

AGENDA

Raymore City Council Special Meeting
City Hall – 100 Municipal Circle
Tuesday, June 17, 2019
7:00 p.m.

- 1. Call to Order.**
- 2. Roll Call.**
- 3. Pledge of Allegiance.**
- 4. New Business.**

A. Award of Contract-Residential Waste Collection

Reference: - Agenda Item Information Sheet (pg 3)
- Bill 3465 (pg 7)
- Contract (pg 9)
- Bid Tabulation (pg 58)

City Manager Jim Feuerborn will be recommending that the Council award the new Residential Solid Waste Collection contract to Constable Sanitation, Inc. for the period July 15, 2019 through July 1, 2024.

- 5. Public Comments.** Please identify yourself for the record and keep comments to a maximum of five minutes.
- 6. Mayor/Council Communication.**
- 7. Adjournment.**

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.



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: June 17, 2019

SUBMITTED BY: Mike Ekey

DEPARTMENT: Administration

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Presentation	<input type="checkbox"/> Public Hearing
<input checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

TITLE / ISSUE / REQUEST

Bill 3465 - Award of Contract for Solid Waste Services

STRATEGIC PLAN GOAL/STRATEGY

4.1 Provide Exceptional Service

FINANCIAL IMPACT

Award To: Constable Sanitation
Amount of Request/Contract: Trash: \$12.95 per month // Recycling: \$5.20 per month
Amount Budgeted:
Funding Source/Account#:

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
July 15,2019	July 1, 2024

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:
Date:
Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract
RFP 19-006
Constable Sanitation Proposal

REVIEWED BY:

Jim Feuerborn

Background/Justification

In May, the City Council voted to cancel the current solid waste contract with Jim's Disposal, effective July 14, and directed staff to issue a Request for Proposals (RFP) to have a new solid waste vendor in place by July 15.

Staff issued RFP 19-006 that outlined the requirements for citywide trash, recycling, bulky item and yard waste services. Seven companies requested information regarding the RFP and four submitted full proposals/bids. These proposals included a base rate for trash service only and a rate for additional recycling (if the resident chose to continue recycling).

The companies who submitted proposals and the trash/recycling rates were:

	Trash	Recycling
Constable Sanitation	\$12.95	\$5.20
K.C. Disposal	\$12.17	\$2.80
WCA	\$13.35	\$4.75
Republic Services	\$17.75	\$8.50

Staff interviewed three of the RFP respondents and is recommending Constable Sanitation based on the following elements of the proposal.

-Solid Waste -

Constable Sanitation is offering to continue to pickup an unlimited amount of solid waste. Because crews will be primarily using the automatic loading trucks, trash will need to be placed in the trash cart. However, residents can request additional carts as needed from the city. The charge for these carts will be added to the bill for \$0.75 per month each cart. Additionally, Constable recognizes that residents may have some weeks where solid waste may not fit in the cart (such as the holidays, for example). Because of this, residents will be allowed to place up to four additional bags outside of their regular carts at any time for pick up.

WCA and K.C. Disposal both proposed charging an extra fee per cart to empty additional carts placed at the curb of \$5.00 per tip.

-Recycling -

There is no change from current unlimited recycling service. However, all recycling now needs to be in a cart. Residents can also request additional recycling carts for weekly use from the city for \$0.75 per month each cart. Like solid waste there is no additional tipping fee for additional carts. WCA required a tipping fee of \$5.00 per tip. K.C. Disposal was unlimited tipping.

-Yard Waste-

Yard waste will continue to be unlimited and can be placed at the curb year-round. The same yard waste rules apply (only grass clippings, leaves, vines, hedges, and shrub trimmings, tree trimmings and tree limbs). Yard waste should either be

placed in a biodegradable sack or limbs in bundles not to exceed 3' in length and 18" in diameter.

-Bulky Items-

Residents can place one bulky item at the curb the first trash day of each month for free. Additional bulky items can be scheduled for pickup for a fee. See the attached fee schedule for specific items. These fall under the title of "Special Pickups".

-Pickup Days -

As part of its proposal, Constable Sanitation provided an in-depth analysis of neighborhoods and estimates on possible tonnages and how long it would take for crews to fully run the routes. Constable is proposing five days of pickup throughout the City. The attached reasoning and explanation provides insight into how Constable is prepared to best serve our residents.

-Carts-

In May, the City Council directed staff to begin purchasing solid waste and recycling carts for all residents from the Building and Equipment Replacement Fund. The carts come with a 15-year warranty for any damage or replacement necessary and will allow the City more flexibility if there is a need to change vendors or bring additional help as we grow. There will be a monthly charge of \$1.50 included in the monthly solid waste fee each month. Once the Building and Equipment Replacement Fund has been paid back for the carts, the fee will be at least in part removed from the customer's bill. (A small amount will be recommended to remain for future maintenance and necessary cart purchases due to growth)

-Price Breakdown-

The fee for solid waste and carts could vary depending on whether residents decide to continue recycling and how many carts a resident requests. The following could be reflected on a resident's monthly utility bill if a resident chooses:

Trash Only (one or two trash carts) \$14.45
Trash & Recycling (one cart for each) \$19.65

Additional trash and/or recycling carts can be requested for 75-cents per cart.

-Other-

Constable's recognized holidays include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Holidays move the remaining week's trash days back one day.

Staff plans to work extensively with Constable and its staff to coordinate marketing, communications and customer service efforts. Many elements of the communications plan were already included in the attached proposal.

BILL 3465

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CONSTABLE SANITATION TO PROVIDE WASTE DISPOSAL SERVICES FOR THE CITY OF RAYMORE, IN ACCORDANCE WITH THE REQUEST FOR PROPOSAL SUBMITTED FOR RFP 19-006.

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, to provide quality solid waste disposal service for residents at an economically competitive rate, the City has issued a Request for Proposals identified as RFP 19-006; and

WHEREAS, Constable Sanitation, an entity organized and existing under the laws of the State of Missouri, submitted a complete proposal under RFP 19-006, which has been determined will provide the desired quality and economically competitive rates for the solid waste services sought; and

WHEREAS, Constable Sanitation, has been determined to be the lowest, best responsive bidder for the requested solid waste services under RFP 19-006; and

WHEREAS, City staff negotiated the terms of the proposed contract with Constable Sanitation, 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 as billed to the City by Constable Sanitation and associated solid waste cart program 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 authorized to approve this Ordinance and the City Manager is directed to enter into a contract with Constable Sanitation 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 authorized to execute the contract attached as Exhibit A 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 directed to work with representatives of Constable Sanitation in transitioning from the current solid waste disposal service provider to Constable Sanitation, in the weeks 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 17TH DAY OF JUNE, 2019.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 24TH DAY OF JUNE, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Jacobson
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CONTRACT FOR RESIDENTIAL WASTE COLLECTION

This Contract for Waste Collection Services, hereafter referred to as the **Contract**, is made this *25th* day of *June*, 2019, between *Constable Sanitation, Inc.*, an entity organized and existing under the laws of the State of *Missouri*, with its principal office located at *2050 SE Hamblen Rd., Lee's Summit, Missouri 64063*, 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, 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 *June 25th, 2019* 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 19-006, 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 to perform the contracted work in accordance with all specifications, terms and conditions as set forth within RFP 19-006, 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.

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

This contract is effective as of June 25, 2019 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 five (5) years. The work as

specified under this contract would begin July 15, 2019, and continue through July 15, 2024, unless cancelled by the City according to the provisions in Article VII of this agreement.

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents.

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 City will monthly provide a list of addresses where services are to be performed. The Contractor will bill the City monthly based on the service list as provided by the City.

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 will be the sole judge as to the sufficiency of the work performed by 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 Consumer Price Index calculated according to the provisions of Appendix B. The City shall be notified by *April* 1st each year of any increases that may occur pursuant to the Consumer Price Index. If not notified of any proposed change in price, along with the calculations produced by the Consumer Price 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, tools, 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 by the Contractor within the City.

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 or vendor with the necessary and applicable qualifications, to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor or vendor 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 (but not simply frustration 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 subcontractors 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 a type and in such condition so as not to cause any damage to City property or the community at large. All equipment used within the jurisdictional boundaries of the City 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 their 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 which may be granted at the sole discretion 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 subcontractors 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(s) under the terms of this contract. Such notification may be made in writing, and delivered via certified mail, facsimile or email. If the Contractor fails to correct any default(s) after notification of such default(s), the City shall have the right to immediately cancel and/or terminate this agreement by giving the Contractor ninety (90) days written notice, and delivered via certified mail, facsimile or email. If the Contractor fails to correct any default(s) after notification of such default(s) and the default(s) are of such that they endanger the health, safety and/or welfare of the residents of Raymore, City may terminate this contract immediately and retain the services of an alternative contractor to perform the solid waste disposal services contemplated under this contract for up to ninety (90) days, for which Contractor may be held liable for such costs, 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 the bid specifications.

Without Cause – The City may cancel or terminate this agreement at any time without cause by providing ninety (90) days written notice, by certified mail, facsimile or email 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 deliver

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 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 an acceptance of deficient or unsatisfactory services.

ARTICLE IX DEFAULT AND REMEDIES

In case of a dispute, the Contractor and the City may each agree to 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 ninety (90) 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, the Contractor may terminate this contract or suspend Contractor's performance after giving City ninety(90) 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 the 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, City Manager

Attest: _____
Jean Woerner, City Clerk

(SEAL)

Company Name

By: _____

Title: _____

Attest: _____

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

Residential Waste Collection

CITY OF RAYMORE, MISSOURI

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/townhomes 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:
 - a. Solid waste and yard waste, collection 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, year-round collection of solid waste and yard waste from the curb of the premises. On collection days all refuse containers shall be placed at a designated collection point. City shall work with Contractor to provide information and educational materials through City wide mailings and postings on social media as to the proper placement of refuse containers and acceptable forms of containers for solid waste and yard waste. The Contractor will not be required to collect refuse from the inside of the buildings. As listed above, the City has four (4) 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.
 - b. Year-round single-stream commingled recyclable collection and disposal at a qualified recycling center on a subscription basis to any resident who has signed up for the service. On collection days all recycling containers

shall be placed at a designated collection point. City shall work with Contractor to provide information and educational materials through City wide mailings and postings on social media as to the proper placement of recycling containings. The Contractor will not be required to collect recycling from the inside of the buildings.

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:
 - a. The Contractor shall collect once weekly from each Hardship Customer the solid waste and yard waste placed in front of the Hardship Customer's residence, anywhere between the residence and the street.
 - b. If a Hardship Customer has subscribed to the additional recycling service, the Contractor shall collect once weekly from each Hardship Customer the recycling placed in front of the Hardship Customer's residence, anywhere between the residence and the street.
 - c. Carts and containers of Hardship Customers shall be returned to the original point of placement in front of the Hardship Customer's residence by Contractor.
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.
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 used 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. For those declining recycling services, items listed as recycling below may also be considered solid waste. Solid waste shall not include household hazardous waste such as wet paint, pesticides, strong cleaning agents, tires, auto batteries, and combustibles of all kinds. Solid waste shall not include ashes stored in ash pits, parts 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 able-bodied person 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
- Paperback books (does not include hardcover 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: Contractor will provide collection and disposal of one Large Household Item per residential unit per month free of charge *on the residents first pickup day of the month*. Residents *are not required* to contact the Contractor in advance of the pick-up day to notify the Contractor of the Large Household Item pick-up. Any additional Large Household Items placed at the curb will be subject to an additional fee as outlined in the schedule attached under *this* Scope of Services and will be billed directly to the resident by the Contractor. 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 a 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 directly by the Contractor. 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** – *The Contractors recognized holidays shall include New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Holidays move all days back one day for the remainder of the week, Friday pickup of Silver Lake will be on Saturday and missed pickups will be on Sunday.*
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 type of premises on weekends. Saturdays and Sundays may be permitted for special pickup events, missed pickups from the regular pickup day, *and as makeup for holiday schedules.*
13. **Residential Containers**
 - a. The City will provide all residential units with one 95-gallon solid waste container (or an alternative 65-gallon container if requested). All solid waste will be required to fit in the container for collection and disposal *with the following exception. Residents may place up to 10 bags at the curb. The contractor understands that only 6 bags can fit into a 95 gallon cart and therefore residents may place up to 4 bags independent of a cart at the curb.* Residents may purchase additional City-supplied containers for solid waste disposal and the Contractor will be required to collect and dispose of solid waste in those additional containers *at no additional tipping charge.*
 - b. If a resident participates in the single-stream commingled recycling program, all recyclable shall be stored in a 65-gallon container supplied by the City. Residents may purchase additional City-supplied containers for recycling and the Contractor will be required to collect and dispose of recyclables in those additional containers *at no additional tipping charge. Unlike solid waste in ‘13(a)’, all recycling must be placed in a container.*
 - c. Yard waste shall be stored in biodegradable paper bags supplied by the resident or bundled with twine or rope. *Unlimited yard waste pickup will be provided by the contractor.*
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 to 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. On days of collection, at least once daily in the a.m. and a second time 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 noon shall be resolved by 7:00 p.m. on the day the complaint was received by Contractor. All complaints received by Contractor after noon 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 ensure 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 Customer Service Representatives; 2) during all other times, calls to the Customer Service Center will be received by an answering service or machine; 3) Those calls received by an answering service or machine must be returned before the close of business the same day or by noon the following day if received after 5 p.m. - including calls received Friday evening/night and Saturday; 4) the Contractor shall implement procedures approved by the City whereby complaints can be received via

e-mail and website. Written confirmation of receipt or resolution will be provided to the resident by the close of business the same day or by noon the following day if received after 5 p.m. including Friday evening/night and Saturday.

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 outline 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 this contract.
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 each month, the Contractor shall complete the trash/recycling/yard waste monthly volume report for the prior month. 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.

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 the 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) Solid waste is to be picked up once a week in City-supplied containers *or up to four bags* placed at the curb line from residential dwelling units (as defined on page 15).
- b) Recyclables as listed in the schedule in '7' of this section are to be picked up once a

week in City-supplied containers from the curb line of residents who have subscribed for recycling services.

- 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. 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 forty (40) 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) A single large household item is to be collected at the curb line of the residential dwelling once a month *on the residents first pickup day of the month*. Additional Large Household Items can be collected on an on-call basis. The resident will need to call or email the Contractor with his/her address so the Contractor can schedule a pick-up 48- hours in advance. Charges for the service will be billed directly to the resident by the Contractor.

PRICING

*Monthly charge for curbside pickup of solid waste and yard waste:
\$12.95 per residential dwelling unit*

*Monthly charge for curbside pickup of single-stream commingled recycling and delivery to a pre-approved recycling center or facility as submitted to the City by the contractor:
\$5.20 per residential dwelling unit*

Charge to residential customer for each Special Pick-Up as defined in Section '8' of this contract:

See schedule "Special Pickup Pricing" attached within the submittal by Constable Sanitation.

OTHER ELEMENTS

All elements as outlined in the submittal by Constable Sanitation attached are hereby incorporated as part of this contract and its obligations.

APPENDIX B CONSUMER PRICE INDEX

The Contractor will use the "Consumer Price Index" for Garbage and Trash Collection Series ID CUUR0000SEHG02 12-month average to calculate the proposed renewal rate for solid waste and yard waste collection and disposal.

The Contractor will separately use the same index to calculate the proposed renewal rate for the subscription single-stream commingled recycling services.

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

Award of this contract is anticipated prior July, 2019. The City desires to enter into a contract for five (5) years. The awarded Contractor shall agree to offer the prices and the terms and conditions offered herein to the City.

C. Insurance

The Bidder/Contractor shall procure, maintain, and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City by the Bidder/Contractor, its agents, representatives, employees or subcontractors. The City 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 (10) calendar days from the date of receipt of the Notice of Award. Claims made on policies must be enforced or that coverage purchased for three (3) years after contract completion date.

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

Excess/Umbrella Liability

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

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

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. Contractor 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 Contractor 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, or by facsimile or email, 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, or by hand-delivery provided by a bonded and insured courier operating in the Kansas City Metropolitan Area. 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:

If to Contractor:

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 contract. City may utilize postings on social media, mass mailing via U.S. Postal Service, inclusion of materials in the monthly billing statements to customers, door hangers or posting on the City web-site to complete the delivery of educational or information materials and may utilize any one or more of the foregoing options at its sole discretion.

J. Severability

In the event that any provision of this contract 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 Workplace

Contractor 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.

Contractor 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 Consumer Price Index (series may be used to determine any increases that would occur for the following years. The City shall be notified by *April* 1 each year of any increases that may occur and shall be provided with the completed Consumer Price 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

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.

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, in the amount of \$5,000.00 must accompany each proposal. An unacceptable bid security may be cause for rejection of the proposal by the City of Raymore. No bidder may withdraw his bid for a period of sixty (60) 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, 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 at 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.

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, 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 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 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 Section 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.



**RESIDENTIAL WASTE
COLLECTION
RFP 19-006**



Company Introduction

As Constable Sanitation's owners, we live and work in the communities we serve, and customer service is always our first priority. We take pride in servicing our residents each week as scheduled, and our business practices have adapted over the past 10 years to meet their changing needs. We work with HOA board members and management companies directly to ensure that every transition to Constable Sanitation is seamless. Our goal is to reduce calls to the city by directing customers to our website for information and solutions. We'll also provide Raymore residents with a dedicated phone number to ask additional questions or report missed pickups. Because we are committed to making this a smooth transition, we have already prepared all routes for trash, recycling and yard waste, and have created a website and direct mailer for smooth transition communications.

COMPANY HISTORY

For more than 100 years, the Constable family has served Lee's Summit and nearby communities. Now led by George Constable Jr., and his partner, Shannon Edgmon, Constable Sanitation was founded in 1915 by George's great grandfather, George Constable, and has since transitioned to what is now fourth-generation leadership. George Jr.'s passion is seeing that local residents - those that he's raising his family side by side with - are well taken care of, their streets are clean and tidy, and most importantly, they feel the sense of community that he instills in all of his employees.

Our customer retention rate has always been very high – more than 99% in 2018. We take pride in retaining our employees to help avoid missed pickups, which are ultimately residents' #1 concern. We believe in providing employees with a livable wage in order to attract and retain them, and pay more than our peers.

By providing year-round yard waste service, our residents can dispose of their yard waste items 52 weeks a year instead of seasonally, May – October, which doesn't accommodate Midwest autumns and their late-falling leaves, which can continue through December. Many neighborhoods have Pin Oak trees that shed leaves through the winter months, making it difficult for residents to bag and dispose of their leaves if their provider only provides seasonal yard waste pickup.

We enjoy helping the residents with whom we share the community. We participate in community fairs and cleanups. We would like to expand our community involvement on a much deeper level by contributing time and money to foundations in your area.

Our leader, George Constable Jr., has worked in the disposal industry for more than 15 years. He is an experienced diesel mechanic and CDL driver who can fill any role at any time to keep the business running smoothly. He educates himself through audio books about business management and growth. Continuing his training efforts, he is also certified in industry-specific and mentor programs. He enjoys attending community meetings - getting to know the board and residents - and discussing concerns and potential service improvement strategies. George is confident and passionate about profitably growing

Constable for many years to come. Though we're younger than many competitors, we have many years of experience and are energetic when it comes to our business and industry. Retirement is many years down the road, allowing us the opportunity to build longstanding relationships, free of any threat of acquisition.

CUSTOMER SATISFACTION

We take great pride in providing top-quality service, and these are just a few of the compliments we've received from residents:

"I am thrilled to find a trash service that has customer service through email. Your company is the only one that has online ordering and such, which many of us are used to and expect when dealing with businesses. To top it off you gave me a quick, friendly, personalized response." *Mandy Jackson*

"You have a Great Crew of Guys who pick up my trash and they leave my barrel and curb clean! I appreciate them all!" *Ms. Miller*

"Love the service from Constable Sanitation. We're out here at Raintree Lake in Lee's Summit and have had exceptional customer service on every point. It is also nice to work with a locally owned business!" *Mark Guertin*

"We have been with Constable for several years and have had excellent service. The one time in all of the years our trash was not picked up, we called and they came out immediately. We use them for yard waste, recyclables and trash. Throughout the years we have placed large cardboard boxes and other items by our trash and they have taken it all. We also like the fact that we are supporting a local business. We have been very pleased with their service!" *Diana Shrout*

SAFETY TRAINING AND "THE RAYMORE WAY"

Safety Training:

New hires will be trained extensively in these topics: aggressive driving, alcohol and substance abuse, accident reporting, distracted driving, safe backing, operating in extreme winter and summer weather, lifting techniques, seatbelt use, personal protective equipment wear and vehicle pre-trip inspections.

Constable Sanitation has a very low loss run report over the last 10 years for both Automotive and General Liability. We hire experienced drivers who are focused on the safety of their crew and any potentially distracting elements. We also have a very low injury report amongst our team. We insist on employee safety both at the shop and while on-route. Per our workers compensation policy, post-training documents are required to be signed and filed.

Communication – between office, route supervisor, in the field and the city

Two-way, GPS-enabled radios allow drivers to safely ask questions – and without the distraction of cell phones - for these situations: a recycling truck driver contacts a yard waste truck to remedy a missed bag of yard waste; a trash truck driver radios a supervisor about a bulk item pickup that a side-loading truck can't accommodate; office-wide communications for full-team awareness. The GPS-enabled radios are SIM-card activated, and the manufacturer provides software for off-site vehicle tracking online. The city and office will have live access to the exact location of trucks at all times.

No-hassle misses

We return for missed pickups, no questions asked. For recurring issues, we'll take pictures to work with the city and determine a solution.

Resident Survey

We have created an online survey to help us gain a better understanding of resident satisfaction with our services. We will add this into our marketing material which will help show residents we care and to reassure them that their feedback is important. We can also work with the City of Raymore to distribute the survey every six months via social media or on their utility bill.

Damage and Cleanup

Any damage caused by Constable Sanitation will be immediately reported to the city representative by our office manager and repaired within seven days.

New trucks are being purchased to haul all waste and recycling. This will significantly reduce any spills or leaks. If spills or leaks occur, the route supervisor will be immediately dispatched for cleanup.

Our employees will be trained to contact the route supervisor if a container is damaged. Regardless of whether the container has a broken wheel, lid, lift bar or crack before or after the containers are emptied, Constable employees are required to notify the route supervisor, and the office will notify the appointed city representative to schedule repair.

Courtesy and Cleanliness

We take pride in keeping our streets and neighborhoods clean. As part of our initial and ongoing training, employees will be trained to pick up any loose items near carts and that may have blown into yards or streets. We have received several compliments from our current residents regarding litter pickup.

Returning carts to their pickup location is a small but necessary expectation of our employees. We never want a resident to have to leave their vehicle and move a cart in order to enter their driveway. We also do not want carts placed too close to the street because they can blow over on windy days and become a safety hazard. Constable Sanitation has a zero-tolerance policy for scavenging by employees!

Company Size and Experience

We service more than 12,000 weekly customers in Lee's Summit and Blue Springs, and up to 25 miles away in Overland Park. Our disposal tonnage has provided Constable Sanitation with the opportunity to secure a long-term landfill contract. This benefits both our current and future customers in that we can guarantee disposal rates for the duration of contracts.

We currently service approximately 8,000 single-subscription residents and 4,000 in homeowners' associations. Single-subscription residents require additional resources to manage due to individualized billing and added in-office call volume. Each new resident also must be added to an existing route. Our single-subscription drivers make 400-600 daily stops from a territory of nearly 10,000 households. Training our drivers and throwers on which homes to pick up from in their territory requires significantly more training time. Contrast that with our 4,000 HOA customers, who reach us only by phone about five times per week and account for very little in-office billing time. We will continue to service our local single-subscription customers in Lee's Summit and Blue Springs, but because of the time savings associated with HOA customers, we have decided to shift our focus on future growth to only HOA and municipalities moving forward.

Constable Sanitation transitioned to George Constable Jr. at age 23 in 2008. His father and grandfather operated residential routes previously, giving George Jr. more than 15 years of industry experience. Our management team has 40+ years of combined waste industry experience. With George Jr.'s youthfulness, Raymore now has an opportunity to secure a hauler relationship of 30+ future years.

Being newer to the industry than many competitors, George has a passion for continuous improvement that may not make Constable the cheapest option but provides residents with outstanding service and enhanced consideration for the environment.

ACTION PLAN

The timeline to transition Raymore to a new hauler will be fast-paced, and preparation will be key to success. The following detailed overview examines our schedule and producers to ensure the action plan is properly executed.

CONTRACT NEGOTIATION, PERMITS AND EQUIPMENT PREPARATION

June 25th – July 1st, 2019

- After receiving notice of the award, Constable Sanitation will send the example contract provided in the RFP, along with any additional negotiated details, to our attorney, who will have the contract ready to submit back to the City Attorney by close of business on June 26th, 2019, allowing three additional days for further communication between both sides' attorneys in order to finalize the contract.
- Secure Required Permits - All permits and licenses necessary to fulfill the contract shall be secured and paid for by Constable Sanitation.

BONDS AND INSURANCE

Secured 10 Days from receipt of Award of Contract

- Bonds - Signed, sealed and dated payment and performance bonds delivered to respective appointed City Manager.
- Insurance - General Liability, Excess/Umbrella Liability and Auto Liability to be obtained, with Raymore named as an additional insured under each contract (except for workers compensation) and submitted to the appointed City Manager.

INITIAL OFFICE OPERATIONS

June 25th – August 1st

Communication with the city and its residents is a key factor to successfully implement a new hauler. We will use several different communication outlets to spread awareness about the upcoming hauler transition. Constable Sanitation's office personnel will immediately initiate the following activities:

- Web Page Development – www.constablesanitation.com/raymore - residents will learn their pickup day, view additional information about collection policies, ask questions via email/click to call and check the current holiday schedule. Our website is both mobile and tablet-friendly and can be used on any internet-enabled device. Shannon has setup a sample web page already for the City of Raymore. These pages are not accessible to the public but can be found by typing in the web address listed above in your browser. These pages can be easily adjusted.

- **Social Media Interaction** – To quickly reach many residents, we will utilize several different communication outlets. With the guidance of the city, we will find the appropriate posting boards through Facebook and Twitter to reach the largest audience. All social media posts will be approved by the city.
- **Direct Mailer** – For residents not utilizing social media, we want to make sure there is another way to communicate about the upcoming hauler transition. With the help of our local UPS Store, we have designed and prepared a direct mail piece to be sent to each resident. This cost has already been accounted for in our bid. We will need to obtain a list of mailing addresses from the city. The UPS Store is prepared to print and mail these mailers within a week. A sample mailer including front and back is located at the end of the action plan.
- **Yard Signs** – Constable Sanitation will work with the city of Raymore to determine the best locations to distribute these yard signs. We have budgeted in 10 signs per area. Yard sign example attached at the end of the action plan.
- **Establish Communication Procedures** – The initial Constable contacts for the Raymore contract are George Constable Jr., Owner, and Shannon Edgmon, Account Manager. Both George and Shannon will be active points of contact throughout the entire contract term. Lathan JaDon, route supervisor from our current operations will be moved over to Raymore and be introduced to the appointed city contact. Lathan will be available to the city between 7am and 7pm on operating days. A direct line of contact will also be available to Miss Moore, the office manager. Please see a brief summary of experience for each appointed contact below:

George Constable Jr. – Owner

- 15 years' experience driving roll-off containers
- 10 years of customer service with Lee's Summit residents
- Manages 25 employees
- Certified in composting site management and best practices and Transfer Station Management through The Solid Waste Association of North America
- 15 years' experience in various waste industry fields

Shannon Edgmon – Account Manager

14 years of combined customer service experience

Four years' waste industry experience with these responsibilities:

- Fielding phone calls from customers daily
- Account Manager for more than 4,000 HOA management teams and boards of directors
- Managing four office employees to ensure top customer service is provided to residents
- Handling deposit and payment operations daily

Attended the 2017 and 2018 WasteExpo and National Waste & Recycling Association trade shows, receiving training in:

- Composting – Increasing processing capacity and improving process management
- Safety training for frontline employees
- Limits to Recycling – Educating customers on appropriate recycling methods

Lathan JaDoun – Route Supervisor

- 5 years' experience with Constable Sanitation
- Currently communicates with the field employees, office and George on a daily basis
- Oversees 22 employees daily to ensure route completion and pickup missed pickups
- Has a CDL Class B making him available to fill in for drivers on sick/vacation days

Taylor Moore – Office Manager

- Currently assist daily with phone calls from a customer base of over 10,000
- Handles escalated customer disputes
- Communicates daily with route supervisor
- Inputs all new customers and any missed pickups into our routing software assigning them correctly to each respective driver
- Meets weekly with the owner and route supervisor to discuss any changes that need to be implemented

We started interviewing for driver positions for the City of Raymore last week. We have already selected three highly qualified CDL drivers that are prepared to start mid-July if the contract is awarded to Constable Sanitation. Resumes attached following the Action Plan.

ROUTE AND OFFICE OPERATIONS

Starting July 15th, 2019

Billing and Reporting –Daily reports will be requested to the city manager, once in the morning and once in the afternoon, to receive any complaints that need to be addressed and to inform the city of any delays. We also propose setting up a shared Google Spreadsheet between the city and Constable Sanitation that list each missed pickup and/or complaint includes fields for time call or email was received and when issue was resolved. Volume reports will be completed and delivered to the city manager before the 15th of each month. A complaint report with log of date and time will also be submitted to the city each month and includes, but is not limited to, the following: missed pickups, driver complaints, loose debris, spills or leaks. Taylor Moore will be trained to oversee all office operations and additional office personnel. Before the recycling program begins on August 1st, the additional driver and truck will be utilized to help with the transition period from the current contractor. This will allow our drivers to take their time learning their new routes.

Customer Service Standards – All complaints received by 12 p.m. shall be resolved by 7:00 p.m. the same day. All complaints received after noon will be resolved by noon the following business day. Constable’s Raymore office manager will be available Monday through Friday from 7:30 a.m. to 3:30 p.m. A second office attendant will be available Monday through Friday from 8:00 a.m. to 5:00 p.m. Both of these representatives are responsible solely for the Raymore account and can manage up to 300 phone calls per day. There will also be a third office attendant trained to help in the event of unusually high call volume. Working with a local company like Constable always means being able to get back in touch with the same representative for ongoing customer service. Our phone calls are not transferred to call centers and will always be kept in-house.

SUSTAINABILITY FOR RAYMORE

We enjoy the opportunity to work with Raymore and develop a relationship for years to come. We want to provide our services with minimal environmental impact and we understand it is our responsibility to preserve natural resources for future generations.

- **Brand New Trucks** - These trucks will have the latest emissions technology and use less fuel than older units. We will be using the Show Me Landfill in Warrensburg, MO per the contracted disposal rate that we’ve secured with them. It is important that we have trucks that require little to no maintenance.
- **Certified Clean Idle** - Our trucks will be equipped with Diesel Particulate filter to emit lower levels of noxious emissions while idling, and the engine will automatically shut down after five minutes at idle.
- **Conforms to EPA regulations** - Equipment will also use diesel exhaust fluid to meet the greenhouse gas requirements in all 50 states. Each vehicle will also meet all requirements as listed in Article VII in the sample contract.
- **Dash Camera GPS** - Real time dual facing video GPS tracking that will be utilized to monitor drivers from the front of the truck and inside the cab. This will allow the city access to any footage that can be used to resolve missed pick up disputes as well as any litigation on possible property damage. This technology will also be utilized to create a safe work environment for our employees, residents and the city of Raymore. It continuously monitors drivers to prevent distraction, as well as alerts us regarding unsafe driving practices such as hard turns or running traffic signals. All reports will be reviewed to keep improving our team members and service. Samsara.com
- **Route Warrior Software** – Once a list of addresses is provided from the city, the addresses will be put into our software and will feed to tablets that are mounted inside of each driver’s cab. The software provides real time turn by turn directions. Paper copy routes will be distributed to drivers and utilized during the training process until the software is completely live and functional. The software allows ease of adding new homes to a driver’s current route by notifying the driver daily of any new additions or missed pickups from the previous week.

Five Year Contract Request

Our bid is configured based on a five-year contract request. We understand via the RFP that the city council may grant (2) one-year extensions, however, we are proposing a five-year contract with no extensions requested. It's easier and more cost efficient to secure financing based on a five-year contract. These savings ultimately benefit the City of Raymore. We feel like we can meet the terms for five years due to our recently-secured disposal rate contract, which would price-protect Raymore. If an alternate hauler *without an in-force disposal contract is selected*, suddenly soaring disposal rates could potentially force them out of business. We will meet the performance aspects of the contract to avoid early termination.

Trash Disposal

As part of our bid, we are proposing a 10-bag limit per residence. Residents are not required to fit all 10 bags inside of a 96-gallon Toter, which equals six bags. Residents may place up to four additional bags next to their container. We do not want bags left at the curb for animals to tear through. If a resident has a heavy waste week and sets out more than 10 bags we are going to pick it up. We find that this happens more often around holidays. If a resident is consistently exceeding the 10-bag limit, the office will contact the city representative to arrange an additional charge for that household. There will be a \$2 tip fee per month for additional 96-gallon carts. Residents may also use their own carts - in addition to the city-provided cart - that may hold up to four additional bags without charge. If the resident is using their own 96-gallon cart they will be charged the additional \$2 tip fee per month. Hardship customers will be given a sticker signaling the driver that trash needs to be picked up garage side.

Yard Waste

Our bid includes unlimited, all-year yard waste pickup for residents. Careful consideration has been placed on our routing to account for the neighborhoods that may consistently have heavy amounts of yard waste. The strategic routing also accounts for heavier, peak-season yard waste.

Recycling

We feel that our recycling program best reflects the current market for recycling while protecting residents from price gouges. We set a pre-determined tier of what residents will be charged according to disposal fees at the recycling center for that month. Given the volatility of the recycling market, this provides a transparent price that is fair to both residents and the hauler. Although recycling has positive plans for the future, we feel this is the best approach for the current market.

We offer this service with unlimited weekly recycling collection. There is no tip fee for additional city purchased carts, customer-owned carts or a stack of boxes sitting outside the container. We have reviewed the city's list of acceptable recycling materials and propose that we remove aluminum trays and foil. We'd also like to propose that a sticker be printed and placed on the lids of all recycling containers that details acceptable materials along with a few notes that help to better explain the importance of "clean recycling."

For example, the sticker would highlight "No glass" and explain that glass can be dropped off at the purple Ripple Glass recycling container in the parking lot at Price Chopper. Also, it will explain that all items that have been used for food or beverage must be rinsed thoroughly before they are recycled, otherwise they will be thrown out at the recycling center. Constable Sanitation will gladly pay the sticker cost and labor as part of our budgeted marketing cost. We expect the program to have a 60 percent resident participation rate and we'll be ready to implement the program August 1st. From July 15th

through July 31st the recycling truck will be used to help with trash collection. This will help all crews with on-the-job training and add additional capacity for each route in case waste is not collected during the transition. We currently use WCA recycling center in Harrisonville, MO. Our secondary option that still accepts single-stream recycling is Waste Management in Kansas.

Large Item Pickup

Each resident is allowed to set out one large item on the first pickup day of every month. There is no need to contact the hauler prior to pickup. Large household items include but are not limited to: appliances, furniture and any other items which cannot be safely and conveniently loaded into a solid waste transportation vehicle. This includes white goods. The majority of the large items will be packed in a trash truck. Some items may be loaded onto our company pickup truck and trailer and hauled back to our shop for separate disposal. We understand that this vehicle needs to be clearly marked Constable Sanitation. If a resident has more than one large item out for pickup or sets out an additional item past the first pickup day of the month, our driver will sticker the additional large item notifying the resident to contact Constable Sanitation directly for a separate, special pickup.

Special Pickup

This applies to items that residents would like hauled off any week other than the first pickup of the month. We have set up a form on our website that can be utilized to schedule this pickup, or the resident can simply contact the office. We believe in reasonable pricing. Price list attached at the end of the action plan. A resident must schedule their pickup with at least 48 hours' notice prior to pickup. Resident will pay Constable Sanitation directly prior to pickup.

Friday Pickup and Holiday Schedule

We observe the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas. In order to affect the fewest residents possible, we have set up our routes to service Silver Lake only on Fridays. Our current operations in Lee's Summit service Raintree Lake only on Fridays. They have a phone line set up solely for their use that activates on Friday of each week. The initial recording says if you are calling from Raintree Lake to report a missed pickup, press 1, all other callers press 2. We service almost 1,000 residents in Raintree on Fridays and average about 2-3 misses per week. The phone line is checked at noon on Saturday and our driver picks up the missed items by 4:00 p.m. Our office representative calls the residents back on Monday to confirm their item was picked up on Saturday. On a holiday week, this process will run into Sunday.

The entire Constable Sanitation team appreciates the opportunity to serve the city of Raymore and its residents, beginning this year. Our family-owned business could not have lasted many decades without dedication to residents, and we hope to extend that to the Raymore community.

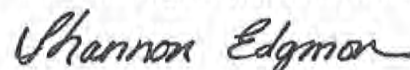
As residents and taxpayers ourselves, we recognize the role of price when seeking essential services, but also hope that elements highly valued by residents, including **service, reliability, training, neighborly courtesy and convenience**, will all figure into the city's decision. We thank you for your consideration, and the opportunity to present Constable Sanitation as an excellent provider ready to meet the city of Raymore's current and long-term trash, yard waste and recycling needs.

Sincerely,

George Constable Jr., Owner



Shannon Edgmon, Account Manager



SAMPLE DIRECT MAILER

Constable Sanitation is a local, family owned company that will begin servicing the City of Raymore July 15th

CS CONSTABLE SANITATION
Proudly Serving Lee's Summit Since 1916

Call Today (816) 555-5555

CS CONSTABLE SANITATION

PSA: Trash service is changing for Raymore residents. Collection days may be different.

Constable Sanitation is a locally owned hauler with over 10 years of experience in the industry. Keeping your streets and neighborhoods clean is a top priority for our business along with providing you with exceptional service. We have setup a web page specially for the City of Raymore. Please visit our web page for additional information about your pickup day, holiday schedule, large item pickup and details about trash, recycling and yard waste service or call us on Raymore's direct phone line at 816-555-5555 (example).

constablesanitation.com/raymore

Constable Sanitation is dedicated to keeping our streets and neighborhoods clean. Customer Service is our number one priority!
From: The four Georges - four generations of Constables have been committed to providing exceptional customer service to all residents since 1916.

SAMPLE YARD SIGN

New Trash Service for Raymore will begin Tuesday July 16th for this service area with Constable Sanitaiton.



(816) 555-5555

For more information visit constablesanitation.com/raymore



IMAGEWORKS MFG. DRAWING

Client: Cascade Eng. City of Janesville	Part Number: 5500-0757	Size: 9.5" x 14.5"	Rev: 2	Date: 06/04/12
Inks: CMYK	Material:	Special Requirements:		

14.5"



MIX ALL RECYCLABLES



Aluminum Cans, Foil and Pie Tins,
 Tin or Steel Cans
*Latas de aluminio, papel de aluminio y
 bandejitas de aluminio
 Latas de estaño o de acero*

This is a sample sticker
 that can be customized
 and used for marketing
 and education for the City
 residents



Plastic Bottles and Containers 1-7,
 Plastic Bags and Block Foam Packaging
*Botellas y contenedores de plástico 1-7
 Bolsas de plástico*



Paper Bags, Cereal Boxes, Paper Towel Rolls and Cardboard,
 Telephone Books, Junk Mail,
 Magazines, Catalogs, Newspaper and Inserts,
 Office Paper and File Folders
*Cajas de cereal, rollos de toalla de papel y cartón
 Directorios telefónicos, propaganda de buzón,
 revistas, catálogos, periódicos y insertos
 Papel de oficina y carpetas de archivos
 Bolsas de papel*

- NO** Food Waste
residuo de alimentos
- NO** Pizza Boxes
cajas de pizza
- NO** Motor Oil Containers
contenedores de aceite de motor
- NO** Ceramics or Dishes
cerámicas o platos
- NO** Light Bulbs, Window Glass or Mirrors
bombillas, vidrio de ventana o espejos
- NO** Packaging Peanuts or Bubble Wrap
cacahuets de embalaje o plástico de burbujas
- NO** Electronics
electrónico
- NO** Yard Waste
residuo de jardinería
- NO** Syringes or Medical Waste
jeringas o desechos médicos

REMINDER:
 All content is customizable

Do not block cart or place
 within 3 feet of any obstruction.

RECORDATORIO: Los carros deben ser colocados
 con las flechas en la tapa a la calle.
 No bloquee el carrito ni lo coloque dentro de
 3 pies de cualquier obstrucción.



CITY OF JANEVILLE

Questions? Call 608-755-3110 or visit www.ci.janesville.wi.us
 Preguntas? Llame a 608-755-3110 o visite a www.ci.janesville.wi.us

Visit the city website for disposal options.

Visite la página Web de la ciudad para las opciones de disposición.

5500-0757

Lot #053412

CUSTOMER ART APPROVAL

Client:	Cascade Eng.
Job #:	5500-0757
Date:	06/04/12

- Approved
- Approved with corrections
- Additional proof required

Customer Signature/Date:



PROPOSAL FORM A
RFP 19-006

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) George Constable having authority to act on behalf of (Company name) Constable Sanitation, Inc. do hereby acknowledge that (Company name) Constable Sanitation, Inc. will be bound by all terms, costs, and conditions of this proposal for a period of 90 days from the date of submission; and commit to sign the Agreements.

FIRM NAME: Constable Sanitation, Inc.

ADDRESS: Billing: PO BOX 2531 Mailing: 2050 SE Hamblen Rd
Street

ADDRESS: Lee's Summit Missouri 64063/64082
City State Zip

PHONE: 816-522-3295

E-MAIL: george@constablesanitation.com

DATE: 06-05-2019 *George Constable* Owner
(Month-Day-Year) Signature of Officer/Title

DATE: 06-05-2019 *Shannon Edgmon* Treasurer
(Month-Day-Year) 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 19-006**

CONTRACTOR DISCLOSURES

The Firm 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 ___ No X

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 ___ No X

**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 the 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 interest 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 19-006

EXPERIENCE / REFERENCES

To be eligible to respond to this RFP, the proposing Firm must be in business 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 of Raymore. *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/Email
- Telephone Number
- Project Name, Amount and Date completed

COMPANY NAME	Raintree Lake Homeowners Association
ADDRESS	825 SW Raintree Dr, Lee's Summit, MO 64082
CONTACT PERSON	Rachelle Vandiver
CONTACT EMAIL	manager@rlpoa.com
TELEPHONE NUMBER	(816) 537-7576
PROJECT, AMOUNT AND DATE COMPLETED	Currently servicing 900 homes weekly on Friday setup as the HOA's preferred hauler with a group rate. Monthly amount billed is \$17,000. Projected is ongoing and growing monthly with the addition of new homeowners

COMPANY NAME	Centennial Management
ADDRESS	PO Box 15142 Shawnee Mission, KS 66285
CONTACT PERSON	Shelley Richards
CONTACT EMAIL	Shelley@cmckc.com
TELEPHONE NUMBER	913-563-4723
PROJECT, AMOUNT AND DATE COMPLETED	Currently servicing over 1000 homes combined with contract periods of 5 years. Completion date of 2023 for the most recent HOA in the group. Combined total billing of \$14,500/month

COMPANY NAME	CAM Management
ADDRESS	5000 West 95th Street, Suite 280 Prairie Village, KS 66207
CONTACT PERSON	Cassie Durham - also manages Shadowood HOA in Raymore
CONTACT EMAIL	cassiedurham@camkc.com
TELEPHONE NUMBER	913-738-9600 x 225
PROJECT, AMOUNT AND DATE COMPLETED	Currently servicing approximately 450 homes combined with contract periods of 5 years. Completion date of 2024 for the most recent HOA in the group. Combined total billing of \$6,500/month. Lakeridge Meadows HOA just signed on for their 3rd, 5 year contract with Constable.

COMPANY NAME	Young Management
ADDRESS	10660 Barkley, Suite 200 Overland Park, KS 66212
CONTACT PERSON	Jacob Underwood - currently manages Eagle Creek HOA in Raymore
CONTACT EMAIL	jacob@ymginc.com
TELEPHONE NUMBER	913-890-2300
PROJECT, AMOUNT AND DATE COMPLETED	Currently servicing approximately 400 homes combined with contract periods of 5 years. Completion date of 2023 for the most recent HOA in the group. Combined total billing of \$5,600/month.

COMPANY NAME	Oak Tree Farms Homeowners Association
ADDRESS	502 NE Noeleen Lane, Lee's Summit 64086
CONTACT PERSON	Lisa Wood
CONTACT EMAIL	lisawood502@gmail.com
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	HOA of 380 moved to one hauler contract January 2019 with current contract expiration of 2023. Prior to one hauler contract we serviced 80 percent of the neighborhood for over 10 years. Currently billing \$5,400/mo

State the number of Years in Business: 11 Years

State the current number of personnel on staff: 27 employees



REFERENCE CHECK QUESTIONNAIRE

RFP NO. 19-006 Residential Trash Services

BIDDER/OFFEROR: Constable Sanitation

COMPANY: Community Association Management

RESPONDENT: Cassie Durham

1. Describe the services performed for your organization, trash, recycling, or yard waste. How many units are serviced? How long?
290 - Lake Ridge - 5+ years
100 - Villas @ MOW - Recently started service
Constable handles trash, recycling and yard waste pickup
2. Are pickups occurring on time? for two communities that I manage.
Yes, during the ice storm this past year service was delayed by a day and that was communicated
3. What would you say is the company's best quality? well in advance
Fast Response and customer service.
4. What problems, if any, were encountered with this company during performance of the contract, and how were they resolved.
I've had homeowners with lost/leaking trash containers. No questions asked they replaced them.
5. How would you rate the company on a scale of 1-10 (10 being the highest)? 10 - very easy to work with.
6. Would you rehire this company if given the chance? Yes
In fact, I would like to transition other communities that I manage to them.
7. How would you describe the qualifications of the company for trash, recycling or yard waste disposal.

- Highly Qualified
- Qualified
- Adequate
- Marginal

DATE: 6-10-19

SIGNATURE: [Signature] as managing agent.



REFERENCE CHECK QUESTIONNAIRE

RFP NO. 19-006 Residential Trash Services

BIDDER/OFFEROR: Constable Sanitation

COMPANY: Raintree Lake Property Owners Assoc.

RESPONDENT: Rachelle Vandiver General Mgr.

1. Describe the services performed for your organization, trash, recycling, or yard waste. How many units are serviced? How long?
Personally we have two buildings serviced for trash pick up, but recommend Constable as our provider for our community of over 2,100 homes.
2. Are pickups occurring on time?
Yes.
3. What would you say is the company's best quality?
Small company with outstanding customer service.
4. What problems, if any, were encountered with this company during performance of the contract, and how were they resolved.
To date no issues, besides a miss pick-up which was immediately resolved next day.
5. How would you rate the company on a scale of 1-10 (10 being the highest)? 9
6. Would you rehire this company if given the chance? YES
7. How would you describe the qualifications of the company for trash, recycling or yard waste disposal.
 Highly Qualified
 Qualified
 Adequate
 Marginal

DATE: 6-10-19

SIGNATURE: Rachelle Vandiver



REFERENCE CHECK QUESTIONNAIRE

RFP NO. 19-006 Residential Trash Services

BIDDER/OFFEROR: Constable Sanitation

COMPANY:

Centennial Management

RESPONDENT:

Shelley Richards

1. Describe the services performed for your organization, trash, recycling, or yard waste. How many units are serviced? How long?
Roughly 680 homes / townhomes serviced. We are in the second year for trash, yard waste & recycling
2. Are pickups occurring on time?
Absolutely!
3. What would you say is the company's best quality?
Their customer service - How fast they respond and how fast they get things done!
4. What problems, if any, were encountered with this company during performance of the contract, and how were they resolved.
None - they have been wonderful!
5. How would you rate the company on a scale of 1-10 (10 being the highest)? 10
6. Would you rehire this company if given the chance? Yes!
7. How would you describe the qualifications of the company for trash, recycling or yard waste disposal.

- Highly Qualified
- Qualified
- Adequate
- Marginal

DATE:

6/12/2019

SIGNATURE:

[Handwritten Signature]



REFERENCE CHECK QUESTIONNAIRE

RFP NO. 19-006 Residential Trash Services

BIDDER/OFFEROR: Constable Sanitation

COMPANY: Young Management Group

RESPONDENT: Jacob Underwood

1. Describe the services performed for your organization, trash, recycling, or yard waste. How many units are serviced? How long?
450+ homes for almost 2 years
2. Are pickups occurring on time?
Weekly pickups occur on time unless weather pending
3. What would you say is the company's best quality?
Communication and Urgency to fix or resolve any issues that may occur
4. What problems, if any, were encountered with this company during performance of the contract, and how were they resolved.
Trash spills, sent clean up crew the following day to power wash & scrub streets.
5. How would you rate the company on a scale of 1-10 (10 being the highest)? 8
6. Would you rehire this company if given the chance? yes
7. How would you describe the qualifications of the company for trash, recycling or yard waste disposal.

- Highly Qualified
- Qualified
- Adequate
- Marginal

DATE: 6/12/2019

SIGNATURE: Jacob Underwood

PROPOSAL FORM D
RFP 19-006

Proposal of Constable Sanitation, Inc., organized and existing
(Company Name)

under the laws of the State of Missouri, doing business

as Constable Sanitation, Inc. (*)
Corporation

To 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. 19-006 – 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, 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 year-round pickup and once per month billing of a single residence as defined under "Residential Dwelling Unit" of the RFP:

The charges listed below assumes mandatory year-round yard waste pickup (whether or not the customer takes advantage of that service, they will be charged):

1. Monthly charge for curbside pickup of solid waste and yard waste:

Monthly Charge: \$12.95 **per Residential Dwelling Unit.**

2. Monthly charge for curbside pickup of single-stream commingled recycling and delivery to a pre-approved recycling center or recycling facility as submitted to the City by Contractor:

Monthly Charge: \$5.20 **per subscriber per Residential Dwelling Unit.**

3. Charge to residential customer for each Special Pick-Up as defined on page (15) of this RFP:

Charge per Special Pick-Up: see attached tier pricing **per Residential Dwelling Unit.**

GPS Monitoring must be included in the monthly pricing.

PICK UP SCHEDULE AND ROUTES

Include a list of what day/days pick up would occur for the City. Routes will be negotiated with the successful bidder.

Include list of holidays and proposed alternative pickup schedule for those holidays.

Include a proposed "ramp-up" schedule for all three services that you anticipate will be required for effective citywide service delivery.

SPECIAL PICKUP PRICING

Twin mattress set	25		Dehumidifier	30	
Twin bed frame	20		20" and smaller TV	30	
Full mattress	30		20" and smaller computer	30	
Full bed frame	25		larger TV	35	and up
Queen mattress set	35		Water softener	30	
Queen bed frame	30		Couch	30	
King mattress set	40		Hide-a-bed	35	
King bed frame	35		Sectional	40	
Office desk	35		Recliner or loveseat	25	
Sliding glass door	35		Dresser/Chest drawers	30	
Screen door	20		Carpet	30-40	per room
Storm door	30		Toilet or shower insert	20	
Interior door	15		Bathtub	25	
Exterior door	30		Filing cabinet	20	
Garage door	60		Dog crate	20-30	
Small grill	30		Window	20-30	
Gas grill	35		Mirror	30	
Washer or Dryer	20		AC window unit	30	
Dishwasher	20		8' boards	12	each
Stove	20		16' boards	15	each
Built in microwave	20		Railroad ties	20	each
Water heater	20		Exercise equipment	30	
Refrigerator	30		Wood pallets	15	

RAYMORE COLLECTION ROUTES

The collection of the waste stream was carefully selected based on several factors for Raymore residents. We divided your growing community into five areas based on current pick-up days, seasonal yard waste, along with our current capacity to assist during times of need from our other operations. Given the timeline to prepare if given the opportunity Raymore is already completely routed with each day's sheets attached. This was done in good faith to show our company's readiness.

Monday Boundaries

North of 58 HWY

East of Kentucky

West of Madison

South of 155th

Map Areas from GIS : #1 Kentucky road-#2 Harold Estates-#3 North Creekmor-#4 South Creekmor-#5 Remington-#6 Madison

Estimated Number of homes: 1472

Explanation: This area is the smallest area to start the contract on July 15th. With the incomplete phases of Creekmor this will also allow us the capacity to easily add new homeowners. This area also is expected to have the largest yard waste volume from bagged grass from April 1st-May 31st. With a lower amount of overall homes on route our yard waste collection can keep up during the most demanding seasonal peaks. This type of yard waste typically contains high levels of nitrogen which causes bags to quickly decompose so Monday collection is the best fit.

Tuesday Boundaries

South of Lucy Webb rd.

East of Dean Ave

West of Madison Ave

North of Sothern Raymore city limits

Explanation: One of the smaller routes by home counts has the capacity to grow since it covers a larger area of land. This also leaves enough capacity for the proposed equipment to operate rural area since it takes longer to collect.

Map Areas from GIS: #9 Meadows-#10 Woodcreek-#11 Stonegate-#12 Cedar Ridge-#13 Brookside-#14 Evan-Brook-#15 Canter-#16 Wintertail Run

Estimated Number of Homes: 1,638

Wednesday Boundaries

South of 58 Hwy

East of Dean Ave

North of Lucy Webb rd.

West of Madison

With Exception of Silver Lake Home Owners Association

Map Areas from GIS: #7 Foxhaven-#8 Eagle Glen-#10 Town Center

Estimated Number of Homes: 1,977

Explanation: This area covers the second largest number of homes on proposed routes. Leaving nearly 2,000 homes on their current pick up day. Silver Lake was removed from these boundaries to allow our yard waste truck the ability to handle the workload.

Thursday Boundaries

East of Madison

South of northern boundaries of city limits

North of Southern boundaries of city limits

West of Eastern Boundaries of city limits

Estimated Number of homes: 2401

Map Area from GIS: #5 Birdland-#6 Moon Valley-#8 Chardon-#4 Shadowood- #2 Crest- #3 Skyvue- #1 Calico- #7 Ward Park/Prairie

Explanation: The largest pick up day allows for the large number of residents to keep their current pick up day of Thursday. It also keeps it simple for 2400 homes to be educated on their pick up day since everything east of Madison in Raymore will fall under Thursday collection. We wanted to keep the biggest route day within close proximity to our other resources located in Lee's Summit, Missouri. This will allow for additional equipment to be available to assist especially in the neighborhoods located off Ward road. Yard waste route will also be able to meet demands since typically rural areas have lower volumes.

Friday Boundaries

South of 58 HWY

North of Lucy Webb rd.

West of Sunset Ln

East of Silvertop Ln

Area of GIS Map: #9 Silver Lake

Estimated Number of Homes: 536

Explanation: We feel that Silver Lake is one of Raymore's premier neighborhoods. Having their own pick up day will provide the highest level of service. They have a reputation of producing large amounts of yard waste for disposal, so they will be able to take advantage of our unlimited yard waste program. Under 600 homes for our yard waste truck to collect will allow our crew the time and capacity to handle a larger workload. The smaller workload placed on the trash and recycling drivers will allow them to finish their route by noon weekly which is beneficial when holiday pick up is performed on Saturday's. Special attention will also be given to marketing efforts by passing out door flyers with a special missed pick up number so any misses can be reported and picked up on Saturdays weekly. Having a dedicated missed pickup message has been very successful in our Raintree Lake community in Lee's Summit.

Pricing List	American Waste	Constable Sanitation	K.C. Disposal	Municipal Waste Services	Republic Services	Waste Management	WCA
Base Bid - Solid Waste/Yard Waste	N/B	\$12.95	\$12.17	N/B	\$17.75	N/B	\$13.35
Premium Charge - Recycling		\$2.76 - \$5.20	\$2.80		\$8.50 adjusted quarterly		\$4.75
Special Pickup Charge		\$15.00-\$40.00	\$15.00		\$30.00		Depends on Material No Schedule Provided
Other Items							
Included GPS in Pricing		Yes	Yes		Yes		Yes but ramped up to it
Yard Waste		Unlimited	20 bags then can purchase tags - cost to be determined		12 bags or bundles per week		10 bags or bundles per week - then can purchase tags
Bulky Item Pickup		1 per month on first pickup of the month - no call in	1 per month per household called in		1 day per week and once per month per household		1 per month to identify pickup day later
Bid Bond		Yes	Yes		Yes		Yes
Form A - Validity and Commitment		Yes	Yes		Yes		Yes
Form B - Disclosures		Yes	Yes		Yes		Yes
Form C - References		Yes	Yes		Yes		Yes
Form D - Acknowledgement		Yes	Yes		Yes		Yes
Form E - Addendum Acknowledgement		Yes	Yes		Yes		Yes
Pickup Days		5	4 - M/TW/Th		5		5
Comments							
Additional Tipping - Solid Waste		Solid Waste up to 4 bags outside of cart - if determine to have a second cart no additional tipping charge	Will tip additional containers but charges \$5.00 per month		Will tip additional containers but charges \$5.00 per month		Will tip additional containers but charges \$5.00 per month
Additional Tipping - Recycling		Unlimited Recycling - must be in cart but no additional tipping charge	Unlimited recycling - must be in a cart but no additional tipping charge		Will tip additional containers but charges \$5.00 per month		Will tip additional containers but charges \$5.00 per month