use by Village staff.
- c. All complaints must be given prompt and courteous attention, and in case of a missed scheduled collection, the Contractor shall immediately investigate; and if verified, shall arrange for immediate pick up, if possible, but in no event, later than 24 hours after the complaint is received.
- d. Where any dispute arises between a customer and the Contractor, as to the manner or placing of containers for collection, the Contractor agrees that in the specific instance collection will be immediately made even though in the Contractor's opinion, the customer is in error. Contractor shall immediately report the same to the Village, so that the Village and the Contractor may resolve the dispute, if possible. The intent of this paragraph is to avoid disputes/disagreements between the customers and the Contractor's employees, and to permit disputes/disagreements to be handled by mutual discussion between the Contractor and the Village.
- e. In the event of a complaint of property damage or injury to persons (other than Contractor's own employees or agents) arising out of, or relating to, the performance of the Contract, Contractor shall provide notice to the Village within 24 hours of the property damage complaint, and/or injury to persons.
- f. The Village shall notify the Contractor of each reported violation of the Contract. It shall be the duty of the Contractor to take whatever steps may be necessary to remedy the cause of the complaint and notify the Village within 24 hours after receipt of the complaint, confirming that action has been taken and the matter has been resolved.
- g. The Contractor is responsible for determining if an account is receiving sufficient service in terms of frequency of collection and on-site containers. If, for purposes of code enforcement, the Contractor deems that on-site storage is exceeded regularly, it shall recommend to the Village, that an increase in collection frequency or an upgrade of container size is necessary.

8. Customer Education

- a. Contractor shall, at its sole cost and expense, develop, print, and distribute to all customers a brochure (pre-approved by the Village) setting forth the regular established schedule of collection services and explaining the solid waste and recycling programs that will be in place within the Village. If applicable, the brochure will include the method for customers to change their refuse service. Contractor shall update the brochure and redistribute it to all customers whenever there is a change in the scheduled service, programs provided, or materials accepted for collection.
- b. Upon request, the Contractor shall, at its sole expense, also provide and distribute to Village customers educational materials as the Village deems necessary, covering such matters as environmental best practices and the proper disposal of hazardous waste. Contractor shall have representatives available to participate in any Village-sponsored events promoting environmental awareness.
- c. Direct Mailing. Prior to the commencement of Services under this Contract, the Contractor shall prepare, with the approval of the Village, a direct mail piece for delivery to all Customers prior to November 01, 2023. The direct mail piece shall describe the services and options under this agreement, provide pricing information for services that are to be billed directly to the customer, and shall contain procedures for the proper placement of containers to enable collection services. Upon request of the Village, the Contractor shall mail one such piece no more frequently than once per year.

9. Rules and Regulations Governing Collection Operations

The Village reserves the right to promulgate from time to time such rules and regulations as deemed reasonably necessary for the satisfactory performance of the Contract. Without limitation, in performing the solid waste collection services hereunder, Contractor shall ensure that its employees, agents, and subcontractors abide by the following rules and regulations:

- a. Appropriate care must be taken in the loading and transporting of solid waste so as to eliminate spillage related to the solid waste collections services set forth herein. Any spilled solid waste, caused by Contractor or otherwise, shall be picked up by Contractor in the course of its performance. Each refuse truck shall be equipped at all times with a broom and shovel for the purpose of cleaning up any spilled solid waste.
- b. Local Improvements. The Village reserves the right to construct any improvement or to permit any construction in any street, which may have the effect for an unspecified period of time of preventing the Contractor from traveling his accustomed route or routes for collection. The Contractor shall, however, by an acceptable method, continue to collect the refuse, recyclables, and compost to the same extent as though no interference existed upon the streets formerly traveled.
- c. Weight Restrictions
 - i. The Contractor is required to comply with all weight restrictions and safety requirements as established by state, county and/or Village laws, rules and regulations regarding vehicles traveling along roadways within the Village.

- ii. In the event it is not possible to fully load a vehicle and stay within the applicable weight limitations, it shall be the responsibility of the Contractor to reduce loadings to conform thereto.
- iii. Contractor acknowledges that there are two bridges within the Village that have weight restrictions, including, the bridge extending over the North Shore Channel on the 200 block of Linden Avenue (10 tons) and the bridge located on the 200 block of Maple Avenue (15 tons).
- d. Contractor shall require its employees to wear standardized company uniforms, which shall include the name of the employee affixed to the shirt, while providing the collection services and shall require that these uniforms be maintained in a clean and neat condition.
- e. Employees and all others performing the solid waste collection services shall be courteous to Customers and shall refrain from the use of profanity.
- f. Containers shall be completely emptied and returned to approximately the same location from where they were removed and shall be placed out of the public street and alleys. The Contractor shall exercise all reasonable due care and diligence in handling solid waste containers so as to prevent damage thereto. All containers shall be left standing upright and container lids shall be replaced on or in the respective containers or adjacent thereto and not scattered about.
- g. Employees shall not be impaired in any manner while working in, coming to, or leaving from the Village, nor shall they accept remuneration of any kind from customers, while performing collection services under the Contract. Violation of this regulation shall be cause for immediate reassignment of the employee when notified by the Village or upon notice by Contractor.
- h. The Contractor shall require all employees who operate, or may operate, a vehicle or truck during the performance of the collection services to possess all applicable operator's license(s) which Contractor shall, at its own cost, ensure remain in effect and valid throughout the Contract period, or an extension thereof.
- i. Contractor shall refuse to accept for regular collection any material that is unlawful to accept. To the extent Contractor does not accept any solid waste set out for pick up due to the fact that the solid waste either is in non-conforming containers or is a material which Contractor is prohibited from collecting, then Contractor shall tag such non-conforming container or unacceptable solid waste and place a checkmark on the tag as to the reason removal was not performed. Contractor shall, as soon as possible thereafter, but in no event later than the end of that collection day, notify the Village Manager or their designee by telephone or e-mail of the address and reason that collection was not made. Unacceptable materials shall be returned to the container and not left on the street, alley, or other adjacent area.
- j. Each refuse truck shall maintain an adequate supply of tags to be affixed to non-

conforming solid waste containers and/or unacceptable solid waste set out for pick up.

- k. The Contractor shall have the right to notify any customer of noncompliance with the applicable Village code provisions concerning the handling or disposal of solid waste as those same may apply to such customers. The Contractor shall report any continuance of any such noncompliance to the Village.
- l. Blocked access to the solid waste containers shall not relieve Contractor from the responsibility of providing service to that collection stop.
- m. Collection operations shall be conducted so as to minimize interference with the use of the public right of ways, school drop-off and/or pick-up lanes, access drives, and entrances to dwellings or structures. There shall be no unauthorized or unwarranted entry or passage through the premises of any third party.
- n. Any gates to either solid waste container enclosures or to a collection stop itself shall be properly closed and latched by employees upon leaving the premises serviced.
- o. Containers damaged by Contractor shall be replaced with an equivalent container. If the Contractor fails to do so within 24 hours of being so notified, (excluding Saturdays, Sundays, and Holidays), then the Village may do so and then deduct all costs associated with the procurement, purchase, and delivery of the container.
- p. Parking for Contractor's equipment is not permitted at the Village Public Works Facility, or at any other Village owned property unless prior authorization is obtained by the Village in writing.
- q. Contractor shall, upon the request of the Village, reassign any employee who violates any of the regulations governing collection operations.
- r. Trucks/vehicles used for the collection shall be kept closed except during the performance of collection operations and along collection route.

10. Contractor's Supervisors and Representatives

- a. Field Operations Supervisors
 - i. Contractor shall designate and provide the Village with the name and phone number of one primary and one alternate field supervisor, who shall be employees of the Contractor and who can be reached, without delay, at any and all times that collection services are being performed and who shall manage and oversee the performance of the solid waste collection services to be performed under the Contract.
 - ii. The field supervisor shall have a complete working knowledge of the specifications of the Work included herein, oversee the work being performed by the Contractor's crews, and meet regularly with a Village employee to inspect and sign-off on the work performed, if requested. In addition, the field supervisor

will also have full authority to: resolve customer complaints or disputes; manage, engage and/or discharge Contractor's employees; promptly supply any necessary equipment, materials, or incidentals; and, negotiate on the Contractor's behalf and legally commit the Contractor in writing to any changes, additions or deletions to the Work specifications included herein or new Work requested by the Village in writing up to a limit of \$2,500.

- iii. If any such persons so employed shall refuse or neglect to obey the directions of the Village, in anything relating to the performance of the collection services, or shall appear to be incompetent, disorderly, or unfaithful, he/she shall, upon request of the Village, be discharged from the position of field supervisor.
- b. **Contractor's Representative**
Contractor shall also provide the Village with the name and phone number of the Contractor's representative who, in the case of an off-hour's emergency, can be readily accessible and be available for quick response to any location within the Village. If that person does not respond within the period of time requested to be present by the Village, then the Village shall have the right to hire or use other personnel to remedy the emergency situation. All reasonable costs, including the payment of overtime wages or charges and the payment of any additional fees, incurred by the Village in doing so, shall be deducted from payments due, or that become due, to the Contractor.
- c. **Customer Service Representative**
The Contractor shall provide the Village with the name, phone number, and email address of two individuals who shall serve as the Contractor's liaison for customer service issues and complaints.
- d. **Change in Supervisors**
Contractor shall immediately notify the Village in writing of any change in the identity and telephone number of the Contractor's field supervisors or representative.

11. Collection Trucks

- a. **Sufficient Fleet Performance**
 - i. Contractor shall provide and maintain, during the entire contract term, a fleet of collection trucks, support and/or backup vehicles sufficient in number and capacity to efficiently perform the work and render the services required under the Contract.
 - ii. In the event the Contractor does not have sufficient equipment available for the performance of its obligations under the Contract, it shall within ten (10) days of the Notice of Award, produce evidence of a purchase order being placed for additional equipment to demonstrate to the Village that additional and sufficient equipment will be available by January 1, 2024.
 - iii. Vehicles used in the performance of the Contractor's duties under the Contract shall display on both sides of the truck cab, in figures at least five inches (5") in

height, the assigned truck number of each vehicle and the Contractor's name, address and telephone number but shall not display any advertising signs, including political signs or slogans on cab or body of truck.

b. Vehicle Maintenance

Contractor shall provide uniformly painted vehicles and equipment, with no rust showing on the cab, chassis or body and shall maintain its vehicles and equipment in good condition at its own expense and shall keep said vehicles free from objectionable odors. The vehicles/equipment shall be kept in clean, sanitary and in quiet operating condition and shall be washed on a regular basis.

c. The Contractor agrees to collect all materials in fully enclosed, leak-proof, modern trucks. All vehicles and collection equipment will be kept in safe, operable condition. Any equipment that is used by the Contractor, that is determined to be unsafe, or in an overall poor condition by the Village, shall be replaced at the request of the Village. Equipment used for Collection Services may be open-body trucks, dump trucks and similar type equipment. When open-body trucks are used, the Contractor shall take such action as is necessary to prevent littering and blowing debris.

d. Communications

Each truck shall be equipped with radio communication between vehicles and Contractor's base station. Contractor shall also provide a means of radio communication with the Village. Cellular telephone communication between Contractor's field supervisors, the Village, and field operations is acceptable.

e. Submission and Approval.

- i. The specific collection trucks and equipment proposed to be used by the Contractor shall be identified and included in Proposal Attachment #5 and shall be approved at the time of execution of the Contract and shall not be changed without the Village's written approval. Such approval by the Village does not waive its right to require that Contractor provide additional collection vehicles in order to perform the work.
- ii. All vehicles used for collection purposes, except those exempted by other provisions of these specifications, shall be enclosed, leak proof, packer-type truck bodies, with self-contained mechanisms to load and compress the material collected. Packer-type equipment shall provide a degree of compaction equal to or better than 3-to-1 compaction of the garbage and refuse material involved. These vehicles must be modern, neat, rear, front, or side-loading packer-type motor trucks, having entry for refuse into the vehicle's collecting body. The Contractor should be aware of Village neighborhood tree locations, narrow alleys, 'H' alley intersections and their possible impact on the use of their equipment.
- iii. The Village shall have the right to require the Contractor to replace vehicles/equipment which consistently fail to meet the requirements of these Specifications.

12. Containers

- a. Containers used under the franchised service shall be operable, safe, and free of graffiti. Any container in disrepair of this sort shall be replaced within three (3) days of notification by the Village. Containers with plastic lids that are ill-fitted due to obsolesces or warping shall be replaced within three (3) days of notification by the Village, in order to maintain a tight-fitting seal to prevent access for pests.
- b. All containers will be adequately demarcated with the Contractor's logo. Each container will have an inventory control number demarcated on each container that is cross-referenced to the service matrix.

13. Reporting Requirements

- a. The Contractor shall provide to the Village, on a quarterly basis, a report on the quantity of all commercial solid waste collected within the Village, recycling diversion data and a breakdown of the number of franchised accounts.
- b. An annual audit of the scope of service matrix will be performed and access to this matrix data base will be provided to the Village. The information on this service matrix will include the name of account, the service address, the billing address (if different than the service address), a contact person, a telephone number and email address where the contact person can be reached, the type of containers on site, the quantities of containers on site, the frequency of collections and an itemization of what day collections are performed, the current service rate of each account and the annual franchise revenue for each account.
- c. Program data and other public information will be provided to each account upon the request of the Village to do so.

14. Contract Changes

The Village reserves the right to make changes in the scope of the Contract including, but not limited to, the addition, deletion, or modification of the extent of, or terms governing, the solid waste collection services to be provided under the Contract by mutual agreement of the parties. Any such changes shall not invalidate the Contract or relieve the Contractor of any obligations under the Contract. Changes shall be authorized in writing and executed by the Village and Contractor either by means of a Change Order or by means of an Addendum to the Contract.

The cost or credit resulting from a change in the Contract shall be determined in one or more of the following ways:

- a. By unit prices named in the Contract or additional unit prices subsequently agreed upon (no additional amounts for overhead and profit shall be allowed).
- b. By an amount mutually agreed to by Contractor and the Village as a fixed or percentage fee.

- c. By agreement on a lump sum proposal submitted by Contractor. Lump sum proposals shall include a detailed cost breakdown for each component of Work indicating both labor and material costs. In addition, there may be added an amount agreed upon, but not to exceed five percent (5%) of the actual cost, for overhead and profit.

15. Liquidating Damages

Contractor understands and recognizes the impracticalities and difficulties in calculating, measuring, and proving the injury or loss suffered by the Village should the Work not be completed in accordance with the Contract terms; and therefore, agrees to the appropriateness of the liquidated damages set forth herein. The Village and Contractor agree that should Contractor default in its performance, the Village may, in addition to its right to terminate the Contract, deduct the liquidated damages stated below from amounts due, or which may become due, to the Contractor from the Village. Contractor shall be liable to the Village in the amounts shown, not as a penalty, but as liquidated damages.

Violation Type		\$ Per Occurrence
i.	Failure to clean up spilled refuse or wash down streets/alleys upon notice or request.	\$25, plus Village costs
ii.	Failure to maintain clean vehicles and other equipment as provided in the Scope of Work, within 24 hours after notice to do so has been provided.	\$25
iii.	Failure to collect refuse, recyclables, or compost within 24 hours after notification by the customer or the Village of the missed pick-up.	\$25
iv.	In addition to XYZ above, failure or neglect to correct chronic problems will be considered a breach of the Contract. Chronic complaints shall be construed to be two or more similar instances at the same collection stop within a sixty (60) day period.	\$100
v.	Failure to return containers to designated locations and to replace and close lids as provided for in the specifications.	\$25
vi.	Except as to complaints for missed pickups, failure to resolve all other types of complaints within two (2) business days.	\$25
vii.	Failure to inform the Village, within 72 hours of any complaint made against Contractor regarding property damage caused by Contractor.	\$100
viii.	Failure to inform the Village, within 24 hours of any injury to persons (other than Contractor's employees or agents).	\$200

Violation Type		\$ Per Occurrence
ix.	Failure of Contractor to correct vehicle deficiencies within 14-days after receiving notice thereof.	\$100
The Contractor can appeal to the Village in writing within ten (10) days after notice of intent to deduct liquidated damages. The decision of the Village is final.		

16. Other

- a. Audit of Records. The Village reserves the right to audit Contractor's records and receipts with respect to the performance of the solid waste collection services upon being given ten (10) calendar days' notice by the Village of the requested review. The Contractor shall keep its books and records in such a manner as will readily facilitate the assessment of the Contractor's billing, collection, disposal, and recycling activities of the Village.

17. Recyclables To Be Collected

Contractor is encouraged to identify additional items, not on the current list, which would be acceptable for collection. The Village reserves the right to phase in, at a later date, any recyclable material(s) which the Contractor has indicated an ability to collect but which the Village has not yet added to the collection program, or to phase in any material(s) that the Contractor may not presently offer but will be able to offer sometime during the term of the Contract.

- a. Brown paper bags
- b. Corrugated cardboard (flattened)
- c. Boxes and cartons
- d. Chipboard/paperboard (to include brown or gray box board or paperboard, cereal boxes, shoe boxes, paper towel cores, flattened)
- e. Magazines and catalogues
- f. Mixed paper, glossy & non-glossy (to include stationary, notebook paper, post-it notes, computer paper, typing paper, flyers, greeting cards, file folders and all envelopes, with and without windows)
- g. Newspaper (including all supplements)
- h. Telephone books
- i. Wet strength carrier stock (to include paper board used for refrigerated and frozen items)
- j. Frozen food packages
- k. Aerosol cans (emptied)
- l. Aluminum cans, tin, steel, bi-metal cans, and foil
- m. Formed aluminum containers and wraps.
- n. Aseptic packaging and gable top containers
- o. Formed steel containers.
- p. Glass bottles and jars (brown, green, and clear)
- q. Plastic containers (colored or cloudy white HDPE milk, juice and/or water bottles, jars, and jugs)
- r. All plastic containers and bags #1 through #7; including, #1-PETE, #2-HDPE, #3-PVC or Vinyl, #4-LDPE, #5-PP, and #7-mixed resins, aseptic beverage containers, six-pack rings and twelve-pack bands.
- s. LDPE and HDPE soft plastic six (6) and twelve (12) pack rings
- t. Steel cans
- u. Steel paint cans and lids
- v. Any other material or materials which the Village and the Contractor mutually agree to include as a "Recyclable Material" subsequent to the execution of this Agreement as noted below:
 - i. _____
 - ii. _____
 - iii. _____
 - iv. _____
 - v. _____

ATTACHMENT FOUR EXCLUDED SERVICE LOCATIONS

	Address
Municipal Facility	
Village Hall	1200 Wilmette Avenue
Water Plant	200 Lake Avenue
Village Public Works Yard	711 Laramie Avenue
Fire Station No. 26	1304 Lake Avenue
Fire Station No. 27	747 Illinois Road
Police Station	710 Ridge Road
Village Museum	609 Ridge Road
Metra Station	722 Green Bay Road
Institutions	
Wilmette Church of Christ	435 Illinois Rd
Wilmette Public Library	1242 Wilmette Ave
Community Church of Wilmette	1020 Forest Ave
First Presbyterian Church	600 9th Street
Winnetka Covenant Church	1200 Hibbard Rd
Sacred Heart Convent	2221 Elmwood
1st Congregational Church	1125 Wilmette
Wilmette Woman's Club	930 Greenleaf
Multi-Family Dwellings	
Apartment	324 Linden
Apartment	420 Linden
Cooperative	400-406 Laurel
Apartment	307-315 Ridge
Condominium	435 Ridge
Condominium	601 Ridge
Condominium	627 Ridge
Condominium	800 Ridge
Townhouses	811 Hibbard
Townhouses	817 Hibbard
Townhouses	3131 Lake
Townhouses	810 Skokie
Townhouses	816 Skokie
Townhouses	822 Skokie
Condominium	724 12 th

Streetscape Locations	Intersection/Address
Bus Shelter on S/E Corner	Lake Ave & Laramie Ave
Bus Shelter on S/W Corner	Lake Ave & Skokie Blvd
Bus Shelter on N/W Corner	Lake Ave & Skokie Blvd
Bus Shelter on S/W Corner	Lake Ave & Hibbard Rd
Bus Shelter on S/W Corner	Lake Ave & Romona Rd
Bus Shelter on S/W Corner	Lake Ave & Locust Rd
Bus Shelter on S/W Corner	Lake Ave & Illinois Rd
Bus Shelter on S/W Corner	Lake Ave & Hunter Rd
Bus Stop on S/W Corner	Lake Ave & Ridge Rd
	819 Ridge Rd
	729 Ridge Rd
Bus Shelter on S/E Corner	Wilmette Ave & Hibbard Rd
Bus Shelter on S/E Corner	Wilmette Ave & Skokie Blvd
Bus Shelter on S/W Corner	Wilmette Ave & Crawford Ave
Bus Shelter on S/W Corner	Wilmette Ave & Ridge Rd
Bus Shelter West of Bike Trail	Central Ave between Green Bay Rd & 12 th St
Bus Shelter – S. Side of Street	Central Ave @ 12 th St
N/E Corner	Central Ave & 12 th St
N/W, S/W, & S/E Corners	Central Ave & Wilmette Ave
	1122 Central Ave
On Central Ave, West of 11 th St	1100 Central Ave #E
Between 1111 and 1115 Central Ave	Veteran's Park
S/W Corner	Central Ave & 11 th St
Inside parking lot area	1199 Wilmette Ave
	1195 Wilmette Ave
	1177 Wilmette Ave
	1167 Wilmette Ave
	1168 Wilmette Ave
	1137 Greenleaf Ave
	637 Green Bay Rd
Bus Stop for METRA Station	722 Green Bay Rd
METRA Station	722 Green Bay Rd
N/W, S/W & S/E Corners	4 th St & Linden Ave
Near Bike Racks @ Station Entrance	4 th St & Linden Ave CTA Station
On 4 th St, approx. 100-feet South of Linden Ave	4 th St & Linden Ave CTA Station
	414 Linden Ave

END OF DOCUMENT

Contract No. 23090