

Committee-of-the-Whole Agenda

6:00 p.m.

Tuesday, March 12, 2019

Mayor's Appointment and Oath of Office

Mayor's appointment of Scott J. Williams as 1st Ward Alderman to the City Council to fill the unexpired term of Quentin Rodriguez to expire April 30, 2019.

Questions on the Agenda

Agenda Items

Sec. 20-6104 Panhandling Ordinance (Maureen Riggs, City Attorney)

IGSA with US Army Arsenal for Refuse/Recycling Removal and Disposal Services (-6F0WH
LEWRR13KOLF:RNV)

Other

Informational

Repair of Streetscaping (Jeff Anderson, City Planner)

Public Comment

Members of the Public are permitted to speak after coming to the podium and stating their name.

Explanation

- 1. An Ordinance amending Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Section 20-6104, "SOLICITING RIDES OR BUSINESS," by repealing said section in its entirety.** (Maureen Riggs, City Attorney)

Explanation: Section 20-6104 of the Moline Code of Ordinances prohibits a person from standing in a roadway or in the proximity of a roadway for the purpose of soliciting rides, employment or business, and/or contributions. There is now question as to the constitutionality of panhandling ordinances in Illinois and other states. The City therefore wishes to repeal its ordinance related to these activities. The attachment to this item contains Section 20-6104 for reference to its language. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: N/A
Public Notice/Recording: N/A
Goal Impacted: A Great Place to Live

2. A Resolution authorizing the Mayor and City Clerk to execute a five-year Intergovernmental Support Agreement (IGSA) Between the United States and City of Moline for Rock Island Arsenal Refuse and Recycle Removal and Disposal. (J.D. Schulte, Interim City Administrator)

Explanation: The Rock Island Arsenal is seeking a partner that can provide refuse and recycling removal and disposal on a regular basis. Weekly curbside collection of solid waste and recycling, special pickups, servicing of exterior trash receptacles and includes all RICWMA services (household hazardous materials drop off, electronic waste drop off, etc.). Moline will provide both solid waste and recycling carts. Rock Island will collect solid waste. Midland Davis will collect recycling. Moline will service exterior trash receptacles and dumpster(s) used for the exterior trash receptacles and solid waste drop offs. Moline is also the lead organization on the IGSA and will handle all administration/oversight of the agreement. The IGSA is for 5 years with an annual 2% increase based on current Consumer Price Index and the City will be paid on a quarterly basis, in accordance with the following schedule:

Tasks	Qty	Specify Unit	Frequency	Cost (2019)	2019 Total	2020 Total	2021 Total	2022 Total	2023 Total
Army Family Housing Refuse	80	95 gal. bin	Weekly (52)	\$9.01/bin	\$8,649.60	\$8,822.59	\$8,999.04	\$9,179.02	\$9,362.61
Army Family Housing Recycle	80	95 gal. bin	Bi-weekly (26)	\$3.34/bin	\$3,206.40	\$3,302.40	\$3,398.40	\$3,494.40	\$3,600.00
Facility Exterior Trash Containers	40	Each	Weekly (52)	\$3.00/bin	\$6,240.00	\$6,364.80	\$6,492.10	\$6,621.94	\$6,754.38
Park and Recreation Containers	13	Each	(40)	\$3.00/bin	\$1,560.00	\$1,591.20	\$1,623.02	\$1,655.48	\$1,688.59
Totals					\$19,656.00	\$20,080.99	\$20,512.56	\$20,950.84	\$21,405.58

Additional documentation attached. This item will also appear on the City Council Agenda on March 12, 2019, under "Items Not on Consent" because the Arsenal must provide notification to its current provider.

Staff Recommendation: Approval
Fiscal Impact: Building a partnership that grows Moline's financial base by expanding customers.
Public Notice/Recording: N/A
Goals Impacted: Financially Strong City
A Great Place to Live

03/12/19 COW Agenda Attachment
Sec. 20-6104 to be repealed in its entirety

SEC. 20-6104. SOLICITING RIDES OR BUSINESS.

- (a) No person shall stand in a roadway for the purpose of soliciting a ride from the driver of any vehicle.
- (b) No person shall stand on or in the proximity of a roadway for the purpose of soliciting the watching or guarding of any vehicle while parked or about to be parked on a street or highway.
- (c) Outside a business or residence district, no person shall stand on or in the proximity of a roadway for the purpose of soliciting employment or business from the occupant of any vehicle.
- (d) No person shall stand on or in the proximity of a roadway for the purpose of soliciting contributions unless such person is acting on behalf of a sponsoring agency which has obtained a permit from the city and complies with the following requirements:
 - (1) The sponsor shall be registered with the Illinois Attorney General as a charitable organization as provided by the solicitation for charity act, 225 Illinois Compiled Statutes 460/1 et seq., as amended.
 - (2) The sponsor shall be engaged in a statewide fundraising activity.
 - (3) The sponsor shall be liable for any injuries to any person or property during the solicitation which is causally related to an act of ordinary negligence of the soliciting agency, proof of which must be evidenced by a certificate of insurance naming the City as an additional insured in the amount required for use of public right-of-way as set forth in Chapter 6 of this Code.
 - (4) The sponsor shall be responsible for supervising and controlling the conduct of all persons soliciting under the sponsor's permit.
 - (5) All persons soliciting must be 16 years of age or more.
 - (6) The sponsor shall provide to each individual in its solicitation force a badge or other easily readable form of identification which identifies the name of the sponsor and the name of the individual. The sponsor shall require all individuals in the sales force to wear such identification so that it is clearly visible at all times when individuals are soliciting.
 - (7) The sponsor and any person soliciting for the contribution of funds or anything of value on or in the proximity of a roadway shall not obstruct vehicular or pedestrian traffic and shall comply with all applicable traffic regulations.
 - (8) Solicitation is limited to the following intersection:

41st Street and Avenue of the Cities

and shall only be allowed from 8:00 a.m. to dusk during the months of May through September. Solicitation may not occur during times of inclement weather.

**INTERGOVERNMENTAL SUPPORT AGREEMENT (IGSA)
BETWEEN THE
UNITED STATES
AND
CITY OF MOLINE**

This Intergovernmental Support Agreement (hereafter referred to as the IGSA or Agreement) between the United States and the City of Moline (hereafter referred to as the City) is entered into pursuant to federal law codified at 10 U.S.C. § 2679. The statute authorizes the Secretary of the Army to enter into an IGSA on a sole source basis with a state or local government to receive installation support and services. The Secretary of the Army has delegated authority to the Garrison Commander, United States Army Garrison—Rock Island Arsenal (USAG-RIA) (hereafter referred to as the Agreements Officer) to execute agreements on behalf of the United States.

The purpose of this IGSA is to outline the roles and responsibilities of the parties, and to identify the services to be furnished by the City, the prices to be paid by the United States, and the appropriate reimbursement and quality control procedures. The parties undertake this Agreement in order to provide services, supplies or construction to the United States, to achieve cost savings for the Department of the Army, and to provide additional revenues to local governments and their work forces.

RESPONSIBILITIES OF THE PARTIES:

The City shall perform the installation support services as stated in this IGSA. The term “installation support services” only includes services, supplies, resources and support typically provided by a local government for its own needs and without regard to whether such services, supplies, resources, and support are provided to its residents generally, except that the term does not include security guard or firefighting services.

This is a non-personal services agreement. Each party is responsible for all costs of its personnel, including pay, benefits, support, and travel. Each party is responsible for supervision or management of its personnel.

The tasks, duties and responsibilities set forth in this IGSA may not be interpreted or implemented in any manner that results in City personnel creating or modifying federal policy, obligating appropriated funds of the United States, or overseeing the work of federal employees. Under no circumstances, shall City employees or contractors be deemed federal employees. If the City shall provide services through a contract, the contract must be awarded through competitive procedures. (This requirement does not apply to collective bargaining agreements between the City and its employees.)

Employees of the United States may not perform services for or on behalf of the City without the approval of the Agreements Officer.

SUMMARY OF SERVICES AND PRICE:

The City shall provide all personnel, equipment, supplies and transportation necessary to perform refuse and recycle removal and disposal, as defined in the Performance Work Statement (PWS) (Attachment 1), except for those items specified as Government-furnished property and services.

In consideration for the services to be provided by the City, the United States agrees to pay the City, on a quarterly basis, in accordance with the following schedule:

Tasks	Qty	Specify Unit	Frequency	Cost (2019)	2019 Total8	2020 Total	2021 Total	2022 Total	2023 Total
Army Family Housing Refuse	80	95 gal. bin	Weekly (52)	\$9.01/ bin	\$8,649.60	\$8,822.59	\$8,999.04	\$9,179.02	\$9,362.61
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Totals					\$19,656.00	\$20,080.99	\$20,512.56	\$20,950.84	\$21,405.58

Note: Costs above will increase by 2% annually based on the current Consumer Price Index for inflation.

Details regarding Federal Installation Access Requirements, the Container Inventory and Rock Island Arsenal Maps are included in the PWS (Attachment 1).

TERM OF AGREEMENT: The term of this Agreement shall be 5 years.

The term of this Agreement shall be for one year from the execution of the Agreement by the Agreements Officer, and renewable for successive one year periods for 4 additional years. This Agreement may be renewed after 5 years. The United States shall only be obligated for one year of performance under the Agreement, as it has no authority to obligate additional periods of performance without the appropriation of adequate funds by the Congress. The United States shall only be obligated for an additional year of performance upon receipt of such funds, and only upon written notice by the Agreements Officer of an intent to award the option for an additional year of performance. The Agreements Officer shall provide notice of an intent to award the

option at least 30 days prior to the expiration of then current performance period. The Agreements Officer may condition the renewal upon availability of funds, and may suspend performance of the renewed period at no additional cost to the United States, until adequate funds have been received. If funds are not received, the parties agree that the Agreement can be unilaterally terminated by the Agreements Officer without further liability to the United States.

PAYMENT: The United States shall pay the City for services based upon satisfactory completion of services on a quarterly basis. Payment shall be based for services provided as set forth in this Agreement. The City shall not include any State or Local taxes in the prices it charges the United States, unless approved by the Agreements Officer in advance. The City shall electronically submit invoices or payment requests to the Intergovernmental Support Agreement Technical Representative (IGSA-TR) and the Intergovernmental Support Agreement Manager (IGSA-M). The Agreements Officer will not authorize payment, unless all billed services have been satisfactorily completed, and may reduce the amount(s) billed for unsatisfactory or partial performance, or for other reasons specified in this Agreement.

The payment method for IGSA's will be made via Miscellaneous Payment transactions processed through the General Fund Enterprise Business System (GFEBS). All IGSA's will be manually entered into GFEBS to commit and obligate funds. Payments will be processed within GFEBS by the USAG-RIA Resource Management office, which will submit payment documents to Defense Finance and Accounting Service who will issue payment via electronic fund transfer (EFT) or check to the City.

OPEN COMMUNICATIONS AND QUALITY CONTROL: The parties shall identify and present any issues and concerns that could potentially impede successful performance of the IGSA in a timely and professional manner. The City shall maintain a quality control plan to ensure all work is completed within the timelines and quality standards specified in the Agreement. After its execution, an initial joint meeting of the parties will be conducted to discuss the terms of the IGSA. The initial meeting shall also discuss orientation of the City and its employees to work areas on the installation, as well a phase-in plan to permit the orderly transition of responsibilities for performance of the services by the City.

INSPECTION OF SERVICES: The City will only tender services and goods in conformance with the IGSA. The Agreements Officer shall appoint an IGSA-TR, who will be responsible for inspecting all services performed. The City will be notified of the identity of the IGSA-TR and his/her alternate, and of any changes. The IGSA-TR shall have the right to inspect and test all services; inspections and tests to be conducted in a manner that will not unduly delay the performance of work.

If the IGSA-TR determines that services do not conform to the requirements in Agreement, the IGSA-TR can require the City to perform the services again, in whole or in part, at no additional cost to the Government. If the services cannot be corrected by

re-performance, the IGSA-TR can reduce the billed price to reflect the reduced value of the services performed. Alternatively, the IGSA-TR may, in his/her sole discretion, waive price reductions or re-performance of services. Such waivers shall not constitute a waiver of requirements in the IGSA unless approved, in writing, by the Agreements Officer.

If the City is unable to perform any of the services due to an occurrence beyond the reasonable control of the parties, such as Acts of God, unusually severe weather, or government activities on the installation which impede the City's performance, the City shall promptly notify the IGSA-TR.

In those rare instances in which the City fails to re-perform services or abandons performance, the United States may perform or contract for performance of the services and charge those costs to the City. Except in an emergency, the United States will not exercise this authority without providing prior notice to the point of contact (POC) designated by the City to allow for amicable resolution of issues between the parties. If services are deemed to be deficient and cannot be corrected to the satisfaction of the IGSA-TR, the Agreements Officer may terminate the IGSA immediately. Such termination shall not become effective without prior notice and consultation with the City POC identified in this Agreement.

INSURANCE: The City shall, at its own expense, provide and maintain during the entire period of this IGSA the following insurance:

- a. General liability insurance with a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for all premises and operations. The policy shall include coverage for bodily injury, death, and property damage arising out of actions or omissions by the City or its employees or contractors.
- b. Comprehensive vehicular liability insurance with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage.
- c. Copies shall be furnished to the IGSA-TR and the IGSA-M before providing services under this Agreement.

LIABILITY FOR DAMAGE TO THIRD PARTIES: The City shall be liable to the Government for loss or damage to third parties in performance of the services, wherever performed, and for injury or death of persons resulting from the negligence or fault of the City, its employees, its contractors, or its agents in performance of the contract. The City shall hold the United States harmless from claims or litigation from third parties, and shall indemnify the Government for all judgments against it, as well as costs incurred in connection with defense of such litigation. The United States shall not be responsible for injuries and deaths to the City employees or employees of its contractors, unless caused by a Government employee and compensable pursuant to federal legislation authorizing recovery against the United States.

DUTY TO COOPERATE IN ACCIDENTS AND DAMAGE: The City shall fully cooperate with the United States in investigations involving accidents or damage to property or persons on property under federal control. The City shall timely furnish to the IGSA-TR reports of investigations it completes regarding such incidents.

MEDICAL CARE IN EMERGENCIES:

City employees experiencing a medical emergency while working at Rock Island Arsenal may call 911 in the event of an emergency to generate an initial emergency medical response conducted by Rock Island Arsenal Fire and Emergency Services, but all follow on medical care of City employees is the responsibility of the City.

DRUG FREE WORKPLACE ON MILITARY INSTALLATIONS AND FACILITIES: All property under the control of the Department of the Army are drug free areas. Notwithstanding any contrary State or Local law, the City shall notify all individuals performing services on the installation that no controlled substances, as specified in the Controlled Substances Act and title 21, Code of Federal Regulations, shall be sold, distributed, used, or consumed on the installation. The IGSA-TR may direct the City to bar individuals who violate these laws and policies. Such individuals additionally may be barred from access to the installation by the Senior Commander.

CITY OF MOLINE EMPLOYEE REQUIREMENTS: All City and contractor employees shall comply with all installation security, health and safety conditions. Employees who interface with Government personnel shall be able to speak and understand English. All employees shall wear identification badges or distinctive clothing that clearly identifies them as City or contractor employees. At the conclusion of the IGSA, or whenever an employee no longer performs IGSA services, the City will provide the IGSA-TR all identification or other credentials furnished by the Government.

TERMINATION: The IGSA may be terminated by mutual written agreement at any time. Except as otherwise specified in this Agreement, either party can unilaterally terminate this IGSA upon 180 days written notice to the POCs designated in this Agreement.

The United States reserves the right to terminate this Agreement for its convenience at any time. When notified by the Agreements Officer of the termination, the City shall immediately stop all work. The Government will pay the City a percentage of the agreed price reflecting the percentage of work performed prior to issuance of notice. The City shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

SUSPENSION OF AGREEMENT: The United States reserves the right to suspend performance of this Agreement or access to the installation for emergencies, mobilizations, national security reasons, or for other reasons outside the control of the United States.

APPLICABLE LAW: The IGSA is subject to the law and regulations of the United States. If any federal statute expressly prescribes policies or requirements that differ from the terms and conditions of this IGSA, the provisions of the statute shall govern.

CLAIMS AND DISPUTES: The parties shall use their best efforts to resolve any disagreement or disputes they may have regarding this Agreement. To minimize disputes, the parties will meet periodically, preferably on a monthly basis, to discuss performance and any other issues they may have. The IGSA-TR shall represent the Government in such meetings.

If the parties are unable to resolve an issue, the IGSA-TR or the City may submit a claim arising out of the Agreement to the Agreements Officer for a final decision. The written submission must specify the nature and basis for the relief requested and include all data that supports the claim. The written submission may also designate a City representative with whom the Government may discuss the claim and its resolution. The Agreements Officer shall issue a final decision within 90 days of receipt of each claim.

[Appeals authority: If the City is dissatisfied with the Agreements Officer's decision, it may appeal the matter to the Senior Commander (or his designee) and must specify the basis of its disagreement. The Senior Commander (or his designee) shall issue a final determination on the matter within 60 days of receipt of the appeal. The final determination shall be reduced to writing and provided to the POCs specified in this Agreement. All final determinations that result in the payment of additional funds to the City must be coordinated with the Agreements Officer.]

[If the City of Moline wants to use an ADR process for appeals, consider the following: As part of its appeal, the City of Moline may request alternate disputes resolution (ADR) to resolve disputes, and the Government may agree to use of ADR in its sole discretion. If ADR procedures are employed, the Senior Commander shall consider the findings and recommendations of the third party mediator(s) in making his final determination.]

The parties agree to the above procedures in lieu of litigation in any forum.

NOTICES, POINTS OF CONTACT (POCs), ANNUAL REVIEWS, AND AMENDMENTS TO THE IGSA:

The POCs for issues pertaining to this IGSA are as follows:

For the United States, the IGSA-TR,

Tera Hill, tera.a.hill.civ@mail.mil, 309-782-7855, or her designated representative.

For the City of Moline, Municipal Services General Manager

Rodd Schick, rschick@moline.il.us, (309) 524-2401

Unless otherwise specified, all notices under this Agreement shall be provided to the POCs specified above.

The POCs, a management official at least one level above the POCs, and the Agreements Officer shall meet annually to discuss the IGSA, and consider any amendments to the Agreement.

Any party can propose amendments at any time. All amendments must be reduced to writing and incorporated into the Agreement by the Agreements Officer in order to be effective.

DUTY TO PROTECT GOVERNMENT PROPERTY ON THE INSTALLATION: The City shall conduct a visit of the installation with the IGSA-TR prior to performance to satisfy itself of the general and local conditions existing on the installation, to include sites where services will be performed. The City shall prepare an accident avoidance plan and a plan to protect Government property on the installation. The City shall take measures to protect and not damage any property of the United States during performance of services. Should the City damage such property, the City may replace the item or restore it to its prior condition at its own cost or reimburse the United States for such costs. If the City does not take measures to replace or restore the item, the United States reserves the right to deduct replacement or restoration costs from amounts billed by the City each quarterly. The IGSA-TR shall provide written notice of the Government's intent to offset costs against billings to allow the parties to resolve the matter amicably. Such resolution may include a schedule for payments to cover the loss or restoration of Government property over the term of the current period of performance.

CONTINUITY OF SERVICES: The City recognizes that the services under this Agreement are vital to the United States and must be continued, without interruption, and performed even in the event of a dispute between the parties.

HOLD HARMLESS: Except as otherwise provided in this Agreement, the City shall indemnify and hold the United States harmless against any and all judgments, expenses, liabilities, claims and charges of whatever kind or nature that may arise as a result of the activities of the City or its employees in performance of this Agreement.

WAGES AND LABOR LAW PROVISIONS: These provisions apply to the City and any contractor performing services under this IGSA on behalf of the City. The City shall be exempt from federal labor statutes, provided it pays its employees at wage grades or rates normally paid by the City, and complies with all applicable City labor laws and standards. In no event, however, shall any employee be paid at a wage rate below the minimum wage established in the Fair Labor Standards Act. The City shall comply with

all applicable federal, state and local occupational safety and health requirements and standards. If the City has knowledge that any actual or potential labor dispute by its employees may delay or threaten to delay performance of the contract, the City shall immediately notify the IGSA-TR and the Agreements Officer. The City shall provide timely updates until the dispute is resolved.

NON-DISCRIMINATION AND SEXUAL ASSAULT/HARASSMENT: This provision applies to the City and its contractors. The City agrees not to discriminate against any employee based upon race, color, religion, sex, national origin, or sexual orientation, or to allow any employee to engage in discriminatory practices or conduct while performing work under this IGSA. The City shall not permit employees who engage in sexual assault, sexual harassment or trafficking to perform services under this IGSA. The City shall not engage in age discrimination, and shall comply with the Americans with Disabilities Act with respect to the hiring and accommodation of employees performing services under this IGSA.

TRANSFERABILITY: This Agreement is not transferable, except with the written authorization of the Agreements Officer.

ACTIONS OF DESIGNEES: Any act described in the IGSA to be performed by an individual or official can be performed by the designee of such individual or official, with the exception of the Agreements Officer_(HJM1), the IGSA-M and the IGSA-TR.

Signatures and dates of signatures of the parties:

FOR THE UNITED STATES:

FOR THE CITY OF MOLINE:

Garrison Commander

Mayor

Date

Date

FOR THE UNITED STATES:

Agreements Officer (designee)

Date

Agreement Effective Start Date:

Intergovernmental Support Agreement Number:

List all Attachments/Annexes:

**Attachment 1 – Rock Island Arsenal Refuse and Recycle Removal and Disposal
PWS**

**Attachment 2 – Installation Security, Access, and Emergency Access
Requirements**

ATTACHMENT 2 – INSTALLATION SECURITY AND ACCESS REQUIREMENTS

Employees: The City shall not permit employees who are not citizens or lawful immigrants to perform services under this IGSA. Employees who have been convicted of felonies, sex crimes, drug offenses, or violent crimes shall not perform services under this IGSA without the specific approval of the IGSA-TR. The City shall not permit any employee to perform work on this IGSA if such person is identified by the IGSA-TR as a potential threat to the health, safety, security, general well-being, or operational mission of the United States. The IGSA-TR may deny the continued entry of any employee upon receipt of information that indicates that the individual's continued entry to the installation is not in the best interests of national security.

Vehicles: All City and contractor vehicles used in the performance of this Agreement shall be prominently marked with the City's or contractor's name. This information shall be displayed, at a minimum, on the driver and passenger doors in a clearly visible font size. City and contractor vehicles shall be well maintained and not present a safety hazard to other motorists or an environmental hazard. The City and its contractor(s) shall comply with the Installation Parking Policy.

Inspection: Security personnel/police will conduct any inspection deemed necessary to enforce security requirements. All city personnel vehicles, equipment, and packages are subject to inspection or examination at any time to meet the current security requirements.

Photographic Equipment Restrictions: There are restrictions on the use of photographic devices in all non-public areas of Arsenal Island. This includes, but is not limited to, digital cameras, cell phones and personal data assistants (PDAs) with cameras. As stated in Army Regulation 360-1, taking or producing ground or aerial photographs, sketches, or graphic representations of classified military equipment or installations designated as restricted areas is punishable by law (18 U.S.C. § 795). Reproducing, publishing, selling, or giving away this type of material is also punishable by law, unless the photograph, sketch, or graphic representation indicates it has been reviewed and cleared for release by proper authority (18 U.S.C. § 797). Video, still photos, digital photos, sketches, and graphic representations are for official use only and not authorized for public release. You must get permission from the Physical Security Office, Bldg. 225, for any to use any type of photographic device at the Access Control Points or in any Restricted Area.

Physical Security: The City shall safeguard all Government equipment, information and property provided for the City's use.

AT Level I Training: All City and associated contractor employees requiring access to Army installations, facilities and controlled access areas shall complete AT Level I awareness training within 30 calendar days after the effective date of the Agreement, and annually thereafter. The City shall submit certificates of completion for each

affected City and associated contractor employee to the IGSA-TR within 30 calendar days after completion of the training by all City and associated contractor employees.

Access and general protection/security policy and procedures: All City and associated contractor employees shall provide all information required for background checks to meet installation access requirements through the IGSA-TR to the Director of Emergency Services. City and associated contractor personnel must comply with all personal identity verification requirements, as directed by the Department of Defense (DOD), Headquarters, and Department of the Army (HQDA) and/or local policy. Should the Force Protection Condition (FPCON) at Rock Island Arsenal change, the Government may require changes in City security matters or processes.

All City and associated contractor personnel must have prior approval by the IGSA-TR to begin the process for access to the installation. All City and associated contractor personnel requesting access to Rock Island Arsenal will only enter through the Visitor Control Center (VCC) in the vicinity of the Moline Gate. All City and associated contractor personnel will be required to present a United States National or State issued identification capable of being scanned for valid entry. City and associated contractor personnel will receive a visitor's badge at the VCC or Moline Gate and length of access allowed will be shown on the badge. The maximum access length for visitor badging is one year. Once issued a valid visitor's badge, City and associated contractor personnel may enter any Manned Access Control Point/Gate. All City and associated contractor personnel and their vehicles, equipment, and packages are subject to inspection or search at entry/exit of the Rock Island Arsenal.

Employees Requiring Access to the Installation without a CAC: All City and associated contractor employees who require access to a Rock Island Arsenal shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05/AR 190-13) and applicable installation, facility and area commander installation/facility access and local security policies and procedures provided by IGSA-TR.

iWATCH Training: The Government shall brief all City and associated contractor employees on the local iWATCH program. This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the IGSA-TR. This training shall be completed within 30 calendar days after the effective date of the Agreement, and within 30 calendar days of new employees commencing performance, with the results reported to the IGSA-TR NLT 30 calendar days after the effective date of the Agreement or new a new employee commencing performance.

OPSEC Training: Per AR 530-1 Operations Security, City and associated contractor employees must complete Level I OPSEC Awareness training. New employees must be trained within 30 calendar days of their reporting for duty and annually thereafter.

Building Stand-Off: All occupied buildings on Rock Island Arsenal require a 40 feet stand-off by all vehicles and equipment. At no time will unoccupied vehicles, equipment or tools/tool boxes be left unattended within 40 feet of installation buildings.

Attachment 1

Performance Work Statement (PWS) ROCK ISLAND ARSENAL REFUSE and RECYCLE REMOVAL and DISPOSAL

PART 1

1. **INTRODUCTION:** This is a non-personal service to provide refuse and recycle removal and disposal on the Rock Island Arsenal, Rock Island IL. The Government shall not exercise any supervision or control over the City of Moline providers performing the services herein.

1.1 **DESCRIPTION OF SERVICES/INTRODUCTION:** The City of Moline shall provide all personnel, equipment, supplies and transportation necessary to perform refuse and recycle removal and disposal as defined in this Performance Work Statement (PWS), except for those items specified as Government-furnished property and services. The City of Moline shall perform to the standards in this agreement.

1.2 **BACKGROUND:** Rock Island Arsenal is a 946.3 acre island in the Mississippi River. Required refuse and recycle removal and disposal is for nonhazardous refuse waste and recyclable items.

1.3 **OBJECTIVES:** Remove and dispose of refuse waste and recyclable items from Rock Island Arsenal in a timely, efficient and environmentally conscious manner.

1.4 **SCOPE:** Remove and dispose of collected refuse waste and recyclable items from plastic City-furnished refuse and recycle bins and aggregate cans in Army Family Housing (AFH) areas. Remove and dispose of refuse waste from Government-furnished aggregate cans at Morale, Welfare and Recreation (MWR) facilities throughout Rock Island Arsenal.

1.5 **PERIOD OF PERFORMANCE:** The term of this Agreement shall be 5 years. The term of this Agreement shall be for one year from the execution of the Agreement by the Agreements Officer, and renewable for successive one year periods for 4 additional years. This Agreement may be renewed after 5 years.

1.6 **GENERAL INFORMATION:**

1.6.1 **FEDERAL OBSERVED HOLIDAYS:** Below is a list of holidays observed by the Federal Government. If a holiday falls on Saturday, the preceding Friday is a holiday. If a holiday falls on Sunday, the following Monday is a holiday.

New Year's Day
Martin Luther King Jr.'s Birthday
President's Day

Labor Day
Columbus Day
Veteran's Day

Memorial Day
Independence Day

Thanksgiving Day
Christmas Day

1.6.2 HOURS OF OPERATION: The City of Moline is responsible for conducting business between the hours of 6am and 5pm, Monday through Friday, for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons.

1.6.3 PLACE OF PERFORMANCE: The work to be performed under this agreement will be performed at Rock Island Arsenal, Rock Island, Illinois.

1.6.4 PHASE IN/PHASE OUT: To minimize any decreases in productivity, and to prevent possible negative impacts on additional services, the City of Moline shall have key personnel on board during the phase-in period, beginning on the effective date of the IGSA, as well as the phase-out period in the event the IGSA is terminated or not renewed, and the work transitions to a Successor.

PART 2

2.1 Definitions

Army Family Housing: Residences owned and operated by the United States Army located at Rock Island Arsenal inhabited by Department of Defense service members

Government Furnished Property: Property in the possession of, or directly acquired by, the Government and subsequently furnished to the City of Moline for performance of an agreement.

Property: All tangible property, both real and personal.

Quality Assurance: The government procedures to verify that services being performed by the City of Moline are performed according to acceptable standards.

Quality Control: All necessary measures taken by the City of Moline to assure that the quality of an end product or service meets IGSA requirements.

Refuse: Includes all putrid (subject to decomposition or rotting) and non-putrid (solid) waste; such as garbage, rubbish, and debris.. Refuse will not contain any hazardous waste.

Refuse Collection: An organized and systematic method of collecting and transporting refuse from the point of generation or pickup stations to a designated site of disposal. Refuse will not contain any hazardous waste.

Recycle: Any waste that is collected that can be repurposed into reusable material.

2.2 **ACRONYMS:**

DA	Department of the Army
DOD	Department of Defense
GFP	Government-Furnished Property
PIPO	Phase-In/Phase-Out
POC	Point of Contact
PWS	Performance Work Statement
SCAR	Stone Aggregate Trash Receptacles
QC	Quality Control
TE	Technical Exhibit

PART 3 GOVERNMENT FURNISHED PROPERTY

3.1 **EQUIPMENT:** The Government will provide approximately forty (40), thirty (30) gallon stone aggregate refuse cans (SARC) with plastic insert containers. The Government will also provide thirteen (13) exterior park trash receptacles at four different park and recreation areas. If City of Moline or associated contractor personnel cause any damage to any Government-furnished refuse cans, necessary repairs or replacement of equipment shall be made by the City of Moline. Repairs or replacement, as required, will be made at the earliest practical date.

PART 4 ITEMS AND SERVICES

4.1 **SERVICES PROVIDED:** The City of Moline agrees to:

- Collect and dispose of residential refuse waste from each AFH unit weekly
- Collect and dispose of residential recycling from each AFH unit bi-weekly
- Collect and dispose of refuse waste from each designated exterior facility trash receptacle weekly (52 weeks/year)
- Collect and dispose of refuse waste from each designated exterior park trash receptacle weekly (between 1 March and 30 November of each year (40 weeks/year).
- Provide one bulk waste pick up at each AFH Unit annually
- Place one six cubic yard dumpster in the AFH area to provide for residential bulk waste collection AFH residence will be allowed to use this dumpster for additional trash.
- Provide AFH residents with access to the Rock Island County Waste Management Agency (RICWMA) for the disposal of up to 4 appliances and ten tires per Army family housing unit per year. Appliances and tires will be picked up at AFH residences.
- Christmas trees will be picked up at the AFH residence.
- Coordinate to allow AFH residents to dispose of household hazardous material, including waste oil and electronic waste, at the Waste Commission of Scott County.
- Provide refuse and recycle collection customer service to manage and handle inquiries and complaints.
- Provide the IGSA Technical Representative a monthly report of the amount of refuse waste and

recycling items collected and disposed of, as well as the number and types of customer inquiries or complaints.

4.2 FAMILY HOUSING/QUARTERS REFUSE AND RECYCLE CONTAINERS: The City of Moline shall provide one container (96 gal) for collection of refuse and one container (96 gal) for collection of single stream recyclable items. See Technical Exhibit (TE) 6.1, Container Inventory for number of bins and locations.

4.3 MATERIALS: The City of Moline shall furnish all required materials to repair and maintain all City-furnished containers/bins/cans and dumpster, the refuse and recycling collection vehicles, in functioning order.

4.4 QUALITY ASSURANCE: The IGSA-TR will conduct periodic checks of refuse and recycle collections through personal inspection and review of records to ensure the services outlined in this PWS are performed in a satisfactory manner. The IGSA-TR will serve as the Army's liaison between RIA and the City of Moline on agreement- and performance-related matters; however, the IGSA-TR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the IGSA.

PART 5 SPECIFIC TASKS

5.1 OPERATING STANDARDS:

5.1.1 REGULARLY SCHEDULED COLLECTIONS: The City of Moline shall, at all times, maintain a system of regularly scheduled collections, see TE 6.1, Container Inventory. Properly trained personnel and standard collection vehicles shall be used during scheduled collections to provide an efficient operation. Adequate operating procedures shall be established to prevent injury of personnel from slips, falls, strains, cuts, and motor vehicle accidents.

5.1.2 DISPOSAL OF REFUSE: The City of Moline shall comply with all Federal, State, and local laws and regulations dealing with the transportation and disposal of refuse waste, including, but not limited to, all environmental and safety laws and regulations. This compliance is required, regardless of whether or not the laws and regulations are actively enforced by the Federal, State, or local authorities. Should any Federal, State, or local laws and/or regulations conflict, the City of Moline shall adhere to the most stringent law or regulation. If, during the term of this agreement, either the Federal, State, or local laws or regulations are amended to become more stringent, and the City of Moline is placed under a greater burden in order to comply with them, the City of Moline shall comply with the amended law or regulation. The City of Moline shall dispose of all refuse only at a state-approved disposal site.

5.1.3 DISPOSAL OF SINGLE STREAM RECYCLABLE ITEMS: The City of Moline shall comply with all Federal, State, and local laws and regulations dealing with the transportation and disposal of recyclable items. Single stream recycle from RIA will be sorted and disposed of by the City of Moline.

5.2 METHOD OF COLLECTION: All refuse waste and recyclable items shall be collected from each quarters, housing unit or building at established pickup stations identified in Technical Exhibit. Refuse and recycle containers shall be emptied into collection equipment at the pickup station and shall be returned to the pickup station and placed in an orderly manner after being emptied. Any refuse waste or recyclable items

spilled on the ground during the loading operation shall be picked up by the City of Moline prior to the collection vehicle leaving the pickup station.

5.3 VEHICLE OPERATIONS: All City of Moline and contractor personnel who operate vehicles shall, at all times, maintain the required licenses to operate such vehicle and display valid state license plates. Vehicles shall be maintained in safe operating condition and present a good appearance. All City of Moline and contractor motor vehicles used for transporting refuse waste and recyclable items shall be properly equipped and designed to ensure safety and security. All City of Moline and contractor vehicles shall display the name on the vehicle.

5.4 COLLECTION SCHEDULE

5.5.1 Scheduled Refuse Requirements: The City of Moline shall conduct weekly residential solid waste collection and disposal of the 96-gallon refuse bins furnished by the City of Moline at new AFH and Quarters, as stated in TE 6.1, Container Inventory. The City of Moline shall collect refuse, as needed, from a 6 cubic yard dumpster in the AFH area provided for residential bulk waste collection.

5.5.2 Scheduled Recycle Requirements: The City of Moline shall conduct bi-weekly residential recycle collection of the 95-gallon recycle bins furnished by the City of Moline at new AFH and Quarters, as stated in TE 6.1, Container Inventory.

5.5.3

PART 6 TECHNICAL EXHIBIT LISTING

- 6.1 TE 1 – Container Inventory
- 6.2 TE 2 - Army Family Housing
- 6.3 TE 3 – Rock Island Arsenal Map

TECHNICAL EXHIBIT 1

REFUSE CONTAINER INVENTORY

<u>Building #</u>	<u>Location</u>	<u>Type Container</u>	<u>Size</u>	<u>Amount</u>	<u>Frequency</u>
2	Qtr 2 Terrace Dr	Residential Bin	96 gal	1	Tuesday
3	Qtr 3 Terrace Dr	Residential Bin	96 gal	1	Tuesday
4	Qtr 4 Terrace Dr	Residential Bin	96 gal	1	Tuesday
6	Qtr 6 Terrace Dr	Residential Bin	96 gal	1	Tuesday
7	Qtr 7 East St	Residential Bin	96 gal	1	Tuesday
70	Qtr 23 East St	Residential Bin	96 gal	1	Tuesday
81	Qtr 34 East St	Residential Bin	96 gal	1	Tuesday
705	Qtr 705 East Cr	Residential Bin	96 gal	1	Tuesday
709	Qtr 709 East Cr	Residential Bin	96 gal	1	Tuesday
Army Housing	New AFH(listed below)	Refuse Residential	96 gal	71	Tuesday
11	CDC-E Side	McD/SARC	each		Wednesday
15	CDC-W Side	McD/SARC	each	3	Wednesday
16	CDC - play grnd	McD/SARC	each	2	Wednesday
60	Cafeteria and Club	McD/SARC	each	8	Wednesday
61	Admin General Purpose	McD/SARC	each	2	Wednesday
67	Fitness Center-front door	McD/SARC	each	4	Wednesday
102	West Side along Gillespie	McD/SARC	each	2	Wednesday
110	Health Clininc -door	McD/SARC	each	1	Wednesday
128	Memorial Field (by ATM)	McD/SARC	each	1	Wednesday
150	CDC Playground	McD/SARC	each	2	Wednesday
210	North Side - door entry	McD/SARC	each	1	Wednesday
299	North End -Door Entry	McD/SARC	each	1	Wednesday
332	Warehouse - North East	McD/SARC	each	1	Wednesday
333	Front of PX	McD/SARC	each	2	Wednesday
334	Front of Commisary	McD/SARC	each	2	Wednesday
346	Davenport House	McD/SARC	each	1	Wednesday
351	Auto Shop - east end	McD/SARC	each	2	Wednesday
390	Cmd HQRTS - east side	McD/SARC	each	1	Wednesday
Bike Path	Bike Path along Rodman	McD/SARC	each	3	Wednesday
76 (park)	Playground	BIN	each	1	Wednesday
84 (park)	Playground	BIN	each	4	Wednesday

342 (park)	Playground	BIN	each	6	Wednesday
364 (park)	Playground	BIN	each	2	Wednesday
AFH Area	AFH Area	Front End	6cy	1	As needed

RECYCLE CONTAINER INVENTORY

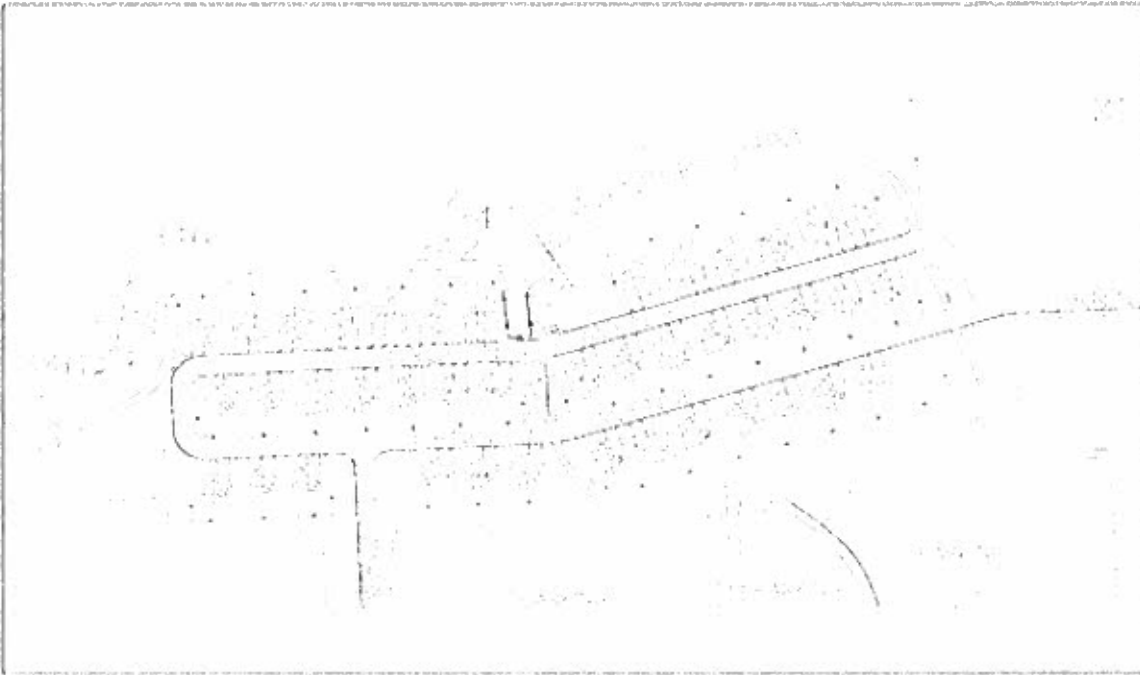
<u>Building #</u>	<u>Location</u>	<u>Type Container</u>	<u>Size</u>	<u>Amount</u>	<u>Frequency</u>
3	Qtr 3 Terrace Dr	Residential Bin	95 gal	1	Tuesday
4	Qtr 4 Terrace Dr	Residential Bin	95 gal	1	Tuesday
6	Qtr 6 Terrace Dr	Residential Bin	95 gal	1	Tuesday
7	Qtr 7 East St	Residential Bin	95 gal	1	Tuesday
70	Qtr 23 East St	Residential Bin	95 gal	1	Tuesday
81	Qtr 34 East St	Residential Bin	95 gal	1	Tuesday
705	Qtr 705 East Cr	Residential Bin	95 gal	1	Tuesday
709	Qtr 709 East Cr	Residential Bin	95 gal	1	Tuesday
Army Housing	New AFH(listed below)	Residential Bin	95 gal	71	Tuesday

TECHNICAL EXHIBIT 2: New Army Family Housing at Deer Crossing

Deer Crossing – Site Map



Eagle Point – Site Map



TECHNICAL EXHIBIT 2 – New Army Family Housing at Eagle Point

Technical Exhibit 3: Rock Island Arsenal Map