

jtapia

 Refuse Collection Extension Agreement to
 12/09/08 11:22 AM *12/31/2013*



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2003-149CR
5-12-02

ROCKFORD, ILL.
_____, 2003

TO THE CITY COUNCIL OF THE CITY OF ROCKFORD:

The Committee on Finance & Personnel begs leave to report recommending that the contract with Rock River Disposal for solid waste collection be extended from its current expiration date of 12/31/04 to 12/31/2013 on the following conditions:

- 1) The base rate for 2004 shall be \$55.08 per ton as provided for in the current contract.
- 2) This base rate shall be increased or decreased by the cost of living (as reflected in the CPI-U index) for subsequent years, not to exceed 4% in any year.
- 3) The extension of the disposal contract with Winnebago Reclamation as agreed.
- 4) Satisfactory replacement of equipment.



Robert Greene



Penny Jacobs

RNS/lp

Committee Action May 5, 2003

Ayes: 4
Nays: 1

Absent: 0

AGREEMENT TO EXTEND COLLECTION CONTRACT

THIS AGREEMENT is made this 22 day of May, 2003, by and between the CITY OF ROCKFORD, a municipal corporation, hereinafter referred to as the "CITY", and ROCK RIVER DISPOSAL SERVICES, INC., hereinafter referred to as the "CONTRACTOR."

RECITALS

1. The City and the Contractor are parties to an Agreement for the Collection, Processing, and Disposal of Residential Refuse, Recyclables, and Yard Waste, hereinafter referred to as the "AGREEMENT" dated May 24, 1999, which expires December 31, 2004.
2. The City and the Contractor have discussed the current contract terms, including the option to extend, and have found it mutually beneficial to extend the current contract as well as the current refuse disposal contract to December 31, 2013, on the terms set forth herein.

NOW THEREFORE, in consideration of the covenants and conditions set forth below, the City and the Contractor agree as follows:

1. The terms and provisions of the AGREEMENT shall be extended to December 31, 2013, except as specifically provided herein.
2. Paragraph 2.2B. of the AGREEMENT shall be amended to read:
"2.2B.
 1. The City shall pay the Contractor \$44.94 per ton of all materials collected under this contract for the balance of the year 2003.
 2. The City shall pay the Contractor \$55.08 per ton of all materials collected under this contract for 2004.
 3. For 2005 and each succeeding year, the City shall pay the Contractor the price per ton of all materials collected for the previous year, increased or decreased by the percentage increase or decrease in the consumer price index for all urban consumers (CPI-U) from December to December ending in the previous year, not to exceed four per cent (4%)."
3. Paragraphs 3.3G and 3.3H are hereby added to the contract as follows:
"3.3.G To assure consistent service over the full term of the contract, the contractor shall replace the primary collection vehicles prior to December 31, 2007.
 - The replacement vehicles shall conform to all provisions of the existing contract and shall be previously unused.

- The primary collection vehicles are defined as vehicles which have been regularly used in the performance of the contract to collect refuse, recyclable material, and yard waste, not including backup and peak use vehicles, generally as identified in the equipment list provided by the contractor as part of establishing the initial contract.
- Should the vehicle upgrade also incorporate modification to collection methods or schedules, the contractor shall seek approval of the City in accordance with Article 3.4E prior to making vehicle changes.

3.3.H Upon written request of the Contractor, the Contract Administrator may waive the requirements of Section 3.3C of the Agreement relating to exclusive use of collection vehicles; providing the Contract Administrator has reasonably determined that other methods, such as administrative procedures, operation methods, and inspections, are sufficient to ensure the services paid for under the contract are for waste generated within the City of Rockford by users eligible for collection under the Agreement. The Contractor Administrator may revoke such waiver on reasonable grounds.”

IN WITNESS WHEREOF, the City and Contractor have executed this Agreement this 22 day of may, 2003.

ROCK RIVER DISPOSAL SERVICES,
INC.

BY: *John H. [Signature]*
ITS: VP / General Counsel

CITY OF ROCKFORD, an Illinois municipal
corporation

BY: *Charles P. Scott*
ITS: Mayor

ATTEST:

R. N. [Signature]
ITS: Legal Director



jtapia

 **Refuse Disposal-expired 12-31-95.pdf**
 **12/09/08 11:22 AM**



STATE OF ILLINOIS)
) SS
COUNTY OF WINNEBAGO)

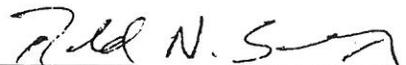
CERTIFICATE OF PUBLICATION IN PAMPHLET FORM

I, the undersigned, do hereby certify that I am the duly qualified and acting Legal Director and ex officio Keeper of the Records and Seal of the City of Rockford, Winnebago County, Illinois (the "City"), and as such official I am the keeper of the official journal of proceedings, books, records, minutes and files of the City and of the City Council (the "City Council") thereof.

I do further certify that on the 7th day of May, 1990, there was published in pamphlet form, by authority of the City Council, a true, correct and complete copy of Ordinance No. 1990-122-0 and said ordinance as so published was on said date readily available for public inspection and distribution, in sufficient number, at my office as Legal Director and ex officio Keeper of the Records and Seal located in the City.

IN WITNESS WHEREOF I have affixed hereto my official signature and the seal of the City, this 7th day of May, 1990.

(Seal)


LEGAL DIRECTOR AND EX OFFICIO
KEEPER OF THE RECORDS AND SEAL

DPS/lmb

C.R. passed:

C.R.#

ORDINANCE NO. 1990-122-0

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
ROCKFORD, WINNEBAGO COUNTY, ILLINOIS, THAT:

By passage, approval and publication of this Ordinance the Mayor and Legal Director are hereby authorized to execute and attest the attached Agreement by and between the City of Rockford, a municipal corporation, and Winnebago Reclamation Service, Inc., for an extension of a contract for refuse disposal entered into in July 1972, as amended to December 31, 1995.

All orders, resolutions, or ordinances in conflict herewith are hereby repealed insofar as such conflict exists, and this Ordinance shall take effect immediately upon its passage, approval and publication, as required by law.

A full, true and complete copy of this Ordinance shall be published within ten (10) days after passage in pamphlet form by and under authority of the Corporate Authorities.

APPROVED:

Charles E. Boy
MAYOR

ATTESTED:

R. N. Long
LEGAL DIRECTOR

PASSED: 4/30/90

APPROVED: 5/7/90

PUBLISHED: 5/7/90

ATTESTED and FILED in my office this 7th day of May,
1990, and published in pamphlet form this 7th day of
May, 1990.

R. N. Long
Legal Director and Ex Officio
Keeper of the Records and Seal

Published in pamphlet form this 7th day of May,
1990, by order of the City Council of the City of Rockford,
Illinois.

AN AGREEMENT EXECUTED PURSUANT TO
ORDINANCE APPROVING THE EXTENSION OF THE
CONTRACT DATED JULY 17, 1972, BETWEEN THE
CITY OF ROCKFORD AND WINNEBAGO
RECLAMATION SERVICE, INC.

This Agreement is executed the 7th day of May,
1990, by the CITY OF ROCKFORD, ILLINOIS, a municipal corporation
(the City), and WINNEBAGO RECLAMATION SERVICE, INC., an Illinois
corporation (Winnebago Reclamation).

The City has previously entered a contract dated July 17,
1972, with Rockford Blacktop Construction Company for the
utilization of certain real property then owned by Rockford
Blacktop Construction Company as a solid waste disposal facility.
That facility and all of the rights of Rockford Blacktop
Construction Company under that agreement have been assigned to
Winnebago Reclamation. The original term of that agreement was
extended by the City on August 3, 1981, again on March 23, 1984,
and again on December 1, 1987. That agreement as extended, is
referred to in the Agreement as the Pagel Pit Agreement.

Winnebago Reclamation is willing to set aside, out of the
amounts payable to it under the Pagel Pit Agreement, funds to be
used exclusively in experimental or pilot recycling and waste
disposal programs and studies in the Rockford area if the City
will extend the terms of the Pagel Pit Agreement to December 31,
1995.

The City desires to encourage the development of innovative
approaches to waste disposal and pollution control in the
community, and extend the Pagel Pit Agreement.

Therefore, in consideration of the mutual undertakings set forth in this agreement, the City and Winnebago Reclamation agree as follows:

1. The Pagel Pit Agreement is amended as follows:

- a. The conditions set forth herein shall become effective January 1, 1991.
- b. Section 15 of the Pagel Pit Agreement is hereby amended to read:

"15. Hours of Service. The facility shall be required to receive refuse from all customers from 8:00 a.m. to 5:00 p.m. Monday through Friday. From 8 a.m. to 12:00 p.m. on Saturdays, the facility will accept refuse from customers who have a City of Rockford Vehicle Sticker. These hours shall apply if they are not in violation or conflict with any ordinance, rule or regulation of any governmental body;"

- c. Section 12 of the Pagel Pit Agreement is hereby amended to read:

"12. Consideration. The City shall pay to WINNEBAGO RECLAMATION the amounts listed in this paragraph for the tonnage of solid wastes delivered to WINNEBAGO RECLAMATION and landfilled by WINNEBAGO RECLAMATION pursuant to the terms of this Agreement.

The price payable to WINNEBAGO RECLAMATION in 1991 shall be as follows:

1991	\$26.00 per ton
1992	\$26.00 per ton
1993	\$30.00 per ton
1994	\$35.00 per ton
1995	\$40.00 per ton

WINNEBAGO RECLAMATION shall pay, from the amounts listed above, any tax or fee imposed by the State of Illinois based on the quantity of municipal wastes disposed of at the WINNEBAGO RECLAMATION site, not to exceed \$1.27 per ton.

Any tax or fee larger than \$1.27 per ton imposed by the State of Illinois or other governmental agency based on the quantity of municipal wastes disposed of at the WINNEBAGO RECLAMATION site shall be paid by the CITY.";

- d. Section 16 of the Pagel Pit Agreement is hereby amended by addition of the following to the end of the section:

"Solid waste shall also include those street sweepings, refuse collected from streets or lots, and other refuse generated or commissioned by the City of Rockford in cleanup operations."

- e. Effective as of January 1, 1991, and continuing throughout the term of the Pagel Pit Agreement, WINNEBAGO RECLAMATION shall contribute \$1.50 for each ton of municipal waste (except for those wastes described in the last sentence of section 16 of the Pagel Pit Agreement) with respect to which it is compensated by the City under the Pagel Pit Agreement to the Rockford Refuse Research Fund, LTD., organized in accordance with and subject to an agreement executed on the date of March 23, 1984, in accordance with the City's Ordinance No. 1984-42-0, as amended by subsequent agreement of this date. All amounts payable by WINNEBAGO RECLAMATION to the Rockford Refuse Research Fund, LTD., shall be paid monthly within ten (10) days after the receipt by WINNEBAGO RECLAMATION of each payment from the City under the Pagel Pit Agreement. Each such payment shall be accompanied by an appropriate duplicate invoice or other documentation reflecting the calculation of the amount due and such other information as the City or Rockford Refuse Research Fund, LTD., may reasonably request.
- f. The terms as set forth herein, and the terms of the Pagel Pit Agreement shall expire December 31, 1995; however, the parties acknowledge and understand that WINNEBAGO RECLAMATION is in the process of preparing an application for a recycling center at Pagel Pit, together with an expansion of Pagel Pit. Should such recycling center become operational during the term of this Agreement, the parties agree to the following:
- 1) No later than six (6) months prior to the permitted starting date of the recycling facility, WINNEBAGO RECLAMATION shall notify the CITY of such starting date;
 - 2) The parties may then agree to amend this Agreement, by providing for the refuse covered by this Agreement to be taken through the recycling facility;

- 3) The amendment referred to in subsection b. above is subject to agreement by the parties on a price for tipping at the recycling center, the term of the Agreement and such other terms as the parties determine to be appropriate; if no agreement is reached, this contract shall remain in full force and effect.
 - g. The parties agree that the Pagel Pit Agreement may be extended past December 31, 1995, by mutual consent of the parties.
 - h. Section 13 of the Pagel Pit Agreement is deleted;
 - i. In all other respects the provisions of the Pagel Pit Agreement as amended by agreement dated December 1, 1987, and evidenced by City Ordinance No. 1987-120-0 shall remain unchanged.
2. Winnebago Reclamation and the City have entered this agreement and the Pagel Pit Agreement as independent contracting parties, and neither is the agent, partner, or representative of the other or authorized to bind the other in any manner.
 3. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
 4. This Agreement shall be binding upon and inure to the benefit of the parties executing this Agreement and their respective successors and assigns.

To evidence their agreement, the parties have caused this Agreement to be executed on the date set forth above.

CITY OF ROCKFORD, ILLINOIS

BY:

Charles E. Boy
MAYOR

ATTEST:

Red W. Smith
LEGAL DIRECTOR

WINNEBAGO RECLAMATION SERVICE, INC.

BY:

[Signature]
PRESIDENT

ATTEST:

Wayne Glavin
SECRETARY

1990-274CR

80. Alderman Shafer moved the adoption of a Finance and Personnel Committee Report recommending that the Mayor and Community Development Department be authorized to enter an Agreement with the Illinois Department of Transportation for continuing transportation planning in conjunction with RATS, the Rockford Area Transportation Study, during the period July 1, 1990 through June 30, 1991. By this action the City also assures that it will participate in the funding of this process through that time period, 80-85% of which will be reimbursed by IDOT through federal grants from UMTA and FHWA. MOTION PREVAILED by a Roll Call vote of:

Ayes: Greene, Curran, Shafer, Johnson, Bell, Jacobson,
Przytulski, Block, Beach, Cacciapaglia, Verni,
Devereueawax, Anderson -13-
Nays: -0-
Absent: Markley -1-

1990-275CR

81. Alderman Shafer moved the adoption of a Finance and Personnel Committee Report recommending that the award for the sale of 1920 Victoria and 1811, 1817 and 1911 South Central Avenue be made to the sole bidder, Charles Jefferson on behalf of New Zion Day Care for total of \$5,151.00 plus advertising costs. MOTION PREVAILED by a Roll Call vote of:

Ayes: Greene, Curran, Shafer, Johnson, Bell, Jacobson,
Przytulski, Block, Beach, Cacciapaglia, Verni,
Devereueawax, Anderson -13-
Nays: -0-
Absent: Markley -1-

Alderman Przytulski left the meeting at 7:20 p.m.

1990-122-0

82. Alderman Shafer moved the adoption of an Ordinance directing the Mayor and Legal Director to execute and attest the Agreement by and between the City of Rockford and Winnebago Reclamation Service, Inc., for an extension of a contract for refuse disposal entered into July 1972, as amended to December 31, 1995. MOTION PREVAILED by a Roll Call vote of:

Ayes: Greene, Curran, Shafer, Johnson, Bell, Jacobson, Block,
Beach, Cacciapaglia, Verni, Devereueawax, Anderson -12-
Nays: -0-
Absent: Przytulski, Markley -2-

83. Alderman Shafer moved to suspend Rule 18 on the confirmation of the reappointment of Barbara Vella to the Library Board, term to expire June, 1992, and the appointment of Ezequiel B. Vargas, said term to expire June, 1993. MOTION PREVAILED (Ald. Przytulski and Markley absent). The appointments were placed on passage. MOTION PREVAILED by a Roll Call vote of:

Ayes: Greene, Curran, Shafer, Johnson, Bell, Jacobson, Block,
Beach, Cacciapaglia, Verni, Devereueawax, Anderson -12-
Nays: -0-
Absent: Przytulski, Markley -2-

OFFICERS REPORTS

119. Alderman Shafer reported that a meeting was held earlier Monday with two of the people operating the (group) home at 935 Grant Avenue, and there will be a meeting scheduled with the residents of the Signal Hill area. It is an important decision with many ramifications, so we are meeting with concerned groups. So the item will not come up for vote on the council floor for several weeks.

MOTIONS & RESOLUTIONS

- 1990-62R
120. Alderman Jacobson suggested the adoption of a Resolution that the Traffic Commission consider a reduction from 30 m.p.h. to 25 m.p.h. on Ed Vera Drive and on Sixteenth Street in Jamestown Subdivision. Referred to Traffic.
- 1990-63R
121. Alderman Jacobson suggested the adoption of a Resolution that city staff members of the Legal, Police, Community Development, Fire and Public Works Departments consider and discuss the city-wide problem of excessive speeds in residential area, and further, that they consider a reduction in the residential speed limit from 30 m.p.h. to 25 m.p.h. in residential areas. Referred as indicated.
- 1990-64R
122. Alderman Bell suggested the adoption of a Resolution that the City Council request the Rockford Park District to consider closing the east entrance of Levings Lake at South Johnston intersection at 6:30 p.m. each Sunday and direct all vehicular traffic to the exit at Pierpont side. Referred to the Mayor's Office and the Rockford Park District.
- 1990-65R
123. Alderman Shafer moved the adoption of a Resolution that the Purchasing Manager is authorized to take bids for the summer feeding program (funding source: state grant). MOTION PREVAILED (Ald. Przytulski absent).

NEW BUSINESS

124. Alderman Bell introduced and read an Ordinance to annex property located at 5001 Forest View Avenue to the City. LAID OVER.
125. Alderman Shafer introduced and read an Ordinance directing the Mayor and Legal Director to execute and attest the Agreement by and between the City of Rockford and Winnebago Reclamation Service, Inc., for an extension of a contract for refuse disposal entered into July 1972, as amended to December 31, 1995. LAID OVER.

L & T Services, of Rockford, for their total bid of \$19,020.45 (funding source: 1990 Police operating budget). MOTION PREVAILED by a Roll Call vote of:

Ayes: Greene, Curran, Shafer, Johnson, Bell, Jacobson, Markley,
Block, Beach, Cacciapaglia, Verni, Devereueawax,
Anderson -13-
Nays: -0-
Absent: Przytulski -1-

1990-245CR

116. Alderman Shafer moved the adoption of a Finance and Personnel Committee Report recommending that the award for 1608 West State Street be made to the low bidder, Rockview Stone Company, of Rockford, for their total bid of \$3,900.00 (funding source: CDBG).

Alderman Shafer moved to amend (the agenda) to add "for the demolition of" (1608 West State). Said motion was seconded by Alderman Devereueawax. MOTION PREVAILED (Ald. Przytulski absent).

The item, as amended, was placed on passage. MOTION PREVAILED by a Roll Call vote of:

Ayes: Greene, Curran, Shafer, Johnson, Bell, Jacobson, Markley,
Block, Beach, Cacciapaglia, Verni, Devereueawax,
Anderson -13-
Nays: -0-
Absent: Przytulski -1-

1990-246CR

117. Alderman Shafer moved the adoption of a Finance and Personnel Committee Report recommending that the award for leather holsters-non uniform be made to the low bidder, L & T Services, of Rockford, for their bid of \$49.97 per holster and \$8.09 per handcuff set (funding source: 1990 Police operating budget). MOTION PREVAILED by a Roll Call vote of:

Ayes: Greene, Curran, Shafer, Johnson, Bell, Jacobson, Markley,
Block, Beach, Cacciapaglia, Verni, Devereueawax,
Anderson -13-
Nays: -0-
Absent: Przytulski -1-

1990-247CR

118. Alderman Shafer moved the adoption of a Finance and Personnel Committee Report recommending that the City Council approve the proposed extension of the Agreement between the City and Winnebago Reclamation Service regarding disposal of City refuse at Pagel Pit. MOTION PREVAILED by a Roll Call vote of:

Ayes: Greene, Curran, Shafer, Johnson, Bell, Jacobson, Markley,
Block, Beach, Cacciapaglia, Verni, Devereueawax,
Anderson -13-
Nays: -0-
Absent: Przytulski -1-

39. Alderman Shafer read a Finance and Personnel Committee Report recommending that the award for the annual supply of black dirt be made to the low bidder, B & J Excavating, Inc. of Rockford, for their bid of \$5.10/cubic yard picked up and \$8.10/cubic yard delivered (funding source: 1990 Street/Sewer Division operating budget). LAID OVER.
40. Alderman Shafer read a Finance and Personnel Committee Report recommending that the award for .45 caliber semi-automatic weapons be made to the low bidder, R.O.C.I. of Danville, IL, for their bid of \$419.00 each for Model S&W 4506 and \$405.00 each for Model S&W 4516 (funding source: 1990 Police operating budget). LAID OVER.
41. Alderman Shafer read a Finance and Personnel Committee Report recommending that the award for leather accessories for police uniforms be made to the low bidder meeting specifications, Law Enforcement Equipment of Kansas City, MO, for their total bid of \$4,024.75 (funding source: 1990 Police operating budget). LAID OVER.
42. Alderman Shafer read a Finance and Personnel Committee Report recommending that the award for holsters and leather accessories for Police uniforms be made to the low bidder meeting specifications, L & T Services, of Rockford, for their total bid of \$19,020.45 (funding source: 1990 Police operating budget). LAID OVER.
43. Alderman Shafer read a Finance and Personnel Committee Report recommending that the award for 1608 West State Street be made to the low bidder, Rockview Stone Company, of Rockford, for their total bid of \$3,900.00 (funding source: CDBG). LAID OVER.
44. Alderman Shafer read a Finance and Personnel Committee Report recommending that the award for leather holsters-non uniform be made to the low bidder, L & T Services, of Rockford, for their bid of \$49.97 per holster and \$8.09 per handcuff set (funding source: 1990 Police operating budget). LAID OVER.
45. Alderman Shafer read a Finance and Personnel Committee Report recommending that the City Council approve the proposed extension of the Agreement between the City and Winnebago Reclamation Service regarding disposal of City refuse at Pagel Pit. LAID OVER.

1990-219CR

46. Alderman Shafer read a Finance and Personnel Committee Report recommending that the award for the 9-1-1 Facility be made to the low bidder, Sjostrom & Sons, of Rockford, for their total bid of \$735,400.00 for the Base Bid and Alternates A-2, A-3, H-1 and FP-2, all as shown on the tabulation (attached to committee report; funding source: 9-1-1 Surcharge except \$9300 Alt FP-2, Fire Department operating budget).

Alderman Shafer and Devereueawax moved to suspend Rule 11. MOTION PREVAILED. The Committee Report was placed on passage. MOTION

(j) Bids were presented for leather accessories for police uniforms; six bids were received. It was recommended the award be made to Law Enforcement Equipment of Kansas City, Missouri, for their total bid of \$4,063.75.

***MOVED** by Alderman Anderson, seconded by Alderman Verni to approve the low bid. **PREVAILED 5-0.**

(k) Bids were presented for holsters and leather accessories for police uniforms; two bids were received. It was recommended the award be made to the low bidder, L & T Services of Rockford, Illinois, for their total bid of \$19,020.45.

***MOVED** by Alderman Devereueawax, seconded by Alderman Jacobson to approve the low bid. **PREVAILED 5-0.**

(l) Bids were presented for leather holsters for the non-uniform police personnel; four bids were received. It was recommended that the award be made to L & T Services for their bid of \$49.97 per each holster and \$8.09 per each handcuff case.

***MOVED** by Alderman Anderson, seconded by Alderman Verni to approve the low bid. **PREVAILED 5-0.**

(m) Bids were presented for demolition of 1608 West State Street; four bids were received. The low bidder was Rock View Stone Company for their total bid of \$3,900.00.

***MOVED** by Alderman Devereueawax, seconded by Alderman Verni to approve the low bid. **PREVAILED 5-0.**

(o) A resolution was presented authorizing the Purchasing Manager to take bids for the following: (2) 35HP slope mowers, (2) 2-wheel tractor mowers w/attachments, (1) 4-door sedan for Fire Department, (1) compact car for C.D., (1) pickup truck for Fire Department, and city-wide sanitary sewers.

2. Vouchers

R. Malmberg stated the vouchers totaled \$784,228.02. He explained the major expenditures and answered questions.

***MOVED** by Alderman Devereueawax, seconded by Alderman Anderson to approve the vouchers. **PREVAILED 5-0.**

3. 90-PF24 Pagel Pit Contract Extension

D. Scott presented and explained an agreement for the extension of the contract dated July 17, 1972 between the City of Rockford and Winnebago Reclamation Service, Inc. for disposal at Pagel Pit. It will cost \$26.00 per ton for 1991 and 1992, \$30.00 per ton in 1993, \$35.00 per ton in 1994, and \$40.00 per ton in 1995.

CONTRACT FOR:

REFUSE COLLECTION

BETWEEN

THE CITY OF ROCKFORD

and

ROCK RIVER DISPOSAL SERVICES

Bid No.: 299-PW-032



JUL 19 1999

CITY OF ROCKFORD, ILLINOIS
Interdepartmental Correspondence

MEMORANDUM

TO: Tom Tullock, Solid Waste Project Coordinator
Department of Public Works

FROM: Jane Tapia
Purchasing Technician

RE: Contract: Refuse Collection

DATE: July 16, 1999

We transmit herewith your fully executed copy of the contract for the above-mentioned project.

Should you have any question, please do not hesitate to call.

Enclosure

Excellence in services . . .

**AGREEMENT FOR THE COLLECTION PROCESSING
AND DISPOSAL OF RESIDENTIAL REFUSE
RECYCLABLES AND YARD WASTE**

THIS AGREEMENT is entered this 24th day of May, 1999, by and between the City of Rockford, an Illinois municipal corporation (the "City") and Rock River Disposal Services, Inc. (the "Contractor").

The Contractor being qualified and having submitted on March 24, 1999 the lowest bid price in response to an Invitation for Bids (Bid Reference #299-PW-032), and the City Council of the City having accepted the bid on the Contractor on April 26, 1999.

NOW, THEREFORE, the City and the Contractor hereby agree as follows:

1. The Contractor shall provide the services required by the City in Conditions and Specifications attached hereto and made part hereof. The Instructions to Bidders, Bid Form as completed and submitted by the Contractor, Equal Opportunity submittal, and Instructions to Bidders shall all be considered material parts of this Agreement and are adopted by reference.

2. The term of this Agreement is from January 1, 2000 to December 31, 2004. However the Contractor shall take all necessary steps and provide all information to the City required by the Conditions and Specifications prior to commencement of the term of the Agreement so that the full and complete service required by the Agreement may be rendered at the commencement of the term.

IN WITNESS WHEREOF, the City and Contractor have executed this Agreement this 24th day of May, 1999.

ROCK RIVER DISPOSAL SERVICES,
INC.

BY: *[Signature]*
ITS: *[Signature]*

CITY OF ROCKFORD, an Illinois municipal
corporation

BY: *[Signature]*
ITS: MAYOR

ATTEST:

[Signature]
ITS: LEGAL DIRECTOR



*Rock River
Disposal*
SERVICES • INC.

P.O. BOX 10008 • 1218 SHAPPERT DRIVE • MACHESNEY PARK, IL 61115 • TEL: (815) 282-0200 • FAX: (815) 282-8311

March 24, 1999

The City of Rockford
425 East State Street
Rockford, IL 61104

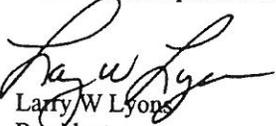
Re: Bid#299-PW-032

To Whom It May Concern,

Enclosed is Rock River Disposal Services Inc. bid for the requested services. I would like to take this opportunity to thank the City for it's cooperation in providing timely answers to our requests for information. Your cooperation was greatly appreciated.

Sincerely,

Rock River Disposal Services Inc.


Larry W Lyons
President

INVITATION FOR BIDS

The City of Rockford, Illinois is soliciting sealed bids for the:

COLLECTION, PROCESSING, AND DISPOSAL OF RESIDENTIAL REFUSE, RECYCLEABLES AND YARD WASTE.

ISSUE & RECEIVING OFFICE:

Central Services Division
425 East State Street
Rockford, IL 61104

BID OPENING: 03/24/99 @ 11:00 A.M.

Central Standard Time

ISSUE DATE: 02/19/99

BID REFERENCE #: 299-PW-032

**ENVELOPES SHALL BE MARKED & SEALED PER INSTRUCTIONS TO BIDDERS.
FACSIMILE BIDS WILL NOT BE ACCEPTED.**

You are invited to submit a bid for these services. Specifications, terms, conditions and instructions for submitting bids are contained herein. This Invitation for Bids with all pages, documents and attachments contained herein, or subsequently added to and made a part hereof, submitted as a fully and properly executed bid shall constitute the contract between the City and the successful bidder when approved and accepted on behalf of the City by an authorized official or agent of the City.

All bidders shall complete the Bid and Award page(s) and submit all information requested herein in order for a bid to be responsive. **FAILURE TO DO SO MAY RESULT IN THE BID BEING REJECTED AS NON-RESPONSIVE.** The bid document shall be returned in its entirety, in a properly identified and sealed envelope to the Central Services Division at the above address. **BIDS MUST BE RECEIVED BEFORE THE TIME OF BID OPENING - LATE BIDS WILL NOT BE CONSIDERED.** The City reserves the right to postpone the bid opening for its own convenience.

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COLLECTION, PROCESSING AND DISPOSAL OF RESIDENTIAL REFUSE, RECYCLEABLES AND YARD WASTE

Service Summary

The City of Rockford is seeking bids from qualified companies to provide the following services:

- Residential refuse and residential bulk trash collection services on a weekly basis for all residential customers residing in the City of Rockford in dwellings containing four or less housing units. Bids are solicited for a rate per ton of refuse collected (including bulk refuse).
- Recyclable collection, processing and marketing on a weekly basis for all residential customers residing in the City of Rockford in dwellings containing four or less housing units. Bids are solicited for a rate per household.
- Yard waste collection and marketing/disposal on a weekly basis for all residential customers residing in the City of Rockford in dwellings containing four or less housing units. Bids are solicited for a rate per ton.

The Contractor shall be responsible for all collection, transportation, processing, disposal and/or marketing of materials collected in the above listed services; except that landfill facilities are provided by a third party contractor of the City and are not included in this contract.

The City of Rockford is a metropolitan community of approximately 142,000 residents. The city is approximately 53.3 square miles in area with 619 miles of streets and approximately 60,000 housing units. Of these units, an estimated 49,400 are eligible for weekly residential refuse, residential bulk waste, recyclable and yard waste collection service.

The City-wide volume collection history for all relevant materials collected under this contract are included in this package in the attachments section. These figures are presented for informational purposes only and do not represent a guarantee of maximum or minimum quantities to be collected under this contract since actual quantities to be picked up will depend upon actual citizen participation. The Contractor is obligated to pickup and dispose of ALL eligible materials during the contract term at the contract price regardless of volume generated.

INSTRUCTIONS TO BIDDERS

1. **EXAMINATION OF BID DOCUMENT**-Before submitting a bid, bidders shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations. The bidder shall indicate in the bid the sum to cover the cost of all items included on the bid form.
2. **PREPARATION OF BID**-The bid shall be legibly prepared in ink or typed. If a unit price or extension already entered by the bidder on the Bid and Award form is to be altered, it shall be crossed out and the new unit price or extension entered above or below and initialed by the bidder with ink. The bid shall be legally signed and the complete address of the bidder given thereon.

All bids shall be tightly sealed in an opaque envelope plainly marked SEALED BID and identified by project name and bid reference number. Bids opened by mistake, due to improper identification, will be so documented and resealed. The Central Services Division will maintain and guarantee confidentiality of the contents until the specified opening date and time. Facsimile bids will not be accepted.

3. **PRE-BID MEETING**-A Pre-Bid Meeting is scheduled for March 10, 1999 at 10:00 A.M. (C.S.T.) in the City Council Chambers, 2nd Floor City Hall, 425 East State Street, Rockford, Illinois. While attendance at the pre-bid meeting is not a prerequisite for bidding on the contract, firms are encouraged to attend to familiarize themselves with the scope and magnitude of the contract and to point out any omissions in the specifications. Firms are also encouraged to get clarification from City staff at the site visit for unclear items. Questions received and responses provided by City staff will be provided, in writing, to all potential bidders. Substantive clarifications, additions or deletions in the specifications packet will be issued in specification addendum format. Bidders will be required to include or reference addenda for the project to verify that they are aware of the change in scope. Bids not referencing or including addenda, where addenda exist, will not be accepted and will not be read.
4. **EXPLANATION TO BIDDERS**-Any explanation desired by a bidder regarding the meaning or interpretation of this Invitation for Bids (IFB) and attachments that is not addressed at the Pre-Bid Meeting must be requested in writing, and with sufficient time allowed for a reply to reach all prospective bidders before the submission of their bid. Any information given to a prospective bidder concerning the IFB will be furnished to all prospective bidders as an amendment or addendum to the IFB if such information would be prejudicial to uninformed bidders. Receipt of amendments or addenda by a bidder must be acknowledged in the bid by attachment, or by letter or telegram received before the time set for opening of bids. Oral explanation or instructions given prior to the opening will not be binding.
5. **WITHDRAWAL OF BIDS**-Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but

only if the withdrawal is made prior to the exact time set for receipt of bid. No bid may be withdrawn for at least 90 days after bid opening.

6. **ALTERNATE BIDS**-Bidders are cautioned that any alternate bid, unless specifically requested, or any changes, insertions or omissions to the terms and conditions, specifications or any other requirement of this IFB may be considered non-responsive, and at the option of the City, result in rejection of the alternate bid.
7. **LATE BIDS**-Any bid received at the office designated herein after the exact time specified for receipt, will not be considered. (Note: The City reserves the right to consider bids that have been determined by the City to be received late due to mishandling by the City after receipt of the bid and no award has been made.)
8. **BID BOND**-A bid bond - in the amount of \$100,000 - shall accompany a vendor's bid.
9. **UNIT PRICES**-If there is a discrepancy between unit prices and the extended price, unit prices shall prevail.
10. **PREFERENCE POINTS**-The City of Rockford does not give preference points to any bidder for any reason including local vendors, veterans, minority or women business enterprises. Locality may be used as a tie breaker when all other factors are equal as stated in the City of Rockford, Illinois Code of Ordinances. The request for Equal Employment Opportunity information is for tracking purposes only.
11. **INSURANCE**-The Contractor shall furnish - prior to commencement of any work under this contract - certificate(s) of insurance showing insurance coverage as follows:
 - (A) Workers' Compensation Insurance - Covering all persons engaged in work under this contract to the full statutory limits stipulated in the Illinois Workmen's Compensation Act.
 - (B) Commercial Liability Insurance - Including premises and operations with the following minimum limits:

Bodily Injury	\$1,000,000/each occurrence	\$ 2,000,000 aggregate
Property Damage	\$ 500,000/each occurrence	\$ 1,000,000 aggregate
 - (C) Commercial Vehicle Liability Insurance - Including owned, non-owned and hired motor vehicles.

Bodily Injury	\$1,000,000/each occurrence	\$ 5,000,000 aggregate
Property Damage	\$ 500,000/each occurrence	\$ 2,000,000 aggregate
 - (D) Umbrella Coverage for any and all liability claims against the contractor exceeding the limits expressed above.

Umbrella Coverage \$10,000,000

The insurance and certificates shall otherwise conform to the General Specifications for insurance under the contract.

12. **QUALIFICATIONS OF BIDDERS-** Bids will be considered only from responsible organizations or individuals now or recently engaged in the performance of public service contracts comparable to those described in the attached specifications. In order to determine qualifications, each bidder will be required to complete the Bidders Questionnaire included with this bid.

Failure to do so may result in the bid being rejected as non-responsive.

13. **CONTRACT PERIOD/RENEWALS-**The term of the contract shall be for a base period of five (5) years commencing on January 1, 2000 and expiring on December 31, 2004.

The City may opt to renew this contract for up to two (2) one-year periods as discussed in the specifications.

14. **AWARD CRITERIA-**The contract will be awarded to the responsible bidder submitting the bid for the lowest overall cost for the five year base contract period. The following criteria will be used to determine the responsibility of a bidder:

- Responsiveness to Invitation for Bids specifications
- Qualifications of bidder
- Qualifications and experience of the staff to be assigned to the project
- References, including performance history on other contracts held with the City
- Demonstrated capability - including financial condition - to perform the type of work requested
- Understanding of project requirements

It is the City's intention to award all of the services covered under this contract to one company.

15. **INSPECTION OF CITY-**All bidders shall tour the City and familiarize themselves with the work contemplated in the contract. Submission of a bid shall be deemed conclusive evidence that such a tour has been made by each bidder and shall constitute a waiver by each of all claims of error in bid, withdrawal of bid, or payment of extras, or combination thereof, under the executed contract, or any revision thereof. All bidders shall also familiarize themselves with the background materials set forth on the list of attachments.

16. **ADDITIONS TO AND DELETIONS FROM THE SCOPE OF SERVICES-**The City may, at its own option, add services to or delete services from the work provided by this contract as may serve its best interest. The resulting increase or decrease to the Contractor's monthly payments will be negotiated between the two parties. This section does not apply to changes in recycling volume due to expansion of the number of households in the City,

growth in participation, or any other reason.

17. **CONTRACT**-The City and Bidder receiving the award shall enter into a contract incorporating the bid documents, the definitions, general and special conditions, and specifications to follow.

STATEMENT OF NO BID

NOTE: If you DO NOT intend to bid on this commodity or service, please complete and return this form immediately. Your response will assist us in evaluating all responses for this important project and to improve our bid solicitation process.

The Central Services Division of the Finance Department of the City of Rockford wishes to keep its bidders list file up-to-date. If, for any reason, you cannot supply the commodity/service noted in this bid solicitation, this form must be completed and returned to remain on the particular bid list for future projects of this type.

If you do not respond to this inquiry within the time set for the bid opening date and time noted, we will assume that you can no longer supply this commodity/service, and your name will be removed from this bidders list.

Please identify the reason(s) why your firm will not be submitting a bid based on the attached specifications. (Check all that apply.)

- Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below).
- Specifications are unclear (explain below).
- We are unable to meet specifications.
- Insufficient time to respond to the Invitation for Bid.
- Our schedule would not permit us to perform.
- We are unable to meet bond requirements.
- We are unable to meet insurance requirements.
- We do not offer this product or service.
- Remove us from your bidders list for this commodity or service.
- Other (specify below).

REMARKS: _____

City of Rockford – Invitation for Bids
Collection, Processing and Disposal of Residential Refuse, Recycleables and Yard Waste
Bid #: 299-PW-032

SIGNED: _____ NAME: _____
(Type or Print)

TITLE: _____ DATE: _____

ADDRESS: _____
(Street address) (City) (State) (Zip)

FIRM NAME: _____
(if any)

PHONE: _____

FAX: _____

E-Mail (if applicable) _____

BID FORM

Please Complete Sections I, II, III and IV.

I. RESIDENTIAL AND BULK TRASH COLLECTION

Please indicate a price per ton for weekly pickup (once per household per week for both household refuse and household bulk waste). Rates should reflect costs for the curbside residential refuse and residential bulk waste collection for approximately 80% of the accounts with alley pickup of residential refuse and residential bulk waste accounting for the remaining 20% (approximately) as discussed in the bid specifications.

Year	Rate per ton	X	Estimated volume	=	Expected Annual Cost
2000	\$ 70.17	X	48,400 tons	=	\$ 3,396,228.00 ✓
2001	\$ 59.18	X	49,500 tons	=	\$ 2,929,410.00 ✓
2002	\$ 52.60	X	50,700 tons	=	\$ 2,666,820.00 ✓
2003	\$ 44.94	X	51,900 tons	=	\$ 2,332,386.00 ✓
2004	\$ 55.08	X	53,000 tons	=	\$ 2,919,240.00 ✓

II-A. RECYCLING SERVICES-Co-Mingled Products (Alum, Glass, Plastic, Metal)

Please indicate price per ton. Services include curbside and alley collection as described elsewhere in this specification.

Year	Rate/ton	X	Estimated volume (tons)	=	Expected Annual Cost
2000	\$ 70.17	X	2,300 tons	=	\$ 161,391.00 ✓
2001	\$ 59.18	X	2,300 tons	=	\$ 136,114.00 ✓
2002	\$ 52.60	X	2,300 tons	=	\$ 120,980.00 ✓
2003	\$ 44.94	X	2,300 tons	=	\$ 103,362.00 ✓
2004	\$ 55.08	X	2,300 tons	=	\$ 126,684.00 ✓

II-B. RECYCLING SERVICES-Fiber/Paper Products

Please indicate price per ton. Services include curbside and alley collection as described elsewhere in this specification.

Year	Rate/ton	X	Estimated volume (tons)	=	Expected Annual Cost
2000	<u>\$70.17</u>	X	<u>5,500</u> tons	=	<u>\$385,935.00</u> ✓
2001	<u>\$59.18</u>	X	<u>5,500</u> tons	=	<u>\$325,490.00</u> ✓
2002	<u>\$52.60</u>	X	<u>5,500</u> tons	=	<u>\$289,300.00</u> ✓
2003	<u>\$44.94</u>	X	<u>5,500</u> tons	=	<u>\$247,170.00</u> ✓
2004	<u>\$55.08</u>	X	<u>5,500</u> tons	=	<u>\$302,940.00</u> ✓

III. COMPOSTABLE MATERIALS COLLECTION AND MARKETING/DISPOSAL

Please indicate price per ton. Services include curbside and alley collection as described elsewhere in this specification.

Year	Rate per ton	X	Estimated volume	=	Expected Annual Cost
2000	<u>\$70.17</u>	X	<u>17,200</u> tons	=	<u>\$1,206,924.00</u> ✓
2001	<u>\$59.18</u>	X	<u>17,900</u> tons	=	<u>\$1,059,322.00</u> ✓
2002	<u>\$52.60</u>	X	<u>18,500</u> tons	=	<u>\$973,100.00</u> ✓
2003	<u>\$44.94</u>	X	<u>19,300</u> tons	=	<u>\$867,342.00</u> ✓
2004	<u>\$55.08</u>	X	<u>20,000</u> tons	=	<u>\$1,101,600.00</u> ✓

IV. SUMMARY (Carry Amounts Forward From Sections I, II-A, II-B and III)

Expected Annual Costs					
Year	Refuse and Bulk Waste (Section I)	Recycling Co-Mingled (Section II-A)	Recycling Fiber/Paper (Section II-B)	Compost Materials (Section III)	Total Estimated Annual
2000	<u>\$3,396,228</u>	<u>\$161,391</u>	<u>\$385,935</u>	<u>\$1,206,924</u>	<u>\$5,150,478</u>
2001	<u>\$2,929,410</u>	<u>\$136,114</u>	<u>\$325,490</u>	<u>\$1,059,322</u>	<u>\$4,450,336</u>
2002	<u>\$2,666,820</u>	<u>\$120,980</u>	<u>\$289,300</u>	<u>\$973,100</u>	<u>\$4,050,200</u>
2003	<u>\$2,332,386</u>	<u>\$103,362</u>	<u>\$247,170</u>	<u>\$867,342</u>	<u>\$3,550,260</u>
2004	<u>\$2,919,240</u>	<u>\$126,684</u>	<u>\$302,940</u>	<u>\$1,101,600</u>	<u>\$4,450,464</u>
Five Year Cumulative Total					<u>\$21,651,738</u>

V. BIDDER INFORMATION AND SIGNATURES

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have the authority to submit this bid which will become a binding contract if accepted by the City of Rockford. I hereby state that I have not communicated with nor otherwise colluded with any other bidder, nor have I made any agreement with nor offered/accepted anything of value to/from an official or employee of the City of Rockford that would tend to destroy or hinder free competition.

I hereby state that I have read and agree to be bound by all the terms of this bid document.

SIGNED: Harry W Lyons

NAME: Harry W. Lyons
(Type or Print)

TITLE: President

DATE: 3-24-99

FIRM NAME: Rock River Disposal Services Inc.
(if any)

ADDRESS: 1218 Shappert Drive Machesney Park IL 61115
(Street address) (City) (State) (Zip)

PHONE: 815-381-5641

FAX #: 815-381-5647

VI. BIDDER'S QUESTIONNAIRE

Failure to provide the information requested may be cause for rejection of bid as non-responsive.

1. EQUIPMENT

On a separate sheet, list all equipment, including make, model, capacity and gross weight for each, to be used in the execution of this contract.

2. EMPLOYEES

A. How many permanent employees do you propose to use under this contract? 39

B. Do you intend to employ additional employees for this work? YES NO

If yes, how many? 39

C. Please list the appropriate contact people with your firm that will be assigned to execute this contract.

During Regular Business Hours:

Name: Harry W. Hyams

Title: President

Phone: 381-5641

Name: Nathan Howard

Title: Facility Manager

Phone: 282-0200

Name: Doug Delhotel

Title: General Manager

Phone: 282-0200

During Weekend Hours:

Name: Harry W. Hyams

Title: President

Phone: 870-4786

Name: Nathan Howard

Title: Facility Manager

Phone: 870-4481

City of Rockford-Invitation for Bids
Collection, Processing and disposal of Residential Refuse, Recyclables and Yard Waste
Bid# 299-PW-032

VI. BIDDER'S QUESTIONNAIRE

I. EQUIPMENT

Rock River Disposal Plan to use the following collection equipment:

For Bulk & Refuse Collection:

11-E-Z Pack Residential Front Loaders Mounted on Volvo White WXLL64 Chassis
5-Leach 2RII Rear Load Packers Mounted on Volvo White WXLL64 Chassis

For Recyclables & Yard Waste

9-Kann "One-Pass" Three Compartment Front Loaders Mounted on Volvo White WXII64 Chassis

The gross weights for all vehicles will be about 51,000 pounds.

Bid Requirements for Equal Employment Opportunity

All bidders seeking to do business with the City of Rockford are required to submit with any formal, sealed bid the following documents:

1. Equal Employment Opportunity Affirmative Action Plan Statement of Policy
2. The Statement of Non-Compliance and Certificate of Non-Segregated Facilities
3. The Contractor or Vendor Workforce Data Form listing all current employees, by classification, directly employed by the bidder
4. Your State of Illinois Pre-Qualification Certification Number, issued by the State Fair Employment Practices Commission, entered in the place provided therefor

If you do not yet have State Pre-Qualification (item #4), you may, in lieu thereof, enter in the place provided on Page 6 of the EEO forms, your commitment to make application therefor within 30 days from the date of bid opening.

Any bid which fails to include the four items listed above with your sealed bid will not be read and will not be considered.

Any question pertaining to E.E.O. requirements should be addressed to the Equal Opportunity Compliance Officer, Ernie Webster, at 425 East State Street, Rockford, Illinois 61104.
Phone: (815) 967-6796.

EQUAL EMPLOYMENT OPPORTUNITY

AFFIRMATIVE ACTION PLAN

STATEMENT OF POLICY

It is the policy of this company, Rock River Disposal Services Inc., to provide equal employment opportunity without regard to race, religion, color, national origin, handicap, age or sex through a program of positive action affecting all employees. In this program, our company carries out the requirements of Federal Executive orders 11246 and 11375, Civil Rights Act of 1964, Equal Employment Act of 1972, and all other applicable laws, and indicates its active support of the principle of equal opportunity in employment.

At present, 0 % of our work force are minorities and 19 % of our work force are females, and we will attempt to utilize minorities and females through a positive, continuing program in all jobs for which we contract in the future. Our company will utilize referrals from the City of Rockford's Equal Opportunity Compliance Division for use of minorities and females regarding any future job vacancies.

It is also our intent to make efforts to purchase supplies or equipment from small business concerns located in the City of Rockford or counties of Winnebago or Boone and owned in substantial part (at least 51 per cent) by minorities or females.

Steve Marzorati is the official who will be responsible for implementing the above policy statement.

Steve Marzorati will be designated as the Equal Opportunity Officer in our company, responsible for submission of all required equal employment opportunity documents. In addition,

No One, is hereby authorized to sign payrolls as well as our company's officers. (NOTE: If only officers will be authorized to sign payrolls, please fill in "No One" in this space.)

Ray W Lyons
Signature of an Officer

Rock River Disposal Services Inc.
Company Name

1218 Shappert Dr. Machesney Park IL
Address

STATEMENT OF NONCOMPLIANCE

If the equal employment opportunity hearing committee determines that a contractor, subcontractor or bidder is not in compliance with this chapter, (also known as Ordinance 9-1/2 - City of Rockford Equal Employment and Business Opportunity Ordinance), the hearing committee shall issue and serve upon such person a written statement of noncompliance setting forth the manner in which it finds such person has violated this chapter, and imposing and/or requiring appropriate sanctions, including, but not limited to:

- a. Denying, suspending or revoking qualifications, or declaring the contractor or subcontractor irresponsible and ineligible for future contracts or subcontracts until such time as the contractor or subcontractor shall demonstrate to the equal employment opportunity hearing committee that it is in compliance;
- b. Withholding or delaying payment on the contractor or;
- c. Suspending, avoiding or canceling contract work.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid.

The bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.


Signed _____

Rock River Disposal Service Inc.
Firm

1218 Shappart Dr. Machesney Pk IL

IMPORTANT NOTE TO ALL BIDDERS

In regards to the Bid Requirements for Equal Employment Opportunity and Affirmative Action, all forms must be completely filled out and signed or your bid will not be considered or read.

This especially applies to the “Contractor or Vendor Workforce Data Form”.

The categories must all be filled out. They include:

- A. Job Classification;
- B. Males;
- C. Females;
- D. Racial.

Bids which fail to address any of these categories will not be considered and will not be read.

Below are the Federal definitions of the following racial groups accepted as minorities by the City of Rockford:

Black: A person having origins in any of the Black racial groups of Africa, not of Hispanic origin.

Hispanic: A person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race.

Asian: A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippine Republic and Samoa.

American Indian or Alaskan Native: A person having origins in any of the original peoples of North America.

Falsification of any required Equal Employment Opportunity or Affirmative Action information on the part of the bidder could result in rejection of the bid submitted or in the case where a contract has already been awarded, in the cancellation of said contract.

Should you have any question regarding any affirmative action or EEO requirements, please contact Ernest Webster, Equal Opportunity Compliance Officer at (815) 967-6796; or write to Equal Opportunity Compliance Division, City Hall, 425 East State Street, Rockford, Illinois 61104.

The four declarations required for compliance with the laws on Equal Employment Opportunity are attached hereto. Our Illinois Department of Human Rights Number is

80364-00-D

(We do not have an Illinois Department of Human Rights Number. In lieu thereof we will make application for it within 30 days from the date of this bid opening. _____ Place checkmark on line if applicable).

Rock River Disposal Services
Person, Firm or Corporation

[Signature]
Authorized Signature

President
Title

BIDDING REQUIREMENT

Certificate of Non-Barred Bidding

The undersigned firm certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

Rock River Disposal Services Inc.

Person, Firm or Corporation

Scott Ly

Authorized Signature

President

Title

CONDITIONS AND SPECIFICATIONS

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