AGREEMENT FOR RECYCLING SERVICES

This Agreement for Recycling Services (the "Agreement"), made this 16th day of May, 2024, by and between the Wheaton Park District, an Illinois park district (the "Park District") with its principal place of business at 102 East Wesley Street, Wheaton, Illinois, and Lakeshore Recycling Systems, LLC, a Delaware limited liability company (the "Contractor"), with its principal place of business at 5500 Pearl Street, Rosemont, IL 60018, collectively referred to as the "Parties" or individually as "Party."

WITNESSETH

That the Park District and Contractor, for the consideration hereinafter named, agree as follows:

1. Labor and Materials

The Contractor shall provide all labor, equipment and materials required to complete the following work: recycling services (the "Work"), as indicated in the Project Manual for Waste Removal and Recycling Services, dated March 5, 2024, attached to and incorporated as part of this Agreement by reference (the "Project Manual").

2. Contract Documents

The Contract Documents consist of this Agreement between the Park District and the Contractor, the Invitation to Bid, Instruction to Bidders, General Terms and Conditions, Contractor's Bid Form dated March 20, 2024 and attached to and incorporated as part of this Agreement as **Exhibit A**, Contractor's Compliance and Certifications Attachment, attached to and incorporated as part of this Agreement as **Exhibit B**, Addenda ____n/a______, attached to and incorporated as part of this Agreement as **Exhibit C**, and any modifications issued after the execution of this Agreement. All of the terms, conditions and specifications contained in the Project Manual are incorporated herein.

3. Term

The term of this Agreement shall be for three (3) years, commencing on August 1, 2024 and expiring on July 31, 2027, unless terminated earlier pursuant to the terms of this Agreement (the "Initial Term").

4. Performance of Work

Contractor agrees to perform all Work in a good and workmanlike manner in accordance with the Contract Documents. Contractor shall not interfere in any way with and shall cooperate fully with other contractors used by Park District for any other work at the Project sites.

5. Contract Sum

The Park District agrees to pay Contractor for the proper and timely performance of the Work in strict accordance with the Agreement as follows:

A. First year of Term: Annual total of Five Thousand Seven Hundred Seventy-Two Dollars and Eighty-One Cents (\$5,772.81), payable in twelve (12) monthly installments. This Contract Sum may be adjusted based on the cost per yard or cubic yard in accordance with Contractor's Bid Form in the event the trash pick-up schedule increases or decreases in frequency from the estimated number of pick-ups specified in the Project Manual.

B. The maximum percentage increase applied to this price shall be as follows:

i. Second year of Term: 3.0 % ii. Third year of Term: 3.0 %

6. Payment

Contractor shall submit to the Park District monthly invoices itemizing the Work properly performed, as determined by the Park District, for the period covered by the invoice. Payments of all invoices, and any late payment penalties, shall be governed by the Local Government Prompt Payment Act (5 ILCS 505/1 et seq.).

7. Cleaning Up

The Contractor shall keep the project site and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement.

8. <u>Title</u>

Title to the materials removed by Contractor as part of the Work shall transfer to Contractor upon Contractor's receipt or collection of said materials unless otherwise provided by applicable law.

9. Safety of Persons and Property

- A. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, the personnel, means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. The Contractor shall all take reasonable precautions for the health and safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
 - i. employees engaged in the Work and other persons who may be affected thereby;

- ii. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's subcontractors or sub-subcontractors;
- iii. Park District employees and other persons present at the site(s) of Contractor's Work; and
- iv. Personal and real property owned by the Park District.
- B. The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- C. The Contractor at its cost shall promptly remedy damage and loss to Park District real or personal property caused in whole or in part by the Contractor, a subcontractor, a subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except to the extent said damage or loss is attributable to acts or omissions of the Park District or anyone directly or indirectly employed by Park District, or by anyone for whose acts Park District may be liable, and not attributable to the fault or negligence of the Contractor.

10. Warranty

Contractor warrants to the Park District that materials and equipment furnished under the Agreement will be of the best quality and new, that the Work will be free from defects and deficiencies, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

Contractor shall unconditionally guarantee the materials provided for the Work for a period of one year from the date of delivery. If, within the guarantee period, any defects or signs of defects are noted which, in the opinion of the Park District, are due to faulty materials, the Park District shall notify the Contractor. At the Contractor's expense, the Contractor shall replace or adjust the materials to the correct condition to the complete satisfaction of the Park District.

11. Correction of Deficiencies.

If Contractor defaults or neglects to carry out the Work in accordance with this Agreement and fails within forty-eight (48) business hours after receipt of written notice from the Park District to commence and continue correction of such default or neglect with diligence and promptness, the Park District may, without prejudice to other remedies the Park District may have, correct such deficiencies. In such case, the Park District shall deduct from payments then or thereafter due Contractor the cost of correcting such deficiencies, including compensation to the Park District for any and all expenses related thereto. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay

the difference to the Park District. The rights and remedies of the Park District stated in this Agreement shall be in addition to and not in limitation of, any other rights of the Park District granted at law or in equity.

12. Termination

- A. The Park District may, at any time, terminate the Agreement in whole or in part for the Park District's convenience and without cause. Termination by the Park District under this section shall be by a notice of termination delivered to the Contractor specifying the extent of the termination and the effective date. Upon receipt of a notice of termination, the Contractor shall immediately, in accordance with instructions from the Park District: (1) cease operation as specified in the notice; (2) place no further orders; (3) enter into no further subcontracts for materials, labors, services or facilities except as necessary to complete continued portions of the Work; (4) terminate all subcontracts and orders to the extent they relate to the Work terminated; (5) proceed to complete the performance of Work not terminated; and, (6) take actions that may be necessary or that the Park District may direct, for the protection and preservation of the terminated Work. The Contractor shall recover payment for approved and properly performed Work completed prior to the effective date of termination. Contractor shall not be entitled to damages or lost profits resulting from termination for convenience under this Section.
- B. Park District may terminate the Agreement, in whole or in part, for cause as follows:
 - In the event Contractor breaches any of the provisions of this Agreement, Park District may terminate the Agreement immediately upon written notice to Contractor, if Contractor shall not have cured such breach within forty eight (48) business hours after Park District shall have first notified Contractor of such breach in writing or, if by its nature the breach is not capable of being cured within said forty-eight (48) business hours, Contractor shall not have commenced such cure within said forty-eight (48) business hours and diligently pursued same to completion; provided, however, that if Contractor shall have repeatedly breached the same or other provisions previously, Park District may terminate the Agreement immediately without affording Contractor an opportunity to cure the breach, upon written notice to Contractor, and further provided that failure to maintain required insurance coverage shall be cause for immediate termination of the Agreement, or the immediate suspension of the Agreement until such insurance has been obtained and satisfactory proof thereof provided to Park District, in either case upon written notice to Contractor without opportunity to cure. In the event of termination pursuant to this Section: a) the Park District shall not pay Contractor for any portion of the Work not completed in accordance with the Contract Documents; b) the Park District shall deduct from payments due to the Contractor the cost of correcting any deficiencies in accordance with Section 11 of this Agreement; and c) Contractor shall be liable to the Park District for the increased cost to the Park District of obtaining services from a substitute contractor(s).

(ii) If Contractor is adjudged as bankrupt, or if Contractor makes a general assignment for insolvency, or if any provision of the bankruptcy law is invoked by or against Contractor, then notwithstanding any other rights or remedies granted the Park District, the Park District may, without prejudice to any other right or remedy, a) immediately terminate the retention of Contractor and/or b) finish or cause to be finished the Contractor's services required under this Contract by whatever method and by whichever persons the Park District deems expedient. In such case, Contractor shall not be entitled to receive any payment until the Work is completed. If the unpaid balance of the Contract Sum exceeds: (1) the expenses of completing the Work, including compensation for additional managerial and administrative services, plus (2) the Park District 's losses and damages because of Contractor's default (collectively "Park District Expenses and Damages"), such excess shall be paid to Contractor. If the Park District Expenses and Damages exceed such unpaid balance, Contractor shall pay the difference to the Park District promptly on demand and the Park District may resort to any other rights or remedies the Park District may have by law or under this Contract.

Upon termination of this Agreement for any reason, the rights and obligations of the Parties shall cease automatically except for the rights and obligations of the Parties accruing but unsatisfied prior to termination. Notwithstanding anything in this Agreement to the contrary, Contractor's obligations under Section 14 shall survive the termination or expiration of this Agreement.

13. Insurance

Contractor will procure and maintain, during the Term, the insurance coverage requirements as set forth in the bid documents and are incorporated or such other insurance coverages as shall be required by the Park District's insurer or the risk management agency of which the Park District is a member.

14. Indemnification

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of Contractor's performance of the Work, provided that any such claim, damage, loss or expense (i) arises out of bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting there from and (ii) arises from in whole or in part any act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify, defend and hold and save harmless the Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes,

actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of this Agreement. Contractor's obligations under this Section shall survive the termination or expiration of this Agreement.

15. Compliance with Laws and Permits

Contractor shall comply with all applicable local, state and federal codes, laws, ordinances, rules and regulations, including but not limited to those laws specified in Contractor Compliance and Certifications Attachment. Contractor shall be licensed and bonded to perform the Work hereunder and shall, at its sole cost and obligation, be responsible for obtaining all permits required to perform its duties under this Agreement. Any breach by Contractor of the foregoing laws, regulations and rules shall constitute a breach by Contractor of this Agreement.

16. Choice of Law and Venue

This Agreement is governed by the laws of the State of Illinois. Any suit or action arising under this Agreement shall be commenced in the Circuit Court of DuPage County, Illinois, and the parties hereby consent to, and waive objection to, the jurisdiction and venue of said court, but only after exhausting all possible administrative remedies. In the event the Park District initiates litigation under, regarding or to enforce this Agreement and is the prevailing party, it shall be entitled to an award of reasonable attorneys' fees and costs of litigation. Contractor, its successors or assigns shall maintain no suit or action against the Park District on any claim based upon or arising out of this Agreement or out of anything done in connection with this Agreement unless such action shall be commenced within one year of the termination of this Agreement. Contractor acknowledges that each provision of this Agreement is important and material to the business and success of the Park District, and agrees that any breach of any provision of this Agreement is a material breach of the Agreement and may be cause for immediate termination of this Agreement. In the event of a breach, Contractor shall also pay to the Park District all damages (including, but not limited to, compensatory, incidental, consequential, and punitive), which arise from the breach, together with interest, costs, and the Park District's reasonable attorneys' fees.

17. No Liability

The Park District is not responsible or liable for any injury, damages, loss or costs sustained or incurred by any person including, without limitation Contractor's employees, or for any damage to, destruction, theft or misappropriation of any property, relating in any way, directly or indirectly, to Contractor's Work and obligations under this Agreement. The Park District is not liable for acts or omissions of Contractor or any of Contractor's employees, subcontractor's, agents or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of Contractor.

18. No Third Party Beneficiary

This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities, defenses, and/or privileges of the Park District and/or Contractor, and/or any of their respective officials, officers and/or employees.

19. No Waiver

Waiver of any of the terms of this Agreement shall not be valid unless it is in writing and signed by all Parties. The failure of claimant to enforce the provisions of this Agreement or require performance by opponent of any of the provisions, shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of the Agreement.

20. Independent Contractor

Contractor acknowledges that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this Agreement; that it, as well as any persons or agents as it may employ, are not employees of the Park District; and that neither this Agreement, nor the administration thereof, shall operate to render or deem either Party hereto the agent or employee of the other.

21. Non-Assignment

This Agreement is non-assignable in whole or in part by the Contractor, and any assignment shall be void without prior written consent of the Park District.

22. Subcontracts.

Contractor shall not subcontract this Agreement or any part of this Agreement without the prior written consent of the Park District. Any subcontract that Contractor enters into for the Work shall be in writing and shall specifically provide that the Park District is an intended third-party beneficiary of such subcontract and that the Park District shall have the right to enforce the subcontractor's obligations thereunder after the occurrence of a default under the contract by the Contractor. By appropriate written agreement, the Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, including without limitation this Agreement, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward the Park District.

23. Notices

All notices required or permitted to be given under this Agreement shall be deemed given when such notice is hand delivered; or when such notice is sent by facsimile or e-mail transmission, provided such transmission together with confirmation of such transmission is also sent on the transmission date to the other Party by United States mail, with postage therewith prepaid; or when such notice is deposited in the United States mail, with postage thereon prepaid, addressed to the other party at the following addresses:

If to Park District:

Wheaton Park District 102 East Wesley Street Wheaton, IL 60187 (Fax) 630-665-5880

Attention: Executive Director

If to Contractor:

Lakeshore Recycling Systems, LLC

5500 Pearl Street Rosemont, IL 60018

24. Entire Agreement; No Amendment

This Agreement contains the entire agreement between the Parties, and no statement, promise or inducement made by either Party to the agency of either Party that is not contained in this written Agreement shall be valid or binding. No modification of this Agreement shall be effective unless in writing dated a date subsequent to the date of this Agreement and signed by an authorized representative of each Party.

25. Headings

The headings for each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Agreement nor in any way affect this Agreement.

26. Severability

The invalidity of any section, paragraph or subparagraph of this Agreement shall not impair the validity of any other section, paragraph or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be deemed severable and the Agreement may be enforced with such provision severed or as modified by such court.

IN WITNESS WHERE OF the Parties hereto have set their respective hands and seals the day and year first above written.

WHEATO	ON PARK DISTRICT
By:	
Attest:	
Ву:	
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CONTRA	CTOR
Ву:	Docusigned by: Manyn Pury 52088D1117D44F3
Attest:	
Ву:	Lon Murum Wagner FC7F3D20566A453

WHEATON PARK DISTRICT Park Services Center 1000 Manchester Road Wheaton, IL 60187 630-510-4976

CONTRACT NAME: WASTE REMOVAL, RECYCLING AND COMPOSTING SERVICES

DATE: March 5, 2024

BID SUBMISSION DEADLINE: March 21, 2024 at 9:00 a.m. ESTIMATED BOARD RECOMMENDATION: April 17, 2024

INSTRUCTIONS TO BIDDERS

The Wheaton Park District and Owner are one and the same. The Owner's representative, Steve Hinchee, can be contacted at the Wheaton Park District Park Services Center, 1000 Manchester Road, Wheaton, IL 60187, (630) 510-4976 or shinchee@wheatonparks.org

The words "Contractor" and "Bidder" shall mean the party bidding for or entering the Contract for the performance of the Work covered by the written Specifications and Drawings, and his/her legal representatives or authorized agents.

I. EXAMINATION OF SITE, DRAWINGS, SPECIFICATIONS

Each Bidder shall visit the site(s) of the proposed Work and fully acquaint himself with conditions, as they exist, and shall undertake such additional inquiry and investigation as he shall deem necessary so that he may fully understand the requirements, facilities, possible difficulties and restrictions attending the execution of the Work under the Contract. Bidder shall thoroughly examine and be familiar with all of the Bid Documents including, but not limited to, the Drawings and the written Specifications. Any conflicts or discrepancies found between or among Bid Documents including, but not limited to, the Drawings and written Specifications and the site conditions, or any errors, omissions or ambiguities in the Drawings or written Specifications shall be immediately reported to the Park District and written clarification requested prior to submission of a bid.

The failure or omission of any Bidder to obtain, receive or examine any form, instrument, or information or to visit the Contract site(s), and become knowledgeable with respect to conditions there existing, or to seek needed clarification shall in no way relieve any Bidder from any obligations with respect to his bid. By submitting a bid, the Bidder agrees, represents and warrants that he has undertaken such investigation as he deemed necessary, has examined the site(s) and the Bid Documents, has obtained all needed clarifications and where the Bid Documents indicate in any part of the Work, that a given result be produced, that the Bid Documents are adequate and the required result can be produced as indicated in the Specifications and Drawing(s). Once the award has been made, failure to have undertaken and completed the foregoing tasks shall not be cause to alter the original Contract or to request additional compensation.

II. REQUIREMENTS OF BIDDERS

Bidders must be able to demonstrate that they: 1) have experience in performing and have successfully performed and are still actively engaged in performing work similar in kind and scope to the Work of the Contract; and 2) are able to show that they have adequate laborers and materials to successfully complete the Work as indicated in the Bid Documents and within the time required by the Bid Documents. The Contractor shall not have been debarred or determined ineligible for public contracts by any governmental agency.

The following information must be attached to the bid proposal. Failure to do so may result in disqualification of the Bidder.

On a separate sheet, list all contracts your organization has in progress, giving the name of the contract, contract description, contract address, owner and telephone number, contract amount, percent complete, and scheduled completion date.

On reference form provided herein, list at least five (5) contracts your organization has completed in the past three years, which are comparable in scope, giving the name of the contract, contract description, contract address, owner and telephone number.

On a separate sheet, list all administrative proceedings and litigation filed by or against Bidder in the past five (5) years, including the name and case number, name/jurisdiction of the court or administrative agency, and a summary of each claim/case, including current status and if no longer pending, the disposition. The foregoing includes but is not limited to information regarding any proceedings and actions taken by any governmental agency to debar or disqualify the Bidder from bidding on public contracts, including the name of the agency initiating the proceeding/action, the nature of the proceeding/action, the claimed basis for the proceeding/action and the current status or disposition of the proceeding/action.

On a separate sheet, indicate all instances in which Bidder has been rejected for not being a responsible bidder, giving the name of the contract, contract description, contract address, owner and telephone number, contract amount, and an explanation of the circumstances surrounding the rejection.

On a separate sheet, provide a list of all contracts to which you were a party and with respect to which you were declared to be in breach of one or more provisions, giving a the type of contract, the contract location where applicable, the names and addresses of the parties to the contract, the name of the party declaring the breach, the nature of the claimed breach and current status or resolution of the claim.

Other required submittals include: Bid proposal; Contractor's Compliance and Certification Attachment. Failure of a Bidder to complete/submit these documents shall be the basis for immediate rejection of that Bidder's bid.

The Park District may make such investigation as it deems necessary to determine the ability of the Bidder to perform the Work. The District reserves the right to require of any Bidder such information as stated above and necessary to verify the Bidder's qualifications and financial status and to withhold formal signing of the contract until such information is received.

III. SUBMISSION OF BID

It is the sole responsibility of the Bidder to see that his bid is received in proper time. **No faxed or e-mail bid or modification of a bid will be considered**. The Park District is not responsible for the premature opening of bids not marked as required. Any bid opened prematurely due to the failure of the Bidder to mark the envelope in accordance with these Bid Documents will be considered non-responsive. Bidders' prices are to include the delivery of all materials; including plant, equipment, supplies, tools, scaffolding, transportation, insurances, bonds, warranties, and all other items and facilities, and the performance of all labor and services, necessary for the proper completion of the Work except as may be otherwise expressly provided in the Contract Documents. Bids shall not include federal excise tax or state sales tax for materials to be incorporated in, or totally consumed in the prosecution of, the Work. An exemption certificate will be furnished by the Park District upon request of the Bidder.

Bidder must acknowledge all Addenda received in the spaces provided on the Contractor Bid Form. By submitting a bid, Bidder indicates that all considerations issued by Addendum are incorporated in the bid.

Attached to the Bid Form will be one or more certifications regarding the Bidder's compliance with applicable laws. Failure of a Bidder to complete/submit a required certification shall be the basis for immediate rejection of that Bidder's bid. The certification of the successful Bidder shall become a part of the Contract with the Park District.

The Bidder shall submit its prices on the attached Contractor Bid Form. The Bid Form shall be executed properly and all writing, including all signatures, shall be with black ink. <u>Failure to use the Bid Form provided could result in rejection of the bid.</u>

The Bidder shall specify in figures, in the places provided, a price for each of the separate items called for in the Bid Form.

IV. PLANS AND SPECIFICATIONS

Bid Documents are available electronically from the Park District commencing on March 5, 2024 by contacting the following:

Steve Hinchee - Email: shinchee@wheatonparks.org - Phone: 630-510-4976

V. ACCEPTANCE OR REJECTION OF BIDS

The Park District may accept the bid of, and award the contract for the Work to, the lowest responsive and responsible Bidder as determined by and in the sole discretion of the Park District.

The Owner reserves the right to (1) reject any or all bids; (2) reject only certain bids which are non-conforming or non-responsive to the bid requirements; (3) accept only a portion, part or specific items of Work of all and reject others, as the Owner shall in its sole discretion determine to be in its best interest; and/or (4) award the Contract to the responsible Bidder submitting the lowest bid responsive to the bidding requirements. The Park District will determine in its discretion the lowest responsible Bidder and may award the Contract to other than the lowest Bidder. No bid will be accepted from or Contract awarded to any person, firm or corporation that is in arrears or is in default to the Park District upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Park District or that has failed to perform faithfully any previous contract with the Park District.

In the event of a rejection of a portion, part, or certain items of Work of all bids, the bid of each Bidder shall automatically be deemed reduced by the amount of such rejected part or item at the unit price or other cost designated therefore by that Bidder on its submitted Contractor Bid Form. The successful Bidder so selected may not refuse to enter into a Contract with the Owner on the basis that the Owner awarded a Contract for less than all portions or items of the Work specified in the Bid Documents. The Wheaton Park District Board of Park Commissioners reserves the right to waive any technicalities or irregularities, and to disregard any informality on the bids and bidding, when in its opinion the best interest of the Park District will be served by such actions and in accordance with applicable law.

VI. SURETY

All bids must be accompanied by a bid bond or bank cashier's check payable to the Wheaton Park District for ten percent (10%) of the amount of the bid and drawn on a responsive and responsible bank doing business in the United States. All bids not accompanied by a bid security, when required, will be rejected.

The bid security of all except the three (3) lowest responsive and responsible Bidders will be returned after the decision to accept or reject bids by the Wheaton Park District Board of Park Commissioners. The bid security of the successful Bidder will be returned after the successful Bidder has executed and returned to the Park District the Contract for the Work presented by the Park District.

VII. WITHDRAWAL OF BID

Bidders may withdraw or cancel their bids at any time prior to the advertised bid opening time by signing and submitting a request for said withdrawal. After the bid opening time, no bid shall be withdrawn or canceled for a period of sixty (60) calendar days.

VIII. ACCEPTANCE AND CONTRACT

Owner will award the Contract to the lowest most responsible and responsive Bidder, as determined by Owner in its discretion. In considering the Bidder's responsibility, the Owner may evaluate, among other factors, the ability of the Bidder to provide experienced labor sufficient in numbers to timely and properly complete the services, conformity with the Specifications, serviceability, quality, and the financial capability of the Bidder, and the performance of the Bidder on other contracts.

Bids may be awarded to one Bidder for the entire Contract or to any series of Bidders for an appropriate proportion of the Contract. If specified in the Bid Form, awards will be based upon the submitted unit prices.

The acceptance of a bid will be by a Notice of Award, signed by a duly authorized representative of the Park District; no other act by the Park District shall constitute the acceptance of a bid. The acceptance of a bid by the Park District shall bind the successful Bidder to execute and perform the Work of the Contract. The successful Bidder to whom the Contract is awarded by the Park District shall sign and deliver to the Park District for execution by the Park District all required copies of the Contract, along with all required insurance and surety documents after presentation to him of the Contract for signature. In case the Bidder shall fail or neglect to do so, he will be considered as having abandoned the Contract, and as being in default to the Owner. The Owner may thereupon readvertise or otherwise award said Contract and forfeit the Bid Security.

The Invitation to Bid, Instructions to Bidders, Supplementary and/or Special Conditions, if any, Specifications, Contractor Bid Form, Addenda, if any, and Contractors Compliance and Certifications Attachment, comprise the Bid Documents. The Bid Documents, together with the Agreement for Waste Removal and Recycling Service, substantially in the same form included in these Bid Documents, and proof of insurance comprise the Contract Documents. The Contract is comprised of the Contract Documents.

IX. INTERPRETATION OF THE CONTRACT DOCUMENTS

The Park District 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. All quantities represent an estimate of the quantity of the Work to be done and/or materials to be ordered. It is given as a

basis for comparison of bid proposals and to determine the awarding of the Contract. The Park District does not expressly or by implication agree that the actual quantities will correspond to the published estimate. The Park District reserves the right to modify the estimates, or remove them in their entirety, whichever is in the best interest of the Park District. If such modifications 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 Park District reserves the right to approve, an equal to or superior to product or equipment required under the Specifications, or to reject as not being and equal to or superior to the product or equipment required under the Specifications. If the Bidder is in doubt as to the interpretation of any part of the Bid Documents, or finds errors, discrepancies or omissions from any part of the Contract Documents, he must submit a written request for interpretation thereof not later than five (5) days prior to opening of bids to the Park District. Address all communications to Steve Hinchee at the Park District. If an error or omission is discovered in the Bid Documents after the bid opening, the Park District reserves the right: i) to determine whether to require the submission of new bids; or ii) if the error or omission is of such a nature that it was reasonably discoverable upon a careful review of the Bid Documents, to award the Contract to the lowest responsive and responsible Bidder as determined by the Park District and to require that Contractor to perform the Work in accordance with an issued correction by the Park District and for the amount bid by the Contractor. Such decisions are final and not subject to recourse. Errors and omissions made by the Bidder cannot be corrected after the bid opening.

X. ADDENDA

Any interpretation, correction to, or addition to the Bid Documents will be made by written Addendum and will be delivered by email to each prime Bidder of record. The written Addenda constitute the only interpretations of the Bid Documents; the Park District accepts no responsibility for any other claimed interpretations or communications.

It is the responsibility of each Bidder to verify that he has received all Addenda prior to submitting a bid. It is also the responsibility of each Bidder to verify that all subcontractors and material suppliers whose prices are incorporated in the Bidder's bid are familiar with the Bid Documents in their entirety, including all Addenda issued up to the time of bid opening.

In the event a conflict or omission is discovered in the Bid Documents after the issuing of the last Addendum such that an interpretation cannot be issued by the Park District prior to bidding, the Bidder is directed to estimate on and provide the quantity and quality of material and labor consistent with the overall represented and indicated Work so as to provide all materials, equipment, labor, and services necessary for the completion of the Work in accordance with the Bid Documents.

XI. SUBSTITUTIONS DURING BIDDING

Unless otherwise indicated, the use of brand names in the Specifications is used for the purpose of establishing a grade or quality. Bidders proposing to use an alternate that is equal to or superior to in every respect to that required by the Specifications must request approval in writing to the Park District at least seven (7) business days prior to the bid opening and mark the item as 'or approved equal'.

Additionally, Bidders requesting approval for use of an alternate must provide certification by the manufacturer that the substitute proposed is equal to or superior in every respect to that required by the Contract Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated. The Bidder, in submitting the request for substitution, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the request for substitution.

The Park District may request additional information or documentation necessary for evaluation of the request for substitution. The Park District will notify all Bidders of acceptance of the proposed substitute by means of an Addendum to the Bid Documents. Park District's approval of a substitute during bidding does not relieve the Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents, including but not limited to proper performance of all components of the Work and suitability for the uses specified.

Bids proposing alternates not previously approved by the Park District will be considered non-responsive and rejected. The Park District reserves the right to determine whether a substituted selection, in its judgment, is equal to or better quality and therefore an acceptable alternate. Such decisions are final and not subject to recourse.

XII. PRICING

The price offered by the successful Bidder shall remain firm throughout the duration of the Contract. Price shall represent the entire cost of all requirements stated within the Bid Documents and Contract requirements. No subsequent claim will be recognized for any increase in material prices, cost indexes, wage scales, or any other rates affecting the industry or this Contract. If required, unit pricing shall be shown for each unit specified on the Contractor Bid Form, and shall include the standard warranty, as well as all packing. In case of mistake in extended price, unit price shall govern.

PROTESTED SOLICITATIONS

Any actual or qualified prospective bidder, offeror, or Contractor who is aggrieved in connection with the solicitation or award of a Contract ("Award") may protest in writing to the Executive Director of the Park District ("Protest(s)"). Protests may be submitted any

time prior to the Award; however, a Protest of an Award must be submitted in writing to the Executive Director within three (3) business days after the bid deadline.

Subject of Protest

Protesters may file a Protest on any phase of bid solicitation or Award, including, but not limited to, procedure, Specification, Award or disclosure of information marked confidential in the bid or offer.

Form

The written Protest shall include, as a minimum, the following:

- a. The name and address of the protester.
- b. Appropriate identification of the procurement.
- c. A statement of the reasons for the Protest.
- d. Any available exhibit, evidence or documents substantiating the Protest.

Decision

The Executive Director shall provide a written determination to the protester within five (5) business days after receiving all relevant requested information.

Appeals

A written appeal of the decision issued by the Executive Director must be received by the Park District within 3 business days after the protestor's receipt of the decision. The Executive Director prior to making the final decision may elect to:

- a. Render an immediate decision in the matter;
- b. Request additional documentation or meetings with parties involved;
- Select a panel of 2 or more Park District employees who are not involved with the
 protested requirement to jointly conduct a hearing with individuals on either side of the
 issue; or
- d. Utilize any other method deemed appropriate to bring the matter to timely resolution.

However, the decision, once issued, shall be final and will complete the administrative procedure. The Executive Director shall issue the final decision within 7 calendar days after receiving such an appeal unless extended by mutual agreement by both parties involved.

Stay of Procurement During Protest

In the event of a Protest in accordance with this Section, the Executive Director shall not proceed further with bid solicitation or Award of Contract until administrative remedies have been exhausted or until a written determination is made that Award of a Contract without delay is necessary to protect substantial interests of the Park District.

AGREEMENT

The Agreement is the Agreement for WASTE REMOVAL, RECYCLING AND COMPOSTING SERVICES substantially in the same form included in these Bid Documents.

SUPPLEMENTARY CONDITIONS

The following provisions supplement the terms and conditions of the Agreement:

1. INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall obtain insurance of the types and in the amounts listed below.

A. Commercial General and Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Contract/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 04 13, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Owner, its elected and appointed officials, employees and agents shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

B. Continuing Completed Operations Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each occurrence for at least three years following Substantial Completion of the Work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 04 133, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

C. Business Auto and Umbrella Liability Insurance

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

D. Workers Compensation Insurance

Contractor shall maintain workers' compensation as required by statute and employers' liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident of \$1,000,000 each employee for bodily injury by disease.

If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's Work.

Contractor shall provide a waiver of subrogation on its workers compensation policy in favor of Owner and shall waive any limitation of its or its subcontractors' liability notwithstanding the limitation set forth in *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2d 155 (1991).

E. General Insurance Provisions

1. Evidence of Insurance

Prior to beginning work, Contractor shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested.

Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Owner shall have the right, but not the obligation, of prohibiting Contractor or any Subcontractor from entering the Contract site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.

Failure to maintain the required insurance may result in termination of the Contract at Owner's option.

With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner whenever requested.

Contractor shall provide certified copies of all insurance policies required above within 10 days of Owner's written request for said copies.

2. Acceptability of Insurers

For insurance companies that obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If Contractor's liability policies do not contain the standard ISO separation of insured's' provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

5. Pollution Legal Liability Insurance

Contractor shall obtain Pollution Legal Liability Insurance in addition to the other contractor insurance requirements. The Contractor Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves actual or potential environmental hazards) shall have limits not less than \$1 million per occurrence or claim, and \$2 million policy aggregate.

6. Subcontractors

Contractor shall cause each Subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each Subcontractor.

F. Indemnification

The Contractor shall indemnify the Owner and others as required in Section 14 of the Contract.

2. WARRANTY

Contractor shall unconditionally guarantee the materials provided by him for a period of one year from the date of delivery. If, within the guarantee period, any defects or signs of defects are noted which, in the opinion of the Park District, are due to faulty materials, the Park District shall notify the Contractor. At the Contractor's expense, the Contractor shall replace or adjust the materials to the correct condition to the complete satisfaction of the Park District.

SCOPE OF WORK

CONTRACT: WASTE REMOVAL, RECYCLING AND COMPOSTING SERVICES

BID DUE DATE: March 21, 2024 at 9:00 a.m.

STARTING DATE: Upon approval by the Wheaton Park District Board of Park

Commissioners and receipt of the appropriate bonds and certificate of insurance naming the Wheaton Park District as the certificate

holder and as additional insured.

Estimated Service Period: Up to 3 Years

- Contractor shall follow the agreed upon Pickup Schedule (Table's 1, 2 and 3) and will only increase or decrease the number of pickups if the Owner and Contractor agree to a change in writing. Emergency pickups may be called in by the Owner on random occasions and will be picked-up within one (1) business day without additional charge to the unit costs in the Contractors proposal. If these pickups occur on a regular basis, the Owner must be notified and provided written documentation so that a permanent pickup can be added to the schedule and the monthly invoice can be adjusted.
- Contractor's bid shall include all costs associated with waste and recycling removal. No surcharges or any other additional charges may be added to invoices during the term of the agreement.
- Contractor shall provide services for a period of <u>up to three (3)</u> years as determined by the Owner, starting <u>August 1, 2024 through July 31, 2027, subject to the terms and conditions of the Agreement for Waste Removal and Recycling Services, substantially in the same form included in these Bid Documents.
 </u>
- Contractor shall provide one monthly invoice to the Owner. This monthly invoice will be
 the Total Cost Bid (Bid Price) divided by twelve (12) months. If the Owner increases or
 decreases services at any facility, it will be done so in writing. In addition, the monthly
 invoice will increase or decrease by the bid price per yard/cubic yard and will be shown
 as a separate line item.
- Contractor shall provide contact information for the primary person in charge of the account. This will be the main contact for the Owner.
- Contractor shall provide contact information for the primary person in charge of billing.
 This person should be familiarized with the contract so that any billing questions can be handled promptly.
- Contractor shall provide container equal in capacity (cubic yards) to current container.
- Contractor must provide containers that are in good condition. If a container is determined not acceptable by a visual inspection done by the Owner, the container must be replaced.
- Contractor shall review pickup schedule monthly to assure the correct number of pickups are made.
- Contractor shall restrict pick up at the Cosley Zoo to the morning hours of **between 7:00** am 8:30 am. Pickups will be made no earlier than 7:00 am nor any later than 8:30 am.
- Pick up at all locations must adhere to the local noise ordinance.

 Arrowhead Golf Course – dumpster location Note: the loading dock area is confined and not conducive to tight turning. Front loading trucks appear to cause less asphalt pavement damage issues.

Recycling Containers

• Recycling containers listed in (Table 2) must be capable of commingled recycling at a minimum, cardboard, plastic, paper, aluminum cans, and reasonably clean tin cans.

(Note: The scope of work starts on page 15 and continues through the tables on the following pages).

Attachment "A" TABLE 1 - WHEATON PARK DISTRICT PICKUP SCHEDULE FOR "TRASH"

(Must be submitted with Bid)

Locations	Container Size - Type	Number of Pickups per Week	Number of Yearly Pickups	Cost per Pickup (From TABLE 4)	Annual Cost (Fill in all nine rows below)
Community Center 1777 South Blanchard	*10 CY – Office 8 CY – Office	Summer* 6X Regular 3X	201	\$38.66	\$7,771.37
Arrowhead Golf Club 26W151 Butterfield Road	8 CY — Grounds AND Golf Course	1X — Wednesday	52	\$34.62	\$1,800.00
Arrowhead Golf Club 26W151 Butterfield Road	10 CY – Mixed <i>Restaurant</i>	3X – Mon, Wed, Friday	156	\$38.46	\$6,000.00
Cosley Zoo 1356 North Gary Avenue pickup only between hours of 7am and 8:30 am	6 CY – Mixed	6X	312	\$27.88	\$8,700.00
Cosley Zoo 1356 North Gary Avenue pickup only between hours of 7am and 8:30 am	4CY – Mixed	6X	312	\$22.88	\$7,140.00
Park Services Center 1000 Manchester Road	20 CY (Yard Waste) **	1 – Day Notice (Est. Summer – Weekly*; Regular – Monthly)	24	\$520.00	\$12,480.00
Park Services Center 1000 Manchester Road	30 CY - Mixed	1 – Day Notice (Est. Summer – 2X*; Regular – 1X)	67	\$520.00	\$34,840.00
Memorial Park* 208 West Union Avenue	2 CY – Mixed	Summer* Weekly 1X – Monday	15	\$16.17	\$242.50
Central Athletic Complex* 500 South Naperville Road	2 CY - Mixed	Summer* Weekly 1X – Monday	15	\$16.17	\$242.50
Total Annual Cost	· Trash (Please a	dd together annual co	ost amounts fo	or all nine rows)	\$79,216.37

Attachment "A"- cont.

WEIGHT LIMIT OF TRASH DUMPSTERS AND COST PER TON FOR OVERAGE:

Trash Container Size	Standard weight limit over which would incur an overage cost	Cost per ton for overage
20 Yard	4Tons	\$65.00
30 Yard	4Tons	\$65.00
40 Yard	Tons	\$_N/A

Attention: No Monday Overage should be charged to the Wheaton Park District due to no Sunday pickups. Any additional charges must be substantiated with documentation such as photos of dig outs, scale weights photos, etc.

OTHER TYPES OF ADDITIONAL CHARGES THAT MAY BE INCURRED:

Types of additional charges	Cost of additional charge
Dig Out Charge	\$
Other (please name type):Extra yardage charge	\$ 20.00 per yard
Other (please name type):Extra pick up charge	\$40.00 call out charge + \$20.00 per yard
Other (please name type):	\$

^{*}Summer defined as Memorial Day to Labor Day (15 Weeks). It is the contractor's responsibility to adhere to the summer or regular schedule change unless directed differently by the Owner's facility location contact person.

^{**} Park Services: If WPD chooses Composting Option (TABLE 3)) then Park Services would not require the yard waste pick up as this same 20 CY container would be then used for compost.

Attachment "A" - cont.

TABLE 2 - WHEATON PARK DISTRICT PICKUP SCHEDULE FOR "RECYCLING CONTAINERS"

(Must be Submitted with Bid)

Recycling containers listed in TABLE 2 must be capable of commingled recycling at a minimum the following items, cardboard, plastic, paper, aluminum cans, and reasonably clean tin cans.

Locations	Container Size	Number of Pickups per Week	Number of Yearly Pickups (Weekly X 52)	Cost per Pickup (From TABLE 4)	Annual Cost
Community					
Center - 1777		Summer* 6X			
S. Blanchard	2 CY	Regular 3X	201	\$11.26	\$2,262.59
Arrowhead		3X-			
Golf Club -		Mon, Wed			
26W151		AND			
Butterfield	8 CY	Friday	156	\$20.00	\$3,120.00
Cosley Zoo					
1356 N. Gary -					
pickup only					
between hours					
of 7 am and		April – Oct 3X		*	
8:30 am	2 CY	Nov – Mar 1X	112	\$11.06	\$1,238.22
Park Services					
Center - 1000					
Manchester	8 CY	1X	52	\$22.15	\$1,152.00
Total Annual Cost - Recycling \$5,772.81					\$5,772.81

^{*} Summer defined as Memorial Day to Labor Day (15 Weeks). It is the contractor's responsibility to adhere to the summer or regular schedule change unless directed differently by the Owner's facility location contact person.

Attachment "A"- cont.

TABLE 3 - WHEATON PARK DISTRICT PICKUP SCHEDULE FOR "COMPOSTING OPTIONS - IF AVAILABLE"

(Must be Submitted with Bid)

Locations	Container Size - Type	Number of Pickups per Week	Number of Yearly Pickups	Cost per Pickup (From TABLE 4)	Annual Cost if Composting is Available
Park Services Center - 1000 Manchester	20 CY Compost	1 – Day Notice (Est. Summer – Weekly*; Regular – Monthly)	27	\$520.00	\$14,040.00
Total Annual Cost – If Composting if Available					\$14,040.00

^{*} Summer defined as Memorial Day to Labor Day (15 Weeks). It is the contractor's responsibility to adhere to the summer or regular schedule change unless directed differently by the Owner's facility location contact person.

Attachment "A"- cont.

TABLE 4 - UNIT COSTS FOR CALCULATION OF PICK-UP SCHEDULES

(Worksheet is not required with bid proposal. Lowest responsible bidder will need to supply prior to award of contract)

Frequency						
Size Container	6x Weekly	3x Weekly	I	Weekly	Monthly	24-hour notice
Trash - Office W	/aste					
1 CY	\$	\$	\$	\$	\$	\$
1.5 CY	\$	\$	\$	\$	\$	\$
2 CY	\$	\$	\$	\$	\$	\$
3 CY	\$	\$	\$	\$	\$	\$
4 CY	\$	\$	\$	\$	\$	\$
6 CY	\$	\$	\$	\$	\$	\$
8 CY	\$	\$	\$	\$	\$	\$
10 CY	\$	\$	\$	\$	\$	\$
40 CY	\$	\$	\$	\$	\$	\$
Alternate Sizes						
CY	\$	\$	\$	\$	\$	\$
CY	\$	\$	\$	\$	\$	\$
CY	\$	\$	\$	\$	\$	\$
Trash - Restaura	ant Waste				•	•
1 CY	\$	\$	\$	\$	\$	\$
1.5 CY	\$	\$	\$	\$	\$	\$
2 CY	\$	\$	\$	\$	\$	\$
3 CY	\$	\$	\$	\$	\$	\$
4 CY	\$	\$	\$	\$	\$	\$
6 CY	\$	\$	\$	\$	\$	\$
8 CY	\$	\$	\$	\$	\$	\$
10 CY	\$	\$	\$	\$	\$	\$
40 CY	\$	\$	\$	\$	\$	\$
Alternate Sizes					-	
CY	\$	\$	\$	\$	\$	\$
CY	\$	\$	\$	\$	\$	\$
CY	\$	\$	\$	\$	\$	\$
Compost Option	ns – If availab	le	***************************************			
CY	\$	\$	\$	\$	\$	\$
CY	\$	\$	\$	\$	\$	\$
CY	\$	\$	\$	\$	\$	\$

Attachment "B"

(Must be Submitted with Bid)

BID PROPOSAL FORM

TOTAL ANNUAL COST BASED ON TABLES 1, 2 AND 3 (REQUIRED)

Total Annual Cost - Trash	\$79,216.37	
Total Annual Cost - Recycling	\$5,772.81	
Total Annual Cost - Composting (If Available)	\$14,040.00	

* The Bid Price divided by 12 months should be equal to the Total Monthly Rate that is billed to the Owner. This monthly rate will be adjusted if necessary, according to the cost per yard or cubic yard quoted on Table 4 and below if there is an increase or decrease in pickup frequency.

If a determination is made in writing by the Owner or the successful Bidder and signed by both parties that the pickup schedule should increase or decrease from the estimated number of pickups, then the Total Monthly Rate quoted will be adjusted by the rates quoted in **TABLE 4**. It is recognized that a container with the same or similar dimensions may be labeled in yards by one Bidder and cubic yards by another.

Occasionally, the Owner is in need of 20, 30, or 40-yard temporary roll off containers for approximately eight special events per year. Please quote the cost per yard/cubic yard for delivery, pickup, and disposal of these containers. Roll off containers for special events are for event generated waste (general litter, food containers, beverage containers, etc.). Container will be at site no longer then five days. Please note that these events are typically attended by a large number of people who will have the opportunity to view the condition of your container and any name recognition that may be labeled on it.

Attachment "B"- cont.

Cost per Container

Container Size	Cost
20 Yard	\$520.00
30 Yard	\$520.00
40 Yard	N/A

Maximum Annual Percentage Increases

These percentages will be used as a maximum increase in the event that this contract is extended to subsequent years. This increase will apply to all unit costs supplied with this proposal.

	Maximum Annual Percentage Increase		
Year 2	3%		
Year 3	3%		

Attachment "B" - cont.

(Must be submitted with bid)

BID PROPOSAL FORM

Bidder hereby certifies that it has read, understand, and will fully and faithfully comply with these Bid Documents, its attachments, and any referenced documents. Bidder also hereby certifies that the prices offered were independently developed without consultation with any of the other Bidders or potential Bidders.

lori Mewre Wagner	LRS
Authorized Signature	Company's Legal Name
Lori Mercure-Wagner	5500 Pearl Street
Printed Name	Address
Sales Manager	Rosemont IL 60018
Title	City, State AND Zip Code
224-415-0300	
Telephone Number	FAX Number
Imercure@Irsrecycles.com	
Authorized Signature E-mail Address	Company E-mail Address
Accounts Receivable Contact Name:AR@LRSRECYCLES.COM Acknowledgement of Addendums	
Addendum Nox	
Addendum Nox_	
Addendum Nox	Dated:05/19/2025
For questions regarding this offer: (If a Marlyn Perez	different from above) 224-500-4269
Contact Name MPEREZ@LRSRECYCLES.COM	Phone Number Fax Number
Email Address	
FEDERAL TAXPAYER ID NUMBER:	80-0865048

Bidder hereby certifies it is a: Proprietorship	Partnership _	_X	Corporation	
Attachme	ent "C"			

REFERENCES (Must be Submitted With Bid. MUST SUBMIT FIVE (Within the past three 3 years)

1.	Project Name & Address:	Dject Name & Address: Forest Preserve District Will County 17540 W Laraway Rd. Joliet, IL. 60433		
	Project Date:	Current	Phone:	815-545-3743
	Owner & Contact Name:	Adam Oestmann		
	Contact Email Address:	aoestmann@fpdwc.org		
	Description of Project:	Trash and recycle service for the County		
2.	Project Name & Address:	Oakton Community College 1600 E Golf Rd. Des Plaines, IL. 60015		
	Project Date:	9/1/18 to Present day	Phone:	847.635.1876
	Owner & Contact Name:	Edwin Chandrasekar		
	Contact Email Address:	echandra@oakton.edu Waste and Recycling Service, Construction Dumpsters		
	Description of Project:			
3.	Project Name & Address:	Elmhurst Park District 375 W. First St	, Elmhurst, IL	. 60126
	Project Date:	1/1/22 to Present Day	Phone:	630.993.8915
	Owner & Contact Name:	Angela Ferrentino		
	Contact Email Address:	ss: aferrentino@epd.org		
	Description of Project:	ress: Park Ridge Park District 4/1/21 to present day Phone: 847.692.3516 me: Terry Wolf ss: twolf@prparks.org		
4.	Project Name & Address:			
	Project Date:			847.692.3516
	Owner & Contact Name:			
	Contact Email Address:			
	Description of Project:			
5.	Project Name & Address:	School District 45		
	Project Date:	12/1/20 to Present Day	Phone:	630.516.7314
	Owner & Contact Name:	kcarver@d45.org		
	Contact Email Address:			
	Description of Project: Waste and Recycling Service, Construction Dumpsters			ters

COMPANY NAME:	LRS,LLC.	

Attachment "D"

(Must be Submitted With Bid)

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the date given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

Name of Bidder:	
LRS.LLC	
Permanent main office address:	
5500 Pearl St. Rosemont , IL. 60018	
When organized: _1999	
If a corporation, where incorporated:	
How many years you have been engaged in business: 25 years	
General scope of work or products supplies:Waste/Recyclin Toilets/Street Sweeping	g/ Dumpster Service/ Portable
Have you ever failed to complete any work awarded to you? No	
If so, where and why:	
Have you ever defaulted on a contract?No	i i
	the work is the softening throughten with the property colors of the color of the c
Credit available: \$ Give Bank refe	rence:JP Morgan
Chase	the same and an arrange and
Address (City, State, Zip):	
Phone:866-954-3718	

Will you, upon request, fill out a detailed financial statement and furnish any other information required by Wheaton Park District?Yes
by Wheaton Park District?Yes
The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by Wheaton Park District in verification of the recitals comprising this Statement of Bidder's qualifications.
Dated atLRS, LLCthis20thday ofMarch, 2024
Joseph Grbesa Name of Bidder Joe Grossa By
Title _Major Account Executive
State of <u>ILLindir</u>) SS.
State of LUCINOIS SS. County of Cook being duly sworn deposes and says that he/she is Majon Account Executive LRS, UC. Title Name of organization
And that the answers to the foregoing questions and all statements therein contained are true and
correct. Subscribed and sworn to before me this
My commission expires 12 12 2027 20 27
Alotent Public State of Illinois

Notary Public, State of Illinois
Official Seal
Samantha J Brummel
Commission # 983324
My Commission Expires 12/12/2027

Attachment "E"

(Must be Submitted with Bid)

VENDOR IDENTIFICATION FORM

	₩
If the Bidder is a corporation:	
	Name of Corporation
	State in which Incorporated
Signature of Officer authorized	
to make this agreement:	Signature of Officer/Printed Name
	Signature of Officer/Frinted Name
	Business Address
	Telephone Number
If the Didder is a newtoning	
If the Bidder is a partnership, fill in the following blanks:	LRS,LLC.
	Name of Partnership-List Names
Signature of at least one partner:	Josh Connell
organicare or at least one partites.	Member of Firm
	_5500 Pearl St. Rosemont, IL. 60018
	Business Address
	847-779-7506
	Telephone Number
If the Bidder is an individual,	
fill in all the following blanks:	
	Signature of Individual/Printed Name
	Business Address

Telephone Number

Attachment "F"

(Must be submitted with bid)

CONTRACTOR COMPLIANCE AND CERTIFICATIONS

Note: The following certifications form an integral part of the Agreement between the Owner and Contractor. Breach by Contractor of any of the certifications may result in immediate termination of the Contractor's services by Owner.

THE UNDERSIGNED CONTRACTOR HEREBY ACKNOWLEDGES, CERTIFIES, AFFIRMS AND AGREES AS FOLLOWS:

- A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.
- B. Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or Work on this Project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.
- C. To the best of Contractor's knowledge, no officer or employee of Contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.
- D. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company, or a new company created by the officers or owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Owner, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.
- E. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment

under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.

- F. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.
- G. Contractor knows and understands the Equal Employment Opportunity Clause administrated by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.
- H. Neither Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administrated by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Contractor.
- J. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 et seq.) and certifies that it will provide a drug-free

workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.

- K. Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. A true and complete copy of Contractor's Substance Abuse Prevention Program Certification is attached to and made a part of this Contractor Compliance and Certification Attachment.
- L. The Contractor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 et. seq.) and, upon request of the Wheaton Park District's designated Freedom of Information Act Officer (FOIA Officer), Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under FOIA.

CONTRA		
By:	Joe Griesa	
By:	Major Account Executive	
STATE OF	ILLINOIT)	
COUNTY	of <u>Cool</u> ()	

I, the undersigned, a notary public in and for the State and County, aforesaid, hereby certify that <u>Joseph Gnbesh</u> appeared before me this day and, being first duly sworn on oath, acknowledged that he/she executed the foregoing instrument as his/her free act and deed and as the act and deed of the Contractor.

Dated: 03 20 2024

(SEAL)

Notary Public, State of Illinois
Official Seal
Samantha J Brummel
Commission # 983324
My Commission Expires 12/12/2027

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

The Substance Abuse Prevention on Public Works PROJECT Act, 820 ILCS 265/1 et seq., ("Act") prohibits any employee of the Contractor or any Subcontractor on a public works project to use, possess or be under the influence of a drug or alcohol, as those terms are defined in the Act, while performing work on the project. The Contractor/Subcontractor [circle one], by its undersigned representative, hereby certifies and represents to the Wheaton Park District that [Contractor/Subcontractor must complete either Part A or Part B below]:

A. The Contractor/Subcontractor [circle one] has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act a written substance abuse prevention program, a true and correct copy of which is attached to this certification, which meets or exceeds the requirements of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. [Contractor/Subcontractor must attach a copy of its substance abuse prevention program to this Certification.]

	Name of Contractor/Subcontractor (print or type)
	Name and Title of Authorized Representative (print or type)
	Dated:
	Signature of Authorized Representative
	The Contractor/Subcontractor [circle one] has one or more collective bargaining ments in effect for all of its employees that deal with the subject matter of the Substance
Abuse	Prevention on Public Works PROJECT Act, 820 ILCS 265/1 et seq.
Abuse	Prevention on Public Works PROJECT Act, 820 ILCS 265/1 et seq. LRS,LLC Name of Contractor/Subcontractor (print or type)
Abuse	LRS,LLC

CHECKLIST OF BID PROPOSAL FORMS

A properly executed bid proposal shall include the following information and forms. All of the necessary forms are included in these detailed specifications.

- 1. Attachment "A" Pickup Schedules for Tables 1, 2, 3, and 4
- 2. Attachment "B" Bid Proposal Form
- 3. Attachment "C" References
- 4. Attachment "D" Statement Of Bidder's Qualifications
- 5. Attachment "E" Vendor Identification Form
- 6. Attachment "F" Contractor Compliance and Certifications Attachment

766968

Document A310TM - 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

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

OWNER:

(Name, legal status and address)
Wheaton Park District
1000 Manchester Rd
Wheaton, IL 60187

SURETY:

(Name, legal status and principal place of business)
United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07960
Mailing Address for Notices
1411 Opus Place, Suite 450
Downers Grove, IL 60515

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$

10%

Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Waste Removal, Recycling and Composting Services

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and scaled this 21st	day of March, 2024		
0 00 11		Lakeshore Recycling Systems, LLC	
en from		(Principal)	(Seal)
(Witness)		ву:	
		(Title) CFO	
Modey Cl	/	United States Fire Insurance Company	
TOUGH ()	ore	(Surety)	(Seal

(Winess) Molly Clark

County	of <u>DuPage</u>						
	SUF	RETY ACKNO	WLEDGEMEN	NT (ATTORN	EY-IN-FACT)		
1,	Lisa Marotta	Notary Public	of DuPage	County, in	n the State of	Illinois	,
do here	eby certify that	James I. N	oore Attor	ney-in-Fact,	of the United Stat	tes Fire	
Insuranc	ce Company	who	is personally	known to me	to be the same	e person w	hose
name i	s subscribed to	the foregoin	g instrument,	appeared bet	fore me this day	y in person	, and
acknow	viedged that he	signed, sea	led and delive	red said instr	ument, for and	on behalf	of the
United S	States Fire Insuranc	ce Company		for the uses	and purposes	therein set	forth.
	Given under my ounty, this 21st		tarial seal at m March	ny office in the	e City of Down	ers Grove	in
NOTA My Comi	OFFICIAL SEAL LISA MAROTTA ARY PUBLIC, STATE OF IL mission Expires Februan	LINOIS y 7, 2026	Notary Public		Lisa Marotta		

State of

Illinois

434 9 11

POWER OF ATTORNEY UNITED STATES FIRE INSURANCE COMPANY PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint: James 1. Moore

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

Surety Bond No.: Bid Bond

Principal: Lakeshore Recycling Systems, LLC

Obligee: Wheaton Park District

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Lubin, President

State of New Jersey}
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

METERA H. DYALESSIO HOTARY PUBLIC OF REAL BEIERY Commission J. Of Face J. Commission J. Of Face

Melissa H. D'Alessio (Notary Public)

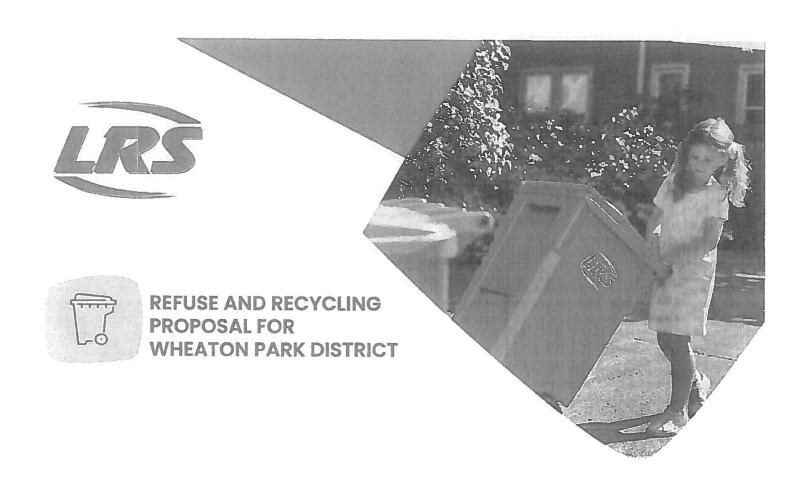
I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 21st day of March 20 24

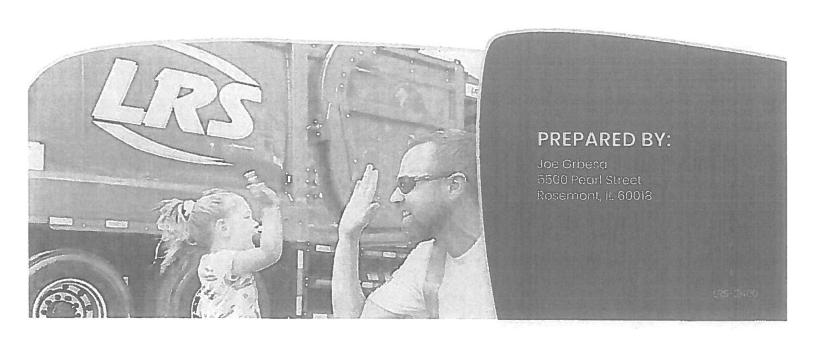
UNITED STATES FIRE INSURANCE COMPANY

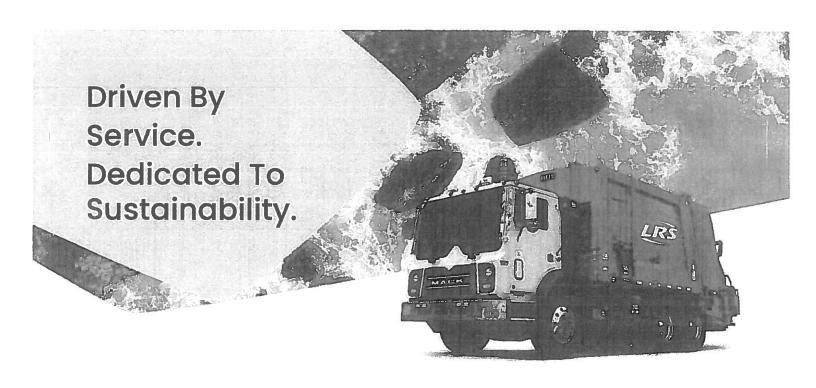


Michael C. Fay, Senior Vice President



Wheaton Park District





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.



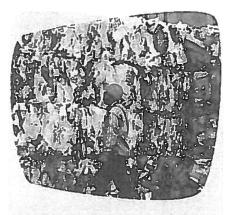
SAFETY

Protecting the well-being of our employees and the communities is essential. That's why we've taken the lead in building a lasting culture of safety and awareness.



SOCIAL IMPACT

From volunteering and fundraising to our mindful hiring practices and outreach programs, we're proudly working to help enrich the neighborhoods we serve and live in.



SUSTAINABILITY

We're proud to be reducing consumption, diverting material away from landfills, and consistently working to improve our planet's longterm viability.

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. Cover Letter

March 5, 2024

WHEATON PARK DISTRICT Park Services Center 1000 Manchester Road Wheaton, IL 60187 630-510-4976

Re: Refuse and Recycling Proposal for Wheaton Park District

Dear Wheaton Park District,

On behalf of LRS, I thank you for the opportunity to submit the proceeding waste, recycling and yard waste collection proposal for the Wheaton Park District. We look forward to the opportunity to prove ourselves as Chicagoland's premier waste and recycling hauler.

LRS was started over 24 years ago by industry veterans who saw an opportunity in the Chicagoland market to enhance the overall waste and recycling customer experience. Since those modest beginnings, LRS now ranks as one of the country's largest privately-held waste and recycling haulers, operating in 10 states, with nearly 2,700 employees, a fleet of 1,500 vehicles and 74 facilities.

Lastly, we are particularly proud of the impact we have made on how residents see and approach the recycling process. LRS stands behind the mission for optimal sustainability. To that effect, LRS owns five Material Recycling Facilities in Illinois including a state-of-the-art single-stream recycling facility.

We believe, in terms of service and value, LRS would best service Wheaton Park District. We are eager for an opportunity to discuss the parameters of this proposal, and why we feel we would make the best partner for Wheaton Park District. Please don't hesitate to reach out to me with any questions or thoughts in the interim.

Sincerely,

Joe Grbesa Major Account Executive 5500 Pearl Street Rosemont IL, 60018 JGrbesa@LRSrecycles.com 773.372.4319

. Executive Summary

COMPANY EXPERIENCE

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

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. From the North Shore (Highland Park, Glencoe, Winnetka) to the West (Wheaton, DeKalb, St. Charles, Geneva), and south (Blue Island), LRS understands the high standards that Chicagoland communities demand.

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

As noted in the letters of reference provided by our partners in the following overview, LRS has proven to have a significant, positive impact in communities, beginning with smooth transitions. Whether it is one year or ten years from now, Wheaton Park District will enjoy the benefits of a highly awarded, innovative steward of our environment, with exceptional customer service by partnering with LRS.

COMPANY INFORMATION

FULL COMPANY NAME: LRS

ADDRESS: 5500 Pearl St., Rosemont, IL 60018

PHONE NUMBER: 844.NEED.LRS 773.685.6043 FAX NUMBER: WEBSITE: LRSrecycles.com

LRS has read Wheaton Park District's RFP thoroughly and understands the parameters for service it has laid forth. Should the Park District award this contract to LRS, the following are primary areas (but not sole) of concentration during the initial implementations:

CONTAINER/CART DELIVERY/GENERAL IMPLEMENTATION

Even before the Park District has officially awarded the contract, LRS will have begun preparing steps to implement services – internally, and externally with our operations teams, container supplier, and truck manufacturer. This process allows us to be most prepared, act quickly and accurately, should we be awarded Wheaton Park District's waste and recycling contract.

If awarded this contract, we will assume a smooth transition of information from the incumbent hauler will be part of the process. Once we have attained the information we need for cart and container allocation, we will be in nearly daily contact with our delivery teams. We would expect a smooth transition, based on our experience.

BASIC SERVICES

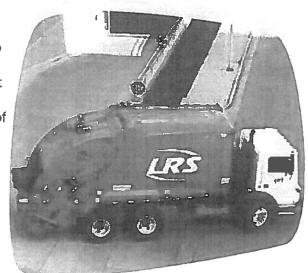
Before implementation, LRS route managers, account managers and customer service managers will meet with key contacts from Wheaton Park District to review general guidelines as well as granular details in order to ensure as seamless transition as possible.

LRS will have a route manager who is dedicated to making sure routes are finished efficiently and smoothly, and with minimal interruption to visitors and business practices at the Park District. The route manager will be tasked to head the container and cart delivery transition. He or she will work closely with the account executive, as well as LRS' Operations Manager and General Manager.

CUSTOMER SERVICE

Our Customer Service team will have a dedicated manager who will make sure our entire Customer Service team is current on all facets and details of our new partnership with Wheaton Park District. We will keep detailed logs of all calls that come in and report all activity back to Wheaton Park District's designated point persons. LRS prides itself on being able to handle resident questions and concerns with the highest level of detail and professional courtesy.

LRS will provide the Park District with a dedicated customer service team and management team. The Park District's administrative team will have 24-hour access to our customer service center. Our management team will be led by Joe Grbesa (Major Account Executive) who will oversee all facets of Wheaton Park District's contract, and constantly look for ways to improve efficiency and the overall experience for Wheaton Park District.



CUSTOMER SERVICE DAY-TO-DAY

- Phone number: 844.NEED.LRS
- Hours of Operation: 7:00 am-6:00 pm (Monday-Friday); 7:00 am-1:00 pm (Saturday)
- Center Location: Locally housed in Rosemont, IL Corporate Headquarters

OPERATIONS SUPPORT

Led by our Area Vice President, George Strom. George and his team will use their vast industry experience – specifically related to municipal work, to ensure a smooth transition from Wheaton Park District's incumbent hauler to LRS.

OPERATIONS SUPERVISOR

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

Our operations leads will carefully consider all drivers who are interested in becoming part of our Wheaton Park District team. Often times, we will first look to hire the best drivers that are currently part of the incumbent hauler's team. If we cannot accomplish this, our operations supervisor(s) will fill those roles only with the most qualified and courteous drivers.

INNOVATIVE TECHNOLOGY

LRS introduced driver tablets into every fleet vehicle in order to track pickups, easily photograph containers for customers and retain the most updated route schedule possible while drivers are enroute. These modifications have reduced LRS' paper consumption by 50%.



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 Wheaton Park District in finding ways to maximize its participation in recycling programs. We know that this includes being a responsible partner to all of its businesses and residents. We feel that our nearby proximity and familiarity with the area makes us the best fit for the Park District.





II. Operational Approach
Company Services

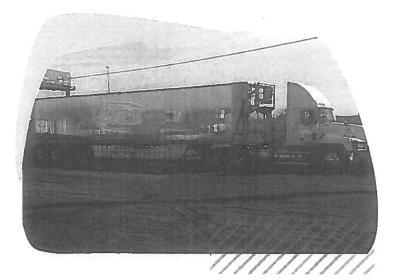
ANCILLARY SERVICES

LRS is the largest independently-owned waste and recycle hauler in Illinois, and one of the largest haulers in the country. A considerable portion of our business is roll-off based. We will commit to all peripheral services if requested. LRS has similar programs with many of its customers. We own and operate several facilities throughout Northern Illinois, which will allow us to not only price these services competitively, but also operate at the apex of efficiency.

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 Wheaton Park District 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
- Leaf Vacuum Services









Container Sizes

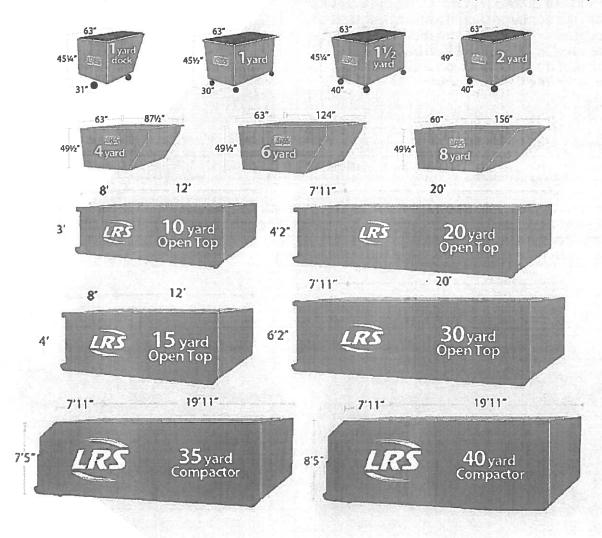
ANCILLARY SERVICES

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 container sizes include:

- 35, 64 and 96 gallon carts
- lyd containers
- 1.5yd containers
- 2yd containers
- 4yd containers
- 6yd containers
- 8yd containers

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

Not sure what size you need? Let our team of experts help. Call us with any questions you may have.



II. Operational Approach Locally Owned Facilities

LRS Chicago Transfer Station

6152 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, 7days-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 who operate our dual sorting line.

LRS Chicago Exchange Recycling & Hauling

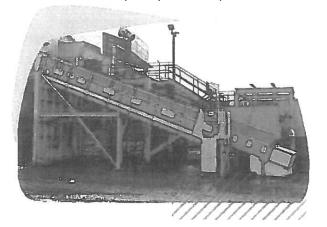
1300 West Exchange Avenue, Chicago, IL 60609

- In July 2013, LRS acquired this 10–acre property. This facility was completely renovated and opened in February 2023 as LRS' largest MRF.
- Over 25 tons per hour of recyclable material can be sorted, separated and allocated at this location and this facility can process over 280 million pounds of material per year.

LRS Chciago Waste Collection

1420 West 41st Street, Chicago, IL 60609

- This property serves as a dispatch point for nearly 100 LRS 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.



Lawndale MRF (managed)

3757 West 34th Street, Chicago, IL

- LRS took over management of the City of Chicago's Lawndale transfer station on the Southwest side of Chicago. Since June 2014, LRS has increased efficiency and implemented a floor sorting process to reclaim recyclable material that had previously been sent to the waste stream.
- LRS currently processes over 600 tons per day
 of MSW and single-stream recycling from City
 of Chicago collection vehicles. LRS is
 responsible for the daily volume and
 management of the facility which includes the
 scale operation, transfer and final disposal of
 material.

LRS Rolling Meadows Transfer Station

3851 Berdnick Street, Rolling Meadows, IL 60008

 LRS acquired this transfer station as part of the assets from GFL and it assists with sorting materials in northern Illinois.

LRS Atkinson Landfill (formerly Ecology Solutions)

137 Commercial Drive, Atkinson, IL 61235

 Ecology Solutions provides a safe, environmentally responsible and committed way to dispose of solid waste throughout Illinois and lowa. Established in 2019, Ecology Solutions is committed to making a difference in the communities it serves by adhering to safety standards and environmental practices. II. Operational Approach Locally Owned Facilities

LRS Forest View Transfer Station

6201 West Canal Bank Road, Forest View, IL 60402

- Our new Heartland facility processes over 1,500 tons-perday 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 OCC processing.
- In March 2015, LRS began transforming this facility into a cutting-edge single-stream facility. LRS' single-stream recycling system now harvests over 110,000 tons of highgrade residential and commercial single-stream recyclables annually, and sorts, separates and allocates over 20 tons of recyclables 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.

LRS West Chicago Transfer Station

1655 Powis Road, West Chicago, IL 60185

- In January 2017, LRS acquired K. Hoving Companies, a fullservice waste management, recycling and dumpster rental company based in West Chicago, IL. This addition of over 100 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 second largest portable toilet business in Illinois, as well as a leader in street sweeping services for commercial and residential needs.



LRS Northbrook Transfer Station

2750 Shermer Road, Northbrook, IL 60062

 LRS acquired this Transfer Station from GFL and utilizes it to sort and separate material collected in Northern Illinois.

LRS Northbrook Waste Collection

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 2.3 million tons of waste material annually, which is more than any other privately-held company in Illinois.
- LRS began transforming this facility into a cutting-edge single-stream. LRS' singlestream recycling system now harvests over 110,000 tons of high-grade residential and commercial single-stream recyclables annually, and sorts, separates and allocates over 20 tons of recyclables per hour.

Zion Landfill

701 N Green Bay Rd, Zion, IL 60099

 LRS does not own this locations, but has a long term disposal agreement with Zion Landfill.

III. References

LRS holds over 100 local area franchise agreements throughout Greater Chicagoland.

City of Chicago

Christopher Sauve
Deputy Commissioner, Streets & Sanitation
Csauve@cityofchicago.org
312-744-4616
Residential collection and processing of single-stream recycling material.

Loyola University

1125 W Loyola Ave Chicago, IL. 60626 Edgar Hernandez 773.433.0834 Commercial collection services.

University of Chicago

5225 S Cottage Grove Ave Chicago, IL. 60615 Alfredo (Freddy) Izguerra 773.834.4188 Commercial collection services.

Robbie Brown | Assistant Director – Strategic Sourcing UChicago Medicine

5841 South Maryland Avenue |MC 1088, B126 Chicago, IL 60637 Phone: 773-702-9402 | Fax: 773-702-9407 Robert.brown2@uchospitals.edu Commercial collection services.

Dan Clarke CHSP Facilities Manager Loyola University Health System

2160 S. First Ave Maywood, IL 60153 Tel: 708-216-4916 Fax: 708-216-9341 Main: 888-584-7888 Dan.Clarke@luhs.org

Commercial collection services.

III. References

Additional Chicagoland Contracts

City of Highwood

- · Residential & Commercial franchise
- Start Date: May, 2017
- Size: 2,000 homes

City of Wheaton

- · Residential franchise
- · Start Date: October, 2016
- Size: 15,500 homes

City of Highland Park

- Residential & Commercial franchise
- Start Date: February, 2016
- Size: 9,200 homes

Village of Deerfield

- Residential & Commercial franchise
- Start Date: April, 2021
- Size: 6,600 homes

Village of Skokie

- Commercial franchise
- Start Date: June, 2012
- · Size: 1,800 commercial accounts

Village of Bannockburn

- Residential & Commercial franchise
- · Start Date: March 2013
- · Size: 225 homes

Village of Riverwoods

- Residential franchise
- Start Date: April 20213
- · Size: 1,300 homes

Village of Glencoe

- · Residential franchise
- Start Date: February, 2016
- Size: 3,000 homes

Village of Winnetka

- Residential franchise
- · Start Date: February, 2016
- Size: 4,200 homes

Village of Clarendon Hills

- Residential franchise
- Start Date: April, 2021
- Size: 2,800 homes

Village of Schaumburg

- · Residential franchise
- Start Date: April, 2021
- Size: 25,000 homes

City of Evanston

- · Commercial franchise
- Start Date: November, 2022
- · Size: 2,000 commercial accounts

Chicago Public Schools (CPS)

- Commercial franchise
- Start Date: January 2014
- · Size: 660 schools

City of Des Plaines

- · Residential franchise
- Start Date: March, 2021
- Size: 17,500 homes

Village of Elmwood Park

- · Residential franchise
- · Start Date: March, 2019
- Size: 7,500 homes

Village of Maywood

- Residential franchise
- Start Date: April, 2022
- Size: 6,250 homes

City of Northlake

- Residential franchise
- Start Date: December, 2021
- Size: 2,900 homes

Village of La Grange Park

- Residential franchise
- · Start Date: April, 2019
- Size: 3,900 homes

City of Blue Island

- Residential franchise
- · Start Date: July, 2017
- Size: 5,600 homes

Village of Western Springs

- · Residential franchise
- Start Date: January, 2019
- Size: 4,500 homes

City of St Charles

- · Residential franchise
- Start Date: July, 2018
- Size: 12,500 homes

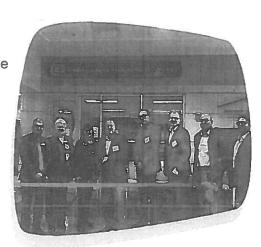
City of Geneva

- Residential franchise
- · Start Date: July, 2018
- Size: 7,800 homes

V. Sustainability Social Impact

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, onsite 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. From solar panels on facility rooftops, to an increasingly CNG and electric-powered fleet of waste collection trucks and street sweepers, LRS is committed to meeting its Net Zero by 2040 pledge.



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.

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

ALTERNATIVE COLLECTION VEHICLES

- Operate a small and growing fleet of compressed natural gas vehicles (CNG)
- Introduced first electric garbage truck in the Chicago market in May 2023



V. Sustainability Social Impact

NET ZERO PLAN

LRS monitors greenhouse gases (GHG) in order to reduce company-wide carbon emissions. In 2023, LRS established a GHG emissions inventory based on 2022 emissions data. The baseline carbon emissions was third-party verified and allowed LRS to begin planning for our net zero future. The 2022 GHG inventory data led LRS to develop and complete a roadmap aimed at reaching a net zero target by 2040.

LRS' Net Zero Business Plan by 2040 (NZEBP) received board approval in September 2023 and identified three strategic pillars for energy transformation. Net zero is defined as the balance between GHGs emitted and taken out of the atmosphere by an organization. LRS' three strategic pillars are as follows:

- 1. Landfill gas capture
- 2. Fleet decarbonization
- 3. Route optimization

Landfill gas capture reduces landfill emissions by increasing methane capture efficiency and converting captured methane for productive use. Fleet decarbonization includes transitioning to low-carbon fuel alternatives and electrification for vehicles and equipment. Route optimization utilizes advanced technology to reduce LRS' carbon footprint through fuel savings and reduced operational costs. In our first public sustainability report due in summer 2024, we will disclose LRS' carbon emissions for 2023 and additional plans related to sustainability. As the net zero pillars are implemented, we will be able to provide further information regarding their impact on local communities.

LOCAL ENVIRONMENTAL AND SOCIAL IMPACT

LRS is committed to education, transparency and collaboration with the communities we serve. The LRS Exchange Material Recovery Facility (MRF), located in the stockyards neighborhood of Chicago, processes the recyclable materials from the City of Chicago blue cart program. We have a unique opportunity to increase the city's overall recycling rates, which are currently reported as 9.6%. In August 2023, LRS released an interactive map with the City of Chicago, Department of Streets and Sanitation to increase transparency regarding the city's blue cart recycling program (ChicagoRecycles.org). This interactive map is available to anyone and shows the journey of recycling in the city. We are committed to increasing access to data and transparency in the recycling process.

Since the LRS Exchange MRF opened in March 2023, we've hosted over 280 guests to tour the facility. Our visitors include university professors and students, package designers, government leaders, customers, businesses, and community groups. Tours involve an educational presentation and a collaborative discussion on waste, recycling, technology, and sustainability. Guests walk the facility to see the magnets, cameras, people, and machines involved in properly sorting recyclables. In May 2023, LRS hosted over 40 guests from Kraft-Heinz.

The research and design engineers from Kraft-Heinz were interested in their ability to design for recyclability. LRS shared which products made it though our system and which products were unable to be recovered. We hope these types of educational events will lead to changes in packaging design. In October 2023, LRS hosted over 80 guests from the Chicago Paper and Plastics Recycling Conference. LRS continues to expand our partnerships with local community groups and organizations in the Chicago-land area.

V. Specialty Diversion

ELECTRONIC WASTE (E-WASTE)

As of January 2012, the Illinois Electric Products Recycling and Re-Use Act took effect. This ban states that certain electronic items such as televisions, monitors, computers and printers are no longer allowed in conventional waste streams and landfills. LRS has established an electronic waste program for numerous businesses over the past 10 years. Our program is flexible and can vary significantly based on volume and equipment space. All electronic waste will be collected and properly handled.

ACCEPTED ELECTRONICS:

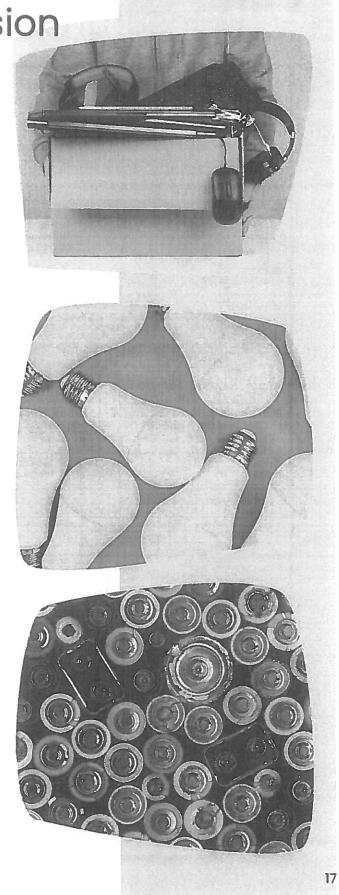
ELECTRONIC KEYBOARDS | COMPUTER MICE | FAX MACHINES MP3 PLAYERS | PRINTERS | SATELLITE RECEIVERS | SCANNERS TVS & MONITORS | VCRS VIDEO GAME CONSOLES | CABLE RECEIVERS | CELL PHONES | DESKTOP COMPUTERS | LAPTOPS NOTEBOOKS | TABLETS | DIGITAL CONVERTER BOXES DVD PLAYERS | DVD RECORDERS

BULBS, BALLASTS, & BATTERIES

What is considered "allowable waste" is constantly changing. Some items that have been most affected by these shifts are bulbs, ballasts and batteries. Lakeshore Recycling Systems offers a conducive list of options to suit our entire range of customers. We are happy to work together and fit your specific needs.

ACCEPTED MATERIALS:

4' STANDARD LAMP BOXES | 4' JUMBO LAMP BOXES 8' JUMBO LAMP BOXES | U-BEND & HID LAMP BOXES 1 GALLON MINI CFL CONTAINERS | 5 GALLON CFL CONTAINERS | 5 GALLON BALLAST CONTAINERS | MINI E-WASTE CONTAINERS PALLET BOX E-WASTE CONTAINERS | 3.5 GALLON BATTERY CONTAINERS 1 GALLON BATTERY CONTAINERS



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X.Service

STATEMENT OF UNDERSTANDING

LRS has carefully examined the Request for Proposal (RFP) and current services taking place at Wheaton Park District. LRS understands all of the requirements necessary to provide the services being requested and is fully prepared to deliver these services with a high-level of customer service and experience. Unless otherwise described as a deviation or alteration, Wheaton Park District may assume LRS agrees to provide the services as described in the RFP, including the waste and recycling service location schedule.

B. SAMPLE INVOICE



LRS 5500 Pearl Street Rosemont, IL 60018 Phone: 844.NEED.LRS

LRSrecycles.com

CUSTOMER NO	
INVOICE DATE	11/30/2022
INVOICE NO	
CUSTOMER PO	
DUE DATE	12/30/2022

BALANCE FWD	
PAYMENTS	
CREDITS	
CHARGES	
BALANCE DUE	

CURRENT	1-30 DAYS	31-60 DAYS	61-80 DAYS	OVER 90 DAYS	BALANCE DUE

All of us at LRS appreciate your business! PLEASE MAIL ALL CHECKS TO PO BOX 554892, DETROIT, MI 48255-4892. To pay online, please go to our website at https://wisconsin.insrecycles.com/ Autopay payments will be processed the 5th business day of each month.

Our industry has experienced continued significant cost increases – especially in the area of recycling outlet and processing costs. As a result, you may notice an increase in your billing amount reflecting these costs.

DATE	QUANTITY	FREQUENCY	DESCRIPTION	AMOUNT
New Charges				
12/1/2022 - 12/31/2022			8 Yard Front Load Recycle Service	
12/1/2022 - 12/31/2022	1.00	Wackiy	B Yard Front Load Trash Service	
12/1/2022 - 12/31/2022	1.00	Weekly	8 Yard Front Load Recycle Service	
12/1/2022 - 12/31/2022	1.00	2x/Week	8 Yard Front Load Trash Service	<u> </u>
12/1/2022 - 12/31/2022	1.00	Every 2 Weeks	4 Yard Front Load Recycle Service	
12/1/2022 - 12/31/2022	1.00	Weekly	4 Yard Front Load Trash Service	

LRS PO BOX 554892 DETROIT, MI 48255-4892 Phone: (608) 580-0580

CUSTOMER NO	INVOICE DATE	INVOICE NO	BALANCE DUE	
	11/30/2022			
YOUR REFE	RENCE NO	AMOUNT PAID		
		6		

Visit us on-line to make your payment on this invoice

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WHEATON PARK DISTRICT Park Services Center 1000 Manchester Road Wheaton, IL 60187 630-510-4976

CONTRACT NAME: WASTE REMOVAL, RECYCLING AND COMPOSTING SERVICES

DATE: March 5, 2024

BID SUBMISSION DEADLINE: March 21, 2024 at 9:00 a.m. ESTIMATED BOARD RECOMMENDATION: April 17, 2024

INSTRUCTIONS TO BIDDERS

The Wheaton Park District and Owner are one and the same. The Owner's representative, Steve Hinchee, can be contacted at the Wheaton Park District Park Services Center, 1000 Manchester Road, Wheaton, IL 60187, (630) 510-4976 or shinchee@wheatonparks.org

The words "Contractor" and "Bidder" shall mean the party bidding for or entering the Contract for the performance of the Work covered by the written Specifications and Drawings, and his/her legal representatives or authorized agents.

I. EXAMINATION OF SITE, DRAWINGS, SPECIFICATIONS

Each Bidder shall visit the site(s) of the proposed Work and fully acquaint himself with conditions, as they exist, and shall undertake such additional inquiry and investigation as he shall deem necessary so that he may fully understand the requirements, facilities, possible difficulties and restrictions attending the execution of the Work under the Contract. Bidder shall thoroughly examine and be familiar with all of the Bid Documents including, but not limited to, the Drawings and the written Specifications. Any conflicts or discrepancies found between or among Bid Documents including, but not limited to, the Drawings and written Specifications and the site conditions, or any errors, omissions or ambiguities in the Drawings or written Specifications shall be immediately reported to the Park District and written clarification requested prior to submission of a bid.

The failure or omission of any Bidder to obtain, receive or examine any form, instrument, or information or to visit the Contract site(s), and become knowledgeable with respect to conditions there existing, or to seek needed clarification shall in no way relieve any Bidder from any obligations with respect to his bid. By submitting a bid, the Bidder agrees, represents and warrants that he has undertaken such investigation as he deemed necessary, has examined the site(s) and the Bid Documents, has obtained all needed clarifications and where the Bid Documents indicate in any part of the Work, that a given result be produced, that the Bid Documents are adequate and the required result can be produced as indicated in the Specifications and Drawing(s). Once the award has been made, failure to have undertaken and completed the foregoing tasks shall not be cause to alter the original Contract or to request additional compensation.

II. REQUIREMENTS OF BIDDERS

Bidders must be able to demonstrate that they: 1) have experience in performing and have successfully performed and are still actively engaged in performing work similar in kind and scope to the Work of the Contract; and 2) are able to show that they have adequate laborers and materials to successfully complete the Work as indicated in the Bid Documents and within the time required by the Bid Documents. The Contractor shall not have been debarred or determined ineligible for public contracts by any governmental agency.

The following information must be attached to the bid proposal. Failure to do so may result in disqualification of the Bidder.

On a separate sheet, list all contracts your organization has in progress, giving the name of the contract, contract description, contract address, owner and telephone number, contract amount, percent complete, and scheduled completion date.

On reference form provided herein, list at least five (5) contracts your organization has completed in the past three years, which are comparable in scope, giving the name of the contract, contract description, contract address, owner and telephone number.

On a separate sheet, list all administrative proceedings and litigation filed by or against Bidder in the past five (5) years, including the name and case number, name/jurisdiction of the court or administrative agency, and a summary of each claim/case, including current status and if no longer pending, the disposition. The foregoing includes but is not limited to information regarding any proceedings and actions taken by any governmental agency to debar or disqualify the Bidder from bidding on public contracts, including the name of the agency initiating the proceeding/action, the nature of the proceeding/action, the claimed basis for the proceeding/action and the current status or disposition of the proceeding/action.

On a separate sheet, indicate all instances in which Bidder has been rejected for not being a responsible bidder, giving the name of the contract, contract description, contract address, owner and telephone number, contract amount, and an explanation of the circumstances surrounding the rejection.

On a separate sheet, provide a list of all contracts to which you were a party and with respect to which you were declared to be in breach of one or more provisions, giving a the type of contract, the contract location where applicable, the names and addresses of the parties to the contract, the name of the party declaring the breach, the nature of the claimed breach and current status or resolution of the claim.

Other required submittals include: Bid proposal; Contractor's Compliance and Certification Attachment. Failure of a Bidder to complete/submit these documents shall be the basis for immediate rejection of that Bidder's bid.

The Park District may make such investigation as it deems necessary to determine the ability of the Bidder to perform the Work. The District reserves the right to require of any Bidder such information as stated above and necessary to verify the Bidder's qualifications and financial status and to withhold formal signing of the contract until such information is received.

III. SUBMISSION OF BID

It is the sole responsibility of the Bidder to see that his bid is received in proper time. No faxed or e-mail bid or modification of a bid will be considered. The Park District is not responsible for the premature opening of bids not marked as required. Any bid opened prematurely due to the failure of the Bidder to mark the envelope in accordance with these Bid Documents will be considered non-responsive. Bidders' prices are to include the delivery of all materials; including plant, equipment, supplies, tools, scaffolding, transportation, insurances, bonds, warranties, and all other items and facilities, and the performance of all labor and services, necessary for the proper completion of the Work except as may be otherwise expressly provided in the Contract Documents. Bids shall not include federal excise tax or state sales tax for materials to be incorporated in, or totally consumed in the prosecution of, the Work. An exemption certificate will be furnished by the Park District upon request of the Bidder.

Bidder must acknowledge all Addenda received in the spaces provided on the Contractor Bid Form. By submitting a bid, Bidder indicates that all considerations issued by Addendum are incorporated in the bid.

Attached to the Bid Form will be one or more certifications regarding the Bidder's compliance with applicable laws. Failure of a Bidder to complete/submit a required certification shall be the basis for immediate rejection of that Bidder's bid. The certification of the successful Bidder shall become a part of the Contract with the Park District.

The Bidder shall submit its prices on the attached Contractor Bid Form. The Bid Form shall be executed properly and all writing, including all signatures, shall be with black ink. <u>Failure to use the Bid Form provided could result in rejection of the bid.</u>

The Bidder shall specify in figures, in the places provided, a price for each of the separate items called for in the Bid Form.

IV. PLANS AND SPECIFICATIONS

Bid Documents are available electronically from the Park District commencing on March 5, 2024 by contacting the following:

Steve Hinchee - Email: shinchee@wheatonparks.org - Phone: 630-510-4976

V. ACCEPTANCE OR REJECTION OF BIDS

The Park District may accept the bid of, and award the contract for the Work to, the lowest responsive and responsible Bidder as determined by and in the sole discretion of the Park District.

The Owner reserves the right to (1) reject any or all bids; (2) reject only certain bids which are non-conforming or non-responsive to the bid requirements; (3) accept only a portion, part or specific items of Work of all and reject others, as the Owner shall in its sole discretion determine to be in its best interest; and/or (4) award the Contract to the responsible Bidder submitting the lowest bid responsive to the bidding requirements. The Park District will determine in its discretion the lowest responsible Bidder and may award the Contract to other than the lowest Bidder. No bid will be accepted from or Contract awarded to any person, firm or corporation that is in arrears or is in default to the Park District upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Park District or that has failed to perform faithfully any previous contract with the Park District.

In the event of a rejection of a portion, part, or certain items of Work of all bids, the bid of each Bidder shall automatically be deemed reduced by the amount of such rejected part or item at the unit price or other cost designated therefore by that Bidder on its submitted Contractor Bid Form. The successful Bidder so selected may not refuse to enter into a Contract with the Owner on the basis that the Owner awarded a Contract for less than all portions or items of the Work specified in the Bid Documents. The Wheaton Park District Board of Park Commissioners reserves the right to waive any technicalities or irregularities, and to disregard any informality on the bids and bidding, when in its opinion the best interest of the Park District will be served by such actions and in accordance with applicable law.

VI. SURETY

All bids must be accompanied by a bid bond or bank cashier's check payable to the Wheaton Park District for ten percent (10%) of the amount of the bid and drawn on a responsive and responsible bank doing business in the United States. All bids not accompanied by a bid security, when required, will be rejected.

The bid security of all except the three (3) lowest responsive and responsible Bidders will be returned after the decision to accept or reject bids by the Wheaton Park District Board of Park Commissioners. The bid security of the successful Bidder will be returned after the successful Bidder has executed and returned to the Park District the Contract for the Work presented by the Park District.

VII. WITHDRAWAL OF BID

Bidders may withdraw or cancel their bids at any time prior to the advertised bid opening time by signing and submitting a request for said withdrawal. After the bid opening time, no bid shall be withdrawn or canceled for a period of sixty (60) calendar days.

VIII. ACCEPTANCE AND CONTRACT

Owner will award the Contract to the lowest most responsible and responsive Bidder, as determined by Owner in its discretion. In considering the Bidder's responsibility, the Owner may evaluate, among other factors, the ability of the Bidder to provide experienced labor sufficient in numbers to timely and properly complete the services, conformity with the Specifications, serviceability, quality, and the financial capability of the Bidder, and the performance of the Bidder on other contracts.

Bids may be awarded to one Bidder for the entire Contract or to any series of Bidders for an appropriate proportion of the Contract. If specified in the Bid Form, awards will be based upon the submitted unit prices.

The acceptance of a bid will be by a Notice of Award, signed by a duly authorized representative of the Park District; no other act by the Park District shall constitute the acceptance of a bid. The acceptance of a bid by the Park District shall bind the successful Bidder to execute and perform the Work of the Contract. The successful Bidder to whom the Contract is awarded by the Park District shall sign and deliver to the Park District for execution by the Park District all required copies of the Contract, along with all required insurance and surety documents after presentation to him of the Contract for signature. In case the Bidder shall fail or neglect to do so, he will be considered as having abandoned the Contract, and as being in default to the Owner. The Owner may thereupon readvertise or otherwise award said Contract and forfeit the Bid Security.

The Invitation to Bid, Instructions to Bidders, Supplementary and/or Special Conditions, if any, Specifications, Contractor Bid Form, Addenda, if any, and Contractors Compliance and Certifications Attachment, comprise the Bid Documents. The Bid Documents, together with the Agreement for Waste Removal and Recycling Service, substantially in the same form included in these Bid Documents, and proof of insurance comprise the Contract Documents. The Contract is comprised of the Contract Documents.

IX. INTERPRETATION OF THE CONTRACT DOCUMENTS

The Park District 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. All quantities represent an estimate of the quantity of the Work to be done and/or materials to be ordered. It is given as a

basis for comparison of bid proposals and to determine the awarding of the Contract. The Park District does not expressly or by implication agree that the actual quantities will correspond to the published estimate. The Park District reserves the right to modify the estimates, or remove them in their entirety, whichever is in the best interest of the Park District. If such modifications 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 Park District reserves the right to approve, an equal to or superior to product or equipment required under the Specifications, or to reject as not being and equal to or superior to the product or equipment required under the Specifications. If the Bidder is in doubt as to the interpretation of any part of the Bid Documents, or finds errors, discrepancies or omissions from any part of the Contract Documents, he must submit a written request for interpretation thereof not later than five (5) days prior to opening of bids to the Park District. Address all communications to Steve Hinchee at the Park District. If an error or omission is discovered in the Bid Documents after the bid opening, the Park District reserves the right: i) to determine whether to require the submission of new bids; or ii) if the error or omission is of such a nature that it was reasonably discoverable upon a careful review of the Bid Documents, to award the Contract to the lowest responsive and responsible Bidder as determined by the Park District and to require that Contractor to perform the Work in accordance with an issued correction by the Park District and for the amount bid by the Contractor. Such decisions are final and not subject to recourse. Errors and omissions made by the Bidder cannot be corrected after the bid opening.

X. ADDENDA

Any interpretation, correction to, or addition to the Bid Documents will be made by written Addendum and will be delivered by email to each prime Bidder of record. The written Addenda constitute the only interpretations of the Bid Documents; the Park District accepts no responsibility for any other claimed interpretations or communications.

It is the responsibility of each Bidder to verify that he has received all Addenda prior to submitting a bid. It is also the responsibility of each Bidder to verify that all subcontractors and material suppliers whose prices are incorporated in the Bidder's bid are familiar with the Bid Documents in their entirety, including all Addenda issued up to the time of bid opening.

In the event a conflict or omission is discovered in the Bid Documents after the issuing of the last Addendum such that an interpretation cannot be issued by the Park District prior to bidding, the Bidder is directed to estimate on and provide the quantity and quality of material and labor consistent with the overall represented and indicated Work so as to provide all materials, equipment, labor, and services necessary for the completion of the Work in accordance with the Bid Documents.

XI. SUBSTITUTIONS DURING BIDDING

Unless otherwise indicated, the use of brand names in the Specifications is used for the purpose of establishing a grade or quality. Bidders proposing to use an alternate that is equal to or superior to in every respect to that required by the Specifications must request approval in writing to the Park District at least seven (7) business days prior to the bid opening and mark the item as 'or approved equal'.

Additionally, Bidders requesting approval for use of an alternate must provide certification by the manufacturer that the substitute proposed is equal to or superior in every respect to that required by the Contract Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated. The Bidder, in submitting the request for substitution, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the request for substitution.

The Park District may request additional information or documentation necessary for evaluation of the request for substitution. The Park District will notify all Bidders of acceptance of the proposed substitute by means of an Addendum to the Bid Documents. Park District's approval of a substitute during bidding does not relieve the Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents, including but not limited to proper performance of all components of the Work and suitability for the uses specified.

Bids proposing alternates not previously approved by the Park District will be considered non-responsive and rejected. The Park District reserves the right to determine whether a substituted selection, in its judgment, is equal to or better quality and therefore an acceptable alternate. Such decisions are final and not subject to recourse.

XII. PRICING

The price offered by the successful Bidder shall remain firm throughout the duration of the Contract. Price shall represent the entire cost of all requirements stated within the Bid Documents and Contract requirements. No subsequent claim will be recognized for any increase in material prices, cost indexes, wage scales, or any other rates affecting the industry or this Contract. If required, unit pricing shall be shown for each unit specified on the Contractor Bid Form, and shall include the standard warranty, as well as all packing. In case of mistake in extended price, unit price shall govern.

PROTESTED SOLICITATIONS

Any actual or qualified prospective bidder, offeror, or Contractor who is aggrieved in connection with the solicitation or award of a Contract ("Award") may protest in writing to the Executive Director of the Park District ("Protest(s)"). Protests may be submitted any

time prior to the Award; however, a Protest of an Award must be submitted in writing to the Executive Director within three (3) business days after the bid deadline.

Subject of Protest

Protesters may file a Protest on any phase of bid solicitation or Award, including, but not limited to, procedure, Specification, Award or disclosure of information marked confidential in the bid or offer.

Form

The written Protest shall include, as a minimum, the following:

- a. The name and address of the protester.
- b. Appropriate identification of the procurement.
- c. A statement of the reasons for the Protest.
- d. Any available exhibit, evidence or documents substantiating the Protest.

Decision

The Executive Director shall provide a written determination to the protester within five (5) business days after receiving all relevant requested information.

Appeals

A written appeal of the decision issued by the Executive Director must be received by the Park District within 3 business days after the protestor's receipt of the decision. The Executive Director prior to making the final decision may elect to:

- Render an immediate decision in the matter;
- b. Request additional documentation or meetings with parties involved;
- Select a panel of 2 or more Park District employees who are not involved with the
 protested requirement to jointly conduct a hearing with individuals on either side of the
 issue; or
- d. Utilize any other method deemed appropriate to bring the matter to timely resolution.

However, the decision, once issued, shall be final and will complete the administrative procedure. The Executive Director shall issue the final decision within 7 calendar days after receiving such an appeal unless extended by mutual agreement by both parties involved.

Stay of Procurement During Protest

In the event of a Protest in accordance with this Section, the Executive Director shall not proceed further with bid solicitation or Award of Contract until administrative remedies have been exhausted or until a written determination is made that Award of a Contract without delay is necessary to protect substantial interests of the Park District.

AGREEMENT

The Agreement is the Agreement for WASTE REMOVAL, RECYCLING AND COMPOSTING SERVICES substantially in the same form included in these Bid Documents.

SUPPLEMENTARY CONDITIONS

The following provisions supplement the terms and conditions of the Agreement:

1. INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall obtain insurance of the types and in the amounts listed below.

A. Commercial General and Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Contract/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 04 13, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Owner, its elected and appointed officials, employees and agents shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

B. Continuing Completed Operations Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each occurrence for at least three years following Substantial Completion of the Work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 04 133, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

C. Business Auto and Umbrella Liability Insurance

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

D. Workers Compensation Insurance

Contractor shall maintain workers' compensation as required by statute and employers' liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident of \$1,000,000 each employee for bodily injury by disease.

If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's Work.

Contractor shall provide a waiver of subrogation on its workers compensation policy in favor of Owner and shall waive any limitation of its or its subcontractors' liability notwithstanding the limitation set forth in *Kotecki v. Cyclops Welding Corp.*, 146 III.2d 155 (1991).

E. General Insurance Provisions

1. Evidence of Insurance

Prior to beginning work, Contractor shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested.

Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Owner shall have the right, but not the obligation, of prohibiting Contractor or any Subcontractor from entering the Contract site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.

Failure to maintain the required insurance may result in termination of the Contract at Owner's option.

With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner whenever requested.

Contractor shall provide certified copies of all insurance policies required above within 10 days of Owner's written request for said copies.

2. Acceptability of Insurers

For insurance companies that obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If Contractor's liability policies do not contain the standard ISO separation of insured's' provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

5. Pollution Legal Liability Insurance

Contractor shall obtain Pollution Legal Liability Insurance in addition to the other contractor insurance requirements. The Contractor Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves actual or potential environmental hazards) shall have limits not less than \$1 million per occurrence or claim, and \$2 million policy aggregate.

6. Subcontractors

Contractor shall cause each Subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each Subcontractor.

F. Indemnification

The Contractor shall indemnify the Owner and others as required in Section 14 of the Contract.

2. WARRANTY

Contractor shall unconditionally guarantee the materials provided by him for a period of one year from the date of delivery. If, within the guarantee period, any defects or signs of defects are noted which, in the opinion of the Park District, are due to faulty materials, the Park District shall notify the Contractor. At the Contractor's expense, the Contractor shall replace or adjust the materials to the correct condition to the complete satisfaction of the Park District.

SCOPE OF WORK

CONTRACT: WASTE REMOVAL, RECYCLING AND COMPOSTING SERVICES

BID DUE DATE: March 21, 2024 at 9:00 a.m.

STARTING DATE: Upon approval by the Wheaton Park District Board of Park

Commissioners and receipt of the appropriate bonds and certificate of insurance naming the Wheaton Park District as the certificate

holder and as additional insured.

Estimated Service Period: Up to 3 Years

- Contractor shall follow the agreed upon Pickup Schedule (Table's 1, 2 and 3) and will only increase or decrease the number of pickups if the Owner and Contractor agree to a change in writing. Emergency pickups may be called in by the Owner on random occasions and will be picked-up within one (1) business day without additional charge to the unit costs in the Contractors proposal. If these pickups occur on a regular basis, the Owner must be notified and provided written documentation so that a permanent pickup can be added to the schedule and the monthly invoice can be adjusted.
- Contractor's bid shall include all costs associated with waste and recycling removal. No surcharges or any other additional charges may be added to invoices during the term of the agreement.
- Contractor shall provide services for a period of <u>up to three (3)</u> years as determined by the Owner, starting <u>August 1, 2024 through July 31, 2027, subject to the terms and conditions of the Agreement for Waste Removal and Recycling Services, substantially in the same form included in these Bid Documents.
 </u>
- Contractor shall provide one monthly invoice to the Owner. This monthly invoice will be
 the Total Cost Bid (Bid Price) divided by twelve (12) months. If the Owner increases or
 decreases services at any facility, it will be done so in writing. In addition, the monthly
 invoice will increase or decrease by the bid price per yard/cubic yard and will be shown
 as a separate line item.
- Contractor shall provide contact information for the primary person in charge of the account. This will be the main contact for the Owner.
- Contractor shall provide contact information for the primary person in charge of billing.
 This person should be familiarized with the contract so that any billing questions can be handled promptly.
- Contractor shall provide container equal in capacity (cubic yards) to current container.
- Contractor must provide containers that are in good condition. If a container is determined not acceptable by a visual inspection done by the Owner, the container must be replaced.
- Contractor shall review pickup schedule monthly to assure the correct number of pickups are made.
- Contractor shall restrict pick up at the Cosley Zoo to the morning hours of **between 7:00** am 8:30 am. Pickups will be made no earlier than 7:00 am nor any later than 8:30 am.
- Pick up at all locations must adhere to the local noise ordinance.

 Arrowhead Golf Course – dumpster location Note: the loading dock area is confined and not conducive to tight turning. Front loading trucks appear to cause less asphalt pavement damage issues.

Recycling Containers

• Recycling containers listed in (Table 2) must be capable of commingled recycling at a minimum, cardboard, plastic, paper, aluminum cans, and reasonably clean tin cans.

(Note: The scope of work starts on page 15 and continues through the tables on the following pages).

Attachment "A" TABLE 1 - WHEATON PARK DISTRICT PICKUP SCHEDULE FOR "TRASH"

(Must be submitted with Bid)

Locations	Container Size - Type	Number of Pickups per Week	Number of Yearly Pickups	Cost per Pickup (From TABLE 4)	Annual Cost (Fill in all nine rows below)
Community Center 1777 South Blanchard	*10 CY – Office 8 CY – Office	Summer* 6X		\$38.66	\$7,771.37
Arrowhead Golf Club 26W151 Butterfield Road	8 CY – Grounds AND Golf Course	1X — Wednesday	52	\$34.62	\$1,800.00
Arrowhead Golf Club 26W151 Butterfield Road	10 CY — Mixed Restaurant	3X – Mon, Wed, Friday	156	\$38.46	\$6,000.00
Cosley Zoo 1356 North Gary Avenue pickup only between hours of 7am and 8:30 am	6 CY – Mixed	6X	312	\$27.88	\$8,700.00
Cosley Zoo 1356 North Gary Avenue pickup only between hours of 7am and 8:30 am	4CY – Mixed	6X	312	\$22.88	\$7,140.00
Park Services Center 1000 Manchester Road	20 CY (Yard Waste) **	1 – Day Notice (Est. Summer – Weekly*; Regular – Monthly)	24	\$520.00	\$12,480.00
Park Services Center 1000 Manchester Road	30 CY - Mixed	1 – Day Notice (Est. Summer – 2X*; Regular – 1X)	67	\$520.00	\$34,840.00
Memorial Park* 208 West Union Avenue	2 CY – Mixed	Summer* Weekly 1X – Monday	15	\$16.17	\$242.50
Central Athletic Complex* 500 South Naperville Road	2 CY - Mixed	Summer* Weekly 1X – Monday	15	\$16.17	\$242.50
Total Annual Cost	\$79,216.37				

Attachment "A"- cont.

*Summer defined as Memorial Day to Labor Day (15 Weeks). It is the contractor's responsibility to adhere to the summer or regular schedule change unless directed differently by the Owner's facility location contact person.

WEIGHT LIMIT OF TRASH DUMPSTERS AND COST PER TON FOR OVERAGE:

<u>Trash Container</u> <u>Size</u>	Standard weight limit over which would incur an overage cost	Cost per ton for overage	
20 Yard	4Tons	\$65.00	
30 Yard	4Tons	\$65.00	
40 Yard	Tons	\$_N/A	

Attention: No Monday Overage should be charged to the Wheaton Park District due to no Sunday pickups. Any additional charges must be substantiated with documentation such as photos of dig outs, scale weights photos, etc.

OTHER TYPES OF ADDITIONAL CHARGES THAT MAY BE INCURRED:

Types of additional charges	Cost of additional charge
Dig Out Charge	\$
Other (please name type):Extra yardage charge	\$ 20.00 per yard
Other (please name type):Extra pick up charge	\$40.00 call out charge + \$20.00 per yard
Other (please name type):	\$

^{**} Park Services: If WPD chooses Composting Option (TABLE 3)) then Park Services would not require the yard waste pick up as this same 20 CY container would be then used for compost.

Attachment "A"- cont.

TABLE 2 - WHEATON PARK DISTRICT PICKUP SCHEDULE FOR "RECYCLING CONTAINERS"

(Must be Submitted with Bid)

Recycling containers listed in TABLE 2 must be capable of commingled recycling at a minimum the following items, cardboard, plastic, paper, aluminum cans, and reasonably clean tin cans.

Locations	Container Size	Number of Pickups per Week	Number of Yearly Pickups (Weekly X 52)	Cost per Pickup (From TABLE 4)	Annual Cost
Community					
Center - 1777		Summer* 6X			
S. Blanchard	2 CY	Regular 3X	201	\$11.26	\$2,262.59
Arrowhead		3X —			
Golf Club -		Mon, Wed			
26W151		AND			
Butterfield	8 CY	Friday	156	\$20.00	\$3,120.00
Cosley Zoo					
1356 N. Gary -					
pickup only					
between hours					
of 7 am and		April – Oct 3X			
8:30 am	2 CY	Nov – Mar 1X	112	\$11.06	\$1,238.22
Park Services					
Center - 1000					
Manchester	8 CY	1X	52	\$22.15	\$1,152.00
	\$5,772.81				

^{*} Summer defined as Memorial Day to Labor Day (15 Weeks). It is the contractor's responsibility to adhere to the summer or regular schedule change unless directed differently by the Owner's facility location contact person.

Attachment "A"- cont.

TABLE 3 - WHEATON PARK DISTRICT PICKUP SCHEDULE FOR "COMPOSTING OPTIONS - IF AVAILABLE"

(Must be Submitted with Bid)

Locations	Container Size - Type	Number of Pickups per Week	Number of Yearly Pickups	Cost per Pickup (From TABLE 4)	Annual Cost if Composting is Available
Park Services Center - 1000 Manchester	20 CY Compost	1 – Day Notice (Est. Summer – Weekly*; Regular – Monthly)	27	\$520.00	\$14,040.00
	\$14,040.00				

^{*} Summer defined as Memorial Day to Labor Day (15 Weeks). It is the contractor's responsibility to adhere to the summer or regular schedule change unless directed differently by the Owner's facility location contact person.

Attachment "A"- cont.

TABLE 4 - UNIT COSTS FOR CALCULATION OF PICK-UP SCHEDULES

(Worksheet is not required with bid proposal. Lowest responsible bidder will need to supply prior to award of contract)

	Frequency						
Size Container	6x Weekly	3x Weekly	2x Weekly	Weekly	Monthly	24-hour notice	
Trash - Office Waste							
1 CY	\$	\$	\$	\$	\$	\$	
1.5 CY	\$	\$	\$	\$	\$	\$	
2 CY	\$	\$	\$	\$	\$	\$	
3 CY	\$	\$	\$	\$	\$	\$	
4 CY	\$	\$	\$	\$	\$	\$	
6 CY	\$	\$	\$	\$	\$	\$	
8 CY	\$	\$	\$	\$	\$	\$	
10 CY	\$	\$	\$	\$	\$	\$	
40 CY	\$	\$	\$	\$	\$	\$	
Alternate Sizes							
CY	\$	\$	\$	\$	\$	\$	
CY	\$	\$	\$	\$	\$	\$	
CY	\$	\$	\$	\$	\$	\$	
Trash - Restaur	ant Waste						
1 CY	\$	\$	\$	\$	\$	\$	
1.5 CY	\$	\$	\$	\$	\$	\$	
2 CY	\$	\$	\$	\$	\$	\$	
3 CY	\$	\$	\$	\$	\$	\$	
4 CY	\$	\$	\$	\$	\$	\$	
6 CY	\$	\$	\$	\$	\$	\$	
8 CY	\$	\$	\$	\$	\$	\$	
10 CY	\$	\$	\$	\$	\$	\$	
40 CY	\$	\$	\$	\$	\$	\$	
Alternate Sizes							
CY	\$	\$	\$	\$	\$	\$	
CY	\$	\$	\$	\$	\$	\$	
CY	\$	\$	\$	\$	\$	\$	
Compost Option	ns – If availab	le					
CY	\$	\$	\$	\$	\$	\$	
CY	\$	\$	\$	\$	\$	\$	
CY	\$	\$	\$	\$	\$	\$	

Attachment "B"

(Must be Submitted with Bid)

BID PROPOSAL FORM

TOTAL ANNUAL COST BASED ON TABLES 1, 2 AND 3 (REQUIRED)

Total Annual Cost - Trash	\$79,216.37
Total Annual Cost - Recycling	\$5,772.81
Total Annual Cost - Composting (If Available)	\$14,040.00

* The Bid Price divided by 12 months should be equal to the Total Monthly Rate that is billed to the Owner. This monthly rate will be adjusted if necessary, according to the cost per yard or cubic yard quoted on Table 4 and below if there is an increase or decrease in pickup frequency.

If a determination is made in writing by the Owner or the successful Bidder and signed by both parties that the pickup schedule should increase or decrease from the estimated number of pickups, then the Total Monthly Rate quoted will be adjusted by the rates quoted in **TABLE 4**. It is recognized that a container with the same or similar dimensions may be labeled in yards by one Bidder and cubic yards by another.

Occasionally, the Owner is in need of 20, 30, or 40-yard temporary roll off containers for approximately eight special events per year. Please quote the cost per yard/cubic yard for delivery, pickup, and disposal of these containers. Roll off containers for special events are for event generated waste (general litter, food containers, beverage containers, etc.). Container will be at site no longer then five days. Please note that these events are typically attended by a large number of people who will have the opportunity to view the condition of your container and any name recognition that may be labeled on it.

Attachment "B"- cont.

Cost per Container

Container Size	Cost
20 Yard	\$520.00
30 Yard	\$520.00
40 Yard	N/A

Maximum Annual Percentage Increases

These percentages will be used as a maximum increase in the event that this contract is extended to subsequent years. This increase will apply to all unit costs supplied with this proposal.

	Maximum Annual Percentage Increase		
Year 2	3%		
Year 3	3%		

Attachment "B" - cont.

(Must be submitted with bid)

BID PROPOSAL FORM

Bidder hereby certifies that it has read, understand, and will fully and faithfully comply with these Bid Documents, its attachments, and any referenced documents. Bidder also hereby certifies that the prices offered were independently developed without consultation with any of the other Bidders or potential Bidders.

Lori Mewre Wagner	LRS		
Authorized Signature	Company's Legal	Name	
Lori Mercure-Wagner	5500 Pearl Street		
Printed Name	Address	*	
Sales Manager	Rosemont IL 6001	18	
Title 224-415-0300	City, State AND Zi	p Code	
Telephone Number Imercure@Irsrecycles.com	FAX Number		
	Company E mail	Addraga	,
Authorized Signature E-mail Address	s Company E-mail	Address	
Accounts Receivable Contact NameAR@LRSRECYCLES.COM			
Acknowledgement of Addendums			
Addendum Nox_	Dated:03/:	19/2023	
Addendum Nox	03/19	9/2023	
Addendum Nox	03/:	19/2023	
For questions regarding this offer: ((If different from above)		
Marlyn Perez	224-500-4269		
Contact Name MPEREZ@LRSRECYCLES.COM	Phone Number	Fax Number	
Email Address			_
FEDERAL TAXPAYER ID NUMBER:	80-0865048		

Bidder hereby certifies it is a: Proprietorship	Partnership	_X	Corporation	
Attachment "	'C"			

REFERENCES (Must be Submitted With Bid. MUST SUBMIT FIVE (Within the past three 3 years)

1.	way Rd. Joliet, IL. 60433						
	Project Date:	Current	Current Phone:				
	Owner & Contact Name:	Adam Oestmann					
	Contact Email Address:						
	Description of Project:	Trash and recycle service for the Cou	inty				
2.	Project Name & Address:	Oakton Community College 1600 E G	Oakton Community College 1600 E Golf Rd. Des Plaines, IL. 60015				
	Project Date:	9/1/18 to Present day	Phone:	847.635.1876			
	Owner & Contact Name:	Edwin Chandrasekar					
	Contact Email Address:	echandra@oakton.edu					
	Description of Project:	Waste and Recycling Service, Constru	uction Dumps	ters			
3.	Project Name & Address:	Elmhurst Park District 375 W. First St	, Elmhurst, IL	. 60126			
	Project Date:	1/1/22 to Present Day	Phone:	630.993.8915			
	Owner & Contact Name:	Angela Ferrentino					
	Contact Email Address:	aferrentino@epd.org					
	Description of Project:	Waste and Recycling Service					
4.	Project Name & Address:	Park Ridge Park District					
	Project Date:	4/1/21 to present day	Phone:	847.692.3516			
	Owner & Contact Name:	Terry Wolf					
	Contact Email Address:	twolf@prparks.org					
	Description of Project:	Waste and Recycling Service, Constru	uction Dumps	ters			
5.	Project Name & Address:	School District 45					
	Project Date:	12/1/20 to Present Day	630.516.7314				
	Owner & Contact Name:	Kevin Carver					
Contact Email Address: kcarver@d45.org							
Description of Project: Waste and Recycling Service, Construction Dumpsters				ters			

COMPANY NAME:	LRS,LLC.	(

Attachment "D"

(Must be Submitted With Bid)

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the date given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

Name of Bidder:
LRS.LLC
Permanent main office address: 5500 Pearl St. Rosemont , IL. 60018
When organized: _1999
If a corporation, where incorporated:
How many years you have been engaged in business: 25 years
General scope of work or products supplies:Waste/Recycling/ Dumpster Service/ Portable Toilets/Street Sweeping
Have you ever failed to complete any work awarded to you? No
If so, where and why:
Have you ever defaulted on a contract?No
the model of the protect product and the contract of the contr
Credit available: \$ Give Bank reference:JP Morgan
Address (City, State, Zip):
Phone:866-954-3718
110110000-334-37.10

Will you, upon request, fill out a detailed financial statement and furnish any other information required by Wheaton Park District?Yes
Attachment "D" – cont.
The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by Wheaton Park District in verification of the recitals comprising this Statement of Bidder's qualifications.
Dated atLRS, LLCthis20thday ofMarch, 2024
Name of Bidder Joe Gresa By Title _Major Account Executive
State of Illinais County of Cook Joseph (Intern being duly sworn deposes and says that he/she is Majon Account Executive CRS, U.C. Title Name of organization
Title Name of organization
And that the answers to the foregoing questions and all statements therein contained are true and correct. Subscribed and sworn to before me this
Notary Public My commission expires 12 12 2027 , 20 27
Notary Public, State of Illinois Official Seal Samantha J Brummel Commission # 983324 My Commission Expires 12/12/2027

Attachment "E"

(Must be Submitted with Bid)

VENDOR IDENTIFICATION FORM

If the Bidder is a corporation:	
	Name of Corporation
	State in which Incorporated
Signature of Officer authorized to make this agreement:	
	Signature of Officer/Printed Name
	Business Address
	Telephone Number
If the Bidder is a partnership,	
fill in the following blanks:	LRS,LLCName of Partnership-List Names
	Josh Connell
Signature of at least one partner:	Member of Firm
	_5500 Pearl St. Rosemont,IL. 60018
	-
	847 - 779 - 7506 Telephone Number
If the Bidder is an individual, fill in all the following blanks:	
	Signature of Individual/Printed Name
	Business Address

Telephone Number

Attachment "F"

(Must be submitted with bid)

CONTRACTOR COMPLIANCE AND CERTIFICATIONS

Note: The following certifications form an integral part of the Agreement between the Owner and Contractor. Breach by Contractor of any of the certifications may result in immediate termination of the Contractor's services by Owner.

THE UNDERSIGNED CONTRACTOR HEREBY ACKNOWLEDGES, CERTIFIES, AFFIRMS AND AGREES AS FOLLOWS:

- A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.
- B. Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or Work on this Project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.
- C. To the best of Contractor's knowledge, no officer or employee of Contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.
- D. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company, or a new company created by the officers or owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Owner, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.
- E. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment

under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.

- F. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.
- G. Contractor knows and understands the Equal Employment Opportunity Clause administrated by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.
- H. Neither Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administrated by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Contractor.
- J. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 et seq.) and certifies that it will provide a drug-free

workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.

- K. Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. A true and complete copy of Contractor's Substance Abuse Prevention Program Certification is attached to and made a part of this Contractor Compliance and Certification Attachment.
- L. The Contractor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 et. seq.) and, upon request of the Wheaton Park District's designated Freedom of Information Act Officer (FOIA Officer), Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under FOIA.

CONTRA	
By:	Joe Grbesa
Its:	Major Account Executive
STATE OF	ILLINOIS)
)ss
COUNTY	OF Coole)

I, the undersigned, a notary public in and for the State and County, aforesaid, hereby certify that <u>Joseph Gnhose</u> appeared before me this day and, being first duly sworn on oath, acknowledged that he/she executed the foregoing instrument as his/her free act and deed and as the act and deed of the Contractor.

Dated: 03 20 2024

(Notary Public)

(SEAL)

Notary Public, State of Illinois Official Seal Samantha J Brummel Commission # 983324 My Commission Expires 12/12/2027

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

The Substance Abuse Prevention on Public Works PROJECT Act, 820 ILCS 265/1 et seq., ("Act") prohibits any employee of the Contractor or any Subcontractor on a public works project to use, possess or be under the influence of a drug or alcohol, as those terms are defined in the Act, while performing work on the project. The Contractor/Subcontractor [circle one], by its undersigned representative, hereby certifies and represents to the Wheaton Park District that [Contractor/Subcontractor must complete either Part A or Part B below]:

[Contr	ractor/Subcontractor must complete either Part A or Part B below]:
abuse which Act, 82	The Contractor/Subcontractor [circle one] has in place for all of its employees not covered ollective bargaining agreement that deals with the subject of the Act a written substance prevention program, a true and correct copy of which is attached to this certification meets or exceeds the requirements of the Substance Abuse Prevention on Public Works 20 ILCS 265/1 et seq. [Contractor/Subcontractor must attach a copy of its substance abuse ntion program to this Certification.]
	Name of Contractor/Subcontractor (print or type)
	Name and Title of Authorized Representative (print or type)
	Dated:
	Signature of Authorized Representative
	The Contractor/Subcontractor [circle one] has one or more collective bargaining ments in effect for all of its employees that deal with the subject matter of the Substance Prevention on Public Works PROJECT Act, 820 ILCS 265/1 et seq.
	LRS,LLC Name of Contractor/Subcontractor (print or type)
	Joseph Grbesa Major Account Executive
	Name and Title of Authorized Representative (print or type) Joe Griesa Dated: 3/30/34

Signature of Authorized Representative

CHECKLIST OF BID PROPOSAL FORMS

A properly executed bid proposal shall include the following information and forms. All of the necessary forms are included in these detailed specifications.

- 1. Attachment "A" Pickup Schedules for Tables 1, 2, 3, and 4
- 2. Attachment "B" Bid Proposal Form
- 3. Attachment "C" References
- 4. Attachment "D" Statement Of Bidder's Qualifications
- 5. Attachment "E" Vendor Identification Form
- 6. Attachment "F" Contractor Compliance and Certifications Attachment

766968

Document A310[™] – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Lakeshore Recycling Systems, LLC 5500 Pearl Street

Rosemont, IL 60018

OWNER:

(Name, legal status and address)
Wheaton Park District
1000 Manchester Rd
Wheaton, IL 60187

SURETY:

(Name, legal status and principal place of business)
United States Fire Insurance Company
305 Madison Avenue

Malling Address for Notices 1411 Opus Place, Suite 450 Downers Grove, IL 60515

Morristown, NJ 07960

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$

10%

Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Waste Removal, Recycling and Composting Services

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

(Title) James I. Moore

Attorney-in-Fact

as a statutory bond and not as a common law bond.		
Signed and scaled this 21st day of March, 2024		
1 10 1	Lakeshore Recycling Systems, LLC	
(ll'imess)	(Principal)	(Seal)
In month	Ву:	
	(Title) CFO	
Modly Clark	United States Fire Insurance Company (Surety)	(Seal)
(Witness) Molly Clark	BU ACAL 2 M/a.	

Count	y of	DuPage								
		SUF	RETY ACKN	OWLED	GEMENT	(ATTORNE	EY-IN-FAC	CT)		
١,	Lisa Ma	arotta	Notary Pub	lic of	DuPage	County, in	the State	of I	Illinois	,
do her	eby ce	rtify that	James I.	Moore	Attome	y-in-Fact, c	of the United	d States F	Fire	
Insuran	ice Com	pany	wi	no is pers	sonally kn	own to me	to be the	same pe	erson w	hose
name	is subs	scribed to	the foregoi	ng instru	ıment, apı	peared bef	ore me this	s day in	person	, and
ackno	wledge	d that he	signed, se	aled and	delivered	l said instri	ument, for	and on	behalf o	of the
United	States F	ire Insurand	ce Company		fc	r the uses	and purpo	ses the	rein set	forth.
said C		under my	hand and n	otarial se March	•	office in the	e City of	Downers	Grove	in
NOT My Con	LISA ARY PUBLI	CICIAL SEAL MAROTTA C, STATE OF II Expires Februar	LINOIS y 7, 2026		Public ommission	A expires:	Lisa Marotta February 7,			

State of

Illinois

1	(

POWER OF ATTORNEY UNITED STATES FIRE INSURANCE COMPANY PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint: James I. Moore

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

Surety Bond No.: Bid Bond

Principal: Lakeshore Recycling Systems, LLC

Obligee: Wheaton Park District

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Lubin, President

State of New Jersey}
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

MELISSA H. D'ALESSIO NOTARY PUBLIC OF REY I. BRUEY Commission I. 4012-583 My Commission Express 477-525

Melissa H. D'Alissia Melissa H. D'Alessia (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 21st day of March 2024

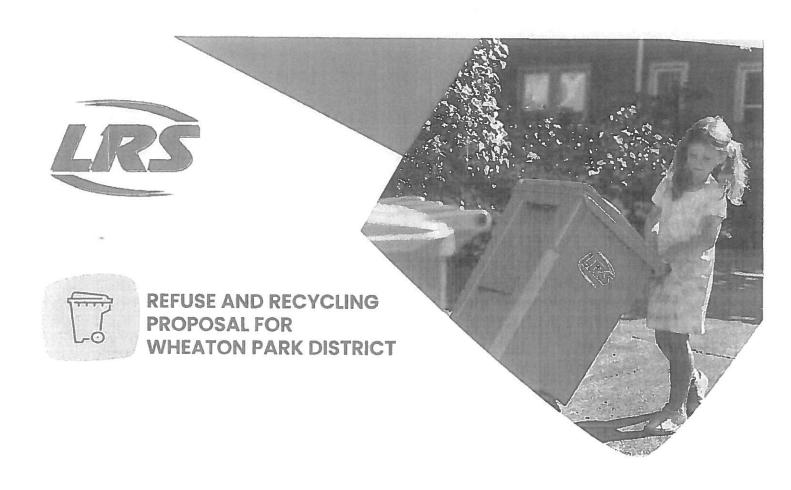
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Michael C. Fay, Senior Vice President

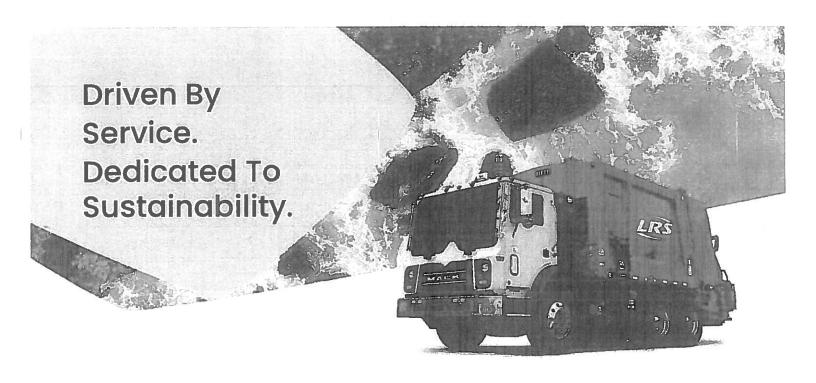
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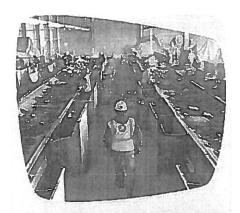
Wheaton Park District





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.



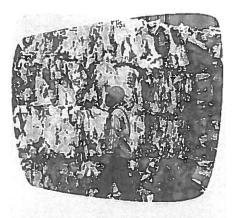
SAFETY

Protecting the well-being of our employees and the communities is essential. That's why we've taken the lead in building a lasting culture of safety and awareness.



SOCIAL IMPACT

From volunteering and fundraising to our mindful hiring practices and outreach programs, we're proudly working to help enrich the neighborhoods we serve and live in.



SUSTAINABILITY

We're proud to be reducing consumption, diverting material away from landfills, and consistently working to improve our planet's longterm viability.

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Insurance	18
Service	19



l. Cover Letter

March 5, 2024

WHEATON PARK DISTRICT Park Services Center 1000 Manchester Road Wheaton, IL 60187 630-510-4976

Re: Refuse and Recycling Proposal for Wheaton Park District

Dear Wheaton Park District,

On behalf of LRS, I thank you for the opportunity to submit the proceeding waste, recycling and yard waste collection proposal for the Wheaton Park District. We look forward to the opportunity to prove ourselves as Chicagoland's premier waste and recycling hauler.

LRS was started over 24 years ago by industry veterans who saw an opportunity in the Chicagoland market to enhance the overall waste and recycling customer experience. Since those modest beginnings, LRS now ranks as one of the country's largest privately-held waste and recycling haulers, operating in 10 states, with nearly 2,700 employees, a fleet of 1,500 vehicles and 74 facilities.

Lastly, we are particularly proud of the impact we have made on how residents see and approach the recycling process. LRS stands behind the mission for optimal sustainability. To that effect, LRS owns five Material Recycling Facilities in Illinois including a state-of-the-art single-stream recycling facility.

We believe, in terms of service and value, LRS would best service Wheaton Park District. We are eager for an opportunity to discuss the parameters of this proposal, and why we feel we would make the best partner for Wheaton Park District. Please don't hesitate to reach out to me with any questions or thoughts in the interim.

Sincerely,

Joe Grbesa Major Account Executive 5500 Pearl Street Rosemont IL, 60018 JGrbesa@LRSrecycles.com 773.372.4319

. Executive Summary

COMPANY EXPERIENCE

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

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. From the North Shore (Highland Park, Glencoe, Winnetka) to the West (Wheaton, DeKalb, St. Charles, Geneva), and south (Blue Island), LRS understands the high standards that Chicagoland communities demand.

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

As noted in the letters of reference provided by our partners in the following overview, LRS has proven to have a significant, positive impact in communities, beginning with smooth transitions. Whether it is one year or ten years from now, Wheaton Park District will enjoy the benefits of a highly awarded, innovative steward of our environment, with exceptional customer service by partnering with LRS.

COMPANY INFORMATION

FULL COMPANY NAME: LRS

ADDRESS: 5500 Pearl St., Rosemont, IL 60018

PHONE NUMBER: 844.NEED.LRS
FAX NUMBER: 773.685.6043
WEBSITE: LRSrecycles.com

II. Operational Approach

LRS has read Wheaton Park District's RFP thoroughly and understands the parameters for service it has laid forth. Should the Park District award this contract to LRS, the following are primary areas (but not sole) of concentration during the initial implementations:

CONTAINER/CART DELIVERY/GENERAL IMPLEMENTATION

Even before the Park District has officially awarded the contract, LRS will have begun preparing steps to implement services – internally, and externally with our operations teams, container supplier, and truck manufacturer. This process allows us to be most prepared, act quickly and accurately, should we be awarded Wheaton Park District's waste and recycling contract.

If awarded this contract, we will assume a smooth transition of information from the incumbent hauler will be part of the process. Once we have attained the information we need for cart and container allocation, we will be in nearly daily contact with our delivery teams. We would expect a smooth transition, based on our experience.

BASIC SERVICES

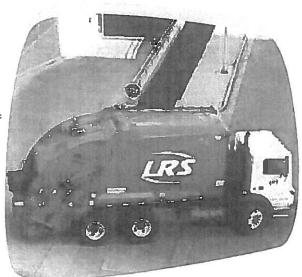
Before implementation, LRS route managers, account managers and customer service managers will meet with key contacts from Wheaton Park District to review general guidelines as well as granular details in order to ensure as seamless transition as possible.

LRS will have a route manager who is dedicated to making sure routes are finished efficiently and smoothly, and with minimal interruption to visitors and business practices at the Park District. The route manager will be tasked to head the container and cart delivery transition. He or she will work closely with the account executive, as well as LRS' Operations Manager and General Manager.

CUSTOMER SERVICE

Our Customer Service team will have a dedicated manager who will make sure our entire Customer Service team is current on all facets and details of our new partnership with Wheaton Park District. We will keep detailed logs of all calls that come in and report all activity back to Wheaton Park District's designated point persons. LRS prides itself on being able to handle resident questions and concerns with the highest level of detail and professional courtesy.

LRS will provide the Park District with a dedicated customer service team and management team. The Park District's administrative team will have 24-hour access to our customer service center. Our management team will be led by Joe Grbesa (Major Account Executive) who will oversee all facets of Wheaton Park District's contract, and constantly look for ways to improve efficiency and the overall experience for Wheaton Park District.



II. Operational Approach

CUSTOMER SERVICE DAY-TO-DAY

- Phone number: 844.NEED.LRS
- Hours of Operation: 7:00 am-6:00 pm (Monday-Friday); 7:00 am-1:00 pm (Saturday)
- Center Location: Locally housed in Rosemont, IL Corporate Headquarters

OPERATIONS SUPPORT

Led by our Area Vice President, George Strom. George and his team will use their vast industry experience – specifically related to municipal work, to ensure a smooth transition from Wheaton Park District's incumbent hauler to LRS.

OPERATIONS SUPERVISOR

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

Our operations leads will carefully consider all drivers who are interested in becoming part of our Wheaton Park District team. Often times, we will first look to hire the best drivers that are currently part of the incumbent hauler's team. If we cannot accomplish this, our operations supervisor(s) will fill those roles only with the most qualified and courteous drivers.

INNOVATIVE TECHNOLOGY

LRS introduced driver tablets into every fleet vehicle in order to track pickups, easily photograph containers for customers and retain the most updated route schedule possible while drivers are enroute. These modifications have reduced LRS' paper consumption by 50%.



II. Operational Approach 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 Wheaton Park District in finding ways to maximize its participation in recycling programs. We know that this includes being a responsible partner to all of its businesses and residents. We feel that our nearby proximity and familiarity with the area makes us the best fit for the Park District.





II. Operational Approach
Company Services

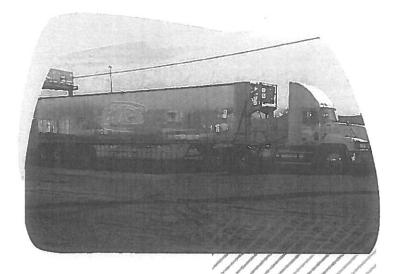
ANCILLARY SERVICES

LRS is the largest independently-owned waste and recycle hauler in Illinois, and one of the largest haulers in the country. A considerable portion of our business is roll-off based. We will commit to all peripheral services if requested. LRS has similar programs with many of its customers. We own and operate several facilities throughout Northern Illinois, which will allow us to not only price these services competitively, but also operate at the apex of efficiency.

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 Wheaton Park District 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
- · Leaf Vacuum Services









II. Operational Approach

Container Sizes

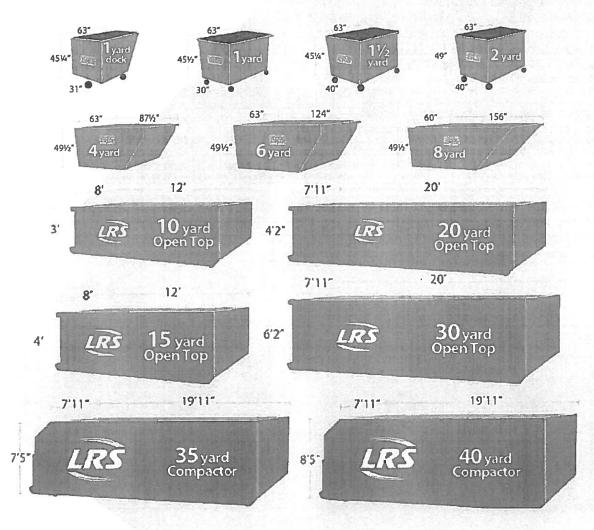
ANCILLARY SERVICES

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 container sizes include:

- 35, 64 and 96 gallon carts
- lyd containers
- 1.5yd containers
- 2yd containers
- 4yd containers
- 6yd containers
- 8yd containers

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

Not sure what size you need? Let our team of experts help. Call us with any questions you may have.



II. Operational Approach Locally Owned Facilities

LRS Chicago Transfer Station

6152 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, 7days-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 who operate our dual sorting line.

LRS Chicago Exchange Recycling & Hauling

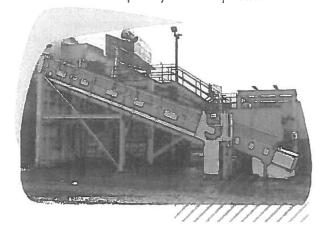
1300 West Exchange Avenue, Chicago, IL 60609

- In July 2013, LRS acquired this 10-acre property. This facility was completely renovated and opened in February 2023 as LRS' largest MRF.
- Over 25 tons per hour of recyclable material can be sorted, separated and allocated at this location and this facility can process over 280 million pounds of material per year.

LRS Chciago Waste Collection

1420 West 41st Street, Chicago, IL 60609

- This property serves as a dispatch point for nearly 100 LRS 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.



Lawndale MRF (managed)

3757 West 34th Street, Chicago, IL

- LRS took over management of the City of Chicago's Lawndale transfer station on the Southwest side of Chicago. Since June 2014, LRS has increased efficiency and implemented a floor sorting process to reclaim recyclable material that had previously been sent to the waste stream.
- LRS currently processes over 600 tons per day
 of MSW and single-stream recycling from City
 of Chicago collection vehicles. LRS is
 responsible for the daily volume and
 management of the facility which includes the
 scale operation, transfer and final disposal of
 material.

LRS Rolling Meadows Transfer Station

3851 Berdnick Street, Rolling Meadows, IL 60008

 LRS acquired this transfer station as part of the assets from GFL and it assists with sorting materials in northern Illinois.

LRS Atkinson Landfill (formerly Ecology Solutions)

137 Commercial Drive, Atkinson, IL 61235

 Ecology Solutions provides a safe, environmentally responsible and committed way to dispose of solid waste throughout Illinois and lowa. Established in 2019, Ecology Solutions is committed to making a difference in the communities it serves by adhering to safety standards and environmental practices. II. Operational Approach Locally Owned Facilities

LRS Forest View Transfer Station

6201 West Canal Bank Road, Forest View, IL 60402

- Our new Heartland facility processes over 1,500 tons-perday 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 OCC processing.
- In March 2015, LRS began transforming this facility into a cutting-edge single-stream facility. LRS' single-stream recycling system now harvests over 110,000 tons of highgrade residential and commercial single-stream recyclables annually, and sorts, separates and allocates over 20 tons of recyclables 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.

LRS West Chicago Transfer Station

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 100 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 second largest portable toilet business in Illinois, as well as a leader in street sweeping services for commercial and residential needs.



LRS Northbrook Transfer Station

2750 Shermer Road, Northbrook, IL 60062

 LRS acquired this Transfer Station from GFL and utilizes it to sort and separate material collected in Northern Illinois.

LRS Northbrook Waste Collection

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 2.3 million tons of waste material annually, which is more than any other privately-held company in Illinois.
- LRS began transforming this facility into a cutting-edge single-stream. LRS' singlestream recycling system now harvests over 110,000 tons of high-grade residential and commercial single-stream recyclables annually, and sorts, separates and allocates over 20 tons of recyclables per hour.

Zion Landfill

701 N Green Bay Rd, Zion, IL 60099

 LRS does not own this locations, but has a long term disposal agreement with Zion Landfill.

III. References

LRS holds over 100 local area franchise agreements throughout Greater Chicagoland.

City of Chicago

Christopher Sauve
Deputy Commissioner, Streets & Sanitation
Csauve@cityofchicago.org
312-744-4616
Residential collection and processing of single-stream recycling material.

Loyola University

1125 W Loyola Ave Chicago, IL. 60626 Edgar Hernandez 773.433.0834 Commercial collection services.

University of Chicago

5225 S Cottage Grove Ave Chicago, IL. 60615 Alfredo (Freddy) Izguerra 773.834.4188 Commercial collection services.

Robbie Brown | Assistant Director – Strategic Sourcing UChicago Medicine

5841 South Maryland Avenue |MC 1088, B126 Chicago, IL 60637 Phone: 773-702-9402 | Fax: 773-702-9407 Robert.brown2@uchospitals.edu Commercial collection services.

Dan Clarke CHSP Facilities Manager Loyola University Health System

Commercial collection services.

Maywood, IL 60153 Tel: 708-216-4916 Fax: 708-216-9341 Main: 888-584-7888 Dan.Clarke@luhs.org

2160 S. First Ave

. References

Additional Chicagoland Contracts

City of Highwood

- · Residential & Commercial franchise
- Start Date: May, 2017
- Size: 2,000 homes

City of Wheaton

- · Residential franchise
- Start Date: October, 2016
- Size: 15,500 homes

City of Highland Park

- · Residential & Commercial franchise
- · Start Date: February, 2016
- Size: 9,200 homes

Village of Deerfield

- Residential & Commercial franchise
- · Start Date: April, 2021
- Size: 6,600 homes

Village of Skokie

- Commercial franchise
- Start Date: June, 2012
- · Size: 1,800 commercial accounts

Village of Bannockburn

- Residential & Commercial franchise
- Start Date: March 2013
- · Size: 225 homes

Village of Riverwoods

- Residential franchise
- Start Date: April 20213
- · Size: 1,300 homes

Village of Glencoe

- · Residential franchise
- Start Date: February, 2016
- Size: 3,000 homes

Village of Winnetka

- Residential franchise
- · Start Date: February, 2016
- Size: 4,200 homes

Village of Clarendon Hills

- Residential franchise
- Start Date: April, 2021
- Size: 2,800 homes

Village of Schaumburg

- · Residential franchise
- Start Date: April, 2021
- Size: 25,000 homes

City of Evanston

- Commercial franchise
- Start Date: November, 2022
- · Size: 2,000 commercial accounts

Chicago Public Schools (CPS)

- · Commercial franchise
- Start Date: January 2014
- · Size: 660 schools

City of Des Plaines

- · Residential franchise
- Start Date: March, 2021
- Size: 17,500 homes

Village of Elmwood Park

- Residential franchise
- · Start Date: March, 2019
- Size: 7,500 homes

Village of Maywood

- · Residential franchise
- · Start Date: April, 2022
- Size: 6,250 homes

City of Northlake

- Residential franchise
- Start Date: December, 2021
- Size: 2,900 homes

Village of La Grange Park

- · Residential franchise
- · Start Date: April, 2019
- Size: 3,900 homes

City of Blue Island

- · Residential franchise
- Start Date: July, 2017
- Size: 5,600 homes

Village of Western Springs

- · Residential franchise
- Start Date: January, 2019
- Size: 4,500 homes

City of St Charles

- Residential franchise
- Start Date: July, 2018
- Size: 12,500 homes

City of Geneva

- Residential franchise
- Start Date: July, 2018
- Size: 7,800 homes

V. Sustainability Social Impact

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, onsite 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. From solar panels on facility rooftops, to an increasingly CNG and electric-powered fleet of waste collection trucks and street sweepers, LRS is committed to meeting its Net Zero by 2040 pledge.



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.

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

ALTERNATIVE COLLECTION VEHICLES

- Operate a small and growing fleet of compressed natural gas vehicles (CNG)
- Introduced first electric garbage truck in the Chicago market in May 2023



V. Sustainability Social Impact

NET ZERO PLAN

LRS monitors greenhouse gases (GHG) in order to reduce company-wide carbon emissions. In 2023, LRS established a GHG emissions inventory based on 2022 emissions data. The baseline carbon emissions was third-party verified and allowed LRS to begin planning for our net zero future. The 2022 GHG inventory data led LRS to develop and complete a roadmap aimed at reaching a net zero target by 2040.

LRS' Net Zero Business Plan by 2040 (NZEBP) received board approval in September 2023 and identified three strategic pillars for energy transformation. Net zero is defined as the balance between GHGs emitted and taken out of the atmosphere by an organization. LRS' three strategic pillars are as follows:

- 1. Landfill gas capture
- 2. Fleet decarbonization
- 3. Route optimization

Landfill gas capture reduces landfill emissions by increasing methane capture efficiency and converting captured methane for productive use. Fleet decarbonization includes transitioning to low-carbon fuel alternatives and electrification for vehicles and equipment. Route optimization utilizes advanced technology to reduce LRS' carbon footprint through fuel savings and reduced operational costs. In our first public sustainability report due in summer 2024, we will disclose LRS' carbon emissions for 2023 and additional plans related to sustainability. As the net zero pillars are implemented, we will be able to provide further information regarding their impact on local communities.

LOCAL ENVIRONMENTAL AND SOCIAL IMPACT

LRS is committed to education, transparency and collaboration with the communities we serve. The LRS Exchange Material Recovery Facility (MRF), located in the stockyards neighborhood of Chicago, processes the recyclable materials from the City of Chicago blue cart program. We have a unique opportunity to increase the city's overall recycling rates, which are currently reported as 9.6%. In August 2023, LRS released an interactive map with the City of Chicago, Department of Streets and Sanitation to increase transparency regarding the city's blue cart recycling program (ChicagoRecycles.org). This interactive map is available to anyone and shows the journey of recycling in the city. We are committed to increasing access to data and transparency in the recycling process.

Since the LRS Exchange MRF opened in March 2023, we've hosted over 280 guests to tour the facility. Our visitors include university professors and students, package designers, government leaders, customers, businesses, and community groups. Tours involve an educational presentation and a collaborative discussion on waste, recycling, technology, and sustainability. Guests walk the facility to see the magnets, cameras, people, and machines involved in properly sorting recyclables. In May 2023, LRS hosted over 40 guests from Kraft-Heinz.

The research and design engineers from Kraft-Heinz were interested in their ability to design for recyclability. LRS shared which products made it though our system and which products were unable to be recovered. We hope these types of educational events will lead to changes in packaging design. In October 2023, LRS hosted over 80 guests from the Chicago Paper and Plastics Recycling Conference. LRS continues to expand our partnerships with local community groups and organizations in the Chicago-land area.

V. Specialty Diversion

ELECTRONIC WASTE (E-WASTE)

As of January 2012, the Illinois Electric Products Recycling and Re-Use Act took effect. This ban states that certain electronic items such as televisions, monitors, computers and printers are no longer allowed in conventional waste streams and landfills. LRS has established an electronic waste program for numerous businesses over the past 10 years. Our program is flexible and can vary significantly based on volume and equipment space. All electronic waste will be collected and properly handled.

ACCEPTED ELECTRONICS:

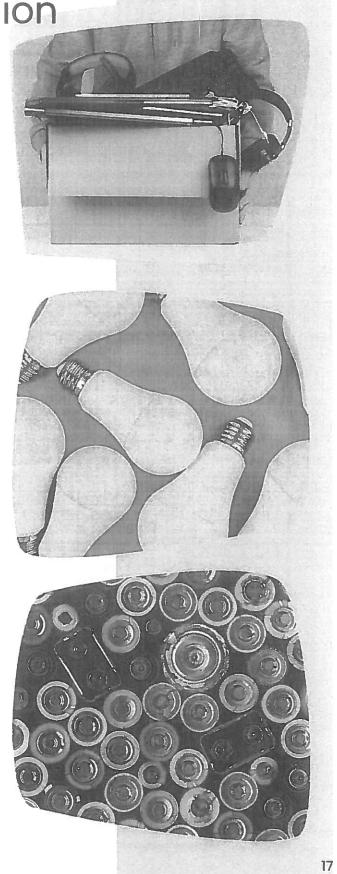
ELECTRONIC KEYBOARDS | COMPUTER MICE | FAX MACHINES MP3 PLAYERS | PRINTERS | SATELLITE RECEIVERS | SCANNERS TVS & MONITORS | VCRS VIDEO GAME CONSOLES | CABLE RECEIVERS | CELL PHONES | DESKTOP COMPUTERS | LAPTOPS NOTEBOOKS | TABLETS | DIGITAL CONVERTER BOXES DVD PLAYERS | DVD RECORDERS

BULBS, BALLASTS, & BATTERIES

What is considered "allowable waste" is constantly changing. Some items that have been most affected by these shifts are bulbs, ballasts and batteries. Lakeshore Recycling Systems offers a conducive list of options to suit our entire range of customers. We are happy to work together and fit your specific needs.

ACCEPTED MATERIALS:

4' STANDARD LAMP BOXES | 4' JUMBO LAMP BOXES 8' JUMBO LAMP BOXES | U-BEND & HID LAMP BOXES 1 GALLON MINI CFL CONTAINERS | 5 GALLON CFL CONTAINERS | 5 GALLON BALLAST CONTAINERS | MINI E-WASTE CONTAINERS PALLET BOX E-WASTE CONTAINERS | 3.5 GALLON BATTERY CONTAINERS 1 GALLON BATTERY CONTAINERS CONTAINERS



VIII. Insurance

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X.Service

STATEMENT OF UNDERSTANDING

LRS has carefully examined the Request for Proposal (RFP) and current services taking place at Wheaton Park District. LRS understands all of the requirements necessary to provide the services being requested and is fully prepared to deliver these services with a high-level of customer service and experience. Unless otherwise described as a deviation or alteration, Wheaton Park District may assume LRS agrees to provide the services as described in the RFP, including the waste and recycling service location schedule.

B. SAMPLE INVOICE



LRS 5500 Pearl Street Rosemont, IL 60018 Phone: 844.NEED.LRS

LRSrecycles.com

CUSTOMER NO	
INVOICE DATE	11/30/2022
INVOICE NO	
CUSTOMER PO	
DUE DATE	12/30/2022

BALANCE FWD	
PAYMENTS	
CREDITS	
CHARGES	
BALANCE DUE	

CURRENT	1-30 DAYS	31-60 DAYS	81-80 DAYS	OVER 90 DAYS	BALANCE DUE

All of us at LRS appreciate your business! PLEASE MALL ALL CHECKS TO PO BOX 554892, DETROIT, MI 48255-4892. To pay online, please go to our website at https://wisconsin.irsrecycles.com/ Autopay payments will be processed the 5th business day of each month.

Our Industry has experienced continued significant cost increases – especially in the area of recycling outlet and processing costs. As a result, you may notice an increase in your billing amount reflecting these costs.

DATE	QUANTITY	FREQUENCY	DESCRIPTION		AMOUNT
New Charges					Corne and balloning a
12/1/2022 - 12/31/2022		Weakiy	8 Yard Front Load Recycle Service		
12/1/2022 - 12/31/2022	1.00	Wackly	8 Yard Front Load Trash Service		
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12/1/2022 - 12/31/2022	1.00	Weekly	8 Yard Front Load Recycle Service		
12/1/2022 - 12/31/2022	1.00	2x/Week	B Yard Front Load Trash Service	-	
12/1/2022 - 12/31/2022	1.00	Every 2 Weeks	4 Yard Front Load Recycle Service		
12/1/2022 - 12/31/2022	1.00	Weekly	4 Yard Front Load Trash Service		

LRS PO 80X 554892 DETROIT, MI 48255-4892 Phone: (608) 580-0580

CUSTOMER NO INVOICE DATE		INVOICE NO	BALANCE DUE	
	11/30/2022			
YOUR REFERENCE NO		AMOUNT PAID		
		8		

Visit us on-line to make your payment on this invoice