

## **AGENDA**

Raymore City Council Special Meeting  
City Hall – 100 Municipal Circle  
Tuesday, May 14, 2019

6:30 p.m.

- 1. Call to Order.**
- 2. Roll Call.**
- 3. Disposition of Contract-Jim's Disposal.**
- 4. Adjournment.**

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## **EXECUTIVE SESSION (CLOSED MEETING)**

The Raymore City Council may enter an executive session before or during this meeting, if such action is approved by a majority of Council present, with a quorum, to discuss:

- Litigation matters as authorized by § 610.021 (1),
- Real Estate acquisition matters as authorized by § 610.021 (2),
- Personnel matters as authorized by § 610.021 (3),
- Other matters as authorized by § 610.021 (4-21) as may be applicable.

*Any person requiring special accommodation (i.e., qualified interpreter, large print, hearing assistance) in order to attend this meeting, please notify this office at (816) 331-3324 no later than forty eight (48) hours prior to the scheduled commencement of the meeting.*

*Hearing aids are available for this meeting for the hearing impaired. Inquire with the City Clerk, who sits immediately left of the podium as one faces the dais.*

**VIA U.S. CERTIFIED MAIL RETURN RECEIPT REQUESTED**  
**CERTIFIED NO.:** \_\_\_\_\_

May \_\_\_\_\_, 2019

Jim's Disposal Service, LLC  
Attn: Chuck Byrd  
930 Chestnut Trafficway  
Kansas City, MO 64120

RE: Jim's Disposal Service, LLC  
Raymore Contract for Services  
Notice of Cancellation and Termination

Dear Mr. Byrd:

As you are aware, the City of Raymore, Missouri ("Raymore") and Jim's Disposal Service, LLC ("Jim's Disposal") entered into a Contract for Waste Collection Services dated July 10, 2017 (the "Contract") whereby Jim's Disposal agreed to provide residential solid waste collection services to Raymore. This correspondence/notice ("Notice") is being provided pursuant to a majority vote of the Raymore City Council which occurred on May 14, 2019, to cancel/terminate the Contract. The vote of the Raymore City Council was to cancel or terminate **WITHOUT CAUSE** under Article VIII of the Contract.

Article VIII of the Contract provides in pertinent part as follows:

"Without Cause – The City may cancel or terminate this agreement at any time without cause by providing sixty (60) days written notice, by certified mail, facsimile or e-mail to the Contractor. In the event that this agreement is terminated without cause, the City shall pay for all work completed through the effective date of cancellation."

In addition, Appendix C of the Contract related to General Terms and Conditions imposes the following notice requirements:

“Except as may be otherwise specifically required herein, all notices to be given according to this agreement shall be in writing and may be given, served or made by delivery in person to the addressee, e-mail, or by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this agreement from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified. All notices shall be sent to the following address:

If to City: City of Raymore, 100 Municipal Circle, Raymore, MO 64083

If to Contractor: Jim's Disposal Service, 930 Chestnut Trafficway, Kansas City, MO 64120.”

Given the foregoing contractual obligations, the cancellation and termination of the Contract shall be effective as sixty (60) days from today, making the effective cancellation date for remaining services July 15, 2019 (the “Effective Cancellation Date”). Thereafter, Jim's Disposal will no longer be obligated or otherwise required to provide residential solid waste, recycling and yard waste disposal services for Raymore. This Notice is being delivered via U.S. Mail Service via certified mail, return receipt requested to the address provided in the Contract. A copy of the same is also being forwarded in the same manner as the original to your identified legal counsel, James Kessinger.

Payment for services performed between now and the Effective Cancellation Date will be made by Raymore to Jim's Disposal when due, and properly invoiced. Payment by Raymore to Jim's Disposal between now and the Effective Cancellation Date will include payment of invoices submitted for pickup, transport and delivery of recyclables. Payment for the foregoing recyclables will be made upon submission of an invoice along with documentation of delivery to a recycling facility and tonnage for the delivered recyclables.

Any and all other payments will remain subject to the terms and conditions of the Contract including the continued service of Jim's Disposal between now and the Effective Cancellation Date. I would be remiss to not point out that Article VIII of the Contract specifically provides that “[a]ny cancellation notice shall not relieve the Contractor of the obligation to delivery and/or perform on all outstanding requirements of this agreement and orders issued prior to the effective date of cancellation”. Raymore will continue to pay Jim's Disposal monthly for the number of residential pickups performed through the Effective Cancellation Date. However, these payments will remain subject to withholding for missed pickups or other verified violations of the Contract where financial penalizations may be imposed.

In contemplation of the Effective Termination Date and final delivery of services, arrangements will need to be made for Jim's Disposal to acquire its solid waste and recyclable carts (collectively the "Carts"). The Carts are the sole ownership and responsibility of Jim's Disposal and as such, Raymore expects them to be removed by Jim's Disposal at its time and costs. Raymore would be willing to facilitate and coordinate the return of the Carts for Jim's Disposal. This could include, but not be limited to, providing reasonable citywide notifications/communications to the residents of any date and instructions for Jim's Disposal to receive the Carts. If Jim's Disposal is not prepared to acquire the Carts from the residents upon the Effective Cancellation Date (or within 30 days thereafter), Raymore would be willing to utilize its Public Works department and vehicles to collect the Carts and deliver them to either, (i) a centralized location in the City for Jim's Disposal to acquire within sixty (60) days after the Effective Cancellation Date, (ii) to the transfer station owned by Jim's Disposal, (iii) or the central headquarters of Jim's Disposal. Raymore would document the condition of each of the Carts and would expect representatives of Jim's Disposal to provide a receipt for the same. Finally, if Jim's Disposal fails to provide any instructions regarding the process for receipt of its Carts and does not acquire the same within 30 days of the Effective Cancellation Date, we will consider them to have been abandoned and will take the appropriate steps, including legal action to remove/dispose of the same.

I would invite you to contact me at (816) 892-3026 should you have any questions or concerns between now and the Effective Cancellation Date. Otherwise, I look forward to your earliest response as to the disposition of the Carts and other necessary arrangements as outlined above.

Very truly yours,

CITY OF RAYMORE, MISSOURI

By:

James Feuerborn  
City Manager

CC: James Kessinger  
Jonathan Zerr  
Mayor and Council

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH JIM'S DISPOSAL SERVICE, LLC FOR THE PROVISION OF WASTE DISPOSAL SERVICES FOR THE CITY OF RAYMORE, IN ACCORDANCE WITH THE REQUEST FOR PROPOSAL SUBMITTED FOR RFP 17-002."**

**WHEREAS**, the City Council finds that the provision of solid waste disposal services to residents of the City of Raymore is prudent, necessary and in the best interest of the public health, safety and welfare; and

**WHEREAS**, the City Council previously issued a contract for the provision of residential solid waste disposal services, which is set to expire on Dec. 31, 2017; and

**WHEREAS**, to provide quality solid waste disposal service for residents at an economically competitive rate, the City has issued a joint Request for Proposals identified as RFP 17-002, with the City of Belton, Missouri, to benefit from economies of scale and avoid overlap in service dates; and

**WHEREAS**, Jim's Disposal Service, LLC, an entity organized and existing under the laws of the State of Missouri, with its offices located at 930 N. Chestnut Trafficway, Kansas City, MO 64120, submitted a complete proposal under RFP 17-002 which has been determined will provide the desired quality and economically competitive rates for the solid waste services sought; and

**WHEREAS**, Jim's Disposal Service, LLC, has been determined to be the lowest, best responsive bidder for the requested solid waste services under RFP 17-002; and

**WHEREAS**, City staff negotiated the terms of the proposed contract with Jim's Disposal Service, LLC, specifically as it relates to the needs of the City of Raymore and for which approval is herein sought; and

**WHEREAS**, the charges for the solid waste services to be billed to the city by Jim's Disposal Service, LLC, will be the only charges to residents with no additional fees.

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF RAYMORE, MISSOURI, AS FOLLOWS:**

Section 1. The Mayor is hereby authorized to approve this Ordinance and the City Manager is hereby directed and authorized to enter into a negotiated contract with Jim's Disposal Service for the provision of solid waste disposal services to the City of Raymore and its citizens.

Section 2. The City Manager and City Clerk are hereby authorized to execute the contract attached hereto as Exhibit A for and on behalf of the City of Raymore.

Section 3. The City Manager is authorized to approve payments, charges and billing services for the solid waste disposal services provided to the City of Raymore and its citizens.

Section 4. The City Manager is authorized and directed to work with representatives of Jim's Disposal Service, LLC in transitioning from the current solid waste disposal service provider to Jim's Disposal Service, LLC, in the months preceding the expiration of the current contract.

Section 5. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation by the City Clerk.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**DULY READ THE FIRST TIME THIS 26th DAY OF JUNE, 2017.**

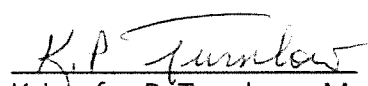
**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 10th DAY OF JULY, 2017 BY THE FOLLOWING VOTE:**

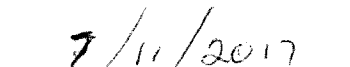
Councilmember Abdelgawad	Absent
Councilmember Barber	Aye
Councilmember Berendzen	Aye
Councilmember Burke III	Absent
Councilmember Holman	Aye
Councilmember Kellogg	Aye
Councilmember Moorhead	Aye
Councilmember Townsend	Aye

ATTEST:

  
Jean Woerner, City Clerk

APPROVE:

  
Kristofer P. Turnbow, Mayor

  
Date of Signature



**CONTRACT FOR WASTE COLLECTION SERVICES**  
**City of Raymore**  
**Residential Waste Collection**

This Agreement is made this 10th day of July, 2017, between Jim's Disposal Service, LLC, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 930 N. Chestnut Trafficway, Kansas City, MO 64120, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto. In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

This contract is effective as of July 10, 2017 and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

**ARTICLE I**  
**THE WORK**

Contractor agrees to perform all work and provide all materials as specified in Request for Proposals RFP 17-002, the work as described in Appendix A of this contract, and the General Terms and Conditions in Appendix C, commonly referred to as General Terms and Conditions and according to the Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within RFP 17-002, including insurance and termination clauses as needed or required. The work as specified in Appendix A, may commence upon scheduling and approval of the City.

The awarded Contractor shall agree to offer the prices and the terms and conditions offered herein to the City of Raymore, Missouri and the City of Belton, Missouri as part of a joint proposal. Each jurisdiction that is a party to the joint proposal has the authority to act independently as Administrative Contracting Officer with responsibility to issue purchase orders,

inspect and receive goods, make payment and handle disputes involving its own jurisdiction. If either City cancels their contract before the expiration of the three (3) year term contemplated herein, Contractor shall maintain the same prices, terms and conditions provided herein for the non-cancelling City through the remainder of the contractual term, or until cancelled as otherwise provided herein.

## ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

This contract is effective as of July 10, 2017 and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments. The City desires to enter into a contract for three (3) years. The work as specified under this contract would begin January 1, 2018 and continue through December 31, 2020, unless cancelled by the City according to the provisions in Article VII of this contract, or extended as provided for hereinafter.

Upon satisfactory performance by the Contractor, this contract may be automatically extended for two (2) contract extensions of one (1) year each (starting January 1, 2021 and January 1, 2022, respectively) at the same terms as provided for herein. Rates for services under any extension period shall be controlled by the provisions of Article IV below.

## ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents and for the monthly and special pickup charges as outlined in Proposal Form E attached.

The City agrees to pay the Contractor as outlined below and subject to deductions provided for in Articles IV and VI.

## ARTICLE IV CONTRACT PAYMENT

The City agrees to pay the Contractor for the completed work as follows:

The Contractor will bill the City monthly for the number of residential pickups performed. The contractor will monthly provide a list of addresses where services were performed to be verified by the City billing department.

The Contractor agrees that the City may withhold any and all payment for damage or destruction, blatant or otherwise, incurred to the City's property caused by poor performance or defective equipment or materials or personnel employed or utilized by the Contractor.

The City shall pay the Contractor within 30 days of receipt of invoice.



After the initial contract year, increases in charges imposed by the Contractor for the next year shall be controlled by the Refuse Rate Index calculated according to the provisions of Appendix B. The City shall be notified by July 1st each year of any increases that may occur pursuant to the Refuse Rate Index. If not notified of any proposed change in price, along with the calculations produced by the Refuse Rate Index, by said date the price will remain unchanged for the next year.

Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix C.

Third party payment agreements will not be accepted by the City.

In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in Section XII shall be assessed, the City shall withhold and retain all sums and amounts due and owing to the Missouri Department of Labor and Industrial Relations when making payments to Contractor under this Contract.

#### ARTICLE V INSURANCE REQUIREMENTS

Insurance shall be provided as outlined in the General Terms and Conditions Appendix C to the Contract.

#### ARTICLE VI DAMAGES/DELAYS/DEFECTS

The City will not sustain monetary damage if the whole or any part of this contract is delayed through the failure of the Contractor and/or his sureties to perform any part or the whole of this contract. Thus, if at any time the Contractor refuses or neglects to supply sufficiently skilled workmen or proper materials, or fails in any respect to execute the contract, including extras, with the utmost diligence, the City may take steps deemed advisable to promptly secure the necessary labor, tools, materials, equipment, services, etc., by contract or otherwise, to complete whatever portion of the contracted work which is causing delay or is not being performed in a workmanlike manner.

Contractor and/or their sureties will be liable to the City for any cost for labor, tool, materials, equipment, services, delays, or claims incurred by the City to finish the work.

Contractor will store, contain, or remove all debris, materials, tools, equipment and vehicles at the end of each day so that no hazardous or dangerous situations are created within the work location and surrounding area.

Contractor will promptly (and within 7 days of receiving notice thereof) repair all damage to public and private property caused by their agents or employees. Should damages not be

promptly repaired (within 7 days of receiving notice thereof), the City will authorize the hiring of another Contractor to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor hired to do such repairs within 10 days of completion of the repairs.

Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this contract, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

## ARTICLE VII RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and designate the City Manager, or their designee (in writing) to render decisions on behalf of the City and on whose actions and approvals the Contractor may rely.

The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of, or delay in performance of this agreement. The City and the Contractor shall agree upon any delay or cancellation of performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement. In the event Contractor is unable to perform, the Contractor shall notify the City accordingly and shall cooperate with the City to establish alternative collection and disposal efforts, including but not limited to sub-contractors or temporary assignment of this agreement.

Contractor agrees to provide all materials, labor, tools, and equipment necessary to perform and complete the contract as specified.

All equipment will be of such type and in such condition so as not to cause any damages to City property or the community at large. All equipment used on site will meet the minimum requirements of OSHA (Occupational Safety Health Administration) and related federal, state, county, and city agencies and regulations, including but not limited to EPA (Environmental Protection Agency) and the NESHAPS (National Emission Standards for Hazardous Air Pollution). All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

Contractor will supervise and direct the work performed, and shall be responsible for his employees. Contractor will also supervise and direct the work performed by subcontractors and their employees and be responsible for the work performed by subcontractors hired by the contractor. Contractor shall not assign its responsibilities to any subcontractor without the prior written agreement of the City.

Contractor agrees to obtain and maintain, during the term of this contract, the necessary licenses and permits required by federal, state, county and municipal governments to perform the services as required by this contract. Contractor shall bear the cost of any permits which he is obligated to secure. Contractor will also ensure any subcontractors hired will obtain the necessary licenses and permits as required.

Contractor agrees to comply with all applicable Department of Transportation, federal, state, county, and municipal laws and regulations, including, but not limited to, affirmative action, equal employment, fair labor standards and all applicable provisions of the Occupational Safety and Health Act of 1970, as amended. Contractor agrees to ensure sub-contractors and their employees comply with all applicable laws and regulations aforementioned.

Contractor also agrees to be, at all times, in full compliance with any and all applicable federal, state and local laws and regulations as they may change from time to time.

#### ARTICLE VIII CANCELLATION AND/OR TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made in writing, and delivered via certified mail, facsimile or e-mail. If the Contractor fails to correct any default after notification of such defaults, the City shall have the right to immediately cancel and/or terminate this agreement by giving the Contractor sixty (60) days written notice, and delivered via certified mail, facsimile or e-mail. In the event this agreement is terminated with cause, the City may hold as retainer the amount needed to complete the work in accordance with bid specifications.

Without Cause – The City may cancel or terminate this agreement at any time without cause by providing sixty (60) days written notice, by certified mail, facsimile or e-mail to the Contractor. In the event that this agreement is terminated without cause, the City shall pay for all work completed through the effective date of cancellation..

Any contract cancellation notice shall not relieve the Contractor of the obligation to delivery and/or perform on all outstanding requirements of this agreement and orders issued prior to the effective date of cancellation.

Waiver by the City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of the City, and forbearance or indulgence by the City in any regard whatsoever shall not constitute a waiver of of same to be performed by the Contractor of the term, covenant or condition, the city shall be entitled to invoke any remedy available to it under the Contract or by law despite any such forbearance or indulgence.

No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory services.

#### ARTICLE IX DEFAULT AND REMEDIES

In case of a dispute, the Contractor and the City shall each appoint a representative, who, together, shall select a third party attorney in good standing and licensed to practice law in Missouri, to arbitrate the issue. Resolution of the issue will be binding upon both parties. The arbitrator may allocate damages, costs, and reasonable attorneys fees between the parties.

A. If Contractor shall be in material default or breach of any material provision of this agreement, City may terminate this agreement pursuant to Article VIII, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Contractor sixty (60) days written notice and opportunity to cure such default or breach.

B. If City shall be in material default or breach of any material provision of this Contract, Contractor may terminate this contract or suspend Contractor's performance after giving City sixty (60) days written notice and opportunity to cure such default or breach.

#### ARTICLE X WARRANTY

Contractor warrants that all workmanship shall be of good quality, in conformance with bid specifications.

Contractor shall comply with the "Customer Service Standards" as established by Appendix A item 16 of this agreement. Following correction Contractor shall immediately inform the City representative of corrective action.

#### ARTICLE XI AFFIDAVIT of WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

- \* submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
- \* providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

ARTICLE XII  
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise.

The parties have executed this agreement at The City of Raymore the day and year first above written.

IN WITNESS WHEREOF, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

**THE CITY OF RAYMORE, MISSOURI**

By: Jim Feuerborn

Jim Feuerborn, City Manager

Attest: Jeanie Woerner  
Jeanie Woerner, City Clerk

(SEAL)

**JIM'S DISPOSAL SERVICE, LLC**

By: Charles C. Beyar

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

**APPENDIX A**  
**SCOPE OF SERVICES AND SPECIAL PROVISIONS**

**Residential Waste Collection**

CITY OF RAYMORE, MISSOURI

RFP 17-002

The solid waste collections service shall conform to all City of Raymore ordinances regarding solid waste, yard waste, and recyclables and the following specifications or better.

1. **Residential Dwelling Unit** – is defined as any single home, two family unit, four family unit, six family unit, all condominiums/town homes up to six units per building, and all apartment complexes up to six units per building serviced with individual containers.
2. **Excluded Residential Dwelling Units** - Any residential dwelling unit within a community that has private streets, private street lights, total maintenance provided including street maintenance, cleaning, snow removal, yard maintenance, home exterior maintenance including painting and roof replacement, and sidewalk snow removal shall be excluded from this contract. At this time the City has identified the following communities/subdivisions which shall be considered Excluded Residential Dwelling Units. These communities are listed as follows:

Morningview Subdivision  
Foxwood Springs  
Greenway Villas  
Walnut Estates.

An exact list of those addresses within these communities/subdivisions which shall be excluded will be agreed upon by the City and the Contractor prior to the beginning of services as outlined in this contract. This list may be expanded by ten (10) days written notice provided to Contractor by the City.

3. **Curb Collection** – The Contractor shall provide solid waste, yard waste, and single-stream commingled recyclables, collection removal and disposal service to all residential dwellings (including condominiums) within the corporate limits of the City, except as to the Excluded Residential Dwelling Units. There shall be once a week collection of solid waste, yard waste, and recyclables from the curb of the premises. On collection days all refuse containers and items of refuse shall be placed at a designated collection point. The Contractor will not be required to collect refuse from the inside of the buildings. As listed above, the City has four communities that shall be excluded from these services and shall not have charges assessed against the units within them. Contractor will have no responsibility for pickup within them.
4. **House line Service to Hardship Customers** - Hardship Customers shall be defined as

medically disabled or elderly residential customers as approved by the City. A list of Hardship Customers shall be provided by the City to the Contractor and updated at least monthly with notice to the Contractor as provided herein. The Contractor shall collect once weekly from each Hardship Customer the solid waste, recycling, and yard waste placed in front of the Hardship Customer's residence, anywhere between the residence and the street. Carts and containers of Hardship Customers shall be returned to the original point of placement in front of the Hardship Customer's residence.

5. **Collection Vehicles** – Contractor and if used Subcontractors shall furnish the necessary vehicles for the collection of solid waste, yard waste, and recyclables in non-leakable vehicles provided with tops or coverings to guard against spillage, and shall conceal said contents from view; said vehicles to be kept covered or closed at all times except when being loaded or unloaded.
6. **GPS Service Availability** - Contractor shall utilize GPS technology to monitor truck location and vehicle stops on collection routes. Contractor shall supply the City with online access to the GPS service for monitoring if contracted to do so.
7. **Definitions** – Whenever the terms “solid waste,” “yard waste,” or “recyclables” is used in these specifications, it shall be construed as follows:

Solid Waste: All semi-solid and solid waste derived from and during the procurement, storage, processing, cooking and consumption of food materials of animals, vegetable or synthetic origin which are intended for and are used by residents, for the refreshment or sustenance of human beings or animals. Solid waste shall not include dead animals, animal parts, household hazardous waste such as wet paint, pesticides, strong clean air agents, tires, auto batteries, and combustibles of all kinds. Solid waste shall not include ashes stored in ash pits, part of trees, bushes and soil, mortar, plaster, concrete, bricks, stone, gravel, sand and all waste or leftover materials resulting from grading, excavation, construction, alteration, repair or wrecking of buildings, structures, walls, roofs, roads, streets, walks or other facilities and such items of rubbish whose weight, size dimension, and shape require more than one man for removal.

Potential Recyclables means the following –

**Containers:**

- Aluminum and metal food cans
- Aluminum trays and foil
- Aseptic packaging and gable top containers (milk and juice cartons)
- Steel cans and tins

**Plastics:**



- PET soda, milk, water, and flavored beverage bottles (#1 clear and green plastic resin)
- HDPE detergent and fabric softener containers (#2 colored plastic resin)
- PVC narrow neck containers only (#3 plastic resin); examples include health and beauty aid products, household cleaners
- LDPE grocery containers (#4 plastic resin); examples include margarine tubs, frozen dessert cups, six and twelve pack rings)
- PP grocery containers (#5 plastic resin); examples include yogurt cups, narrow neck syrup and ketchup bottles
- #7 plastic resin grocery – narrow neck containers only

**Paper:**

- Newspaper, including inserts (remove plastic sleeve)
- Magazines, catalogues and telephone books
- Kraft (brown paper) bags
- Office, computer, notebook and gift wrap paper
- Chipboard (cereal, cake and food mix boxes, gift boxes, etc.)
- Carrier stock (soda and beer can carrying cases)
- Junk mail and envelopes
- Paper back books (does not include hard cover books)
- Cardboard (no waxed cardboard)
- Telephone Books

Yard waste: Yard waste includes grass clippings, leaves, vines, hedges and shrub trimmings, tree trimmings, and tree limbs. Residents may bundle limbs with twine or rope (bundle dimensions must not exceed 3-feet in length and 18-inches in diameter.) Yard waste does not include dirt or rocks.

Large Household Items: Large household items mean those items other than normal household trash including, but not limited to: appliances, furniture, and any other items which cannot be safely and conveniently loaded into a solid waste transportation vehicle. Specifically excluded are concrete and bricks, vehicle parts, tires, abandoned cars and car parts, whole trees, and construction materials.

8. **Special Pick-Ups** – shall be defined as large household items as defined above and any other items that cannot be disposed of at landfills, **not including hazardous waste**. Property owner must schedule the pick-up with the contractor with at least 48-hours notice, prior to pick-up. Contractor shall provide contact name, phone number and email address. This information will be placed on the City website for residents to contact regarding said pick ups. Each pick-up of this type will be billed to the resident with the exception of the two “Large Household Item” pickup days outlined in this contract. Construction materials generated by building contractors or residents are not a part of this pick-up. Building contractors or residents would be expected to secure roll-off service independent of this contract for pick-up of construction materials.

9. **Christmas Tree Disposal** – The Contractor will be required to pick up Christmas trees at the curb during the month of January on the resident's regular yard waste collection day.
10. **Holiday Schedule** – Contractor has agreed on "No Holidays" to be included in contract.
11. **Collection Routes** – The Contractor shall establish routes for the collection of solid waste, yard waste, and recyclables. The Contractor's collection schedule and collection routes shall be filed with the City Manager, or their designee as provided in writing.
12. **Collection Times** – No collection shall be made before 7:00 a.m. or after 7:00 p.m., except by express authorization of the designee of the City. No regular collections shall be made from any types of premises on weekends. Saturdays may be permitted for special pickup events and missed pickups from the regular pickup day.
13. **Residential Containers** – Solid waste refuse may be stored in standard trash containers. Contractor shall supply a 65-gallon trash container and a 65-gallon recycle container. If a residence has more solid waste than can fit into the standard trash container, they will be permitted to also place trash bags with solid waste, or recyclables next to the containers or in a similarly sized container purchased by the resident and the Contractor will be required to pick those up as well. Recyclables shall be stored in standard containers supplied by the Contractor, one per dwelling unit. Yard waste shall be stored in biodegradable paper bags supplied by the resident or bundled with twine or rope. If Contractor utilizes tags/stickers for yard waste pick up then Contractor shall provide information on the cost and process for purchase of additional tags/stickers and shall coordinate any educational materials for residents through the City.
14. **Cleanliness** – In the collection of solid waste, yard waste, and recyclables, the Contractor and its employees shall not place the same upon or suffer the same to be placed, or scattered upon any public place, or private street, alley, or drive, and agrees to replace any receptacle, can or lid damaged by it or its employees and upon collection leave the premises in a neat and clean condition. Contractor will not be allowed to transfer solid waste, recyclables, or yard waste from truck to truck in residential areas except where small pickup trucks are utilized in certain areas of the City and need to dispose their loads into a larger vehicle. Any locations within the City where Contractor intends transfer solid waste, recyclables or yard waste from small pickup trucks to larger vehicles must be pre-approved by the City, in writing. In addition, the Contractor will not be allowed to store containers of any kind in common areas or in the City right-of-way. If an unsightly or unsanitary condition results from an action of the Contractor, the Contractor shall respond within four (4) hours of receipt to the satisfaction of the City.
15. **Contractor Report Daily** – The Contractor shall designate a supervisor for collection crews working within the City to assure the duties of such crews are completed per the contract between the City and the Contractor. At least once daily in the a.m. and possibly a second in the p.m., a responsible representative of the Contractor shall make a written report to the City designee to receive any complaints regarding said collection service. In

addition, the supervisor must be accessible via a cell phone between the hours of 7:00 a.m. and 7:00 p.m. on days when collections are made in the City. The cellphone number shall be available to the City designee of the City for direct contact but not for use by the general public.

**16. Customer Service Standards** – All complaints received by the Contractor or the City before 1:00 p.m. shall be resolved by 6:00 p.m. on the day the complaint was received by Contractor. All complaints received by Contractor after 1:00 p.m. shall be resolved by noon the following day. If a pickup is missed and confirmed between the City and Contractor fails to resolve the complaint within the timeframes allowed, a penalty of \$150.00, for each unit missed, will be assessed and deducted from the Contractor's billing. The Contractor shall maintain a daily log of all complaints received and the time that the complaint was resolved. The Contractor shall provide a monthly report to the City, which will include copies of the daily reports of complaints and resolutions for the prior month.

a. The City will be the sole judge as to the sufficiency of the work performed by Contractor.

b. In the event of an emergency or failure by the Contractor to be able to adequately perform residential waste collection services, the Contractor shall immediately contact the City designee of the City. If a live voice-to-voice conversation is not possible, the Contractor shall contact the Police Department for the City. The Contractor shall follow the instructions of the City to insure the public health, safety and welfare of the City.

**17. Customer Service Center** – The Contractor will operate and maintain a Customer Service Center with the following minimum standards; 1) open between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, during such time, all calls must be answered by a Customer Service Representative; 2) during all other times, calls to the Customer Service Center will be received by an answering service or machine; 3) the Contractor shall implement procedures approved by the City whereby complaints can be received via fax, e-mail and website.

**18. Insurance** – The Contractor shall provide a certificate of insurance which shall indemnify and hold harmless the City from any liability, claim, damage or cause of action which may be sustained by or asserted against the City, directly or indirectly, or in any manner arising out of the performance or failure or performance on the part of the Contractor, and shall cover each vehicle used in the work covered by this agreement. The General Terms and Conditions section in Appendix C of this contract outlines the specifics of the coverage to be provided. The insurance shall be maintained in force during the term of this contract. Said insurance shall be carried in a firm or corporation satisfactory by the City and duly licensed or

permitted to carry on such business in the State of Missouri and the City. Such insurance policy or policies shall be filed with the City together with the certificate of the insurer that the policy or policies are in full force and effect and that same will not be altered, amended, or terminated without sixty (60) days prior written notice having been given the City. All certificates of insurance shall specifically list the City as an additional insured with respect to the policies related to the specifications and the Contract Agreement.

19. **Laws** – The Contractor will be required to obtain all licenses and permits and comply with all ordinances provided in the City of Raymore Code of Ordinances. The Contractor shall at all times comply with all ordinances and regulations of Cass County, and any rules and regulations issued by the State of Missouri.
20. **Volume Report** – Prior to the fifteenth of the each month, the Contractor shall complete the trash/recycling/yard waste monthly volume report for the prior month. In addition, the Contractor shall make recommendations as to how they can increase the tonnage of recyclable material. No payment shall be sent to the Contractor where the City pays the bill unless the volume report is current and submitted in the format used on the attached Proposal Form G.
21. **Administration and Billing** - Pricing should assume that the City will be responsible for the billing component to the residents of the City. The contractor will send a single monthly bill to the City and be paid within 30 days of the receipt of such bill. Base charge billing will be handled by City staff. Special pickups priced separately from the base pricing will be billed by the contractor directly to the residential customer. The City will grant the successful bidder the exclusive franchise for a period of three years to provide these services to the City residents.

This contract and the appendices attached hereto may be utilized for purposes of negotiating and entering into waste service arrangements between contractor and other municipal entities within Cass County, Missouri so long as the same does not alter the current pricing structure, administrative and billing arrangements and the provision of services provided to the City. Under this provision, Contractor may negotiate alternative pricing with other Municipal entities.

## **REQUIRED SERVICES TO BE PROVIDED**

The contractor shall have the responsibility to collect, haul and dispose of all household trash, recyclable and yard waste between 7:00 a.m. and 7:00 p.m. These items will be collected in properly identified trucks. (“Properly identified trucks” means the name, address, and phone number of the Contractor and designation of type of material being collected must be displayed on the truck.) All these services, vehicles, equipment, and collected materials, as described below, are to comply with Missouri Solid Waste Law and local City and County regulations.

- a) Trash to be picked up once a week in Contractor or Resident supplied containers, or

sealed trash bags from the curb line from residential dwelling units (as defined on page 15).

- b) Recyclables are to be picked up once a week in Contractor supplied containers from the curb line. Refer to recyclables definition as defined in the RFP for those items that are defined recyclable. Contractor to indicate which items are recycled in their program on the Proposal Form E.
- c) Yard waste is to be picked up once a week in biodegradable paper bags. Limbs can be bundled and placed at the curb for pick-up. This service will be made available weekly from March 1st to December 31st to the residents. Limbs/bushes will be securely bundled in less than 18 inches diameter. Maximum length is to be less than 36 inches and not more than sixty (60) pounds in weight. Christmas tree pickup available in January each year. Christmas trees should be cut in half if the length is more than 8 feet. All tinsel, lights and ornaments must be removed from Christmas trees.
- d) There will be no scavenging by the Contractor or subcontractor if used or his authorized personnel.
- e) Large household items will be collected by Contractor from the curb free of charge twice a year in spring and fall as part of this contract. Additional large household item pickups may be scheduled with Contractor by residents on an "on call" basis. The resident will need to call or e-mail the Contractor with his/her address so the Contractor can schedule a pick-up. Charges for the service will be billed directly to the resident by the Contractor. Contractor and City shall work together for providing scheduling of the two (2) large household item pickup dates and notifying the residents accordingly.

**APPENDIX B**  
**REFUSE RATE INDEX**

Using the most recent publications of the source documents identified below, the “Refuse Rate Index” adjustment shall be calculated in the following manner:

1. The expenses of performing residential refuse collection and disposal services for the designated period shall be prepared in the attached format (Operating Cost Statement – Description) of this Attachment.

2. The expenses of performing residential refuse collection and disposal services shall be broken down into the following five cost categories: Labor; Fuel; Vehicle Replacement; Maintenance; and All Other. Each cost category is assigned a weighted percentage factor on that cost category’s proportionate share of the total of the cost shown for all costs categories.

3. The following indices are used to calculate the adjustment for each cost category. The change in each index is calculated on a twelve-month period in accordance with the terms of the Contract.

Cost Category	Index of Source Documents
Labor	Employment Cost Index, Compensation for Service Producing Industries. Source: Monthly Labor Review, U.S. Bureau of Labor Statistics
Fuel	Producer Price Index, Light Fuels Oils - #2 Diesel Fuel (0573-03). Source: Producer Price Index, U.S. Bureau of Labor Statistics
Vehicle Replacement	Producer Price Index, Truck & Bus Bodies – Refuse & Garbage (Packer Type) (3713-139). Source: Producer Price Index. U.S. Bureau of Labor Statistics
Vehicle Maintenance	Producer Price Index, Industrial Trucks & Tractors – Parts (3537-3). Source: Producer Price Index, U.S. Bureau of Labor Statistics
All Other	$\frac{1}{4}$ Consumer Price Index, U.S. City Average (Unadjusted,

All Urban Consumers, All Items.) Source: Consumer Price Index Detailed Report, U.S. Bureau of Labor Statistics

4. The percentage weight for each cost category is multiplied by the change in each appropriate index to calculate a weighted percentage for each cost category. The weighted percentage changes for each cost category are added together to calculate the Refuse Rate Index (see example attached).

Refuse Rate Index (Continued)

Operating Cost Statement – Description

Operating Costs

Labor: List all administrative, officer, operation and maintenance salary accounts.

List payroll tax accounts directly related to the above salary accounts.

Fuel: List all fuel and oil accounts.

Vehicle Replacement: List all Collection and Collection related vehicle depreciation accounts.

List all vehicles lease or rental accounts related to Collection or Collection related vehicles.

Vehicle Maintenance: List all Collection or Collection related vehicle parts accounts.

All Other: List all other expense accounts related to the services provided under this Contract. This category includes all insurance including general liability, fire, truck damage, extended coverage and employee group medical and life; rent on property, truck licenses and permits; real and personal property taxes; telephone and other utilities; employee uniforms; safety equipment; general yard repairs and maintenance; office supplies, postage; trade association dues and subscriptions; advertising; employee retirement or profit sharing contributions; and miscellaneous other expenses.

**Refuse Rate Index  
Example**

<b>Cost Category</b>	<b>Weight</b>	<b>Index</b>	<b>Source</b>	<b>% Change for year</b>	<b>Weighted Percentage Change</b>
Labor	42.13%	Employment Cost Index, Compensation for Service Producing Industries	Monthly Labor Review, Bureau of Labor Statistics	0.75%	0.31%
Fuel	5.75%	Producer Price Index, Light Fuel Oils - #2 Diesel Fuel	Producer Price Index, Bureau of Labor Statistics	-6.09%	-0.35%
Vehicle Replacement	7.89%	Producer Price Index, Trucks & Bus Bodies - Refuse & Garbage (Packer Type)	Producer Price Index, Bureau of Labor Statistics	5.15%	0.41%
Vehicle Maintenance	8.28%	Producer Price Index, Industrial Trucks & Tractors	Producer Price Index, Bureau of Labor Statistics	3.28%	0.27%
All Other	35.95%	$\frac{3}{4}$ Consumer Price Index, U.S. City Average (unadjusted), All Urban Consumers, All Items	Consumer Price Index Detailed Report, Bureau of Labor Statistics	2.52%	0.68%
<b>TOTAL</b>	<b>100.00%</b>				<b>1.32%</b>



**APPENDIX C  
GENERAL TERMS AND CONDITIONS**

*A. Procedures*

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the City designee or their authorized representative (s). The Contractor shall not comply with requests and/or orders issued by any other person. The City designee will designate authorized representatives in writing. Both the City of Raymore and the Contractor must approve any changes to the contract in writing.

*B. Contract Period*

The City desires to enter into a contract for three (3) years, subject to the two (2) extensions for one (1) year each as authorized herein. The awarded contractor shall agree to offer the prices and the terms and conditions offered herein to the City of Raymore, MO and the City of Belton, MO as part of a joint proposal. Each jurisdiction that is a party to the joint proposal has the authority to act independently as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payment and handle disputes involving its own jurisdiction.

*C. Insurance*

The Bidder/Contractor shall procure, maintain, and provide proof of, insurance coverage's for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City of Raymore by the Bidder/Contractor, its agents, representatives, employees or subcontractors. The City of Raymore shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. Claims made on policies must be enforce or that coverage purchased for three (3) years after contract completion date.

1. General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability forms including Product/Completed Operations.

Minimum Limits

General Liability:

\$1,000,000 Each Occurrence Limit  
\$ 100,000 Damage to Rented Premises  
\$ 5,000 Medical Expense Limit  
\$1,000,000 Personal and Advertising Injury  
\$2,000,000 General Aggregate Limit  
\$1,000,000 Products & Completed Operations  
\$ 50,000 Fire Damage Limit

2. Excess/Umbrella Liability

\$5,000,000 Each Occurrence  
\$5,000,000 Aggregate

3. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the Bidder/Contractor, its agents, representatives, employees or subcontractors.

Minimum Limits

Automobile Liability:

\$1,000,000 Combined Single Limit

\$1,000,000 Each Occurrence Limit

\$5,000 Medical Expense Limit

4. Workers' Compensation

Limit as required by the Workers' Compensation Act of Missouri, Employers Liability, \$1,000,000 from a single carrier.

D. *Hold Harmless Clause*

The Bidder/Contractor shall, during the term of the agreement including any warranty period, indemnify, defend, and hold harmless the City, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

E. *Exemption from Taxes*

The City is exempt from state sales tax and federal excise tax. Tax exemption certificates indicating this tax-exempt status will be furnished on request, and therefore the City shall not be charged taxes for materials or labor.

F. *Employment Discrimination by Contractors Prohibited/Wages/ Information*

During the performance of a contract, the Contractor shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disabilities, or sexual orientation except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that it is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

The Contractor will include the provisions of the foregoing paragraphs in every subcontract

or purchase order so that the provisions will be binding upon each subcontractor or vendor used by the Contractor.

*G. Invoicing*

The Bidder shall submit invoices to the City, in duplicate, for services outlined above in Appendix A on a monthly basis.

*H. Notice*

Except as may be otherwise specifically required herein, all notices to be given according to this agreement shall be in writing and may be given, served or made by delivery in person to the addressee, e-mail, or by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this agreement from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified. All notices shall be sent to the following addresses:

If to City: City of Raymore, 100 Municipal Circle, Raymore, MO 64083

If to Contractor: Jim's Disposal Service, 930 Chestnut Trafficway, Kansas City, MO 64120

*I. Educational Materials*

Contractor shall assist and cooperate with City in the delivery of any educational or information materials regarding the costs, charges, provision of services, scheduling of pickups for regular, bulk, recyclable, or yard waste and any other services provided by Contractor under the terms of this agreement.

*J. Severability*

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

*K. Applicable Laws*

This contract shall be governed in all respects by federal law and the laws of the State of Missouri. All work performed shall be in compliance with all applicable City codes.

*L. Drug/Crime Free Work Place*

The Bidder acknowledges and certifies that it understands that the following acts by the contractor, its employees, and/or agents performing services on City property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).

3. Any crimes committed while on City property.

The Bidder further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City in addition to any criminal penalties that may result from such conduct.

*M. Escalation of Fees*

After the initial contract year, the Refuse Rate Index may be used to determine any increases that would occur for the following years. The City shall be notified by July 1 each year of any increases that may occur and shall be provided with the completed Refuse Rate Index calculations as shown on the example in Appendix B. If not notified by said date the price would hold for the next year.

*N. Permits*

The successful Contractor shall be responsible for obtaining all permits, and for incurring all expenses associated with those permits, prior to proceeding with the scope of work and services described in this RFP. Included in these permits will be the "Occupational License and/or Business License" required of all contractors doing business within the City limits. This permit can be obtained from the office of the City Clerk located at 100 Municipal Circle, Raymore, Missouri 64083.

*O. Rejection of Bids*

The City reserves the right to reject any or all proposals and to waive informalities or deficiencies therein. The City further reserves the right to negotiate with any and all bidders or others for more favorable terms or prices including alternates to the bond, and to award the contract to other than the bidder submitting the lowest cost bid proposal, with or without negotiation and to determine which is the lowest best and most responsive bid, and to select the bid deemed most advantageous to the City.

*P. Release of Information*

Pursuant to 610.021 RSMo, all documents within a request for proposal will become open record to the public upon a negotiated contract being executed. All documents within a request for bid become open record as soon as the bid is opened. Bidders and proposers should be aware that all documents within a submittal will become open records.

*Q. Bid Bond*

A bid bond or certified check from a surety or bank, acceptable to the Purchasing Specialist of Raymore and the Finance Director for Belton, in the amount of \$10,000.00 must accompany each proposal. An unacceptable bid security may be cause for rejection of the proposal by either, and/or both the City of Raymore and the City of Belton. No bidder may withdraw his bid for a period of thirty (30) days after the date of opening of bids.

*R. Performance Bond*

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Performance Bond in penal sum equal to the amount of \$200,000.00, conditioned

upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the contract documents for a period of sixty (60) days, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State of Missouri. The expense of this bond shall be borne by the Contractor. If any time a surety on any such bond is declared as bankrupt or loses its right to do business in the state in which the work is to be performed, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

*S. Payment Bond*

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Payment Bond in penal sum equal to the amount of \$200,000.00, conditioned upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents for a period of sixty (60) days. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If any time a surety on any such bond is declared as bankrupt or loses its right to do business in the State of Missouri, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

*T. Affidavit of Work Authorization and Documentation:*

Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- \* submitting the attached AFFIDAVIT OF WORK AUTHORIZATION, and
- \* providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

PROPOSAL FORM A  
RFP 17-002

**PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS**

I (authorized agent) Charles Byrd having authority to act on behalf of  
(Company name) Jim's Disposal Service, LLC do hereby  
acknowledge that (Company name) Jim's Disposal Service, LLC will be bound by all  
terms, costs, and conditions of this proposal for a period 90 days from the date of submission;  
and commit to sign the Agreements.

FIRM NAME: Jim's Disposal Service, LLC

ADDRESS: 930 N Chestnut Trafficway  
Street

ADDRESS: Kansas City, Missouri 64120  
City State Zip

PHONE: (816)221-1932

E-MAIL: ccbyrd2613@att.net ebyrd@jimdisposal.com

DATE: 5/8/2017  
(Month-Day-Year)

Charles Byrd  
Signature of Officer/Title

DATE: 5/8/2017  
(Month-Day-Year)

Justin L. Byrd  
Signature of Officer/Title

Indicate Minority Ownership Status of Bidder (for statistical purposes only):  
Check One:

- MBE (Minority Owned Enterprise)  
 WBE (Women Owned Enterprise)  
 Small Business

**PROPOSAL FORM B**  
**RFP 17-002**

**CONTRACTOR DISCLOSURES**

*The Contractor submitting this RFP shall answer the following questions with regard to the past five (5) years. If any question is answered in the affirmative, the Firm shall submit an attachment, providing details concerning the matter in question, including applicable dates, locations, names of projects/project owners and circumstances.*

1. Has the Firm been debarred, suspended or otherwise prohibited from doing business with any federal, state or local government agency, or private enterprise? Yes \_\_\_\_\_ No x
  
  2. Has the Firm been denied prequalification, declared non-responsible, or otherwise declared ineligible to submit bids or proposals for work by any federal, state or local government agency, or private enterprise? Yes \_\_\_\_\_ No x
  
  3. Has the Firm defaulted, been terminated for cause, or otherwise failed to complete any project that it was awarded? Yes \_\_\_\_\_ No x
  
  4. Has the Firm been assessed or required to pay liquidated damages in connection with work performed on any project? Yes x No \_\_\_\_\_
  
  5. Has the Firm had any business or professional license, registration, certificate or certification suspended or revoked? Yes \_\_\_\_\_ No x
  
  6. Have any liens been filed against the Firm as a result of its failure to pay subcontractors, suppliers, or workers? Yes \_\_\_\_\_ No x
  
  7. Has the Firm been denied bonding or insurance coverage, or been discontinued by a surety or insurance company? Yes \_\_\_\_\_ No x
  
  8. Has the Firm been found in violation of any laws, including but not limited to contracting or antitrust laws, tax or licensing laws, labor or employment laws, environmental, health or safety laws? Yes x No \_\_\_\_\_
- \*With respect to workplace safety laws, this statement is limited to willful federal or state safety law violations.*
9. Has the Firm or its owners, officers, directors or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Firm's business? Yes \_\_\_\_\_ No x
  
  10. Has the Firm been the subject to any bankruptcy proceeding? Yes \_\_\_\_\_ No x

**Legal Matters**

1. Claims, Judgments, Lawsuits: Are there or have there been any claims, judgments, lawsuits or alternative dispute proceedings involving the Firm that involve potential damages of \$10,000 or more in the past 48 months?

\_\_\_ Yes  No      If yes, provide details in an attachment.

2. Complaints, Charges, Investigations: Is the Firm currently or has the firm been the subject of any complaint, investigation or other legal action for alleged violations of law pending before any court or governmental agency within the past 48 months?

\_\_\_ Yes  No      If yes, provide details in an attachment.

**Required Representations**

In submitting this RFP, the Firm makes the following representations, which it understands are required as a condition of performing the Contract Work and receiving payment for same.

1. The Firm will possess all applicable professional and business licenses required for performing work in the City.
2. The Firm satisfies all bonding and insurance requirements as stipulated in the solicitation for this project.
3. The Firm and all subcontractors that are employed or that may be employed in execution of the Contract Work shall be in full compliance with the City requirements for Workers' Compensation Insurance.
4. If awarded the Contract Work, the Firm represents that it will not exceed its current bonding limitations when the Contract Work is combined with the total aggregate amount of all unfinished work for which the Contractor is responsible.
5. The Firm represents that it has no conflicts of interests with the City if awarded the Contract Work, and that any potential conflicts of interest that may arise in the future will be disclosed immediately to the City.
6. The Firm represents the prices offered and other information submitted in connection with its proposal for the Contract Work was arrived at independently without consultation, communication, or agreement with any other offeror or competitor.
7. The Firm will ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.



**PROPOSAL FORM C  
RFP 17-002**

**EXPERIENCE / REFERENCES**

To be eligible to respond to this RFP, the proposing firm must have business experience for a minimum of 3 years and must demonstrate that they, or the principals assigned to this project, have successfully completed services, similar to those specified in the Scope of Service section of this RFP, to at least one customer with a project similar in size and complexity to the City. \*Please list any Municipalities that you have done work for in the past 48 months.

Please provide a minimum of five references where your firm has performed similar work to what is being requested in the RFP and within the past 36 months. Please include ONLY the following information:

- Company Name
- Mailing Address
- Contact Person
- Telephone Number
- Project Name, Amount and Date completed

<b>COMPANY NAME</b>	The City of Smithville, Missouri
<b>ADDRESS</b>	107 West Main Smithville , MO 64089
<b>CONTACT PERSON</b>	Steven Garrett
<b>TELEPHONE NUMBER</b>	(816)532-3897
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	Residential Solid Waste/Recycle Collection Total Value \$1,262,448.00 Date Completed 12/31/2017

<b>COMPANY NAME</b>	The City of Kansas City, Mo.
<b>ADDRESS</b>	414 East 12 <sup>th</sup> St. Kansas City, MO 64106
<b>CONTACT PERSON</b>	Michael Shaw
<b>TELEPHONE NUMBER</b>	(816)513-6995
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	EV0846 Residential Solid waste Collection North Zone Current Monthly Total \$310,577.46 Date 5/2009-currently providing service

<b>COMPANY NAME</b>	City of Kansas City, Mo.
<b>ADDRESS</b>	414 East 12th St. Kansas City, MO 64106
<b>CONTACT PERSON</b>	Michael Shaw
<b>TELEPHONE NUMBER</b>	(816)513-6995
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	<b>EV0703 Residential Curbside Recycling Collection North Zone</b> <b>Current Monthly Total \$140,383.18</b> <b>Date 5/2009-currently providing service</b>

<b>COMPANY NAME</b>	Waste Management
<b>ADDRESS</b>	2601 Midwest Drive Kansas City, Kansas 66111
<b>CONTACT PERSON</b>	Paul Howe
<b>TELEPHONE NUMBER</b>	(913)208-0739
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	<b>The Kansas City School District- Solid waste contract</b> <b>Annual Amount \$22,629.36</b> <b>Date Completed 12/31/2016</b>

<b>COMPANY NAME</b>	Kansas City Area Transportation KCATA
<b>ADDRESS</b>	1200 East 18 <sup>th</sup> Street Kansas City, MO 64108
<b>CONTACT PERSON</b>	Kurt Wagner
<b>TELEPHONE NUMBER</b>	(816)346-0319
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	<b>#14-7025-36 Litter Removal and Disposal Service Bus Stops</b> <b>Total Value \$1,574,898.00</b> <b>Date 9/1/2014- currently providing service</b>

State the number of Years in Business: 18yrs

State the current number of personnel on staff: 8

**PROPOSAL FORM D**  
**RFP 17-002**

Proposal of Jim's Disposal Service, LLC \_\_\_\_\_, organized and existing  
(Company Name)  
under the law of the State of Missouri \_\_\_\_\_, doing business  
as a partnership \_\_\_\_\_ (\*)

To the Cities of Belton and Raymore, Missouri:: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 17-002 – Residential Waste Collection.

This work is to be performed in strict accordance with the Agreement, Scope of Services and Special Provisions and all Appendixes, including addendum number(s) 1&2, issued thereto, receipt of which is hereby acknowledged for the prices shown on the attached Proposal Form E.

By submission of this Bid, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

(\*) Insert "a corporation, a partnership, or an individual" as applicable.

**Residential Waste Collection**

**PROPOSAL FORM E  
CONTRACTOR ADMINISTRATION AND BILLING**

Pricing for the items below shall reflect once per week pickup and once per month billing of a single residence as defined under "Residential Dwelling Unit" of the RFP:

The charge listed below assumes yard waste and recyclables mandatory (whether or not the customer takes advantage of those items, they will be charged):

Monthly charge for curbside pickup of solid waste, yard waste, and recyclables:

Monthly Charge: \$12.41 per Residential Dwelling Unit.

Charge to residential customer for each Special Pick-Up as defined on page (14) of this RFP:

Charge per Special Pick-Up: \$25.00 per item (bill to resident) per Residential Dwelling

Unit. Monthly charge for GPS monitoring option per residential dwelling unit:

Monthly Charge: \$12.41

**PICK UP SCHEDULE AND ROUTES**

Include a list of what day/days pick up would occur for the City of Raymore and the City of Belton.

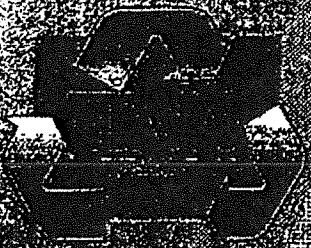
Include a list of routes.

Belton -Monday/Tuesday

Raymore -Wednesday/Thursday

**Optional Proposal:**

Trash & Recycling without Yard waste \$10.91 per residential dwelling until



Shirley Quade CPPB  
Purchasing Specialist  
City of Raymore  
1901 Municipal Circle  
Raymore, MO 64083

May 9, 2017

**Re: Questions Pertaining to Bid**

Dear Ms. Quade:

Per our conversation today regarding Question 3 in Form B and cover letter:

**Form B Question:** Will pricing be the same for a 25 monitor and a residential dwelling unit.

**Answer:** Many charges are the same for a 25 monitor and residential dwelling unit.

**Cover Letter Question:** Will pricing be the same for a 45 gallon and a 65 gallon trash and recycle?

**Answer:** Pricing will remain the same for the 45 gallon and 65 gallon on both trash and recycle.

**Form B Question:** Will JMS be held responsible for any damages in connection with work performed on May 19, 2017?

**Answer:** Yes. In June of 2015, JMS was notified of a spill on a route. We were the subcontractor of this project. We did not incur any damages. Please see the attached letter.

Ms. Quade, I hope I have answered and clarified all your questions. Should you need additional information please call me at the number above.

Shirley Quade  
Purchasing Specialist  
City of Raymore  
1901 Municipal Circle  
Raymore, MO 64083  
JMS Disposal Services, LLC

**Your Trash Is Our Business!**

City of Raymore

Kim Quade <kquade@raymore.com>

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**Re: Questions 8 Form B**

1 message

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Eartha Byrd <ebyrd@jimdisposal.com>

Tue, May 9, 2017 at 5:23 PM

Reply-To: ebyrd@jimdisposal.com

To: kquade@raymore.com

Ms. Quade, I forgot to send the answer for Question 8 Form B

**Question:** Has the Firm been found in violation of any laws, including but not limited to contracting or antitrust laws, tax or licensing laws, labor or employment, health or safety laws?

**Answer:** That answer should be no. That was a mistake on my part.

Sorry for any inconveniences,

Eartha Byrd

Vice President

Jim's Disposal Service, LLC

Office: 816-221-1932

Direct: 816-256-8000

Fax: 816-221-0052

CITY OF FOUNTAINS  
HEART OF THE NATION



KANSAS CITY  
MISSOURI

Public Works Department  
20th Floor, City Hall  
414 East 12<sup>th</sup> Street  
Kansas City, Missouri 64106

**COPY**

June 9, 2015

Town and Country Disposal  
P.O. Box #10  
23201 East 235 Street  
Harrisonville, Missouri 64701

Dear Mr. Pesck:

The Public Works Department has determined that Town and Country Disposal failed to collect a portion of Thursday north collection route as scheduled on June 4, 2015. This letter serves as a contractual notification to Town and Country Disposal that the following addresses were not collected as scheduled on June 4, 2015. Furthermore, you reported back the routes were collected when portions had not. Therefore, pursuant to contract EV846, Attachment C, Unresolved Complaints, Special Instructions and Conditions 3b and 3d, the City is invoking the applicable administrative charges in the following amounts:

- 3d, Failure or neglect to fully complete a route on day of scheduled collection- \$1,500

Address	Date Occurred	Violation Type	Type of Service	Administrative Charges
3804 NW 74 <sup>th</sup> St	6/04/2015	Portion of route not complete	Trash	Inclusive
3805 NW 74 <sup>th</sup> St	6/04/2015	Portion of route not complete	Trash	Inclusive
3808 NW 74 <sup>th</sup> St	6/04/2015	Portion of route not complete	Trash	Inclusive
3809 NW 74 <sup>th</sup> St	6/04/2015	Portion of route not complete	Trash	Inclusive
3812 NW 74 <sup>th</sup> St	6/04/2015	Portion of route not complete	Trash	Inclusive
3813 NW 74 <sup>th</sup> St	6/04/2015	Portion of route not complete	Trash	Inclusive
3800 NW 74 <sup>th</sup> St	6/04/2015	Portion of route not complete	Trash	Inclusive
3801 NW 74 <sup>th</sup> St	6/04/2015	Portion of route not complete	Trash	Inclusive
3805 NW 74 <sup>th</sup> St	6/04/2015	Portion of route not complete	Trash	Inclusive
3809 NW 74 <sup>th</sup> St	6/04/2015	Portion of route not complete	Trash	Inclusive
3812 NW 74 <sup>th</sup> St	6/04/2015	Portion of route not complete	Trash	Inclusive

3913 NW 74 <sup>th</sup> St	6/04/2015	Portion of route not complete	Trash	Inclusive
3917 NW 74 <sup>th</sup> St	6/04/2015	Portion of route not complete	Trash	Inclusive
7309 Granby St	6/04/2015	Portion of route not complete	Trash	Inclusive
7107 NW M 9 Hwy	6/04/2015	Portion of route not complete	Trash	Inclusive
7226 NW M 9 Hwy	6/04/2015	Portion of route not complete	Trash	Inclusive
Total				\$1,500

- 3b, Failure or neglect to resolve collection complaint 2:00 p.m. the following calendar day, if the complaint was sent to Contractor by City at 9:31 am or later- \$150 per dwelling unit

Address/Case #	Date Reported to Contractor	Date Reported back by Contractor	Contractor Comments	City Staff Verification Date	City Comments	Administrative Charges
3909 NW 74 <sup>th</sup> St #2015062817	6/5/2015	6/8/2015 10:05 am	Trash picked up 6/5	6/8/2015 2:14 pm	Still out, collected by City Staff	\$150
3917 NW 74 <sup>th</sup> St #2015062788 #2015062752	6/5/2015	6/8/2015 10:05 am	Trash picked up 6/5	6/8/2015 2:13 pm	Still out, collected by City Staff	\$150
3821 NW 74 <sup>th</sup> St #2015062760	6/5/2015	6/8/2015 10:05 am	Trash picked up 6/5	6/8/2015 2:21 pm	Still out, collected by City Staff	\$150
7107 NW M 9 Hwy #2015062895	6/5/2015	6/8/2015 10:05 am	Trash picked up 6/5	6/8/2015 4:28 pm	Still out, collected by City Staff	\$150
7226 NW M 9 Hwy #2015062897	6/5/2015	6/8/2015 10:05 am	Trash picked up 6/5	6/8/2015 4:23 pm	Still out, collected by City Staff	\$150
Total						\$750

The assessed administrative charges in the amount of \$2,250 will be deducted from your payments in the month of July 2015.

If you have any comments or questions regarding this matter, please contact me.

Sincerely,

*Michael J. Shaw*

Michael J. Shaw  
Assistant to the Director

CC: Sherri McIntyre, PE  
Contract File