



**VILLAGE OF FOREST PARK
COUNCIL MEETING AGENDA**
Monday, January 12, 2026
Lower Level of Village Hall
7:00 PM

In-Person and Via Live Stream: Click [Here](#)

Dial-In Live Stream: 312-626-6799; Webinar ID 867 2747 0792 Passcode: 554296

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF THE MINUTES FROM THE DECEMBER 15, 2025 TAX LEVY PUBLIC HEARING

APPROVAL OF THE MINUTES FROM THE DECEMBER 15, 2025 REGULAR MEETING OF THE COUNCIL

PUBLIC COMMENT: - emailed public comment can be sent to the village clerk at mroach@forestpark.net prior to 6:30 p.m. the day of the meeting

COMMUNICATIONS:

DEPARTMENT REPORTS:

1. Fire Department: October-December 2025

BILLS BY RESOLUTION

UNFINISHED BUSINESS:

NEW BUSINESS:

1. Ordinance waiving bid, ratifying and authorizing the acceptance of a Quote from MES, Inc. for the purchase of SCBA Pack
2. Ordinance authorizing the sale or disposition of surplus property of the Village of Forest Park – Four (4) Parking Payboxes
3. Resolution authorizing the issuance of a Request for Proposals for Residential Municipal Waste, Recycling and Landscape Waste Collection Services
4. Resolution approving and ratifying the execution of a COPS Hiring Grant with the DOJ

ADMINISTRATOR'S REPORT

COMMISSIONER REPORTS

ADJOURNMENT

**PUBLIC HEARING TO APPROVE A PROPOSED
PROPERTY TAX LEVY INCREASE FOR THE
VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS
FOR 2025
HELD ON MONDAY EVENING DECEMBER 15, 2025**

ROLL CALL

Commissioners Maxham, Nero, Melin-Rogovin, Voogd and Mayor Hoskins answered the Roll Call.

Mayor Hoskins called the public hearing to order at 6:45 p.m. and stated that the purpose of the hearing was to receive public comments regarding the proposed tax levy ordinance for 2025.

PUBLIC COMMENT

None.

ADJOURNMENT

There being no further business to be addressed, Commissioner Nero motioned to adjourn the hearing. Commissioner Maxham seconded the motion. The motion carried. Mayor Hoskins declared the hearing adjourned at 6:57 P.M.

Respectfully submitted,

Megan Roach
Deputy Village Clerk

**THE REGULAR MEETING OF THE COUNCIL OF THE
VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS
HELD ON MONDAY EVENING, DECEMBER 15, 2025**

Mayor Hoskins led all assembled in the Pledge of Allegiance at 7:04 p.m.

ROLL CALL

Commissioners Maxham, Nero, Melin-Rogovin, Voogd and Mayor Hoskins answered the Roll Call.

APPROVAL OF THE MINUTES OF PREVIOUS MEETINGS

It was moved by Commissioner Maxham and seconded by Commissioner Nero that the minutes from the November 24, 2025, Regular Meeting of the Village Council be approved.

ROLL CALL:

AYES: Commissioners Maxham, Nero, Melin-Rogovin, Voogd and Mayor Hoskins

NAYES: None

ABSENT: None

The motion carried.

PUBLIC COMMENT

Eboni Nicki Smith addressed the Council regarding the success of the Memorial Park Spartans Cheer squad. Members of the Spartans were present, and the Mayor and Commissioners congratulated them on their success at the National competition.

Sam Rabe spoke regarding the denial of the business application for MeGarage Inc. and requested that the application be reconsidered. Mr. Rabe stated that MeGarage provides rage room experiences intended to offer a controlled environment for the release of stress, frustration, and emotional expression in support of mental health and well-being..

COMMUNICATIONS:

None

DEPARTMENT REPORTS:

None

APPROVAL OF BILLS:

It was moved by Commissioner Maxham and seconded by Commissioner Nero that the Resolution for the payment of bills be adopted. The bills totaled \$1,576,962.65.

**R-124-25
APPROVAL OF BILLS IN
THE AMOUNT OF
\$1,576,962.65
APPROVED**

ROLL CALL:

AYES: Commissioners Maxham, Nero, Melin-Rogovin,
Voogd and Mayor Hoskins

NAYES: None

ABSENT: None

The motion carried unanimously

UNFINISHED BUSINESS:

None

NEW BUSINESS:

Presentation by the Forest Park Arts Alliance

It was moved by Commissioner Maxham and seconded by Commissioner Nero that the Annual Tax Levy Ordinance of the Village of Forest Park, Cook County, Illinois for the fiscal year beginning May 1, 2025, and ending April 30, 2026 be adopted.

**O-51-25
ANNUAL TAX LEVY
ORDINANCE
APPROVED**

ROLL CALL:

AYES: Commissioners Maxham, Nero, Melin-Rogovin, Voogd and Mayor Hoskins

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Maxham and seconded by Commissioner Nero that the Resolution directing the County Clerk to calculate separate limiting rates for the Tax Levy of the Village of Forest Park, Illinois for the 2025 Tax Levy Year be adopted.

**R-125-25
RESOLUTION DIRECTING
COUNTY CLERK TO
CALCULATE SEPARATE
LIMITING RATES FOR THE
TAX LEVY
APPROVED**

ROLL CALL:

AYES: Commissioners Maxham, Nero, Melin-Rogovin, Voogd and Mayor Hoskins

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Melin-Rogovin and seconded by Commissioner Voogd that the Ordinance amending Section 8-1-1, entitled "Building Codes Adoption," of the Municipal Code be tabled until the January 26, 2026 Council meeting for further review.

ROLL CALL:

AYES: Commissioners Maxham, Melin-Rogovin, Voogd and Mayor Hoskins

NAYES: Nero

ABSENT: None

The motion carried.

It was moved by Commissioner Maxham and seconded by Commissioner Nero that the Ordinance waiving bid, approving and authorizing the execution of a maintenance agreement with SEPS for Police Department Uninterrupted Power Supply be adopted.

**O-52-25
ORDINANCE APPROVING
AGREEMENT WITH SEPS
FOR UPS POLICE
APPROVED**

ROLL CALL:

AYES: Commissioners Maxham, Nero, Melin-Rogovin,
Voogd and Mayor Hoskins

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Melin-Rogovin and seconded by Commissioner Voogd that the Resolution approving and directing the Village Engineer to prepare and submit a pre-application for MWRDGC partnership program be adopted.

**R-126-25
RESOLUTION
AUTHORIZING PRE
APPLICATION MWRDGC
PARTNERSHIP PROGRAM
APPROVED**

ROLL CALL:

AYES: Commissioners Maxham, Nero, Melin-Rogovin,
Voogd and Mayor Hoskins

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Maxham and seconded by Commissioner Nero that the Resolution approving 2026 agreement with Endeavor Edward Occ Health for substance abuse random management program be adopted.

**R-127-25
RESOLUTION
AUTHORIZING PRE
APPLICATION MWRDGC
PARTNERSHIP PROGRAM
APPROVED**

ROLL CALL:

AYES: Commissioners Maxham, Nero, Melin-Rogovin,
Voogd and Mayor Hoskins

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Maxham and seconded by Commissioner Nero that the Resolution authorizing and directing the transfer of funds from Roosevelt/Hannah TIF to the Roosevelt Corridor TIF be adopted.

**R-128-25
RESOLUTION
AUTHORIZING TIF FUNDS
TO ROOSEVLET
CORRIDOR
APPROVED**

ROLL CALL:

AYES: Commissioners Maxham, Nero, Melin-Rogovin,
Voogd and Mayor Hoskins

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Maxham and seconded by Commissioner Nero that the Resolution approving 2026 Paratransit Service Provider Agreement between PACE and the Village be adopted.

**R-129-25
REOLUTION APPROVING
PACE AGREEMENT
APPROVED**

ROLL CALL:

AYES: Commissioners Maxham, Nero, Melin-Rogovin,
Voogd and Mayor Hoskins

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Melin-Rogovin and seconded by Commissioner Voogd that the Resolution approving pay request #9 for AMI water meters to Veregy LLC be adopted.

**R-130-25
RESOLUTION APPROVING
PAY #9 TO VEREGY
APPROVED**

Roll Call:

AYES: Commissioner Maxham, Nero, Melin-Rogovin,
Voogd, Mayor Hoskins.

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Maxham and seconded by Commissioner Nero to approve the Raffle License for the Community Toy Drive on December 17, 2025/

**RAFFLE LICENSE FOR
COMMUNITY CENTER
APPROVED**

Roll Call:

AYES: Commissioner Maxham, Nero, Melin-Rogovin,
Voogd, Mayor Hoskins

NAYES: None

ABSENT: None

The motion carried unanimously.

ADMINISTRATOR'S REPORT:

Village Administrator Entler congratulated Fenwick High School on its State Championship victory, noting that several Forest Park residents are members of the team. She extended holiday wishes to the community, wishing everyone a Merry Christmas and Happy Chanukah. Administrator Entler stated that although the zoning ordinance did not pass at this meeting, she requested that the Commissioners review the memorandum over the coming weeks and forward any questions to her. She advised that the item will be brought back for consideration at the January 26, 2026 meeting.

COMMISSIONER'S REPORTS:

Commissioner Maxham stated that she found the zoning memorandum to be informative, well written, and thoughtful. She thanked the Police and Fire Departments for their efforts in ensuring the safety of all attendees during the Holiday Walk. She also thanked Sal Stella and the Public Works Department for their work in making the event safe and successful, and thanked Department Head Glinke for inspecting the sidewalks in advance of the Holiday Walk. Commissioner Maxham wished everyone a Happy New Year.

Commissioner Nero stated that he would like the zoning matter to be brought back before the Council and thanked staff and the Building Department for their work on the zoning review. He stated that the zoning memorandum clearly outlines what the Village needs to accomplish and expressed his belief that the zoning regulations should be modernized. Commissioner Nero noted that updating the zoning code would support increased housing opportunities and promote economic development, and he expressed his appreciation for the continued efforts of staff on this initiative.

Commissioner Melin-Rogovin thanked everyone who attended and participated in Operation Rising Spirit, including scouts, students, the Library, and local businesses, noting that together they wrote more than 1,100 holiday cards for veterans. She also thanked the Chamber of Commerce and the Village's first responders for their continued service to the community. Commissioner Melin-Rogovin expressed her appreciation for the Menorah lighting held in Constitution Court and stated that the Safety and Traffic Commission continues its work with a focus on safe streets. She announced that she was selected to participate in the Illinois Women's Institute for Leadership Training Academy, an eight-month program that includes multi-day sessions across Illinois and in Washington, D.C., focused on leadership development, communications strategy, fundraising, and networking. She stated that she looks forward to bringing the knowledge and resources gained through the program back to the Village of Forest Park.

Commissioner Voogd spoke about zoning and stated that she is not opposed to updates to the zoning code but would like more information before moving forward. She said it is important to understand how the proposed changes align with the Village's Comprehensive Plan and whether there are any conflicts. Commissioner Voogd suggested holding a public town hall so residents can ask questions, particularly regarding density and stormwater management, and emphasized the importance of transparency, community outreach, and sharing information with the public. She thanked the many volunteers who serve the Village, including the Arts Alliance, the Historical Society, the Park District, and members of the various Village boards, as well as the Police and Fire Departments. She also thanked Sal Stella and the Public Works Department for their work throughout the year.

Mayor Hoskins thanked everyone who attended the Holiday Walk and gave special recognition to the Police and Fire Departments for helping make the event safe and enjoyable for all. He reminded residents of the upcoming Menorah lighting on December 16 and the Community Toy Drive scheduled for December 17. He wished everyone a happy holiday season and apologized for the technical issue that resulted in the meeting not being recorded.

ADJOURNMENT

There being no further business to be addressed, Commissioner Nero moved, and Commissioner Maxham seconded to adjourn into closed session at 8:18 p.m. The motion carried.

Respectfully submitted,

Megan Roach
Deputy Village Clerk

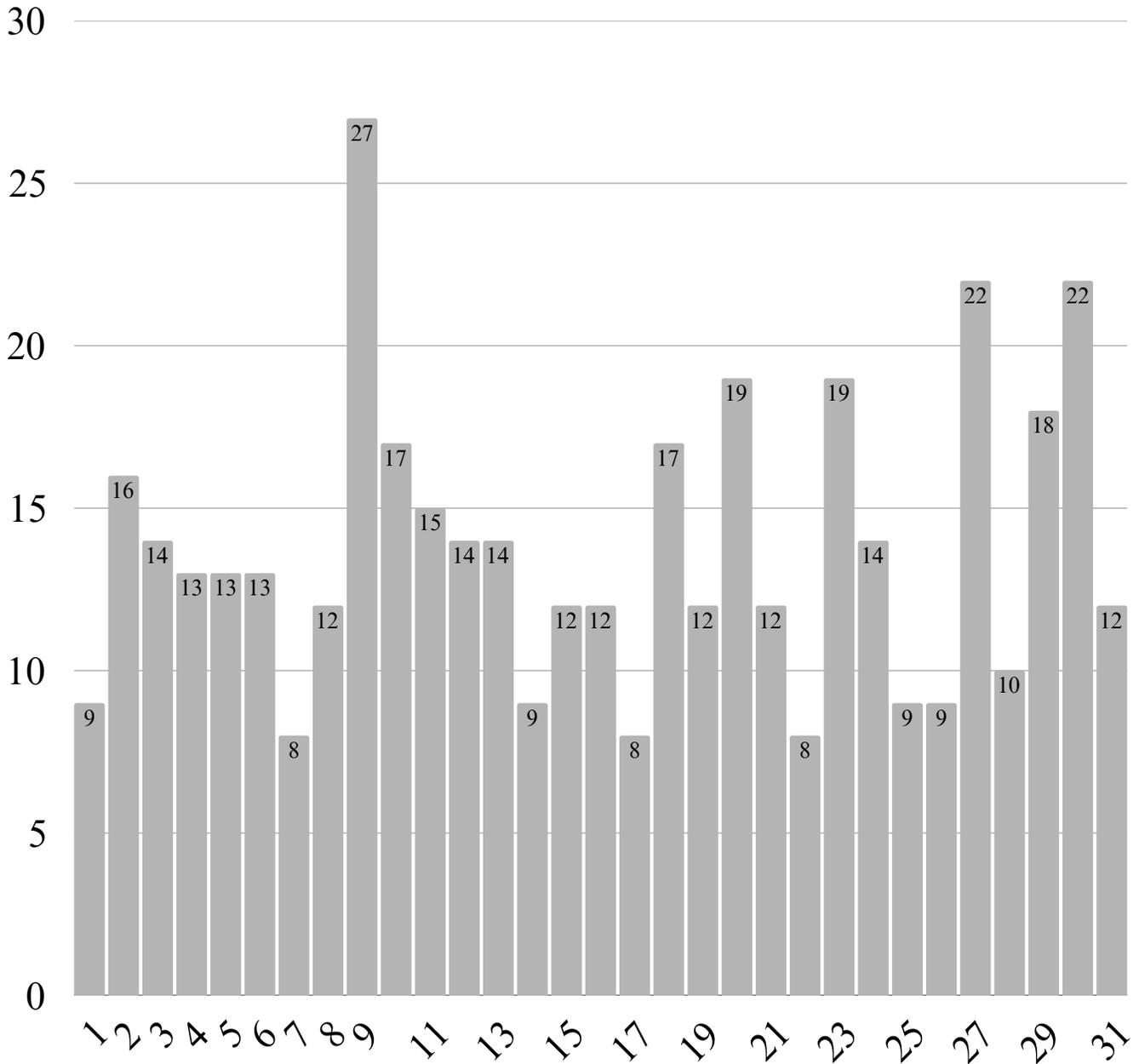
Forest Park Fire Department



October 2025 Report

Calls Per Day October 2025

426 Total

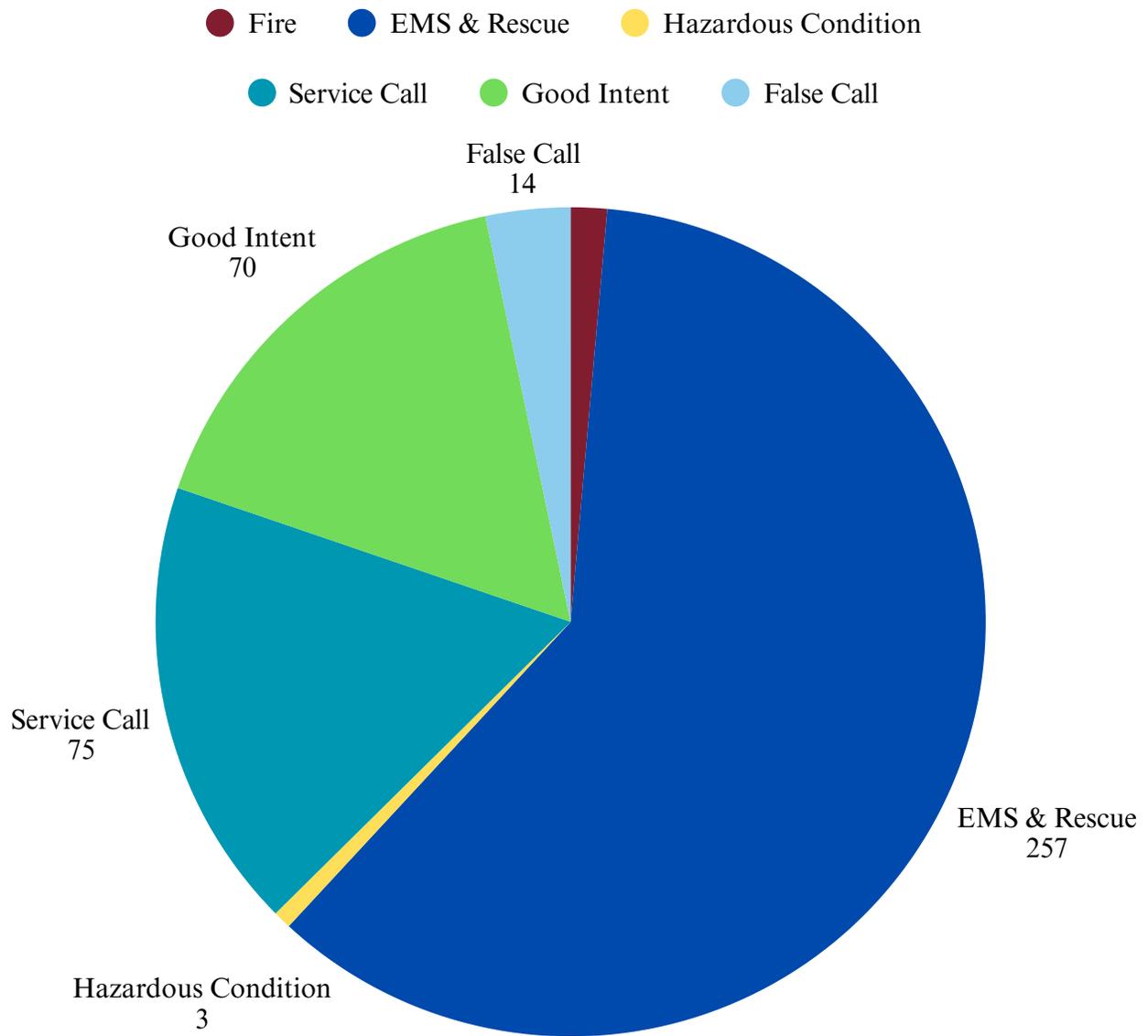


PAST YEARS' CALL VOLUME FOR OCTOBER

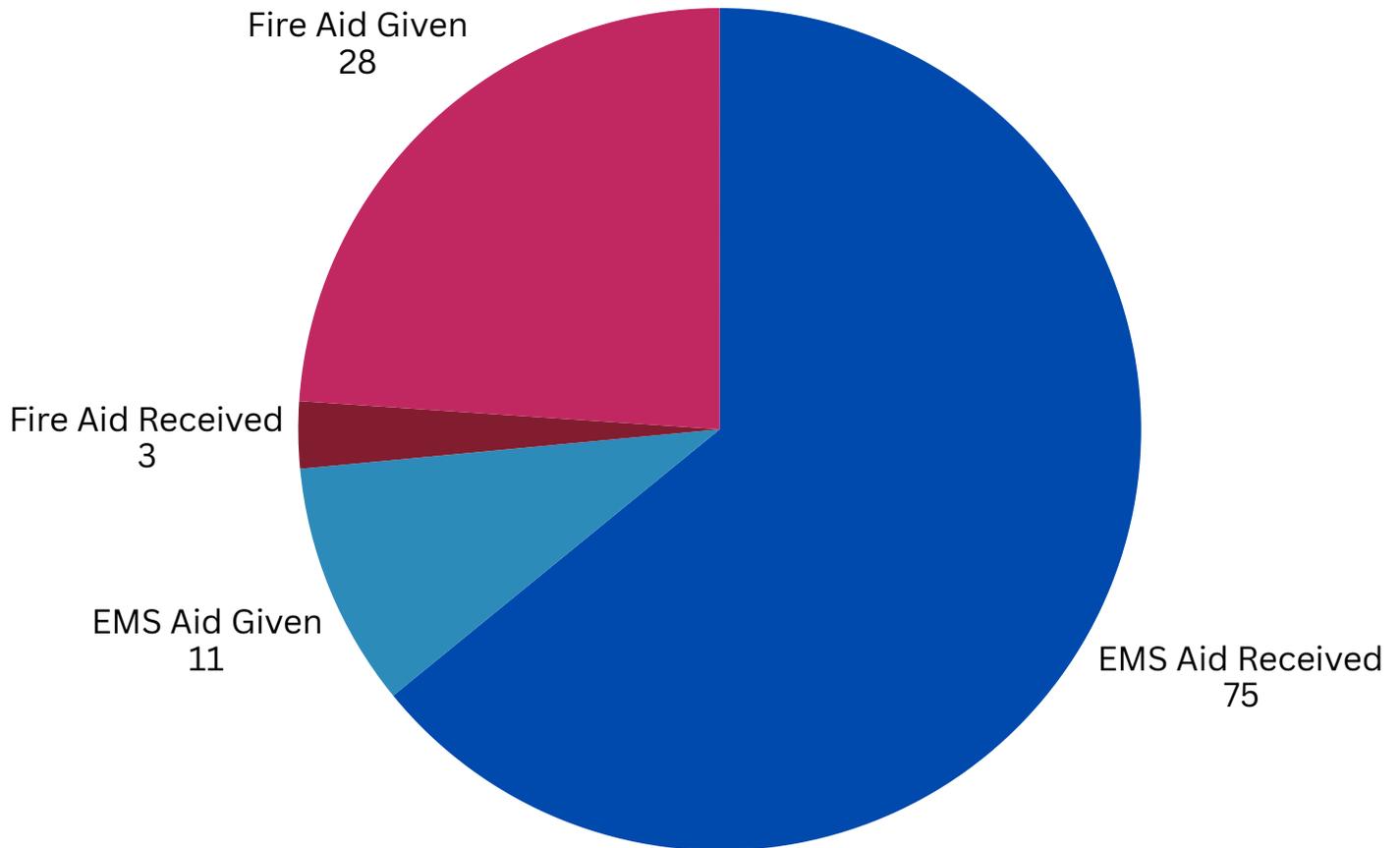
2023- 443

2024- 365

426 Total Calls for October 2025



Aid Given or Received by Neighboring Fire Departments



Call Clusters in October

There were 74 occurrences where 2-5 incidents were happening at the same time.

Inspections	Commercial	Residential
Inspection		
Re-inspection		

Training	On-Shift Hours	Off-Shift Hours
Vehicle Extrication	6	
Vertical Ventilation	13	
Forcible Entry	1	
Hydrants		10
Basic Firefighting Topics	4	
Ground Ladders	1.5	

Misc. Activities	Admin (Hours)	Shift Members (Hours)
Metro Chiefs Meeting	2	
Division 11 Chiefs Meeting	2	
Illinois Fire Chiefs Conference	20	
First Aid Casket Races	3	
Betsy Ross Community Event	1	
Station Rehab Meeting	4	
New CAD meetings	4	
Data Entry	5	17
Scheduling		10



Structure Fires:

- 10/02/25 Forest Park Small Porch Fire
- 10/02/25 Forest Park Fire in Light Fixture
- 10/11/25 Oak Park Structure Fire
- 10/28/25 Oak Park Garage Fire

Vehicle Extrication Training

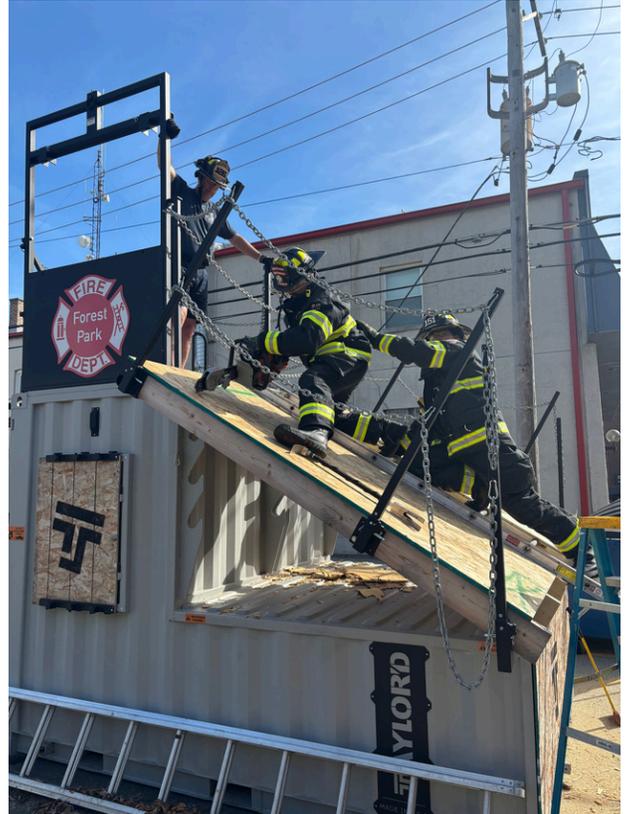
Vehicle extrication training is essential because traffic collisions can turn brutal in seconds, and our crews need to move fast. Modern vehicles are built stronger, equipped with high-voltage systems, and filled with structural complexities that can trap patients in ways not seen a decade ago. Effective extrication isn't about cutting metal—it's about controlling the scene so the patient reaches definitive care within the trauma's Golden Hour. That hour is the critical window where rapid intervention & medical care mean the difference between life and death. Regular hands-on training keeps our firefighters sharp, efficient, and ready to act when every minute matters.



Vertical Ventilation Training

Vertical ventilation is one of those skills where hesitation or sloppy technique can make a bad situation worse, fast.

Whether it's a flat or a pitched roof, crews need to be confident in reading building conditions, moving with purpose, and cutting clean, effective openings that release heat and smoke without compromising safety. Every roof type behaves differently under fire, and the only way to stay sharp is through realistic, repetitive training. Solid ventilation work improves visibility, lowers temperatures, and buys precious time for interior crews and trapped occupants. It's a high-risk, high-reward operation that demands constant practice to execute safely and effectively.





Betsy Ross Visit

Visit to Springfield to advocate for the Fire Department.

Firefighters Memorial



Casket Races

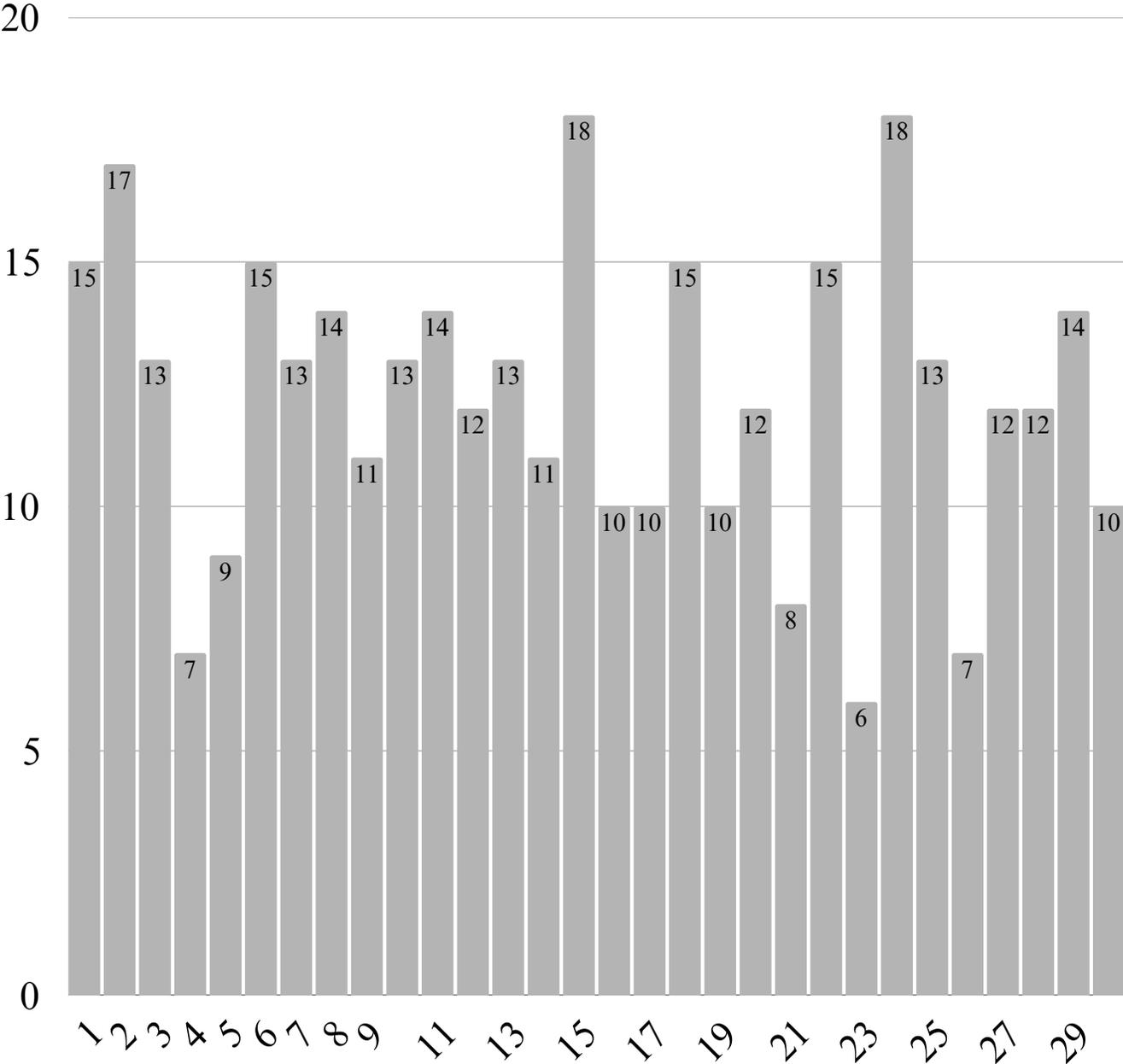
Forest Park Fire Department



November 2025 Report

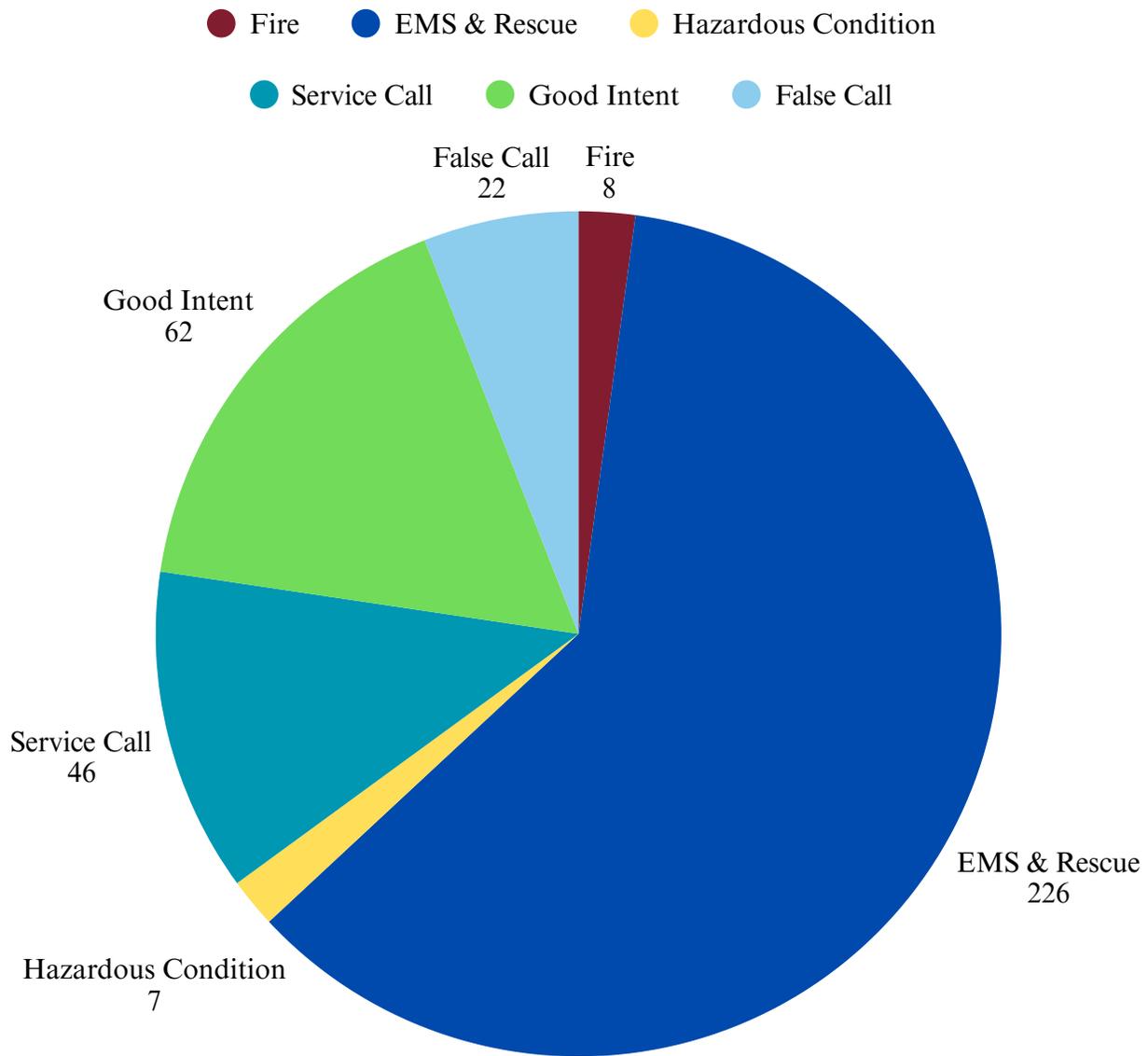
Calls Per Day November 2025

371 Total

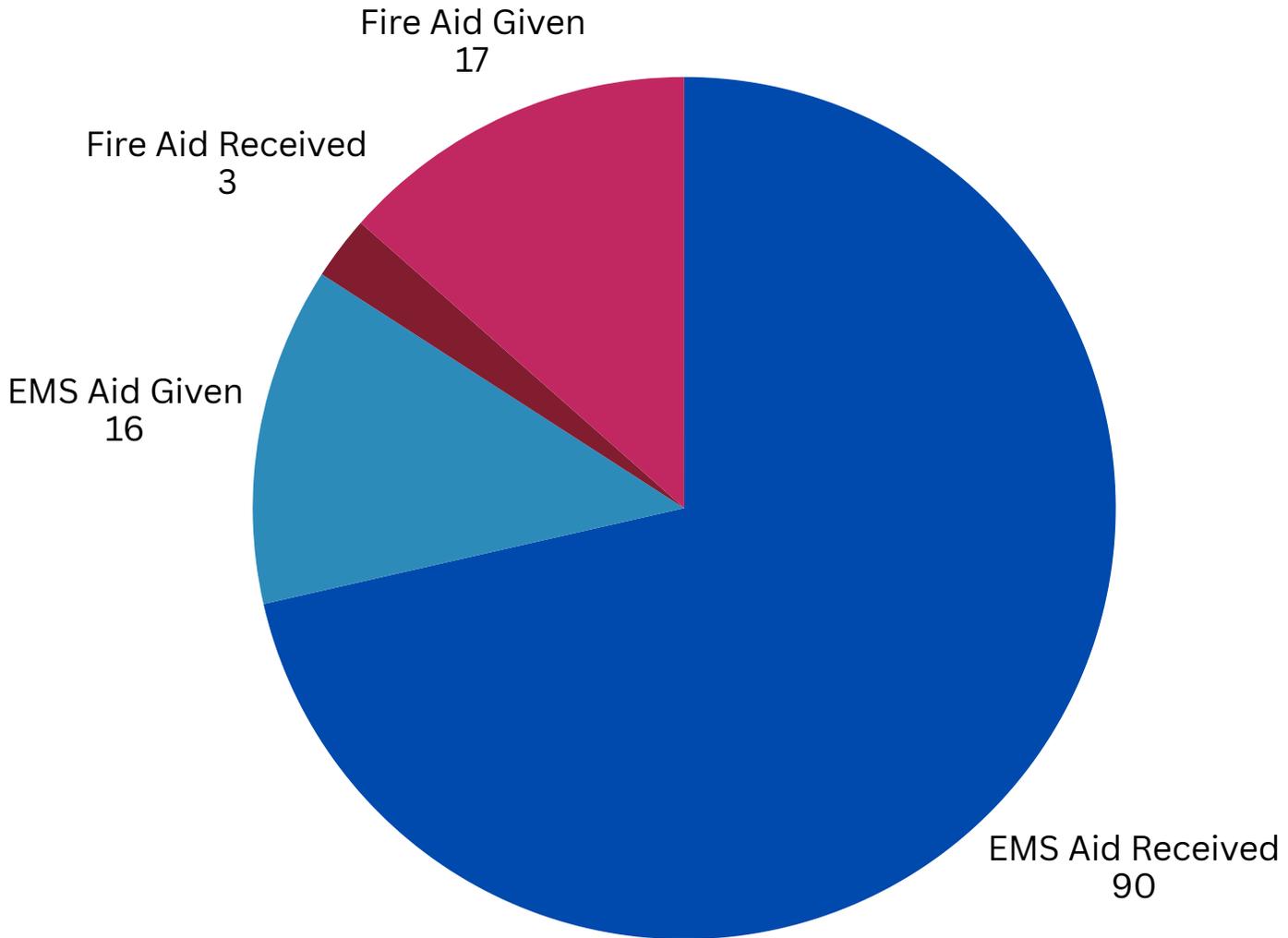


PAST YEARS' CALL VOLUME FOR November
2023- 388
2024- 350

Total Calls for November 2025



Aid Given or Received by Neighboring Fire Departments



Call Clusters in November

There were 71 occurrences in which 2-3 incidents occurred at the same time.

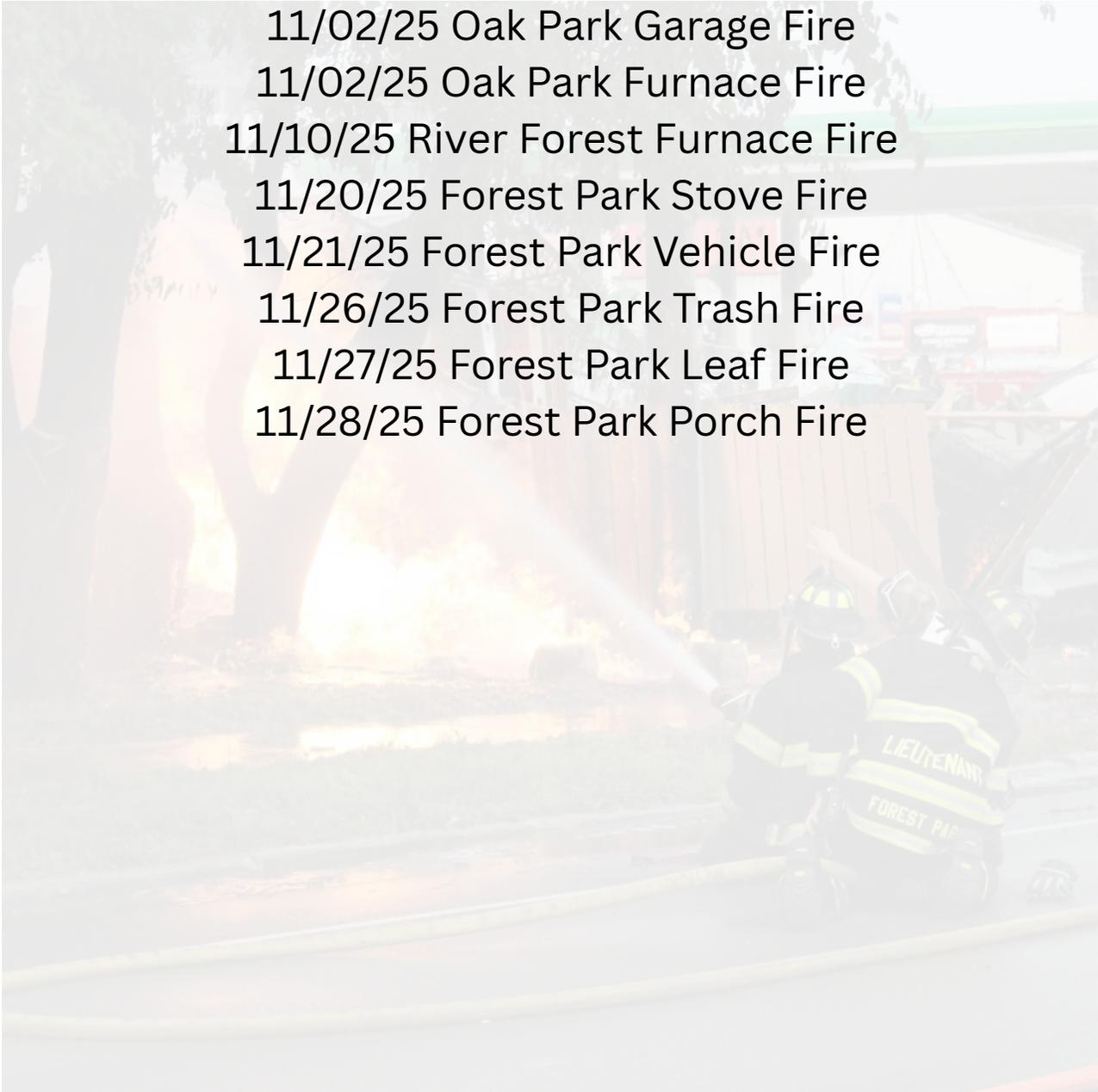
Inspections	Commercial	Residential
Completed	1	3
In-progress	1	1

Training	On-Shift Hours	Off-Shift Hours
EMS Continuing Education	9	
Pediatric Code Simulator	2	
Ropes and Knots	3.5	
SCBA Consumption Drill	6	
Live Fire Training		9
TRT		4

Misc. Activities	Admin (Hours)	Shift Members (Hours)
FD Strategic Goals Meeting	2	
Division 11 Chiefs Meeting	2	
EOP Planning	1	
Metro Chiefs Meeting	2	
Cook County Emergency Management Summit	8	
PMSA Yearly Meeting	1	
Grant White EOP Meeting	1	
Data Entry		18
Scheduling		12

Fire Incidents:

11/02/25 Oak Park Garage Fire
11/02/25 Oak Park Furnace Fire
11/10/25 River Forest Furnace Fire
11/20/25 Forest Park Stove Fire
11/21/25 Forest Park Vehicle Fire
11/26/25 Forest Park Trash Fire
11/27/25 Forest Park Leaf Fire
11/28/25 Forest Park Porch Fire





Pediatric emergencies don't happen often in Forest Park, but when they do, they demand absolute precision. Doctors from Lurie Children's Hospital spent the day running our paramedics through advanced pediatric code simulations—high-acuity, low-occurrence scenarios that challenge even seasoned crews. Their guidance sharpened critical skills, reinforced best practices, and strengthened our readiness for some of the most emotionally charged calls we face. This collaboration helps ensure that our department is prepared to deliver the highest level of care when our youngest and most vulnerable patients need it most.

Division 10 invited the Forest Park Fire Chief to participate in a live-fire training event, providing a chance to work alongside neighboring departments in a realistic, high-heat environment. She assisted in both the command role and interior safety, supporting crews as they advanced lines, searched for victims, managed fire behavior, and refined their tactics under live conditions. These joint trainings strengthen operational coordination across departments and keep everyone sharper for the real thing.



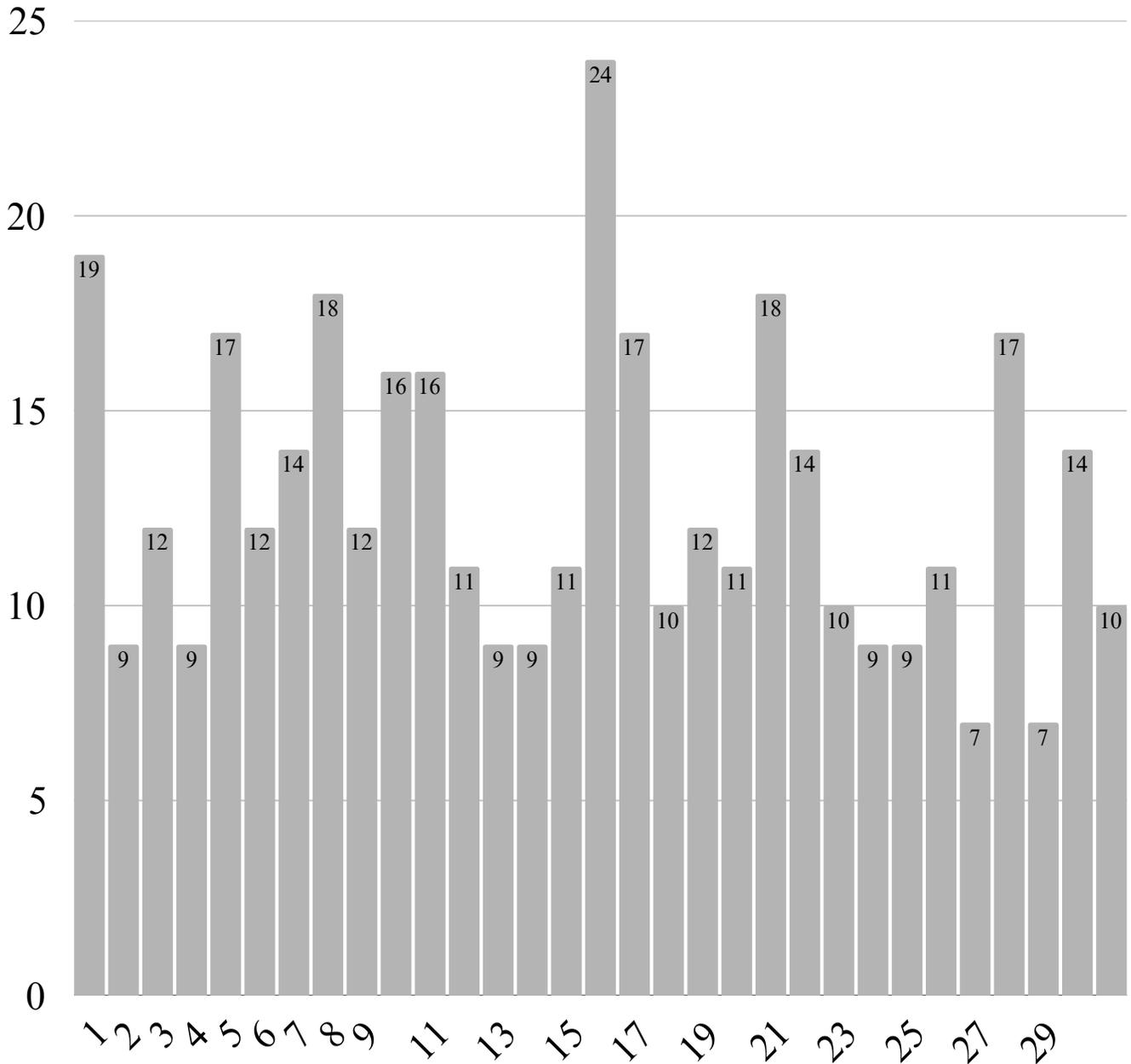
Forest Park Fire Department



December 2025 Report

Calls Per Day December 2025

394 Total



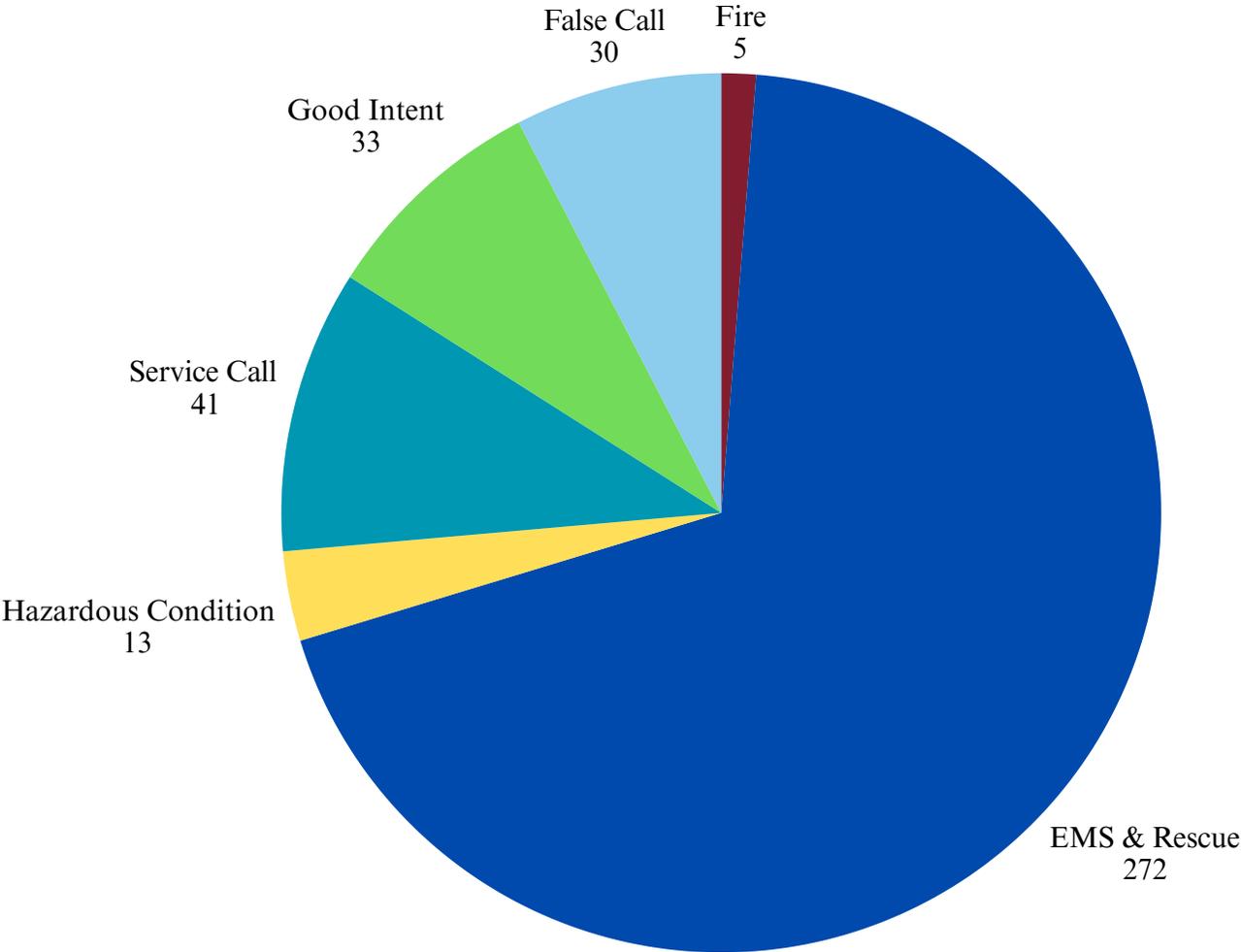
PAST YEARS' CALL VOLUME FOR DECEMBER

2023- 368

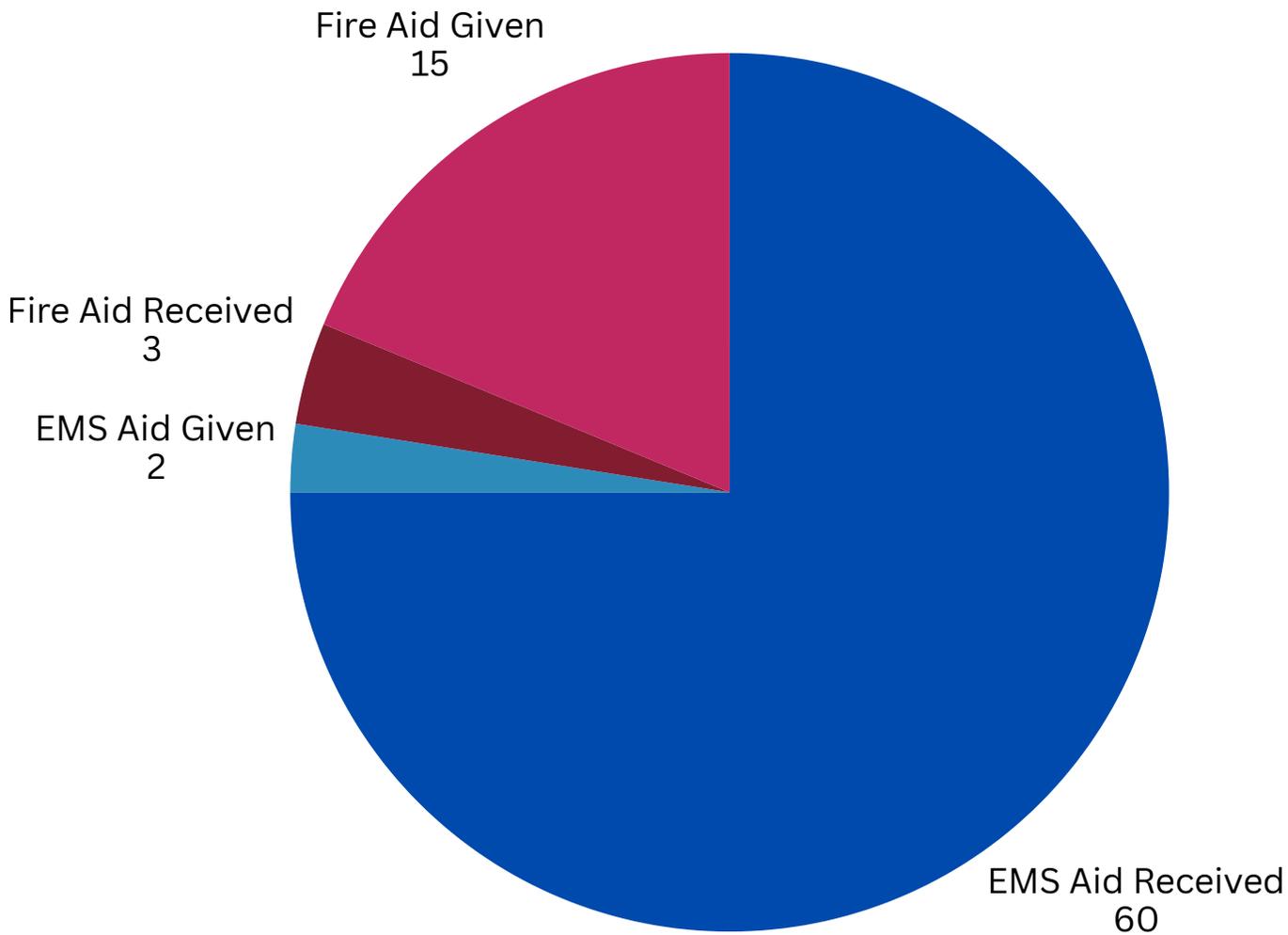
2024- 378

394 Total Calls for December 2025

- Fire
- EMS & Rescue
- Hazardous Condition
- Service Call
- Good Intent
- False Call



Aid Given or Received by Neighboring Fire Departments



Call Clusters in December

There were 63 occurrences in which 2-4 incidents occurred at the same time.

Inspections	Commercial	Residential
Completed		
In-progress		

Training	On-Shift Hours	Off-Shift Hours
Bloodborne Pathogens	5	
Hazmat Awareness	8	
Lockout/ Tagout	7	
Map Exam	1	
SCBA Training	4	
Technical Rescue	6	4

December Training Focus

December is used to complete mandatory training that could not be finished earlier in the year due to call volume, staffing shortages, and scheduled time off. Firefighters are required to complete a significant amount of ongoing training to maintain certifications and operational competency. As an all-hazards response department, the Forest Park Fire Department must remain prepared for a wide range of incidents, and this annual training ensures members remain current, capable, and compliant with required standards.

Misc. Activities	Admin (Hours)	Shift Members (Hours)
Proviso Chiefs meeting with Speaker Welch	2	
Division 11 Chiefs Luncheon	2	
Chamber Holiday Lunch	1	
Metro Chiefs Meeting	2	
Firefighter Graduation	2	
Pierce Tour	16	16
Meetings	5	4
Data Entry	3	17
Scheduling	4	20



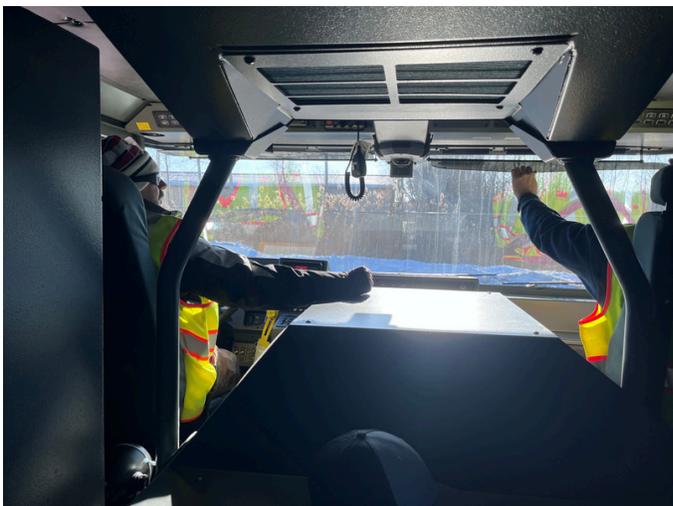
Drew Clift graduated from the
NIPSTA Fire Academy



Proviso Township Fire Chiefs
met with Speaker Chris Welch



FF Hannan, LT Reid, Deputy Chief Maylath, and Chief Hankus toured the Pierce Fire Apparatus Facility



RESOLUTION No.

BE IT RESOLVED by the Council of the Village of Forest Park, Cook County, Illinois, that we dispense with the reading of the individual bills inasmuch as each department head has approved and signed bills in the following aggregate amount for their respective departments.

Refunds and Allocations	300.00
Public Affairs	49,603.65
Police Department	7,076.45
Community Center	2,015.28
Accounts & Finance (Clerks Office)	474,398.43
Accounts & Finance (Fire Department)	171,220.60
Department of Health & Safety	3,692.72
Streets and Public Improvements	94,323.22
Public Property	69,402.48
Seizure	2,347.45
Federal Customs	7,811.86
TIF	13,753.80
VIP	43,353.46
Water Department	138,037.10
TOTAL	\$ 1,077,336.50

ADOPTED BY THE Council of the Village of Forest Park this 12th Day of January 2026

Ayes:

Nays:

Absent:

Rory Hoskins, Mayor

ATTEST:

Megan Roach, Deputy Clerk



Account Number	Vendor	Invoice Date	Amount
100-00-000-4230-135	Ed Canedo	09/11/2025	300.00
		Refunds and Allocations	300.00



Account Number	Vendor	Invoice Date	Amount
100-10-101-6100-100	Storino Ramello & Durkin	11/30/2025	1,383.90
100-10-101-6100-100	Storino Ramello & Durkin	11/30/2025	2,952.74
100-10-101-6100-100	Storino Ramello & Durkin	11/30/2025	294.00
100-10-101-6100-100	Storino Ramello & Durkin	11/30/2025	1,218.00
100-10-101-6120-305	34 Publishing Inc	12/22/2025	3,200.00
100-10-101-6120-305	Corey Thomas	12/10/2025	425.00
100-10-101-6120-305	Forest Park Chamber of Commerce	12/10/2025	270.00
100-10-101-6120-305	Village of Oak Park	12/11/2025	4,470.94
100-10-101-6150-152	Verizon Wireless	12/22/2025	235.64
100-10-101-6150-152	Verizon Wireless	12/22/2025	42.43
100-10-101-6150-202	Woodlake Occupational Health	12/01/2025	761.00
100-10-101-6150-220	Anastasie M. Senat	11/30/2025	495.00
100-10-101-6150-220	Anastasie M. Senat	11/30/2025	330.00
100-10-101-6150-222	American Legal Publishing	12/10/2025	500.00
100-11-111-6100-115	Alliance Pension Consultants LLC	11/30/2025	9,425.00
100-11-111-6100-115	Alliance Pension Consultants LLC	11/30/2025	5,150.00
100-11-111-6100-115	Alliance Pension Consultants LLC	11/30/2025	6,750.00
100-11-111-6110-110	Proxit Technology Solutions Inc	12/11/2025	6,300.00
100-11-111-6110-110	Proxit Technology Solutions Inc	12/11/2025	5,400.00
		Public Affairs	49,603.65



Account Number	Vendor	Invoice Date	Amount
100-12-121-6120-305	Tom McNamara	11/27/2025	63.00
100-12-121-6120-305	Tom McNamara	12/22/2025	154.00
100-12-123-6145-202	T-Mobile USA Inc	11/11/2025	50.00
100-12-123-6145-202	T-Mobile USA Inc	11/11/2025	150.00
100-12-124-6150-114	Thomson Reuters-West	12/01/2025	578.41
100-12-124-6150-114	Critical Reach Inc	12/03/2025	640.00
100-12-125-6145-204	DACRA Adjudication System	11/30/2025	5,401.00
100-12-126-6145-126	Verizon Wireless	12/22/2025	40.04
		Police Department	7,076.45



Account Number	Vendor	Invoice Date	Amount
100-15-154-6170-105	SCHAUERS HARDWARE	10/31/2025	15.28
100-15-169-6810-125	Lauterbach & Amen LLP	12/15/2025	2,000.00
		Community Center	2,015.28



Account Number	Vendor	Invoice Date	Amount
100-00-000-1201-001	Illinois Counties Risk Management Trust	12/10/2025	122,709.63
100-00-000-1201-001	Illinois Counties Risk Management Trust	12/10/2025	65,905.88
100-21-211-5005-030	Samantha Bahena	12/22/2025	1,008.88
100-21-211-6100-150	Allied Benefit Systems	12/29/2025	177.00
100-21-211-6100-150	Allied Benefit Systems	12/29/2025	750.00
100-21-211-6110-110	Gordon Flesch Co Inc	12/05/2025	36.30
100-21-211-6140-104	Megan Roach	12/09/2025	135.65
100-21-211-6140-104	Quill	12/04/2025	39.35
100-21-211-6150-112	Municipal Clerks of Illinois	12/19/2025	65.00
100-21-211-6150-150	AT&T	12/15/2025	1,066.52
100-21-211-6150-150	AT&T	12/15/2025	717.30
100-21-211-6160-001	Alliant Insurance Services Inc - 8377	12/11/2025	10,212.00
100-22-221-6310-410	Fire Service Inc	12/11/2025	267,375.00
100-22-221-6310-410	PremiStar-North	12/02/2025	1,699.92
100-22-221-6320-930	FOP Lodge #24	12/09/2025	2,500.00
	Accounts and Finance (Clerks Office)		474,398.43



Account Number	Vendor	Invoice Date	Amount
100-30-301-6100-170	IL Dept of Healthcare and Family Services - GEMT	11/17/2025	168,048.90
100-30-301-6150-114	Illinois Fire Chiefs Assoc	12/16/2025	450.00
100-30-301-7000-040	Mark Maylath	12/03/2025	75.31
100-30-302-6110-150	Verizon Wireless	12/22/2025	138.19
100-30-302-6110-200	American Test Center Inc	12/08/2025	630.00
100-30-302-6110-200	Grainger Inc.	11/24/2025	145.50
100-30-302-6145-100	Air One Equipment Inc	12/04/2025	277.00
100-30-302-6145-105	Mitchell Kempka	12/07/2025	203.50
100-30-302-6145-306	SCHAUERS HARDWARE	11/30/2025	44.97
100-30-302-6145-321	SCHAUERS HARDWARE	11/30/2025	40.02
100-30-302-6145-323	Health Endeavors SC	12/04/2025	481.00
100-30-302-6150-122	Kevin Kraus	12/16/2025	463.05
100-30-303-6145-300	Henry Schein	12/05/2025	31.22
100-30-303-6145-300	Henry Schein	12/10/2025	191.94
	Accounts and Finance (Fire Department)		171,220.60



Account Number	Vendor	Invoice Date	Amount
100-40-401-5000-017	Raymond Traynor	12/16/2025	855.00
100-40-402-6100-100	Storino Ramello & Durkin	11/30/2025	1,081.50
100-40-402-6100-115	Courtney Kashima	11/30/2025	375.00
100-40-402-6141-003	Christopher Burke Engineering LTD	12/04/2025	245.00
100-40-402-6141-003	Christopher Burke Engineering LTD	12/04/2025	245.00
100-40-402-6141-003	Christopher Burke Engineering LTD	12/04/2025	735.00
100-40-403-6150-230	Elevator Inspection Services	12/08/2025	80.00
100-40-410-6140-202	SCHAUERS HARDWARE	10/31/2025	58.23
100-40-410-6140-202	SCHAUERS HARDWARE	11/30/2025	17.99
	Department of Health and Safety		3,692.72



Account Number	Vendor	Invoice Date	Amount
100-50-502-6140-202	SCHAUERS HARDWARE	10/31/2025	258.66
100-50-502-6140-202	SCHAUERS HARDWARE	11/30/2025	51.73
100-50-502-6185-106	Morton Salt Inc (MSI)	12/08/2025	4,886.43
100-50-502-6185-106	RUSSO POWER EQUIPMENT	12/08/2025	907.50
100-50-502-6185-110	Voss Signs LLC	12/17/2025	720.00
100-50-502-6185-112	Republic Services #551	12/15/2025	2,379.52
100-50-502-6185-501	Republic Services #551	12/15/2025	47,126.10
100-50-502-6185-502	Republic Services #551	12/15/2025	33,314.23
100-50-502-6185-503	Republic Services #551	12/15/2025	4,679.05
	Streets and Public Improvements		94,323.22



Account Number	Vendor	Invoice Date	Amount
100-55-553-6180-160	Com Ed	12/02/2025	32.19
100-55-553-6180-160	Com Ed	12/02/2025	186.90
100-55-553-6180-160	Com Ed	12/02/2025	31.74
100-55-553-6180-160	Com Ed	12/02/2025	613.86
100-55-553-6180-160	Com Ed	12/02/2025	521.91
100-55-553-6180-160	Com Ed	12/02/2025	37.18
100-55-553-6180-160	Com Ed	12/02/2025	31.36
100-55-553-6180-160	Com Ed	12/03/2025	45.01
100-55-570-6155-101	Mohr Oil Company	12/12/2025	10,472.92
100-55-570-6155-106	SCHAUERS HARDWARE	10/31/2025	18.43
100-55-570-6155-106	SCHAUERS HARDWARE	11/30/2025	17.52
100-55-570-6155-106	AM Auto Glass & Windows	12/09/2025	360.00
100-55-570-6155-106	Atlas Bobcat LLC	12/08/2025	237.52
100-55-570-6155-106	Atlas Bobcat LLC	12/10/2025	300.68
100-55-570-6155-106	Currie Motors Chevrolet	11/11/2025	26.25
100-55-570-6155-106	Factory Motor Parts Co	12/04/2025	242.82
100-55-570-6155-106	Linde Gas & Equipment, Inc.	12/23/2025	310.65
100-55-570-6155-106	Linde Gas & Equipment, Inc.	12/23/2025	323.66
100-55-570-6155-106	Terminal Supply Co	12/08/2025	228.51
100-55-570-6155-106	Zeigler Ford North Riverside	11/01/2025	45.02
100-55-570-6155-106	Zeigler Ford North Riverside	12/10/2025	100.80
100-55-570-6155-110	Snap on Industrial	12/02/2025	65.17
100-55-570-6155-112	BC Body Craft Inc	12/03/2025	1,172.32
100-55-570-6155-112	Cummins Inc	12/09/2025	53,280.04
100-55-570-6155-112	NOBS TOWING	12/17/2025	375.00
100-55-580-6155-120	SCHAUERS HARDWARE	10/31/2025	16.19
100-55-580-6155-120	SCHAUERS HARDWARE	11/30/2025	9.88
100-55-580-6180-302	RUSSO POWER EQUIPMENT	12/10/2025	298.95
		Public Property	69,402.48



Account Number	Vendor	Invoice Date	Amount
230-00-000-6150-152	Verizon Wireless	12/22/2025	196.95
230-00-000-6900-230	BC Body Craft Inc	10/30/2025	2,150.50
		Seizure	2,347.45



Account Number	Vendor	Invoice Date	Amount
232-00-000-6900-231	CDS Office Technologies	12/15/2025	624.89
232-00-000-6900-231	College of Du Page	11/20/2025	5,165.00
232-00-000-6900-231	Dan Miller	12/09/2025	38.46
232-00-000-6900-231	Dora Murphy	11/21/2025	168.79
232-00-000-6900-231	Eagle Uniform Company Inc	11/26/2025	102.00
232-00-000-6900-231	J.G. Uniforms	12/10/2025	76.00
232-00-000-6900-231	Motorola Solutions StarCom21Network	12/01/2025	120.00
232-00-000-6900-231	North East Multi-Reg Training	01/16/2025	350.00
232-00-000-6900-231	Ray O'Herron Co Inc	11/26/2025	7.13
232-00-000-6900-231	Alyssa Murphy	12/08/2025	70.00
232-00-000-6900-231	Joe Schick	12/03/2025	100.00
232-00-000-6900-231	TKK Electronics LLC	10/03/2025	989.59
		Federal Customs	7,811.86



Account Number	Vendor	Invoice Date	Amount
304-00-000-6100-100	Storino Ramello & Durkin	11/30/2025	1,617.00
304-00-000-6100-100	Storino Ramello & Durkin	11/30/2025	315.00
304-00-000-6180-114	McAdam Landscaping	12/05/2025	7,150.00
304-00-000-6185-700	The Printing Store	12/22/2025	2,804.00
304-00-000-6185-700	Sternberg Lanterns Inc	12/18/2025	660.00
309-00-000-6100-100	Storino Ramello & Durkin	11/30/2025	840.30
309-00-000-6100-105	Christopher Burke Engineering LTD	12/04/2025	367.50
		TIF	13,753.80



Account Number	Vendor	Invoice Date	Amount
312-00-000-6100-100	Storino Ramello & Durkin	11/30/2025	1,706.25
312-00-000-6100-105	Christopher Burke Engineering LTD	12/04/2025	175.00
312-00-000-6100-105	Christopher Burke Engineering LTD	12/04/2025	2,325.81
312-00-000-6150-152	Verizon Wireless	12/22/2025	74.02
312-00-000-6180-114	SCHAUERS HARDWARE	10/31/2025	145.22
312-00-000-6180-114	SCHAUERS HARDWARE	11/30/2025	54.85
312-00-000-6180-114	McAdam Landscaping	12/11/2025	2,045.00
312-00-000-6180-114	McAdam Landscaping	12/11/2025	4,260.00
312-00-000-6180-114	McAdam Landscaping	12/18/2025	1,735.00
312-00-000-6180-200	Comcast	12/08/2025	200.21
312-00-000-6180-200	PremiStar-North	12/23/2025	537.00
312-00-000-6180-200	PremiStar-North	12/29/2025	795.56
312-00-000-6180-210	Comcast	12/12/2025	2.31
312-00-000-6180-220	Linde Gas & Equipment, Inc.	12/11/2025	99.72
312-00-000-6180-220	Midwest Air Pro Inc.	11/26/2025	9,418.97
312-00-000-6180-220	Tim Stefl Inc	12/02/2025	146.25
312-00-000-6180-240	SCHAUERS HARDWARE	10/31/2025	65.19
312-00-000-6180-240	Comcast	12/07/2025	2.31
312-00-000-6180-240	Westchester Lock & Key Service Inc	12/29/2026	239.00
312-00-000-6180-260	SCHAUERS HARDWARE	11/30/2025	39.54
312-00-000-7000-130	Christopher Burke Engineering LTD	12/04/2025	9,248.75
312-00-000-7000-130	Christopher Burke Engineering LTD	12/04/2025	2,140.00
312-00-000-7000-312	Christopher Burke Engineering LTD	12/04/2025	7,897.50
		VIP	43,353.46



Account Number	Vendor	Invoice Date	Amount
501-00-000-2001-002	Pacific Construction	12/30/2025	1,833.57
501-80-800-6100-100	Storino Ramello & Durkin	11/30/2025	2,535.75
501-80-800-6100-105	Christopher Burke Engineering LTD	12/04/2025	490.00
501-80-800-6110-105	Verizon Wireless	12/22/2025	36.01
501-80-800-6110-105	Verizon Wireless	12/22/2025	36.01
501-80-800-6150-112	Illinois Public Works Mutual Aid Network	12/03/2025	100.00
501-80-800-6150-152	Christopher Burke Engineering LTD	12/04/2025	34,472.83
501-80-800-6150-154	Com Ed	12/02/2025	133.79
501-80-800-6150-154	Com Ed	12/02/2025	27.85
501-80-800-6150-154	Com Ed	12/03/2025	238.53
501-80-800-6150-154	Constellation Energy Services Inc	12/02/2025	2,354.64
501-80-800-6150-154	Constellation Energy Services Inc	12/04/2025	322.84
501-80-800-6150-156	NICOR	12/04/2025	132.77
501-80-800-6150-156	NICOR	12/04/2025	425.55
501-80-800-6155-110	SCHAUERS HARDWARE	11/30/2025	18.13
501-80-800-6155-110	NOBS TOWING	12/11/2025	275.00
501-80-800-6800-111	Suburban Laboratories Inc	08/04/2025	247.50
501-80-800-6800-111	Suburban Laboratories Inc	11/04/2025	705.00
501-80-800-6800-151	Centurion Plumbing Company	12/10/2025	4,935.76
501-80-800-6800-151	Centurion Plumbing Company	12/10/2025	6,879.02
501-80-800-6800-151	Centurion Plumbing Company	12/10/2025	5,846.80
501-80-800-6800-153	Comcast	12/06/2025	98.65
501-80-800-6800-153	CDC ENTERPRISES INC	12/11/2025	2,200.00
501-80-800-6800-155	SCHAUERS HARDWARE	10/31/2025	40.48
501-80-800-7000-003	Christopher Burke Engineering LTD	12/04/2025	19,392.50
501-80-800-7000-006	Christopher Burke Engineering LTD	12/04/2025	38,752.50
501-80-800-7000-006	Christopher Burke Engineering LTD	12/04/2025	11,035.00
501-80-800-7000-006	Chicago Tribune Media Group	11/17/2025	2,106.62
501-80-800-7000-006	Core & Main LP	12/17/2025	2,364.00
Water Department			138,037.10



BIG CITY ACCESS
SMALL TOWN CHARM

Rory E. Hoskins
MAYOR

517 DESPLAINES AVENUE
FOREST PARK, IL 60130
PH: 708-366-2323
FAX: 708-488-0361
www.forestpark.net

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COMMISSIONER
ACCOUNTS & FINANCE

Ryan Nero
COMMISSIONER
PUBLIC HEALTH & SAFETY

Michelle Melin-Rogovin
COMMISSIONER
STREETS & PUBLIC IMPROVEMENTS

Jessica L. Voogd
COMMISSIONER
PUBLIC PROPERTY

Rachell Entler
VILLAGE ADMINISTRATOR

Vanessa Belmonte
VILLAGE CLERK

Memorandum

Date: January 9, 2026

To: Mayor Hoskins
Commissioner Maxham
Commissioner Nero
Commissioner Melin-Rogovin
Commissioner Voogd

From: Rachell Entler, Village Administrator



Re: 01/12/2026 Village Council Meeting Agenda

Dear Council Members,

Please find below a summary of the New Business items scheduled for consideration at the upcoming Village Council meeting. Each item is referenced by its corresponding agenda number for your convenience.

New Business Items-

1. Ordinance waiving bid, ratifying and authorizing the acceptance of a Quote from MES, Inc. for the purchase of SCBA packs

This ordinance seeks approval to waive competitive bidding, accept the MES, Inc. quote and ratify the authorization to replace Self-Contained Breathing Apparatus (SCBA) packs for the Fire Department. The purchase addresses immediate safety and compliance needs (outdated NFPA standards and unit failures). The purchase of the SCBA will be funded through an Assistance to Firefighters Grant (AFG) in the amount of \$218,740.65. Acceptance of the AFG was approved during the October 14, 2025 Village Council meeting. The remaining balance of \$10,937.03 is the required Village match and will be paid for out of the general fund.

2. Ordinance authorizing sale/disposition of surplus property of the Village of Forest Park – Four (4) parking payboxes

This ordinance declares four municipal parking payboxes surplus and authorizes their disposal. Fiscal impact is positive as the Village will avoid future maintenance costs or operating cost increase. Parkers will be directed to use the Passport app or the Parking meter link on the Village’s website to pay for parking in the areas where payboxes have been removed.

3. Resolution authorizing issuance of a Request for Proposal for Residential Municipal Waste, Recycling, and Landscape Waste Collection Services

This resolution seeks authorization to issue an RFP for a new five-year collection agreement (with a potential 1–3 year extension) beginning May 1, 2026. The contract award will determine unit rates paid by the Village starting in FY26–27. The RFP process

will enable staff to seek out competitive rates for refuse collection as well as negotiating services such as electronic recycling and composting.

4. Resolution approving and ratifying execution of a DOJ COPS Hiring Grant

The resolution ratifies acceptance of a \$375,000 COPS Hiring Grant to support police staffing and community-policing capacity. Fiscal impact is favorable—the grant offsets salary/benefit costs for three (3) patrol officers over three (3); a local match commitment required by the grant award will be incorporated into the FY budgets and personnel plans. The hiring of three patrol officers will bring the Police Department closer to the department's roster of 38 sworn officers.

Next Steps Upon Item Approval:

1. **SCBA Purchase (MES):** As the Council is aware, the SCBA was purchased in December to avoid a cost increase of \$10,000 in 2026. This purchase was delayed due to the government shutdown in the Fall. As a result of the shutdown, staff could not accept the grant at the time the Village Council agreed to accept it. Next steps include providing reimbursement documentation as required by the grant.
2. **Surplus Payboxes:** Staff will dispose of payboxes, as well as design and print new signage with instructions on how to pay for parking.
3. **Waste/Recycle/Landscape RFP:** Staff will publish the RFP on Tuesday, January 13th, manage Q&A/addenda; receive/evaluate proposals; and recommend award. The recommended contract will come before the Council at a future date for approval.
4. **COPS Grant:** Submit for reimbursement of expenses as required by the grant.

Should you need further information or have any questions regarding these agenda items, please do not hesitate to ask.

**AN ORDINANCE WAIVING BID, RATIFYING AND AUTHORIZING THE
ACCEPTANCE OF A QUOTE FROM MES, INC. FOR THE PURCHASE
OF NEW SELF-CONTAINED BREATHING APPARATUS (“SCBA PACKS”)
FOR THE VILLAGE’S FIRE DEPARTMENT**

WHEREAS, Section 1-8A-5A of the Village Code of the Village of Forest Park authorizes the corporate authorities of the Village of Forest Park (“Village”) to waive, by fourth-fifths vote of the corporate authorities, the competitive bidding requirements of the Village Code; and

WHEREAS, the corporate authorities of the Village find it advisable, necessary and in the best interest of the public to waive the competitive bidding requirements of Section 1-8A-5A of the Village Code and approve and authorize the acceptance of a quote from MES, Inc. for SCBA Packs for the Village’s Fire Department (“Quote”).

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the Village of Forest Park, Cook County, Illinois, as follows:

Section 1. The facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

Section 2. Pursuant to the provisions of Section 1-8A-5A of the Village Code, the corporate authorities hereby waive advertising for competitive bids and approve and authorize the Village Administrator’s execution of the Agreement with MES for the acceptance of the Quote and purchase of the SCBA Packs, a copy of which quote is attached hereto as Exhibit A and made a part hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Section 3. This Ordinance shall be in full force and effect upon its adoption as provided by law.

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 12th day of January, 2026.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Rory E. Hoskins, Mayor

ATTEST:

Megan Roach, Deputy Village Clerk

EXHIBIT A
QUOTE



(877) 637-3473

Quote

Quote # QT2011072
Date 12/09/2025
Expires 12/31/2025
Sales Rep Granath, Pamela J
PO # DC Maylath
Shipping Method FedEx Ground
Customer FOREST PARK FD (IL)
Customer # C32120

Bill To
 FOREST PARK FD
 517 DES PLAINES AVE.
 FOREST PARK IL 60130
 United States

Ship To
 FOREST PARK FD
 517 DES PLAINES AVE.
 FOREST PARK IL 60130
 United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
X8A45026005B04			Air-Pak XD SCBA (2018 Edition) with CGA Cylinder Connection, 5500 psig, Unpadded Harness with Spring Clips, Standard Belt with No Accessory Pouch, E-Z Flo C5 Regulator with Quick Disconnect Hose (Rectus-type fittings), No EBSS Accessory Hose, No Airline Connection, No Spare Harness Kit, SEMS 3.0, No Case, Packaged 2 SCBA Per Box	22	\$7,965.00	\$175,230.00
FP1M40000000000			3M™ Scott™ Vision C5 Facepiece FP1M40000000000, Gen 2, 4-Strap, Kev, Medium	32	\$390.00	\$12,480.00
200969-01			CYL&VALV,CGA,CARB,45/5500 ASSY	44	\$1,350.00	\$59,400.00
200954-35			RIT-PAK III,5.5,LG,C5,RECTUS	1	\$4,135.00	\$4,135.00
200972-01			CYL&VALV,CGA,CARB,60/5500 ASSY	1	\$1,765.00	\$1,765.00

Date: _____

Phone #: _____

Approval Signature: _____

Rank/Title _____

Contact: C32120 FOREST PARK FD (IL) : Mark Maylath (708) 366-1234

Subtotal \$253,010.00
Shipping Cost \$0.00
Tax Total \$0.00
Total \$253,010.00

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT2011072

Memo

To: Forest Park Village Council

From: Chief Lindsey Hankus

Date: 12/11/2025

Re: Request for Approval to Purchase SCBA Air Packs

I am requesting approval to purchase new self-contained breathing apparatus (SCBA) air packs for the Forest Park Fire Department. Funding for this replacement was included in the current budget, and the equipment is needed due to safety concerns, outdated NFPA compliance, and failures within the existing SCBA packs. I am including the quote from MES, the 3M Scott distributor.

Please let me know if any additional information is needed.

Thank you

VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS

ORDINANCE NO. O - _____ - 26

AN ORDINANCE AUTHORIZING THE SALE OR DISPOSITION OF SURPLUS PROPERTY OF THE VILLAGE OF FOREST PARK

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Forest Park, Cook County, Illinois as follows:

Section 1: Pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4, the corporate authorities of the Village find that four (4) municipal parking payboxes (located at 420 Hannah Ave; 412 Ferdinand Ave; 418 Circle Ave; and 420 Beloit) are no longer necessary, or useful to, or for the best interests of the Village, and further find that it is in the best interest of the Village to dispose of said property.

Section 2: The corporate authorities hereby authorize the Village Administrator to sell or otherwise dispose of four (4) municipal parking payboxes (located at 420 Hannah Ave; 412 Ferdinand Ave; 418 Circle Ave; and 420 Beloit).

The Village Administrator is authorized to sell such items at a public or private sale, or otherwise dispose of such property, in the discretion of the Village Administrator. The Village Administrator shall, in her discretion, determine a minimum price for such items, if such items are to be sold.

Section 3: This Ordinance shall be in full force and effect from and after its passage, approval and publication in accordance with the applicable law.

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 12th day of January, 2026.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 12th day of January, 2026.

Rory E. Hoskins, Mayor

ATTEST:

Megan Roach, Deputy Village Clerk

RESOLUTION NO. R-_____ -26

**A RESOLUTION AUTHORIZING THE ISSUANCE OF A REQUEST
FOR PROPOSALS FOR RESIDENTIAL MUNICIPAL WASTE,
RECYCLING AND LANDSCAPE WASTE COLLECTION SERVICES
FOR THE VILLAGE OF FOREST PARK**

WHEREAS, the corporate authorities of the Village of Forest Park (the “Village”) find it necessary and desirable to issue a request for proposals and to seek responses from qualified companies for residential municipal waste, recycling and landscape waste collection services within the Village (the “RFP”).

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Village Council of the Village of Forest Park, Cook County, Illinois, as follows:

Section 1. The corporate authorities of the Village hereby authorize and direct the Village Administrator to compile, formulate and issue an RFP, for residential municipal waste, recycling and landscape waste collection services within the Village

Section 2. This Resolution shall be in full force and effect from and after its passage and approval as required by law.

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 12th day of January, 2026.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 12th day of January, 2026.

Rory E. Hoskins, Mayor

ATTESTED and filed in my office,
and published in pamphlet form
this _____ day of January, 2026.

Megan Roach, Deputy Village Clerk

**REQUEST FOR PROPOSALS
FOR
MUNICIPAL WASTE, RECYCLABLES AND
LANDSCAPE WASTE COLLECTION SERVICES**

VILLAGE OF



BIG CITY ACCESS

SMALL TOWN CHARM

THE VILLAGE OF FOREST PARK, ILLINOIS

ISSUED: JANUARY 13, 2026

PROPOSALS DUE: FEBRUARY 3, 2026

3:00 P.M.

(DRAFT FOR REVIEW)

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SECTION A. OVERVIEW

1. Request for Proposal

The Village of Forest Park, Illinois (hereinafter known as the "Village") is requesting proposals from qualified firms to provide professional services including residential Municipal Waste, Recyclable Material and Landscape Waste collection services. The Village is furnishing herein a scope of services by which such proposals shall be considered. Any firm (hereinafter "Contractor") desiring to furnish a quotation for such services shall submit proposals following the instructions and format of this Request for Proposal (RFP). The contract will be offered for a five-year initial term, commencing on May 1, 2026, with potentially one extension period of one to three years. Contractors should note that the Village participates in the Regional Disposal Project (RDP) administered by the West Cook County Solid Waste Agency (WCCSWA); all Municipal Waste (but not Recyclable Material or Landscape Waste) collected in the Village must be delivered to an authorized RDP transfer station as further described in Section C of this RFP.

2. Proposal Delivery Procedures

Sealed proposals shall be delivered to the Village Administrator, Village of Forest Park, 517 Des Plaines Avenue, Forest Park, IL 60130 by no later than 3:00 P.M. on Tuesday, February 3, 2026. Sealed envelopes should be clearly labeled "Proposal for Municipal Waste, Recyclables and Landscape Waste Collection Services," and include the Contractor's name. One original and three (3) photocopies of the Proposal shall be furnished, along with one electronic copy (in .pdf format). If sent by mail, the sealed envelope containing the proposals must be enclosed in another envelope addressed to the Village at the location stated in this paragraph.

Proposals received prior to the time of opening will be securely kept, unopened. No responsibility shall be attached to the Village for the premature or non-opening of a Proposal not properly addressed and identified.

Proposals arriving after the above specified time, whether sent by mail, courier or in person, shall not be accepted. These proposals will either be refused or returned unopened. It is the Contractor's responsibility for timely delivery regardless of the method used. Mailed proposals which are delivered after the specified time will not be accepted regardless of the postmarked date or time on the envelope.

Facsimile ("fax") machine transmitted proposals shall not be accepted, nor will the Village transmit the RFP documents to prospective Contractors by way of a facsimile machine.

3. Withdrawals: Declinations

If a Contractor wishes to withdraw a Proposal, the Contractor shall submit written notification of such action to the Administrator no later than the due date and time as specified in Section A-2. Potential Contractors that decline to submit a Proposal are requested to so notify the Village in writing.

4. Competency of Contractors

The Village reserves the right to determine the competence and financial and operational capacity of any Contractor. Upon request of the Village, the Contractor shall furnish additional evidence as may be required by the Village (beyond that which is required in response to this RFP) to evaluate

its ability and resources to accomplish the work required by the scope of services herein. The Village shall unequivocally be the sole and final judge of such competency, and its decision shall be final and not subject to recourse by any person, firm or corporation.

5. Questions

Any questions or exceptions pertaining to the RFP should be directed in writing to the attention of:

Rachell Entler
Village Administrator
517 Des Plaines Avenue
Forest Park, IL 60130
Email: rentler@forestpark.net

The written questions and exceptions, along with the Village's responses, shall be circulated to potential Contractors without identifying the party submitting the questions. Vendors are requested to submit questions or exceptions as early as possible in order to facilitate preparation of any addenda. **The cut-off for receipt of questions or exceptions shall be 5:00 p.m. on Tuesday, January 20, 2026.** Replies and/or addenda will be emailed to all known potential Contractors by 5:00 p.m. on Tuesday, January 27, 2026. Receipt of any addenda must be acknowledged in writing as part of the Proposal. The Village shall not assume responsibility for the receipt by the Contractor of any addenda.

6. RFP Package

Each potential Contractor is instructed to check its RFP package to ensure that it has received a complete document, which consists of the sections and attachments identified in the Table of Contents.

7. Investigation by Potential Contractor

It shall be the responsibility of the Contractor to thoroughly read and understand the information, instructions, and scope of services contained in this RFP. Contractors are expected to fully inform themselves as to the conditions and requirements of the services to be provided. Failure to do so is at the Contractor's own risk. No plea of error or plea of ignorance by the Contractor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Contractor to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the Village. The Village will assume that submission of a Proposal means that the Contractor has familiarized itself with the conditions and requirements and intends to comply with them unless specifically noted otherwise.

8. Checklist of Submittals

The checklist of submittals (refer to Appendix C) is furnished only to help the Contractor ensure that a complete Proposal is submitted. **It is not a substitute for the careful reading of and response to all of the RFP documents.**

9. Statement of Certification

A statement of certification (Appendix B) must be signed and submitted in order for a Proposal to be considered. It is necessary that this be done under oath; therefore, this form must be notarized.

10. Draft Collection Agreement

A draft collection Agreement (“Agreement”) for Municipal Waste, Recycling and Landscape Waste Collection Services is attached to this RFP (Appendix D). The draft Agreement represents the minimum contractual terms desired by the Village. Contractors are strongly encouraged to submit proposals that adhere to the terms of the draft Agreement and must identify any proposed changes to the draft Agreement in their proposals. The Village reserves the right to consider such proposed changes in evaluating proposals, and to negotiate the terms and conditions of the final Agreement.

11. Rejection: Waivers

The Village reserves the right to reject any and all proposals; waive formalities, technical requirements and/or deficiencies and irregularities; solicit new proposals; or further negotiate with the Contractor(s) of its choice if some other manner of negotiation better serves the Village's interests under the RFP and the collection Agreement. The Village reserves the right to award the Proposal to the Contractor which, in the Village's judgment, best serves the needs and interests of the Village and its residents.

12. Proposal Security

Each Proposal shall be accompanied by a Proposal security, which shall be in the form of a bid bond or a certified check or a bank cashier's check in the amount of **Five Thousand Dollars (\$5,000.00)** made payable to the Village. Proposals submitted without the required security shall be rejected.

After formal written notification by the Village that a contract award decision has been made, the Proposal security of the successful Contractor shall be forfeited to the Village in the event that the Contractor shall withdraw its Proposal, or neglect or refuse to enter into a Municipal Waste, Recycling and Landscape Waste Services Agreement and provide the required performance bond, and the Contractor shall be liable for any damages the Village may thereby suffer.

Proposal securities shall be released as follows:

- (a) The successful Contractor's security shall be retained until the Municipal Waste, Recycling and Landscape Waste Services Agreement has been signed and the required performance bond and Certificates of Insurance have been furnished.
- (b) All other securities shall be released upon selection of the top ranked Contractor.

SECTION B. GENERAL INSTRUCTIONS

1. RFP Package

All sections of this RFP package (including appendices) are integral to the desired scope of services, and quotations shall take into account the comprehensive nature of the work. It is intended that the scope of services in this RFP shall become part of a written and signed Agreement for services. The Village reserves the right to further negotiate the terms of any agreement to provide all or part of the services contained in this RFP.

2. Format for Submissions

A properly prepared Proposal shall consist of the following:

- A signed cover letter on the Contractor's letterhead that commits the Contractor, if selected, to carrying out all the provisions of the Proposal. The signed cover letter must be from an officer or employee having the authority to bind the Contractor by signature, and should acknowledge the receipt of any addenda to the RFP.
- Statement of Qualifications. A narrative discussion of the Contractor's qualifications. The length of this discussion will be at the Contractor's discretion, but should address the following:
 - Description of Contractor's business (e.g., number of years in business and services provided).
 - A list of areas or municipalities in the Chicago metropolitan area for which the Contractor furnishes similar services. Provide three (3) customer references.
 - Key personnel and points of contact for performance of the services. Contractors should also provide an overall staffing plan to assure the availability of drivers and other personnel to perform the collection services throughout the term of the Agreement without disruption of service or undue customer complaints.
- Work Plan. A narrative discussion of the Contractor's approach to the work, demonstrating its understanding of the Village's requested services. The length of this discussion will be at the Contractor's discretion, but should address the following:
 - A narrative description of how the Contractor proposes to provide the basic collection services included in the Village's scope of services (Base Proposal, refer to Section C).
 - A description of the equipment that will be used to service the Village.
 - A transition plan describing how the Contractor, if awarded the work, will assure the orderly transition of services with a minimum of service complaints from residents of the Village. At a minimum, the transition plan should address the following: provision of sufficient collection vehicles; delivery of carts to residential units and timing of delivery; customer service capabilities; public outreach and communication (e.g., mailers, web page, etc.); and, coordination with the Village during transition. The

transition plan should also provide a schedule of when such activities would occur prior to the May 1, 2026 start of services.

- A discussion of any Contractor proposed alternatives to the scope of services contained in the RFP. The narrative should provide sufficient detail for the Village to evaluate the proposed alternative(s).
- A narrative discussion detailing any exceptions to the terms and conditions contained in the draft Agreement for services (refer to Appendix D). Contractors may alternatively attach a marked-up version of the draft Agreement, fully annotating any proposed modifications.
- Price quotation sheets (refer to Appendix A).
- Signed and notarized certification form (refer to Appendix B)
- Proposal security (refer to Section A.12)

Failure to submit all of the required information may result in the disqualification of the Contractor from consideration. Contractors may be asked to give an oral presentation of their Proposal at a later date.

All price quotation sheets must be correctly filled in, using ink or entered in typed form. Any erasure or error corrections must be initialed in ink. All forms requiring signatures must be properly signed in ink in the proper spaces. If the Contractor is unable to provide a quotation on a given service alternative, each relevant item on the price quotation sheets must have the words "No quotation" entered thereupon.

3. Minimum Scope of Services: Deviations

The scope of services included in this RFP package describes the services which the Village feels are necessary to meet the performance requirements of the Village and shall be considered the minimum standards expected of the Contractor. Contractors may indicate alternatives to the scope of services if the proposed changes are equal to or greater than what is required by this RFP. All alternatives shall be separately listed, and an explanation shall be provided for such alternatives.

If the Contractor is unable to meet any part of the requested scope of services contained herein, it shall also separately list all requested deviations and provide a justification for such deviations.

If a Contractor does not indicate alternatives to or deviations from the scope of services, the Village shall assume that the Contractor shall fully comply with them. The Village shall be the sole and final judge of compliance with the scope of services.

The Village further reserves the right to determine the acceptability or unacceptability of any and all alternatives and deviations, and to negotiate the effects and costs of any portion of a submitted Proposal including any alternatives and deviations contained therein prior to reaching a decision on the awarding of an Agreement for services. The Village shall unequivocally be the sole and final judge as to whether any alternative or deviation is of an equivalent or better quality of service. This decision is final and shall not be subject to recourse by any person, firm, or corporation.

4. Examination of Service Area

Contractors shall completely inform themselves of all the conditions under which service is to be performed, the service area, and all other relevant matters pertaining to the provision of services including, but not limited to, roads, collection points, collection procedures required, labor required, hours of operation, and all other factors which would affect execution and completion of the work covered by this RFP.

5. Use of Village's Name

Proposers or the selected Contractor are specifically denied the right of using, in any form or medium, the name of Village of Forest Park for public advertising (other than responding to this RFP or identifying the Village as a customer of the Contractor), unless express written permission is granted by the Administrator of the Village. Requests shall be made through the Administrator's Office.

6. Evaluation Criteria

Village staff will evaluate proposals with regard to qualifications and experience, ability to provide services within the identified time schedule, transition plan, equipment, services offered, support of the Village's mission, deviations to the scope of services, exceptions to the terms and conditions of the draft Agreement, and cost of services. The Village reserves the right to reject any and all proposals or to waive any irregularities or deviations in any Proposal if judged to be in the best interest of the Village. All variations, deviations and substitutions proposed by the Contractor must be clearly annotated within its Proposal. The selected Contractor will have submitted the Proposal that is in the best interest of the Village. If a Proposal does not satisfy the minimum requirements as set forth in this RFP, the Proposal may be disqualified from further consideration at the discretion of the Village. The Village may interview proposers as part of its evaluation process.

7. Time Schedule:

The Village expects to adhere to the following time schedule:

Issue RFP	Tuesday, January 13, 2026
Deadline for receipt of questions	Tuesday, January 20, 2026, 5:00 p.m.
Village response/addenda to be sent by	Tuesday, January 27, 2026, 5:00 p.m.
Proposal due date	Tuesday, February 3, 2026, 3:00 p.m.
Interviews/negotiations/award of proposal	February 2026
Transition period	March 2026 – April 2026
Commencement of services	May 1, 2026

SECTION C. GENERAL SCOPE OF SERVICES

1. Purpose of this Section

This Section presents background information on the Village and a summary of the scope of services to be provided by the Contractor. This information is intended to facilitate preparation of Contractor proposals. This summary is not intended to serve as a full and complete description of the scope of services and should be read in conjunction with the draft Agreement for services (Appendix D). It shall be the responsibility of the Contractor to thoroughly read and understand the information and instructions contained in the RFP and appendices.

2. Background

The service area of the Village is depicted on the map in Appendix E. The Village is comprised of approximately 5,281 total units, of which 3,815 are classified as "Residential Units" (units in structures of 1-4 units) and 1,466 are classified as "Condominium Family Units" (units in structures of 5+ units). Refer to Table 1 (and definitions in the draft Agreement in Appendix D). A list of the buildings comprising Condominium Family Units is provided in Appendix F.

Type of Unit	# Properties	# Units (approximate)
Residential Unit (1-4 units)		
Single-Family	1,956	1,956
Duplex	598	1,196
Triplex	141	423
Quad	60	240
Subtotal	2,755	3,815
Condominium Family Unit	82	1,466
Total in Village	2,837	5,281

3. Summary of Current Collection Program

Residential Unit Service (1-4 units)

Residential Units currently receive collection service on Thursday (south of Madison Street) and Friday (north of Madison Street) as shown on the map in Appendix D. Condominium Family Unit buildings receive collection service at least one time per week (although collection days may vary).

Residential Units receive once per week Municipal Waste (trash) collection in 96-gallon Mobile Carts (owned by the Contractor). The Village's program is a "take-all" program. Residents may set out additional trash that does not fit in the Mobile Cart, provided the trash is in rigid cans or plastic bags (not exceeding 35-gallons or 50 pounds in weight). Residents are also allowed to set out up to three (3) cubic yards of Bulk Items per week (e.g., discarded furniture, mattresses, small amounts of construction and demolition debris).

White Goods and larger quantities (> 3 cubic yards) of construction and demolition debris require a special pickup to be arranged by the resident and Contractor. Special pick-ups are paid by the Residential Unit direct to the Contractor.

Residential Units receive once per week collection of Recyclable Material in 64-gallon Mobile Carts (owned by the Contractor). Recyclable Material is collected on the same day as Municipal Waste.

The collection season for Landscape Waste runs from April 1 to November 30. Residential Units are allowed to set out unlimited quantities of Landscape Waste in Kraft paper bags or 30-gallon rigid containers. Landscape Waste is collected on the same day as Municipal Waste and Recyclable Material.

A subscription-based Organic Materials collection option is also offered to Residential Units using 96-gallon Mobile Carts (owned by the Contractor). Residential Units subscribing to this service are allowed to commingle food waste and Landscape Waste in the Contractor-provided Mobile Cart. The season for this service also runs from April 1 to November 30. All arrangements for this subscription program are made between the Residential Unit and the Contractor, and all fees for the service are paid by the Residential Unit to the Contractor.

With the exception of special pick-ups and the subscription Organic Materials collection service, all fees are billed by the Contractor to the Village.

The current cost of Municipal Waste collection is \$9.97/unit/month, which is for collection only and transport to a Regional Disposal Project (RDP) transfer station. The Village pays for all RDP disposal fees once the Municipal Waste is delivered to the designated transfer station. The two approved RDP transfer stations are:

Groot (Elk Grove) 1759 N. Elmhurst Road Elk Grove Village, IL 60007	Groot (McCook) 8475 W. 53 rd Street McCook, IL 60525
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The current cost of Recyclable Material collection is \$6.71/unit/month. This includes the cost of collection and processing the Recyclable Material at a Contractor-selected recycling facility.

The current cost of Landscape Waste collection is \$1.71/property/month. Note that this is the monthly fee per property, not per unit (e.g., a duplex is charged as one property and not as two units). This includes the cost of collection and disposing the Landscape Waste at a Contractor-selected compost facility.

The current cost for the subscription-based Organic Materials collection program is \$122.90 per subscriber per year. The current cost for special collections of Municipal Waste is \$23.32 per cubic yard. Note again these fees are paid by the requesting Residential Unit to the Contractor.

Condominium Family Units

For Condominium Family Unit properties, the Contractor provides an adequate number of dumpster containers for Municipal Waste and 96-gallon Mobile Carts for Recyclable Materials. The Contractor must also provide each Condominium Family Unit with an indoor recycling container suitable for storage under kitchen sinks. Landscape Waste collection service is not provided to condominium properties under the Village's contract.

The current cost of Municipal Waste collection is \$6.24/unit/month, which is for collection only and transport to a Regional Disposal Project (RDP) transfer station. The Village pays for all RDP disposal fees once the Municipal Waste is delivered to the designated transfer station.

The current cost of Recyclable Material collection is \$5.32/unit/month. This includes the cost of collection and processing the Recyclable Material at a Contractor-selected recycling facility.

Other Services

In addition to the above basic services, the current collection agreement includes the following additional services at no additional cost (unless otherwise noted):

- Collection of Municipal Waste and Recyclable Material from five (5) municipal buildings (refer to Appendix D, Attachment A).
- Collection of Municipal Waste and Recyclable Material from four (4) Village-sponsored events.
- Provision of emergency services at the request of the Village, up to \$3,000 per year.
- Provision of roll-off dumpster service to the Public Works Department. The Village pays a "per haul" cost to the Contractor for each roll-off container ordered, as well as RDP disposal costs.

4. Summary of New Collection Program

As part of this Request for Proposal process, the Village is requesting Contractors to provide pricing information for a Base Proposal as further described below. The Base Proposal is substantially similar to the current collection program described in Section C.3 above. Contractors can also propose alternates not contained in the RFP, provided such alternates meet the minimum standards of the Base Proposal and are described in detail in the Contractor's proposal and pricing is provided.

Base Proposal.

The scope of the new collection agreement is summarized below (refer to draft Agreement for services in Appendix D):

- Provide weekly collection and transport of unlimited Municipal Waste; weekly collection, transport and processing of Recyclable Material; and weekly transport and processing of unlimited Landscape Waste to all covered Residential Units. Collection services to be performed on Thursday (south of Madison Street) and Friday (north of Madison Street). Contractor to provide each Residential Unit with a 96-gallon Mobile Cart for Municipal Waste and a 64-gallon Mobile Cart for Recyclable Material. Residential Units may place three (3) cubic yards per week of Bulk Items outside the 96-gallon Mobile Cart.
- At the request of a Residential Unit, provide a special pick-up for Bulk Items exceeding three (3) cubic yards, or for White Goods.
- Provide a minimum of once per week collection of Municipal Waste and Recyclable

Material to all covered Condominium Family Units. Contractor to provide an adequate number of dumpster containers for Municipal Waste and 96-gallon Mobile Carts for Recyclable Material to each condominium property. Contractor shall also provide to each Condominium Family Unit an indoor recyclables container suitable for storage under kitchen sinks.

- All Municipal Waste to be transported to a designated RDP transfer station as identified in Section C.3 above. The Village will pay all RDP disposal fees.
- Offer a subscription-based Organic Materials collection option to Residential Units, including a 96-gallon Mobile Cart. All fees for this service shall be billed directly by the Contractor to the subscribing Residential Unit.
- At no additional cost to the Village, provide collection of Municipal Waste and Recyclable Material from the five (5) municipal buildings identified in Attachment A to Appendix D.
- At no additional cost to the Village, provide collection of Municipal Waste and Recyclable Material from four (4) Village-sponsored festivals each year as requested by the Village.
- At no additional cost to the Village, provide up to \$3,000 per year in emergency services as requested by the Village.
- Provide roll-off dumpster service as requested by the Village, such services to be invoiced on a "per pull" basis.
- Provide a monthly report to the Village of the quantities of Municipal Waste, Recyclable Material and Landscape Waste to the Village as specified in the draft Agreement in Appendix D.
- Provide an itemized monthly invoice to the Village for all collection services performed under the collection Agreement.
- Comply with all requirements of the draft collection Agreement (refer to Appendix D).

The Village currently sponsors a one-week drop-off event for residents to recycle electronic waste. The Village has potential interest in curbside collection of electronic items. Contractors that can provide a curbside collection program for electronics are encouraged to provide details and pricing in their proposals.

5. Contractor's Responsibilities

The Contractor shall provide and furnish all of the labor, materials, necessary tools, expendable equipment and supplies, vehicles, transportation services and processing/disposal services required to perform and complete the collection and transport of Municipal Waste to the RDP transfer station designated by the Village; the collection and processing of Recyclable Material; and, the collection and processing of Landscape Waste.

It is the Village's intention to obtain throughout the term of any future collection Agreement a clean, courteous, well-scheduled and well-executed program for the collection and processing/disposal of Municipal Waste, Recyclable Material and Landscape Waste.

6. Duration of Agreement

The new collection Agreement is offered for a five-year term, with services commencing on May 1, 2026 and continuing through April 30, 2031. The Agreement may be extended for an additional one to three year period pursuant to the extension provisions in the draft Agreement (refer to Appendix D).

7. Public Education

The selected Contractor will be responsible for developing and distributing a service brochure to Residential Units in a manner acceptable to the Village. The brochure will detail the services provided to the residents through Contractor. Whenever there is a change in the service or programs provided, including permanent changes in regularly scheduled collection times, a service brochure shall be issued. The brochure shall include a toll-free telephone number of the Contractor to be used for customer service.

8. Contractor Transition

Should the Village choose a different contractor at the expiration of the collection Agreement, the Contractor shall agree to cooperate with the chosen contractor in effecting an orderly transition, including removal of the Contractor's carts.

9. Payment

Contractor shall submit monthly invoices to the Village except for services billed directly to Residential Units (special pickups and subscription-based Organic Materials collection).

10. Local Improvements

The Village reserves the right to construct any improvement or to permit any construction in any road, which may have the effect for a time of preventing the Contractor from traveling its accustomed route or routes for collection. The Contractor shall, however, by a method acceptable to the Village, continue to collect the Municipal Waste, Recyclable Material and Landscape Waste to the same extent as though no interference existed upon the roads formerly traversed. This shall be done at no extra cost to the Village. The Village agrees to notify and work with the Contractor to resolve any problems due to construction activity.

11. Performance Bonds and Insurance

The successful Contractor shall furnish to the Village a Performance Bond in favor of the Village, specified by name, in the amount of One Hundred and Twenty Thousand Dollars (\$120,000.00) for the services rendered in conjunction with the Contract, said Performance Bond to be executed by a responsible surety company. The Performance Bond guaranteeing performance shall remain in effect for the term of the Contract and shall be delivered upon contract execution. A new Performance Bond shall be delivered to the Village at least one (1) month prior to the expiration date of an existing bond.

The Contractor shall also maintain insurance in the types and amounts specified in the draft collection Agreement (refer to Appendix D).

APPENDIX A. PRICING FORMS

**REQUEST FOR PROPOSALS FOR
MUNICIPAL WASTE, RECYCLING AND LANDSCAPE WASTE
COLLECTION SERVICES**



APPENDIX A. PRICING FORMS (BASE PROPOSAL)

Contractors shall submit pricing for the following services for each year of the contract term in accordance with the Scope of Services for the Base Proposal contained in Section C.4 of the RFP and the terms and conditions of the draft Agreement in Appendix D.

BASE PROPOSAL					
	Year 1 5/1/26 – 4/30/27	Year 2 5/1/27 – 4/30/28	Year 3 5/1/28 – 4/30/29	Year 4 5/1/29 – 4/30/30	Year 5 5/1/30 – 4/30/31
Residential Units (1-4 units)					
Municipal Waste: 96-gal Cart (monthly rate per <u>unit</u>)					
Recyclable Material: 64-gal Cart (monthly rate per <u>unit</u>)					
Landscape Waste (monthly rate per <u>property</u>)					
Additional 64-Gallon Trash Cart (monthly rate per <u>unit</u>)					
Additional 96-Gallon Trash Cart (monthly rate per <u>unit</u>)					
Subscription Organics Cart* (annual rate per <u>unit</u>)					
Special Collection Pick-up* (rate per cubic yard)					
White Goods* (each)					
Condominium Family Units					
Municipal Waste: Dumpsters (monthly rate per <u>unit</u>)					
Recyclable Material: 96-gal Carts (monthly rate per <u>unit</u>)					
Other Services					
Roll-offs (20 cu yd) (price per haul)					
Emergency Services (hourly rate)					
Notes: 1. * Special Collection Pick-up, White Goods and Subscription Organic Materials Collection fees to be billed by Contractor to resident. 2. Landscape Waste is monthly rate per <u>property</u> (e.g., duplex charged as one property and not two units). Monthly rate is charged to Village year-round. 3. All Municipal Waste monthly fees are for <u>collection and transport (only)</u> to a designated RDP transfer station. Village will pay RDP disposal costs. 4. Roll-off service to be quoted as price per haul to a designated RDP transfer station. Village will pay RDP disposal costs. 3. Emergency Services is hourly rate charged by Contractor after \$3,000 annual free allotment exceeded.					

APPENDIX B. CONTRACTOR CERTIFICATION FORM

**REQUEST FOR PROPOSALS FOR
MUNICIPAL WASTE, RECYCLING AND LANDSCAPE WASTE
COLLECTION SERVICES**



APPENDIX B - CERTIFICATION FORM

The undersigned, being an authorized representative of the Contractor, hereby certifies that the Contractor is not barred from submitting a Proposal for this contract as a result of a violation of 30 ILCS 505/10.1 and 10.2 of the Illinois Compiled Statutes concerning proposal rigging, rotating, kickbacks, bribery, and interference with public contracts.

The undersigned hereby certifies that the Contractor is not delinquent in the payment of any tax administered by the State of Illinois Department of Revenue, unless the amount and/or liability is being properly contested in accordance with the procedures established by the appropriate revenue act.

The undersigned hereby certifies that the Contractor is in compliance with Title 7 of the 1964 Civil Rights Act as amended and the Illinois Human Rights Act (775 ILCS 5/1-101, *et seq.*), as amended, under Compliance with Laws in Special Conditions.

The undersigned, having 25 or more employees, does hereby certify pursuant to section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

The undersigned, does hereby certify pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and protection against retaliation.

The undersigned hereby certifies that the Contractor shall comply with all local, state and federal safety standards.

The undersigned hereby also certifies that this Proposal is genuine and not collusive or sham; that said Contractor has not colluded, conspired, connived, or agreed, directly or indirectly, with any other Contractor or person, to put in a sham Proposal, or to refrain from submitting a Proposal; and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the proposed price elements of said Proposal, or that of any other Contractor, or to secure any advantage against any other Contractor or any person interested in the proposed contract.

Printed Name: _____

Title: _____

Signature: _____

Notary public:

Subscribed and sworn before me this _____ day of _____, 2026.

Signature: _____

Seal:

APPENDIX C. PROPOSAL CHECKLIST

**REQUEST FOR PROPOSALS FOR
MUNICIPAL WASTE, RECYCLING AND LANDSCAPE WASTE
COLLECTION SERVICES**



APPENDIX C. PROPOSAL SUBMITTAL CHECKLIST

- Cover Letter
- Contractor's Statement of Qualifications
- Contractor's Work Plan
- Contractor's Proposed Exceptions to Draft Collection Agreement
- Proposal Pricing Forms
- Certification Form (signed and notarized)
- Proposal Security (\$5,000 Bid Bond or Certified/Cashier's Check)

APPENDIX D. DRAFT AGREEMENT

**REQUEST FOR PROPOSALS FOR
MUNICIPAL WASTE, RECYCLING AND LANDSCAPE WASTE
COLLECTION SERVICES**



**AGREEMENT FOR
MUNICIPAL WASTE, RECYCLING AND LANDSCAPE WASTE
COLLECTION SERVICES (DRAFT)**

THIS AGREEMENT ("Agreement") made and entered into this ____ day of _____, 202____, by and between the following parties: the Village of Forest Park, a municipal corporation organized under the laws of the State of Illinois (hereinafter referred to as "Village"), and _____, a corporation authorized to do business in the State of Illinois (hereinafter referred to as "Contractor"):

WITNESSETH

WHEREAS, the Legislature has expressly authorized the exercise of the powers herein, pursuant to the Illinois Municipal Code (65 ILCS 5/11-19-1), which provides that corporate authorities may make contracts for the collection and final disposal of garbage, refuse and ashes; and

WHEREAS, the Village, being desirous of arranging for the disposal of its municipal waste, separate from the services rendered by the Contractor; and

WHEREAS, the Contractor has submitted a proposal for the services desired by the Village; and

WHEREAS, the Contractor acknowledges that the Village has historically provided for the collection of municipal waste as defined herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

- A. Agreement: Agreement shall mean and refer to this contract.
- B. Approved Municipal Waste Container: For Municipal Waste collection, an approved container shall mean a Contractor-supplied Mobile Cart, a Garbage Can or Garbage Bag, as defined in this section below or disposable container weighing no more than fifty (50) pounds suitable for loading into the Contractor's equipment without ripping or tearing, which contains all the waste to be removed.
- C. Bulk Items: Any item of Municipal Waste, as defined herein, which is not able to be adequately reduced to fit in a Village approved Municipal Waste container, such as discarded furniture, fixtures, and small amounts of construction or demolition debris and which can be legally accepted by the disposal site to which it is transported.
- D. Condominium Family Unit: Shall mean and refer to any residential family units located in condominium structures or complexes and which are located within the corporate limits of the Village.

- E. Contractor: Contractor shall mean and refer to person or entity identified above.
- F. Electronic Waste: Shall mean computer, computer monitor, television, printer, electronic keyboard, facsimile machine, videocassette recorder, portable digital music player that has memory capability and is battery powered, digital video disc player, video game console, electronic mouse, scanner, digital converter box, cable receiver, satellite receiver, digital video disc recorder, or small-scale server sold at retail as defined in 415 ILCS 151/1-5.
- G. Garbage Can: A plastic or galvanized metal can with a capacity of not less than fifteen (15) gallons and not to exceed thirty five (35) gallons in size. No Garbage Can shall exceed fifty (50) pounds in weight. All Garbage cans shall have two handles.
- H. Garbage Bag: A disposable heavy-duty plastic bag of no less than 15 gallons and not to exceed 35 gallons. All garbage cans shall be tightly sealed. No garbage bag shall exceed 50 pounds in weight.
- I. Hazardous Waste: Shall mean and refer to a waste or combination of wastes which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause or significantly contribute to an increase in mortality or an increase in serious, irreversible or incapacitating reversible illness; or pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed or which has been identified, by characteristics or listing, as being hazardous or having such impacts pursuant to Section 3001 of the Resource Conservation and Recovery Act of 1976 (P.L. 94-580), pursuant to Pollution Control Board, Federal Regulations or other applicable laws, ordinances or regulations.
- J. Landscape Waste: All accumulations of grass, leaves, and other materials accumulated as the result of the care of lawns which are generated by a Residential Unit.
- K. Mobile Cart: A water tight plastic container that has an attached lid and wheels, with a capacity of no more than 96-gallons, to be supplied by the Contractor exclusively.
- L. Municipal Waste: May sometimes be referred to as Municipal Solid Waste and shall mean and refer to all waste, as defined by Section 3.290 of the Illinois Environmental Protection Act, 415 ILCS 5/3.290, which is not Hazardous and other discarded or abandoned material including, without limitation, garbage, rubbish, Bulk Items and small amounts of building materials and construction or demolition debris, or other similar waste otherwise generated by Residential Units or Condominium Family Units or collected pursuant to nonreimbursable services required under this Agreement. Municipal Waste shall not include Unacceptable Waste, Recyclable Materials, White Goods and Landscape Waste.
- M. Organic Materials. Shall mean food waste excluding shellfish, fish, meat and bones, and Landscape Waste.
- N. Recyclable Material: Shall mean and refer to those materials specified in this Agreement which are to be collected for recycling or reuse and which are generated by Residential Units or Condominium Family Units.

- O. Residential Property: Shall mean and refer to only single family residential structures and any multiple family structure of up to and including four Residential Units and which is located within the corporate limits of the Village.
- P. Residential Unit: Shall mean and refer to only single family residential structures and any Residential Unit located in a multiple family structure of up to and including four units and which is located within the corporate limits of the Village.
- Q. Special Waste: Special waste shall mean potentially infectious medical waste, industrial process waste, pollution control waste as defined in 415 ILCS 5/3.475.
- R. Village: Shall mean and refer to the Village of Forest Park, an Illinois municipal corporation.
- S. Unacceptable Waste: Highly flammable substances, Electronic Waste, Hazardous Waste, liquid wastes, Special Wastes, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material that is not accepted at a facility designated by the West Cook County Solid Waste Agency; and other materials deemed by state, federal or local law, or in the reasonable discretion of the Contractor, to be dangerous or threatening to health or the environment, or which cannot be legally accepted at the designated disposal site.
- T. White Goods: Shall include all ranges, refrigerators, water heaters, freezers, air conditioners, humidifiers, other similar domestic and commercial large appliances and other items required by law to be treated or processed prior to disposal which are discarded by the resident of a Residential Unit or Condominium Family Unit.

II. GENERAL

- A. The Village hereby grants to the Contractor the right, privilege and license for the collection and transportation (but not the transfer or disposal) of Municipal Waste; the collection, transportation, disposal (including processing or treatment prior to disposal as required by law) of White Goods; the collection, transportation, treatment and/or disposal of Landscape Waste; and the collection, transportation, processing and marketing of all Recyclable Materials when residents in Residential Units and Condominium Family Units set such waste and other materials out for collection by the Village, during the term of and in accordance with the provisions contained in this Agreement, commencing on May 1, 2026 until and through April 30, 2031, unless and until terminated as otherwise provided herein.
- B. The Village shall have the option to extend this Agreement for a period of an additional one (1) to three (3) years, by providing written notice of the Village's intention not less than thirty (30) days prior to its expiration. Any extension hereunder shall rigidly adhere to the Agreement, as it exists on the date of the notice to extend; provided, however, that prices during the extension shall be mutually agreed upon.
- C. The Contractor agrees to furnish all labor, material and equipment necessary and incidental to rendering the aforesaid services.
- D. The Contractor shall undertake to perform all services rendered hereunder in a neat, orderly and efficient manner; to use due care and diligence in the performance of said

duties under the terms and provisions of this Agreement; and to provide neat, orderly and courteous personnel on its crews.

- E. The Contractor shall remove all material placed for collection which is to be collected under this Agreement. The Contractor shall be responsible for removing all such material, including spillage on the placement area on private or public property. The Contractor shall close all gates both upon entering and leaving premises and shall close all lids after emptying containers. The Contractor's personnel shall not cut across rear, front or side yards, or flower beds to adjoining premises without permission of the owner.
- F. The Contractor shall designate in writing the person to serve as agent to the Contractor and liaison between his organization and the Village. The Village may, with proper notice given, inspect the Contractor's operations, records and equipment in any manner related to this Agreement at any reasonable time and location.
- G. The Contractor shall not subcontract out or assign its duties under this Agreement to a subcontractor or an assignee without prior written consent of the Village and said consent may be withheld at the Village's sole discretion.
- H. The Village shall separately arrange for the transfer and/or disposal of all Municipal Waste collected and transported under this Agreement.

III. RESIDENTIAL COLLECTION SERVICE

- A. Municipal Waste Collection:
 - 1. Pursuant to the charges under Article VII, the Contractor shall collect and transport, to a facility designated by the Village, all Municipal Waste set out for collection in containers approved by the Village when said containers are placed for collection in the vicinity of the street curb or alley as designated by the Village or in the case of each Condominium structure or complex, at the designated "garbage area" located on the premises as specified by Village Ordinance. Each Residential Unit and Condominium Family Unit may place Bulk Items, not to exceed three cubic-yards per load, per week for collection as a part of the regularly scheduled Municipal Waste collection without additional cost. The Contractor is not responsible for collection of loose materials unless a special pick-up is ordered.
 - 2. Collection shall occur between the hours of 7:00 a.m. and 6:00 p.m.
 - 3. The Contractor, at its sole cost, shall provide each single-family, duplex, triplex and quad Residential Unit with a Village-approved, 96-gallon Municipal Waste Mobile Cart, which shall remain the property of the Contractor. Contractor shall replace any carts that are stolen, lost by the Contractor, or damaged by wildlife or normal wear-and-tear, at its sole cost. Contractor may charge a fee of \$60.00 to replace missing Mobile Carts or Mobile Carts damaged by resident's negligence or abuse. Under special circumstances, and subject to prior written approval by the Village, Residential Units may elect to "trade-in" their 96-gallon Mobile Cart for a 64-gallon Mobile Cart. In such circumstances, the Contractor shall provide and distribute

said 64-gallon Mobile Carts at its sole cost and expense.

4. The Contractor shall provide, at its sole cost and expense, each Condominium structure or complex with municipal waste dumpsters in adequate quantity and of adequate capacity to serve the storage needs of each structure or complex.

B. Recycling Collection:

1. The Contractor shall cooperate with the Village in advertising and promoting the Recycling Program. The Contractor shall be responsible for developing and distributing to every Residential Unit and Condominium Family Unit a brochure explaining the Municipal Waste, Recyclable Material, White Goods and Landscape Waste programs at no cost to the Village. The Contractor shall issue the brochure at least once a year during the term of this Agreement. The Village shall have editorial approval over said brochure.
2. The Contractor shall collect from each Residential Unit and Condominium Family Unit the following Recyclable Material:
 - a. Newsprint;
 - b. Mixed paper which shall include magazines, telephone books, catalogs, junk mail (brochures, advertisements, fliers, etc.), computer paper, stationery, envelopes, bills, greeting cards and brown paper bags;
 - c. Corrugated cardboard and chipboard;
 - d. Glass, which shall include all types of clear and colored glass bottles, jars and containers;
 - e. Plastics, which shall include all plastic bottles and containers labeled PETE 1, HDPE 2, PVC 3, LDPE 4, PP 5 and OTHER 7, and 6- and 12- pack plastic beverage rings and carriers;
 - f. Aluminum, which shall include all types of aluminum food and beverage cans; formed aluminum containers; and aluminum foil;
 - g. All types of metal food and beverage cans;
 - h. Empty aerosol cans; and
 - i. Empty paint cans.
3. Any material placed for collection, which is not specified above or not properly prepared shall not be collected:
 - a. A "SORRY NOTE" is to be placed on the material or container stating the reason the material was not collected. The date, address and reason that

Additional Recyclable Material may be added to the curbside collection system upon mutual written consent of the Village and the Contractor.

the "SORRY NOTE" was issued shall, at the Village's request, be reported to the Village,

- b. The Contractor shall, at its own cost, provide "SORRY NOTES".
4. The Contractor, at its sole cost, shall provide each single-family, duplex, triplex and quad Residential Unit with a Village-approved, 64-gallon Recyclable Material Mobile Cart at the direction of the Village Administrator. The Contractor shall replace any carts that are stolen, lost by the Contractor or damaged by wildlife or damaged by normal wear-and-tear at Contractor's sole cost. The Contractor may charge a fee of \$60.00 to replace missing Mobile Carts or Mobile Carts damaged by resident's negligence or abuse. The Contractor shall supply each condominium building indoor recycling containers suitable for storage under kitchen sinks. The Contractor shall supply one container per Condominium Family Unit for distribution at the commencement of the Agreement.
 5. Village approved 96-gallon Recyclable Material Mobile Carts shall be provided by the Contractor at its sole cost and expense to each condominium structure or complex. Contractor shall provide an adequate quantity of 96-gallon Mobile Carts to serve the storage needs of each condominium structure or complex.
 6. The Contractor may request changes, modifications or alterations in the manner in which residents set out Recyclable Material for collection in order to accommodate changes in collection and/or processing technologies. Any such change, modification or alteration shall be subject to the Village's approval.
- C. Landscape Waste Collection:
1. The Landscape Waste collection season shall be from April 1 to November 30 of each year during the term of this Agreement.
 2. The Contractor shall collect unlimited Landscape Waste segregated from other materials and packaged as follows:
 - a. That is contained within a Village approved 30 gallon or smaller plastic container clearly identified for landscape waste only; or
 - b. That is contained within Kraft paper bags.
 3. Any Landscape Waste placed for collection not meeting the requirements herein shall not be collected. In such an event, the Contractor shall affix thereto:
 - a. A "SORRY NOTE" to be placed on the material or container stating the reason it was not collected. The date, address and reason that the "SORRY NOTE" was issued shall, at the Village's request, be reported to the Village.
 - b. The Contractor shall, at its own cost, provide "SORRY NOTES".

- D. Subscription Organic Materials Collection:
1. Contractor shall offer a seasonal (April 1 to November 30), subscription-based Organic Materials collection program upon request of a Residential Unit. Contractor shall provide a 96-gallon Mobile Organics Cart to each Residential Unit subscribing to such service and shall collect such container on a weekly basis during the specified season. All service arrangements shall be made between Contractor and the subscribing Residential Unit. Contractor shall bill each Residential Unit subscribing to such service at the rates specified in Exhibit B to this Agreement and all fees shall be paid by the Residential Unit. The Village shall not be responsible for payment for any subscription-based Organic Materials collection.

IV. **RESIDENTIAL SERVICE**

- A. The Contractor shall provide regular collection service once each week on Thursdays to each Residential Unit south of Madison Avenue, and once each week on Fridays to each Residential Unit north of Madison Avenue. The Contractor shall provide regular collection service at least once each week to each condominium structure or complex.
- B. Collection routes shall be established by the Contractor within collection areas which shall be designated by the Village. The Contractor shall submit a map designating the collection routes to the Village, for its approval, which approval shall not be unreasonably withheld. The Contractor may, from time to time, propose to the Village changes in routes or days of collection, approval for which shall not be unreasonably withheld. Upon Village's approval of proposed changes, the Contractor shall, at its sole cost and expense, promptly give written and adequate notice to the affected Residential Unit in a manner approved by the Village, in its sole discretion.
- C. Municipal Waste, Recyclable Material and Landscape Waste shall be collected from all Residential Units once each week on the same day and from the same collection point.
- D. Special pick-up service for White Goods or for loads in excess of three cubic yards per Residential Unit or Condominium Family Unit shall be provided to any Residential Units and Condominium Family Units for any type of material collected under this Agreement. The Resident shall contact the Contractor regarding special pick-up service for any of the wastes or materials collected under this Agreement. Except as otherwise expressly contained in this Agreement, cost, container size and pickup frequency shall be determined by an agreement between the Contractor and resident. Special pick-up service shall be provided within 24 hours after receiving a special pick-up request, or on the next business day if a Saturday, Sunday or Holiday is within 24 hours after receiving such request. The Contractor shall provide this service to Residential Units on a C.O.D. basis. Condominium Family Units shall receive special pick-ups at no charge if the material is from a nonprofessional, "do-it-yourself" project and the service is provided on the scheduled service day. Material must be prepared so that it can be loaded into the regular collection truck by the driver without assistance. Material must be placed in the condominium's regular containers or disposable containers provided by the condominium owner. Building material that cannot be placed in containers must be bundled. Bundles must not exceed 60 pounds in weight, two feet in diameter and four feet in length. The Village shall not be responsible for

payment for any special pick-up services.

- E. The Contractor shall prepare and submit to the Village a monthly report accurately detailing:
 - 1. The total weight of the Municipal Waste collected and the location to which it was transported;
 - 2. The weight of Recyclable Materials collected and the facility or facilities to which Recyclable Materials have or will be sent;
 - 3. The value per unit of Recyclable Material, based on publicly-available information, the specific vendors accepting each Recyclable Material and other non-proprietary information, as may be requested by the Village or the West Cook County Solid Waste Agency;
 - 4. The weight of Landscape Waste collected and the site or sites to which it was transported;
 - 5. The number of White Goods collected, their total weight, and the processing facility and disposal site or sites to which they were transported;
 - 6. Any other data reasonably requested by the Village; and
 - 7. The fees paid to each facility for each material collected pursuant to this Agreement, if requested by the Village; and
 - 8. The weekly set-out rates and monthly participation rate for the recycling program.
- F. The Contractor shall furnish all services offered under this Agreement free of charge to all public buildings under the jurisdiction of the Village during the term of this Agreement. Public buildings are listed in Exhibit A to this Agreement.
- G. The Contractor shall, at no charge to the Village, provide Municipal Waste and Recyclable Material services to four (4) Village sponsored festivals each year as requested by the Village. Festivals will include, but are not limited to, Ribfest and Summerfest and last a maximum of two days each. For each such festival the Contractor shall supply sufficient Municipal Waste and Recyclable Material containers as directed by the Village, collect Recyclable Materials and Municipal Waste from the festival(s) and transport those materials to the same facilities as similar materials collected from Residential Units.
- H. At the request of the Village, the Contractor shall provide the services offered under this Agreement free of charge in emergencies to alleviate threats to the public health, safety and welfare and in conjunction with various community events held partially or fully on public property, excluding Village sponsored clean-up events. The Contractor's obligation to provide collection services under this subsection shall be limited to Three Thousand and 00/100 Dollars (\$3,000.00) per year. Any additional costs for said services shall be charged to the Village at the rate listed in Exhibit B to this Agreement.

- I. In order to protect the public health, safety and welfare and at the request of the Village, the Contractor shall collect quantities of Municipal Waste, Recyclable Material, Landscape Waste and White Goods left at the street curb or alley without proper preparation in unusual circumstances (e.g. evictions or “skip-outs”) and shall bill the property owner for the actual cost thereof. The Village agrees to assist the Contractor in identifying the property owner(s) for this purpose.

- J. Holidays. The following days shall be considered holidays for purposes of this Agreement: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day

Should one of these holidays fall on a regularly scheduled collection day, collection shall be one day late after the holiday for the remainder of that week. The Contractor shall inform the residents of each change in schedule due to holidays through local media. No other change in the weekly schedule shall be allowed without prior written consent of the Village.

- K. The Contractor shall provide a local phone number, staffed by an authorized agent, between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, to handle inquiries and complaints connected with services provided under this Agreement. All complaints shall receive prompt and courteous attention from the Contractor. Complaints alleging missed collections shall be investigated promptly and, if verified, the Contractor shall arrange for collection within twenty-four (24) hours of complaint.

- L. If the Contractor is unable to resolve a complaint in a satisfactory manner within seventy-two (72) hours after receipt of a complaint, written notice shall be delivered to the Village with the name and address of the resident, date and time of complaint, nature of complaint and the Contractor's response. The Village shall intervene, mediate the dispute and render a final binding decision.

- M. Services provided by the Contractor shall be performed in a good, workman-like manner.

- N. The Contractor shall furnish capable personnel for use in the crews of the Contractor performing the services specified in this Agreement. The Contractor shall prohibit any drinking of alcoholic beverages or the use of any controlled substance, except by doctor's prescription, by its drivers and crew members while on duty or in the course of performing their duties under this Agreement.

In the event that any of the Contractor's personnel is deemed by the Village to be unfit or unsuitable to perform the services under this Agreement as a result of intoxication, drug use, incompetence, improper attire, or by the virtue of abusive or obnoxious behavior, the Contractor shall immediately remove such person from work within the Village and replace that person with a suitable and competent person at no expense to the Village.

- O. All Municipal Waste, Landscape Waste or Recyclable Material containers damaged by the Contractor shall be repaired or replaced at the sole expense of the Contractor.

- P. The Contractor covenants and agrees to comply with all applicable laws, ordinances and regulations in any manner related to the Contractor's rights, duties, obligations or

operations under this Agreement. The Contractor shall obtain and maintain in effect all licenses and permits necessary to perform its obligations under this Agreement.

- Q. The Contractor shall collect only such materials as required herein. The Contractor shall not collect or transport any Hazardous Waste or any other waste or material which the designated transfer station and/or disposal or other facility receiving such waste is not permitted to receive. The Contractor shall train its employees to screen the materials collected so that nothing restricted from collection by this Agreement is collected.

V. EQUIPMENT

- A. The Contractor shall use modern, enclosed equipment, complete with a hydraulic compacting system in the collection of Municipal Waste and Landscape Waste.
- B. Equipment used in performing the services under this Agreement shall be properly licensed by the State of Illinois and conform to all applicable safety standards.
- C. The appearance and sanitary condition of collection vehicles and other equipment will be maintained to high standards by cleaning, washing, painting and disinfecting as necessary. All equipment operated by the Contractor will be in good repair at all times.
- D. The Contractor shall not store, or allow to be stored, any equipment or materials on private property except in strict compliance with applicable Village Ordinances.

VI. CARE AND DISPOSITION OF MATERIALS

- A. All Municipal Waste shall be removed from the Village at the close of each collection day and transported to a facility designated by the Village at the Contractor's expense. In the event the location of the designated facility changes during the term of this Agreement, and upon request for a rate adjustment by either party, the Village and the Contractor agree to negotiate a change in the rate for Municipal Waste to reflect the Contractor's actual cost for transporting Municipal Waste.
- B. All Landscape Waste shall be disposed of at a facility designed to treat, compost, grind or land apply the waste, unless otherwise authorized by the State of Illinois.
- C. All Recyclable Materials shall be collected, separated and processed to facilitate the sale of Recyclable Material to re-manufacturers for post-consumer use. No materials collected as Recyclable Material shall be deposited at a landfill or waste incinerator without prior written approval of the Village.
- D. The Contractor shall not cause or contribute to litter in the process of making collections.
- E. All materials collected by the Contractor shall be so contained, secured or enclosed during collection and transportation so that leaking, spilling or blowing is prevented.
- F. The Contractor shall immediately clean up and remediate all litter, blowing debris, spills and releases of any material over which it exercises control occurring prior to the delivery of the material to its intended destination.

VII. COST OF RESIDENTIAL SERVICES

A. Standard Municipal Waste Service:

1. The Village shall bill all Residential Units and Condominium Family Units receiving service under this Agreement. The Village shall pay the Contractor for services hereunder on a monthly basis by check or wire transfer. Payment shall not be made by credit card.
2. The cost of collection and transportation of Municipal Waste required under this Agreement for Residential Units shall be billed at the monthly unit rate listed in Exhibit B to this Agreement, with the maximum collection rate of three (3) cubic yards weekly. This base monthly cost shall include the weekly collection and transportation of one 96-gallon Municipal Waste Mobile Cart provided by the Contractor per Residential Unit. A Residential Unit may opt for one 64-gallon Municipal Waste Mobile Cart in lieu of the 96-gallon Mobile Cart. This rate shall apply to structures containing as many as four Residential Units. The cost for the collection and transportation of the Municipal Waste contained in each additional 96-gallon Mobile Cart or each additional 64-gallon Mobile Cart per Residential Unit shall be billed at the rate listed in Exhibit B to this Agreement, which shall include the cost of the Contractor providing the Residential Unit with the additional Mobile Cart. The Contractor shall be responsible, on a monthly basis, for providing the Village with a list of all Residential Units requesting an additional Municipal Waste Mobile Cart.
3. The cost of collection and transportation of Municipal Waste required under this Agreement for Condominium Family Units shall be billed at the monthly unit rate listed in Exhibit B to this Agreement.

B. Standard Recycling Service:

1. The cost of collection and processing Recyclable Material required under this Agreement for Residential Units shall be billed at the monthly unit rate listed in Exhibit B to this Agreement. This base monthly cost shall include the weekly collection and processing of one 64-gallon Recyclable Material Mobile Cart provided by the Contractor per Residential Unit.
2. The cost of collection and processing Recyclable Material required under this Agreement for Condominium Family Units shall be billed at the monthly unit rate listed in Exhibit B to this Agreement.

C. Standard Landscape Waste Service:

1. The cost of Landscape Waste collection, treatment and disposal shall be based upon a monthly fee per Residential Property. The Contractor agrees to provide unlimited Landscape Waste collection from April 1 through November 30 at the year-round monthly per-property rate listed in Exhibit B to this Agreement.

D. Miscellaneous Cost Provisions:

1. The parties agree that the number of Residential Units in the Village as of the date

of this Agreement is 3,815. The number of Condominium Family Units is 1,466. The Village shall determine the number of Residential Units and Condominium Family Units on January first and July first of each year. That determination shall govern the relevant provisions of this Agreement.

- a. There are 1,956 single-family residential properties with a total of 1,956 Residential Units;
 - b. There are 598 two-family residential properties with a total of 1,196 Residential Units;
 - c. There are 141 three family residential properties with a total of 423 Residential Units;
 - d. There are 60 four-flat residential properties with a total of 240 Residential Units;
 - e. There are 82 condominium buildings with a total of 1,466 Condominium Family Units.
2. The Village may designate Residential Units that will be vacant for a period of thirty (30) days or more. The Contractor shall not provide service to those Residential Units and there shall be no charges therefore.
 3. Roll-off containers for Public Works Municipal Waste and Landscape Waste shall be billed by the Contractor to the Village at the per haul rate listed in Exhibit B to this Agreement.
 4. The Contractor will collect and transport Bulk Items in excess of three (3) cubic yards per week as a Special Pick Up at the cubic yard rate listed in Exhibit B to this Agreement for collection. The Contractor will bill the Residential Unit directly for this service.

On or before the fifteenth of each month, the Contractor shall pay to the Village that portion of the proceeds the Contractor has collected from the provision of special pick-ups for Bulk Items and which relates to the disposal of said Bulk Items. That portion of the proceeds is hereby fixed during the term of the Agreement as one-third (1/3) the cubic yard rate listed for special pick-ups in Exhibit B to this Agreement.

5. The cost of collection and disposal of White Goods shall be billed at the rate listed in Exhibit B to this Agreement for each White Good. The Contractor will bill the Residential Unit directly for this service.
6. The Contractor shall be paid only those costs expressly set forth in this Agreement. Any services for which an express cost is not provided shall be performed at the Contractor's sole cost and expense.
7. All fees and expenses due the Contractor under this Agreement are expressly set forth herein. Said fees and expenses shall be the full and only amount due and shall include without limitation:

- a. all applicable taxes and fees; and
- a. the cost of all permits, licenses and all other certifications and approvals required by Federal, State and local laws, regulations and ordinances.

VIII. FINANCIAL ASSURANCE

- A. At the request of the Village, the Contractor shall furnish a year-end financial report and a sworn statement from the Chief Operating Officer of the Contractor verifying the existence and veracity of the report.
- B. The Contractor shall furnish a Performance Bond for the faithful performance of this Agreement, said Performance Bond to be executed by a responsible surety company rated A or better by Best's Insurance Reports. The Bond shall be in the penal sum of One Hundred Twenty Thousand and No/100 Dollars (\$120,000) for the period of this Agreement, including any renewal thereof. The Performance Bond shall be conditioned upon the faithful performance by the Contractor of its obligations under this Agreement and upon its full compliance with all applicable laws, ordinances and regulations. Said Performance Bond shall indemnify the Village against any loss resulting from any breach or failure of performance.
- C. Insurance:
 - 1. The Contractor shall at all times during the pendency of this Agreement maintain in full force and effect Employer's Liability, Worker's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage. Certificates or other evidence of such insurance shall be furnished by the Contractor to the Village prior to the Contractor entering upon the performance of said Agreement. The Contractor shall carry the following types of insurance in at least the limits specified below:

Worker's Compensation	Statutory as amended from time to time
Employer's Liability	\$500,000.00
Bodily Injury Liability Except Automobile	\$2,000,000.00 each occurrence
Property Damage Liability Except Automobile	\$2,000,000.00 each occurrence
Automobile Bodily Injury Liability	\$2,000,000.00 each person \$3,000,000.00 each occurrence
Automobile Property Damage	\$2,000,000.00 each occurrence
Excess Umbrella Liability	\$5,000,000.00 each occurrence

- 2. Said insurance policies shall provide that they cannot be canceled without thirty (30) days prior written notice to the Village. The Contractor shall furnish the Village with certificates evidencing that the insurance provided for herein is maintained by the Contractor. The Village shall be named as an additional insured on each policy other than workers' compensation.

Further, the Contractor's insurance shall include contractual liability coverage of the indemnifications and other potential liabilities under this Agreement.

3. The Insurance coverage specified herein constitutes the minimum requirement and said requirements shall in no way lessen or limit the liability of the Contractor under the terms of this Agreement, or supersede applicable minimum requirements from time to time as set by law. The Contractor shall procure and maintain, at its sole cost and expense, any additional kinds and amounts of insurance which, in the Contractor's own judgment, may be necessary for its proper protection in the prosecution of its duties under this Agreement.
4. The Contractor shall defend, indemnify and forever keep and hold harmless, the Village, its agents, officials, servants and employees against any and all claims for injuries, death, loss, damages, charges, claims of every type, nature and description (including without limitation environmental and patent claims), suits, liabilities judgments, reasonable attorney's fees, costs and expenses in any manner connected with this Agreement or the services rendered hereunder.
5. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by this Agreement, shall in no way limit its responsibility to defend, indemnify, keep and hold harmless and defend the Village, its agents, officials, servants and employees as hereinabove provided.
6. The Contractor's duty to comply with all applicable laws, ordinances and regulations and to indemnify and insure the Village shall survive the termination of this Agreement.
7. The Contractor agrees that in the event a judgment should be entered against the Village or its agents, officials, servants and employees which is in any manner connected or related to this Agreement of the services rendered hereunder, the Contractor shall immediately satisfy same including, but without limitation on the foregoing, all fees, costs and interest in connection therewith.

IX. OTHER CONSIDERATIONS

- A. The Contractor warrants that it is experienced in each of the areas under which it will have duties and obligations under this Agreement and that it has adequate personnel and experience to properly and satisfactorily discharge its duties and obligations under this Agreement.
- B. The Contractor acknowledges that it is an independent contractor and none of its employees, agents or assigns are employees of the Village. The Contractor agrees to pay all dues, unemployment, social security, and other taxes required by law or contract.
- C. Failure of the Contractor to Perform.

1. All terms and conditions of the Agreement are considered material and the failure to perform any of said terms or conditions on the part of the Contractor shall be considered a breach of this Agreement. Should the Contractor fail to perform any of such terms or conditions, the Village shall have the right to terminate this Agreement after five (5) days written notice to the Contractor of the violation and the failure of the Contractor to remedy the violation within said time. In addition to any and all equitable legal remedies available to the Village in the event of a breach, the Village shall have the right to call upon the Performance Bond described in this Agreement. The remedies provided to the Village herein shall be cumulative and not exclusive. No waiver by the Village of a default by the Contractor under this Agreement shall be construed as a waiver by the Village of any subsequent default or failure to perform on the part of the Contractor.
 2. In the event of a failure by the Contractor to provide any of the services required under this Agreement for a period of five (5) days following written notice of such failure, then the Village, at its sole option and by any means, may take such steps as are necessary to furnish services otherwise provided for in this Agreement. Any and all expenses incurred by the Village may be charged against the Contractor and the Performance Bond furnished by the Contractor. In addition, the Village may terminate this Agreement if the failure is not cured within five days following written notice. In addition, the Village may elect, in its sole discretion, to seek any available legal remedy.
 3. The Contractor shall not be paid whenever it fails to provide any service required under this Agreement, even if such failure is caused by events or occurrences of a nature commonly known as "force majeure" or acts of God or strikes beyond the Contractor's control.
- D. This Agreement is not assignable voluntarily, involuntarily or by process of law, without the prior written consent of the Village, which consent may be withheld by the Village in its sole discretion.
- E. The Village may immediately terminate this Agreement under the following circumstances:
1. In the event that the Contractor delivers to the designated facility Municipal Waste or any other materials which the Contractor is not expressly obligated to collect and so deliver under this Agreement. In addition, the Village may withhold all sums otherwise due and owing the Contractor and pursue any other remedy provided for by this Agreement or otherwise provide by law; and
 2. If Contractor becomes insolvent or fails to meet its financial obligations, short of a legal declaration of bankruptcy; and
 3. Filing of bankruptcy by the Contractor and subsequent proceedings thereafter.
 - a. If this Agreement has not been previously terminated by the Village, this Agreement shall automatically terminate in the event the Contractor shall be adjudged bankrupt, either by voluntary or involuntary proceedings, and in no event shall this Agreement be, or be treated as, an asset of Contractor after adjudication of bankruptcy.

- F. The Contractor shall adhere to all applicable Federal, State and local requirements governing equal employment opportunities.
- G. Title to Municipal Waste shall pass to the Village when collected by the Contractor. Title to and liability for Unacceptable Waste shall at no time pass to Contractor or the Village (unless the Village is the generator of such Unacceptable Waste).
- H. Title to Recyclable Materials and Landscape Waste set out for collection shall reside in the Village. The Contractor shall market said materials or dispose of these materials on behalf of the Village. When the Contractor transports them to a processing, disposal or other site (collectively "Disposal Site") on behalf of the Village, title shall pass to the operator of that Disposal Site. If the Disposal Site is paid for taking the materials, the cost paid to the Disposal Site shall be paid solely by the Contractor. If money is paid to the Contractor for the material, the Contractor shall keep the proceeds and shall give an accounting to the Village, quarterly for same.
- I. Applicable Law: This Agreement shall be interpreted according to the laws of the State of Illinois.
- J. Change in Law: The Contractor shall promptly notify the Village of any change in Federal, State or local law, or regulation, which may significantly affect its ability to perform its obligations or will increase the cost of providing the services in accordance with the provisions of this Agreement. If, during the time this Agreement is in effect, any State or Federal law or regulatory change increases collection costs, then the Contractor and Village agree to negotiate in good faith the rates paid to Contractor relating to the services affected by the change in law.
- K. Force Majeure. Notwithstanding anything to the contrary in this Agreement, except for the Village's obligation to pay amounts due to Contractor for services performed, any failure or delay in performance under this Agreement due to contingencies beyond a party's reasonable control, including, but not limited to, riots, strikes, terrorist acts, compliance with applicable laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Agreement.

X. NOTICES

- A. Except as otherwise explicitly provided in this Agreement, all notices permitted or required to be given by the parties to this Agreement shall be in writing and shall be deemed delivered to the addressee when delivered in person on a business day at the address set forth below, or on the third business day after being deposited in the United States Mail for delivery at the address set forth below, postage prepaid, certified or registered mail, return receipt requested.
- B. Notices to the Village shall be addressed to, and delivered at, the following address:

VILLAGE OF FOREST PARK
517 Desplaines Avenue
Forest Park, Illinois 60130
Attention: Village Administrator

- C. Notices to the Contractor shall be addressed to, and delivered at, the following address:

Attention: _____

- D. By notice complying with the requirements of this Article, each party shall have the right to change the address or addressee or both for all future notices to such party.

XI. MEDIATION

- A. Except as set forth below, any dispute, controversy or claim between the Contractor and the Village arising out of or relating to this Agreement, or the breach thereof, shall be settled by a dispute resolution process offered by the West Central Municipal Conference. If such a dispute resolution process is unavailable, the Village shall select a commercial mediation service with which the parties will cooperate in settling the dispute. The commercial mediation service's fee shall be paid by the parties in equal shares. The parties may apply to the courts for judicial relief, only after such alternative dispute resolution or mediation process has been carried on or attempted. Nothing in this paragraph shall be interpreted as otherwise limiting the rights of parties to apply for judicial relief.
- B. No dispute, controversy or claim regarding any change in rate, fees or the structure thereof shall be subject to mediation or alternative dispute resolution.
- C. Any request for an increase, adjustment or other change in the rate structure as provided for herein shall be negotiated exclusively between the parties. If the parties fail to reach agreement, the Village may declare the Agreement terminated upon ninety (90) days prior written notice.

XII. TERMS

- A. The provisions of this Agreement shall be interpreted whenever possible to sustain their legality and enforceability. In the event any provision of this Agreement shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Agreement, shall be in any way affected thereby.
- B. The parties acknowledge that the headings contained in this Agreement are provided for convenience only and are not intended to affect its interpretation.
- C. This Agreement sets forth the entire agreement between the parties, and there are no other understandings or agreements, oral or written, between the parties with respect to the services to be provided, and the rate and charges therefore.
- D. No modification, addition, deletion, revision, alteration, or other change to this Agreement shall be effective unless and until such change is reduced to writing and executed and delivered by the authorized representatives of the Village and the Contractor.

E. Contractor Certifications attached hereto as Attachment C and made a part hereof.

IN WITNESS WHEREOF, the Contractor has caused this Agreement to be executed with its corporate seal affixed thereto, by its duly authorized corporate officials acting pursuant to authority granted by its Board of Directors. The Village has caused this Agreement to be executed by its Village Mayor and Village Clerk acting pursuant to authority granted by its Village Council, all on the day and year first written above.

VILLAGE OF FOREST PARK

By (signature): _____

Printed Name: _____

Title: _____

Attest:

By (signature): _____

Printed Name: _____

Title: _____

CONTRACTOR

By (signature): _____

Printed Name: _____

Title: _____

Attest:

By (signature): _____

Printed Name: _____

Title _____

**ATTACHMENT A
PUBLIC BUILDINGS SERVED**

The Municipal Complex (Village Hall)
Two 2-yard containers (garbage)
517 Des Plaines Avenue

Community Center
One 2-yard container (garbage)
7640 Jackson

Village Public Works Facility
Two 6-yard containers (garbage)
7343 15th Street

Altenheim / The Grove
Twenty 96-gallon carts (garbage), and three 64-gallon carts (recycling)
7824 Madison

Fire Department
One 2-yard container (garbage)
7625 Wilcox

**ATTACHMENT B
FEE SCHEDULE**

BASE PROPOSAL					
	Year 1 5/1/26 – 4/30/27	Year 2 5/1/27 – 4/30/28	Year 3 5/1/28 – 4/30/29	Year 4 5/1/29 – 4/30/30	Year 5 5/1/30 – 4/30/31
Residential Units (1-4 units)					
Municipal Waste: 96-gal Cart (monthly rate per <u>unit</u>)					
Recyclable Material: 64-gal Cart (monthly rate per <u>unit</u>)					
Landscape Waste (monthly rate per <u>property</u>)					
Additional 64-Gallon Trash Cart (monthly rate per <u>unit</u>)					
Additional 96-Gallon Trash Cart (monthly rate per <u>unit</u>)					
Subscription Organics Cart* (annual rate per <u>unit</u>)					
Special Collection Pick-up* (rate per cubic yard)					
White Goods* (each)					
Condominium Family Units					
Municipal Waste: Dumpsters (monthly rate per <u>unit</u>)					
Recyclable Material: 96-gal Carts (monthly rate per <u>unit</u>)					
Other Services					
Roll-offs (20 cu yd) (price per haul)					
Emergency Services (hourly rate)					
Notes: 1. * Special Collection Pick-up, White Goods and Subscription Organic Materials Collection fees to be billed by Contractor to resident. 2. Landscape Waste is monthly rate per <u>property</u> (e.g., duplex charged as one property and not two units). Monthly rate is charged to Village year-round. 3. All Municipal Waste monthly fees are for <u>collection and transport (only)</u> to a designated RDP transfer station. Village will pay RDP disposal costs. 4. Roll-off service to be quoted as price per haul to a designated RDP transfer station. Village will pay RDP disposal costs. 3. Emergency Services is hourly rate charged by Contractor after \$3,000 annual free allotment exceeded.					

**ATTACHMENT C
CERTIFICATION FORM**

The assurances hereinafter made by (Company Name) authorized to do business in the State of Illinois (hereinafter the "Contractor") are each a material representation of fact upon which reliance is placed by the Village of Forest Park, a municipal corporation, (hereinafter the "Village") in entering into the Agreement with the Contractor. The Village may terminate the Agreement if it is later determined that the Contractor rendered a false or erroneous assurance.

I, (Name of Person Certifying), hereby certify that I am the (Office of Person Certifying) of Contractor and as such hereby represent and warrant to the Village, that the Contractor and its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

- (A) not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- (B) not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
- (C) not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in SILCS 385/1;

In addition, the Contractor hereby represents and warrants to the Village, that:

- (A) the Contractor, pursuant to 30 ILCS 580/1 *et seq.* ("Drug-Free Workplace Act"), will provide a drug-free workplace by:
 - (1) Publishing a statement:
 - a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
 - b. Specifying the actions that will be taken against employees for violations of such prohibition;
 - c. Notifying the employee that, as a condition of employment on such Contract, the employee will:
 - i. Abide by the terms of the statement;
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
 - (2) Establishing a drug-free awareness program to inform employees about:
 - a. the dangers of drug abuse in the workplace;
 - b. the Contractor's policy of maintaining a drug-free workplace;

- c. any available drug counseling, rehabilitation, and employee assistance program; and
 - d. the penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement to give a copy of the statement required by Subsection (A)(l) to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;
 - (4) Notifying the Village within ten (10) days after receiving notice under paragraph (A)(l)(c) from an employee or otherwise receiving actual notice of such conviction relating to an employee that performs services for the Village;
 - (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
 - (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
 - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;
- (B) the Contractor has not excluded and will not exclude from participation in, denied the benefits of, subjected to discrimination under, or denied employment to any person in connection with any activity funded under the contract on the basis of race, color, age, religion, national origin, disability, or sex;
 - (C) no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Contractor has disclosed to the Village in writing the name(s) of the holder of such interest;
 - (D) no officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of the Village Code of the Village of Forest Park;
 - (E) the Contractor has not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria

for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of the Village Code of the Village of Forest Park;

- (F) neither the Contractor nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that the Contractor is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person; and
- (G) the Contractor acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.), documents or records prepared or used in relation to work performed under this Contract are considered a public record of the Village; and therefore, within thirty (30) days of completion of the work required of the Contractor under this Contract, the Contractor shall produce to the Village, in electronic format, all records that directly relate to the governmental function performed by the Contractor under this Contract at no additional cost to the Village; and furthermore, the Contractor shall review its records and promptly produce to the Village any additional records in the Contractor's possession which the Village requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.), and the Contractor shall produce to the Village such records within three (3) business days of a request for such records from the Village at no additional cost to the Village.

If any certification made by the Contractor or term or condition in the Agreement changes, the Contractor shall notify the Village of Forest Park in writing within seven (7) days.

CONTRACTOR

By (signature): _____
Printed Name: _____
Title: _____
Date: _____

Notary public:

Subscribed and sworn before me this _____ day of _____, 202__.

Signature: _____

Seal:

APPENDIX E. SERVICE AREA MAP

**REQUEST FOR PROPOSALS FOR
MUNICIPAL WASTE, RECYCLING AND LANDSCAPE WASTE
COLLECTION SERVICES**



VILLAGE OF FOREST PARK OFFICIAL ZONING MAP

VALID THROUGH DECEMBER 31, 2023

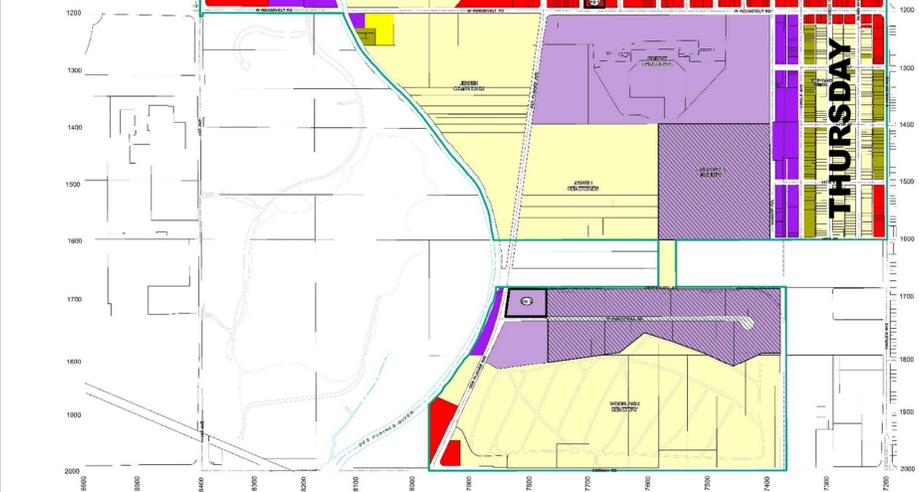


LEGEND

RESIDENTIAL DISTRICT	
[Light Yellow Box]	R-1 LOW DENSITY
[Yellow Box]	R-2 MEDIUM DENSITY
[Dark Yellow Box]	R-3 HIGH DENSITY
COMMERCIAL DISTRICT	
[Light Red Box]	B-1 NEIGHBORHOOD SHOPPING
[Red Box]	B-2 COMMUNITY SHOPPING
[Dark Red Box]	ODD DOWNTOWN BUSINESS
INDUSTRIAL DISTRICT	
[Purple Box]	I-1 LIGHT INDUSTRIAL
[Dark Purple Box]	I-2 INDUSTRIAL
[White Box with Dashed Border]	PLANNED DEVELOPMENT
[White Box with Diagonal Lines]	SEXUALLY ORIENTED BUSINESS OVERLAY DISTRICT
[Green Dashed Line]	VILLAGE LIMITS

UNBARRICADED VILLAGE ELEMENT VILLAGE OF FOREST PARK, ILL.

NOTE: MAP REFLECTS ALL ACTIVITY UP TO DECEMBER 31, 2023. NEIGHBORHOOD BOUNDARY CHANGES, ZONING CHANGES, SUBDIVISIONS AND OTHER DEVELOPMENTS OCCURRING AFTER THIS DATE ARE NOT REFLECTED.



INDEX OF PLANNED DEVELOPMENTS

1. MADISON COMMONS 0-48-26, 0-50-03
2. THE RESIDENCES AT THE GROVE 0-41-06, 0-43-05
3. LIFETIME STORAGE 0-38-13
4. HARMONY 0-35-15
5. DOLLAR TREE 0-16-16
6. ANN BUSHEN TOWNHOMES 0-30-17
7. 7323 W. HARRISON 0-15-17

CHRISTOPHER B. BURKE ENGINEERING LTD.
2075 West Higgins Road, Suite 600
Downers Grove, Illinois 60518
(647) 823-0900

NOTE: PARCEL BOUNDARIES BASED ON COOK COUNTY ACCESSORS DATABASE CREATED DEC. 20, 2019

APPENDIX F. CONDOMINIUM BUILDINGS

**REQUEST FOR PROPOSALS FOR
MUNICIPAL WASTE, RECYCLING AND LANDSCAPE WASTE
COLLECTION SERVICES**



CONDOMINIUM BUILDINGS			
Address	# Units	Address	# Units
235 Marengo	98	205 Circle	12
7753 VanBuren	70	1101 Harlem	12
7757 VanBuren	70	926 Dunlop	11
850 Desplaines Ave	68	424 Elgin	11
310 Lathrop	67	33 Rockford	11
320 Circle	62	7444 Washington	10
211 Elgin	60	7740 Harvard	10
7443 Washington	50	416 Marengo	9
7449 Washington	48	313 Elgin	9
314 Lathrop	48	122 Circle	9
115 Marengo	45	502 Beloit	9
7432 Washington	43	517-33 Grove Lane	9
7314 Randolph	42	316 Marengo	9
215 Marengo	40	539 Jackson	9
7428 Washington	40	238-52 Elgin	8
140 Marengo	36	7410 Dixon	8
146-48 Circle	34	601-15 Grove Lane	8
227 Elgin	33	600-14 Grove Lane	8
7320 Dixon	32	501-15 Grove Lane	8
500 Beloit	30	812 Thomas	7
7200 Adams	22	617-29 Grove Lane	7
7635 Jackson	21	616-628 Grove Lane	7
600 Elgin	20	1100 Hannah	6
32 Elgin	18	230 Circle	6
1539 Harlem	18	839 Lathrop	6
1533 Harlem	17	837 Lathrop	6
7233 Randolph	16	520-30 Grove Lane	6
234 Circle	13	533 Jackson	6
7301 Dixon	12	1225 Elgin	5
7240 Franklin	12	309 Elgin	5
7240 Dixon	12	329 Marengo	5
1130 Dunlop	12	142-6 Rockford	5

Total Unit Count: 1,466
Total Property Count: 82

**REQUEST FOR PROPOSALS
FOR
MUNICIPAL WASTE, RECYCLABLES AND
LANDSCAPE WASTE COLLECTION SERVICES**



THE VILLAGE OF FOREST PARK, ILLINOIS

ISSUED: JANUARY 13, 2026

PROPOSALS DUE: FEBRUARY 3, 2026

3:00 P.M.

(DRAFT FOR REVIEW)

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SECTION A. OVERVIEW

1. **Request for Proposal**

The Village of Forest Park, Illinois (hereinafter known as the "Village") is requesting proposals from qualified firms to provide professional services including residential Municipal Waste, Recyclable Material and Landscape Waste collection services. The Village is furnishing herein a scope of services by which such proposals shall be considered. Any firm (hereinafter "Contractor") desiring to furnish a quotation for such services shall submit proposals following the instructions and format of this Request for Proposal (RFP). The contract will be offered for a five-year initial term, commencing on May 1, 2026, with potentially one extension period of one to three years. Contractors should note that the Village participates in the Regional Disposal Project (RDP) administered by the West Cook County Solid Waste Agency (WCCSWA); all Municipal Waste (but not Recyclable Material or Landscape Waste) collected in the Village must be delivered to an authorized RDP transfer station as further described in Section C of this RFP.

2. **Proposal Delivery Procedures**

Sealed proposals shall be delivered to the **Village Administrator, Village of Forest Park, 517 Des Plaines Avenue, Forest Park, IL 60130 by no later than 3:00 P.M. on Tuesday, February 3, 2026.** Sealed envelopes should be clearly labeled "Proposal for Municipal Waste, Recyclables and Landscape Waste Collection Services," and include the Contractor's name. One original and three (3) photocopies of the Proposal shall be furnished, along with one electronic copy (in .pdf format). If sent by mail, the sealed envelope containing the proposals must be enclosed in another envelope addressed to the Village at the location stated in this paragraph.

Proposals received prior to the time of opening will be securely kept, unopened. No responsibility shall be attached to the Village for the premature or non-opening of a Proposal not properly addressed and identified.

Proposals arriving after the above specified time, whether sent by mail, courier or in person, shall not be accepted. These proposals will either be refused or returned unopened. It is the Contractor's responsibility for timely delivery regardless of the method used. Mailed proposals which are delivered after the specified time will not be accepted regardless of the postmarked date or time on the envelope.

Facsimile ("fax") machine transmitted proposals shall not be accepted, nor will the Village transmit the RFP documents to prospective Contractors by way of a facsimile machine.

3. **Withdrawals: Declinations**

If a Contractor wishes to withdraw a Proposal, the Contractor shall submit written notification of such action to the Administrator no later than the due date and time as specified in Section A-2. Potential Contractors that decline to submit a Proposal are requested to so notify the Village in writing.

4. **Competency of Contractors**

The Village reserves the right to determine the competence and financial and operational capacity of any Contractor. Upon request of the Village, the Contractor shall furnish additional evidence as may be required by the Village (beyond that which is required in response to this RFP) to evaluate

its ability and resources to accomplish the work required by the scope of services herein. The Village shall unequivocally be the sole and final judge of such competency, and its decision shall be final and not subject to recourse by any person, firm or corporation.

5. **Questions**

Any questions or exceptions pertaining to the RFP should be directed in writing to the attention of:

Rachell Entler
Village Administrator
517 Des Plaines Avenue
Forest Park, IL 60130
Email: rentler@forestpark.net

The written questions and exceptions, along with the Village's responses, shall be circulated to potential Contractors without identifying the party submitting the questions. Vendors are requested to submit questions or exceptions as early as possible in order to facilitate preparation of any addenda. **The cut-off for receipt of questions or exceptions shall be 5:00 p.m. on Tuesday, January 20, 2026.** Replies and/or addenda will be emailed to all known potential Contractors by 5:00 p.m. on Tuesday, January 27, 2026. Receipt of any addenda must be acknowledged in writing as part of the Proposal. The Village shall not assume responsibility for the receipt by the Contractor of any addenda.

6. **RFP Package**

Each potential Contractor is instructed to check its RFP package to ensure that it has received a complete document, which consists of the sections and attachments identified in the Table of Contents.

7. **Investigation by Potential Contractor**

It shall be the responsibility of the Contractor to thoroughly read and understand the information, instructions, and scope of services contained in this RFP. Contractors are expected to fully inform themselves as to the conditions and requirements of the services to be provided. Failure to do so is at the Contractor's own risk. No plea of error or plea of ignorance by the Contractor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Contractor to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the Village. The Village will assume that submission of a Proposal means that the Contractor has familiarized itself with the conditions and requirements and intends to comply with them unless specifically noted otherwise.

8. **Checklist of Submittals**

The checklist of submittals (refer to Appendix C) is furnished only to help the Contractor ensure that a complete Proposal is submitted. **It is not a substitute for the careful reading of and response to all of the RFP documents.**

9. Statement of Certification

A statement of certification (Appendix B) must be signed and submitted in order for a Proposal to be considered. It is necessary that this be done under oath; therefore, this form must be notarized.

10. Draft Collection Agreement

A draft collection Agreement (“Agreement”) for Municipal Waste, Recycling and Landscape Waste Collection Services is attached to this RFP (Appendix D). The draft Agreement represents the minimum contractual terms desired by the Village. Contractors are strongly encouraged to submit proposals that adhere to the terms of the draft Agreement and must identify any proposed changes to the draft Agreement in their proposals. The Village reserves the right to consider such proposed changes in evaluating proposals, and to negotiate the terms and conditions of the final Agreement.

11. Rejection: Waivers

The Village reserves the right to reject any and all proposals; waive formalities, technical requirements and/or deficiencies and irregularities; solicit new proposals; or further negotiate with the Contractor(s) of its choice if some other manner of negotiation better serves the Village's interests under the RFP and the collection Agreement. The Village reserves the right to award the Proposal to the Contractor which, in the Village's judgment, best serves the needs and interests of the Village and its residents.

12. Proposal Security

Each Proposal shall be accompanied by a Proposal security, which shall be in the form of a bid bond or a certified check or a bank cashier's check in the amount of **Five Thousand Dollars (\$5,000.00)** made payable to the Village. Proposals submitted without the required security shall be rejected.

After formal written notification by the Village that a contract award decision has been made, the Proposal security of the successful Contractor shall be forfeited to the Village in the event that the Contractor shall withdraw its Proposal, or neglect or refuse to enter into a Municipal Waste, Recycling and Landscape Waste Services Agreement and provide the required performance bond, and the Contractor shall be liable for any damages the Village may thereby suffer.

Proposal securities shall be released as follows:

- (a) The successful Contractor's security shall be retained until the Municipal Waste, Recycling and Landscape Waste Services Agreement has been signed and the required performance bond and Certificates of Insurance have been furnished.
- (b) All other securities shall be released upon selection of the top ranked Contractor.

SECTION B. GENERAL INSTRUCTIONS

1. RFP Package

All sections of this RFP package (including appendices) are integral to the desired scope of services, and quotations shall take into account the comprehensive nature of the work. It is intended that the scope of services in this RFP shall become part of a written and signed Agreement for services. The Village reserves the right to further negotiate the terms of any agreement to provide all or part of the services contained in this RFP.

2. Format for Submissions

A properly prepared Proposal shall consist of the following:

- A signed cover letter on the Contractor's letterhead that commits the Contractor, if selected, to carrying out all the provisions of the Proposal. The signed cover letter must be from an officer or employee having the authority to bind the Contractor by signature, and should acknowledge the receipt of any addenda to the RFP.
- Statement of Qualifications. A narrative discussion of the Contractor's qualifications. The length of this discussion will be at the Contractor's discretion, but should address the following:
 - Description of Contractor's business (e.g., number of years in business and services provided).
 - A list of areas or municipalities in the Chicago metropolitan area for which the Contractor furnishes similar services. Provide three (3) customer references.
 - Key personnel and points of contact for performance of the services. Contractors should also provide an overall staffing plan to assure the availability of drivers and other personnel to perform the collection services throughout the term of the Agreement without disruption of service or undue customer complaints.
- Work Plan. A narrative discussion of the Contractor's approach to the work, demonstrating its understanding of the Village's requested services. The length of this discussion will be at the Contractor's discretion, but should address the following:
 - A narrative description of how the Contractor proposes to provide the basic collection services included in the Village's scope of services (Base Proposal, refer to Section C).
 - A description of the equipment that will be used to service the Village.
 - A transition plan describing how the Contractor, if awarded the work, will assure the orderly transition of services with a minimum of service complaints from residents of the Village. At a minimum, the transition plan should address the following: provision of sufficient collection vehicles; delivery of carts to residential units and timing of delivery; customer service capabilities; public outreach and communication (e.g., mailers, web page, etc.); and, coordination with the Village during transition. The

transition plan should also provide a schedule of when such activities would occur prior to the May 1, 2026 start of services.

- A discussion of any Contractor proposed alternatives to the scope of services contained in the RFP. The narrative should provide sufficient detail for the Village to evaluate the proposed alternative(s).
- A narrative discussion detailing any exceptions to the terms and conditions contained in the draft Agreement for services (refer to Appendix D). Contractors may alternatively attach a marked-up version of the draft Agreement, fully annotating any proposed modifications.
- Price quotation sheets (refer to Appendix A).
- Signed and notarized certification form (refer to Appendix B)
- Proposal security (refer to Section A.12)

Failure to submit all of the required information may result in the disqualification of the Contractor from consideration. Contractors may be asked to give an oral presentation of their Proposal at a later date.

All price quotation sheets must be correctly filled in, using ink or entered in typed form. Any erasure or error corrections must be initialed in ink. All forms requiring signatures must be properly signed in ink in the proper spaces. If the Contractor is unable to provide a quotation on a given service alternative, each relevant item on the price quotation sheets must have the words "No quotation" entered thereupon.

3. Minimum Scope of Services: Deviations

The scope of services included in this RFP package describes the services which the Village feels are necessary to meet the performance requirements of the Village and shall be considered the minimum standards expected of the Contractor. Contractors may indicate alternatives to the scope of services if the proposed changes are equal to or greater than what is required by this RFP. All alternatives shall be separately listed, and an explanation shall be provided for such alternatives.

If the Contractor is unable to meet any part of the requested scope of services contained herein, it shall also separately list all requested deviations and provide a justification for such deviations.

If a Contractor does not indicate alternatives to or deviations from the scope of services, the Village shall assume that the Contractor shall fully comply with them. The Village shall be the sole and final judge of compliance with the scope of services.

The Village further reserves the right to determine the acceptability or unacceptability of any and all alternatives and deviations, and to negotiate the effects and costs of any portion of a submitted Proposal including any alternatives and deviations contained therein prior to reaching a decision on the awarding of an Agreement for services. The Village shall unequivocally be the sole and final judge as to whether any alternative or deviation is of an equivalent or better quality of service. This decision is final and shall not be subject to recourse by any person, firm, or corporation.

4. Examination of Service Area

Contractors shall completely inform themselves of all the conditions under which service is to be performed, the service area, and all other relevant matters pertaining to the provision of services including, but not limited to, roads, collection points, collection procedures required, labor required, hours of operation, and all other factors which would affect execution and completion of the work covered by this RFP.

5. Use of Village's Name

Proposers or the selected Contractor are specifically denied the right of using, in any form or medium, the name of Village of Forest Park for public advertising (other than responding to this RFP or identifying the Village as a customer of the Contractor), unless express written permission is granted by the Administrator of the Village. Requests shall be made through the Administrator's Office.

6. Evaluation Criteria

Village staff will evaluate proposals with regard to qualifications and experience, ability to provide services within the identified time schedule, transition plan, equipment, services offered, support of the Village's mission, deviations to the scope of services, exceptions to the terms and conditions of the draft Agreement, and cost of services. The Village reserves the right to reject any and all proposals or to waive any irregularities or deviations in any Proposal if judged to be in the best interest of the Village. All variations, deviations and substitutions proposed by the Contractor must be clearly annotated within its Proposal. The selected Contractor will have submitted the Proposal that is in the best interest of the Village. If a Proposal does not satisfy the minimum requirements as set forth in this RFP, the Proposal may be disqualified from further consideration at the discretion of the Village. The Village may interview proposers as part of its evaluation process.

7. Time Schedule:

The Village expects to adhere to the following time schedule:

Issue RFP	Tuesday, January 13, 2026
Deadline for receipt of questions	Tuesday, January 20, 2026, 5:00 p.m.
Village response/addenda to be sent by.....	Tuesday, January 27, 2026, 5:00 p.m.
Proposal due date	Tuesday, February 3, 2026, 3:00 p.m.
Interviews/negotiations/award of proposal.....	February 2026
Transition period	March 2026 – April 2026
Commencement of services	May 1, 2026

SECTION C. GENERAL SCOPE OF SERVICES

1. Purpose of this Section

This Section presents background information on the Village and a summary of the scope of services to be provided by the Contractor. This information is intended to facilitate preparation of Contractor proposals. This summary is not intended to serve as a full and complete description of the scope of services and should be read in conjunction with the draft Agreement for services (Appendix D). It shall be the responsibility of the Contractor to thoroughly read and understand the information and instructions contained in the RFP and appendices.

2. Background

The service area of the Village is depicted on the map in Appendix E. The Village is comprised of approximately 5,281 total units, of which 3,815 are classified as “Residential Units” (units in structures of 1-4 units) and 1,466 are classified as “Condominium Family Units” (units in structures of 5+ units). Refer to Table 1 (and definitions in the draft Agreement in Appendix D). A list of the buildings comprising Condominium Family Units is provided in Appendix F.

TABLE 1. RESIDENTIAL UNITS IN VILLAGE		
Type of Unit	# Properties	# Units (approximate)
Residential Unit (1-4 units)		
Single-Family	1,956	1,956
Duplex	598	1,196
Triplex	141	423
Quad	60	240
Subtotal	2,755	3,815
Condominium Family Unit	82	1,466
Total in Village	2,837	5,281

3. Summary of Current Collection Program

Residential Unit Service (1-4 units)

Residential Units currently receive collection service on Thursday (south of Madison Street) and Friday (north of Madison Street) as shown on the map in Appendix D. Condominium Family Unit buildings receive collection service at least one time per week (although collection days may vary).

Residential Units receive once per week Municipal Waste (trash) collection in 96-gallon Mobile Carts (owned by the Contractor). The Village’s program is a “take-all” program. Residents may set out additional trash that does not fit in the Mobile Cart, provided the trash is in rigid cans or plastic bags (not exceeding 35-gallons or 50 pounds in weight). Residents are also allowed to set out up to three (3) cubic yards of Bulk Items per week (e.g., discarded furniture, mattresses, small amounts of construction and demolition debris).

White Goods and larger quantities (> 3 cubic yards) of construction and demolition debris require a special pickup to be arranged by the resident and Contractor. Special pick-ups are paid by the Residential Unit direct to the Contractor.

Residential Units receive once per week collection of Recyclable Material in 64-gallon Mobile Carts (owned by the Contractor). Recyclable Material is collected on the same day as Municipal Waste.

The collection season for Landscape Waste runs from April 1 to November 30. Residential Units are allowed to set out unlimited quantities of Landscape Waste in Kraft paper bags or 30-gallon rigid containers. Landscape Waste is collected on the same day as Municipal Waste and Recyclable Material.

A subscription-based Organic Materials collection option is also offered to Residential Units using 96-gallon Mobile Carts (owned by the Contractor). Residential Units subscribing to this service are allowed to commingle food waste and Landscape Waste in the Contractor-provided Mobile Cart. The season for this service also runs from April 1 to November 30. All arrangements for this subscription program are made between the Residential Unit and the Contractor, and all fees for the service are paid by the Residential Unit to the Contractor.

With the exception of special pick-ups and the subscription Organic Materials collection service, all fees are billed by the Contractor to the Village.

The current cost of Municipal Waste collection is \$9.97/unit/month, which is for collection only and transport to a Regional Disposal Project (RDP) transfer station. The Village pays for all RDP disposal fees once the Municipal Waste is delivered to the designated transfer station. The two approved RDP transfer stations are:

Groot (Elk Grove)
1759 N. Elmhurst Road
Elk Grove Village, IL 60007

Groot (McCook)
8475 W. 53rd Street
McCook, IL 60525

The current cost of Recyclable Material collection is \$6.71/unit/month. This includes the cost of collection and processing the Recyclable Material at a Contractor-selected recycling facility.

The current cost of Landscape Waste collection is \$1.71/property/month. Note that this is the monthly fee per property, not per unit (e.g., a duplex is charged as one property and not as two units). This includes the cost of collection and disposing the Landscape Waste at a Contractor-selected compost facility.

The current cost for the subscription-based Organic Materials collection program is \$122.90 per subscriber per year. The current cost for special collections of Municipal Waste is \$23.32 per cubic yard. Note again these fees are paid by the requesting Residential Unit to the Contractor.

Condominium Family Units

For Condominium Family Unit properties, the Contractor provides an adequate number of dumpster containers for Municipal Waste and 96-gallon Mobile Carts for Recyclable Materials. The Contractor must also provide each Condominium Family Unit with an indoor recycling container suitable for storage under kitchen sinks. Landscape Waste collection service is not provided to condominium properties under the Village's contract.

The current cost of Municipal Waste collection is \$6.24/unit/month, which is for collection only and transport to a Regional Disposal Project (RDP) transfer station. The Village pays for all RDP disposal fees once the Municipal Waste is delivered to the designated transfer station.

The current cost of Recyclable Material collection is \$5.32/unit/month. This includes the cost of collection and processing the Recyclable Material at a Contractor-selected recycling facility.

Other Services

In addition to the above basic services, the current collection agreement includes the following additional services at no additional cost (unless otherwise noted):

- Collection of Municipal Waste and Recyclable Material from five (5) municipal buildings (refer to Appendix D, Attachment A).
- Collection of Municipal Waste and Recyclable Material from four (4) Village-sponsored events.
- Provision of emergency services at the request of the Village, up to \$3,000 per year.
- Provision of roll-off dumpster service to the Public Works Department. The Village pays a “per haul” cost to the Contractor for each roll-off container ordered, as well as RDP disposal costs.

4. Summary of New Collection Program

As part of this Request for Proposal process, the Village is requesting Contractors to provide pricing information for a Base Proposal as further described below. The Base Proposal is substantially similar to the current collection program described in Section C.3 above. Contractors can also propose alternates not contained in the RFP, provided such alternates meet the minimum standards of the Base Proposal and are described in detail in the Contractor’s proposal and pricing is provided.

Base Proposal.

The scope of the new collection agreement is summarized below (refer to draft Agreement for services in Appendix D):

- Provide weekly collection and transport of unlimited Municipal Waste; weekly collection, transport and processing of Recyclable Material; and weekly transport and processing of unlimited Landscape Waste to all covered Residential Units. Collection services to be performed on Thursday (south of Madison Street) and Friday (north of Madison Street). Contractor to provide each Residential Unit with a 96-gallon Mobile Cart for Municipal Waste and a 64-gallon Mobile Cart for Recyclable Material. Residential Units may place three (3) cubic yards per week of Bulk Items outside the 96-gallon Mobile Cart.
- At the request of a Residential Unit, provide a special pick-up for Bulk Items exceeding three (3) cubic yards, or for White Goods.
- Provide a minimum of once per week collection of Municipal Waste and Recyclable

Material to all covered Condominium Family Units. Contractor to provide an adequate number of dumpster containers for Municipal Waste and 96-gallon Mobile Carts for Recyclable Material to each condominium property. Contractor shall also provide to each Condominium Family Unit an indoor recyclables container suitable for storage under kitchen sinks.

- All Municipal Waste to be transported to a designated RDP transfer station as identified in Section C.3 above. The Village will pay all RDP disposal fees.
- Offer a subscription-based Organic Materials collection option to Residential Units, including a 96-gallon Mobile Cart. All fees for this service shall be billed directly by the Contractor to the subscribing Residential Unit.
- At no additional cost to the Village, provide collection of Municipal Waste and Recyclable Material from the five (5) municipal buildings identified in Attachment A to Appendix D.
- At no additional cost to the Village, provide collection of Municipal Waste and Recyclable Material from four (4) Village-sponsored festivals each year as requested by the Village.
- At no additional cost to the Village, provide up to \$3,000 per year in emergency services as requested by the Village.
- Provide roll-off dumpster service as requested by the Village, such services to be invoiced on a "per pull" basis.
- Provide a monthly report to the Village of the quantities of Municipal Waste, Recyclable Material and Landscape Waste to the Village as specified in the draft Agreement in Appendix D.
- Provide an itemized monthly invoice to the Village for all collection services performed under the collection Agreement.
- Comply with all requirements of the draft collection Agreement (refer to Appendix D).

The Village currently sponsors a one-week drop-off event for residents to recycle electronic waste. The Village has potential interest in curbside collection of electronic items. Contractors that can provide a curbside collection program for electronics are encouraged to provide details and pricing in their proposals.

5. Contractor's Responsibilities

The Contractor shall provide and furnish all of the labor, materials, necessary tools, expendable equipment and supplies, vehicles, transportation services and processing/disposal services required to perform and complete the collection and transport of Municipal Waste to the RDP transfer station designated by the Village; the collection and processing of Recyclable Material; and, the collection and processing of Landscape Waste.

It is the Village's intention to obtain throughout the term of any future collection Agreement a clean, courteous, well-scheduled and well-executed program for the collection and processing/disposal of Municipal Waste, Recyclable Material and Landscape Waste.

6. Duration of Agreement

The new collection Agreement is offered for a five-year term, with services commencing on May 1, 2026 and continuing through April 30, 2031. The Agreement may be extended for an additional one to three year period pursuant to the extension provisions in the draft Agreement (refer to Appendix D).

7. Public Education

The selected Contractor will be responsible for developing and distributing a service brochure to Residential Units in a manner acceptable to the Village. The brochure will detail the services provided to the residents through Contractor. Whenever there is a change in the service or programs provided, including permanent changes in regularly scheduled collection times, a service brochure shall be issued. The brochure shall include a toll-free telephone number of the Contractor to be used for customer service.

8. Contractor Transition

Should the Village choose a different contractor at the expiration of the collection Agreement, the Contractor shall agree to cooperate with the chosen contractor in effecting an orderly transition, including removal of the Contractor's carts.

9. Payment

Contractor shall submit monthly invoices to the Village except for services billed directly to Residential Units (special pickups and subscription-based Organic Materials collection).

10. Local Improvements

The Village reserves the right to construct any improvement or to permit any construction in any road, which may have the effect for a time of preventing the Contractor from traveling its accustomed route or routes for collection. The Contractor shall, however, by a method acceptable to the Village, continue to collect the Municipal Waste, Recyclable Material and Landscape Waste to the same extent as though no interference existed upon the roads formerly traversed. This shall be done at no extra cost to the Village. The Village agrees to notify and work with the Contractor to resolve any problems due to construction activity.

11. Performance Bonds and Insurance

The successful Contractor shall furnish to the Village a Performance Bond in favor of the Village, specified by name, in the amount of One Hundred and Twenty Thousand Dollars (\$120,000.00) for the services rendered in conjunction with the Contract, said Performance Bond to be executed by a responsible surety company. The Performance Bond guaranteeing performance shall remain in effect for the term of the Contract and shall be delivered upon contract execution. A new Performance Bond shall be delivered to the Village at least one (1) month prior to the expiration date of an existing bond.

The Contractor shall also maintain insurance in the types and amounts specified in the draft collection Agreement (refer to Appendix D).

APPENDIX A. PRICING FORMS

**REQUEST FOR PROPOSALS FOR
MUNICIPAL WASTE, RECYCLING AND LANDSCAPE WASTE
COLLECTION SERVICES**



APPENDIX A. PRICING FORMS (BASE PROPOSAL)

Contractors shall submit pricing for the following services for each year of the contract term in accordance with the Scope of Services for the Base Proposal contained in Section C.4 of the RFP and the terms and conditions of the draft Agreement in Appendix D.

BASE PROPOSAL					
	Year 1 5/1/26 – 4/30/27	Year 2 5/1/27 – 4/30/28	Year 3 5/1/28 – 4/30/29	Year 4 5/1/29 – 4/30/30	Year 5 5/1/30 – 4/30/31
Residential Units (1-4 units)					
Municipal Waste: 96-gal Cart (monthly rate per <u>unit</u>)					
Recyclable Material: 64-gal Cart (monthly rate per <u>unit</u>)					
Landscape Waste (monthly rate per <u>property</u>)					
Additional 64-Gallon Trash Cart (monthly rate per <u>unit</u>)					
Additional 96-Gallon Trash Cart (monthly rate per <u>unit</u>)					
Subscription Organics Cart* (annual rate per <u>unit</u>)					
Special Collection Pick-up* (rate per cubic yard)					
White Goods* (each)					
Condominium Family Units					
Municipal Waste: Dumpsters (monthly rate per <u>unit</u>)					
Recyclable Material: 96-gal Carts (monthly rate per <u>unit</u>)					
Other Services					
Roll-offs (20 cu yd) (price per haul)					
Emergency Services (hourly rate)					
Notes: 1. * Special Collection Pick-up, White Goods and Subscription Organic Materials Collection fees to be billed by Contractor to resident. 2. Landscape Waste is monthly rate per <u>property</u> (e.g., duplex charged as one property and not two units). Monthly rate is charged to Village year-round. 3. All Municipal Waste monthly fees are for <u>collection and transport (only)</u> to a designated RDP transfer station. Village will pay RDP disposal costs. 4. Roll-off service to be quoted as price per haul to a designated RDP transfer station. Village will pay RDP disposal costs. 3. Emergency Services is hourly rate charged by Contractor after \$3,000 annual free allotment exceeded.					

APPENDIX B. CONTRACTOR CERTIFICATION FORM

**REQUEST FOR PROPOSALS FOR
MUNICIPAL WASTE, RECYCLING AND LANDSCAPE WASTE
COLLECTION SERVICES**



APPENDIX B - CERTIFICATION FORM

The undersigned, being an authorized representative of the Contractor, hereby certifies that the Contractor is not barred from submitting a Proposal for this contract as a result of a violation of 30 ILCS 505/10.1 and 10.2 of the Illinois Compiled Statutes concerning proposal rigging, rotating, kickbacks, bribery, and interference with public contracts.

The undersigned hereby certifies that the Contractor is not delinquent in the payment of any tax administered by the State of Illinois Department of Revenue, unless the amount and/or liability is being properly contested in accordance with the procedures established by the appropriate revenue act.

The undersigned hereby certifies that the Contractor is in compliance with Title 7 of the 1964 Civil Rights Act as amended and the Illinois Human Rights Act (775 ILCS 5/1-101, *et seq.*), as amended, under Compliance with Laws in Special Conditions.

The undersigned, having 25 or more employees, does hereby certify pursuant to section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

The undersigned, does hereby certify pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and protection against retaliation.

The undersigned hereby certifies that the Contractor shall comply with all local, state and federal safety standards.

The undersigned hereby also certifies that this Proposal is genuine and not collusive or sham; that said Contractor has not colluded, conspired, connived, or agreed, directly or indirectly, with any other Contractor or person, to put in a sham Proposal, or to refrain from submitting a Proposal; and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the proposed price elements of said Proposal, or that of any other Contractor, or to secure any advantage against any other Contractor or any person interested in the proposed contract.

Printed Name: _____

Title: _____

Signature: _____

Notary public:

Subscribed and sworn before me this _____ day of _____, 2026.

Signature: _____

Seal:

APPENDIX C. PROPOSAL CHECKLIST

**REQUEST FOR PROPOSALS FOR
MUNICIPAL WASTE, RECYCLING AND LANDSCAPE WASTE
COLLECTION SERVICES**



APPENDIX C. PROPOSAL SUBMITTAL CHECKLIST

- Cover Letter
- Contractor's Statement of Qualifications
- Contractor's Work Plan
- Contractor's Proposed Exceptions to Draft Collection Agreement
- Proposal Pricing Forms
- Certification Form (signed and notarized)
- Proposal Security (\$5,000 Bid Bond or Certified/Cashier's Check)

APPENDIX D. DRAFT AGREEMENT

**REQUEST FOR PROPOSALS FOR
MUNICIPAL WASTE, RECYCLING AND LANDSCAPE WASTE
COLLECTION SERVICES**



**AGREEMENT FOR
MUNICIPAL WASTE, RECYCLING AND LANDSCAPE WASTE
COLLECTION SERVICES (DRAFT)**

THIS AGREEMENT ("Agreement") made and entered into this ____ day of _____, 202____, by and between the following parties: the Village of Forest Park, a municipal corporation organized under the laws of the State of Illinois (hereinafter referred to as "Village"), and _____, a corporation authorized to do business in the State of Illinois (hereinafter referred to as "Contractor"):

WITNESSETH

WHEREAS, the Legislature has expressly authorized the exercise of the powers herein, pursuant to the Illinois Municipal Code (65 ILCS 5/11-19-1), which provides that corporate authorities may make contracts for the collection and final disposal of garbage, refuse and ashes; and

WHEREAS, the Village, being desirous of arranging for the disposal of its municipal waste, separate from the services rendered by the Contractor; and

WHEREAS, the Contractor has submitted a proposal for the services desired by the Village; and

WHEREAS, the Contractor acknowledges that the Village has historically provided for the collection of municipal waste as defined herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

- A. Agreement: Agreement shall mean and refer to this contract.
- B. Approved Municipal Waste Container: For Municipal Waste collection, an approved container shall mean a Contractor-supplied Mobile Cart, a Garbage Can or Garbage Bag, as defined in this section below or disposable container weighing no more than fifty (50) pounds suitable for loading into the Contractor's equipment without ripping or tearing, which contains all the waste to be removed.
- C. Bulk Items: Any item of Municipal Waste, as defined herein, which is not able to be adequately reduced to fit in a Village approved Municipal Waste container, such as discarded furniture, fixtures, and small amounts of construction or demolition debris and which can be legally accepted by the disposal site to which it is transported.
- D. Condominium Family Unit: Shall mean and refer to any residential family units located in condominium structures or complexes and which are located within the corporate limits of the Village.

- E. Contractor: Contractor shall mean and refer to person or entity identified above.
- F. Electronic Waste: Shall mean computer, computer monitor, television, printer, electronic keyboard, facsimile machine, videocassette recorder, portable digital music player that has memory capability and is battery powered, digital video disc player, video game console, electronic mouse, scanner, digital converter box, cable receiver, satellite receiver, digital video disc recorder, or small-scale server sold at retail as defined in 415 ILCS 151/1-5.
- G. Garbage Can: A plastic or galvanized metal can with a capacity of not less than fifteen (15) gallons and not to exceed thirty five (35) gallons in size. No Garbage Can shall exceed fifty (50) pounds in weight. All Garbage cans shall have two handles.
- H. Garbage Bag: A disposable heavy-duty plastic bag of no less than 15 gallons and not to exceed 35 gallons. All garbage cans shall be tightly sealed. No garbage bag shall exceed 50 pounds in weight.
- I. Hazardous Waste: Shall mean and refer to a waste or combination of wastes which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause or significantly contribute to an increase in mortality or an increase in serious, irreversible or incapacitating reversible illness; or pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed or which has been identified, by characteristics or listing, as being hazardous or having such impacts pursuant to Section 3001 of the Resource Conservation and Recovery Act of 1976 (P.L. 94-580), pursuant to Pollution Control Board, Federal Regulations or other applicable laws, ordinances or regulations.
- J. Landscape Waste: All accumulations of grass, leaves, and other materials accumulated as the result of the care of lawns which are generated by a Residential Unit.
- K. Mobile Cart: A water tight plastic container that has an attached lid and wheels, with a capacity of no more than 96-gallons, to be supplied by the Contractor exclusively.
- L. Municipal Waste: May sometimes be referred to as Municipal Solid Waste and shall mean and refer to all waste, as defined by Section 3.290 of the Illinois Environmental Protection Act, 415 ILCS 5/3.290, which is not Hazardous and other discarded or abandoned material including, without limitation, garbage, rubbish, Bulk Items and small amounts of building materials and construction or demolition debris, or other similar waste otherwise generated by Residential Units or Condominium Family Units or collected pursuant to nonreimbursable services required under this Agreement. Municipal Waste shall not include Unacceptable Waste, Recyclable Materials, White Goods and Landscape Waste.
- M. Organic Materials. Shall mean food waste excluding shellfish, fish, meat and bones, and Landscape Waste.
- N. Recyclable Material: Shall mean and refer to those materials specified in this Agreement which are to be collected for recycling or reuse and which are generated by Residential Units or Condominium Family Units.

- O. Residential Property: Shall mean and refer to only single family residential structures and any multiple family structure of up to and including four Residential Units and which is located within the corporate limits of the Village.
- P. Residential Unit: Shall mean and refer to only single family residential structures and any Residential Unit located in a multiple family structure of up to and including four units and which is located within the corporate limits of the Village.
- Q. Special Waste: Special waste shall mean potentially infectious medical waste, industrial process waste, pollution control waste as defined in 415 ILCS 5/3.475.
- R. Village: Shall mean and refer to the Village of Forest Park, an Illinois municipal corporation.
- S. Unacceptable Waste: Highly flammable substances, Electronic Waste, Hazardous Waste, liquid wastes, Special Wastes, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material that is not accepted at a facility designated by the West Cook County Solid Waste Agency; and other materials deemed by state, federal or local law, or in the reasonable discretion of the Contractor, to be dangerous or threatening to health or the environment, or which cannot be legally accepted at the designated disposal site.
- T. White Goods: Shall include all ranges, refrigerators, water heaters, freezers, air conditioners, humidifiers, other similar domestic and commercial large appliances and other items required by law to be treated or processed prior to disposal which are discarded by the resident of a Residential Unit or Condominium Family Unit.

II. GENERAL

- A. The Village hereby grants to the Contractor the right, privilege and license for the collection and transportation (but not the transfer or disposal) of Municipal Waste; the collection, transportation, disposal (including processing or treatment prior to disposal as required by law) of White Goods; the collection, transportation, treatment and/or disposal of Landscape Waste; and the collection, transportation, processing and marketing of all Recyclable Materials when residents in Residential Units and Condominium Family Units set such waste and other materials out for collection by the Village, during the term of and in accordance with the provisions contained in this Agreement, commencing on May 1, 2026 until and through April 30, 2031, unless and until terminated as otherwise provided herein.
- B. The Village shall have the option to extend this Agreement for a period of an additional one (1) to three (3) years, by providing written notice of the Village's intention not less than thirty (30) days prior to its expiration. Any extension hereunder shall rigidly adhere to the Agreement, as it exists on the date of the notice to extend; provided, however, that prices during the extension shall be mutually agreed upon.
- C. The Contractor agrees to furnish all labor, material and equipment necessary and incidental to rendering the aforesaid services.
- D. The Contractor shall undertake to perform all services rendered hereunder in a neat, orderly and efficient manner; to use due care and diligence in the performance of said

duties under the terms and provisions of this Agreement; and to provide neat, orderly and courteous personnel on its crews.

- E. The Contractor shall remove all material placed for collection which is to be collected under this Agreement. The Contractor shall be responsible for removing all such material, including spillage on the placement area on private or public property. The Contractor shall close all gates both upon entering and leaving premises and shall close all lids after emptying containers. The Contractor's personnel shall not cut across rear, front or side yards, or flower beds to adjoining premises without permission of the owner.
- F. The Contractor shall designate in writing the person to serve as agent to the Contractor and liaison between his organization and the Village. The Village may, with proper notice given, inspect the Contractor's operations, records and equipment in any manner related to this Agreement at any reasonable time and location.
- G. The Contractor shall not subcontract out or assign its duties under this Agreement to a subcontractor or an assignee without prior written consent of the Village and said consent may be withheld at the Village's sole discretion.
- H. The Village shall separately arrange for the transfer and/or disposal of all Municipal Waste collected and transported under this Agreement.

III. RESIDENTIAL COLLECTION SERVICE

- A. Municipal Waste Collection:
 - 1. Pursuant to the charges under Article VII, the Contractor shall collect and transport, to a facility designated by the Village, all Municipal Waste set out for collection in containers approved by the Village when said containers are placed for collection in the vicinity of the street curb or alley as designated by the Village or in the case of each Condominium structure or complex, at the designated "garbage area" located on the premises as specified by Village Ordinance. Each Residential Unit and Condominium Family Unit may place Bulk Items, not to exceed three cubic-yards per load, per week for collection as a part of the regularly scheduled Municipal Waste collection without additional cost. The Contractor is not responsible for collection of loose materials unless a special pick-up is ordered.
 - 2. Collection shall occur between the hours of 7:00 a.m. and 6:00 p.m.
 - 3. The Contractor, at its sole cost, shall provide each single-family, duplex, triplex and quad Residential Unit with a Village-approved, 96-gallon Municipal Waste Mobile Cart, which shall remain the property of the Contractor. Contractor shall replace any carts that are stolen, lost by the Contractor, or damaged by wildlife or normal wear-and-tear, at its sole cost. Contractor may charge a fee of \$60.00 to replace missing Mobile Carts or Mobile Carts damaged by resident's negligence or abuse. Under special circumstances, and subject to prior written approval by the Village, Residential Units may elect to "trade-in" their 96-gallon Mobile Cart for a 64-gallon Mobile Cart. In such circumstances, the Contractor shall provide and distribute

said 64-gallon Mobile Carts at its sole cost and expense.

4. The Contractor shall provide, at its sole cost and expense, each Condominium structure or complex with municipal waste dumpsters in adequate quantity and of adequate capacity to serve the storage needs of each structure or complex.

B. Recycling Collection:

1. The Contractor shall cooperate with the Village in advertising and promoting the Recycling Program. The Contractor shall be responsible for developing and distributing to every Residential Unit and Condominium Family Unit a brochure explaining the Municipal Waste, Recyclable Material, White Goods and Landscape Waste programs at no cost to the Village. The Contractor shall issue the brochure at least once a year during the term of this Agreement. The Village shall have editorial approval over said brochure.
2. The Contractor shall collect from each Residential Unit and Condominium Family Unit the following Recyclable Material:
 - a. Newsprint;
 - b. Mixed paper which shall include magazines, telephone books, catalogs, junk mail (brochures, advertisements, fliers, etc.), computer paper, stationery, envelopes, bills, greeting cards and brown paper bags;
 - c. Corrugated cardboard and chipboard;
 - d. Glass, which shall include all types of clear and colored glass bottles, jars and containers;
 - e. Plastics, which shall include all plastic bottles and containers labeled PETE 1, HDPE 2, PVC 3, LDPE 4, PP 5 and OTHER 7, and 6- and 12- pack plastic beverage rings and carriers;
 - f. Aluminum, which shall include all types of aluminum food and beverage cans; formed aluminum containers; and aluminum foil;
 - g. All types of metal food and beverage cans;
 - h. Empty aerosol cans; and
 - i. Empty paint cans.
3. Any material placed for collection, which is not specified above or not properly prepared shall not be collected:
 - a. A "SORRY NOTE" is to be placed on the material or container stating the reason the material was not collected. The date, address and reason that

Additional Recyclable Material may be added to the curbside collection system upon mutual written consent of the Village and the Contractor.

the "SORRY NOTE" was issued shall, at the Village's request, be reported to the Village,

b. The Contractor shall, at its own cost, provide "SORRY NOTES".

4. The Contractor, at its sole cost, shall provide each single-family, duplex, triplex and quad Residential Unit with a Village-approved, 64-gallon Recyclable Material Mobile Cart at the direction of the Village Administrator. The Contractor shall replace any carts that are stolen, lost by the Contractor or damaged by wildlife or damaged by normal wear-and-tear at Contractor's sole cost. The Contractor may charge a fee of \$60.00 to replace missing Mobile Carts or Mobile Carts damaged by resident's negligence or abuse. The Contractor shall supply each condominium building indoor recycling containers suitable for storage under kitchen sinks. The Contractor shall supply one container per Condominium Family Unit for distribution at the commencement of the Agreement.
5. Village approved 96-gallon Recyclable Material Mobile Carts shall be provided by the Contractor at its sole cost and expense to each condominium structure or complex. Contractor shall provide an adequate quantity of 96-gallon Mobile Carts to serve the storage needs of each condominium structure or complex.
6. The Contractor may request changes, modifications or alterations in the manner in which residents set out Recyclable Material for collection in order to accommodate changes in collection and/or processing technologies. Any such change, modification or alteration shall be subject to the Village's approval.

C. Landscape Waste Collection:

1. The Landscape Waste collection season shall be from April 1 to November 30 of each year during the term of this Agreement.
2. The Contractor shall collect unlimited Landscape Waste segregated from other materials and packaged as follows:
 - a. That is contained within a Village approved 30 gallon or smaller plastic container clearly identified for landscape waste only; or
 - b. That is contained within Kraft paper bags.
3. Any Landscape Waste placed for collection not meeting the requirements herein shall not be collected. In such an event, the Contractor shall affix thereto:
 - a. A "SORRY NOTE" to be placed on the material or container stating the reason it was not collected. The date, address and reason that the "SORRY NOTE" was issued shall, at the Village's request, be reported to the Village.
 - b. The Contractor shall, at its own cost, provide "SORRY NOTES".

- D. Subscription Organic Materials Collection:
1. Contractor shall offer a seasonal (April 1 to November 30), subscription-based Organic Materials collection program upon request of a Residential Unit. Contractor shall provide a 96-gallon Mobile Organics Cart to each Residential Unit subscribing to such service and shall collect such container on a weekly basis during the specified season. All service arrangements shall be made between Contractor and the subscribing Residential Unit. Contractor shall bill each Residential Unit subscribing to such service at the rates specified in Exhibit B to this Agreement and all fees shall be paid by the Residential Unit. The Village shall not be responsible for payment for any subscription-based Organic Materials collection.

IV. RESIDENTIAL SERVICE

- A. The Contractor shall provide regular collection service once each week on Thursdays to each Residential Unit south of Madison Avenue, and once each week on Fridays to each Residential Unit north of Madison Avenue. The Contractor shall provide regular collection service at least once each week to each condominium structure or complex.
- B. Collection routes shall be established by the Contractor within collection areas which shall be designated by the Village. The Contractor shall submit a map designating the collection routes to the Village, for its approval, which approval shall not be unreasonably withheld. The Contractor may, from time to time, propose to the Village changes in routes or days of collection, approval for which shall not be unreasonably withheld. Upon Village's approval of proposed changes, the Contractor shall, at its sole cost and expense, promptly give written and adequate notice to the affected Residential Unit in a manner approved by the Village, in its sole discretion.
- C. Municipal Waste, Recyclable Material and Landscape Waste shall be collected from all Residential Units once each week on the same day and from the same collection point.
- D. Special pick-up service for White Goods or for loads in excess of three cubic yards per Residential Unit or Condominium Family Unit shall be provided to any Residential Units and Condominium Family Units for any type of material collected under this Agreement. The Resident shall contact the Contractor regarding special pick-up service for any of the wastes or materials collected under this Agreement. Except as otherwise expressly contained in this Agreement, cost, container size and pickup frequency shall be determined by an agreement between the Contractor and resident. Special pick-up service shall be provided within 24 hours after receiving a special pick-up request, or on the next business day if a Saturday, Sunday or Holiday is within 24 hours after receiving such request. The Contractor shall provide this service to Residential Units on a C.O.D. basis. Condominium Family Units shall receive special pick-ups at no charge if the material is from a nonprofessional, "do-it-yourself" project and the service is provided on the scheduled service day. Material must be prepared so that it can be loaded into the regular collection truck by the driver without assistance. Material must be placed in the condominium's regular containers or disposable containers provided by the condominium owner. Building material that cannot be placed in containers must be bundled. Bundles must not exceed 60 pounds in weight, two feet in diameter and four feet in length. The Village shall not be responsible for

payment for any special pick-up services.

- E. The Contractor shall prepare and submit to the Village a monthly report accurately detailing:
1. The total weight of the Municipal Waste collected and the location to which it was transported;
 2. The weight of Recyclable Materials collected and the facility or facilities to which Recyclable Materials have or will be sent;
 3. The value per unit of Recyclable Material, based on publicly-available information, the specific vendors accepting each Recyclable Material and other non-proprietary information, as may be requested by the Village or the West Cook County Solid Waste Agency;
 4. The weight of Landscape Waste collected and the site or sites to which it was transported;
 5. The number of White Goods collected, their total weight, and the processing facility and disposal site or sites to which they were transported;
 6. Any other data reasonably requested by the Village; and
 7. The fees paid to each facility for each material collected pursuant to this Agreement, if requested by the Village; and
 8. The weekly set-out rates and monthly participation rate for the recycling program.
- F. The Contractor shall furnish all services offered under this Agreement free of charge to all public buildings under the jurisdiction of the Village during the term of this Agreement. Public buildings are listed in Exhibit A to this Agreement.
- G. The Contractor shall, at no charge to the Village, provide Municipal Waste and Recyclable Material services to four (4) Village sponsored festivals each year as requested by the Village. Festivals will include, but are not limited to, Ribfest and Summerfest and last a maximum of two days each. For each such festival the Contractor shall supply sufficient Municipal Waste and Recyclable Material containers as directed by the Village, collect Recyclable Materials and Municipal Waste from the festival(s) and transport those materials to the same facilities as similar materials collected from Residential Units.
- H. At the request of the Village, the Contractor shall provide the services offered under this Agreement free of charge in emergencies to alleviate threats to the public health, safety and welfare and in conjunction with various community events held partially or fully on public property, excluding Village sponsored clean-up events. The Contractor's obligation to provide collection services under this subsection shall be limited to Three Thousand and 00/100 Dollars (\$3,000.00) per year. Any additional costs for said services shall be charged to the Village at the rate listed in Exhibit B to this Agreement.

I. In order to protect the public health, safety and welfare and at the request of the Village, the Contractor shall collect quantities of Municipal Waste, Recyclable Material, Landscape Waste and White Goods left at the street curb or alley without proper preparation in unusual circumstances (e.g. evictions or “skip-outs”) and shall bill the property owner for the actual cost thereof. The Village agrees to assist the Contractor in identifying the property owner(s) for this purpose.

J. Holidays. The following days shall be considered holidays for purposes of this Agreement: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day

Should one of these holidays fall on a regularly scheduled collection day, collection shall be one day late after the holiday for the remainder of that week. The Contractor shall inform the residents of each change in schedule due to holidays through local media. No other change in the weekly schedule shall be allowed without prior written consent of the Village.

K. The Contractor shall provide a local phone number, staffed by an authorized agent, between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, to handle inquiries and complaints connected with services provided under this Agreement. All complaints shall receive prompt and courteous attention from the Contractor. Complaints alleging missed collections shall be investigated promptly and, if verified, the Contractor shall arrange for collection within twenty-four (24) hours of complaint.

L. If the Contractor is unable to resolve a complaint in a satisfactory manner within seventy-two (72) hours after receipt of a complaint, written notice shall be delivered to the Village with the name and address of the resident, date and time of complaint, nature of complaint and the Contractor's response. The Village shall intervene, mediate the dispute and render a final binding decision.

M. Services provided by the Contractor shall be performed in a good, workman-like manner.

N. The Contractor shall furnish capable personnel for use in the crews of the Contractor performing the services specified in this Agreement. The Contractor shall prohibit any drinking of alcoholic beverages or the use of any controlled substance, except by doctor's prescription, by its drivers and crew members while on duty or in the course of performing their duties under this Agreement.

In the event that any of the Contractor's personnel is deemed by the Village to be unfit or unsuitable to perform the services under this Agreement as a result of intoxication, drug use, incompetence, improper attire, or by the virtue of abusive or obnoxious behavior, the Contractor shall immediately remove such person from work within the Village and replace that person with a suitable and competent person at no expense to the Village.

O. All Municipal Waste, Landscape Waste or Recyclable Material containers damaged by the Contractor shall be repaired or replaced at the sole expense of the Contractor.

P. The Contractor covenants and agrees to comply with all applicable laws, ordinances and regulations in any manner related to the Contractor's rights, duties, obligations or

operations under this Agreement. The Contractor shall obtain and maintain in effect all licenses and permits necessary to perform its obligations under this Agreement.

- Q. The Contractor shall collect only such materials as required herein. The Contractor shall not collect or transport any Hazardous Waste or any other waste or material which the designated transfer station and/or disposal or other facility receiving such waste is not permitted to receive. The Contractor shall train its employees to screen the materials collected so that nothing restricted from collection by this Agreement is collected.

V. EQUIPMENT

- A. The Contractor shall use modern, enclosed equipment, complete with a hydraulic compacting system in the collection of Municipal Waste and Landscape Waste.
- B. Equipment used in performing the services under this Agreement shall be properly licensed by the State of Illinois and conform to all applicable safety standards.
- C. The appearance and sanitary condition of collection vehicles and other equipment will be maintained to high standards by cleaning, washing, painting and disinfecting as necessary. All equipment operated by the Contractor will be in good repair at all times.
- D. The Contractor shall not store, or allow to be stored, any equipment or materials on private property except in strict compliance with applicable Village Ordinances.

VI. CARE AND DISPOSITION OF MATERIALS

- A. All Municipal Waste shall be removed from the Village at the close of each collection day and transported to a facility designated by the Village at the Contractor's expense. In the event the location of the designated facility changes during the term of this Agreement, and upon request for a rate adjustment by either party, the Village and the Contractor agree to negotiate a change in the rate for Municipal Waste to reflect the Contractor's actual cost for transporting Municipal Waste.
- B. All Landscape Waste shall be disposed of at a facility designed to treat, compost, grind or land apply the waste, unless otherwise authorized by the State of Illinois.
- C. All Recyclable Materials shall be collected, separated and processed to facilitate the sale of Recyclable Material to re-manufacturers for post-consumer use. No materials collected as Recyclable Material shall be deposited at a landfill or waste incinerator without prior written approval of the Village.
- D. The Contractor shall not cause or contribute to litter in the process of making collections.
- E. All materials collected by the Contractor shall be so contained, secured or enclosed during collection and transportation so that leaking, spilling or blowing is prevented.
- F. The Contractor shall immediately clean up and remediate all litter, blowing debris, spills and releases of any material over which it exercises control occurring prior to the delivery of the material to its intended destination.

VII. COST OF RESIDENTIAL SERVICES

A. Standard Municipal Waste Service:

1. The Village shall bill all Residential Units and Condominium Family Units receiving service under this Agreement. The Village shall pay the Contractor for services hereunder on a monthly basis by check or wire transfer. Payment shall not be made by credit card.
2. The cost of collection and transportation of Municipal Waste required under this Agreement for Residential Units shall be billed at the monthly unit rate listed in Exhibit B to this Agreement, with the maximum collection rate of three (3) cubic yards weekly. This base monthly cost shall include the weekly collection and transportation of one 96-gallon Municipal Waste Mobile Cart provided by the Contractor per Residential Unit. A Residential Unit may opt for one 64-gallon Municipal Waste Mobile Cart in lieu of the 96-gallon Mobile Cart. This rate shall apply to structures containing as many as four Residential Units. The cost for the collection and transportation of the Municipal Waste contained in each additional 96-gallon Mobile Cart or each additional 64-gallon Mobile Cart per Residential Unit shall be billed at the rate listed in Exhibit B to this Agreement, which shall include the cost of the Contractor providing the Residential Unit with the additional Mobile Cart. The Contractor shall be responsible, on a monthly basis, for providing the Village with a list of all Residential Units requesting an additional Municipal Waste Mobile Cart.
3. The cost of collection and transportation of Municipal Waste required under this Agreement for Condominium Family Units shall be billed at the monthly unit rate listed in Exhibit B to this Agreement.

B. Standard Recycling Service:

1. The cost of collection and processing Recyclable Material required under this Agreement for Residential Units shall be billed at the monthly unit rate listed in Exhibit B to this Agreement. This base monthly cost shall include the weekly collection and processing of one 64-gallon Recyclable Material Mobile Cart provided by the Contractor per Residential Unit.
2. The cost of collection and processing Recyclable Material required under this Agreement for Condominium Family Units shall be billed at the monthly unit rate listed in Exhibit B to this Agreement.

C. Standard Landscape Waste Service:

1. The cost of Landscape Waste collection, treatment and disposal shall be based upon a monthly fee per Residential Property. The Contractor agrees to provide unlimited Landscape Waste collection from April 1 through November 30 at the year-round monthly per-property rate listed in Exhibit B to this Agreement.

D. Miscellaneous Cost Provisions:

1. The parties agree that the number of Residential Units in the Village as of the date

of this Agreement is 3,815. The number of Condominium Family Units is 1,466. The Village shall determine the number of Residential Units and Condominium Family Units on January first and July first of each year. That determination shall govern the relevant provisions of this Agreement.

- a. There are 1,956 single-family residential properties with a total of 1,956 Residential Units;
 - b. There are 598 two-family residential properties with a total of 1,196 Residential Units;
 - c. There are 141 three family residential properties with a total of 423 Residential Units;
 - d. There are 60 four-flat residential properties with a total of 240 Residential Units;
 - e. There are 82 condominium buildings with a total of 1,466 Condominium Family Units.
2. The Village may designate Residential Units that will be vacant for a period of thirty (30) days or more. The Contractor shall not provide service to those Residential Units and there shall be no charges therefore.
 3. Roll-off containers for Public Works Municipal Waste and Landscape Waste shall be billed by the Contractor to the Village at the per haul rate listed in Exhibit B to this Agreement.
 4. The Contractor will collect and transport Bulk Items in excess of three (3) cubic yards per week as a Special Pick Up at the cubic yard rate listed in Exhibit B to this Agreement for collection. The Contractor will bill the Residential Unit directly for this service.

On or before the fifteenth of each month, the Contractor shall pay to the Village that portion of the proceeds the Contractor has collected from the provision of special pick-ups for Bulk Items and which relates to the disposal of said Bulk Items. That portion of the proceeds is hereby fixed during the term of the Agreement as one-third (1/3) the cubic yard rate listed for special pick-ups in Exhibit B to this Agreement.
 5. The cost of collection and disposal of White Goods shall be billed at the rate listed in Exhibit B to this Agreement for each White Good. The Contractor will bill the Residential Unit directly for this service.
 6. The Contractor shall be paid only those costs expressly set forth in this Agreement. Any services for which an express cost is not provided shall be performed at the Contractor's sole cost and expense.
 7. All fees and expenses due the Contractor under this Agreement are expressly set forth herein. Said fees and expenses shall be the full and only amount due and shall include without limitation:

- a. all applicable taxes and fees; and
- a. the cost of all permits, licenses and all other certifications and approvals required by Federal, State and local laws, regulations and ordinances.

VIII. FINANCIAL ASSURANCE

- A. At the request of the Village, the Contractor shall furnish a year-end financial report and a sworn statement from the Chief Operating Officer of the Contractor verifying the existence and veracity of the report.
- B. The Contractor shall furnish a Performance Bond for the faithful performance of this Agreement, said Performance Bond to be executed by a responsible surety company rated A or better by Best's Insurance Reports. The Bond shall be in the penal sum of One Hundred Twenty Thousand and No/100 Dollars (\$120,000) for the period of this Agreement, including any renewal thereof. The Performance Bond shall be conditioned upon the faithful performance by the Contractor of its obligations under this Agreement and upon its full compliance with all applicable laws, ordinances and regulations. Said Performance Bond shall indemnify the Village against any loss resulting from any breach or failure of performance.
- C. Insurance:
 - 1. The Contractor shall at all times during the pendency of this Agreement maintain in full force and effect Employer's Liability, Worker's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage. Certificates or other evidence of such insurance shall be furnished by the Contractor to the Village prior to the Contractor entering upon the performance of said Agreement. The Contractor shall carry the following types of insurance in at least the limits specified below:

Worker's Compensation	Statutory as amended from time to time
Employer's Liability	\$500,000.00
Bodily Injury Liability Except Automobile	\$2,000,000.00 each occurrence
Property Damage Liability Except Automobile	\$2,000,000.00 each occurrence
Automobile Bodily Injury Liability	\$2,000,000.00 each person \$3,000,000.00 each occurrence
Automobile Property Damage	\$2,000,000.00 each occurrence
Excess Umbrella Liability	\$5,000,000.00 each occurrence

- 2. Said insurance policies shall provide that they cannot be canceled without thirty (30) days prior written notice to the Village. The Contractor shall furnish the Village with certificates evidencing that the insurance provided for herein is maintained by the Contractor. The Village shall be named as an additional insured on each policy other than workers' compensation.

Further, the Contractor's insurance shall include contractual liability coverage of the indemnifications and other potential liabilities under this Agreement.

3. The Insurance coverage specified herein constitutes the minimum requirement and said requirements shall in no way lessen or limit the liability of the Contractor under the terms of this Agreement, or supersede applicable minimum requirements from time to time as set by law. The Contractor shall procure and maintain, at its sole cost and expense, any additional kinds and amounts of insurance which, in the Contractor's own judgment, may be necessary for its proper protection in the prosecution of its duties under this Agreement.
4. The Contractor shall defend, indemnify and forever keep and hold harmless, the Village, its agents, officials, servants and employees against any and all claims for injuries, death, loss, damages, charges, claims of every type, nature and description (including without limitation environmental and patent claims), suits, liabilities judgments, reasonable attorney's fees, costs and expenses in any manner connected with this Agreement or the services rendered hereunder.
5. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by this Agreement, shall in no way limit its responsibility to defend, indemnify, keep and hold harmless and defend the Village, its agents, officials, servants and employees as hereinabove provided.
6. The Contractor's duty to comply with all applicable laws, ordinances and regulations and to indemnify and insure the Village shall survive the termination of this Agreement.
7. The Contractor agrees that in the event a judgment should be entered against the Village or its agents, officials, servants and employees which is in any manner connected or related to this Agreement of the services rendered hereunder, the Contractor shall immediately satisfy same including, but without limitation on the foregoing, all fees, costs and interest in connection therewith.

IX. OTHER CONSIDERATIONS

- A. The Contractor warrants that it is experienced in each of the areas under which it will have duties and obligations under this Agreement and that it has adequate personnel and experience to properly and satisfactorily discharge its duties and obligations under this Agreement.
- B. The Contractor acknowledges that it is an independent contractor and none of its employees, agents or assigns are employees of the Village. The Contractor agrees to pay all dues, unemployment, social security, and other taxes required by law or contract.
- C. Failure of the Contractor to Perform.

1. All terms and conditions of the Agreement are considered material and the failure to perform any of said terms or conditions on the part of the Contractor shall be considered a breach of this Agreement. Should the Contractor fail to perform any of such terms or conditions, the Village shall have the right to terminate this Agreement after five (5) days written notice to the Contractor of the violation and the failure of the Contractor to remedy the violation within said time. In addition to any and all equitable legal remedies available to the Village in the event of a breach, the Village shall have the right to call upon the Performance Bond described in this Agreement. The remedies provided to the Village herein shall be cumulative and not exclusive. No waiver by the Village of a default by the Contractor under this Agreement shall be construed as a waiver by the Village of any subsequent default or failure to perform on the part of the Contractor.
 2. In the event of a failure by the Contractor to provide any of the services required under this Agreement for a period of five (5) days following written notice of such failure, then the Village, at its sole option and by any means, may take such steps as are necessary to furnish services otherwise provided for in this Agreement. Any and all expenses incurred by the Village may be charged against the Contractor and the Performance Bond furnished by the Contractor. In addition, the Village may terminate this Agreement if the failure is not cured within five days following written notice. In addition, the Village may elect, in its sole discretion, to seek any available legal remedy.
 3. The Contractor shall not be paid whenever it fails to provide any service required under this Agreement, even if such failure is caused by events or occurrences of a nature commonly known as "force majeure" or acts of God or strikes beyond the Contractor's control.
- D. This Agreement is not assignable voluntarily, involuntarily or by process of law, without the prior written consent of the Village, which consent may be withheld by the Village in its sole discretion.
- E. The Village may immediately terminate this Agreement under the following circumstances:
1. In the event that the Contractor delivers to the designated facility Municipal Waste or any other materials which the Contractor is not expressly obligated to collect and so deliver under this Agreement. In addition, the Village may withhold all sums otherwise due and owing the Contractor and pursue any other remedy provided for by this Agreement or otherwise provide by law; and
 2. If Contractor becomes insolvent or fails to meet its financial obligations, short of a legal declaration of bankruptcy; and
 3. Filing of bankruptcy by the Contractor and subsequent proceedings thereafter.
 - a. If this Agreement has not been previously terminated by the Village, this Agreement shall automatically terminate in the event the Contractor shall be adjudged bankrupt, either by voluntary or involuntary proceedings, and in no event shall this Agreement be, or be treated as, an asset of Contractor after adjudication of bankruptcy.

- F. The Contractor shall adhere to all applicable Federal, State and local requirements governing equal employment opportunities.
- G. Title to Municipal Waste shall pass to the Village when collected by the Contractor. Title to and liability for Unacceptable Waste shall at no time pass to Contractor or the Village (unless the Village is the generator of such Unacceptable Waste).
- H. Title to Recyclable Materials and Landscape Waste set out for collection shall reside in the Village. The Contractor shall market said materials or dispose of these materials on behalf of the Village. When the Contractor transports them to a processing, disposal or other site (collectively "Disposal Site") on behalf of the Village, title shall pass to the operator of that Disposal Site. If the Disposal Site is paid for taking the materials, the cost paid to the Disposal Site shall be paid solely by the Contractor. If money is paid to the Contractor for the material, the Contractor shall keep the proceeds and shall give an accounting to the Village, quarterly for same.
- I. Applicable Law: This Agreement shall be interpreted according to the laws of the State of Illinois.
- J. Change in Law: The Contractor shall promptly notify the Village of any change in Federal, State or local law, or regulation, which may significantly affect its ability to perform its obligations or will increase the cost of providing the services in accordance with the provisions of this Agreement. If, during the time this Agreement is in effect, any State or Federal law or regulatory change increases collection costs, then the Contractor and Village agree to negotiate in good faith the rates paid to Contractor relating to the services affected by the change in law.
- K. Force Majeure. Notwithstanding anything to the contrary in this Agreement, except for the Village's obligation to pay amounts due to Contractor for services performed, any failure or delay in performance under this Agreement due to contingencies beyond a party's reasonable control, including, but not limited to, riots, strikes, terrorist acts, compliance with applicable laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Agreement.

X. NOTICES

- A. Except as otherwise explicitly provided in this Agreement, all notices permitted or required to be given by the parties to this Agreement shall be in writing and shall be deemed delivered to the addressee when delivered in person on a business day at the address set forth below, or on the third business day after being deposited in the United States Mail for delivery at the address set forth below, postage prepaid, certified or registered mail, return receipt requested.
- B. Notices to the Village shall be addressed to, and delivered at, the following address:

VILLAGE OF FOREST PARK
 517 Desplaines Avenue
 Forest Park, Illinois 60130
 Attention: Village Administrator

- C. Notices to the Contractor shall be addressed to, and delivered at, the following address:

Attention: _____

- D. By notice complying with the requirements of this Article, each party shall have the right to change the address or addressee or both for all future notices to such party.

XI. MEDIATION

- A. Except as set forth below, any dispute, controversy or claim between the Contractor and the Village arising out of or relating to this Agreement, or the breach thereof, shall be settled by a dispute resolution process offered by the West Central Municipal Conference. If such a dispute resolution process is unavailable, the Village shall select a commercial mediation service with which the parties will cooperate in settling the dispute. The commercial mediation service's fee shall be paid by the parties in equal shares. The parties may apply to the courts for judicial relief, only after such alternative dispute resolution or mediation process has been carried on or attempted. Nothing in this paragraph shall be interpreted as otherwise limiting the rights of parties to apply for judicial relief.
- B. No dispute, controversy or claim regarding any change in rate, fees or the structure thereof shall be subject to mediation or alternative dispute resolution.
- C. Any request for an increase, adjustment or other change in the rate structure as provided for herein shall be negotiated exclusively between the parties. If the parties fail to reach agreement, the Village may declare the Agreement terminated upon ninety (90) days prior written notice.

XII. TERMS

- A. The provisions of this Agreement shall be interpreted whenever possible to sustain their legality and enforceability. In the event any provision of this Agreement shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Agreement, shall be in any way affected thereby.
- B. The parties acknowledge that the headings contained in this Agreement are provided for convenience only and are not intended to affect its interpretation.
- C. This Agreement sets forth the entire agreement between the parties, and there are no other understandings or agreements, oral or written, between the parties with respect to the services to be provided, and the rate and charges therefore.
- D. No modification, addition, deletion, revision, alteration, or other change to this Agreement shall be effective unless and until such change is reduced to writing and executed and delivered by the authorized representatives of the Village and the Contractor.

E. Contractor Certifications attached hereto as Attachment C and made a part hereof.

IN WITNESS WHEREOF, the Contractor has caused this Agreement to be executed with its corporate seal affixed thereto, by its duly authorized corporate officials acting pursuant to authority granted by its Board of Directors. The Village has caused this Agreement to be executed by its Village Mayor and Village Clerk acting pursuant to authority granted by its Village Council, all on the day and year first written above.

VILLAGE OF FOREST PARK

By (signature): _____

Printed Name: _____

Title: _____

Attest:

By (signature): _____

Printed Name: _____

Title: _____

CONTRACTOR

By (signature): _____

Printed Name: _____

Title: _____

Attest:

By (signature): _____

Printed Name: _____

Title _____

**ATTACHMENT A
PUBLIC BUILDINGS SERVED**

The Municipal Complex (Village Hall)
Two 2-yard containers (garbage)
517 Des Plaines Avenue

Community Center
One 2-yard container (garbage)
7640 Jackson

Village Public Works Facility
Two 6-yard containers (garbage)
7343 15th Street

Altenheim / The Grove
Twenty 96-gallon carts (garbage), and three 64-gallon carts (recycling)
7824 Madison

Fire Department
One 2-yard container (garbage)
7625 Wilcox

**ATTACHMENT B
FEE SCHEDULE**

BASE PROPOSAL					
	Year 1 5/1/26 – 4/30/27	Year 2 5/1/27 – 4/30/28	Year 3 5/1/28 – 4/30/29	Year 4 5/1/29 – 4/30/30	Year 5 5/1/30 – 4/30/31
Residential Units (1-4 units)					
Municipal Waste: 96-gal Cart (monthly rate per <u>unit</u>)					
Recyclable Material: 64-gal Cart (monthly rate per <u>unit</u>)					
Landscape Waste (monthly rate per <u>property</u>)					
Additional 64-Gallon Trash Cart (monthly rate per <u>unit</u>)					
Additional 96-Gallon Trash Cart (monthly rate per <u>unit</u>)					
Subscription Organics Cart* (annual rate per <u>unit</u>)					
Special Collection Pick-up* (rate per cubic yard)					
White Goods* (each)					
Condominium Family Units					
Municipal Waste: Dumpsters (monthly rate per <u>unit</u>)					
Recyclable Material: 96-gal Carts (monthly rate per <u>unit</u>)					
Other Services					
Roll-offs (20 cu yd) (price per haul)					
Emergency Services (hourly rate)					
Notes: 1. * Special Collection Pick-up, White Goods and Subscription Organic Materials Collection fees to be billed by Contractor to resident. 2. Landscape Waste is monthly rate per <u>property</u> (e.g., duplex charged as one property and not two units). Monthly rate is charged to Village year-round. 3. All Municipal Waste monthly fees are for <u>collection and transport (only)</u> to a designated RDP transfer station. Village will pay RDP disposal costs. 4. Roll-off service to be quoted as price per haul to a designated RDP transfer station. Village will pay RDP disposal costs. 3. Emergency Services is hourly rate charged by Contractor after \$3,000 annual free allotment exceeded.					

**ATTACHMENT C
CERTIFICATION FORM**

The assurances hereinafter made by (Company Name) authorized to do business in the State of Illinois (hereinafter the “Contractor”) are each a material representation of fact upon which reliance is placed by the Village of Forest Park, a municipal corporation, (hereinafter the “Village”) in entering into the Agreement with the Contractor. The Village may terminate the Agreement if it is later determined that the Contractor rendered a false or erroneous assurance.

I, (Name of Person Certifying), hereby certify that I am the (Office of Person Certifying) of Contractor and as such hereby represent and warrant to the Village, that the Contractor and its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

- (A) not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- (B) not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
- (C) not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in SILCS 385/1;

In addition, the Contractor hereby represents and warrants to the Village, that:

- (A) the Contractor, pursuant to 30 ILCS 580/1 *et seq.* (“Drug-Free Workplace Act”), will provide a drug-free workplace by:
 - (1) Publishing a statement:
 - a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
 - b. Specifying the actions that will be taken against employees for violations of such prohibition;
 - c. Notifying the employee that, as a condition of employment on such Contract, the employee will;
 - i. Abide by the terms of the statement;
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
 - (2) Establishing a drug-free awareness program to inform employees about:
 - a. the dangers of drug abuse in the workplace;
 - b. the Contractor's policy of maintaining a drug-free workplace;

- c. any available drug counseling, rehabilitation, and employee assistance program; and
 - d. the penalties that may be imposed upon employees for drug violations;
 - (3) Making it a requirement to give a copy of the statement required by Subsection (A)(I) to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;
 - (4) Notifying the Village within ten (10) days after receiving notice under paragraph (A)(I)(c) from an employee or otherwise receiving actual notice of such conviction relating to an employee that performs services for the Village;
 - (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
 - (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
 - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;
- (B) the Contractor has not excluded and will not exclude from participation in, denied the benefits of, subjected to discrimination under, or denied employment to any person in connection with any activity funded under the contract on the basis of race, color, age, religion, national origin, disability, or sex;
 - (C) no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Contractor has disclosed to the Village in writing the name(s) of the holder of such interest;
 - (D) no officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of the Village Code of the Village of Forest Park;
 - (E) the Contractor has not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria

for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of the Village Code of the Village of Forest Park;

- (F) neither the Contractor nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that the Contractor is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person; and
- (G) the Contractor acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.), documents or records prepared or used in relation to work performed under this Contract are considered a public record of the Village; and therefore, within thirty (30) days of completion of the work required of the Contractor under this Contract, the Contractor shall produce to the Village, in electronic format, all records that directly relate to the governmental function performed by the Contractor under this Contract at no additional cost to the Village; and furthermore, the Contractor shall review its records and promptly produce to the Village any additional records in the Contractor's possession which the Village requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.), and the Contractor shall produce to the Village such records within three (3) business days of a request for such records from the Village at no additional cost to the Village.

If any certification made by the Contractor or term or condition in the Agreement changes, the Contractor shall notify the Village of Forest Park in writing within seven (7) days.

CONTRACTOR

By (signature): _____
 Printed Name: _____
 Title: _____
 Date: _____

Notary public:

Subscribed and sworn before me this _____ day of _____, 202__.

Signature: _____

Seal:

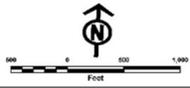
APPENDIX E. SERVICE AREA MAP

**REQUEST FOR PROPOSALS FOR
MUNICIPAL WASTE, RECYCLING AND LANDSCAPE WASTE
COLLECTION SERVICES**



VILLAGE OF FOREST PARK OFFICIAL ZONING MAP

VALID THROUGH DECEMBER 31, 2023



LEGEND

RESIDENTIAL DISTRICT

- R-1 LOW DENSITY
- R-2 MEDIUM DENSITY
- R-3 HIGH DENSITY

COMMERCIAL DISTRICT

- B-1 NEIGHBORHOOD SHOPPING
- B-2 COMMUNITY SHOPPING
- DBD DOWNTOWN BUSINESS

INDUSTRIAL DISTRICT

- I-1 LIGHT INDUSTRIAL
- I-2 INDUSTRIAL

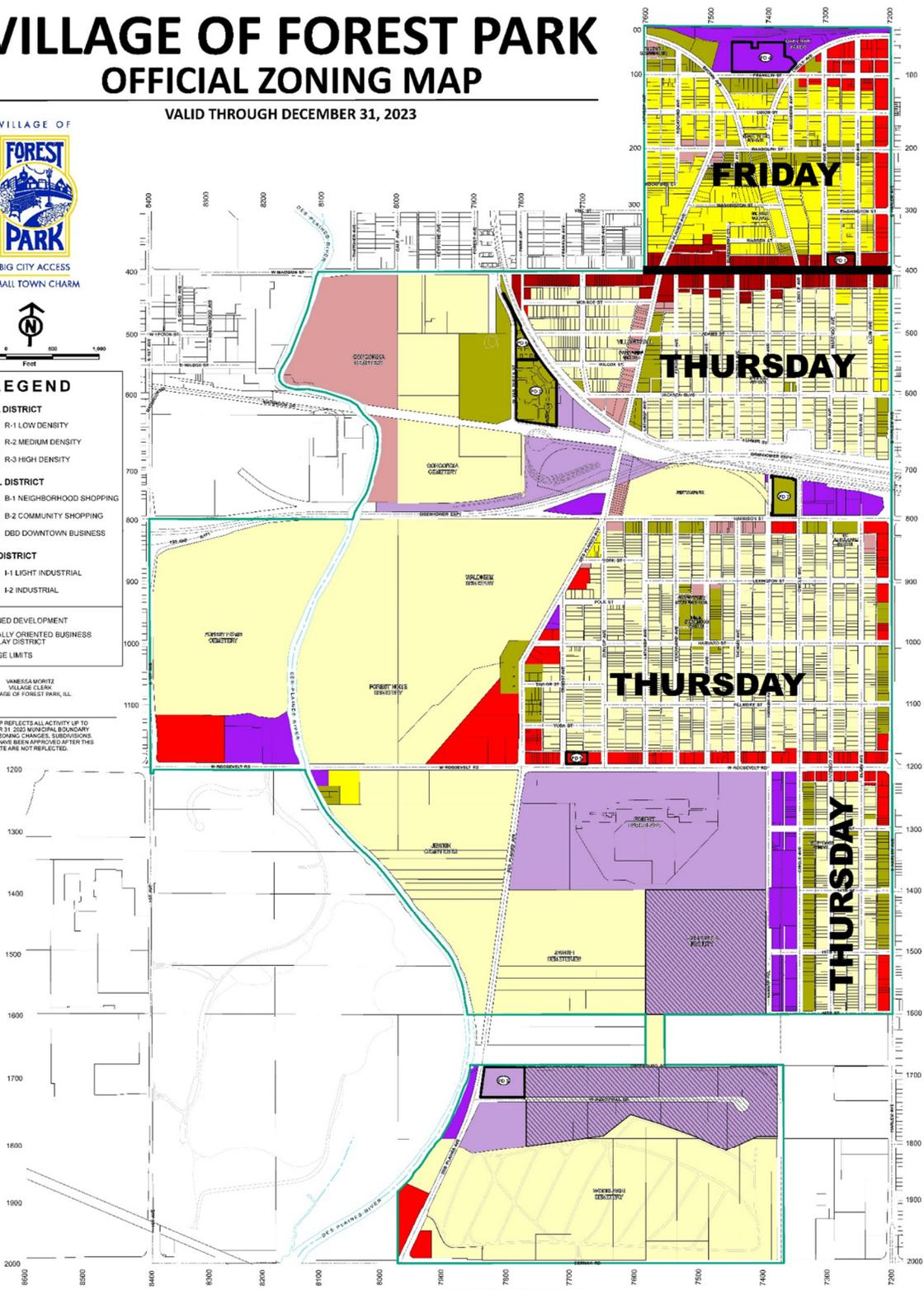
PLANNED DEVELOPMENT

SEXUALLY ORIENTED BUSINESS OVERLAY DISTRICT

VILLAGE LIMITS

VANESSA MORITZ
VILLAGE CLERK
VILLAGE OF FOREST PARK, ILL.

NOTE: MAP REFLECTS ALL ACTIVITY UP TO DECEMBER 31, 2022. MUNICIPAL BOUNDARY CHANGES, ZONING CHANGES, SUBDIVISIONS, ETC. THAT HAVE BEEN APPROVED AFTER THIS DATE ARE NOT REFLECTED.



INDEX OF PLANNED DEVELOPMENTS

1. MADISON COMMONS 0-49-03, 0-50-03
2. THE RESIDENCES AT THE GROVE 0-01-05, 0-02-05
3. LIFETIME STORAGE 0-38-13
4. FARMINGTON 0-38-15
5. DOLLAR TREE 0-16-16
6. VAN BUREN TOWNHOMES 0-20-17
7. 7329 W. HARRISON 0-19-17

CHRISTOPHER B. BURKE ENGINEERING LTD.
3575 West Higgins Road, Suite 600
Rosemont, Illinois 60018
(847) 823-0500

NOTE: PARCEL BOUNDARIES BASED ON COOK COUNTY ACCESSORS DATABASE CREATED DEC. 20, 2018

APPENDIX F. CONDOMINIUM BUILDINGS

**REQUEST FOR PROPOSALS FOR
MUNICIPAL WASTE, RECYCLING AND LANDSCAPE WASTE
COLLECTION SERVICES**



CONDOMINIUM BUILDINGS			
Address	# Units	Address	# Units
235 Marengo	98	205 Circle	12
7753 VanBuren	70	1101 Harlem	12
7757 VanBuren	70	926 Dunlop	11
850 Desplaines Ave	68	424 Elgin	11
310 Lathrop	67	33 Rockford	11
320 Circle	62	7444 Washington	10
211 Elgin	60	7740 Harvard	10
7443 Washington	50	416 Marengo	9
7449 Washington	48	313 Elgin	9
314 Lathrop	48	122 Circle	9
115 Marengo	45	502 Beloit	9
7432 Washington	43	517-33 Grove Lane	9
7314 Randolph	42	316 Marengo	9
215 Marengo	40	539 Jackson	9
7428 Washington	40	238-52 Elgin	8
140 Marengo	36	7410 Dixon	8
146-48 Circle	34	601-15 Grove Lane	8
227 Elgin	33	600-14 Grove Lane	8
7320 Dixon	32	501-15 Grove Lane	8
500 Beloit	30	812 Thomas	7
7200 Adams	22	617-29 Grove Lane	7
7635 Jackson	21	616-628 Grove Lane	7
600 Elgin	20	1100 Hannah	6
32 Elgin	18	230 Circle	6
1539 Harlem	18	839 Lathrop	6
1533 Harlem	17	837 Lathrop	6
7233 Randolph	16	520-30 Grove Lane	6
234 Circle	13	533 Jackson	6
7301 Dixon	12	1225 Elgin	5
7240 Franklin	12	309 Elgin	5
7240 Dixon	12	329 Marengo	5
1130 Dunlop	12	142-6 Rockford	5

Total Unit Count: 1,466
Total Property Count: 82

**RESOLUTION APPROVING AND RATIFYING THE EXECUTION
OF A COPS HIRING GRANT BY AND BETWEEN THE
U.S. DEPARTMENT OF JUSTICE (“DOJ”) AND THE VILLAGE OF FOREST PARK**

WHEREAS, the Village of Forest Park (“Village”) has made application for and has been awarded a COPS Hiring Grant from the DOJ in the amount of Three Hundred Seventy-Five Thousand Dollars (\$375,000.00) (“Grant”); and

WHEREAS, the Village deems it advisable, necessary and in public interest that the Village approve, confirm and ratify the acceptance of the Grant.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Forest Park, Cook County, Illinois, as follows:

Section 1. The facts and statements contained in the preamble clauses to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2. Acceptance of the Grant, a copy of which is attached hereto and made a part hereof as Exhibit A and on file with the office of the Village Clerk, is hereby approved, and the prior execution thereof by the Village Administrator, or her designee, is hereby ratified, and the execution thereof to constitute conclusive evidence of approval of same.

Section 3. The officials, officers and employees of the Village are hereby authorized to take such further actions and execute such documents as are necessary to perform the Agreement and carry out the purpose and intent of this Resolution and the Grant.

Section 4. This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

RESOLVED by the Council of the Village of Forest Park, Cook County, Illinois, this 12th day of January, 2026.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 12th day of January, 2026.

Rory E. Hoskins, Mayor

ATTESTED and Filed in my office,
and published in pamphlet form
this _____ day of January, 2026.

Megan Roach, Deputy Village Clerk

EXHIBIT A

Grant

**Village of Forest Park
Council Agenda Item Summary**

Council Meeting Date:	November 10, 2025	Presented By:	Chief Ken Gross
Agenda Item Title:	U.S. Department of Justice - COPS Hiring Grant	Budgeted Item:	Yes: Not Applicable No:
Budget Account Number:	Grant	Amount Budgeted:	\$375.00/ 25% matching \$125,000 over 3 years
Council Executive Summary			
<p>The Forest Park Police Department has been awarded from the U.S. Department of Justice the COPS Hiring Grant. The funding assistance will provide financial help in hiring three (3) new officers due to revenue short falls. The program funding will assist the Forest Park Police Department to reach towards our maximum full staffing numbers. The COPS Hiring Program will afford the Forest Park Police Department the ability to continue the community policing programming and mission to create a safer environment and develop a greater sense of trust and respect between the police department and those who reside, work, or visit. The grant has a matching amount of 25% per years which is outlined in condition #33 of the grant agreement. The grant funding awarded is \$125,000 for three (3) officers over a three (3) year period.</p> <p style="text-align: right;">Total grant funding requested \$375,000 / 25% matching \$93,750.00 - over three years = \$31,250 per year.</p>			
Recommended Action			
It is the recommendation of the Police Department that the Mayor and Village Council approve the U.S. Department of Justice COPS Hiring Grant funding for the amount of \$375,000 awarded for three officers.			
Approved:	Denied:	Deferred:	
Other Comments:			



Department of Justice (DOJ)

Office of Community Oriented Policing Services (COPS Office)

Washington, D.C. 20531

Name and Address of Recipient:	FOREST PARK VILLAGE OF 517 DES PLAINES AVE
City, State and Zip:	FOREST PARK, IL 60130
Recipient UEI:	JGWJBEJKDTF6
Project Title: FY25 COPS Hiring Program	Award Number: 15JCOPS-25-GG-00952-UHPX
Solicitation Title: FY25 COPS Hiring Program	
Federal Award Amount: \$375,000.00	Federal Award Date: 10/10/25
Awarding Agency:	Office of Community Oriented Policing Services
Award Type:	Initial
Funding Instrument Type:	Grant
Opportunity Category: D	
Assistance Listing: 16.068 - COPS Hiring Program	
Project Period Start Date: 10/1/25	Project Period End Date: 9/30/30
Budget Period Start Date: 10/1/25	Budget Period End Date: 9/30/30
Project Description: The FY25 COPS Hiring Program (CHP) provides funding to law enforcement agencies to hire and/or rehire additional career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts. Anticipated outcomes of CHP awards include engagement in planned community partnerships, implementation of projects to analyze and assess problems, implementation of changes to personnel and agency management in support of community policing, and increased capacity of agency to engage in community policing activities	

Award Letter

October 10, 2025

Dear Ken Gross,

On behalf of Attorney General Pamela Bondi, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by FOREST PARK VILLAGE OF for an award under the funding opportunity entitled 2025 FY25 COPS Hiring Program. The approved award amount is \$375,000. Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award

requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Cory D. Randolph
COPS Acting Director

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@oip.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

UEI

JGWJBEJKDTF6

ORI Number

Street 1

517 DES PLAINES AVE

Street 2

City

FOREST PARK

State/U.S. Territory

Illinois

Zip/Postal Code

60130

Country

United States

County/Parish

Province

Award Details

Federal Award Date

10/10/25

Award Type

Initial

Award Number

15JCOPS-25-GG-00952-UHPX

Supplement Number

00

Federal Award Amount

\$375,000.00

Funding Instrument Type

Grant

**Assistance Listing
Number**

16.068

Assistance Listings Program Title

COPS Hiring Program

Statutory Authority

The Public Safety Partnership and Community Policing Act of 1994, 34 U.S.C. § 10381 et seq

[] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2025 FY25 COPS Hiring Program

Awarding Agency

COPS

Application Number

GRANT14417275

Grant Manager Name

Monique Bolton

Phone Number

202-451-7202

E-mail Address

monique.bolton@usdoj.gov

Project Title

FY25 COPS Hiring Program

Performance Period Start**Date**

10/01/2025

Performance Period End Date

09/30/2030

Budget Period Start Date

10/01/2025

Budget Period End Date

09/30/2030

Project Description

The FY25 COPS Hiring Program (CHP) provides funding to law enforcement agencies to hire and/or rehire additional career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts. Anticipated outcomes of CHP awards include engagement in planned community partnerships, implementation of projects to analyze and assess problems, implementation of changes to personnel and agency management in support of community policing, and increased capacity of agency to engage in community policing activities

[] I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. All costs listed in the approved budget below were programmatically approved based on the final proposed detailed budget and budget narratives submitted by your agency to the COPS Office. Any adjustments or edits to the proposed budget are explained below.

Budget Clearance Date: 9/16/25 10:30 AM

Comments

No items

Budget Summary

Budget Category	Proposed Budget	Change	Approved Budget	Percentage
Sworn Officer Positions:	\$760,993	-\$1	\$760,992	
Civilian or Non-Sworn Personnel:	\$0	\$0	\$0	
Travel:	\$0	\$0	\$0	
Equipment:	\$0	\$0	\$0	
Supplies:	\$0	\$0	\$0	

SubAwards:	\$0	\$0	\$0	
Procurement Contracts:	\$0	\$0	\$0	
Other Costs:	\$0	\$0	\$0	
Total Direct Costs:	\$760,993	-\$1	\$760,992	
Indirect Costs:	\$0	\$0	\$0	
Total Project Costs:	\$760,993	-\$1	\$760,992	
Federal Funds:	\$375,000	\$0	\$375,000	49.28%
Match Amount:	\$385,992	\$0	\$385,992	50.72%
Program Income:	\$0	\$0	\$0	0.00%

[] I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1

Restrictions on Internal Confidentiality Agreements: No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Full-Year Continuing Appropriations and Extensions Act, 2025, Public Law 119-4; Further Consolidated Appropriations Act, 2024, Public Law 118-47, Division B, Title VII, Section 742.

Condition 2

Compliance with 8 U.S.C. § 1373: Authority to obligate or expend contingent on compliance with this condition. State or local government entity recipients of this award, and any subrecipient of this award at any tier that is an entity of a State or of a unit of local government, must comply with 8 U.S.C. §1373, which provides that such entities may not prohibit, or in any way restrict, any government entity or official from sending to, receiving from, maintaining, or exchanging information regarding citizenship or immigration status, lawful or unlawful, of any individual with components of the U.S. Department of Homeland Security or any other federal, state or local government entity. This includes any prohibitions or restrictions imposed or established by a State or local government entity or official.

Any obligations or expenditures of a recipient or subrecipient that are impermissible under this condition shall be unallowable costs for purposes of this award.

References to the Immigration and Naturalization Service in 8 U.S.C. 1373 are to be read, as a legal matter, as references to components of the U.S. Department of Homeland Security.

Condition 3

Federal Civil Rights and Nondiscrimination Laws (certification): The recipient agrees that its compliance with all applicable Federal civil rights and nondiscrimination laws is material to the government's decision to make this award and any payment thereunder, including for purposes of the False Claims Act (31 U.S.C. 3729-3730 and 3801-3812), and, by accepting this award, certifies that it does not operate any programs (including any such programs having components relating to diversity, equity, and inclusion) that violate any applicable Federal civil rights or

nondiscrimination laws.

Condition 4

Federal Laws, Presidential Memoranda, and Executive Orders: Recipients of grant funding must comply with all applicable federal laws and Presidential Memoranda and all Executive Orders by the President.

Condition 5

Award Monitoring Activities: Federal law requires that recipients receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, enhanced office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 2 C.F.R. §§ 200.334 and 200.337, and, as applicable, 34 U.S.C. § 10385(a).

Condition 6

Authorized Representative Responsibility: The recipient understands that, in accepting this award, the Authorized Representatives declare and certify, among other things, that they possess the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accept (or adopt) all material requirements throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 7

Contract Provision: All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Please see appendices in the Award Owner's Manual for a full text of the contract provisions.

Condition 8

Award Owner's Manual: The recipient agrees to comply with the terms and conditions in the applicable award year COPS Office Program Award Owner's Manual; DOJ Grants Financial Guide; COPS Office statute (34 U.S.C. § 10381, et seq.) as applicable; Students, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (34 U.S.C. § 10551, et seq.) as applicable; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), including subsequent changes, as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

Failure to comply with one or more award requirements may result in remedial action including, but not limited to, withholding award funds, disallowing costs, suspending, or terminating the award, or other legal action as appropriate.

Should any provision of a condition of this award be held to be invalid or unenforceable by its terms, then that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law (to any person or circumstance) under this award. Should it be held, instead, that a condition (or a provision thereof) is of utter invalidity or unenforceability, such condition (or such provision) shall be deemed severable from this award.

Condition 9

Federal Civil Rights: The recipient and any subrecipient must comply with applicable federal civil rights and nondiscrimination statutes and regulations including: Section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), as implemented in Subparts C and D of 28 C.F.R. Part 42; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as implemented in Subpart G of 28 C.F.R. Part 42; section 901 of the Education Amendments of 1972 (20 U.S.C.

§ 1681), as implemented in Subpart D of 28 C.F.R. Parts 42 and 54; section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102), as implemented in Subpart I of 28 C.F.R. Part 42; and section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)), as implemented in Subpart D of 28 C.F.R. Part 42. In addition to applicable federal statutes and regulations that pertain to civil rights and nondiscrimination, the recipient and any subrecipient must comply with the requirements in 28 C.F.R. Parts 22 (Confidentiality of Identifiable Research and Statistical Information); 28 C.F.R. Part 23 (Criminal Intelligence Systems Operating Policies); 28 C.F.R. Part 38 (Partnerships with Faith-Based and Other Neighborhood Organizations); and 28 C.F.R. Part 46 (Protection of Human Subjects). For an overview of the civil rights laws and nondiscrimination requirements in connection with your award, please see <https://www.ojp.gov/program/civil-rights/overview>.

Condition 10

Duplicative Funding: The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

Condition 11

Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and COPS Office authority to terminate award): The recipient and subrecipient agree to comply with the following requirements of 2 C.F.R. Part 175, Appendix A to Part 175 – Award Term:

I. Trafficking in Persons

(a) Provisions applicable to a recipient that is a private entity. (1) Under this award, the recipient, its employees, subrecipients under this award, and subrecipient's employees must not engage in:

(i) Severe forms of trafficking in persons;

(ii) The procurement of a commercial sex act during the period of time that this award or any subaward is in effect;

(iii) The use of forced labor in the performance of this award or any subaward; or

(iv) Acts that directly support or advance trafficking in persons, including the following acts:

(A) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

(B) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

(1) Exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant or cooperative agreement; or

(2) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;

(C) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

(D) Charging recruited employees a placement or recruitment fee; or

(E) Providing or arranging housing that fails to meet the host country's housing and safety standards.

(2) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if any private entity under this award:

(i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or

(ii) Has an employee that is determined to have violated a prohibition in paragraph

(a)(1) of this this appendix through conduct that is either:

(A) Associated with the performance under this award; or

(B) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB

Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by DOJ at 2 C.F.R. Part 2867.

(b) Provision applicable to a recipient other than a private entity. (1) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if a subrecipient that is a private entity under this award:

(i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or

(ii) Has an employee that is determined to have violated a prohibition in paragraph

(a)(1) of this appendix through conduct that is either:

(A) Associated with the performance under this award; or

(B) Imputed to the subrecipient using the standards and due process for imputing the

conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by 2 C.F.R. Part 2867.

(c) Provisions applicable to any recipient.

(1) The recipient must inform the Federal agency and the Inspector General of the Federal agency immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a)(1) of this appendix.

(2) The Federal agency's right to unilaterally terminate this award as described in paragraphs (a)(2) or (b)(1) of this appendix:

(i) Implements the requirements of 22 U.S.C. 78, and

(ii) Is in addition to all other remedies for noncompliance that are available to the Federal agency under this award.

(3) The recipient must include the requirements of paragraph (a)(1) of this award term in any subaward it makes to a private entity.

(4) If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

(d) Definitions. For purposes of this award term:

Employee means either:

(1) An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this award; or

(2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

Private Entity means any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Condition 12

Termination: Recipient understands and agrees that the COPS Office may terminate funding, in whole or in part, for the following reasons:

(1) When the recipient fails to comply with the terms and conditions of a Federal award.

(2) When the recipient agrees to the termination and termination conditions.

(3) When the recipient provides the COPS Office written notification requesting termination including the reasons, effective date, and the portion of the award to be terminated. The COPS Office may terminate the entire award if the remaining portion will not accomplish the purposes of the award.

(4) Pursuant to any other award terms and conditions, including, when an award no longer effectuates the program goals or agency priorities to the extent such termination is authorized by law.

2. C.F.R. § 200.340.

Condition 13

Recipient Integrity and Performance Matters: For awards over \$500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:

I. Reporting of Matters Related to Recipient Integrity and Performance

(a) General Reporting Requirement.

(1) If the total value of your active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient must ensure the information available in the responsibility/qualification records through the System for Award Management (SAM.gov), about civil, criminal, or administrative proceedings described in paragraph (b) of this award term is current and complete. This is a statutory requirement under section 872 of Public Law 110–417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111– 212, all information posted in responsibility/qualification records in SAM.gov on or after April 15, 2011 (except past performance reviews required for Federal procurement contracts) will be publicly available.

(b) Proceedings About Which You Must Report.

(1) You must submit the required information about each proceeding that—

(i) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the

Federal Government;

(ii) Reached its final disposition during the most recent five-year period; and

(iii) Is one of the following—

(A) A criminal proceeding that resulted in a conviction;

(B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

(C) An administrative proceeding that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(D) Any other criminal, civil, or administrative proceeding if—

(1) It could have led to an outcome described in paragraph (b)(1)(iii)(A) through (C);

(2) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(3) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.

(c) Reporting Procedures. Enter the required information in SAM.gov for each proceeding described in paragraph (b) of this award term. You do not need to submit the information a second time under grants and cooperative agreements that you received if you already provided the information in SAM.gov because you were required to do so under Federal procurement contracts that you were awarded.

(d) Reporting Frequency. During any period of time when you are subject to the requirement in paragraph (a) of this award term, you must report proceedings information in SAM.gov for the most recent five-year period, either to report new information about a proceeding that you have not reported previously or affirm that there is no new information to report. If you have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, you must disclose semiannually any information about the criminal, civil, and administrative proceedings.

(e) Definitions. For purposes of this award term—

Administrative proceeding means a nonjudicial process that is adjudicatory in nature to make a determination of fault or liability (for example, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with the performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere. Total value of currently active grants, cooperative agreements, and procurement contracts includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding).

Condition 14

Reporting Subawards and Executive Compensation: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:

I. Reporting Subawards and Executive Compensation

(a) Reporting of first-tier subawards—(1) Applicability. Unless the recipient is exempt as provided in paragraph (d) of this award term, the recipient must report each subaward that equals or exceeds \$30,000 in Federal funds for a subaward to an entity or Federal agency. The recipient must also report a subaward if a modification increases the Federal funding to an amount that equals or exceeds \$30,000. All reported subawards should reflect the total amount of the subaward.

(2) Reporting Requirements. (i) The entity or Federal agency must report each subaward described in paragraph (a)(1) of this award term to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at <http://www.fsr.gov>.

(ii) For subaward information, report no later than the end of the month following the month in which the subaward was issued. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).

(b) Reporting total compensation of recipient executives for entities—(1) Applicability. The recipient must report the total compensation for each of the recipient's five most highly compensated executives for the preceding completed fiscal year if:

(i) The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000;

(ii) in the preceding fiscal year, the recipient received:

(A) 80 percent or more of the recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and

Federal awards (and subawards) subject to the Transparency Act; and,
(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(2) Reporting Requirements. The recipient must report executive total compensation described in paragraph (b)(1) of this appendix:

(i) As part of the recipient's registration profile at <https://www.sam.gov>.

(ii) No later than the month following the month in which this Federal award is made, and annually after that. (For example, if this Federal award was made on November 7, 2025, the executive total compensation must be reported by no later than December 31, 2025.)

(c) Reporting of total compensation of subrecipient executives—(1) Applicability. Unless a first-tier subrecipient is exempt as provided in paragraph (d) of this appendix, the recipient must report the executive total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:

(i) The total Federal funding authorized to date under the subaward equals or exceeds \$30,000;

(ii) In the subrecipient's preceding fiscal year, the subrecipient received:

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts

(and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal awards (and subawards) subject to the Transparency Act; and

(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see

the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(2) Reporting Requirements. Subrecipients must report to the recipient their executive total compensation described in paragraph

(c)(1) of this appendix. The recipient is required to submit this information to the

Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at <http://www.fsrs.gov> no later than the end of the month following the month in which the subaward was made. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).

(d) Exemptions. (1) A recipient with gross income under \$300,000 in the previous tax year is exempt from the requirements to report:

(i) Subawards, and

(ii) The total compensation of the five most highly compensated executives of any subrecipient.

(e) Definitions. For purposes of this award term:

Entity includes:

(1) Whether for profit or nonprofit:

(i) A corporation;

(ii) An association;

(iii) A partnership;

(iv) A limited liability company;

(v) A limited liability partnership;

(vi) A sole proprietorship;

(vii) Any other legal business entity;

(viii) Another grantee or contractor that is not excluded by subparagraph (2); and

(ix) Any State or locality;

(2) Does not include:

(i) An individual recipient of Federal financial assistance; or

(ii) A Federal employee.

Executive means an officer, managing partner, or any other employee holding a management position.

Subaward has the meaning given in 2 CFR 200.1.

Subrecipient has the meaning given in 2 CFR 200.1.

Total Compensation means the cash and noncash dollar value an executive earns during an entity's preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).

Condition 15

Assurances and Certifications: The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

Condition 16

Conflict of Interest: Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in 2 C.F.R. § 200.112.

Condition 17

Debarment and Suspension: The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

Condition 18

Equal Employment Opportunity Plan (EEO): Please see the Office for Civil Rights website <https://www.ojp.gov/eeop-notice> for current information on the recipient's responsibilities related to the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan.

Condition 19

Employment Eligibility: The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

Condition 20

Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information: Recipients and subrecipients agree not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. Recipients and subrecipients also agree to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

Condition 21

False Statements: False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law. 31 U.S.C. § 3729-3733.

Condition 22

Mandatory Disclosure: Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over \$500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.339. 2 C.F.R. § 200.113.

Condition 23

Reports/Performance Goals: To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic performance reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.328 - 200.329. The performance report is used to track your agency's progress in implementing the

award, and, as applicable, community policing strategies including gauging the effectiveness of your agency's community policing capacity. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

Condition 24

System for Award Management (SAM.gov) and Universal Identifier Requirements: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:

I. System for Award Management (SAM.gov) and Universal Identifier Requirements

(a) Requirement for System for Award Management. (1) Unless exempt from this requirement under 2 CFR 25.110, the recipient must maintain a current and active registration in SAM.gov. The recipient's registration must always be current and active until the recipient submits all final reports required under this Federal award or receives the final payment, whichever is later. The recipient must review and update its information in SAM.gov at least annually from the date of its initial registration or any subsequent updates to ensure it is current, accurate, and complete. If applicable, this includes identifying the recipient's immediate and highest-level owner and subsidiaries and providing information about the recipient's predecessors that have received a Federal award or contract within the last three years.

(b) Requirement for Unique Entity Identifier (UEI). (1) If the recipient is authorized to make subawards under this Federal award, the recipient:

(i) Must notify potential subrecipients that no entity may receive a subaward until the entity has provided its UEI to the recipient.

(ii) Must not make a subaward to an entity unless the entity has provided its UEI to the recipient. Subrecipients are not required to complete full registration in SAM.gov to obtain a UEI.

(c) Definitions. For the purposes of this award term:

System for Award Management (SAM.gov) means the Federal repository into which a recipient must provide the information required for the conduct of business as a recipient. Additional information about registration procedures may be found in SAM.gov (currently at <https://www.sam.gov>).

Unique entity identifier means the universal identifier assigned by SAM.gov to uniquely identify an entity.

Entity is defined at 2 CFR 25.400 and includes all of the following types as defined in 2 CFR 200.1:

- (1) Non-Federal entity;
- (2) Foreign organization;
- (3) Foreign public entity;
- (4) Domestic for-profit organization; and
- (5) Federal agency.

Subaward has the meaning given in 2 CFR 200.1.

Subrecipient has the meaning given in 2 CFR 200.1.

Condition 25

Additional High-Risk Recipient Requirements: The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient. 2 C.F.R. § 200.208.

Condition 26

Evaluations: The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators. 34 U.S.C. § 10385(b).

Condition 27

Background Investigations: Recipients agree to ensure that each officer(s) hired with CHP funding will be subject to a background investigation, notify the COPS Office upon completion of the background investigation for each officer hired under the CHP award, and cooperate with the COPS Office and provide updates on the status of background investigations upon request. 2 C.F.R. § 200.208

If the COPS Office determines that CHP funds are being used to pay the salary and fringe benefits of an officer who has not undergone a background investigation, the COPS Office may temporarily suspend grant funds in accordance with 2 C.F.R. §200.339 until the agency can demonstrate the background investigation has been completed.

Condition 28

Retention: At the time of award application, your agency committed to retaining all sworn officer positions awarded

under the CHP award with state and/or local funds for a minimum of 12 months following the conclusion of 36 months of federal funding for each position, over and above the number of locally-funded sworn officer positions that would have existed in the absence of the award. Your agency cannot satisfy the retention requirement by using CHP-funded positions to fill locally-funded vacancies resulting from attrition. 34 U.S.C. § 10382 (c)(8).

Condition 29

Allowable Costs Condition: The funding under this project is for the payment of three years (36 months) of approved full-time entry-level salaries and fringe benefits during the five-year (60 months) period of performance. The maximum federal share is \$125,000 per officer position (unless a local match waiver is approved) for career law enforcement officer positions hired and/or rehired on or after the official award start date. Any salary and fringe benefit costs higher than entry-level that your agency pays a CHP-funded officer must be paid with local funds. Your agency is required to use CHP award funds for the specific hiring categories awarded. In accordance with 2 C.F.R. § 200.400(g), the recipient or subrecipient must not earn or keep any profit resulting from the award. Funding under this program may be used for the following categories:

- Hiring new officers, which includes filling existing officer vacancies that are no longer funded in your agency's budget;
- Rehiring officers laid off by any jurisdiction as a result of state, local, or Bureau of Indian Affairs (BIA) budget reductions; and/or
- Rehiring officers who were, at the time of award application, scheduled to be laid off (by your jurisdiction) on a specific future date as a result of state, local, or BIA budget reductions.

If your agency's local fiscal conditions have changed and your agency needs to change one or more of the funded hiring categories, your agency should request an award modification and receive prior approval before spending CHP funding under the new category. The approved budget in the award package specifies the amount of CHP funds awarded to your agency. Please note that the salary and fringe benefit costs requested in your CHP application may have been adjusted or removed. Your agency may only be reimbursed for the approved cost categories up to the amounts specified in the approved budget. Only actual allowable costs incurred during the award period will be eligible for reimbursement and drawdown. If your agency experiences any cost savings over the course of the award (for example, your award application overestimated the total entry-level officer salary and fringe benefits package), your agency may not use that excess funding to continue salary payments to the officers beyond 36 months. Any funds remaining after your agency has drawn down for the costs of approved salaries and fringe benefits incurred for each awarded position during the 36-month funding period will be deobligated during the closeout process and should not be spent by your agency.

Condition 30

Advancing Department of Justice Priority Problem Focus Areas: This condition applies to agencies that selected one of the following priority crime problem/focus areas to address in their COPS Hiring Program (CHP) application:

- Violent Crime
- Squatting and Encampment Enforcement
- Homeland and Border Security
- Nuisance and Abatement and Quality of Life
- School Based Policing

Your agency understands and agrees to the following: Your agency will implement the one specific community policing plan identified in your CHP award application?

Your agency will address its specific priority crime problem throughout the entire CHP award period?

Your agency will implement any organizational changes identified in its CHP award application;

Your agency will cooperate with any award monitoring by the COPS Office to ensure that it is initiating or enhancing its community policing efforts to address its priority crime problem, which may include your agency having to respond to additional or modified reporting requirements.

Condition 31

Supplementing, not Supplanting: State, local, and tribal government recipients must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

Condition 32

Career Law Enforcement Officer: Officer hiring funds may only be used to pay entry-level salaries and fringe benefits for full-time "career law enforcement officers" for 36 months. The COPS Office's statute defines a "career law enforcement officer" as "a person hired on a permanent basis who is authorized by law or by a State or local public agency to engage in or supervise the prevention, detection, or investigation of violations of criminal laws." 34 U.S.C. §10389(1). A recipient agency may use officer hiring funds to pay the salary and benefits of recruits while in academy training to become "career law enforcement officers" if it is the standard practice of the agency to do so with locally-funded recruits. The State of Alaska, and any Indian tribe or tribal organization in that State, may also use officer hiring funds for a "village public safety officer" defined as "an individual employed as a village public safety officer under the program established by the State pursuant to Alaska Statute 18.65.670." Tribal Law and Order Act of 2010, Pub. L. 111-211, title II, § 247 (a)(2).

Condition 33

Local Match: COPS Hiring Program award recipients are required to contribute a local match of at least 25 percent towards the total cost of the approved award project, unless waived in writing by the COPS Office. The local match must be a cash match from funds not previously budgeted for law enforcement purposes and must be paid during the award period. The local match contribution must be made on an increasing basis during each year of the three-year award period, with the federal share decreasing accordingly. 34 U.S.C. § 10381(g).

Condition 34

Modifications: Occasionally, a change in an agency's fiscal or law enforcement situation necessitates a change in its COPS Office CHP award. Award modifications under CHP are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308(i). For federal awards in excess of the simplified acquisition threshold (currently \$250,000), any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office. In addition, please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

In addition, modification requests should be submitted to the COPS Office when an agency determines that it will need to shift officer positions awarded in one hiring category into a different hiring category and/or reduce the total number of positions awarded. For example, if an agency was awarded CHP funding for two new, additional sworn officer positions, but due to fiscal distress/constraints the agency needs to change the hiring category from the new hire category to the rehire category for officers laid off or scheduled for layoff on a specific future date post-application, the agency would have to request a modification. The COPS Office will only consider a modification request after an agency makes final, approved budget and/or personnel decisions. An agency may implement the modified award following written approval from the COPS Office. Please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

During the CHP award period, it may become necessary for an agency to modify its CHP award due to changes in an agency's fiscal or law enforcement situation. Modification requests should be submitted to the COPS Office when an agency determines that it will need to shift officer positions awarded in one hiring category into a different hiring category, reduce the total number of positions awarded, shift funds among benefit categories, and/or reduce the entry-level salary and fringe benefit amounts. For example, an agency may have been awarded CHP funding for 10 new, additional full-time sworn officer positions, but due to severe fiscal distress/constraints, the agency determines it is unable to sustain all 10 positions and must reduce its request to five full-time positions; or an agency may have been awarded CHP funding for two new, additional sworn officer positions, but due to fiscal distress/constraints the agency needs to change the hiring category from the new hire category to the rehire category for officers laid off or scheduled for layoff on a specific future date post-application. Award modifications under CHP are evaluated on a case-by-case basis. The COPS Office will only consider a modification request after an agency makes final, approved budget and/or personnel decisions. An agency may implement the modified award following written approval from the COPS Office. Please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

Condition 35

School Resource Officer (SRO) Training Requirement: COPS Office-funded SROs are required to complete a 40-hour basic SRO training course from a list of COPS Office-approved providers. Training must be completed no later than nine months after the date shown on the award congratulatory letter or six months from the date of the SRO's hire,

whichever comes first. If a COPS Office-funded SRO leaves the recipient agency after completing the training, the recipient agrees to pay for the new SRO, who is assigned to backfill this position, to attend a 40-hour basic training course. The new SRO must complete the training no later than nine months after being placed in the school. If the officer has completed 40-hour basic training within the last 12 months prior to the award date, the condition has been fulfilled. Any longer than 12 months will require the officer to retake the course. The agency must coordinate with the training provider to secure funding to cover registration and travel expenses.
If your agency fails to comply with the SRO basic training within the specified timeframe, the COPS Office may temporarily suspend grant funds or take other remedial actions in accordance with 2 C.F.R. §200.339 until your agency complies with this requirement.

Condition 36

Extensions: Your agency may request an extension of the 60-month award performance period to receive additional time to implement your award program. Such extensions do not provide additional funding. Any request for an extension will be evaluated on a case-by-case basis. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Reasonable justifications may include difficulties in filling COPS Office-funded positions, officer turnover, or other circumstances that interrupt the 36-month funding period. An extension allows your agency to compensate for such delays by providing additional time to complete the full 36 months of funding for each position awarded. 2 C.F.R. §§ 200.308(f)(10) and 200.309. Extension requests must be received prior to the end date of the award.

Condition 37

Contracts and/or MOUs with other Jurisdictions: Sworn law enforcement officer positions awarded must be used for law enforcement activities or services that benefit your agency and the population that it serves. The items funded under the CHP award cannot be utilized by other agencies unless the items benefit the population that your agency serves. Your agency may use items funded under the CHP award to assist other law enforcement agencies under a resource sharing, mutual aid, or other agreement to address multi-jurisdictional issues as described in the agreement.

Condition 38

Community Policing: Community policing activities to be initiated or enhanced by your agency and the officers funded by this award program were identified and described in your CHP award application. Your agency developed a community policing plan for the CHP award with specific reference to a crime or disorder problem and the following elements of community policing: (a) problem solving—your agency’s plan to assess and respond to the problem identified; (b) community partnerships and support, including related governmental and community initiatives that complement your agency’s proposed use of CHP funding; and (c) organizational transformation—how your agency will use the funds to reorient its mission to community policing or enhance its involvement in and commitment to community policing. Throughout the CHP award period, your agency is required to implement the community policing plan it set forth in the CHP award application.

The COPS Office defines community policing as a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem-solving techniques to proactively address the immediate conditions that give rise to public safety issues such as crime, social disorder, and fear of crime. CHP awards through the specific officers funded (or an equal number of redeployed veteran officers) must be used to initiate or enhance community policing activities. All newly hired additional or rehired officers (or an equal number of redeployed veteran officers) funded under CHP must implement your agency’s approved community policing plan, which you described in your award application.

Condition 39

Memorandum of Understanding Requirement (for School Resource Officers only)

Recipients using award funding to hire and/or deploy School Resource Officers into schools understand and agree to the following:

- Your agency must submit a signed Memorandum of Understanding (MOU) between the law enforcement agency and the school partner(s) to the COPS Office before obligating or drawing down funds under this award. The MOU must be submitted to the COPS Office within 90 days of the date shown on the award letter. If your agency fails to submit the MOU within the 90 days, the COPS Office may temporarily suspend grant funds in accordance with 2 C.F.R. §200.339 until your agency submits the MOU.
- Your agency’s MOU must contain the following information?

o The purpose of the MOU

- o Clearly defined roles and responsibilities of the school district and the law enforcement agency, focusing officers' roles on safety
- o Information sharing
- o Supervision responsibility and chain of command for the SRO
- o Signatures

Note: Please refer to the MOU Fact Sheet for a detailed explanation of the requirements under each of the bullets.

[] I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
COPS Acting Director	Cory D. Randolph	9/29/25 5:24 AM

Authorized Representative

Declaration and Certification (Law Enforcement Executive/Program Official)

Entity Acceptance

Title of Authorized Entity Official
no value

Name of Authorized Entity Official
no value

Signed Date And Time

no value

Declaration and Certification (Government Executive/Financial Official)

Entity Acceptance

Title of Authorized Entity Official

Mayor

Name of Authorized Entity Official

no value

Signed Date And Time

no value



Rory E. Hoskins
MAYOR

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PUBLIC PROPERTY

Rachell Entler
VILLAGE ADMINISTRATOR

Vanessa Belmonte
VILLAGE CLERK

December 23, 2025

Department of Justice
Office of Community Oriented Policing Services
C/O Monique Bolton, Grant Manager

Re: 2025 FY25 COPS Hiring Program
Award Number 15JCOPS-25-GG-00952-UHPX

Ms. Bolton,

The Village of Forest Park is pleased to accept its 2025 FY25 COPS Hiring Program Award under the following understanding of the Award Conditions.

The Village of Forest Park expressly does not waive or relinquish any legal rights or defenses available to it in the event of any adverse action, including but not limited to an action brought under 31 U.S.C. § 3729, nor does it waive any arguments concerning the imposition of legally invalid, vague, or unclear conditions.

The Village of Forest Park agrees that it “must comply with 8 U.S.C. § 1373” consistent with judicial rulings consistently interpreting the meaning and scope of that statute.

Also, while Condition 4 requires compliance “with all applicable federal laws and Presidential Memoranda and all Executive Orders by the President,” there is ongoing litigation regarding various Executive Orders, including court orders enjoining the use and enforcement of the Executive Orders as grant conditions, and the Village of Forest Park does not waive or concede any legal arguments concerning those Orders. Nor does the Village of Forest Park certify compliance with Executive Orders or any provisions thereof that have been enjoined or with Executive Orders that have not yet been issued. Many of the Executive Orders are vague and use undefined terminology and language, failing to provide meaningful criteria that would allow an evaluation of what conduct is required. The Village of Forest Park also does not waive any rights, privileges, defenses, or arguments available under the law as to what requirements are or may be “applicable” to these grant programs. To the best of its understanding, the Village of Forest Park complies with federal laws applicable to the grant program, and its use of grant funds and performance of grantee obligations complies with lawful grant conditions and conditions not subject to litigation.

The Village of Forest Park is appreciative of the grant award funding from the Department of Justice.

Sincerely,

Nicholas S. Peppers
Storino, Ramello & Durkin, Attorneys at Law
Village Attorney for the Village of Forest Park