



At the Heart of Community

VILLAGE MANAGER'S OFFICE

70 East Main Street
Lake Zurich, Illinois 60047

Phone (847) 438-5141
LakeZurich.org

AGENDA ITEM

7C

MEMORANDUM

Date: June 30, 2020

To: Ray Keller, Village Manager *PK*

From: Kyle Kordell, Assistant to the Village Manager

CC: Mike Brown, Public Works Director

Re: **Solid Waste Hauling – Proposal from Prairieland Disposal**

Issue: The Village's existing franchise agreement for solid waste hauling services with Waste Management of Illinois expires on August 31, 2020 after an extension on the original contract from 2008. A multi-jurisdictional request for proposals was issued in early 2020, with Prairieland Disposal presenting the most competitive proposal. This was the first solid waste hauling RFP ever conducted in the history of Lake Zurich. The Village has been contracted with Waste Management for at least 20 years.

Village Strategic Plan: This agenda item is consistent with the following objectives in the Strategic Plan.

- Financial Sustainability. *Objective:* Identify area where Lake Zurich services overlap with other organization within a defined region.
- Financial Sustainability. *Objective:* Conduct analysis to determine if further efficiencies are obtainable.
- Service Sustainability. *Objective:* Identify methods of alternative service delivery.

Background: To gauge the competitiveness of the solid waste hauling market, on February 7, 2020 the Village issued a multi-jurisdictional request for proposals for solid waste hauling services in partnership with Wauconda, Island Lake, Tower Lakes, and Deer Park. Four proposals were received on May 27, 2020.

After much review and discussion, the villages of Lake Zurich and Wauconda are recommending a joint-municipal contract with Prairieland Disposal. Deer Park has decided to not participate further and has extended its existing contract directly with its current hauler. Island Lake and Towers Lakes have decided to pursue individual contracts directly with Prairieland Disposal.

Lake Zurich and Wauconda anticipate future strategic advantages that come from a joint-contract between both towns, which together comprise over 11,000 housing units and a combined population of over 33,000 residents.

Prairieland Overview: Prairieland Disposal is a family-owned company based out of Lake Barrington that services Lake, McHenry, Cook, and Boone counties. A few of their existing municipal clients include Barrington Hills, McHenry, Crystal Lake, Richmond, Fox River Grove, and Barrington, all of which have provided highly positive references on the companies' customer service and reliability (references attached).

Prairieland runs a full fleet of OnePass residential trucks, allowing for the collection of trash and recycle at the same time. Collecting two materials in one truck decreases the amount of fuel and energy used by 50% and reduces traffic and emissions in neighborhoods, creating a slightly quieter collection day.

Prairieland is an active partner with the Solid Waste Agency of Lake County (SWALCO), which Lake Zurich is a member of. One of the four public SWALCO drop-off sites available in Lake County for electronics recycling is managed by Prairieland at its Lake Barrington office.

Prairieland is also the first waste hauler in northern Illinois to initiate a year-round food organics program, which is a future service enhancement that would be available to Lake Zurich in future years (this is a 3rd cart organics program that diverts all organics to Midwest Organics Recycling northwest of Wauconda).

Prairieland has no pending litigation and no history of litigation.

Analysis of Proposals (Waste Management vs. Prairieland)

Of the four proposals received, two can be removed from consideration rather quickly. Lakeshore Recycling Systems does not offer leaf vacuuming trucks (which Lake Zurich has had for many years) and Flood Brothers proposed charging \$4.75 additional per month for yard waste collection (which is simply included with Waste Management or Prairieland).

Thus, comparing the key points of the remaining two proposals from Waste Management (WM) and Prairieland (PL) is depicted as follows.

35 Gallon Cart Price per month (including leaf vacuuming)

WM: \$25.95

PL: \$22.53

65 Gallon Cart Price per month (including leaf vacuuming)

WM: \$26.50

PL: \$22.53

96 Gallon Cart Price per month (including leaf vacuuming)

WM: \$28.99

PL: \$23.53

Per Sticker Cost

WM: \$3.00

PL: \$3.10

Cost of Private Services per Cubic Yard

WM: \$45.00

PL: \$15.00

White Goods Collection (appliances / water heater, etc.)

WM: \$75.00

PL: \$10.00 + three stickers @ \$3.10 each. Total = \$19.30

Cart Size Swap-Out Fee

WM: \$55.00

PL: \$25.00

Senior Discount

WM: 10% off all cart sizes ages 65+

PL: 10% off all cart sizes ages 65+

Yard Waste Collection

WM: April 1 – mid-December. Once-per-week unlimited collection – no stickers needed.

PL: April 1 – mid-December. Once-per-week unlimited collection – no stickers needed.

Food Scraps

WM: Commingled w/ landscape waste is permitted.

PL: Commingled w/ landscape waste is permitted.

Monthly Rate to Lease Additional Carts

WM: \$3 for largest cart size only.

PL: \$5 for two largest cart sizes

Emergency Municipal Services

WM: \$80 per hour per worker. \$55 per hour per vehicle. \$70 per cubic yard.

PL: \$45 per hour per worker. \$105 per hour per vehicle. \$10 per cubic yard.

Future Cost Increases

WM: 3.5% flat increase each year

PL: 3.5% flat increase each year

Leaf Vacuuming

WM: Included in the cost of the cart

PL: Included in the cost of the cart.

Back Door Collection

WM: \$30 per month extra.

PL: \$25 per month extra.

E-Waste and Chemical Disposal

WM: \$1.40 per month for At-Your-Door subscription service charged to all houses.

PL: Free once per year curbside collection event for e-waste. Free drop-off available six days a week in Lake Barrington.

Handwashing Stations

WM: \$100 per station.

PL: \$85 per unit. To provide two units per event for free.

Portable Toilets

WM: \$85 per unit

PL: \$95 per unit. To provide eight units per event for free.

Christmas Tree Disposal

WM: Free first two weeks in January.

PL: Free first two weeks in January.

Company Holidays

WM: New Years. Memorial. Independence. Labor. Thanksgiving. Christmas.

PL: New Years. Memorial. Independence. Labor. Thanksgiving. Christmas.

Next Steps: Pending Village Board direction, Prairieland Disposal will be finalizing the purchase of several new trucks for its expanding fleet, finalizing resident brochures and informational packets that will be mailed to every customer in Lake Zurich (and Wauconda), ordering extra-refuse stickers to be sold at Village Hall, and finalizing new collection routes for both towns.

It is important to note that existing collection days may change for certain parts of town. Right now, Waste Management is collecting five days a week, Monday through Friday. Prairieland will be spending the next few weeks finalizing new routes. This will be communicated extensively to all residents.

Waste Management will be collecting its old carts the last week of August. Prairieland will begin delivering new carts the weeks of August 10, 2020 and August 17, 2020. One week will be for Lake Zurich, the other week will be for Wauconda.

Recommendation: This is a non-voting item at this time. Pending Village Board direction, a formal vote on a waste hauling contract with Prairieland can be expected at the Village Board meeting on August 3, 2020.

Respectfully Submitted,

Kyle Kordell
Assistant to the Village Manager

Attachments:

1. Reference Checks
2. Pictures of carts
3. Prairieland Disposal Submitted Proposal



At the Heart of Community

OFFICE OF THE VILLAGE MANAGER

70 East Main Street
Lake Zurich, Illinois 60047

(847) 438-5141
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Prairieland Disposal Reference Checks -June 2020

Responses: In total seven (7) references responded to our inquiry and their responses are below.

- **Village of Barrington Hills (POSTIVE)**

Contact – Anna Paul, Director of Administration

"We do not contract with Prairieland, we have worked with them on various one-off programs including our fall festival and e-waste recycling. They have been great to work with during those, but I cannot speak to their regular services. Barrington Hills residents all privately contract their waste disposal services."

- **Village of Richmond (POSTIVE)**

Contact – Karla Thomas, Village Clerk

"Prairieland completed all of their contractual duties and we have not had any issues. Residents have been pleased with the service and we have received no complaints. The working relationship is wonderful, and they are always professional. Overall, our experience with Prairieland has been excellent. We are very pleased with the service they provide!"

- **City of McHenry (POSITIVE)**

Contact – Troy Strange, Director of Public Works

"Prairieland completed all of their contracted duties. Any issues were typical of previous service issues with other vendors and very promptly addressed. Residents overall were pleased with their service; any complaints were typical in volume to any provider. The working relationship is excellent, they are very eager to assist, and their management is easy to reach. The overall experience is excellent, and our contract has two more renewal years and we anticipate renewing on both."

- **Village of Fox River Grove (POSITIVE)**

Contact – Stephen Bechler, Assistant to the Village Manager

“Fox River Grove just began service with Prairieland in February. Our Village had been with Waste Management for at least 20 years, so I think that any change was going to be met with some questions and concerns. In order to minimize potential issues, we worded our RFP to create the identical set of services that we had under our previous contract. We did end up changing a few small items (such as switching the senior program from a sticker program to a discount that is equal to what it would have cost to use 1 sticker per week on the previous program), but our program is mostly the same as it was before. We’ve had a few “issues”. I’d say most of them are related to ensuring that Prairieland’s office staff understanding what is unique about our program versus some of the other municipalities that they serve. As soon as I speak with the company leadership, we’ve always had concerns resolved quickly and effectively.

I think residents are generally satisfied given the financial savings. Again, people often resist change, regardless of whether it’s good or bad. Most of the complaints and concerns were raised during the transition and have slowed down substantially in the last couple of months.

The working relationship is pretty positive. I feel like I or our Public Works supervisor can almost always reach the individual with whom we need to speak – one of the two Steve’s or one of the office supervisors. If not, they’re pretty quick getting back to us. I’d always recommend speaking over the phone to ensure you’re seeing eye-to-eye. Again—I think the overall experience has been positive. Prairieland is saving our residents money—which is a very important factor in times like these. Although they do not have a large office staff, they always attempt to do what they can to keep us and our residents happy.”

- **Village of Capron (POSITIVE)**

Contact – Jason Hagberg, Village Clerk

“Prairieland has thus far completed all contractual obligations with no issues. Customers are generally satisfied with service, but after switching from a provider that was used in town for 10+ years there was an adjustment period. Complaints as of recent have been very few and are commonly directed to Prairieland.

The working relationship I have had with Prairieland has honestly been quite exceptional. Mary, Steve and the crew are very quick to help. Overall depending on the rating scale being used, I would rate them high. 4.5 out of 5 stars. I would rate higher but my 5 star status is a high bar!”

- **Village of Barrington (POSITIVE)**

Contact – Kris Lennon, Deputy Village Clerk

“Prairieland completed all of their contracted duties. The Village was very pleased with the services Prairieland provided. Complaints were not common. There were probably less than 5 complaints for the entire years such as; a resident complained about nuts in the road from a Prairieland truck. One other resident complained about the number of trucks going up and down the street.

The working relationship was very professional, friendly and responsive. Steve, the owner, would personally check in on the Village from time to time. Prairieland is conscientious about the work they do and care about the environment. They are quick to respond and handled all matters in a timely fashion. Overall, they were exceptional. From billing to waste hauling services. They provided outstanding services to the Village residents.”

- **Village of Oakwood Hills (POSITIVE)**

Contact – Cheryl LoSasso, Village Clerk

“Prairieland has completed all their contracted duties with very few issues which were addressed immediately. In regard to the satisfaction of residents with their services, unfortunately you cannot please everyone however overall the majority of residents are pleased with the service. The working relationship is excellent. Everyone I have dealt with is very pleasant and I have never had trouble reaching anyone when needed. I would highly recommend Prairieland Disposal.”



Consortium of Lake County Municipalities

Solid Waste Collection RFP

Submitted To, Time and Date:

10:00 am on May 27, 2020

**Consortium of Lake County Municipalities
70 East Main Street
Lake Zurich, IL 60047**

Submitted By:

Prairieland Disposal Inc.

**21N988 Pepper Road
Lake Barrington, IL 60010
(847) 381-9300**

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 - Exhibit E - Contaminated Recycling Tag



Consortium of Lake County Municipalities
70 East Main St.
Lake Zurich, IL 60047

Prairieland Disposal appreciates the opportunity to submit this proposal to The Consortium of Lake County Municipalities for residential refuse, recycling, landscape waste and **food waste collection**. We are proud to be the 1st in Northern Illinois to initiate a year round food organics program. We are an environmentally conscious, family-owned and operated waste collection and recycling firm that services the greater Lake, McHenry, Cook and Boone Counties.

Prairieland Disposal tailors its service to meet and exceed the needs of each customer and to ensure consistent, superior service at every level. We are confident our proposal will demonstrate a program that offers a substantial value and a comprehensive refuse, recycling, landscape waste and food waste program for the Consortium of Lake County Municipalities. We currently haul 3,500 of the 14,000 homes, Village of Island Lake and Village of Tower Lakes.

Prairieland is well equipped to handle the transition in regard to the curbside collection of refuse, recycling, yard waste, food organics and electronics as well as a local drop-off center. We will work closely with the individual Villages to ensure a smooth transition. The combination of integrated communication from both Prairieland and a contact person provides for a smooth and effective implementation.

As a full service local company, we pride ourselves on greener sustainable alternatives to insure diversion from the landfill. Currently we run a full fleet of **OnePass** residential trucks, collection of trash and recycle at the same time. These trucks decrease emissions, reduce truck traffic and road wear by 50% and are lighter than conventional residential trucks. This sets us apart from others in the industry. Our equipment also includes roll-off and commercial waste collection and our recycling operation specializes in manure, food scraps and yard waste. All of our trucks run on BioDiesel as opposed to natural gas, as natural gas has major safety concerns.

Thank you for your consideration. We look forward to servicing and providing personal quality attention to your community. We are happy to assist the Consortium to move forward towards more sustainable options for a cleaner, greener community.

Sincerely,
Steve Schweinsberg
Vice President

Prairieland Disposal Inc.
21N988 Pepper Road / Lake Barrington, IL 60010
(847) 381-9300

www.prairielanddisposal.com

"You must be the change you wish to see in the world" –Gandhi

Executive Summary

Prairieland Disposal has analyzed the Consortium of Lake County Municipalities' "Request for Proposal" for residential solid waste and recycling services.

Enclosed you will find the Prairieland Disposal response to the "Request for Proposal" demonstrating our technical ability to provide the Consortium of Lake County Municipalities with a full range of residential curbside services. Prairieland has a general understanding of your intentions and we believe that we are uniquely qualified to fulfill the Consortium of Lake County Municipalities' goals in developing and expanding your residential curbside program. We also understand that we will need to comply with all codes, ordinances, rules, statues, laws and regulations of the State of Illinois, County of Lake and Consortium of Lake County Municipalities.

I am authorized to negotiate and sign this contract. Steve Schweinsberg, Vice President, located at 21N988 Pepper Road, Lake Barrington, IL 60010 is the person who can answer and questions you may have regarding this proposal. Mr. Schweinsberg can be reached by phone at (847) 381-9300, on his cell (847) 343-8059 or by email at steve@prairielanddisposal.com.

Prairieland will seamlessly provide clean, courteous, well-scheduled collection and disposal or processing of refuse, recyclables, yard waste, and food scraps from all residents and properties within the individual Villages.

We feel our RFP submittal is responsive. Please be assured what we will gladly and promptly respond to any questions or concerns that may arise during your review of our submittal. Prairieland Disposal is a local and privately owned company that can give personalized service to the residents. We are well equipped to handle all of the residents needs and encourage you to check our references. We look forward to enhancing and improving the quality of the residential curbside program for the residents and we pledge that all our efforts and resources will be committed to providing the highest level of service in our industry.

Sincerely,

Steve Schweinsberg
Vice President

GREEN INITIATIVE



- Prairieland environmental stewardship program our effort includes One-Pass Trucks, Collecting two materials in one truck decreases the amount of fuel and energy used by 50%. Not to mention reduced traffic and emissions on roadways and in neighborhoods also by 50%.
- Prairieland is a firm believer in recycling animal manure and bedding. This is also beneficial for our environment. (Protecting water quality, killing parasites, and reducing odor)
- Our yard waste and food scraps program helps increase the diversion of organic materials from landfill disposal for beneficial uses such as compost. Both food scraps and yard waste will be collected together. Food scraps collected year round.
- All organic materials are collected curbside and taken to a state licensed compost facility where they are processed into compost and different types of mulches.
- Prairieland Disposal takes pride in being honest, cost effective while maintaining our reputation as stewards of the environment. 62% of the residential and commercial waste we collect is recycled.
- We fuel our trucks with the environment in mind by choosing Bio-Diesel.
- Prairieland Disposal is an innovative company exploring ways to reduce pollution and encourage alternative methods of waste management, such as recycling. Prairieland's food scrap management programs are being implemented at the local level (School, business locations, etc.) which helps to reduce the tonnage of waste dumped in our landfills. We can accomplish huge goals through our program such as composting-convert food scrap into nutrient-rich soil amendment, which is great for our environment as well as our community!
- E scrap pick-up at the curb.
- Please reduce, reuse, and recycle to protect your environment, and to conserve your natural resources for a more beautiful Illinois.
- We also offer recycling materials drop-off at our Lake Barrington office:
21N988 Pepper Rd, Lake Barrington, IL 60010
6 day a week Monday thru Thursday 8am-5pm, Friday 8:00am to 4:00pm and Sat 8:30am-11:30 am
All items that are accepted are listed below:
 - Batteries: accepting Car, rechargeable (example: hand held tool batteries, no dry cell batteries)
 - Computers, TVs electronics
 - Christmas lights
 - Vases
 - Gym shoe drop off
 - Appliances/white goods drop off
 - Food organics

-Pumpkins

- Did you know that each American throws away an average of 1.3 pounds of food scraps every day? Each year, residents in Illinois generate enough food scraps to pile on a football field over a half mile high! Food waste generated by all households in the United States could be piled on a football field over 15 miles high!
- The top two portions of the U.S. waste stream (paper and yard waste) have been successfully diverted from landfills through recycling and composting efforts, with recovery rates of 50% and 62% respectively. Piling in comparison, the food scrap recovery rate is less than 3%. Your Villages can make a sustainable difference. Our goal is to help you achieve lowering your carbon footprint.

Litigation

We are a company that strives to provide a record of operational safety and a good place to work. We currently have no pending litigation and no history of litigation.

Operational Approach

Prairieland Disposal will provide complete and comprehensive solid waste, recycling and landscape waste collections for the residential units located within the individual Villages. With decades of direct commercial and municipal experience within the Chicago metropolitan area, currently providing Lake, McHenry, Cook, Boone and Kane County with services and providing solid waste collections to over sixty thousand homes every week, we are confident that the Consortium of Lake County Municipalities will receive complete satisfaction with regard to our services. The following outline and discussions represent our understanding, methods and capabilities we will maintain in performing services for the individual Villages.

Our Discussions are broken down into these thirteen (13) categories:

- I. Consortium of Lake County Municipalities' Collection Program
- II. Residential General Routing
- III. Residential Equipment
- IV. Yard Waste Collection Equipment
- V. Electronic Collection Equipment
- VI. Vehicle Maintenance Procedures
- VII. Service Implementation
- VIII. Service Quality Assurance
- IX. Emergency Contingency Plan
- X. Recycling Capabilities
- XI. Recycling Materials

I. Consortium of Lake County Municipalities' Collection Program

A. Solid Waste Cart Program

1. Unlimited Refuse Service:

Prairieland will provide a 95 gallon wheeled cart for weekly curbside collection of unlimited household garbage from each residential unit, depending on the option the resident chooses. Our cart program is aesthetically appealing in the community. These carts are operating in a number of communities and are designed with the homeowner in mind. The non-detachable lid can't be lost and when closed it minimizes animal and insect infiltration, as well as odor emissions. The size and weight of the cart gives it stability on windy days that smaller containers do not have. These carts are also easy for residents to handle on collection day as they have two wheels attached for ease of movement. We will not pick-up competitors carts or containers: they may not be compatible with our equipment. Exhibit A.

2. Limited Refuse Service:

Prairieland will provide a 65 or 35 gallon wheeled cart for weekly curbside collection of household garbage from each residential unit, depending on the option the resident chooses. Any additional refuse outside of the 65 or 35 gallon toter will require a sticker. Any bulk items placed out for pick-up will require three (3) stickers. Our cart program is aesthetically appealing in the community. These carts are operating in a number of communities and are designed with the homeowner in mind. The non-detachable lid can't be lost and when closed it minimizes animal and insect infiltration, as well as odor emissions. The size and weight of the cart gives it stability on windy days that smaller containers do not have. These carts are also easy for residents to handle on collection day as they have two wheels attached for ease of movement. We will not pick-up competitors carts or containers: they may not be compatible with our equipment. Exhibit A.

B. Recycling Cart Program

Prairieland will provide a 95 gallon wheeled cart for unlimited weekly curbside collection of household recyclables from each residential unit. Residents will have the option to request a 65 gallon cart instead of the 95 gallon free of charge within 30 days of the commencement date. Our goal is to have residents recycling more and to divert trash from the landfill. Exhibit A.

C. Unlimited Yard Waste and Food Scrap Collection Program

With our proposal all options will include food scrap recycling at no additional fee during yard waste season. In this program, households that participate in the solid waste program may put out yard waste which is contained properly at the curb for weekly collection and to be collected on their pick-up day. Proper yard waste containers include a can clearly marked yard waste, or biodegradable Kraft paper bags not to exceed thirty-five (35) gallons in size of forty-five (45) pounds in weight. Brush may be bundled with twine or string, no more than 2' in diameter and 4' in length. A 95 gal yard waste toter is available for an extra fee, if desired. No personal cans will be accepted. Food scraps will also be accepted in this program.

1. **Food Waste and Organics:** Food waste, organics, dog waste and kitty litter can be mixed with yard waste for weekly curbside pick-up. During yard waste season. Unless the Village chooses year round organics.
2. **Live Christmas Tree Removal:** Discarded live Christmas trees placed at the curbside will be picked up at no additional cost up for the first two weeks of January. Must be free of lights and ornaments. Unless the Village chooses year round organics.

D. Special Pick-ups

Prairieland asks that the Consortium residents who need to dispose of large refuse materials that weigh more than fifty (50) pounds and are longer than five feet, some mattresses, some furniture and additional construction debris, to call our office and schedule a special pick-up. The residents will receive a cost estimate for the removal of these items. The special pick-up can be completed within 24 hours during the business hours.

Residents wishing to dispose of household hazardous wastes such as lawn chemicals, automotive products, workshop/painting supplies, cleaning products, flammables, prescription needles/lancets, batteries, and fluorescent bulbs may contact Prairieland's customer service department. Drop off at our Lake Barrington location or curbside for a fee.

1. Bulk Items & White Goods

Additional bulk items will be charged according to the size of the item, residents should call Prairieland to schedule pick-up and arrange payment.

The following is a (non-inclusive) list of white goods which will require a special pick-up as defined by Illinois law:

Any domestic and/or commercial large appliance which contains CFC or HCFC refrigerant gas, PCB containing capacitors, mercury switches or other hazardous components. Examples include, but are not limited to refrigerators, freezers, air conditioners, ranges (both electric and gas), dehumidifiers, water heaters, furnaces,

ovens, humidifiers, water softeners, trash compactors, and other similar large appliances.

All appliances that fall under the Illinois definition will require a special pick-up collection fee per item.

2. Events:

Prairieland will supply garbage and recycling services for Village events.

E. Billing & Special Services

All services will be invoiced on a quarterly basis, in advance directly to resident, based upon the service level in which they choose to participate. All invoices will be due within 30 days of invoice date. Payment options include; online payment, EasyPay (autopay), phone or mail. There shall be a two week grace period before service is interrupted. Residents will be charged for extra containers and special pick-ups when requested.

1. Education

Prairieland will provide each resident with Village approved information. This information will also be posted exclusively under each Village on our website. Residents may also call our customer service department for all questions regarding services and recycling.

2. Vacation Hold

Residents are allowed 3 months' vacation hold per year, they must call in advance. If an extended request is made there will be a \$75.00 reinstatement fee.

3. Cancellation

Residents may cancel service, provided the resident notified contractor in writing forty-five (45) days in advance of the last date of desired service. No refunds will be issued without a 45 days in advance written notice.

II. Residential General Routing

A. Village Service Routing

Prairieland is proposing to collect the single-family units and multi-family residences of 4 units or less, including trailer parks, townhomes and apartments, whether totterized or dumpster. We are expecting to service approximately 17,463 residential units, plus Deer Park Crossing and The Solana of Deer Park, within the Consortium of Lake County Municipalities per week.

B. Hours of Collection and Holiday Service

Hours of operation for collection are from 7:00 am and remain until 7:00 pm. Extra collection vehicles will be supplied, as needed, when weather or traffic concerns indicate any route or routes will be substantially delayed.

During the week of a holiday each succeeding collection day following a holiday will be serviced one day behind the regular schedule. There will be no household collection on Sunday. If one of the Holidays listed below falls on a Sunday it will be observed on the following Monday.

We observe the following holidays:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

III. Residential Equipment

A. Waste Collection Vehicle Specifications and Special Features

We have always emphasized higher productivity to help us stabilize costs for the communities that we serve. We will continue to utilize new generation collection vehicles for this contract that will allow us to maximize the number of homes per truck that can be serviced per day. These “state of the art” vehicles are driver friendly, quieter and are compatible with cart systems. These *OnePass* trucks load from the side and have a semi enclosed hopper area, versus an open hopper on a front load truck, to eliminate wind-blown material.

We have a chassis/body *OnePass* combination that is best suited for densely populated areas and provides us with exceptional maneuverability and flexibility. These refuse and recycling trucks are highly beneficial in navigating the streets that exist in the Consortium of Lake County Municipalities. All equipment within the Consortium is uniformly painted, washed and maintained regularly to ensure a neat and clean appearance.

Prairieland collection vehicles are known as *OnePass* trucks. The bodies are split in half to separate garbage on one side and recycling on the other side. These special trucks reduce the use of a second truck for recycling. Prairieland is reducing fuel, energy, and emissions by 50% when used for residential garbage and recycling collection. Prairieland *OnePass* trucks are lighter than a conventional garbage truck when loaded and thus causing less road damage in the form of wear and tear and reduced traffic. Exhibit B.

Collection vehicles are equipped with strobe and optional equipment to aid in both safety and efficiency. All vehicles are equipped with strobe type lights and rear view vision cameras for increased safety.

IV. Yard Waste Collection Equipment

Brush and yard waste will be collected using conventional rear and side load trucks. All yard waste, food organics and compost will be recycled at a state licensed facility.

V. Electronic Collection Equipment

Container truck with lift gate on back for curbside collection.

We currently operate a drop-off center for SWALCO, Consortium residents will have access to the drop-off 6 days a week, one TV or monitor per household per year.

VI. Vehicle Maintenance Procedures

A. Residential Maintenance Procedures

Prairieland utilizes our own complete certified maintenance facilities in Wauconda for servicing our residential collection equipment.

Capabilities include:

- Welding and fabrication
- Major engine and transmission overhauls
- Hydraulic hose fabrication and repair
- Body and chassis restoration
- State Certified Brake Specialist

We operated our maintenance facility seven (7) days a week adhering to strict preventative maintenance procedures. All equipment is maintained following the Department of Transportation standards.

VII. Service Implementation

A. In-Town Supervisor Availability

Prairieland will utilize a full-time supervisor to oversee and manage collections every week. Duties include assisting drivers in servicing their routes and being immediately available to customers who encounter any service problems. Resident questions or concerns are fielded promptly on the spot, drastically reducing many calls the individual Villages may encounter.

VIII. Service Quality Assurance

A. Office Procedures

The expertise that we have developed in handling the day to day activities of the community should also be mentioned. We have developed a first rate **live** customer service center staffed by highly trained and motivated professionals to address any of the Municipalities' issues. Each member of the customer service team must complete a rigorous training regime to ensure that our service quality index meets our expectations. We are committed to answering and resolving our customers' requests on the first call. Prairieland staffs its customer service and operations office from 8:00 a.m. to 5:00 p.m. Monday through Thursday, 8:00 a.m. to 4:00 p.m. on Fridays and 8:30 a.m. to 11:30 a.m. of Saturday. Customer service representatives are trained in the following areas:

1. Extra Service Requests
2. Acceptable & Non-acceptable Waste
3. Recycling Program
4. Yard Waste and Food Scrap Rules & Regulations
5. Residential Billing Inquiries

B. Service Issues

- 1. Missed Pick-ups:** All missed pick-ups will be remedied within 24 business hours of notification.

2. Non Payments: Customers will be billed quarterly and will have 30 days to pay, as well as a 15 day grace period, for a total of 45 days from invoice date. If a customer fails to pay by the 45th day they will be put on suspended service. If by the following week they have not paid the invoice their service will be suspended, customers will remain suspended until full payment is received.

4. Improperly Prepared Materials: In the event of materials placed out for pick up that are improperly prepared they shall be tagged, Exhibit D, notifying the problem and not picked up. They will not be picked up till corrected. A fee will be charged if the customer requests us to come back on a day other than their pick-up day.

C. Waste Reports:

Waste reports will be emailed monthly to designate Village officials. Exhibit C.

D. Drivers Day of Service Review

Every morning drivers are required to meet with the Residential Supervisor. Drivers receive instructions on scheduled extra service requests for their route, any equipment changes, and special routing demands.

To ensure the highest level of service throughout the day, drivers must report in via tablet whenever leaving their respective service area. Particular emphasis is places on communications prior to finishing their route at the end of the day. By closely supervising the routes progress near its termination, adjustments can be made readily with adjoining routes to handle any late service requests, or cover routes which may be running late.

IX. Emergency Contingency Plan

A. Public Health and Consortium Requests

The parties agree, Consortium of Lake County Municipalities will continue to receive emergency disaster support from the company. Prairieland has a full fleet of loaders and semi dump trucks for emergency use.

B. Weather Considerations and Contingency Plans

In cases of severe weather, where service becomes problematic due to heavy snows, rains or wind damage, Prairieland has the resources to address and remedy the resulting waste related problems. We are able to draw upon many other collection vehicles to assist the residential units. We routinely make sure auxiliary personnel are available during the winter months, and as a matter of course maintain an adequate amount of spare collection vehicles.

X. Recycling Capabilities

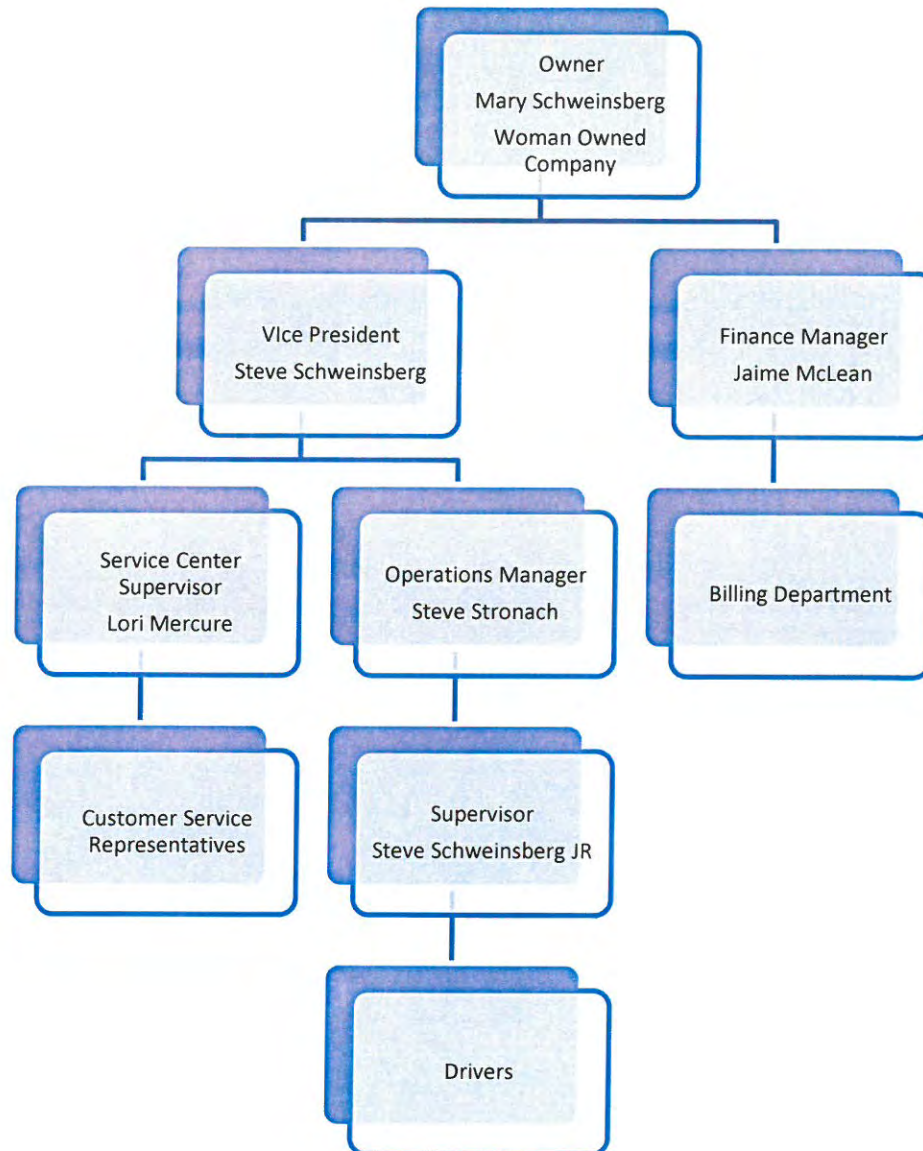
Prairieland will provide the Consortium of Lake County Municipalities with a recycling program that combines both paper and commingled material at the curbside for processing. Per recycle center / state guidelines.

XI. Recycling Material

Prairieland will collect all recycling items based on recycle center, County and/or State guidelines.

All materials may be loose and mixed together in container, flatten all corrugated cardboard and paperwork boxes, cut into section of 2'x2' and be able to be placed in recycle container. Remove any non-paper packing material.

No plastic bags (plastic shopping or trash) will be accepted.



Qualifications of Personnel

Prairieland is equipped with a professional staff and personnel with over 100 years of combined experience in the waste and recycling industry. Prairieland will include a direct contact from the Consortium to General Manager to assure an open communication 7 days a week if necessary.

A list of important personnel as follows will pertain to the Consortium of Lake County Municipalities contract.

- A) Steve Schweinsberg Vice President: Has more than 35 years' experience in waste management. He is currently a member of the McHenry County Recycling Advisory Board and a member of the Lake and McHenry County Recycling Task Force. Steve has experience in pick-up for residential homes, roll-off, industrial and commercial routes, dispatch, and management, creation of routing and creation of new recycling programs (starting in the 80's). Steve also, is a professional mechanic, brake certified, and A/C certified.
- B) Mary Schweinsberg owner: Mary also, is a key component to our business with over 25 years of customer relations, billing, recycling concerns, computer, web maintenance, insurance updating, driver health records and company safety policy's.
- C) Steve Stronach: Steve has over 27 years' experience in the garbage industry as an Operations Manager. Specializing in residential, commercial, roll-off and customer service. Responsible for all vehicles oversight and safety meetings and driver performance daily.
- D) Steven Schweinsberg Jr: Is our residential route supervisor. He is a loyal dedicated employee and has been with us for 10 years and has a degree in mechanics as well.
- E) Jaime McLean: Finance manager she has been with our company for over 15 years and is a dedicated employee she handles billing, accounting and customer relations and is experienced in new contacts and questions pertaining to it.
- F) Lori Mercure: She is responsible for toter distribution and customer information, literature and relations during the transition of the new contract. Commercial distribution.

Contact Information for Person Submitting Bid

Steve Schweinsberg – Vice President
21N988 Pepper Road
Lake Barrington, IL 60010

(847) 381-9300 – Office
(847) 343-8059 – Cell
(847) 382-5244 – Fax
steve@prairielanddisposal.com

Company Information

Prairieland Disposal Inc.
21N988 Pepper Road
Lake Barrington, IL 60010
www.prairielanddisposal.com
(847) 381-9300

Prairieland Disposal Inc.
Wauconda Facility
1350 N. Old Rand Rd.
Wauconda, IL 60084

REQUEST FOR PROPOSAL
FROM CONSORTIUM OF LAKE COUNTY MUNICIPALITIES FOR
JOINT SOLID WASTE COLLECTION SERVICES

VILLAGE OF LAKE ZURICH

VILLAGE OF WAUCONDA

VILLAGE OF DEER PARK

VILLAGE OF ISLAND LAKE

VILLAGE OF TOWER LAKES

PROJECT MILESTONES	
Release RFP	February 7, 2020
Pre-Proposal Meeting (Optional)	March 5, 2020
Deadline for Questions regarding RFP	March 19, 2020
Deadline for Submission of Proposals	May 6, 2020
Evaluation of Proposals Begins	May 6, 2020
Approval by Coalition Corporate Authorities	June – July 2020
5-Year Contract / Service Begins	September 1, 2020

February 2020

**BY THE
VILLAGE OF LAKE ZURICH, VILLAGE OF WAUCONDA, VILLAGE OF DEER PARK,
VILLAGE OF ISLAND LAKE, AND VILLAGE OF TOWER LAKES (CONSORTIUM OF
LAKE COUNTY MUNICIPALITIES)
FOR
JOINT SOLID WASTE COLLECTION SERVICES**

NOTICE IS HEREBY GIVEN that the Village of Lake Zurich, Village of Wauconda, Village of Deer Park, Village of Island Lake, and Village of Tower Lakes (“Consortium of Lake County Municipalities”) will accept proposals for providing all labor, equipment, vehicles, materials and related services necessary for the collection of residential waste, recyclable materials and landscape waste at all single-family dwellings (plus two multi-family residential facilities in Deer Park), and the collection of refuse and recyclable materials from designated municipal collection sites. The proposed term of the agreement will begin on **September 1, 2020** and end on **August 31, 2025**.

Proposals will be accepted until **Wednesday, May 6, 2020 at 10:00 am**, at the Village Hall, Village of Lake Zurich 70 East Main Street, Lake Zurich, IL, 60047.

An optional Pre-Proposal meeting will be held on **Thursday, March 5, 2020 at 10:00 am** at the Lake Zurich Village Hall.

Questions regarding the RFP must be submitted in writing and sent to Kyle Kordell, Assistant to the Lake Zurich Village Manager, by **Thursday, March 19, 2020 at 10:00 am** at the Village of Lake Zurich, 70 East Main Street, 60047, or can be emailed to Kyle.Kordell@LakeZurich.org.

Proposals are to be marked “Solid Waste Collection RFP” and delivered by **Wednesday, May 6, 2020 at 10:00 am** to:

Kyle Kordell
Assistant to the Village Manager
Village of Lake Zurich
70 East Main Street
Lake Zurich, IL 60047

Each individual Board of Trustees of each municipality reserves the right to accept or reject any or all Proposals or any part thereof; waive any minor defects, irregularities or informalities; and to decide not to award any contract; or award a contract deemed to be in the best interests in the Consortium of Lake County Municipalities or each individual municipality.

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ARTICLE I

INTRODUCTION

The Lake County Consortium of Municipalities (the "Consortium") hereby invites firms to submit proposals ("Proposals") in accordance with the requirements of this Request for Proposal ("RFP").

The Consortium is seeking proposals by a single waste hauler (the "Contractor" or "Proposer"). Upon completion of the RFP process, it is the goal of the Consortium to award a five (5) year contract, (with the possibility of extension) to one Contractor for collection, transportation, and disposal of Residential Waste, Recyclable Materials and Landscape Waste from all residential family dwellings in the Consortium group and the Municipal Collection Sites, such as the Village Hall and Public Works Facility, etc. The anticipated start date of the contract is September 1, 2020 with an end date of August 31, 2025. **No collection services for commercial or multi-family properties larger than 4 units are covered by this RFP except for these facilities:**

- **Deer Park Crossing Apartments and Townhomes – 236 units**
- **The Solana of Deer Park – 188 units**

The purpose of this RFP is to receive proposals from qualified entities to provide solid waste collection services that meet the intent and objectives of the Consortium as further stated herein. It is agreed and acknowledged by all municipalities and Contractors that while proposals are being solicited, this Agreement is not required to be, and is not a sealed, competitive bid process.

Proposals shall be submitted no later than **May 6, 2020 at 10:00 am**. The Consortium intends to complete the evaluation and selection process by early summer 2020.

The Consortium (Lake Zurich, Deer Park, Island Lake, Tower Lakes, and Wauconda) has a combined population of 45,797 persons (2010 Census) and an estimated 13,842 dwelling units, which will be included in the residential hauling franchise. In 2018, the Consortium reported the following combined collection data tonnage: 13,576 tons landfilled, 4,870 tons recycled, and 2,677 tons composted.

The Consortium desires to obtain cost proposals in the form of **Appendix A** hereto ("Cost Proposal"), proposing monthly fees for various levels of service which are described in this RFP. Under this Draft Agreement, the Consortium would designate a single waste hauler as the exclusive entity in the Consortium to provide the services described therein. The Consortium desires to obtain monthly fees for its residents with a no change-in-law provision proposed, including no fuel surcharges, administrative fees, environmental fees, recycling contamination fees or other costs that could potentially alter costs for Customers. The services for which the Consortium seeks cost proposals generally are:

- (1) Once-per-week limited curbside service for collection, transportation and disposal of Residential Waste. Limited service means the collection of Residential Waste from either a 35-gallon or 65-gallon cart, to be furnished by the Contractor. Any Customer shall be able to choose a 35-gallon or 65-gallon cart option.
- (2) Once-per-week unlimited curbside service for collection, transportation and disposal of Residential Waste. Unlimited service means the collection of Residential Waste from a 95-gallon wheeled cart, to be furnished by the Contractor, with no stickers required for bags exceeding cart capacity. Any Customer shall be able to choose the 95-gallon cart option.

(3) At the same time as collection of Residential Waste, the Proposer shall collect Bulk Items. One bulk item per week, not including white goods. A separate quote for white goods collection is requested in the Cost Proposal in **Appendix A**.

(4) Once-per-week curbside, unlimited collection, of Recyclable Materials to be taken to a Designated Facility. The Contractor will furnish each Customer a 95-gallon wheeled cart for Recyclable Materials. Once a year, beginning in 2021 and during the entire month of August, Customers will be allowed to upgrade their cart, at no charge, from a smaller-sized cart to a 95-gallon Large Wheeled Cart one time during the term of the contract

(5) Once-per-week (from April 1 through mid-December) curb-side unlimited collection, transportation and disposal of Landscape Waste for Customers, using metal or plastic containers or biodegradable paper "kraft"-type bags, each container or bag not to exceed a capacity of 32 gallons. No stickers will be required for landscape / yard-waste collection. **Christmas tree collection is also required as part of the Landscape Waste collection each year for the first two weeks of January. No additional cost for Christmas tree collection.**

(6) The Contractor shall provide a quote for curbside or at your door collection of electronic devices (as defined by the IL Consumer Electronics Recycling Act) on at least a once a month basis for the term of the Agreement.

(7) Customers that are age 65 and older shall receive a 10% discount on the monthly cost for collection service of Residential Waste and Recyclable Materials for all cart sizes.

(8) Private Services (primarily for large amounts of Residential Waste that exceed one cubic yard) to be provided upon Customers' request at the rates set forth in the Cost Proposal in **Appendix A**.

(9) The Contractor shall bill Customers on behalf of the Consortium for services provided to Customers under this RFP. The Contractor will be solely responsible for all billing and collection of all rates and charges. The Contractor shall bill all customers directly. The Consortium shall have no responsibility for the billing of any account. The Contractor shall bill residents on a quarterly basis in advance of service. Residents will be notified of past-due balances after 30 days, with expected service shutoff after 60 days of non-payment. Contractor will offer residents online bill pay, auto pay and check-by-phone payment programs at no charge.

(10) Customers, at their option, may lease additional carts for Residential Waste and Recyclable Materials at rates set forth in **Appendix A**, and may change service options once during the first 90 days of this Agreement without cost. Additional elections to change service options shall be billed as set forth in the Cost Proposal.

(11) The Consortium is receptive to negotiating a change in traditional collection days to assist with implementation of a new joint hauling contract.

The Consortium seeks a Contractor who can provide these services and the other services described in this RFP at a reasonable cost; in a clean, courteous and well-executed manner; with uninterrupted and continuous service; and efficiently executed.

After this evaluation process and following negotiations with one or more of the Proposers, the Consortium anticipates that it will select one Proposer to provide the services for the Consortium.

ARTICLE II DESCRIPTION OF SERVICES

Section 2.1 Defined Terms. Whenever used in this RFP, the following capitalized terms shall have the following meanings unless a different meaning is required by the context:

“Agency” means the Solid Waste Agency of Lake County, known as SWALCO.

“Agreement” means the Residential Solid Waste & Recycling Services Agreement as finally executed by the Contractor and the Consortium upon the selection of the successful Proposer pursuant to this RFP.

“Bulk Items” means household items of such size as to render them unsuitable for deposit in a refuse container but which one person can lift into a refuse truck, such as furniture, storm doors and windows, metal and lumber products and machine parts.

“Consortium” means the municipalities participating in this joint RFP, including the Village of Lake Zurich, the Village of Wauconda, the Village of Deer Park, the Village of Island Lake, and the Village of Tower Lakes.

"Customer" means the owner or occupant of a single-family dwelling, townhome, and multi-family dwellings of 4 or less units to whom the Contractor furnishes services pursuant to the Agreement. Plus the two multi-family residential facilities specified for Deer Park.

"Designated Recycling Facility" means a materials recovery facility designated by the Consortium as a facility to which Recyclable Materials are transported for processing.

"Food Scraps" mean garbage that is capable of being composted and as further defined in 415 ILCS 5/3.197.

"Household Chemical Waste" is defined by federal and state agencies as being hazardous waste. Included, but not limited to, aerosol paints and pesticides, antifreeze, cleaning products, compact fluorescent light bulbs, drain cleaners, fungicides, furniture strippers, gasoline, inflammable liquids, insecticides, lawn chemicals, mercury, metal polishes, oils, oil-based paints, old medications, paint remover, pool chemicals, solvents, weed killers and radioactive materials.

"Landscape Waste" means all accumulations of grass or shrubbery cuttings, leaves, tree limbs, aquatic weeds, and other material accumulated as the result of the care of lawns, shrubbery, vines and trees, and as otherwise described at 415 ILCS 5/3.270.

"Municipal Collection Sites" means those public areas owned or maintained by the Consortium from which the Contractor is required to collect refuse and waste.

"Private Service" means the collection of certain refuse and waste by the Contractor from Customers, as further described herein pursuant to separate agreements or arrangements between a Customer and the Contractor.

"Recyclable Materials" means aluminum cans, tin, steel and bi-metal cans; clear, green and brown glass bottles and jars; newspapers, magazines, and mixed papers (junk mail, chipboard, white and colored paper, brown kraft paper bags); corrugated cardboard, #1 PETE plastic

containers and #2 HPDE plastic containers, #3 - #5 plastic containers, and any other material or materials which the Consortium may identify as a "Recyclable Material" after the execution of the Agreement.

"Residential Waste" means garbage, refuse, industrial, lunchroom or other waste, and other material described at 415 ILCS 5/3.290 resulting from operation of single family residential properties and from community activities; provided, however, that "Residential Waste" shall not include Recyclable Materials or Landscape Waste.

"Senior Citizen" means the existing account holder of current contracted hauling services of a person 65 years or older.

"State" means the State of Illinois.

"Street-side" means within four (4) feet of the curb or edge of street pavement in front of a Customer's property.

"Wheeled Cart" means a two-wheel durable, plastic, lidded container suitable for curbside automated waste and recycling collection by private waste haulers. A Large Wheeled Cart shall have a capacity of approximately 95 gallons, a Medium Wheeled Cart shall have a capacity of approximately 65 gallons, and a Small Wheeled Cart shall have a capacity of approximately 35 gallons.

In reading this RFP, feminine or neutral pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural, in any place in which the context so requires.

Section 2.2

Scope of Services

The Consortium is seeking proposals which include the services set forth below.

(A) RESIDENTIAL WASTE COLLECTION

The Contractor shall collect, transport, and dispose of Residential Waste in accordance with the following:

a) Customer Selection of Service. Once-per-week subscription service which provides for collection by the Contractor of Residential Waste from one of the three options: 1) a Large Wheeled Cart (95 gallon), 2) a Medium Wheeled Cart (65 gallon) or 3) a Small Wheeled Cart (35 gallon).

Each Customer shall notify the Contractor in writing of the specific type of collection service selected and shall have the right to change service levels once, at no charge, within the first 90 days of the term of this Agreement. If service is changed after the first 90 days, there may be a change of service fee as quoted in the Cost Proposal. The Contractor shall provide Unlimited Service with a Large Wheeled Cart, at curbside, to any Customer that has not specifically selected a type of service.

b) Location of Service. For each type of service for collection of Residential Waste, each Customer shall place the Residential Waste at street-side in front of the Customer's property.

c) Time of Collection. Customers are required to place containers at Street-side by 6:00 a.m. on the designated day for collection. All Residential Waste shall be collected from each Customer by 7:00 p.m. on the designated day of collection, except as otherwise agreed between the Consortium and the Contractor.

d) Containers. All Wheeled Carts shall be of the same style, color, and configuration, to insure uniformity of appearance. All Wheeled Carts furnished by the Contractor shall be owned and maintained by the Contractor.

e) Bulk Item Service. Bulk item pick-up at Street-side shall be included as part of Residential Waste collection. Such pick-up shall be made one (1) time each week and shall be on the same day as the Residential Waste pick-up and shall include one Bulk Item per pick-up.

(B) LANDSCAPE WASTE / YARD WASTE COLLECTION

The Contractor shall collect, transport, and dispose of Landscape Waste / Yard Waste / Food Scraps from April 1 through mid-December of each year, in accordance with the following:

a) Customer Selection of Landscape Waste Service. Each Customer shall receive Landscape Waste collection service from the Contractor for a flat monthly rate that covers metal or plastic containers or biodegradable paper "kraft"-type bags, each container or bag not to exceed a capacity of 32 gallons. No stickers will be required for landscape / yard-waste collection.

b) Food Scrap Collection. Separate rates are requested in the Cost Proposal in **Appendix A** for allowing the commingling of food scraps with landscape waste.

c) Containers. The Contractor shall have no obligation to collect any Landscape Waste unless such Waste is either:

- (i) Placed in biodegradable paper "kraft"-type bags of a capacity not to exceed 32 gallons;
- (ii) Placed in metal or plastic cans of a capacity not to exceed 32 gallons; or
- (iii) If the Landscape Waste cannot reasonably be placed in bags or cans, securely tied with biodegradable string or twine, in bundles not to exceed four feet in length and 24 inches in diameter.

d) Christmas Trees. For all residential Customers, the Contractor shall collect, transport, and dispose of any Christmas tree left curbside by any Customer in the first two weeks of January each year, at no additional cost to the Customer.

e) Location of Collection. The Contractor shall collect all Landscape Waste that is placed by each Customer at street-side in front of the Customer's property.

f) Time of Collection. Customers are required to place Landscape Waste containers at street-side by 6:00 a.m. on the designated day for collection. All Landscape Waste shall be collected from each Customer by 7:00 p.m. on each designated day of collection, except as otherwise agreed between the Consortium and the Contractor, between April 1 and mid-December of each calendar year. The Contractor shall collect Landscape Waste on the same day as the Contractor collects Residential Waste from the Customer.

(C) RECYCLABLE MATERIALS

The Contractor shall collect, transport, and manage Recyclable Materials in accordance with the following:

a) Location of Collection from Customers. Each Customer shall have the option to place Recyclable Materials designated for collection at street-side in front of the Customer's property.

b) Time of Collection from Customers. The Contractor shall collect Recyclable Materials from each Customer at least once per week, on the same day as the Contractor collects Residential Waste from the Customer.

c) Containers. The Recyclables Material cart shall have a different color lid than the Residential Waste Wheeled Cart, shall have a recycling sticker or permanent stamp on the cart lid showing what items are accepted in the recycling program, and shall be approved by the Consortium prior to being ordered and used in the Consortium.

(D) PRIVATE SERVICES

a) In addition to the Residential Services provided by the Contractor on behalf of the Consortium, the Contractor shall also make available, to all Customers, Private Service for all types of solid waste not otherwise covered by this Agreement, including, but not limited to: white goods/appliances; auto parts; large amounts of building materials (including lumber, structural steel, concrete, bricks and stones); heavy appliances; pianos; and such other bulky items that require more than one person to handle.

b) For Private Services, the Contractor agrees to have available tractor loaders, trailers, and other necessary equipment. Upon the request of a Customer, the Contractor shall furnish an estimate for the cost of removal of any materials in connection with Private Services to be provided by the Contractor and shall provide the Private Services within one week of providing the cost estimate to the Customer.

c) The Contractor shall prepare, and submit to the Consortium, a schedule of costs for all Private Services to be provided to Customers in the Cost Proposal in **Appendix A**.

d) Any white goods (as defined by section 22.28 of the Illinois Environmental Protection Act) collected relating to the provision of Private Services shall be recycled for the scrap metal content of the good, or otherwise recycled in such a manner as technology shall allow.

e) The Contractor, if requested by the Consortium or by a participating individual municipality of the Consortium, shall provide a special emergency collection from a single-family residence, in circumstances requiring prompt disposition of Residential Waste and where a delay in pick-up until the next regularly scheduled Residential Waste collection day would or might be injurious or detrimental to the health or welfare of the community. Any such special emergency service shall be completed at the direction of the Consortium or by a participating individual municipality of the Consortium. This provision does not and is not intended to provide free waste hauling service to the Consortium and its residents in the event of a natural disaster, such as tornado, wind storm, flooding or another similar occurrence. The Contractor shall be paid on a per ton basis for emergency pick-up, at rates agreed upon with the Consortium.

(E) **DISPOSAL**

- a) Residential Waste.
 - i) Residential Waste shall be removed from each participating individual municipality of the Consortium at the close of each day of collection and shall be disposed of at one or more SWALCO-designated lawfully operated pollution control facilities at the Contractor's sole cost and expense. The SWALCO-designated facilities in operation at the time of execution of this Contract are the Countryside Landfill in Grayslake, the Zion Landfill in Zion, the Pheasant Run Landfill in Kenosha County, Wisconsin, the Livingston Landfill in Livingston County, Illinois, the Lee County Landfill in Lee County, IL, and the Newton County Landfill in Newton County, Indiana.
 - ii) Notwithstanding the foregoing, the Consortium reserves the right to direct the location of disposal to another pollution control facility.
- b) Landscape Waste and Food Scrapes.
 - i) All Landscape Waste and Food Scraps shall be disposed of in a lawful manner at properly permitted landscape waste composting facility or facilities.
 - ii) Not less than 60 days prior to the date on which the Contractor commences disposal of Landscape Waste and Food Scraps at a location, the Contractor shall notify the Consortium in writing of the designation of such location.
- c) Recyclable Materials.
 - i) All Recyclable Materials shall be collected, separated and otherwise treated in a lawful manner to facilitate the sale of Recyclable Materials to end-use markets or to Recyclable Material brokers. All collected Recyclable Materials shall be recycled regardless of the income received or the cost to the Contractor resulting from the sale of the Recyclable Materials.
 - ii) No Recyclable Materials may be deposited in a landfill or waste incinerator unless approved in advance and in writing by the Consortium. The Contractor shall abide by the Rules and Regulations set forth by the Designated Facility. The Consortium may terminate this Agreement if the Contractor fails to abide by the Rules and Regulations set forth by the Designated Facility used for the processing of collected Recyclable Materials.

(F) **EQUIPMENT**

The Contractor agrees to collect Residential Waste and Recyclable Materials in fully enclosed leak-proof modern packer-type trucks. Equipment used for special pick-up service may be open body trucks, dump trucks, and similar type equipment. When open body trucks are used, the Contractor will use care to see that no litter or scattering of waste material occurs by providing a suitable covering.

(G) MUNICIPAL REFUSE COLLECTION / SPECIAL EVENTS

Contractor shall also furnish at each municipal facility listed in **Appendix E**, at no cost to the Consortium, containers for refuse and recyclables in the sizes requested by the Consortium.. If requested by the Consortium, any and all containers furnished by the Contractor shall be equipped with non-removable hinged covers or lids. The Contractor shall be responsible for supplying all associated equipment along with carts, containers, and/or dumpsters.

The Contractor agrees to provide the Consortium with containers, at no additional charge, as requested by the Consortium for refuse and recycling collection during the Consortium municipalities following special events:

- Independence Day – July 4th each year (Lake Zurich)
- Rock the Block – mid-September each year (Lake Zurich)
- Fire Department Open House – October each year (Lake Zurich)

- Easter Egg Hunt – early April each year (Deer Park)
- Biking Event - early May each year (Deer Park)
- Village Office Open House – July each year (Deer Park)
- National Night Out – early August each year (Deer Park)
- Pumpkin Festival – mid October each year (Deer Park)

- Independence Day – July 4th each year (Island Lake)
- Carnival – mid-July each year (Island Lake)
- Lions Cornfest – mid-August each year (Island Lake)
- Oktoberfest – early October each year (Island Lake)
- Concerts in the Park – one evening in June and one evening in August (Island Lake)

- Street Dance Festival – September each year (Wauconda)

- Independence Day – July 4th each year (Tower Lakes)
- Music in the Park – September each year (Tower Lakes)
- Halloween Party – October each year (Tower Lakes)
- Spring Cleanup - April / May each year (Tower Lakes)
- Fall Cleanup – October each year (Tower Lakes)
- Family Campout – June or September each year (Tower Lakes)
- Family Movie Night - June or September each year (Tower Lakes)

Contractor shall provide such containers at least one day prior to the scheduled event and shall empty and remove the containers within 24 hours, or by the next business day morning after the event. The Consortium municipality will notify the Contractor at least 48 hours in advance of actual delivery.

(H) EMERGENCIES

In event of a disaster (man-made or natural), the Contractor will provide sufficient additional collection services, without regard to volume, with respect to materials damaged by the disaster, which would under normal circumstances be allowable solid waste for pick up. Such materials will be placed for pick up by the Customers at the curb.

Disaster/emergency services shall be provided on a per ton basis, using a billing method approved by the Consortium Administrator, and include all labor, equipment and materials needed to perform the work to the satisfaction of the Consortium.

(I) FRANCHISE FEE

The annual franchise fee for this agreement shall be \$22,000 to cover the entire Consortium of all five municipalities. The franchise fee shall be submitted directly to each municipal member of the Consortium that is due by August 31 each year as follows:

- Lake Zurich \$9,000
- Wauconda \$7,000
- Deer Park \$1,400
- Island Lake \$4,000
- Tower Lakes \$600

**ARTICLE III
INSTRUCTION TO PROPOSERS**

Section 3.1 **Introduction.**

The Consortium desires to select the successful Proposer who, in the Consortium's opinion, will best be able to provide the Services described in Article II of this RFP. The Consortium will evaluate each Proposal using the Evaluation Criteria and will make its final decision based on which Proposer or Proposers, on balance, fulfills the Evaluation Criteria in a way that is in the best interest of the Consortium.

Section 3.2 **Optional Pre-Proposal Conference.**

The Consortium will conduct an optional pre-proposal conference on **March 5, 2020**, at Village Hall, Village of Lake Zurich, 70 East Main Street, Lake Zurich, IL, to answer questions and explain intentions of this RFP. Nothing stated at the pre-proposal conference shall change any such document unless an Addendum is issued therefore pursuant this RFP.

Proposers are encouraged to submit any questions in writing to the Consortium sufficiently in advance of the scheduled pre-proposal conference to ensure that all questions can be responded to at the pre-proposal conference. Attendance at the pre-proposal conference is optional.

Section 3.3 **Addenda and Interpretation.**

3.3.1 Addenda. No interpretation of the RFP or Contract Documents will be made except by a written Addendum issued by the Consortium. No interpretation not contained in an Addendum shall be valid or have any force or affect whatever. All Addenda issued prior to the opening of Proposals shall become a part of the Proposal or Contract Documents.

3.3.2 Informal Responses. The Consortium will not give oral answers to any inquiries regarding the meaning of the RFP or Contract Documents or oral instructions prior to the award

of the Contract. Any such oral answer or instruction shall not be binding, shall be deemed to be unauthorized and given informally for the convenience of prospective Proposers, shall not be guaranteed, and shall not be relied upon by any prospective Proposer. By submitting a Proposal, each Proposer shall be deemed to have agreed that such information has not been used as a basis of its Proposal and that the giving of any such information does not entitle such Proposer to assert any claim or demand against the Consortium or its respective officers, employees, agents, or attorneys on account thereof.

3.3.3 Inquiries. All Addenda issued prior to the opening of Proposals shall become part of this RFP or the Agreement. Each prospective Contractor shall be responsible for inquiring from time to time as to the availability of Addenda. The Consortium shall use its best efforts to issue Addenda in response to all valid, appropriate, and timely inquiries, but accepts no responsibility for doing so. The failure of any Proposer to receive any such addendum or interpretation shall not relieve such Proposer from any obligation under its Proposal as submitted. All inquiries shall be made in written form, addressed to the person identified in Article VI, and submitted by **no later than March 19, 2020 at 10:00 am**. Inquiries not answered by Addenda shall be considered invalid, inappropriate, or untimely inquiries.

Section 3.4 Submittal of Proposals.

In submitting a Proposal, each Proposer states and agrees that the Proposal is submitted in strict accordance and compliance with the requirements, scope and intent set forth in this RFP. Where Proposals are signed by an agent of the Proposer, evidence of his or her authority to act as such agent shall accompany the Proposal.

Section 3.5 Modification and Withdrawal Prior to Opening.

Written modifications or requests for withdrawal of Proposals must be in writing and sent by mail, facsimile or email, directed to the person identified in Article VI. However, any such requests must be received prior to the time fixed for the Proposal opening; and provided that written confirmation of any facsimile or email withdrawal over the signature of an authorized representative of the Proposer is placed in the mail and postmarked prior to the time set for Proposal opening. All modifications, corrections or requests for withdrawal must be clearly identified as such. No verbal requests will be accepted. The withdrawal of a Proposal prior to the time set for Proposal opening shall not prejudice the right of a Proposer to timely file a new Proposal.

Section 3.6 Evaluation and Selection Process.

An Evaluation Committee, comprised of Consortium staff and consultants and any persons selected by the Consortium, will review Proposals in accordance with the Evaluation Criteria. The Evaluation Committee will evaluate the Proposals and report to the Consortium. As part of its review, the Evaluation Committee may request that one more of the Proposers answer written questions or attend interviews to be conducted by the Evaluation Committee.

It is expected that the Evaluation Committee will then identify one or more Proposers with which to conduct negotiations and discussions regarding their Proposals to identify the Proposer that best meets the objectives of the Consortium and is most advantageous to the Consortium. Presentations or negotiations, if conducted, will occur only after the due date for the Proposals. During this evaluation and negotiation period, Proposers so identified may be asked to submit new or revised cost proposals and

make presentations. (Any such revised cost proposal shall be no less favorable to the Consortium than those cost proposals initially submitted to the Consortium.)

However, Proposers are asked to submit their best offer regarding pricing in their initial Proposal. The Consortium prefers to award a contract based on the initial proposal submission. It should not be assumed that there will be a subsequent opportunity during which price proposals can be modified. At the sole option of the Consortium and for the purpose of obtaining the best and final offers, negotiations may be conducted with either the Proposer with the highest ranked proposal; or with Proposers who have submitted Proposals that are within the established competitive range; or with all Proposers. Upon completion of negotiations, if any, the Consortium may, at its discretion, call for "best and final offers".

In addition to the requirements of this RFP, each Proposer will provide, upon written request from the Consortium, such additional information as may be required by the Consortium to establish, verify and confirm the Proposer's competence and ability to perform the Services.

During the evaluation and negotiation period and prior to the execution of written agreements between the Consortium and the successful Proposer, each Proposer shall keep its Proposal in effect. At the completion of this negotiation process, the Evaluation Committee will recommend the selection of a successful Proposer.

Section 3.7 Rejection of Proposals; Waiver of Irregularities.

The Consortium reserves the right to reject any or all Proposals, or any part thereof, in its discretion, for any reason.

No Proposer or any third party shall be entitled to any written justification or administrative appeal of the Consortium's selection process.

The Consortium reserves the right, in its sole discretion, to waive any and all informalities or failure to comply with the requirements of the RFP when it may deem such waiver to be in the best interest of the Consortium.

Section 3.8 Ownership of Proposals.

The Consortium will retain full title and ownership of all submitted materials. Proposals will not be returned to Proposers.

Each Proposer, by submitting its Proposal, acknowledges and consents to the use by the Consortium of information submitted in the Proposal. The Proposer further agrees that the Consortium shall have the right to incorporate any aspect of its Proposal into the Agreement irrespective of the identity of the successful Proposer with whom the Consortium enters into the Agreement.

Section 3.9 Costs.

All costs that each Proposer incurs in preparing and submitting its Proposal are the sole responsibility of the Proposer and will in no event be paid or reimbursed by the Consortium.

Section 3.10 Proposal Security.

If selected as a successful Proposer, each Proposer acknowledges and agrees that it shall provide the performance bond, as described in the Submittal Requirements, to guarantee that it will perform the services described in this RFP.

Section 3.11 Compliance with Laws.

The successful Proposer shall be required and shall agree to comply with all laws, statutes, ordinances and regulations of any governmental body, including, but not limited to the Consortium and federal and state and local governments, that are applicable to or in any manner may affect the services performed under the Agreement, including nondiscrimination and equal employment opportunity requirements.

Section 3.12 Insurance.

The successful Proposer shall be required to maintain, at a minimum, the insurance coverage set forth in **Appendix D** to this RFP. Each Proposal shall be accompanied by written evidence of such Proposer's ability to procure all the insurance in the amounts, coverages, scope and form specified therein. Each policy shall be in a form and from a company acceptable to the Consortium and shall name the Consortium as an Additional Insured on a primary and non-contributory basis. An original insured endorsement should be provided to the Consortium. Such insurance shall provide that no change or modification in or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall be given by the insurance company to the Consortium.

Section 3.13 Taxes.

The Consortium is exempt from state and local sales, use and excise taxes. A letter of exemption will be provided to the selected Proposer, if necessary. The Consortium will not reimburse, nor assist the selected Contractor in obtaining reimbursement, for any state or local sales, use, or excise taxes paid. The selected Contractor shall be required to reimburse the Consortium for any such taxes paid. All prices stated in Proposals shall include any other applicable taxes.

Section 3.14 Permits.

All Proposals shall include the cost of obtaining all permits, licenses, and other authorizations required by law for performance of the Work. It shall be the sole responsibility of each prospective Contractor to determine the applicable licenses, permits, and other authorizations.

Section 3.15 Notice of Award.

If the Contract is awarded by the Consortium, such award shall be effective when a notice of award has been delivered to the successful Contractor ("Effective Date of Award"). The Consortium will prepare copies of the Agreement based upon the successful Contractor's Proposal and will submit them to the successful Contractor with the notice of award.

Section 3.16 Execution of Agreement.

3.16.1 Closing Date. Unless otherwise stated in the notice of award, the successful Contractor shall satisfactorily complete all "Conditions Precedent to Closing" (as described herein) before, and the

Agreement and all related documents shall be executed, submitted and exchanged by the Consortium and the successful Contractor ("Closing") on, the fifteenth day following the Effective Date of Award or within such extended period as the Consortium may, in the exercise of its sole discretion, authorize in writing after issuance of the notice of award ("Closing Date").

3.16.2 Conditions Precedent to Closing. On or before the Closing Date, the Successful Contractor shall: (1) sign, date as of the Closing Date, and submit to the Consortium all five copies of the Agreement and all other required documentation related thereto on or before the Closing Date; and (2) submit five executed copies of the required Performance Security dated as of the Closing Date and all required certificates and policies of insurance ("Conditions Precedent to Closing"). Failure to execute or submit any of the aforesaid documents in a timely fashion shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 5 of this RFP. If the submitted documents fail to comply with this RFP or the Agreement is not executed and submitted in a timely fashion, the Consortium may, in its sole discretion, annul the award or allow the successful Contractor an opportunity to correct the deficiencies. In no event will the Consortium execute the Agreement until all such deficiencies have been cured or the Consortium has received adequate assurances, as determined by the Consortium, of complete and prompt performance.

3.16.3 Closing. At the Closing, and provided that all documents required to be submitted prior to or at the Closing have been reviewed and determined by the Consortium to be in compliance with this RFP and the Agreement, or assurances of complete and prompt performance satisfactory to the Consortium have been received, the Consortium shall execute all copies of the Agreement, retain three copies of the completed Agreement, and tender two copies to the successful Contractor at the Closing. The successful Contractor shall tender one copy to its Surety Company or companies. The successful Contractor or its agent shall be present at the Closing.

Section 3.17

Failure to Close.

3.17.1 Annulment of Award; Liquidated Damages. The failure or refusal of a Successful Contractor to comply with the Conditions Precedent to Closing or to otherwise fail or refuse to close shall be just cause for the annulment of the award and the imposition of liquidated damages or the exercise of equitable remedies, both as more specifically set forth in Section 5 of this RFP.

3.17.2 Subsequent Awards. Upon annulment of an award, the Consortium may accept, and award a new Agreement based on any other Proposal as the Consortium, in its sole judgment, deems to be the best. Alternatively, the Consortium may also invite new Proposals or may abandon the bidding process or the services.

ARTICLE IV **EVALUATION CRITERIA**

Section 4.1

Introduction.

Proposals received in response to this RFP will be evaluated by the Consortium for completeness and responsiveness based on the expertise, experience, technical and financial qualifications of the Proposer and the evaluation criteria established by this RFP. Where used below: (i) the term "quality" shall refer to the degree of excellence, thoroughness and credibility of the Proposer or the Proposal; and (ii) the term "reasonableness" shall refer to the extent to which a Proposal represents proposed staffing, pricing, equipment and an operational approach that are sensible and feasible and are within the capability of the Proposer.

Section 4.2

Quality of Proposer.

1. The professional qualifications and experience of the Proposer on similar contracts.
2. Evidence of strengths and experience of the committed personnel.
3. The specialized experience of the committed personnel.
4. The past performance of the Proposer on other similar contracts in terms of quality of services performed.
5. Financial capability of the Proposer.

Section 4.3

Adherence to the Requirements of this RFP.

1. Verification that the Proposer can provide the services described in this RFP for five years.
2. Compliance with all applicable local, state and federal laws.
3. Must disclose litigation, fines or other disputes involving the Proposer or any subcontractor with the Proposer intends to use.

Section 4.4

Quality and Reasonableness of Proposal.

1. Organizational plan and chart describing the organizational structure, staffing lines of authority and communications.
2. Adequacy and comprehensiveness of proposed insurance and bonding program.
3. Operational approach.
4. Quality control plan.
5. Quality of description of monthly operating reports included, but no limited to, complaint information and resolution and tonnages collected by type.
6. References.

ARTICLE V
SUBMITTAL REQUIREMENTS

Section 5.1

Format.

A total of six copies of the Proposal shall be submitted, consisting of five (5) bound printed copies (each such Proposal to be bound in a single volume), one (1) unbound printed copy (such Proposal to be loose-leaf pages in a single volume, held together with a clip). Each printed proposal shall be prepared on standard 8.5 x 11 letter size paper, with material separated by labeled tabs. Each Proposer may submit brochures or other information further describing the services proposed and/or pertaining to the qualifications of the Proposer. Any such information submitted must be included within the one volume. All Proposals shall be submitted with the following information on the outside: name of

Proposer, contact person, address, telephone number, and marked as a "Solid Waste Collection Services RFP".

Proposers are advised to adhere to the Submittal Requirements. Proposals may be modified, corrected or withdrawn at set forth in this RFP. Failure to comply with the instructions of this RFP may be cause for rejection of the Proposal. The Consortium reserves the right to accept any Proposals and/or any part of parts thereof and/or to reject any or all Proposals.

If a Proposer chooses to include material of a confidential nature in its Proposal, such material must be identified proprietary or confidential, and the Consortium will keep such information confidential to the extent permitted by law, unless such disclosure will not cause competitive harm, or such information was known to the Consortium prior to its submission, or such information was properly obtained independently by the Consortium, or the Proposer consents to such disclosure. Notwithstanding the foregoing, the Consortium is subject to comply with any legal or statutory requirement or court order, including, but not limited to, the Illinois Freedom of Information, and therefore shall disclose such confidential or proprietary information whenever the Consortium determines in good faith that it is required to do so. By submission of a Proposal, Proposer expressly waives any claim for damages or other relief arising out of any disclosure by the Consortium. No Proposals or materials will be returned.

Section 5.2

Contents.

A list of the submittal requirements follows. This list should be used only as a guide and does not necessarily represent each submittal requirement for a complete Proposal. At various points throughout this RFP, there are directions for submitting certain types of information or documentation. The detailed requirements for each submittal requirement can be found in the respective sections of this RFP. If a Proposer cannot meet each submission requirement, the Proposer should offer its reasons for the omission and such pertinent information as would enable the Consortium to judge the merits of the Proposal in relation to the other Proposals.

Each Proposal should include the following items:

5.2.1 Cover Letter. Proposals shall be accompanied by a cover letter identifying the complete name of the entity submitting the Proposal, the contact information of the individuals who would meet with the Consortium if requested; and the signature and title of the individual duly authorized to submit the Proposal.

5.2.2 Executive Summary. The executive summary of introduction shall include a statement of the Proposer's understanding of the Services to be performed.

5.2.3 Litigation. A discussion of: (i) potential enforcement actions or pending litigation against the Proposer (or against any subsidiary or parent of the Proposer or any subcontractor which the Proposer intends to provide a portion of the Services) with a potential total judgment in excess of \$100,000; and (ii) judgments, fines, sanctions and settlements entered in the last year in excess of \$25,000 against the Proposer (or against any subsidiary or parent of the Proposer or any subcontractor which the Proposer intends to use to provide a portion of the Services) or against any facilities owned or operated by the Proposer.

5.2.4 Operational Approach. This section will include a statement of the Proposer's understanding of all requirements for the Services. This section must be specific, detailed and complete. It should clearly and fully demonstrate that the Proposer understands the requirements and the operational problems inherent in the provision of the Services. The Proposer should also

present valid and practical solutions for those problems. In addition, samples of complaint and waste volumes report must be included. The Proposer shall identify all subcontractors with which it intends to enter into subcontracts for the performance of a portion of the Services.

5.2.5 Organizational Plan and Chart. This section will include a description of the organizational and management structure that will be utilized to perform the Services. At minimum, this section will include a chart identifying the job categories or personnel committed and will specifically identify the assignment of the key personnel. The Proposer should demonstrate that the proposed manpower level on which it has based its Cost Proposal set forth in **Appendix A** is sufficient and can be reasonably expected to meet or exceed the requirements needed to perform the services described in this RFP.

5.2.6 Qualifications of Personnel. This section should specify those executives, supervisors and other personnel considered key to the successful performance of the Services. This will include a discussion of everyone's qualifications, training, education, experience with similar projects and the position of these individuals in the Proposer's overall organization. Resumes should be included for key personnel, describing their education, background, relevant experience, certifications and accomplishments.

5.2.7 Cost Proposal. The Contractor's Cost Proposal shall be submitted by completing all blanks in **Appendix A**, including the Sworn Statement attached thereto. **The Contractor's cost proposal shall not include any additional fees related to fuel surcharges, administrative fees, environmental fees or recycling contamination fees. The Contractor shall only be able to charge those costs shown on the Cost Proposal.**

5.2.8 Alternative Proposals. The Consortium will review any alternative proposal submitted by a Proposer regarding the Services to be provided pursuant to this RFP. The Consortium encourages the submission of alternative proposals which reflect creative and innovative pricing arrangements and/or operational approaches. All alternative proposals must: a.) demonstrate the commitment of Proposer to provide the services required herein to the Consortium for five years; and b.) maintain the flexibility of the Consortium to obtain the range of service options and alternatives described in the Cost Proposal. In addition:

- Any alternate proposal must be in accordance with all laws, rules, regulations and permits applicable to the Consortium.
- All Submittal Requirements outlined in this Article V must be strictly adhered to.

5.2.9 References. Submit at least three (3) governmental or large commercial references, which are in the Chicago region and are service level relevant, including name, address and telephone number of a contact person at the municipality or business responsible for monitoring the contract and a brief description of the services performed thereunder.

5.2.10 Financial Capability. This section shall include the Proposer's financial statements for the three (3) most recent fiscal years and written references from banking institutions and accounting firms representing or doing business with the Proposer.

5.2.11 Assumptions, Deviations and Exceptions. The Proposer should minimize exceptions to the requirements of this RFP. If exceptions or deviations from this RFP are evident, describe such exceptions or deviations and provide a rationale for them. In no event shall such Proposer's

assumptions, deviations or exceptions involve the modification of any permits or approvals obtained by the Consortium. Failure to provide some or all the information requested may be deemed, in the discretion of the Consortium, to be cause for disqualification of a Proposer.

5.2.12 Insurance. Each Proposer must provide appropriate submissions to demonstrate that its proposed insurance program for the Services to be performed will satisfy the requirements set forth in **Appendix D**. Such evidence may include a letter from an insurance carrier or its agent, acceptable to the Consortium, certifying that said insurer has read the requirements set forth in **Appendix D** and will furnish endorsements or the required certificates of insurance upon award of the contract.

5.2.13 Holiday Schedule. Each proposer will submit its recognized annual holiday schedule that will have an impact on collection days and how those collection days will be delayed due to the holiday.

5.2.14 Performance Bond. At or prior to commencing service under the Agreement, the successful Proposer will be required to furnish an original performance bond (not a copy of facsimile), substantially in the form set forth as **Appendix C**, in the amount of Four Hundred Thousand Dollars (\$400,000) as security for the faithful performance of the specified services. The terms and conditions of the required performance bond shall be set forth in the Agreement. Premiums for the performance bond shall be paid by the successful Proposer. A certificate from the surety stating the premiums have been paid in full shall accompany the delivery of the executed bond. If the Contractor shall fail to fulfill the Agreement, the performance bond shall become payable to the Consortium as liquidated damages.

Each Proposal shall be accompanied by a letter from a corporate surety, satisfactory to the Consortium, stating that it will furnish the required performance bond for the Proposer, in the event it is selected as the successful Proposer. Such letter is to be signed by an authorized representative of the surety together with a certified and effectively dated copy of his or her power of attorney attached thereto. The surety shall be a duly authorized corporate surety authorized to do business in the State of Illinois. Attorneys-in-fact who sign bonds must file a certified and effectively dated copy of their power of attorney.

LIQUIDATED DAMAGES: If a Contractor fails to timely submit all additional information requested by the Consortium or if the accepted Contractor fails to timely and properly submit the required certificates and policies of insurance, or if the successful Contractor fails to timely and properly execute the a future contract, the Contractor's Certification, and all other required documentation related to the contract, it will be difficult and impracticable to ascertain and determine the amount of damage that the Consortium will sustain by reason of any such failure. For such reason, every Contractor shall, by submitting its Proposal, be deemed to agree that the Consortium shall have the right, at its option in the event of any such default, to retain as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Security or to exercise all equitable remedies it may have against the defaulting Proposer.

REMEDIES FOR FAILURE TO COMPLY. The selected Contractor will be responsible for all errors in its Proposal resulting from their failure or neglect to comply with the terms of this RFP. The selected Contractor will not be allowed any extra compensation by reason of any such errors or by reason of any matters or things of which Contractor failed or neglected to inform itself prior to submitting its Proposal, and the successful Contractor shall bear all costs associated therewith or arising there from, including increased costs or decreased profits due to a change in

the methods or increase in the equipment or personnel employed as a result of matters or conditions first discovered during the performance of the services under the Agreement.

APPENDIX A
CONSORTIUM OF LAKE COUNTY MUNICIPALITIES
SOLID WASTE COLLECTION SERVICES RFP
COST PROPOSAL and
CONTRACTOR'S SWORN STATEMENT

Full Name of CONTRACTOR Prairieland Disposal Inc. ("CONTRACTOR")

Principal Office Address 21N988 Pepper Road, Lake Barrington, IL 60010

Local Office Address 21N988 Pepper Road, Lake Barrington, IL 60010

Contact Person Steve Schweinsberg Telephone Number (847) 381-9300

TO: Kyle Kordell
Assistant to the Village Manager
Village of Lake Zurich
70 East Main Street
Lake Zurich, IL 60047
Kyle.Kordell@LakeZurich.org

CONTRACTOR warrants and represents that CONTRACTOR has carefully examined, reviewed and understood all documents included, referred to, or mentioned in this Proposal, and Addenda Nos. None [if none, write "NONE"], which are securely stapled to the end of this Proposal.

1. Work Proposal. If this Proposal is accepted, CONTRACTOR proposes and agrees that CONTRACTOR shall, at its sole cost and expense, (a) provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Proposal, the RFP pursuant to which the Consortium solicited this Proposal, all necessary work, labor, services, transportation, materials, equipment, apparatus, machinery, tools, fuels, information, data, and other means and items necessary for the collection of all solid waste, landscape waste, and recyclables from all customers during the term of the Contract; (b) procure and furnish all permits, licenses, and other governmental authorizations necessary in connection therewith and comply with the laws of the State of Illinois and ordinances and regulations of the Consortium in connection therewith; (c) procure and furnish the Performance Bond and all certificates and policies of insurance specified in the Contract; (d) pay all applicable federal, state, and local taxes; (e) indemnify the Consortium against any loss resulting from any breach or failure of performance by the CONTRACTOR under the Contract; (f) do all other things required of the successful CONTRACTOR or the CONTRACTOR by the Contract; and (g) provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full accordance and compliance with, and as required by, the Contract.

2. Price Proposal. If this Proposal is accepted, CONTRACTOR proposes and agrees that CONTRACTOR shall bill to residents in full payment for all matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth in the following "Schedule of Prices" unless otherwise provided in the RFP:

A. RESIDENTIAL WASTE COLLECTION PROGRAM

- | | | |
|----|---|---|
| 1) | LIMITED SERVICE
Street-side collection | \$ <u>19.83 plus Village fees</u>
Per household per month
For Small Wheeled Cart (35 gallon) |
| | |
\$ <u>19.83 plus Village fees</u>
Per household per month
For Medium Wheeled Cart (65 gallon) |
| | |
\$ <u>3.10</u>
Per sticker cost |
| 2) | UNLIMITED SERVICE
Street-side collection | \$ <u>20.83 plus Village fees</u>
Per household per month
For Large Wheeled Cart (95 gallon) |

The rates above include the cart. Senior Citizen rates for Customers 65 years of age and older shall be reduced by 10% from the above quoted rates.

- | | | |
|----|--|--|
| 2) | COST OF PRIVATE SERVICES | \$ <u>15.00</u>
Per cubic yard |
| 3) | WHITE GOODS COLLECTION
For collecting white goods at the
Customer's curb | \$ <u>10.00</u>
Per White Good |
| 4) | CART SIZE CHANGE FEE | \$ <u>25.00</u>
One free change allowed once a year |

B. RECYCLABLE MATERIALS COLLECTION PROGRAM

- | | | |
|----|-------------------|---|
| 1) | UNLIMITED SERVICE | \$ <u>Included</u>
Per household per month |
|----|-------------------|---|

The rate above includes the cart, either 65 or 95 gallons. Senior Citizen rate for Customers 65 years of age and older shall be reduced by 10% from the above quoted rate.

C. LANDSCAPE WASTE/FOOD SCRAP COLLECTION PROGRAM

1) UNLIMITED SERVICE

The flat rate over the period from April 1 to mid-December for unlimited collection of landscape waste / food scraps.

\$ Included Additional charge, if any, to allow food scraps to be commingled with landscape waste

D. MONTHLY RATE TO LEASE ADDITIONAL CARTS

Medium Wheeled Cart, 65 Gallon \$ 5.00

Large Wheeled Cart, 95 Gallon \$ 5.00

E. EMERGENCY SERVICES

1) Rate for Equipment and Personnel if requested by the Consortium

\$ 45.00 Per hour per worker \$ 105.00 Per hour per vehicle

\$ 10.00
Per cubic yard

F. BASIS FOR DETERMINING PRICES UNDER THE CONTRACT

It is expressly understood and agreed that:

Adjustment of Compensation: Beginning **September 1, 2021** and on September 1 thereafter during the term of the Agreement, the amount payable to the CONTRACTOR for services shall be adjusted by the following:

CPI minimum 3.5% max 5%

3. CONTRACTOR's Representations and Warranties

To induce the Consortium to accept this Cost Proposal, CONTRACTOR hereby represents, warrants, and certifies as follows:

A. CONTRACTOR is of lawful age and the only persons interested in this Cost Proposal as principals are those named in the completed Sworn Statement attached hereto and this Cost Proposal is made without collusion with any other person and is in all respects, fair and without coercion or fraud.

B. CONTRACTOR is not barred by law from contracting with the Consortium or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless CONTRACTOR is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

C. No officer, employee, or person who receives salary in whole or part from the Consortium is directly or indirectly interested in this Cost Proposal or in the services to which it relates or in any portion of the profits thereof.

D. CONTRACTOR does not and will not discriminate in any of its employment practices against persons because of their race, color, religion, sex or place of national origin, or ancestry and CONTRACTOR will take all necessary affirmative action as may be required by all applicable Federal, State and local laws, ordinances, rules, regulations and orders to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin or ancestry.

E. The surety and insurance commitment letters required by the RFP have been attached to this CONTRACTOR's Proposal.

F. CONTRACTOR understands and agrees that the Consortium reserves the right to reject any and all proposals, reserves the right to reject the low-price proposal, and reserves such other rights as are set forth in the RFP.

G. CONTRACTOR understands and agrees that, if this CONTRACTOR's Proposal is accepted, CONTRACTOR shall be bound by each and every term, condition, or provision contained in this CONTRACTOR's Proposal and in the RFP and the Agreement to be entered into in the form referenced in the RFP.

H. The persons signing this CONTRACTOR's Proposal possess full authority to submit this CONTRACTOR's Proposal on behalf of the CONTRACTOR and CONTRACTOR understands and agrees that, by submitting this CONTRACTOR's Proposal, CONTRACTOR shall be conclusively deemed to have evidenced an intention to be bound hereby whether or not the requirements for signing CONTRACTOR's Proposals found in the RFP are satisfied.

DATED this 27th day of May, 2020.

CONTRACTOR
By: Steve Schweinsberg

WITNESS
By: Mary J. Schweinsberg

Title: Vice President

Title: President

CONTRACTOR'S SWORN STATEMENT

Mary Schweinsberg ("Deponent"), being first duly sworn on oath, deposes and states that the undersigned CONTRACTOR is organized as indicated below and that all statements herein made are made on behalf of such CONTRACTOR in support of the CONTRACTOR's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that CONTRACTOR has carefully prepared, reviewed and checked its CONTRACTOR's Proposal and that the statements contained in its CONTRACTOR's Proposal and in this Sworn Statement are true and correct.

(If necessary for full disclosure, add separate sheets. If CONTRACTOR is a successor to a prior organization, provide the information requested in items 10 through 12 for both CONTRACTOR and the prior organization. If CONTRACTOR is a joint venture, separate sworn statements must be submitted by the joint venture and each signatory to the joint venture agreement.)

1. Sworn Acknowledgment

(Complete Applicable Section)

A. *For Corporations.* CONTRACTOR is a corporation that is organized and existing under the laws of the State of Illinois, that is operating under the legal name of Prairieland Disposal Inc., and that is qualified to do business in the State of Illinois.

Pursuant to a Resolution of the corporation's Board of Directors taken on 5/1/2020, a certified copy of which is hereto attached, Steve Schweinsberg, who is the Vice President of the corporation, is authorized to sign this CONTRACTOR's Proposal, the Contract Agreement and all documents related thereto.

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	<u>Mary Schweinsberg</u>	<u>21N988 Pepper Rd. Lake Barrington, IL 60010</u>
Vice-President	<u>Steve Schweinsberg</u>	<u>21N988 Pepper Rd. Lake Barrington, IL 60010</u>

Secretary _____

Treasurer _____

The stockholders of the corporation (other than a publicly owned corporation) who own 10% percent or more of its stock of any class are as follows:

<u>NAME</u>	<u>ADDRESS</u>	<u>PERCENT OWNERSHIP</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. *For Partnerships.* CONTRACTOR is a partnership that is organized, existing and registered under the laws of the State of _____ pursuant to that certain Partnership Agreement dated as of _____, that is operating under the legal name of _____, and that is qualified to do business in the State of Illinois. The general partners of the partnership and all limited partners holding 10% or more of the percentage interests, are as follows:

<u>NAME</u>	<u>ADDRESS</u>	<u>PERCENT OWNERSHIP</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Pursuant to a power of attorney executed by all of the General Partners on _____, a certified copy of which is hereto attached, _____ is the attorney-in-fact for the partnership and is authorized to sign this CONTRACTOR's Proposal, the Contract Agreement and all documents related thereto for the partnership. **[Strike out this paragraph if not applicable.]**

C. *For Limited Liability Companies.* CONTRACTOR is a limited liability company that is organized, existing and registered under the laws of the State of _____ pursuant to that certain Operating Agreement dated as of _____, that is

operating under the legal name of _____, and that is qualified to do business in the State of Illinois. The manager(s), and all members of the company holding 10% or more of the percentage interests, are as follows:

<u>NAME</u>	<u>ADDRESS</u>	<u>PERCENT OWNERSHIP</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Pursuant to a power of attorney executed by all of the members on _____, a certified copy of which is hereto attached, _____ is the attorney-in-fact for the company and is authorized to sign this Cost Proposal, the Agreement and all documents related thereto for the partnership. **[Strike out this paragraph if not applicable.]**

D. *For Individuals.* CONTRACTOR is an individual whose full name is _____, whose residence address is _____, and whose business address is _____. If operating under a trade or assumed name, said trade or assumed name is as follows: _____.

Pursuant to a power of attorney executed by CONTRACTOR on _____, a certified copy of which is hereto attached, _____ is the attorney-in-fact for CONTRACTOR and is authorized to sign this Cost Proposal, the Contract and all documents related thereto for CONTRACTOR. **[Strike out this paragraph if not applicable.]**

E. *For Joint Ventures:* CONTRACTOR is a joint venture that is organized and existing under the laws of the State of _____ pursuant to that certain Joint Venture Agreement dated as of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____. The signatories to the aforesaid Joint Venture Agreement are as follows:

<u>NAME</u>	<u>PERCENTAGE ADDRESS</u>	<u>OWNERSHIP</u>
_____ ()	_____	_____
_____ ()	_____	_____
_____ ()	_____	_____

[For each signatory indicate the type of entity (Corporation = "C"; Partnership = "P"; Limited Liability Company = L; and Individual = "I")]

Pursuant to a power of attorney executed by all signatories to the aforesaid Joint Venture Agreement on _____, a certified copy of which is hereto attached, _____ is the attorney-in-fact for CONTRACTOR and is authorized to sign this CONTRACTOR's Proposal, the Contract and all documents related thereto for CONTRACTOR. **[Strike out this paragraph if not applicable.]**

2. Nature of Business

State the nature of CONTRACTOR's business:

Refuse, recycling, yard waste, leaf vacuum and food organics hauling.

3. Years in Business

State the number of years that CONTRACTOR, under its current name and organization, has been continuously engaged in the aforesaid business: 14 years.

4. Predecessor Organizations

If CONTRACTOR has been in business under its current name and organization for less than five years, list any predecessor organizations:

<u>NAME</u>	<u>ADDRESS</u>	<u>YEARS</u>
_____	_____	_____
_____	_____	_____

5. Related Experience

List three contracts awarded to CONTRACTOR, or its predecessors, in the past five years most comparable to the Work:

	<u>JOB ONE</u>	<u>JOB TWO</u>	<u>JOB THREE</u>
Owner	<u>City of Crystal Lake</u>	<u>City of McHenry</u>	<u>Village of North Barrington</u>
(municipal or private):	<u>Municipal</u>	<u>Municipal</u>	<u>Municipal</u>
	_____	_____	_____

Reference:	<u>Nick Hammonds</u>	<u>Troy Strange</u>	<u>Laura Ramirez - Wynstone</u>
Telephone:	<u>(815) 356-3675</u>	<u>(815) 363-2186</u>	<u>(847) 304-2851</u>
Type of Work:	<u>Residential refuse, recycling & yard waste</u>	<u>Residential refuse, recycling, yard waste and leaf vacuum</u>	<u>Residential refuse and recycling</u>

6. **Suggested Procedures for Termination/Reinstatement of Service**

CONTRACTOR will follow the following procedures in terminating service to residents for nonpayment of rates and charges and in reinstating service following payment of past due amounts:

Any account past due by 15 days after the due date will be placed on suspended service.
If a account is 90 days past due they will incur a reinstatement fee.

7. **Superintendents**

One or more of the following superintendents will be assigned to supervise the Work:

<u>NAME</u>	<u>SPECIAL QUALIFICATIONS</u>	<u>YRS. IN CURRENT OCCUPATION</u>
<u>Jake Kylander</u>	<u>Residential pickup and customer service</u>	<u>12</u>
<u>Tim Oerkfitz</u>	<u>Residential pickup and customer service</u>	<u>20</u>

8. **Owned Equipment**

The following equipment is owned by CONTRACTOR, is in good condition and working order, and is available for and will be employed in the Work:

<u>EQUIPMENT DESCRIPTION (INCLUDING AGE)</u>	<u>NUMBER AVAILABLE</u>
<u>See attached</u>	_____
_____	_____
_____	_____

9. **Current Projects**

CONTRACTOR is currently involved in the following on-going contracts for work similar to the Work:

<u>OWNER</u>	<u>DESCRIPTION OF WORK</u>	<u>COLLECTION DAYS</u>
<u>City of Crystal Lake</u>	<u>12300 residents, refuse, recycling and yard waste.</u>	<u>Mon thru Fri</u>
<u>City of McHenry</u>	<u>10200 residents: refuse, recycling, yard waste and leaf vacuum.</u>	<u>Mon thru Fri</u>
<u>Saddlebrook Farms</u>	<u>1800 residents: refuse and recycling</u>	<u>Wednesday</u>
<u>Village of Port Barrington</u>	<u>590 residents: refuse, recycling, yard waste and leaf vacuum.</u>	<u>Wednesday</u>

10. **Contracts Abandoned**

CONTRACTOR has never failed to complete a contract except as noted and explained below:

None

11. **Contract Defaults**

CONTRACTOR has never defaulted on, or been terminated for cause on, a contract except as noted and explained below:

None

12. **Litigation**

CONTRACTOR is, or within the past 5 years has been, a party to the following litigation and none other:

<u>CASE NAME</u>	<u>COURT JURISDICTION</u>	<u>DOCKET NUMBER</u>
<u>None</u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

13. **Supervisory Oversight**

Describe how the Work will be supervised, including route supervision and number of supervisors to be assigned to observe collection operations:

We will assign one supervisor per Village. See Operational Approach.

DATED this 27th day of May, 2020.

Attest/Witness:

By:

Title:

Subscribed and Sworn to
before me this 27th day
of May, 2020.

Notary Public

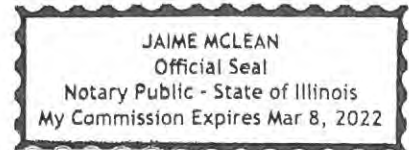
PrairieLand Disposal Inc.
CONTRACTOR

By:

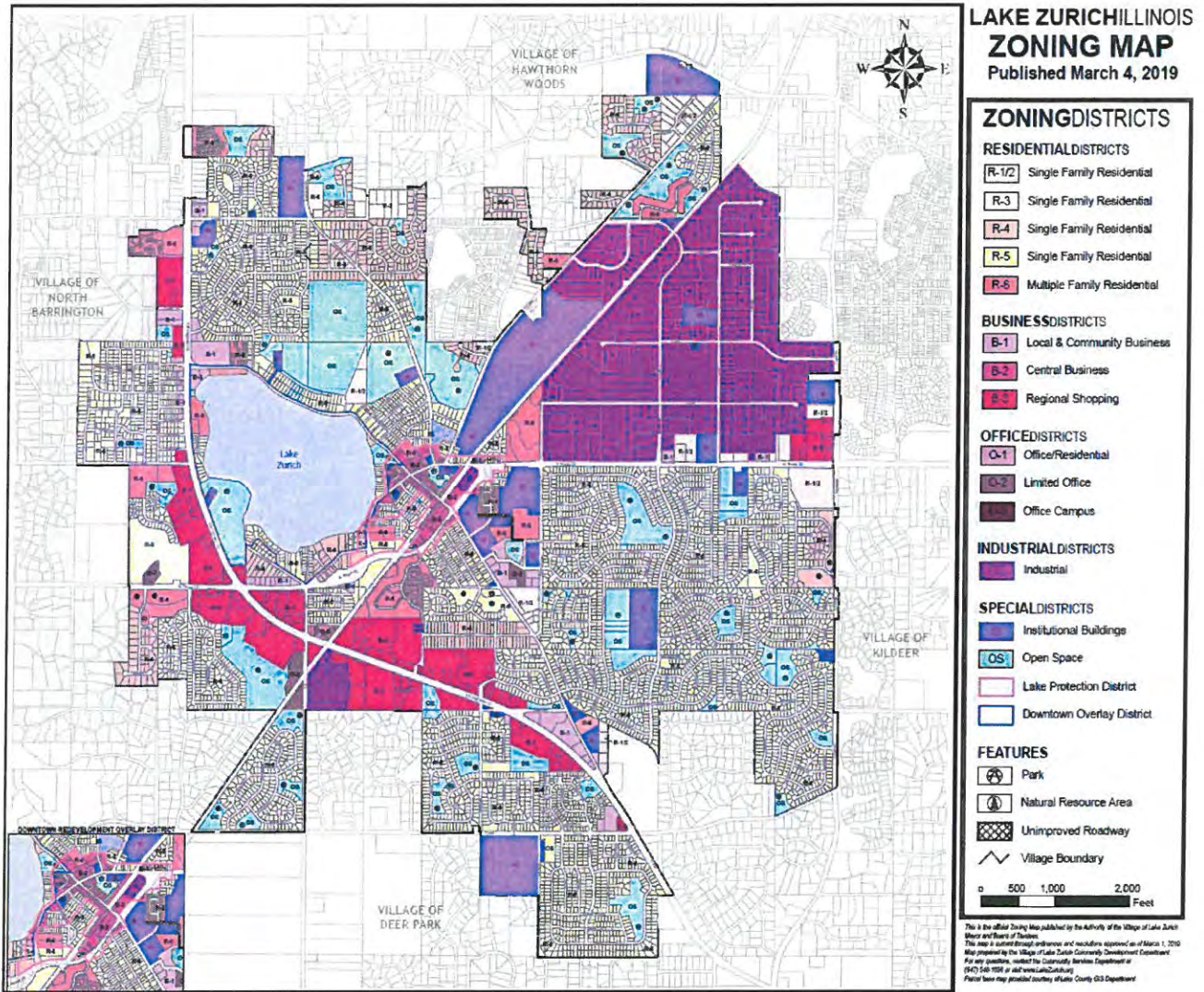
Title:

My Commission Expires: 3/8/2022

[SEAL]

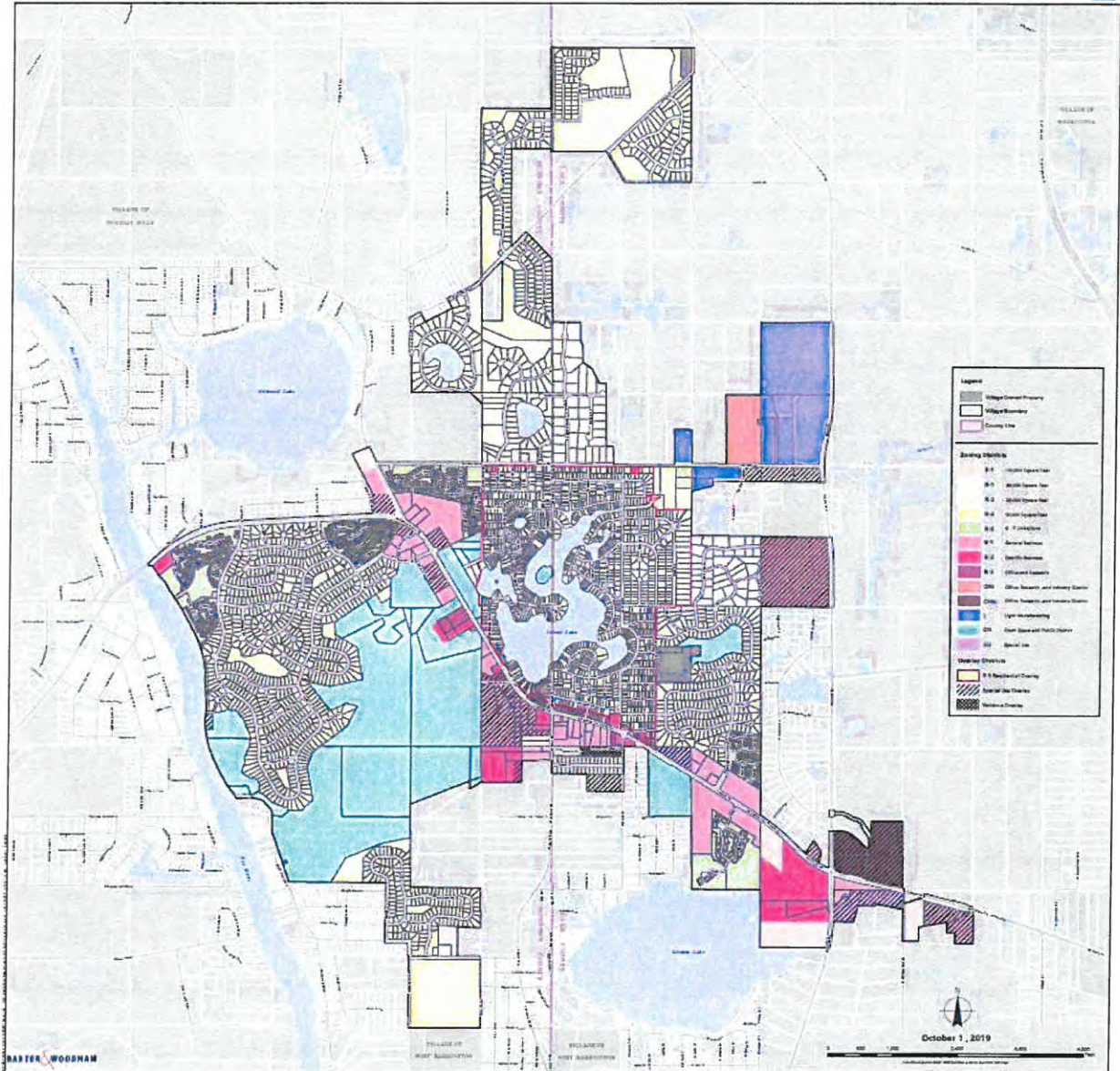


APPENDIX B
CONSORTIUM OF LAKE COUNTY MUNICIPALITIES
CORPORATE LIMITS

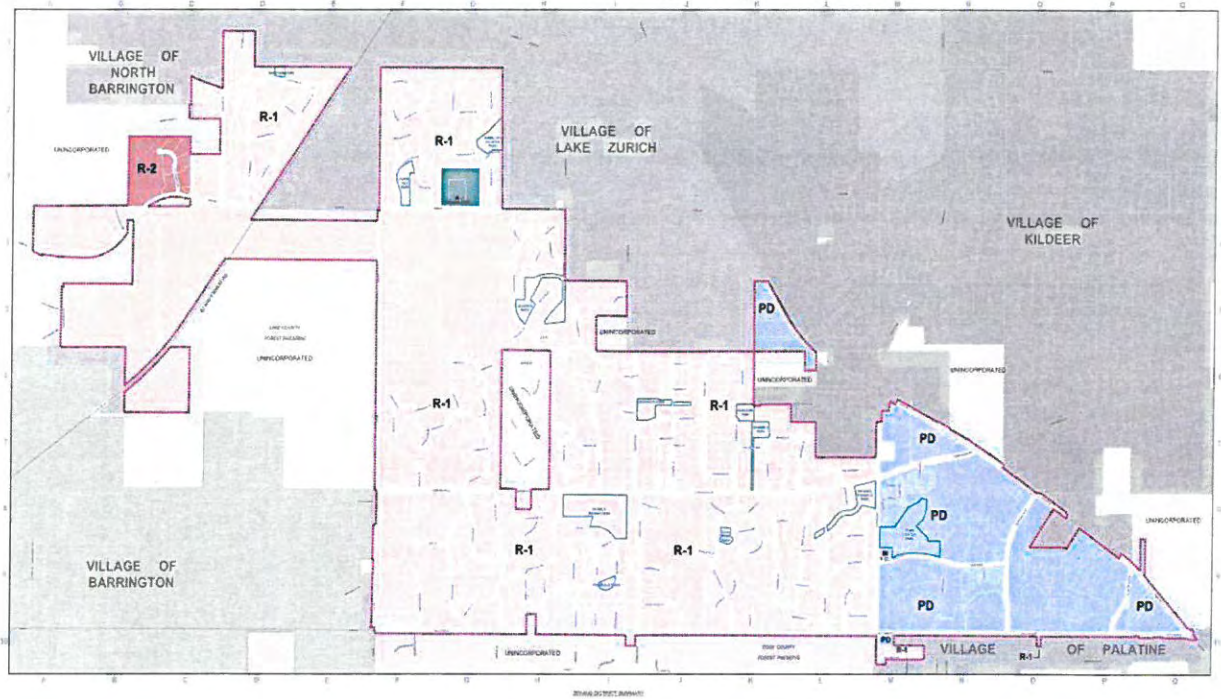


OFFICIAL ZONING MAP

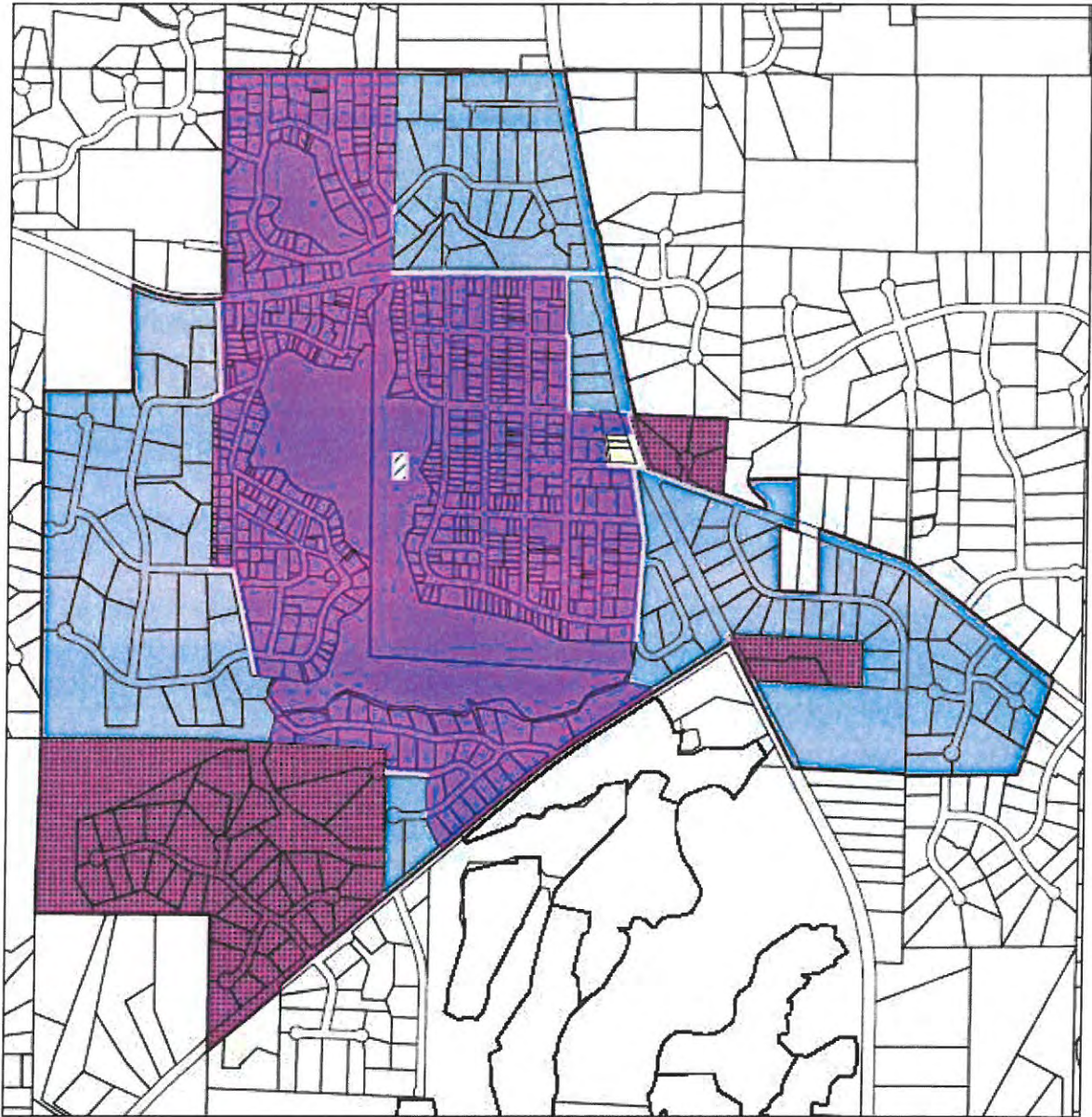
Village of Island Lake, Illinois

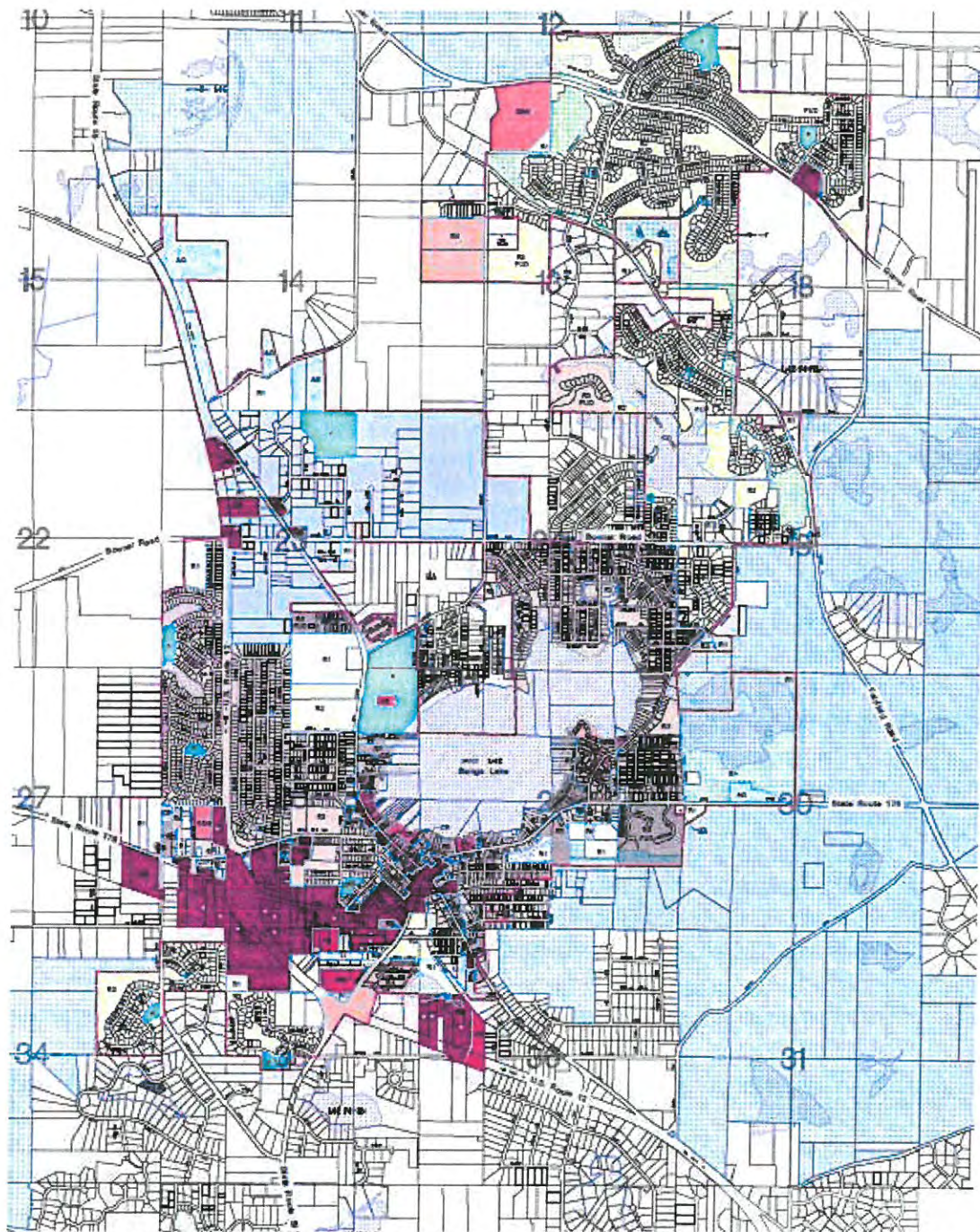


Deer Park Zoning Map 2019



Village of Tower Lakes Zoning





VILLAGE OF WAUCONDA, ILLINOIS - ZONING MAP - JANUARY 1, 2018

APPENDIX C
CONSORTIUM OF LAKE COUNTY MUNICIPALITIES

SOLID WASTE COLLECTION SERVICES RFP

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

Prairieland Disposal Inc

(Here insert full name and address of the CONTRACTOR)

as Principal, hereinafter called the CONTRACTOR, and

(Here insert full name and address of Surety)

as Surety, a corporation organized and existing under the laws of the State of Illinois, hereinafter called Surety, are held and firmly bound unto the **Consortium of Lake County Municipalities** as Obligee, hereinafter called the Consortium, in the full and just sum of FOUR HUNDRED THOUSAND DOLLARS (\$400,000), for the payment of which sum of money well and truly to be made, the CONTRACTOR and Surety bind themselves, and their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, engineering fees, accounting fees, consulting fees, court costs, interest, and any other fees and expenses resulting from or incurred by reason of the Contractor's failure to promptly and faithfully perform its contract with the Consortium, said contract being more fully described below, and to include attorneys' fees, court costs, and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, the CONTRACTOR has entered into a written agreement dated _____, 2020, with the Consortium entitled "RESIDENTIAL SOLID WASTE AND RECYCLING SERVICES AGREEMENT" (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the CONTRACTOR shall well, truly, and promptly perform all the undertakings, covenants, terms, conditions, and agreements of the said CONTRACTOR under the Contract, including, but not limited to, the Contractor's obligations under the Contract: (1) to provide and perform, in the manner specified in the Contract, all necessary work, labor, services, transportation, materials, equipment, apparatus, machinery, tools, fuels, information, data, and other means and items necessary for the collection of all solid waste, landscape waste, and recyclables from all customers, as that term is defined in the Contract; (2) to procure and furnish all permits, licenses, and other governmental authorizations necessary in connection therewith and to comply with the laws of the State of Illinois and ordinances and regulations of the Consortium in connection therewith; (3) to procure and furnish the Performance Bond and all certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state, and local taxes; (5) to indemnify the Consortium against any loss resulting from any breach or failure of performance by the CONTRACTOR under the Contract; (6) to do all other things required of the CONTRACTOR by the Contract; and (7) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full accordance and compliance with, and as required by, the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearance on the part of either the Consortium or the CONTRACTOR to the other in or to the terms of said Contract; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; or in or to the mode or manner of payment therefor shall in any way release the CONTRACTOR and Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearance, and notice of any and all defaults by the CONTRACTOR or of the Consortium's termination of the CONTRACTOR, being hereby waived by Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of Surety under this bond in the event of the Contractor's default be greater than the obligations of the CONTRACTOR under the Contract in the absence of such CONTRACTOR default.

In the event of a default or defaults by the CONTRACTOR, the Consortium shall have the right to reimburse itself from the proceeds of this bond for any and all costs, expenses, losses, damages, liquidated damages, liabilities, suits, judgments, awards, attorneys' fees, and administrative expenses incurred, suffered, or sustained by the Consortium and/or chargeable to the CONTRACTOR under the Contract. In addition, the Consortium shall have the right to take over and complete the Contract upon 30 calendar days' written notice to Surety, in which event Surety shall pay the Consortium all costs incurred by the Consortium in taking over and completing the Contract or, at its option, the Consortium may instead request that Surety take over and complete the Contract, in which event Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days from the date on which the Consortium notifies Surety that the Consortium wants Surety to take over and complete the Contract.

The Consortium shall have no obligation to incur any expense or correct any deficient performance of the CONTRACTOR to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Consortium or the heirs, executors, administrators, or successors of the Consortium.

Signed this 27th day of May, 2020.

Attest/Witness:

By:

Title:

St. Solomay
Vice President

Praineland Disposal Inc.
CONTRACTOR

By:

Title:

Mary Schumy
President

Attest/Witness:

SURETY

By:

Title:

By:

Title:

APPENDIX D
CONSORTIUM OF LAKE COUNTY MUNICIPALITIES

SOLID WASTE COLLECTION SERVICES RFP
INSURANCE REQUIREMENTS

A. Commercial General Liability Insurance

Commercial general liability insurance with the following limits:

<u>Coverage</u>	<u>Limits of Liability</u>
General Aggregate	\$5,000,000
Products and Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$2,000,000
Bodily Injury and Property damage, combined single limit	\$2,000,000.

The policy shall be endorsed so that the general aggregate limit applies separately to each project and each location. The products and completed operations aggregate shall be maintained for one year after the final payment.

B. Workers Compensation & Employer's Liability

Workers Compensation Coverage	IL statutory requirements
Employer's Liability Insurance Coverage	Limits of Liability
Bodily Injury by Accident (Each Accident)	\$1,000,000
Bodily Injury by Disease (Each Employee)	\$1,000,000
Bodily Injury by Disease (Policy Limit)	\$1,000,000

All employees who are to provide labor or service under the contract must be insured; no exclusions shall be allowed for any officer or employee.

C. Business Auto Insurance:

<u>Coverage</u>	<u>Limit of Liability</u>
All Owned, Hired, and Non-Owned Autos	\$1,000,000

D. Pollution Liability Insurance

<u>Coverage</u>	<u>Limit of Liability</u>
Each Occurrence/General Aggregate	\$5,000,000

Pollution liability insurance limits may be modified by the Consortium, if deemed necessary.

E. Umbrella Liability Insurance

<u>Coverage</u>	<u>Limit of Liability</u>
Excess over all primary policies	\$5,000,000

APPENDIX E
CONSORTIUM OF LAKE COUNTY MUNICIPALITIES
SOLID WASTE COLLECTION SERVICES RFP
MUNICIPAL COLLECTION SITES

Lake Zurich

Public Works – 505 Telser Road

One 30-yard roll off (regular garbage)
One 20-yard roll off (landscaping)
Four 2-yard dumpsters (2 for garbage, 2 for recycling)

Village Hall – 70 East Main Street

Three 2-yard dumpsters (regular garbage)

Fire Station – 321 South Buesching Road

One 2-yard dumpster (garbage)
Two 96-gallon carts (recycling)

Police Station – 200 Mohawk Trail

One 2-yard dumpster (recycling)
One 5-yard dumpster (garbage)

Paulus Park – 200 South Rand Road

Two 5-yard dumpsters (garbage)

Village Rental Property - 133 West Main

One 2-yard dumpster (garbage)

Breezwald Park- 125 North Old Rand Road

One 5-yard dumpster (garbage)
One 2-yard dumpster (recycling)

Deer Park

Vehe Barn - 23570 West Cuba Road

Two 96 gallon carts and one 95 gallon recycling cart

Village Hall - 23680 West Cuba Road

Two 96 gallon carts and one 95 gallon recycling cart

Tower Lakes

Village Hall – 400 North Route 59

Two 30-yard dumpsters (garbage and recycling)
One 96-gallon recycle cart for Christmas lights.

Tower Lakes Beach –East Lake Shore Drive

Two 30-yard dumpsters (garbage and recycling)

Island Lake

Village Hall / Public Works- 3720 Greenleaf Avenue

One 15-yard dumpster, two 3-yard dumpsters with hinged lids (one for recycle and one for garbage), and a 96-gallon recycle cart for Christmas lights.

Water Tower Park - 429 West State Road

One 96-gallon recycling cart and one 96-gallon refuse cart

Converse Park - 28532 West. Route 176

One 96-gallon recycling cart and one 96-gallon refuse cart

Wauconda

Public Works – 302 Slocum Lake Road

One 20-yard roll-off	(street-sweeper garbage)
One 20-yard roll-off	(lake-weed harvester garbage – summer season only)
One 10-yard roll-off	(regular garbage)
One 2-yard dumpster	(recycling)
Two 2-yard dumpsters	(wastewater treatment plant grit removal)
One 2-yard dumpsters	(wastewater treatment plant pretreatment)
One 20-yard roll-off	(wastewater treatment plant sludge hauling – autumn only)

APPENDIX F
CONSORTIUM OF LAKE COUNTY MUNICIPALITIES

SOLID WASTE COLLECTION SERVICES RFP
MUNICIPAL COLLECTION SITES

CONTRACTOR'S COST PROPOSAL - A LA CARTE OPTIONS

A. FALL LEAF VACUUMING COLLECTION

The Consortium seeks cost proposals on a leaf collection program beginning in mid-October and running for a total of eight weeks. A separate rate is requested for this service that each individual municipality may choose to add as an a la carte option. Not all Consortium members may choose this (currently Deer Park and Island Lake do not have leaf collection programs).

Under this program, the amount of leaves is unlimited. Contractor will guarantee eight weeks of leaf collection. If inclement weather prohibits or reduces leaf collection in autumn months (i.e. – early snow fall), the Contractor will provide supplemental leaf pickup in the spring months at the earliest availability. No bags will be required of residents and all collection will be via vacuum truck.

LEAF VACUUMING PROPOSAL

Street-side collection

\$2.00

Per household per month

B. BACK DOOR COLLECTION

The Consortium seeks cost proposals on household back door collection at private residences as an optional service. Not all Consortium members may choose to add this as an a la carte option (currently, Deer Park is the only municipality in this Consortium that has this service). Under this program, the Contractor will collect refuse and recycling once-per-week from a resident's back door instead of curbside.

BACK DOOR COLLECTION

\$25.00 plus base rate

Per household per month

C. E-WASTE AND CHEMICAL COLLECTION

The Consortium seeks cost proposals on the collection of electronics waste and potentially hazardous household chemicals. Not all Consortium members may choose to add this as an a la carte option.

E-WASTE AND CHEMICAL COLLECTION

\$ Included, once per year

Per household per month

D. SPECIAL EVENT PORTABLE TOILETS AND HANDWASHING STATIONS

The Consortium seeks cost proposals on hand washing stations and portable toilets for special events. Multiple municipalities may be interested in these services for multiple events. Please tell us how you charge for these services.

\$ Included
Handwashing Stations

\$ Included
Portable Toilets

#####

References

City of Crystal Lake, Nick Hammonds (815) 356-3663, 100 W. Woodstock St. Crystal Lake, IL 60014
-Residential weekly curbside pick-up.

City of McHenry, Troy Strange (815) 363-2186, 1415 Industrial Dr. McHenry, IL 60050
-Residential weekly curbside pick-up.

Village of Barrington Hills, unincorporated homes of Barrington Hills, Anna Paul- Village Director of Administration, 112 Algonquin Rd. Barrington Hills, IL 60010

Village of Port Barrington, Donna Erfort (847) 639-7595, 69 S. Circle Ave. Port Barrington, IL 60071
-Residential weekly curbside pick-up, year round food organics.

Village of Richmond, Karla Thomas (815) 678-4040, 5600 Hunter Drive, Richmond, IL 60071
-Residential weekly curbside pick-up.

Village of North Barrington, Kris Lennon, Village Clerk (847) 381-6000 or Laura Ramirez, Wynstone (847) 304-2851, 111 Old Barrington Rd. North Barrington, IL 60010
- Residential weekly curbside pick-up including weekly year round food scrap collection.

Village of Fox River Grove, Stephen Bechler (847) 639-3170, 305 Illinois St. Fox River Grove, IL 60021
-Residential weekly curbside pick-up.

Village of Union, Larry Beebe trusteebeebe@sbcglobal.net, 17703 Ocock Rd. Union, IL 60180
-Residential weekly curbside pick-up.

Village of Capron, Jason Hagberg (815) 569-2351, 250 W Main St. Capron, IL 61012
-Residential weekly curbside pick-up.

Village of Hebron, Kimmy Martinez, Village President (815) 648-2352, 12007 Prairie Ave. Hebron, IL 60034
-Residential weekly curbside pick-up.

SaddleBrook Farms, Larry Waco (847) 223-1000, 23000 W. Peterson Road, Grayslake, IL 60030

McHenry County Department of Health, Kristy Hecky 815-334-4585 2200 Seminary Ave Building A LL5 Woodstock, IL 60098
-Residential weekly curbside pick-up with leaf vacuuming.

McHenry County Conservation District, Karen Brabec (815) 338-6223 18410 US Hwy Woodstock IL 60098
-Commercial refuse and recycling at all parks and conservation areas.

Financial Capability

Please see attached.

Assumptions, Deviations, and Exceptions

1. Change from 90 days to 30 days to switch out container size at no charge, garbage and recycle only.
2. E scrap curbside pick-up will occur once per year instead of monthly. Drop off at our Lake Barrington facility will be available 6 days a week.
3. Chemical pick-up will be on an on call basis, same day pick-up available, for a fee.
4. Residents will be placed on suspended service at 45 days from billing date.
5. Seniors, to receive 10% discount, will receive a 65 gallon or 35 gallon refuse option only, limited service. No other discounts will apply.
6. Limited service will not receive bulk items. Each item will require three (3) stickers.
7. Weekly yard waste is limited to 15 bags per week. Any additional bags will require a sticker.
8. Townhomes with totter service will receive a 10% discount, 65 gallon or 35 gallon refuse and 65 gallon recycling limited service. Yard waste and bulk items will require stickers.
9. Bulk items must be under 50 pounds.
10. The "garbage industry" insurance, we currently have, covers these types of claims. The \$5,000,000.00 Pollution Liability policy rider will cost an additional \$0.29 per resident. The amount can be adjusted upon reduction of request.
11. The umbrella coverage goes over our general liability.
12. We will offer a yard waste sticker if Village chooses sticker program.

Addendum

These items will be included in all bids.

* **Free 6 days per week** E-scrap, textile, gym shoe, food organics and Christmas lights drop-off at our Lake Barrington location, including 1 TV per year per residence and white goods (example: washing machines, refrigerators etc.) at no charge.

* Once per year E-scrap curbside collection or 6 days a week drop-off at our Lake Barrington location.

* Christmas light recycling container placed at Village locations from November – January.

* Food scraps can be comingled with yard waste during yard waste season. Including meat, cheese, dog waste, kitty litter, corn stocks, gourds, spent mums and pumpkins.

* Household/residential paint (water based only) and chemical pick-up, at the curb, for a handling fee to resident upon residents request. Limit of 5 gallons of paint per pick-up. Household chemicals are unlimited. Or residents can drop off at our Lake Barrington facility for a fee, 6 days a week.

* OnePass Truck

* Year round food organics - \$0.68 per home per month

* Village Fees:

Lake Zurich: \$0.70 per month per home

Wauconda: \$0.76 per month per home

Deer Park: \$0.25 per month per home

Island Lake: \$0.72 per month per home

Tower Lakes: \$0.56 per month per home

* Deer Park Crossing:

Trash - \$884.00 per month

Recycling - \$884.00 per month

No senior discount or apartment discount, no bulk item.

* Solana of Deer Park:

Trash - \$884.00 per month

Recycling - \$884.00 per month

No senior discount or apartment discount, no bulk item.

Illinois Food Scrap Coalition



We currently haul four municipalities that the Illinois Food Scrap coalition recognizes. Please see following pages.

Village of North Barrington
Village of Port Barrington
Village of Island Lake
Village of Tower Lakes

Insurance



PRAIR-2

OP ID: BO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/02/2020

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

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

PRODUCER Rand-Tec Insurance Agency Inc. 977 Lakeview Parkway, Ste 105 Vernon Hills, IL 60061 Todd Silver		847-367-2633		CONTACT NAME: Todd Silver	
				PHONE (A/C, No, Ext): 847-367-2633	
				FAX (A/C, No): 847-367-2636	
				E-MAIL ADDRESS:	
				INSURER(S) AFFORDING COVERAGE	
				INSURER A: WESTERN NATIONAL INSURANCE	
				NAIC # 15377	
				INSURER B:	
				INSURER C:	
				INSURER D:	
				INSURER E:	
				INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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CERTIFICATE HOLDER

VILAKEZ

VILLAGE OF LAKE ZURICH
70 EAST MAIN 2ND FLOOR
LAKE ZURICH, IL 60047

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Todd Silver



PRAIR-2

OP ID: BO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/02/2020

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				INSURER C:	
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				INSURER E:	
				INSURER F:	

INSURED Prairieland Disposal Inc
21N988 Pepper Rd
Lake Barrington, IL 60010

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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CERTIFICATE HOLDER

VILWA-6

VILLAGE OF WAUCONDA
109 W BANGS ST
WAUCONDA, IL 60084

CANCELLATION

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AUTHORIZED REPRESENTATIVE

Todd Silver



PRAIR-2

OP ID: BO

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INSURED **Prairieland Disposal Inc**
21N988 Pepper Rd
Lake Barrington, IL 60010

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

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CERTIFICATE HOLDER

VILDEER

VILLAGE OF DEER PARK
23680 W CUBS RD
DEER PARK, IL 60010

CANCELLATION

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AUTHORIZED REPRESENTATIVE

Todd Silver



PRAIR-2

OP ID: BO

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CERTIFICATE HOLDER

VILISLA

VILLAGE OF ISLAND LAKE
3720 GREENLEAF AVE
ISLAND LAKE, IL 60042

CANCELLATION

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AUTHORIZED REPRESENTATIVE

Todd Silver



PRAIR-2

OP ID: BO

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CERTIFICATE HOLDER

VILTOWL

VILLAGE OF TOWER LAKES
400 N. RT 59
TOWER LAKES, IL 60010

CANCELLATION

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AUTHORIZED REPRESENTATIVE

Todd Silver

Performance Bond



Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
Tel: 973 948-1417
Fax: 866 324-3756
www.selective.com

March 12, 2020

RE: Prairieland Disposal, Inc.

To Whom It May Concern:

Prairieland Disposal, Inc. is a highly regarded and valued client of Selective Insurance Company of America. We are willing to consider bonded jobs for work up to \$500,000 single job and \$750,000 aggregate program limits.

Naturally, we would expect that the execution of any final bonds would be subject to our normal underwriting criteria at the time of the request including, but not limited to, review and acceptance of the contract documents, bond forms, verification of the project financing available to the owner to cover the cost of the project, as well as the financial condition of our client.

Please note that nothing herein is to be construed as a contractual commitment to provide any bond, and Selective assumes no responsibility for any consequences of hiring Contractor without a bond.

Should you have any questions concerning this correspondence, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Azzollini", is written over a horizontal line.

Scott Azzollini
Senior Territory Bond Manager - Northeast
scott.azzollini@selective.com

Exhibit A





Prairie
Land

FOOD ORGANICS

Exhibit B



Equipment list

(3) 2020 Peterbuilt
(1) 2020 Freightliner
(1) 2019 Freightliner
(1) 2018 Freightliner M2
(1) 2018 Mack MRU 613
(1) 2014 International 7500
(1) 2012 International 7500
(1) 2012 Mack 700
(1) 2010 International 7500
(3) 2008 International
(4) 2007 Condor
(1) 2007 International
(1) 2007 Freightliner
(1) 2006 Mack LE613
(1) 2006 Mack LE600
(1) 2005 International 7000
(1) 2005 Mack MR600
(1) 2005 International 7400
(1) 2004 Mack
(1) 2003 Mack MR690S
(2) 2003 Freightliner
(1) 2003 Mack
(1) 2001 International F4900

Exhibit C

MCHENRY

2017	Trash	Recycling	Total Tons	% Recycle	House #	LBs per house per week	Yard Waste Tons
January							
February							
March							

April							
May							
June							

July							
August	566.64	277.36	844	32.86	9103	46.36	43.2
September	514.35	257.52	771.87	33.36	9140	42.22	70.65

October	559.02	253.88	812.9	31.23	9168	44.33	76.5
November	610.08	283.4	893.48	31.72	9206	48.53	57.6
December	485.41	240.57	725.98	33.14	9237	39.30	20.25

E-SCRAP 18677
 lbs

Knox Park 342 Tons of Yard waste

Leaf

Vacuuming 607.5 Tons of Leaves

Exhibit D

SORRY

Dear Customer:
We could not pick up your

Trash because:

- ☐ Too heavy - 50 lbs.
- ☐ Yardwaste mixed with garbage
- ☐ Carpet and construction material must be cut to 4' length or less
- ☐ Not including yard maintenance pick-up
- ☐ No prepaid sticker attached

Recyclables because:

- ☐ Items not included in recycling program at this time
- ☐ Items too large
- ☐ Items contaminated with other waste material
- ☐ Cardboard not flattened

Yardwaste because:

- ☐ Garbage mixed with yardwaste
- ☐ Exceeds 4 feet in length and/or not bundled
- ☐ Too heavy - 50 lbs.
- ☐ Inorganic materials
- ☐ No prepaid sticker attached
- ☐ Fertilizer / Green waste contamination
- ☐ Organic waste must be free of plastic

Appliance because:

- ☐ Special arrangements required. Please call.

Tires because:

- ☐ Special arrangements required. Please call.

Electronics because:

- ☐ Special arrangements required. Please call.

OR

*PrairieLand does not have a FREE electronic recycling drop-off service at 24000 N. Prairie Road in Lake Oswego. However, a fee will apply for drop-off of electronics and monitors. Please call for more information.

PrairieLand For customer service please call
847-381-9300
www.prairieland.com

Please protect the planet - recycle where and how you can. Thank you for your commitment to the planet.

Thank You

Exhibit E

Sorry!! This container is contaminated with **NON** curbside recyclable materials.
Please correct to resume service on your next scheduled collection day.
Please visit www.prairielanddisposal.com for more information on curbside recycling.

Prairie Land
www.prairielanddisposal.com

Este contenedor contiene materiales no reciclables en este programa.
Por favor corrige el problema y nosotros con mucho gusto lo recogeremos en su proxima día de servicio.
Para guías de reciclaje visitar www.prairielanddisposal.com

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CERTIFIED COPY OF RESOLUTION OF
THE BOARD OF DIRECTORS AND SHAREHOLDERS
OF
PRAIRIELAND DISPOSAL, INC.

The undersigned Corporate Secretary of Prairieland Disposal, Inc, an Illinois Corporation does hereby certify that the following is a true and correct copy of a Resolution unanimously adopted at a Special Meeting of the Board of Directors and Shareholders of the said corporation, a quorum of its members being present, held in the City of Lake Barrington, in Lake County, State of Illinois, on the 1st day of May, 2020, and that this Resolution has not been revoked by an subsequent action of the Board of Directors or Shareholders of said

NOW, THEREFORE, BE IT RESOLVED that the undersigned Shareholders of this corporation hereby consent to, approve and adopt the following:

ELECTION OF DIRECTORS

RESOLVED THAT, effective as of the date hereof, the following individuals be and they hereby are elected to the Board of Directors of this corporation:

Mary Schweinsberg, President

Mary Schweinsberg, Secretary

Steve Schweinsberg, Vice President

RESOLVED FURTHER, that the officers of this corporation are, and each acting alone is, hereby authorized to do and perform any and all such acts, including execution of any and all documents and certificates, as said officers shall deem necessary or advisable, to carry out the purposes of the foregoing resolutions.

RESOLVED FURTHER, that any actions taken by such officers prior to the date of the foregoing resolutions adopted hereby that are within the authority conferred thereby are hereby ratified, confirmed and approved as the acts and deeds of this corporation.

Date: 5/1/2020

Mary Schweinsberg
Signature

Mary Schweinsberg

Printed Name

1,000

Number of Shares