

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
WARE DISPOSAL, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of August, 2020 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and WARE DISPOSAL, INC., a California corporation ("Contractor").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Contractor as an independent contractor to provide solid waste collection services for City facilities, as more fully described herein; and

B. WHEREAS, Contractor represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Contractor desire to contract for the specific services described in Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONTRACTOR

1.1. Scope of Services. Contractor shall provide the professional services described in the City's Request for Proposals ("RFP"), attached hereto as Exhibit "A," and Contractor's Response to City's RFP ("Contractor's Proposal"), attached hereto as Exhibit "B," both incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Contractor pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional Contractors in similar fields and circumstances in accordance with sound professional practices. Contractor also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Contractor's performance of this Agreement.

1.3. Performance to Satisfaction of City. Contractor agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Contractor to review the quality of the work and resolve the matters of concern;
- (b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Contractor warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Contractor shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other Contractors for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense.

1.8. Confidentiality. Employees of Contractor in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Contractor covenants that all data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Contractor's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit B. Contractor's annual compensation during the initial two-year term of this

Agreement shall not exceed One Hundred Thirty-Three Thousand Three Hundred Eighty Dollars and Forty Cents (\$133,380.40). Contractor agrees not to raise Contractor's prices during the initial term of the Agreement. Thereafter, Contractor may request in writing at least thirty (30) days prior to the expiration of the initial term, or any extension period, a contract extension and price increase based on an increase Consumer Price Index for All Urban Consumers for the Los Angeles–Long Beach–Anaheim area (CPI). The adjustment will be determined using the May index for the current year and the May index for the preceding year. Contractor's written request for a contract extension and price increase shall include reference to the CPI index, the percentage CPI increase, and Contractor's revised prices based on such CPI increase. The price increases shall be effective on the first day of any extension period and shall not be increased during any extension period.

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the scope of services specified in the Contractor's Proposal unless the City Manager or designee, prior to Contractor performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Contractor may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Contractor's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of two (2) years, ending on July 31, 2022, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by three (3)

additional one (1) year periods upon mutual written agreement of both parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Contractor for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Contractor.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Contractor in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Contractor, at no cost to City. Any use of uncompleted documents without specific written authorization from Contractor shall be at City's sole risk and without liability or legal expense to Contractor.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Contractor shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers'

compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Contractor shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor pursuant to its contract with the City; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Contractor's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and

content approved by City, prior to performing any services under this Agreement.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Contractor in the performance of this Agreement.

Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Contractor or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONTRACTOR:

Ware Disposal, Inc.
1035 E. 4th Street
Santa Ana, CA 92701
Tel: (714) 664-0677
Attn: Jay Ware

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5208
Attn: Salem Afeworki

Courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. | Purchasing

6.5. Drug-Free Workplace Policy. Contractor shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "C" and incorporated herein by reference. Contractor's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Contractor agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful

misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Contractor's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of City. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Contractor shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Contractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Contractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to

Contractor. City shall indemnify and hold harmless Contractor from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Contractor. Contractor shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Contractor informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Contractor and its officers, employees, associates and subcontractors shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to City, provide all necessary design drawings, estimates and other Contractor professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Contractor will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as

expressly provided herein.

6.20. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.21. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.22. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.23. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.24. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.25. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.26. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.27. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

6.28. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CONTRACTOR

[Signature]
Signature

Date: 7/27/2020

Jay Ware GM
[Name and Title]

CITY OF COSTA MESA

Lori Ann Farrell Harrison
Lori Ann Farrell Harrison
City Manager

Date: 8/3/20

ATTEST:

Brenda Green 8/4/2020
Brenda Green
City Clerk



APPROVED AS TO FORM:

Kimberly Hall Barlow
Kimberly Hall Barlow
City Attorney

Date: 8/3/20

APPROVED AS TO INSURANCE:


[Signature]
Ruth Wang
Risk Management

Date: 7/29/2020

Benjamin Franklin



APPROVED AS TO CONTENT:



Salem Afeworki
Project Manager

Date: 07/29/2020

DEPARTMENTAL APPROVAL:



Raja Sethuraman
Public Services Director

Date: 7.29.2020

APPROVED AS TO PURCHASING:



Carol Molina
Acting Finance Director

Date: 7/28/20

EXHIBIT A
REQUEST FOR PROPOSALS



CITY OF COSTA MESA
REQUEST FOR PROPOSAL
FOR
SOLID WASTE COLLECTION SERVICE
AT CITY FACILITIES

Released: April 20, 2020
Proposals due: May 8, 2020

CITY OF COSTA MESA
REQUEST FOR PROPOSAL
FOR
SOLID WASTE COLLECTION SERVICES
AT CITY FACILITIES

I. CITY OF COSTA MESA

Costa Mesa encompasses 16 square miles and has a population of about 110,000. Since its incorporation in 1953, Costa Mesa has evolved from a semi-rural farming community of 15,000 to a city with a robust local economy that generates tax revenues of about \$100 million annually. A general law city, Costa Mesa has a council-manager form of government and staff of approximately 450 full-time employees.

Resource efficiency and recovery is one of the fundamental pillars of sustainability at the City of Costa Mesa and as a result, the Department of Public Works has developed and administers a robust waste collection and recycling program. More about the program can be found at: <https://www.costamesaca.gov/services/waste-collection-and-recycling>

The City of Costa Mesa requests proposals from qualified solid waste management companies for twenty (20) City owned facilities that require refuse removal and recycling services.

Proposing Contractors are required to offer a comprehensive integrated waste management system capable of meeting the City of Costa Mesa's objective to comply with the requirements of the Integrated Waste Management Act of 1989 (AB939). The City of Costa Mesa has met and continues to maintain, the 50 percent diversion required as of 2000. In addition to refuse removal, green waste, traditional recycling and organic waste recycling programs consistent with AB 939, AB 341, and AB 1826 is mandatory.

II. REQUEST FOR PROPOSAL

Overview of the Request for Proposal

Through this Request for Proposal (RFP), the City of Costa Mesa (City) declares its intention to solicit competitive proposals from qualified Contractors to provide the following solid waste collection services:

1. Bin service collection at City Hall, two (2) police facilities, six (6) fire stations, two (2) corporate yards, and nine (10) parks and community facilities (listing provided below);
2. Roll-off container service at the City's main corporate yard for general refuse;
3. Bulky item collection (via roll-off at main corporate yard) for furniture, etc.;
4. Recycling collection (via roll-off at main corporate yard) for 'white goods' i.e. appliances;
5. Recycling collection (via roll-off at main corporate yard) for 'green waste';
6. Roll-off container service at the City's main corporate yard for street sweeper debris (low boy container);
7. Organic waste recycling collection via bins and/or carts at City facilities;
8. Recycling collection via bins and/or carts at other City facilities (optional).

Proposals must conform to the guidelines and information outlined in this RFP and must be submitted so that they are received by the City no later than 5.00 p.m. on May 8, 2020.

Scope of Work

The City is soliciting competitive proposals from qualified Contractors to continue all established programs for the collection of solid waste generated at City facilities. In addition, the City is entertaining proposals to take over an existing source separate paper recycling program at City Hall and potentially expand this program to other City facilities.

Service Schedule – Trash, Recycling, and Other Services

The locations, bin size, and removal services required for each site are listed below in Table 1 (bin) and Table 2 (roll-off). Table 3 presents all additional services reasonably required:

Table 1. Recurring Bin Service

Location	Service Type	Bin Size	No. of Bins	Frequency
City Hall	Trash	3cyd Bin	2	3/Week
Police Facility	Trash	3cyd Bin	2	3/Week
Fire Station #1	Trash	3cyd Bin	1	On-Call
Fire Station #2	Trash	3cyd Bin	1	1/Week
Fire Station #3	Trash	3cyd Bin	1	1/Week
Fire Station #4	Trash	3cyd Bin	2	1/Week
Fire Station #5	Trash	3cyd Bin	1	1/Week
Fire Station #6	Trash	3cyd Bin	1	1/Week
Downtown Rec Facility	Trash	3cyd Bin	1	1/Week
Baleric Center	Trash	3cyd Bin	1	1/Week

Fairview Park Train Station	Trash	3cyd Bin	1	1/week
Neighborhood Center/Lions Park	Trash	3cyd Bin	2	1/Week
Old Corp Yard	Trash	3cyd Bin	1	3/Week
Bridge Shelter	Trash	4cyd Bin	2	3/week
Lions Park Library	Trash	3cy Bin	2	2/week
Tewinkle Skate/Complex	Trash	3cyd Bin	1	3/Week
Sports Complex	Trash	3cyd Bin	1	1/Week
Hamilton Community Garden	Trash	3cyd Bin	1	1/Week
Tewinkle Bark Park	Trash	3cyd Bin	1	1/Week
Senior Center	Trash	4cyd Bin	1	5/Week
Westside Substation	Trash	3cyd Bin	1	1/Week
Del Mar Community Gardens	Trash	3cyd Bin	1	1/Week
Extra Pick-up	Trash	3cyd or 4 cyd	1	Per-Occurrence
Extra Pick-up (Saturday)	Trash	3cyd or 4 cyd	1	Per-Occurrence

Table 2. Recurring and/or Semi-Regular Roll-off Service

Location	Container Type	No. of Bins	Bin Size	Frequency
New Corp Yard	Trash	1	40 cyd roll-off	5/Week
New Corp Yard	Furniture	1	40 cyd roll-off	1/Week
Additional	Pick-up/Furniture	Each	40 cyd roll-off	On-Call
New Corp Yard	Green Waste	1	40 cyd roll-off	On-Call
Old Corp Yard	Appliances	1	40 cyd roll-off	On-Call
Additional	Mattress	1	40 cyd roll-off	On-Call
Additional	Dirt/Sod/Sand	1	10 cyd roll-off	On-Call

*"Additional" may require a container left on site, at City discretion. Pricing for 5-day per-week collection of the trash roll-off should be presented as a flat fee. Pricing for the roll-off containers shown above is inclusive of collection, disposal and all other charges.

Table 3. Other Services

Location	Container Type	No. of Bins	Bin Size	Frequency
Various	Organics (Food)	1 standard cart	65 gallon or equivalent offered	1/Week
Events	Temp. Trash	1	3cyd bin	On-Call
Events	Event Boxes	Per-Unit	Standard	On-Call
Various	Deskside Recycling	Per-Unit	Standard	N/A
Various	Construction/Demolition	1	40 cyd roll-off	On-Call – Box & Haul Charge Only

Various	Construction/ Demolition	1	40 cyd roll-off	Per-Ton Disposal Charge
<p>**Shown above are various service requirements that are additional to those presented in tables 1 and 2 above. With regards to organic waste recycling, please provide your various container sizes available and pricing for each. For events, the City will often need boxes to collect refuse and recycling, and a bin for consolidation and pick-up. Lastly, City crews may need a roll-off container for construction/demolition waste. Typically, this is a 40-yard container, though a low-boy may occasionally be requested. Your pricing should segregate per-ton disposal costs.</p>				

Bidders should provide pricing in a format that duplicates the "table" format presented above. Unit costs for additional service levels beyond those stated above should be provided on a per emptying rate.

The City is currently contracting with a private recycler who provides three (3) bins for the collection of mixed paper. The City pays no fee for this service and receives no share of revenues for the materials collected. If the successful bidder provides an improved paper recycling program the City has the option of including this service in the agreement for trash collection services.

Bidders may present additional services and related pricing, if you believe such information would be of benefit to the City.

Term of Agreement

The term of the agreement shall commence on August 1, 2020 through July 31, 2022 for a two (2) year term and at the rates and adjustments proposed. Upon mutual consent this agreement can be continued for five (5) additional one (1) year extensions. Extensions will include rate adjustments utilizing bidder proposed schedules. Please be advised that the City will consider pricing for the potential term of this agreement when making its selection.

The quality of contractor performance and pricing will be the primary factors under consideration by the City in determining extensions.

Service Requirements and Qualifications

Proposing Contractors are expected to have all required licenses and permits for the collection, consolidation, and transportation of solid waste in both the State of California and the County of Orange. Contractors must also be currently permitted to haul in the City of Costa Mesa or agree to obtain a hauling permit. This permit requires a pre-payment of \$10,000 per-year in franchise fees. As a City services contract, this agreement and the services thereto are exempt from franchise fee requirements. However, Contractors must still obtain the required permit to operate and abide by all permit and City non-exclusive franchise requirements. Permit applications and a summary of non-exclusive franchise requirements are available upon request.

Proposing Contractors are expected to provide all vehicles, equipment, staffing and support services required to carry-out waste collection service in the manner and frequency required by the City. Proposing Contractors must be able to clearly demonstrate past performance for similar

municipal, institutional, or commercial clients. At minimum Contractor must provide one municipal or county reference for similar projects within the past five (5) years.

Customer service and communication with City staff are a high priority in the City's selection criteria. Successful proposers will be able to demonstrate adequate staffing in this area, demonstrate focus to environmental sustainability and detail methodologies used to coordinate scheduling and response to City questions and concerns.

Contractors that can provide complete and comprehensive service are preferred. However, the City reserves the right to issue a separate RFP for paper recycling services. The City will not award the waste collection portion of this agreement to one (1) RFP respondent and the paper recycling portion to a separate RFP respondent.

Billing and Reporting

The City is currently invoiced monthly for services provided the preceding month. Please provide a description of your billing procedures along with a sample invoice and any payment terms you require.

In order to avoid unauthorized changes and ensure billing accuracy the City of Costa Mesa requires the following procedures:

1. Contractor must submit written requests to change schedules/service to the City's contract administrator. The City's contract administrator must approve any requests prior to any changes to the schedule and/or service.
2. Contractor must provide the City with a designated contact person for any questions or concerns.
3. Contractor must make all efforts to respond to City staff inquiries in a timely manner.

RFP Schedule

Activity	Date/Time*
Release of RFP	April 20, 2020
Deadline to submit written questions	April 27, 2020
Responses to written questions	Provided via email to all bidders on May 1, 2020
Deadline to submit proposals	May 8, 2020
The City will evaluate proposals and make a determination regarding next steps within ten (10) business days of the deadline to submit proposals.	

* Dates are subject to change at the City's discretion.

Rights of the City

The City's rights include, but are not limited to, the following:

- Issue addenda to the RFP, including extending or otherwise revising the deadline for submittals;
- Request clarifications and/or additional information from any proposer at any point in the procurement process;
- Reject any and all proposals, and accept or reject all or any part of any proposal;
- Discontinue its negotiations after commencing negotiations with a proposer, if progress is unsatisfactory in the judgment of the City, and commence discussions with another qualified proposer; and
- Reissue or modify the RFP.

RFP Inquiries

Questions must be received by the City no later than May 1, 2020.

Questions regarding this RFP will only be accepted via emails and must be addressed as follows:

Addressed to: City of Costa Mesa
Public Services Department
RE: Solid Waste Collection RFP
Attn: Robert Staples, Contract Administrator
Email: ROBERT.STAPLES@costamesaca.gov
Phone: (714) 754-5303

Proposal Submittal

Proposals must be emailed to:

Addressed to: City of Costa Mesa
Public Services Department
Attn: Robert Staples, Contract Administrator
Email: ROBERT.STAPLES@costamesaca.gov

Proposals must be received in the Public Services Department before 5:00 p.m. on the submittal deadline of May 8, 2020, to be considered responsive. No oral, telegraphic, facsimile, or telephonic proposals or modification will be accepted. All responses received after the aforementioned time and date shall not be considered.

Proposal Format

Proposals must conform to the following formatting standards. Failure to conform is grounds for immediate disqualification.

Number of Submittals

1. One (1) electronic copy of the proposal is required (PDF format only).

General Notes

1. Proposal must be straightforward, clear, concise, and provide “layman” explanations of technical terms that are used.
2. A “price sheet” or similar presentation of your proposed charges for service is required. Please include any potential services and charges you feel apply to this scope of services. Contractor will not be allowed to charge any amount or service item that is not contained on your “price sheet” if you are awarded this contract.
3. Annual adjustments to pricing for services must be clearly presented. Since this agreement may include extensions up to an additional six (6) years, the City will assess your pricing proposal over the full term of the agreement, inclusive of your rate increase methodology.
4. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and providing a complete description of the proposed services. Proposals that lack technical competence, appear unrealistic in terms of commitments or offers, or indicate failure to comprehend this RFP will be disqualified.
5. Submission of a proposal constitutes acknowledgment and acceptance of the terms and conditions of this RFP unless exception to particular terms or conditions is expressed, in writing, in the proposal. This RFP is not to be construed as a contract of any kind.

Components

1. Transmittal Letter

The transmittal letter must not exceed three (3) pages and must summarize key elements of the proposal. The letter must be signed by an officer of the responding Contractor who has the authority to bind the Contractor to proposals and execute agreements. The letter must state that the proposal prices will be valid for a period of at least 180 days. Indicate the address and telephone number of the Contractor's office located nearest to Costa Mesa, California and the office from which the services will be managed. Explicitly identify any exception the Contractor has with the Scope of Work, agreement, insurance requirements or other matters. If no exception is claimed, the transmittal letter must include a statement to that effect.

2. Scope of Work Summary Section

The Scope of Work Summary Section must describe the Contractor's understanding of the City's needs, the Scope of Work, and the objectives to be accomplished.

3. Methodology and Quality Control Section

Provide a description of the approach and methodology that would be used to accomplish the Scope of Work. The Methodology and Quality Control Section must include:

1) An implementation plan that describes in detail (i) the methods, including controls, by which your Contractor manages the quality of work of the type sought by this RFP; (ii) the Contractor's safety program; and (iii) other management or implementation strategies or techniques that the Contractor intends to employ in carrying out the Scope of Work to maximize cost effectiveness.

2) An explanation of the efforts that the Contractor would undertake to maintain effective communication with the City.

4. Personnel Section

Provide a list of the individual(s) who would be assigned to oversee each service area and indicate the functions that each would perform. Include a resume for each designated individual. Upon award and during the term of the agreement, if the Contractor wishes to assign different personnel, their names and resumes must be submitted to the City for prior approval. The City will exercise sole discretion in approving or denying such requests.

5. Qualifications Section

Describe the qualifications of the Contractor and key personnel, including related experience within the past five (5) years to demonstrate competence in carrying out the Scope of Work. The Qualifications Section must include:

1) A summary of the Contractor's demonstrated competence, including length of time that the Contractor has provided the services being requested in this RFP.

2) At least one (1) municipal or County reference that receives or received similar services from the Contractor within the past five (5) years. **The City of Costa Mesa reserves the right to contact any of the references provided.** Reference information must include:

- Client name
- Scope of work
- Start and end dates of service
- Client contract manager name, telephone number, and e-mail address

6. Proposer Pricing Form

Please prepare an Appendix B, "Proposer Pricing Form" to detail pricing for each of the required services the City currently receives. For paper recycling please list collection costs (if any) and if your Contractor is offering a percentage of revenue from the sale of this material. If a "revenue share" is offered, please describe how the City's portion will be determined (i.e. a percentage of published market price).

With regards to rate increases, the City requires the successful bidder to freeze proposed rates for the first 2 years of the contract. In years 3, 4, 5 and 6, rate adjustments will be allowed at 100% of the CPI rate adjustment (Los Angeles-Riverside-Orange County, All Urban Consumers) for the immediately preceding 12-month period of April through March. Adjustments would become effective for on July 1st. The contractor must submit a written rate adjustment request by no later than June 1st.

7. Bid Alternates

Please include a brief description of any alternate programs your Contractor recommends, along with pricing, as separate and consecutively numbered bid alternates.

Proposal Evaluation & Selection Criteria

All proposals will be reviewed by City staff. Pricing will be an important criterion; however, the City reserves the right to select a Contractor that presents the best qualifications, but not necessarily at the lowest price. The City also reserves the right to request further information and interview the top-ranked Contractor(s). The City may use some or all of the following criteria in its evaluation and comparison of proposals. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance.

- Pricing
- Methodology and quality control
- Qualifications and focus on environmental sustainability practices
- Ability to provide timely services
- Completeness of the proposal
- References

Standard Terms and Conditions

Cost and Disclosure of Proposals

The cost of proposing on this RFP is the sole responsibility of the Contractor. The City shall incur no cost or liability. Submitted proposals become the property of the City and public records. The City cannot protect proprietary data submitted in proposals.

Contract Negotiations

Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Contractors unless an agreement is reached. If negotiations cannot be concluded successfully within seven (7) business days, the City may negotiate a contract with the next highest ranked Contractor or withdraw the RFP.

Insurance Requirements

The City requires that Contractors have approved Certificates of Insurance on-file with the City when the agreement is executed. Failure to furnish the required certificates within seven (7) business days of notification of award of the agreement will result in disqualification.

Financial Information

The City is concerned with the Contractor's financial capability to perform and, therefore, may require sufficient information to allow for an evaluation of the Contractor's financial capabilities.

Withdrawal of Proposal

Proposals submitted in advance of the deadline may be withdrawn by written request of the Contractor. Withdrawal of a proposal will not prejudice the right of the Contractor to submit a new proposal, provided there is time to do so. Requests must be delivered prior to the deadline to submit proposals:

Mailing Address: City of Costa Mesa
Public Services Department
ROBERT.STAPLES@costamesaca.gov

EXHIBIT B
CONTRACTOR'S PROPOSAL



8 May 2020

City of Costa Mesa / Public Services Department
Robert Staples – Contract Administrator
77 Fair Drive
Costa Mesa California 92626

RE: SECTION 1: Transmittal Letter / City of Costa Mesa RFP Solid Waste Collection Services

Dear Mr. Staples:

Ware Disposal Inc. is a certified woman-owned, family operated, S-Corporation that has provided integrated solid waste management services in and for the City of Costa Mesa for the last fifty (50) years. Furthermore, we have provided exceptional integrated solid waste management services across Southern California since 1968. We remain a Waste Age Top 60 provider for North America.

As part of this response to the RFP from the City of Costa Mesa, Ware Disposal Inc. hereby agrees to provide all the requested and additional services as required by the City of Costa Mesa in a safe and professional manner. Our efforts will focus on: 1) meeting the current collection services, 2) providing any additional services requested, and 3) achieving required post-collection diversion requirements. Additionally, we will also exceed expectations by providing expert outreach and education to all city facilities of the city, along with personal customer service contacts for all requests and billing this will be included into our personnel portion of the proposal.

As will be seen later in the technical proposal, Ware Disposal Inc. has provided integrated solid waste management services to the City of Costa Mesa city facilities for the last decade. We remain most familiar with the field conditions and the number of containers and frequency, as we have worked in concert with the City over the last decade to establish a collection schedule that works in the best interest of the City, as well as to ensure the City retains its compliance with AB 939, AB 341 and AB 1826, the major solid waste legislation that applies to the City.

Ware Disposal Inc. began providing integrated solid waste management services across Southern California since 1968 and became incorporated on 14 June 1982.

The following describe and define Ware Disposal Inc. as a corporate entity:

President and CEO:	Ms Judith Ware
Federal Tax ID Number:	95 374 3725
California ID Number:	1114555
DUNS ID Number:	08 444 9552

Other major corporate officers and staff are the following:

Vice President and Secretary:	Mr Ben Ware
General Manager/COO:	Mr Jay Ware
Chief Financial Officer:	Mr Michael Shaffer



Mr Robert Staples
Transmittal Letter, City of Costa Mesa City Facilities RPF, 8 May 2020, page 2

Local Offices:

Headquarters/Customer Service Center: 1035 East 4th Street, Santa Ana, California 92701 4750
Corporate Yard: 1451 Manhattan Avenue, Fullerton, California 92831 5221
Material Recovery Facility: 1035 East 4th Street, Santa Ana, California 92701 4750

Telephone Number: 714 664 0677
Toll Free Telephone Number: 877 714 9273

Website: www.waredisposal.com

Ms Judith Ware has the authority to bind this proposer to proposals and execute agreements on behalf of Ware Disposal Inc.

Mr Jay Ware will be the designated contact person for the duration of this agreement. His contact information is as follows:

Mr Jay Ware
General Manager
Ware Disposal Inc.
1035 East 4th Street
Santa Ana, California 92701 4750
T 714 664 0677 x105
F 714 664 0696
jay@waredisposal.com

Ware Disposal hereby warrants that the information provided is true and complete as of the date of this proposal submission. Ware Disposal further acknowledges any and all addendum associated with RFP. We also confirm that our proposal is valid for a period of no less than 180 days from this submittal date. Ware Disposal expressly states that should we be awarded RFP, we will enter into a contract under the terms and conditions set forth herein. Ware Disposal expressly states that we take no exceptions to the terms and conditions of RFP, and will comply with all requirements and regulations set forth in the RFP, including insurance and/or other matters.

Sincerely,

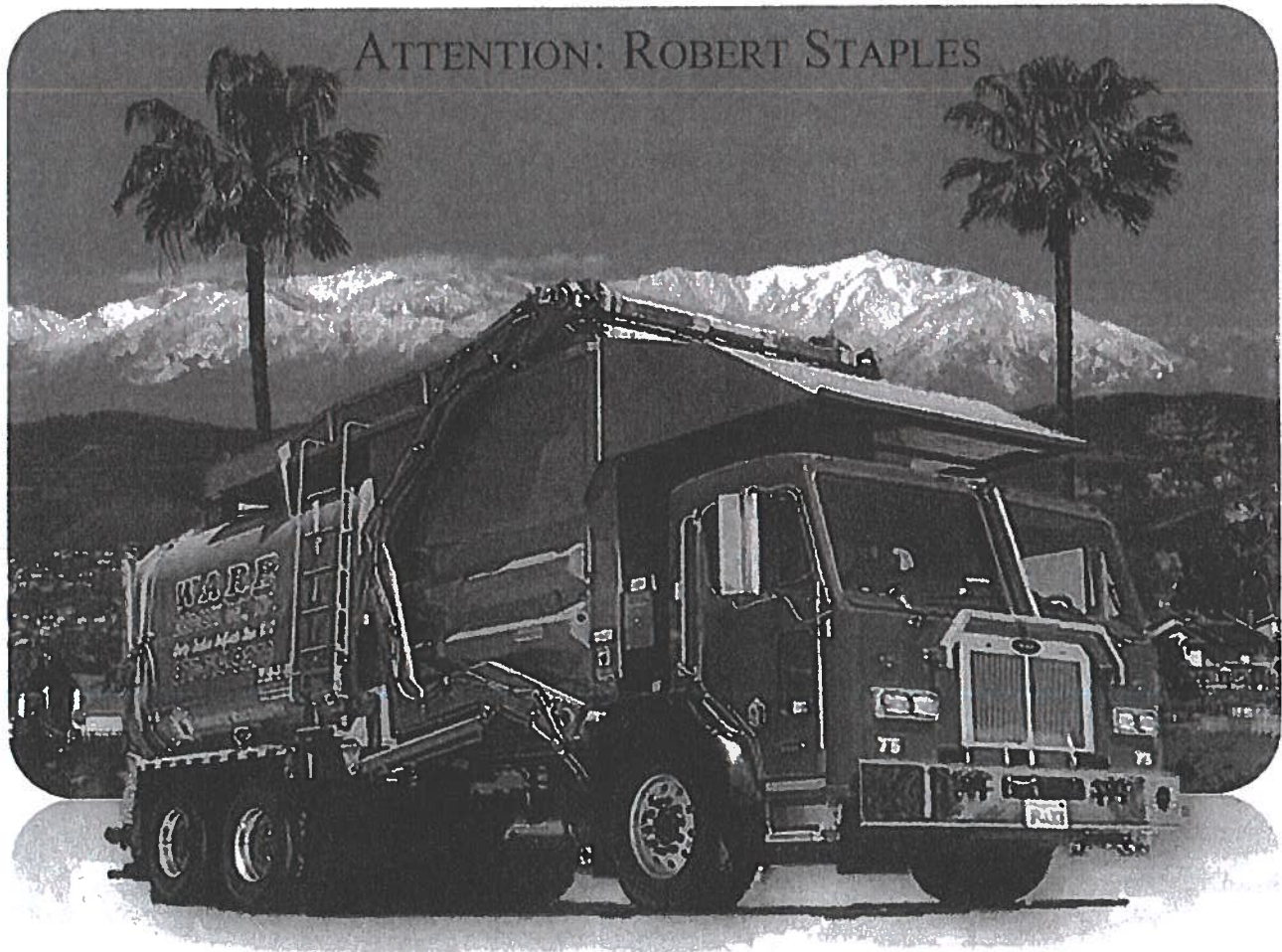
Judith Helaine Ware
President
Ware Disposal Inc

Jay Ware
General Manager
Ware Disposal Inc



CITY OF COSTA MESA
RFP
SOLID WASTE COLLECTION SERVICE

8 May 2020





SECTION 2: SCOPE OF WORK SUMMARY SECTION

As the City of Costa Mesa should already be most familiar, Ware Disposal Inc. has been the City's contractor for solid waste collection service at city facilities for over a decade. We remain quite familiar with what the City of Costa Mesa is (a city of 16 square miles and a population of 110,000 with twenty (20) City owned facilities that require refuse removal and recycling services).

Ware Disposal Inc. have worked diligently and in concert with the City and its consultant, Mr Michael Balliet, over the last decade to establish and provide service to various City facilities as managed and overseen by the Department of Public Works in that time frame.

Ware Disposal Inc. have offered a comprehensive and integrated waste management system capable of meeting the City's objectives to comply with AB 939, AB 341 and AB 1826. As a result of our hard work and dedication over the last decade, the City of Costa Mesa has met, and continues to maintain, compliance with all three (3) major integrated waste management requirements as set forth by Sacramento.

Ware Disposal Inc. has provided a proposal to the City of Costa Mesa to provide for the following:

- a. Bin service at City Hall and other related city facilities;
- b. Roll off service at the City's corporate yard;
- c. Bulky item collection at the City's corporate yard;
- d. Recycling collection for white goods at the City's corporate yard;
- e. Green waste collection service at the City's corporate yard;
- f. Street sweeper debris collection service at the City's corporate yard;
- g. Organics collection service (i.e., food waste) via either carts or bins at various City facilities;
- h. Recycling collection via either carts or bins at various City facilities.

Ware Disposal Inc. also understands the City will entertain proposals to take over an existing source separate paper recycling program at City Hall and potentially expand this program to other facilities.

Ware Disposal Inc. remains quite familiar with the existing collection locations, number of containers and the frequency therein for the twenty (20) City owned facilities that require refuse removal and recycling services. We have had over a decade of experience providing this service to the City of Costa Mesa.

Ware Disposal Inc. understands that the term of the agreement shall be for two (2) years with the potential for an additional five (5) additional one (1) year extensions, whereby extensions will include rate adjustments utilizing bidder proposed schedules.

Ware Disposal Inc. possesses a City of Costa Mesa permit to provide integrated solid waste management services. We understand that services provided herein are exempt from franchise fee requirements. In point of fact, Ware Disposal Inc. has provided service in and for the City of Costa Mesa for nearly fifty (50) years.



Ware Disposal Inc. possesses the necessary equipment, vehicles, staffing and support services to provide the services in the manner and frequency required by the City. As stated earlier, Ware Disposal Inc., in concert with the City, determined the manner and frequency required by the City over the last decade.

The City has already worked with our top line staff (Jay Ware, Brad Timmons, Jason Rush) over the last decade, always having an open line of communication with the City to resolve any and all issues arise from time to time. The City remains in compliance with all major solid waste requirements (AB 939, AB 341 and AB 1826) because of our dedication to our craft and to the City over the last decade.

Ware Disposal Inc. has proposed a complete and comprehensive list of services in response to the RFP as issued on 20 April 2020. We fully understand the City will award the agreement of City facilities and the paper recycling program to one (1) proposer as a result of this process.

Ware Disposal Inc. is already familiar with the billing and reporting requirements as described and defined by the City, meaning the City is invoiced for services provided the preceding month.

Ware Disposal Inc. understands the following procedures to avoid unauthorized charges and ensure billing accuracy:

- a. Contractor must submit written requests to charge schedules/service to the City's contract administrator. The City's contact administrator must approve any requests prior to any changes to the schedule and/or service.
- b. Contractor must provide the City with a designated contact person for any questions and/or concerns. In this case, the designated contact person is as follows:

Jay Ware
General Manager
Ware Disposal Inc.
1035 East 4th Street
Santa Ana, California 92701 4750
T 714 664 0677 x105
F 714 664 0696
jay@waredisposal.com

- c. Contractor must make all efforts to respond to City staff inquiries in a timely manner.



COMPANY HISTORY

Ware Disposal has had the privilege of servicing Southern California communities, businesses and agencies for their solid waste and recycling needs since its inception in 1968, when co-founders Judith & Ben Ware started the company with three (3) service vehicles. Today, Ware Disposal has a fleet of over 125 clean air fueled vehicles (CNG), operating daily and servicing several municipalities, thousands of businesses, and tens of thousands of residents. Our fleet is housed, maintained and fueled at our operations facility (1451 S. Manhattan Ave, Fullerton, CA 92831) while our corporate office and materials recovery facility is located in Santa Ana, CA.



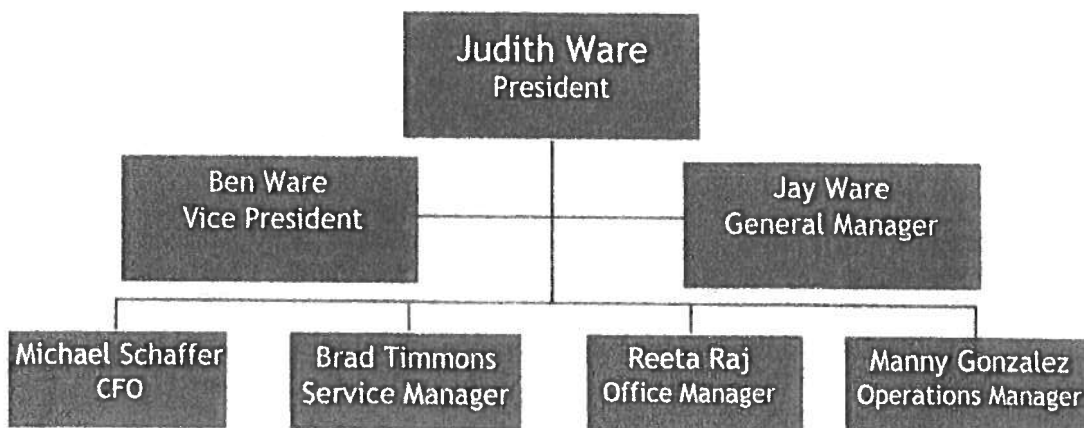
Ware Disposal is a stable and well-established company that currently employs over 175 people. In the past 15 years, our firm has grown to over \$40 million in annual revenues, ranking us in the top 60 in North America in Waste Age, a national industry publication. This growth occurred in large part to being awarded several prestigious franchises, including the southeast section of the City of Los Angeles RECYCLA franchise servicing over 2,500 commercial accounts (we are only one of seven (7) haulers to be awarded a franchise by the City of Los Angeles). We are also franchisees in three (3) different residential communities in the County of Los Angeles (Lennox, Charter Oaks, and South Whittier) and one (1) community in Orange County (El Modena); where altogether we service more than a combined 20,000 single family residential units. We're proud to state that we have a perfect safety record in these communities. Ware Disposal also has non-exclusive franchise agreements with the Cities of Newport Beach, Costa Mesa, Irvine, San Diego, Vernon, Commerce, Glendale, and Pasadena.

established company that currently employs over 175 people. In the past 15 years, our firm has grown to over \$40 million in annual revenues, ranking us in the top 60 in North America in Waste Age, a national industry publication. This growth occurred in large part to being awarded several prestigious franchises, including the southeast section of the City of Los Angeles RECYCLA franchise servicing over 2,500 commercial accounts (we are only one of seven (7) haulers to be awarded a franchise by the City of Los Angeles). We are also franchisees in three (3) different residential communities in the County of Los Angeles (Lennox, Charter Oaks, and South Whittier) and one (1) community in Orange County (El Modena); where altogether we service more than a combined 20,000 single family residential units. We're proud to state that we have a perfect safety record in these communities. Ware Disposal also has non-exclusive franchise agreements with the Cities of Newport Beach, Costa Mesa, Irvine, San Diego, Vernon, Commerce, Glendale, and Pasadena.

Ware Disposal has a very diverse and longstanding relationship with our 175 employees. Our labor force is over 75% minority, and we have a robust hiring policy focusing on equal opportunity, especially in the hiring of formerly incarcerated workers. Our personnel are unionized under the International Brotherhood of Teamsters.

We commission an external CPA firm annually to conduct a thorough financial and internal controls review of our company and associated internally-prepared financial statements. There have been no adverse material findings during any such review over the past five years.

CORPORATE STRUCTURE & BIOS





SECTION 3: METHODOLOGY AND QUALITY CONTROL SECTION

Ware Disposal has provided commercial bin service to customers across Southern California in both exclusive and nonexclusive environments. We fully understand the nature and composition of the commercial waste stream. Ware Disposal has the required expertise to maximize the recoverability of many materials that comprise that waste stream and prevent it from being landfilled. In the table below, we provide a simplified listing of what our accounts do and what Ware Disposal does:

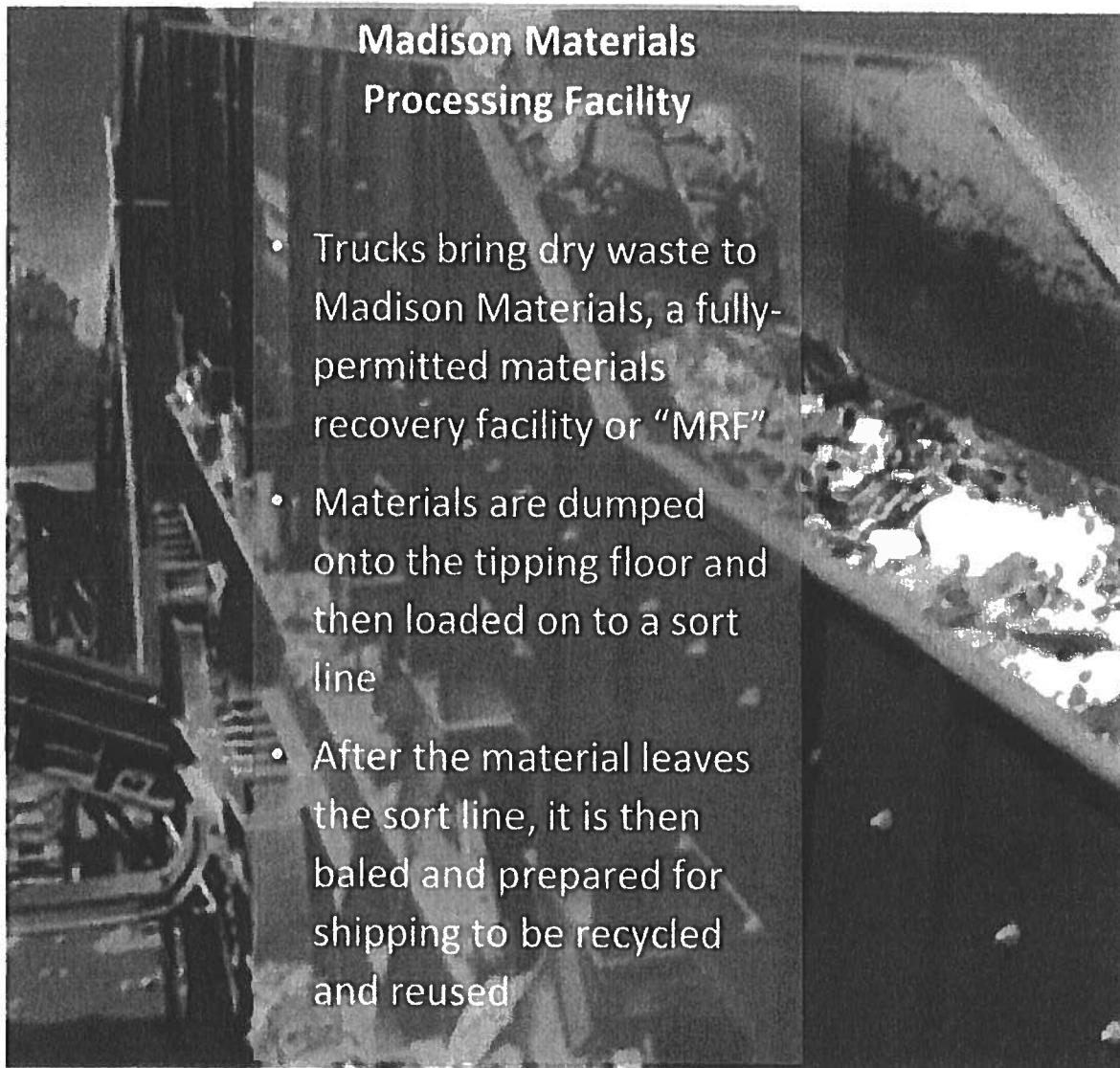
What Accounts Do	What Ware Disposal Does
Separate their discards into 3 single streams	Collects all discards separately
1. Single-stream recyclables – Customers sort fiber, plastics, metals, glass, wood, and more	Collects and processes at Madison Materials for recycling (>90% recovery)
2. Single-stream organics – Customers sort organics	Collects and processes at Madison Materials for recycling into fuel and compost (>90% recovery)
3. Single-stream refuse – Customers do nothing other than place their refuse into the black bin and do not realize any difference in collection or collection cost	Collects refuse in dry and wet routes to enhance post-collection processing at Madison Materials (Up to 45% recovery): 1. <i>Dry, fiber-rich accounts</i> : all sources related to offices, retailers, services and industries, C&D debris sites, & distribution centers 2. <i>Wet, organic-rich accounts</i> : all sources that generate organics such as food-related businesses, grounds-related sources, & hospitality
4. Roll off boxes – Customers place refuse/ recyclables into appropriate containers	Collects and processes all materials at Madison Materials for optimal recovery (ranging from 40% to 100% recovery depending upon material)

Ware Disposal will provide all containers as requested in the RFP and will maintain the service schedule as requested unless modified by the contract liaison, we will also maintain services for specific debris as stipulated in the RFP.

1. Complete processing of all debris to maximize the City’s diversion rate
2. Provide simple & easy separation program for mixed recyclables w/ dedicated recycle carts & bins
3. Offer simple & easy separation program for food wastes & organics w/dedicated carts
4. Back-end mixed waste processing to optimize recovery of recyclables from residuals
5. Safe & reliable collection & disposal of residuals
6. Engage employees and tenants with continuous training, instructions, signage & labeling
7. Provide incentives
8. Perform Zero Waste assessments
 - Ware Disposal will audit all locations
 - Qualified & experienced Zero Waste technicians
 - Annual right-sizing initiative performed every November
10. Guaranteed compliance with AB341, AB 1826 & SB 1383

11. Special services on demand

12. Ware Disposal is able to provide all service components described within this Request for Proposals



In concert with a \$2 million upgrade of Madison Materials Resource Recovery Facility in 2015-16, Ware Disposal routinely employs a wet/dry routing scheme (e.g., A/B routing) in all of our commercial franchises to provide de facto at-source “separation” of wet organic matter from most dry trash, yielding a more recoverable stream of materials. This improves our diversion efficiency as we can capture more recoverable materials that escape our “blue & green bin” source separation recovery system. At the Cityes, most offices of faculty and administrative personnel produce dry waste which is essentially wastepaper. Sources that feature food services and grounds produce mostly wet organic waste.



If appropriate and warranted, Ware Disposal will utilize this approach to optimize recovery (i.e., support source separation programs) we have provided a list of materials expected to be recovered in the table on the following page.



LIST OF MATERIALS

MATERIAL DESIGNATION	MATERIALS	EXAMPLE PRODUCTS
Municipal Solid Waste (A Route)	Dry Materials	Post collection processing Fiber, glass, plastics
Recycling	Recyclable Materials	Plastics 1-7, white paper, metals, containers, glass, jars, newspaper, mixed paper, magazines, boxes, telephone books, etc.
Cardboard	Cardboard Boxes	Corrugated cartons
Green Materials	Yard Debris	Lawn clippings, branches, leaves, brush, sawdust, trimmings
Organics/Food Waste	Organic Waste	Compostable food, donated food, rescued meals
Construction and Demolition	Construction and Demolition Materials	Concrete, brick, wood, steel, other assorted metals, mixed plastics, agricultural compost

EDUCATION AND OUTREACH

Ware Disposal plans to provide an exemplary education and outreach campaign that will resonate with students and millennials, and inspire and inform faculty and staff. Key elements of the campaign include the following:

1. Welcome packet for facility personnel in the form of both physical and digital media. Our packet can be distributed to all City personnel via their email, and contain all the information that need to understand the City recycling program and fully participate. We can also print a select number of packets for distribution to departments.
2. We will also prepare complimentary multimedia education & training materials for faculty, staff and students. Among the items that can be easily distributed to first year students will be a how-to rack card that will be composed of compostable paper or seeded for immediate planting. We also will have short informative videos about a variety of topics including recycling, source reduction, composting, e-waste, anti-toxicity, and smart purchasing that anyone can view online on their Internet-connected smart



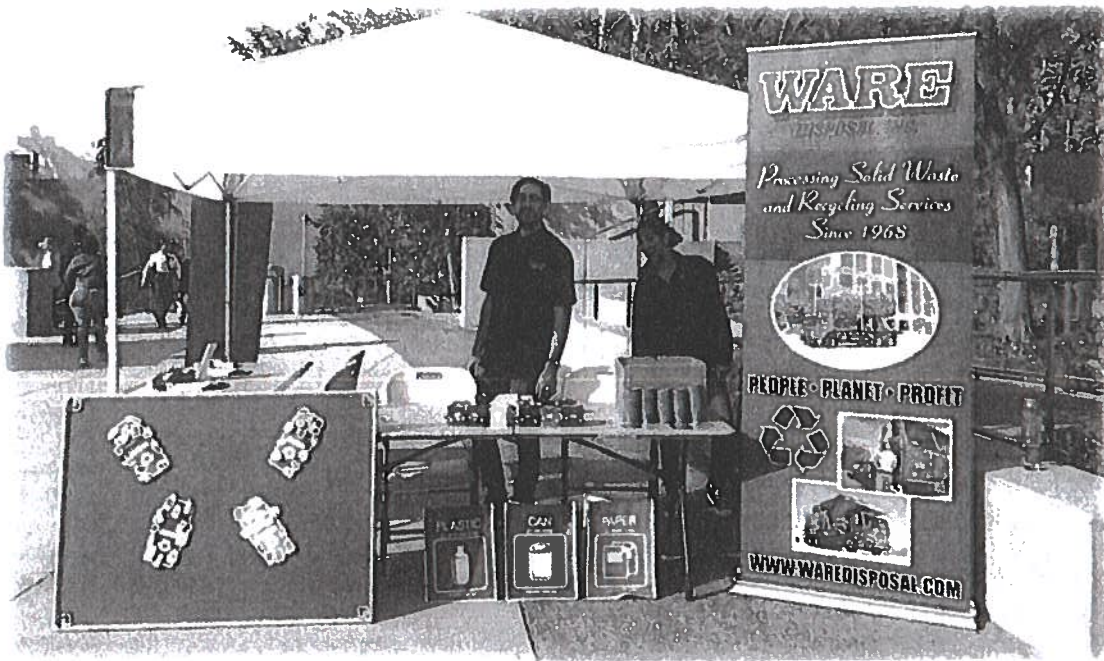
phones, tablets and iPads and laptop computers. Importantly, these specific training materials will be prepared by our exclusive educational consultant, Professor Jon Michael Huls, who teaches Zero Waste and Sustainability at Santa Monica College and College of the Siskiyous, and is affiliated with GreenEducation.US.

3. Ware Disposal maintains a state-of-the-art website that is educational and uses responsive design to make it easily accessible by faculty, staff and students on any smart, Internet connected device and platform. We intend to establish a webpage for the NOCCCD with specific information that each of the three Cities will find engaging and important. Our informative videos and downloads will empower everyone at the Cities to take charge of their own environments to counteract climate change now!
4. We intend to provide regular metrics reports to keep the facility manager informed of any onsite situation, diversion issues and opportunities, and observed wastefulness.
5. We are particularly proud of our state-of-the-art onboard technologies for collection vehicles allowing for immediate pictures of onsite situations for better management and communication. These systems can document the incidents of wastefulness, contamination of recycling containers, safety issues, presence of toxic materials, overfilled bins, and much more.
6. Our education and outreach campaign will include Zero Waste assessments for all facilities. We will supply our results to the facility manager as warranted.
7. As shown in the picture to the right, our website features "click to call" so that any issue or incident can be immediately reported. Our website is also accessible for those in need.



WARE

DISPOSAL, INC.



Ware Disposal is focused on Zero Waste. That means that it conducts business in a way that eliminates or avoids the generation of waste, incorporates the 3Rs (reduce, reuse and recycle), promotes triple bottom line economics for its customers, and educates its customer base on life and workstyles that promote Zero Waste. This begins with our own facilities where we practice Zero Waste daily!



SUSTAINABILITY

Comprehensive Program for Sustainability and Diversion: A Proven Partnership Ware Disposal plans to work diligently to assist the District with its waste management and recycling programs, and in achieving its established goals, initiatives and objectives of enhancing the sustainability of the District. Our operational program and education and outreach campaign will enhance the District's sustainability goals and objectives.



We know with our years of experience that the creation and nurturing of a City culture of sustainability is essential for any sustainability initiative to be effective. This culture will be represented at all three (3) Cities as principles of sustainability become incorporated into fundamental decisions and actions made by the District. A City culture of sustainability is a partnership among students, faculty staff and Ware Disposal to implement sustainable programs on the City and in the surrounding community. Through development and growth of this culture, the knowledge, values and techniques of sustainability will be shared and spread. If successful, the culture will not only influence decisions made by the College, but also those of students, faculty and staff in their lifestyle choices, consumption decisions, and their commitment to the improvement of their communities.

Once created, a City-wide culture of sustainability will serve as a self-renewing and ever-growing resource. The City culture of sustainability will be developed recognizing that there is a connection between the college community and local and global environmental health. Through the development of this culture, an expectation will be created that environmental issues are being considered in all parts of the districts functioning. Hopefully in the 2020-22 academic years, the District will choose to develop a theme of Sustainable Living, and Ware Disposal promises to be a valued partner in helping to bring about events, speakers and other activities related to this theme.

Ware Disposal has been involved in environmental sustainability for the better part of twenty years, by making sure we are maximizing the diversion of materials away from our landfills. By making sure our fleet is clean air fueled with compressed natural gas (CNG) to lessen our carbon foot print. Ware Disposal is the only solid waste hauler in Southern California to ever be awarded with the WRAP award, which was only given to 280 businesses' statewide in its short but profound history of awarding.

<http://www.calrecycle.ca.gov/NewsRoom/2011/12Dec/22.htm>

In short, Ware Disposal Inc. will, at a minimum, maintain the City facility diversion rate of 52% as reported to the City on a quarterly basis. Please keep in mind we achieve this diversion rate each and every quarter as part of our commercial franchise with the City.

EXCEPTIONS TO SCOPE OF WORK

Ware Disposal does not take any exceptions to the Scope of Work. We, in fact, welcome the challenge of maintaining the continued compliance with AB 939, AB 341 and AB 1826 at various City facilities as defined under this RFP issued 20 April 2020.



SERVICE VEHICLES

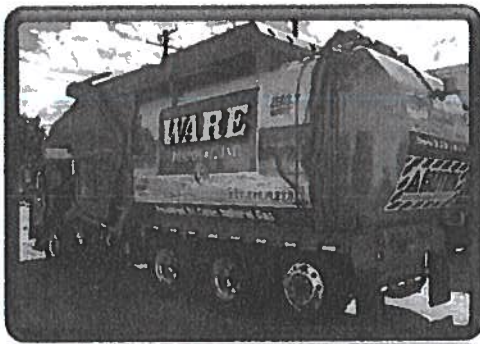
Ware Disposal Inc will be servicing the City of Costa Mesa with Frontload, Roll Off, Stake-Bed, Box Trucks and Bin Assist Truck all of which are Compressed Natural Gas (CNG) service vehicles that are 2-4 years old, we will not have to purchase vehicles for the services requested. These service vehicles go through a vehicle maintenance check list on a daily basis and bi-monthly inspection including through cleaning inside the packer as well as the outside body. The frontload vehicles are explained below, as is the Roll Off and other vehicles

GPS tracking, waste auditing, live dash cameras, safety cameras covering the front, rear & both sides of the vehicle, back up warning beepers sensors as well as a flashing lights for hearing impaired, and our drivers that will be servicing the City have been with our company more than 12 years and are senior members and union teamsters.

There are different services that are being requested by the CPP meaning that there will be several different vehicles to accommodate those services, below I have itemized the service vehicles we in vision using throughout the contract as well as pictures to help identify our vehicles.

FRONTLOAD SERVICE VEHICLES

- 2018-CNG-4x4-Peterbilt Front Bin Loader
- 2017-CNG-4x4-Peterbilt Front Bin Loader
- 2017-CNG-4x4 Peterbilt Front Bin Loader



ROLL-OFF SERVICE VEHICLES

- 2018-CNG-Peterbilt Roll Off
- 2017-CNG-Peterbilt Roll Off



SAFETY

All drivers that service front load bins and roll off boxes will have a predetermined route on their tablet giving them the locations and type of bins to be serviced as requested, they will show up to service the City with an empty truck to limit the weight factor to any of the Cityes road ways. This will also allow my drivers to service all the frontload containers (20-25 per hour) without leaving the City and being in the City less is a benefit to all. For the most part there will be a single driver per truck. My operations can communicate will the drivers and vice versa with the inboard tablet and computer to advise of any situation that may arise, and the tablet can photos of



any contaminated bin or overflowing issues a location may have so we can adjust services as we have done in the past.

Safety is our number one goal, we are proud to say we have had a perfect record when safety is involved, that is due to our safety program which includes random drug and alcohol screening as well as making sure our drivers are physically fit to perform their duties. Ware Disposal has an outstanding safety record and has passed five consecutive California Highway Patrol BIT tests.

To achieve this standard, twice per year, we require safety training of all drivers and mechanics through many different Highway Patrol Programs and private courses. These programs usually last four (4) to six (6) hours per seminar and are mandatory for all drivers and mechanics.



INVOICE EXAMPLE

Please be advised this invoice example, as requested in the RFP document, represents the April 2020 invoice as submitted to the City of Costa Mesa for current city facilities collection. Invoices shall be payable at Net 30.



PO BOX 1318
SANTA ANA, CA 92702
714-664-0677

Invoice

Date	Invoice #
04/01/2020	513267

Bill To:
CITY OF COSTA MESA ACCOUNTS PAYABLE P O BOX 1200 COSTA MESA CA 92628

Location:
CITY OF COSTA MESA BILLING P O 0000013049 77 FAIR DR COSTA MESA CA 92628

DATE PAID _____ CHECK NO _____ AMOUNT _____

Service Dates APRIL 2020
Account # 01-148857 0
Due Date 04/10/2020

* proper credit please return top portion

DATE	DESCRIPTION	QTY	TOTAL
04/01/20	PO# PURCHASE ORDER #13049 ** SUB ACCT 01- 1219 OLD CORPORATION YARD 2300 PLACENTIA 3YD TRASH SERVICE # P/U 3 Sub-Account: Total 128 88	1 00	128 88
04/01/20	** SUB ACCT 01- 1220 TEWINKEL PARK/BARK PARK 890 ARLINGTON 3YD TRASH SERVICE # P/U 3 Sub Account: Total 128 88	1 00	128 88
04/01/20	** SUB ACCT 01- 1221 JACK HAMMET SPORTS COMPLEX 2750 FAIRVIEW 3YD TRASH SERVICE # P/U 1 Sub Account: Total 50 44	1 00	50 44
04/01/20	** SUB ACCT 01- 1222 NEW CORPORATION YARD 2310 PLACENTIA HIGHSIDE ROLL OFF BOX # P/U 5	1 00	6561 02
04/01/20	HIGHSIDE ROLL OFF BOX # P/U 1 WORK ORDER# 501688	1 00	168 11
03/13/20	HIGHSIDE GREEN WASTE HAUL Sub Account: Total 7,243 55	1 00	514 42
04/01/20	** SUB ACCT 01- 9332 CITY OF COSTA MESA 3175 AIRWAY 3YD TRASH SERVICE # P/U 1 Sub-Account: Total 94 50	1 00	94 50

AGE CURRENT 31-60 DAYS 61-90 DAYS 91+ DAYS **Please Pay**

AMOUNT



PO BOX 1318
SANTA ANA, CA 92702
714-664-0677
info@wardisposal.com

Billing Name: CITY OF COSTA MESA
Service Dates: APRIL 2020
Account #: 01-148857 0
Due Date: 04/10/2020

Please pay from this invoice.
This includes your remittance portion.
Invoice #: 513267



PO BOX 1318
SANTA ANA, CA 92702
714-664-0677

Invoice

Date	Invoice #
04/01/2020	513267

Bill To:
CITY OF COSTA MESA *ACCOUNTS PAYABLE P O BOX 1200 COSTA MESA CA 92628

Location:
CITY OF COSTA MESA BILLING P O 0000013049 77 FAIR DR COSTA MESA CA 92626

DATE PAID _____ CHECK NO _____ AMOUNT _____

Service Dates: APRIL 2020
Account #: 01-148857 0
Due Date: 04/10/2020

For proper credit please return top portion

DATE	DESCRIPTION	QTY	TOTAL
04/01/20	** SUB ACCT: 01- 10249 NEIGHBORHOOD CENTER 1845 PARK AVE MONTHLY SVC CHG Sub-Account: Total 115 50	2 00	115 50
04/01/20	** SUB ACCT: 01- 10250 POLICE FACILITY 567 W 18TH ST 3YD TRASH SERVICE # P/U: 1 Sub-Account: Total 50 44	1 00	50 44
04/01/20	** SUB ACCT: 01- 10281 FIRE STATION #1 1570 ADAMS 3YD TRASH SERVICE # P/U: 1 Sub-Account: Total 51 25	1 00	51 25
03/02/20	** SUB ACCT: 01- 12190 OC MODEL ENGINEER 2500 PLACENTIA CHARGE PRORATION 03/01-04/01		
03/02/20	3YD TRASH SERVICE W/LOC # P/U: 1	1 00	102 98
04/01/20	3YD TRASH SERVICE W/LOC # P/U: 1 Sub-Account: Total 205 96	1 00	102 98
04/01/20	** SUB ACCT: 01- 142934 CITY HALL 77 FAIR DR 3YD TRASH SERVICE # P/U: 3	2 00	257 77
04/01/20	65G ORGANICS SERVICE # P/U: 1 Sub-Account: Total 354 77	1 00	97 00
	** SUB ACCT: 01- 142945 POLICE FACILITY		

AGE	CURRENT	31-60 DAYS	61-90 DAYS	91+ DAYS	Please Pay
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	PO BOX 1318 SANTA ANA, CA 92702 714-664-0677 info@wardisposal.com	Billing Name: CITY OF COSTA MESA Service Dates: APRIL 2020 Account #: 01-148857 0 Due Date: 04/10/2020	Please pay from this invoice. This includes your remittance portion. Invoice #: 513267
	AMOUNT		



PO BOX 1318
SANTA ANA, CA 92702
714-664-0677

Invoice

Date	Invoice #
04/01/2020	513267

Bill To
CITY OF COSTA MESA *ACCOUNTS PAYABLE P O BOX 1200 COSTA MESA CA 92628

Location
CITY OF COSTA MESA BILLING P.O 0000013049 77 FAIR DR COSTA MESA CA 92626

DATE PAID _____ CHECK NO. _____ AMOUNT _____

Service Dates APRIL 2020
Account # 01-148857 0
Due Date 04/10/2020

For proper credit please return top portion

DATE	DESCRIPTION	QTY	TOTAL
04/01/20	99 FAIR DR 3YD TRASH SERVICE # P/U 3 WORK ORDER# 504835	2 00	257 77
03/18/20	OVERFILLED CONTAINER WORK ORDER# 506497	3 00	137 37
03/23/20	OVERFILLED CONTAINER Sub-Account Total 440 93	1 00	45 79
	** SUB ACCT. 01- 142967 FIRE STATION #2 880 BAKER ST		
04/01/20	3YD TRASH SERVICE # P/U 1 Sub-Account Total 50 44	1 00	50 44
	** SUB ACCT. 01- 142970 FIRE STATION #3 1865 PARK AVE		
04/01/20	3YD TRASH SERVICE # P/U 1 Sub-Account Total 50 44	1 00	50 44
	** SUB ACCT. 01- 142981 FIRE STATION #4/CORP YARD 2300 PLACENTIA AVE		
04/01/20	3YD TRASH SERVICE # P/U 1 Sub-Account Total 100 87	2 00	100 87
	** SUB ACCT. 01- 142992 FIRE STATION #5 2450 VANGUARD		
04/01/20	3YD TRASH SERVICE # P/U 1 Sub-Account Total 50 44	1 00	50 44
	** SUB ACCT. 01- 143014 FIRE STATION #6		

AGE	CURRENT	31-60 DAYS	61-90 DAYS	91+ DAYS	Please Pay
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WARE DISPOSAL	PO BOX 1318 SANTA ANA, CA 92702 714-664-0677 info@wardisposal.com	Billing Name: CITY OF COSTA MESA Service Dates: APRIL 2020 Account #: 01-148857 0 Due Date: 04/10/2020	Please pay from this invoice. This includes your remittance portion Invoice #: 513267
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PO BOX 1318
SANTA ANA, CA 92702
714-664-0677

Invoice

Date	Invoice #
04/01/2020	513267

Bill To:
CITY OF COSTA MESA *ACCOUNTS PAYABLE P O BOX 1200 COSTA MESA CA 92628

Location:
CITY OF COSTA MESA BILLING P.O 0000013049 77 FAIR DR COSTA MESA CA 92626

DATE PAID _____ CHECK NO _____ AMOUNT _____

Service Dates APRIL 2020
Account # 01-148857 0
Due Date 04/10/2020

For proper credit please return top portion

DATE	DESCRIPTION	QTY	TOTAL
04/01/20	2350 SAKIOKA DR 3YD TRASH SERVICE # P/U: 1 Sub-Account: Total 50.44 ** SUB ACCT: 01- 143036 DOWNTOWN REC FAC	1.00	50.44
04/01/20	1860 ANAHEIM AVE 3YD TRASH SERVICE W/LOC # P/U: 1 Sub-Account: Total 50.44 ** SUB ACCT: 01- 143047 BALERIC CENTER	1.00	50.44
04/01/20	1975 BALEARIC DR 3YD TRASH SERVICE # P/U: 2 Sub-Account: Total 100.88 ** SUB ACCT: 01- 143050 NEIGHBORHOOD CENTER	1.00	100.88
04/01/20	1845 PARK AVE 3YD TRASH SERVICE # P/U: 1 Sub-Account: Total 100.87 ** SUB ACCT: 01- 161312 HAMILTON COMMUNITY GARDEN	2.00	100.87
04/01/20	523 HAMILTON 3YD TRASH SERVICE # P/U: 1 Sub-Account: Total 50.44 ** SUB ACCT: 01- 175844 SENIOR CITIZEN CENTER	1.00	50.44
04/01/20	695 W 19TH ST 4YD TRASH SERVICE # P/U: 5	1.00	278.54
04/01/20	65G ORGANICS SERVICE # P/U: 1 WORK ORDER#: 498366	1.00	97.00

AGE	CURRENT	31-60 DAYS	61-90 DAYS	91+ DAYS	Please Pay
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AMOUNT



PO BOX 1318
SANTA ANA, CA 92702
714-664-0677
info@waredisposal.com

Billing Name: CITY OF COSTA MESA
Service Dates: APRIL 2020
Account #: 01-148857 0
Due Date: 04/10/2020

Please pay from this invoice.
This includes your remittance portion
Invoice #: 513267



PO BOX 1318
SANTA ANA, CA 92702
714-664-0677

Invoice

Date	Invoice #
04/01/2020	513267

Bill To
CITY OF COSTA MESA *ACCOUNTS PAYABLE P O BOX 1200 COSTA MESA CA 92628

Location
CITY OF COSTA MESA BILLING P O 0000013049 77 FAIR DR COSTA MESA CA 92626

DATE PAID _____ CHECK NO. _____ AMOUNT _____

Service Dates APRIL 2020
Account # 01-148857 0
Due Date 04/10/2020

For proper credit please return top portion

DATE	DESCRIPTION	QTY	TOTAL
02/28/20	OVERFILLED CONTAINER Sub-Account: Total 421.33 ** SUB ACCT: 01- 181071 TEWINKLE PARK ATHLETIC COMPL 980 ARLINGTON DR	1.00	45.79
04/01/20	3YD TRASH SERVICE # PAU 1 Sub-Account: Total 50.44 ** SUB ACCT: 01- 277284 DEL MAR COMMUNITY GARDEN 170 DEL MAR AVE	1.00	50.44
04/01/20	3YD TRASH SERVICE # PAU 1 Sub-Account: Total 50.44	1.00	50.44
<p>To our valued customer Please double bag all waste & recycling Please wash hands often! Please sanitize your carts and bins as often as possible! Thank you!</p> <p>Pay your bill online at WWW.WAREDISPOSAL.COM Your ACCESS code is 0011246</p>		Total Invoice	9992.57

AGE	CURRENT	31-60 DAYS	61-90 DAYS	91+ DAYS	Please Pay
AMOUNT	9591.19	0.00	0.00	0.00	9591.19



PO BOX 1318
SANTA ANA, CA 92702
714-664-0677
info@waredisposal.com

Billing Name: CITY OF COSTA MESA
Service Dates: APRIL 2020
Account #: 01-148857 0
Due Date: 04/10/2020

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Invoice #: 513267



SECTION 4: KEY PERSONNEL

JUDITH HELAINE WARE / PRESIDENT & CEO

Judith has been the President and CEO of Ware Disposal since its inception in 1968. She understands accounting principles utilized by large-scale CPA firms to produce the Company's financials and to adhere to generally accepted accounting principles. She develops the Company's overall corporate strategy (through the Company's annual corporate plan) and deals with financing/leasing companies in securing the requisite financing of capital equipment. She has participated in many workshops, seminars and conferences at the local and state level, and has helped local government develop permanent solutions to meeting their diversion requirements under AB 939, as well as more recent legislative mandates. Her participation at the local and state level has directly led a number of municipalities to implement construction and demolition debris recycling, and green waste recovery programs to capture high levels of diversion. Her knowledge of the solid waste and recycling industry is based on her 52 years of experience in the industry, and is beyond reproach. She has overseen the growth of Ware Disposal from three (3) trucks in 1968 to a fleet of 125 today. While managing the Company, she is also highly active in civic affairs and sits on a number of corporate/non-profit boards, including the California Women's Leadership Association, The Boys and Girls Club of Santa Ana, The Raise Foundation, and the Orange County Taxpayer's Association. She is a community partner, like the rest of the Company, and has been happily married since 1966. She has one son (Jay Ware, the Company's General Manager) and a daughter.



BEN MARLON WARE / VICE PRESIDENT-SECRETARY

Ben Ware is an original co-founder and a minority owner of Ware Disposal. He possesses nearly 53 years of experience in the solid waste and recycling industry. He has a full understanding of managing the daily operations of a large-scale truck fleet and what makes our operations for the company run smoothly. When he established the Company in 1968, he was a pioneer in collecting and recycling waste materials, well before AB 939 and even before the original Earth Day 1970. Ben has stayed involved with the day to day operations of Ware Disposal and his opinions and expertise is heard daily.

JAY WARE / GENERAL MANAGER

Jay Ware possesses 32+ years of experience in the solid waste and recycling industry. He began his career in the industry at Ware Disposal by driving routes, setting up service for customers, and assisting customer needs. He possesses a like amount of experience in upper management as Ware Disposal's General Manager; a position he has held now for several years. He has a full understanding of managing the daily operations of our fleet, while maintaining an open-door policy for all of his employees; helping staff when needed and making sure tasks are completed in a timely manner.

Jay was a driving force behind opening Ware Disposal's resource recycling facility (Madison Materials), and it was his forward thinking that has given us a facility that can process multiple different types of debris. He believed that mixed commercial debris along with construction and demolition materials could best be handled by recycling and processing these materials through a custom sorting system therefore diverting this debris from being landfilled and helping jurisdictions increase their diversion percentage and become compliant with California recycling mandates. Madison Materials opened in 2002 and obtained a full solid waste facility permit from the California Integrated Waste Management Board in September 2004. Jay has been very instrumental in the tremendous growth at Ware Disposal over the last decade due to the achievement of Madison Materials. Jay is a current board member of the Los Angeles City Disposal Association (LACDA). He graduated in 1992 from the University of Southern California (USC) with a degree in business administration and communications.



MICHAEL SHAFFER / CHIEF FINANCIAL OFFICER

Michael Shaffer is the CFO of Ware Disposal, and he possesses more than 15 years of progressively responsible experience in his career. Michael has led accounting groups at Fortune 500 companies as well as small early stage growth enterprises. Among his significant previous positions, Michael served as Vice President of Administration and CFO of Nakoma Group, a California-based management consulting firm specializing in Oracle-based ERP system implementations and upgrades. He was the Finance Director (Division Controller) for Endeavors Technology, a US subsidiary of publically traded UK firm Tadpole Technology. Prior to his years with Endeavors, Michael held various accounting related roles at Fortune 500 energy services firm Sempra Energy (NYSE:SRE). Michael holds a BS in Economics degree from California Polytechnic University, San Luis Obispo.

BRAD TIMMONS /CUSTOMER SERVICE MANAGEMENT

Brad Timmons has over 30 years of experience in the solid waste and recycling industry. He has previously worked in a number of capacities for other firms such as Western Waste Industries. After WWI was purchased by Waste Management, Brad joined Ware Disposal and has been a valuable team leader ever since (20+ years). He possesses many years of practical experience that NOCCCD will benefit from; and the agency can be assured that he will continue to be our liaison to maintain routing, assuring bins and equipment are in working order and presentable, and that tonnage is tracked accurately so diversion reports are timely and regular. He will be involved with the education and outreach to make sure materials are sorted properly, and that students and faculty are well versed on what is processed and recycled, and what is not. Brad will assist NOCCCD in targeting key sectors of each of the three (3) Cities so all locations can increase their participation in recycling and diversion programs to meet all of the new state mandates including AB 341 (Mandatory Commercial Recycling), AB 1826 (Mandatory Commercial Organics Recycling), and SB 1383 (Short Lived Climate Pollutants). Brad will also help in any public relations matters that may arise.

MANUEL GONZALES / SENIOR OPERATIONS MANAGER

Manuel (Manny) Gonzales has been the Senior Operations Manager for Ware Disposal for nearly two (2) decades. Prior to becoming the Senior Operations Manager, he was Ware Disposal's chief mechanic and he got his entry into the firm as a driver for the Company, driving both front-end loader and roll-off routes. Manny will be one of the lead individuals to ensure continuity in operations, and progressively improved diversion rates. He has assisted the Company in making routes more efficient, and we are pleased to note that he was the leading force for implementing a GPS system in all of the Company's trucks in 2002. Manny is also the key individual involved in recruiting and training any new drivers and service staff needed.

REETA RAJ / OFFICE MANAGER/HUMAN RESOURCES

Reeta Raj is Ware Disposal's office manager and also serves as its accounts payable clerk. She has worked in an exemplary manner for Ware Disposal for over a decade. Previously, she worked for the Charles Krishna Tax and Accounting service as an Accounts Clerk for three years. Additionally, she has worked for Punjas Ltd. in the Fiji Islands as an Accounts Payable Supervisor for two years prior to emigrating to the United States of America. Ms. Raj possesses a BS in Accounting and Information Systems from the University of the South Pacific, Fiji Islands.

OTHER PERSONNEL TO NOTE:

Jay Ware / General Manager / jay@waredisposal.com / 714-664-0677 x105
Manny Gonzalez / Operations Manager / manny@waredisposal.com / 714-664-0677 x113
Dennis Sanders / Dispatch Manager / denniss@waredisposal.com / 714-664-0677 x112
Brad Timmons / CS & Site Manager / brad@waredisposal.com / 714-664-0677 x123
Jason Rush / Recycling Manager / jason@waredisposal.com / 714-664-0677 x100
Jose Lazaro / AR & Billing Manager / jose@waredisposal.com / 714-664-0677 x121



SECTION 5: QUALIFICATIONS

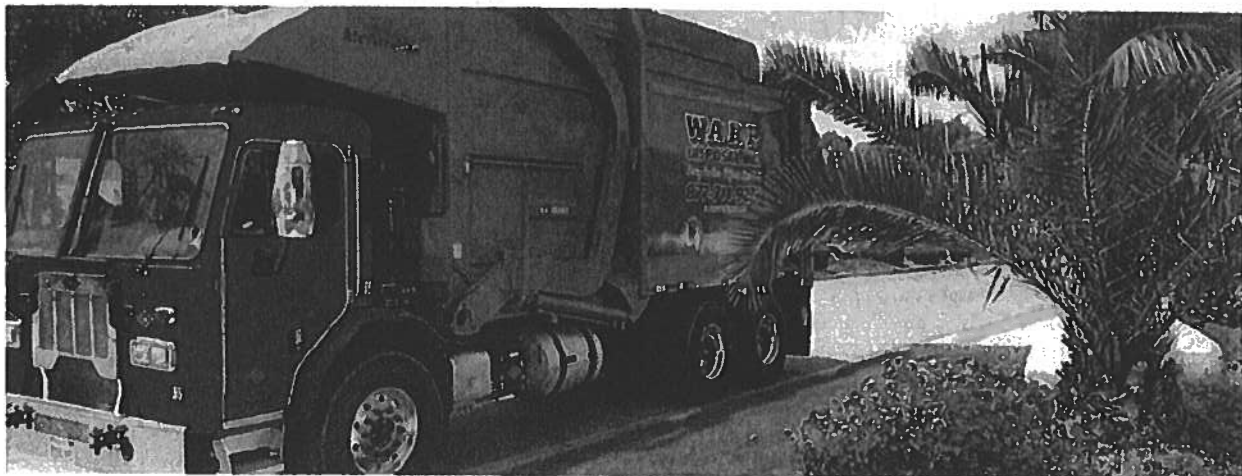
Ware Disposal is exceptionally qualified to service the City of Costa Mesa. As the city knows, we are the current contractor, and have been servicing the city successfully for over 10 years. We have maintained a perfect record with regards to safety and we recycle 70% of all materials we remove from each location. We deliver all of the wastes and recyclables to our mixed waste processing facility which we call Madison Materials Resource Recovery.

Importantly, we service all of the locations with clean air vehicles using Compressed Natural Gas (CNG). Our service is premised on our internal mandate of the Minuteman principle: whatever the job and activity, we make sure all your needs are addressed and handled immediately.

Overall, Ware Disposal has exemplary qualifications. Ware Disposal remains one of the longest standing, locally-owned and operated solid waste and recycling providers not only in Orange County, but also in Southern California; and it has secured a top 60 ranking in both Waste Age and Waste and Recycling industry publications.

Ware Disposal provides and services all manner of storage equipment ranging from carts to bins to roll offs to compactors. Plus, we also offer temporary collection services from Los Angeles to San Diego; and many experts regard Ware Disposal as the industry leader in their provision. Ware Disposal has more than the required expertise to maximize the recoverability of construction and demolition debris, organics and food wastes, and typical recyclables, to prevent them from being landfilled. To summarize:

- Certified Woman Business Enterprise & Family-Owned Firm
- Serving Southern California since 1968 including Los Angeles County – San Bernardino County – Riverside County – Orange County - San Diego County
- Over 20,000 single-family residential customers serviced every week
- Over 10,000 thousand businesses serviced weekly
- Currently Providing the City of Costa Mesa with Exemplary Customer Service, Safety, Recycling & Environmental Stewardship
- Over 30 school and college districts are serviced daily
- CNG Fleet Over 125 Service Trucks
- Customer service with comprehensive state-of-the-art CS systems including real time tracking and performance of all service vehicles, onboard tablets tracking all loads and services, and direct communications with senior staff at Ware Disposal





COMPANY EXPERIENCE & REFERENCES

School Districts we proudly service: Ware Disposal provides solid waste and recycling services to the districts listed below:

1. Alhambra Unified School District
2. Arcadia Unified School District
3. Bellflower Unified School District
4. Claremont Unified School District
5. El Monte Unified School District
6. Garvey School District
7. Pomona Unified School District
8. South Whittier School District
9. ABC Unified School District
10. Saddleback Valley Unified School District
11. Buena Park Unified School District
12. Centralia School District
13. Magnolia School District
14. Tustin Unified School District
15. Newport –Mesa Unified School District
16. Irvine Unified School District
17. Central School District
18. Little Lake School District
19. Lowell Joint School District
20. Ontario-Montclair Unified School District
21. Upland Unified School District
22. Chaffey Unified School District
23. Etiwanda Unified School District
24. Corona Norco Unified School District
25. Chino Valley Unified School District
26. Cypress School District
27. Santa Ana Unified School District
28. North Orange County Community College District
29. South Orange County Community College District
30. California State University, Los Angeles

References:

County of Orange Waste and Recycling / Isabel Rios / Environmental Programs Manager
 300 North Flower Street, Santa Ana CA 92703 714-834-4118
 Rios-Kahn, Isabel [OCWR] <isabel.rios-kahn@ocwr.ocgov.com>
 Agreement Thru: 2025 | Serviced 15 Years | Annual Value \$250,000.00

Westminster Unified School District (25 schools) | Brian Johnson | Senior Facilities Manager
 14121 Cedarwood Ave, Westminster, CA 92683 714-894-7311
Brian Johnson - Executive Director, Facilities Planning & MOT
 bkjohnson@wsdk8.us
 Agreement Thru: 2025 | Serviced for 10 Years | Annual Value \$90,000

Buena Park Unified School District (15 schools) | Mike Anderson | Director of Operations
 6885 Orangethorpe Ave, Buena Park, CA 9062-1506 | 714-522-8412
 Mike.anderson@bpsd.us
 Agreement Thru: 2023 | Serviced for 15 Years | Annual Value \$115,000



Providing Solid Waste & Recycling Services Since 1968



WHO IS THIS DRAGON?

Ouroboros is an ancient alchemical symbol for recycling. It depicts a dragon swallowing its own tail, re-creating itself, and forming a circle. Regeneration represents the essence of recycling.



Cell: 714.599.4981
 Ofc: 714.664.0677
 Fax: 714.664.0696

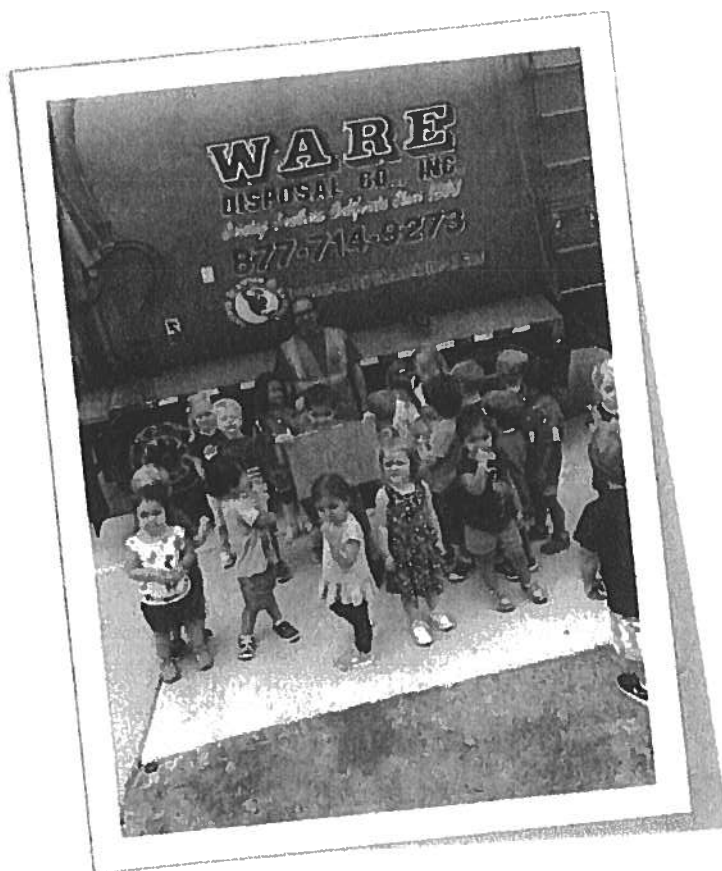
www.waredisposal.com

P.O. Box 1318
 Santa Ana, CA 92702



SMALL BUSINESS PREFERENCE -DVBE

Ware Disposal is not a small business so we are not submitting any small business preference. While we employ a number of former veterans, we are not a Disabled Veteran's Business Enterprise (DVBE). Ware Disposal is a certified Women's Business Enterprise.





JOIN FORCES. SUCCEED TOGETHER.
hereby grants

National Women's Business Enterprise Certification

to

ware disposal inc

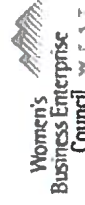


who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by
Women's Business Enterprise Council - West, a WBENC Regional Partner
Organization.

Pamela Williamson, Ph.D.

Authorized by Pamela Williamson, President & CEO
Women's Business Enterprise Council - West



Certification Granted: April 30, 2017
Expiration Date: April 30, 2020
WBENC National Certification Number: WBE1700803

NAICS 484210, 562111
UNSPSC 77101700, 77101704





SECTION 6: PROPOSER PRICING FORM

Attached, at the conclusion of this section, please find an Appendix B, Ware Disposal Inc.'s proposer pricing form, which details pricing for each of the required services the City currently receives. For the paper recycling program, we have listed collection costs (if any) and if we are willing to offer a percentage of revenue from the sale of this material.

Ware Disposal Inc. understands that proposed rates shall remain frozen for the first two years of the contract. In years three through six, rate adjustments shall be allowed at 100% of the CPI rate adjustment for the immediate preceding twelve month period of April through March. Adjustments would be effective on 1 July. We also understand we must submit a written rate adjustment request no later than 1 June.



WARE DISPOSAL INC

City Facility Solid Waste Services RFP - Pricing Sheet

City Facility	Service Type	Size/Type	# Containers	Weekly PU	Recurring Monthly Charges
1- City Hall	Trash	3cyd Bin	2	3x	\$162.50
2- Police Facility	Trash	3cyd Bin	2	3x	\$162.50
3- Fire Station #1	Trash	3cyd Bin	1	On-Call	\$25.00
4- Fire Station #2	Trash	3cyd Bin	1	1x	\$37.50
5- Fire Station #3	Trash	3cyd Bin	1	1x	\$37.50
6- Fire Station #4	Trash	3cyd Bin	2	1x	\$75.00
7- Fire Station #5	Trash	3cyd Bin	1	1x	\$37.50
8- Fire Station #6	Trash	3cyd Bin	1	1x	\$37.50
9- Downtown Rec. Facility	Trash	3cyd Bin	1	1x	\$37.50
10- Baleric Center	Trash	3cyd Bin	1	1x	\$37.50
11- Fairview Park Train Station	Trash	3cyd Bin	1	1x	\$37.50
12- Neighborhood Center/Lions Park	Trash	3cyd Bin	2	1x	\$75.00
13- Old Corp. Yard	Trash	3cyd Bin	1	3x	\$81.25
14- Bridge Shelter	Trash	4cyd Bin	2	3x	\$216.60
15- Lions Park Library	Trash	3cyd Bin	2	2x	\$119.50
16- TeWinkle Skate/Sport	Trash	3cyd Bin	1	3x	\$81.25
17- Sports Complex	Trash	3cyd Bin	1	1x	\$37.50
18- Hamilton Garden	Trash	3cyd Bin	1	1x	\$37.50
19- TeWinkle Bark Park	Trash	3cyd Bin	1	1x	\$37.50
20- Senior Center	Trash	3cyd Bin	1	5x	\$150.35
21- Westside Substation	Trash	3cyd Bin	1	1x	\$37.50
22- Del Mar Gardens	Trash	3cyd Bin	1	1x	\$37.50
23- New Corp. Yard	Trash	40cyd RO	1	5x	\$5,737.25
24- New Corp. Yard	Furniture	40cyd RO	1	1x	\$649.50
Total Recurring Service Charges =					\$7,985.70



WARE DISPOSAL INC

Additional Recurring But Variable Charges - Per Occurrence Charge					Per Occurrence
New Corp. Yard	Furniture	40cyd RO	Additional PU Charge		\$425.00
New Corp. Yard	Green Waste	40cyd RO	1	On-Call	\$525.00
Old Corp. Yard	Appliances	40cyd RO	1	On-Call	\$455.00
Old Corp. Yard	Dirt/Sod/Sand	10cyd RO	1	On-Call	\$655.00
Old Corp. Yard	Mattresses	40cyd RO	1	On-Call	\$455.00

All Charges for Locations/Services Above Are All Inclusive

Other Services					Charge
Various	C&D	10-40cyd	1	Service/Pull	\$435.00
				Per-Ton Dump Fee	\$81.00
Various Locations TBD	Organics (FW)	65-gal cart	1	1x	\$95.00
			1	2x	\$115.00
			1	3x	\$135.00
Events	Trash	3cyd Bin	1	On-Call	\$175.00
Events	Event Boxes	Size =	1	On-Call	\$6.25
Various	Deskside Boxes		1	N/A	\$3.25

Paper Recycling Program at City Hall: Ware Disposal Inc. will assume the work associated with the paper recycling program at City Hall. Ware Disposal Inc. will provide this service to the City at no additional charge.

Expansion of the Organics Collection Program at Other City Facilities: Each 65 g cart will be charged a rate of \$95.00 per month



SECTION 7: BID ALTERNATES:

Ware Disposal Inc. offers the City the ability of collecting bulky items citywide, if the City would like to pursue this option. We can describe this more fully during an interview and/or during the drafting of the agreement to provide service to the City.

In short, Ware Disposal Inc. can provide collection of bulky items citywide and in the public right of ways. In this manner, it would preclude City staff from having to provide this service and transport the items back to the Corporation Yard for consolidation.

Ware Disposal Inc. proposes the following rates for said service:

Flat Rate per month to monitor for Hot spots: \$2,500.00

Per incident: \$64.00

Per incident over 3 cubic yards \$95.00

Ware Disposal Inc. will provide monthly reports of items collected and the location of where items were collected. As it relates to incidents over 3 cubic yards, Ware Disposal Inc. will provide the necessary documentation via photographic proof of said.



SECTION 8: OTHER DOCUMENTATION:

Ware Disposal Inc. current business license:



CITY OF COSTA MESA
BUSINESS LICENSE TAX CERTIFICATE - 02737
77 FAIR DRIVE • COSTA MESA, CA 92626
PO BOX 1200 • COSTA MESA, CA92628-1200
PHONE (714) 754-5234 FAX (714) 754-5149

BUSINESS NAME WARE DISPOSAL INCORPORATED
BUSINESS LOCATION PO BOX 1318
SANTA ANA CA92702-1291

PRINCIPAL'S NAME JUDITH WARE

EXPIRATION DATE January 31, 2021
DESCRIPTION: WASTE HAULER, 2020 DECAL #212-214
8216-218

WARE DISPOSAL INCORPORATED
PO BOX 1318
SANTA ANA, CA92702-1291

ISSUED FOR TAX PURPOSES ONLY - NOT TRANSFERABLE
TO BE POSTED IN A CONSPICUOUS PLACE

This Business Tax Certificate does not guarantee compliance with State or Federal licensing requirements. Issuance of this certificate indicates that the entity has paid the applicable Business Tax pursuant to the CMMC Title 9 Chapter 1 and is issued for revenue purposes only.



Ware Disposal Inc. insurance certificate in and for the City of Costa Mesa:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/3/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International Insurance Services Inc. 3636 American River Drive, Suite 200 Sacramento CA 95864		CONTACT NAME: Rocio Leon PHONE (A/C, No, Ext): 916-480-4134 FAX (A/C, No): 916-993-7234 E-MAIL: Rocio.Leon@hubinternational.com ADDRESS:	
INSURED Ware Disposal Inc. P.O. Box 1318 Santa Ana CA 92702		License# 0757776 WAREDIS-02	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Greenwich Insurance Company	NARC # 22322
		INSURER B: Westchester Surplus Lines Insurance Co.	10172
		INSURER C: Alaska National Insurance Company	38733
		INSURER D: Indian Harbor Insurance Company	36940
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 234107535** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDC'SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$1,000 PD Ded Per Occurrence GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER	Y	GEC3000730-05	2/28/2020	2/28/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY OTHER		AEC004538605	2/28/2020	2/28/2021	COMBINED SINGLE LMBY (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ BI PD Deductible \$ 10,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS MADE DED RETENTION \$		G46863306003	2/28/2020	2/28/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED* (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.	Y	19H WS 05450	8/1/2019	8/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
D	<input checked="" type="checkbox"/> Pollution & Remediation Legal Liability/CPL	Y	PEC0056139	2/28/2020	2/28/2023	Each Pol. Condition \$5,000,000 Aggregate \$10,000,000 Retention \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 (General Liability Per Project Aggregate applies per written contract)
 RE: Work performed by the insured per written contract with Certificate Holder
 Additional Insured: City of Costa Mesa and its elected and appointed boards, officers, agents, employees are additional insured as required per written contract. Workers' Compensation is Evidence only.
 Forms: CG2010 0413, CG2037 0413, WC040306 0484, XIL424 0605

CERTIFICATE HOLDER CITY OF COSTA MESA 77 FAIR DR COSTA MESA CA 92626	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;



SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

- b. Establishing a Drug-Free Awareness Program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- d. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- e. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- f. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;



SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- g. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
- 2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
- 3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.



Addendum Received:

**Costa Mesa Waste Facilities
Waste Hauling RFP
Questions - #1 Received**

- 1) Can proposers obtain the bid sheet in Excel for format? Yes. Please find it attached to this email.
 - 2) City Franchise Fee: Service to City facilities is exempt from the City franchise fee. Therefore your proposed pricing SHOULD NOT include a franchise fee.
 - a) Costa Mesa charges a 16% gross receipts tax on all collected revenue. Per the RFP, please confirm that this is not to be included. No franchise fee on this service. Do not include in your pricing.
 - 3) Fire Station #1:
 - a) This is the only site for commercial services listed as "on call". Can it be confirmed that this is the service level required? Alternatively, can proposers bid this at 1x per week? Yes, this is the only "on call" site. Please provide pricing for "on call" service as requested.
 - 4) Roll Off Bid Sheet:
 - a) Does the City know the average tons per haul? Average tons per-haul is not known. b) On the bid sheet, the City asks for "Flat Rate". Please confirm if this is per haul, week or month. This is a flat MONTHLY rate for the trash roll-off (5 days per-week) and the furniture roll-off (once per-week). c) For Flat rate, what is the included tonnage and is there an option for a per ton rate after? Your flat rate pricing should be all-inclusive. It is permissible to establish the maximum tons allowed under "flat rate" pricing and provide a per-ton price for any ton or fraction of a ton over the maximum.
 - 5) Event Boxes:
 - a) Is this the cost per box itself? Per box cost only.
 - 6) Organics:
 - a) Does the City have an estimate of the number of locations? Eventually, given pending SB 1383 mandates, approximately 14 locations may require food waste recycling. At this time the City has this program at City Hall on a pilot basis. During calendar year 2021 we will likely be expanding the program to include all mandated locations.
1. Page 2 references requirements for AB939 to meet the 50 percent diversion rate. Can you please clarify if this diversion requirement is based on per Capita or actual diversion for City facilities? Is the expectation that City facilities will have a 50% diversion rate? This is just a general reference to Costa Mesa's citywide diversion rate. There is no specific diversion requirement for City facilities. All franchised haulers are required to achieve an overall 50% diversion rate each calendar year, regardless of whether or not they are awarded this contract.
 2. Can you please provide the name of your current hauler and their current rates for the services listed in the scope of work on pages 3-5? Ware Disposal is the current contractor. The most recent rate sheet is attached.
 3. Some of the location names are unfamiliar to us so can you please provide the addresses for each of the service locations? City facility address list is attached.



4. In order to properly plan for on-call services, can you please provide the number of 40CY bin hauls completed in 2019 by site as listed on Page 3. Did the per week schedule remain unchanged in 2019? This information is not readily available. For planning purposes you can estimate that all on-call collections would occur twice monthly.

5. How many total tons of material was collected in 2019 at city facilities? If possible, would you be able to provide this by site? This information is not available.

6. Is paper recycling currently provided by a separate contractor from MSW? If source separated paper recycling services are not provided in Republic's bid, then will our proposal be disqualified? The City has always used a dedicated recycling company, and not the contracted City facility MSW hauler, to provide this service. Not bidding on paper recycling service is not a reason for disqualification.

EXHIBIT C
CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

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 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
 - B. Establishing a Drug-Free Awareness Program to inform employees about:

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

1. The dangers of drug abuse in the workplace;
 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
 3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.



CITY OF COSTA MESA, CALIFORNIA
Purchase Requisition

PO No./ PO Ref No.:
 (Assigned by Purchasing)

Purchase Order Change Order Amendment

(Leave Blank for Time Stamp)

Business Unit: City Date Requisitioned: 7/28/20
 Department: Finance Division: Accounting
 Ship To Address:
 Contact Person: Jennifer King Phone Number: 5219
 Send Copy of P.O. to: Contact Person and / or _____

Request is for Budgeted item(s)
 Request is for **UNBUDGETED** item(s)-(Memo Attached)
 Item(s) Pending Budget Amendment Request # _____
 Requesting Sole Source (Justification Form Attached)
 Fixed Asset Tag Request

Item No.	Qty	Unit	Items (Give Full Description: Size, Catalog No. Etc.)	Unit Price	Estimated Amount
1			Street Report and SCO Report – July 1, 2020-June 30, 2021		\$4,200

If additional lines are needed, please attach a second sheet.

Const./Prof. Svs. Agmt. Completion Date: _____

Sales Tax (7.75%):

Include Shipping Fee:

Insurance Required: Yes (Certificate attached) No

Estimated Total Cost: \$4,200

Item No.	Account	Fund	Dept./Org.	Program	Project	Amount
1	530505	101	13200	50500		\$4,200

Comments:

Total \$4,200

Proper approvals are required before requisition can be processed.

Suggested Vendor: Thales Consulting Inc

Address: 980 Ninth St 16 Fl PMB 1604

City, State, Zip Code: Sacramento, CA 95814

Phone: 530-979-1640 Fax:

Contact Person: Joe Stimac

Email: Jstimac@thales-consulting.com

Ordered By: _____
 Department Director/Authorized Signature

Approved By: _____
 Director of Finance/Purchasing Officer

Approved By: _____
 City Manager (when required)

PURCHASING DIVISION USE ONLY

Vendor ID:	Buyer:	Insurance valid thru:
Ship To/Location:	Due Date:	
Standard Comments: ACC – ALL – ARR – BLA – CON – DCP – DIS – FCA – FCI – FIX – INS – IS – IST – ORG –QTR – REM – SUB – T&C		

FINANCE DEPARTMENT USE ONLY

Available Appropriation: <input type="checkbox"/> Yes <input type="checkbox"/> No	As of:	Confirmed By:
---	--------	---------------

