

**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 July, 2025 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and WARE DISPOSAL, INC., a California corporation ("Contractor").

RECITALS

A. 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. 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. 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. 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 City's Request for Proposals, including Addendum to Request for Proposals (RFP No. 25-1), attached hereto as Exhibit "A," and Contractor's Proposal, attached hereto as Exhibit "B," both incorporated herein.

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. 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 "C," attached hereto and made a part of this Agreement. Contractor's annual compensation during the initial two-year term of this Agreement shall not exceed One Hundred Forty-Five Thousand Six Hundred Sixty-Six Dollars and Eighty Cents (\$145,666.80). Contractor

agrees not to raise Contractor's prices during the initial term of the Agreement. Thereafter, Contractor may request in writing at least thirty (3) 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 by using the May index for the current year and the May index for the preceding year. However, in no event shall any increase in Contractor's prices exceed two percent (2%). The 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, pandemics (excluding COVID-19), material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the

suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of twenty-four (24) months, ending on June 30, 2027, 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 A.M. Best's 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) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate.

- (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 limit per accident 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.
PO Box 1318
Santa Ana, CA 92702
Tel: (714) 664-0677
Attn: Brad Timmons

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5303
Attn: Kevin Gaxiola

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 "D" and incorporated herein. 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. If 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 Conflicts with Independent Contractor. Contractor/Contractor's duties and services under this Agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering into this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/Contractor's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/Contractor shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this Agreement.

6.12. 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.

6.13. 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.

6.14. 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 Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.15. 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 7920.000 *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 7924.510, 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.

6.16. 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.

6.17. 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.

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

6.19. 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.

6.20. 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.

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

6.22. 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.

6.23. 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.

6.24. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other Contractors for review and comment. 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.

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

6.26. 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.

6.27. 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.

6.28. Counterparts. 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.

6.29. 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.

[Signatures appear on following page.]

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

Date: _____

Brad Timmons, Customer Service Manager

CITY OF COSTA MESA

Cecilia Gallardo-Daly
Acting City Manager

Date: _____

ATTEST:

Brenda Green
City Clerk

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

APPROVED AS TO CONTENT:

Kevin Gaxiola
Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Raja Sethuraman
Public Works Director

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____

EXHIBIT A

REQUEST FOR PROPOSALS (RFP No. 25-1)



REQUEST FOR PROPOSAL

FOR

SOLID WASTE COLLECTION SERVICES AT CITY FACILITIES

RFP NO. 25-21



PUBLIC WORKS

CITY OF COSTA MESA

Released on

March 24, 2025

REQUEST FOR PROPOSAL FOR SOLID WASTE COLLECTION SERVICES AT CITY FACILITIES

The City of Costa Mesa (hereinafter referred to as the “City”) is requesting Proposals from qualified waste haulers to provide solid waste collection services at Costa mesa City facilities. The awarded Contractor, (hereinafter referred to as “Consultant”) shall be in accordance with the Sample Professional Service Agreement, **Appendix B** terms, conditions, and scope of work. Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Professional Service Agreement and any solicitation appendix/exhibits. The term is expected to be for 3 years with 2 one-year renewal options. The City reserves the right to award one or more contracts for this service.

I. GENERAL INFORMATION

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with an annual General Fund budget of over \$189.9 million and a total budget of \$240.10 million for fiscal year 2024-2025.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 115,000 and has a land area of 16.8 square miles. It is in the northern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley, and Irvine.

The City is a “full service city” providing a wide range of services. These services include police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The City of Costa Mesa is home of the Segerstrom Center for the Arts, Orange County Fairgrounds, South Coast Repertory Theater and the South Coast Plaza Shopping Center, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza secures its place as the highest volume regional shopping center in the nation.

The successful Proposer shall have experience in similar types of services. All Proposers responding to this Request for Proposal (RFP) will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, ability to meet the requested services, adequate staffing, reference check, understanding of services, cost and responsiveness to the needs and concerns of the City of Costa Mesa.

1. **Important Notice:** The City has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. **Proposers are not to contact other City personnel with any questions or clarifications concerning this Request for Proposal (RFP).** Any City response relevant to this RFP other than through or approved by City’s Purchasing Department is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued, and the information will be posted on PlanetBids. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the City's Purchasing Department. It is the responsibility of each Proposer to periodically check PlanetBids website to ensure that it has received and reviewed all addenda to this solicitation. The city will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

2. **Schedule of Events:** This Request For Proposal shall be governed by the following schedule:

Release of RFP	March 24, 2025
Deadline for Written Questions	April 1, 2025, at 11:00 a.m.
Responses to Questions Posted	April 4, 2025
Proposals are Due	April 9, 2025, by 2:00 p.m.
Approval of Contract	TBD

****All dates are subject to change at the discretion of the City.**

3. **Proposer's Minimum Requirements:** Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in **Appendix A – Scope of Services**, of this RFP are invited to submit a proposal, provided they meet the following requirements. All requirements must be met at the time of the proposal due date. **If these requirements are not met, the proposal may not receive further consideration, as determined at the sole discretion of the City.**

A. Proposing Contractors are expected to provide all vehicles, equipment, 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 (1) municipal or county reference for similar projects within the past five (5) years.

B. 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.

C. 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. As a City services contract, this agreement and the services thereto are exempt from franchise fee requirements.

D. The Contractor shall assign a project manager. This individual will serve as the main point of contact and someone who can be reached during normal working hours, or emergencies, and must be authorized to make decisions on matters pertaining to this contract to the City.

II. GENERAL INSTRUCTIONS AND PROVISIONS

1. **Proposal Format Guidelines:** Interested entities or contractors are to provide the City of Costa Mesa with a thorough Proposal using the following guidelines: Proposal should be typed and

should contain no more than 25 typed pages using a 12-point font size, including cover letter, Index/Table of Contents, tables, charts, and graphic exhibits, but excluding resumes of key people and pricing forms. Each Proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide “layman” explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following Proposal sections are to be included in the Proposer’s response:

- **Cover Letter:** A cover letter, not to exceed two pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor’s office located nearest to Costa Mesa, California, and the office from which the project will be managed. And include proposed working relationship among the offering agency and subcontractors, if applicable.
- **Background and Project Summary Section:** The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to **Scope of Services, Appendix A** of this RFP.
- **Project Approach and Methodology:** Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Services of this RFP. The section should include:
 1. Describes familiarity of project and demonstrates understanding of work and project objectives moving forward.
 2. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Services" section.
 3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.
 4. Identifies the project’s potential issues and response to them.
 5. A proposed schedule indicating stages of work, time frames, and ability to perform the required services in a timely manner shall be included in the proposal
 6. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, safe, and cost-effective operations or increased performance capabilities.
- **Qualifications & Experience of the Firm:** Describe the qualifications and experience of the organization or entity performing services/projects within the past eight years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

1. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants to provide construction management services.
 2. Submit a description of the organization's qualifications, experience and abilities that make it uniquely capable to provide the services specified in the Scope of Work.
 3. If the owner is a corporation please provide Name of corporation, corporate office street address, city, state, and zip code, state where incorporated, date of incorporation, first and last name of officers, local office address, city, state & zip, and the date local office opened its doors for business.
 4. If the owner is a partnership or joint venture, please provide Name of partnership or joint venture, principal office street address, city, state, and zip code, state of organization, date of organization, first and last name of general partner(s), local office address, city, state, and zip code, and date local office opened its doors for.
 5. Provide a list of current and previous contracts similar to the requirements for this project in Costa Mesa, including all public agencies served (if any). For each, provide a brief description of the scope of work performed, the length of time you have been providing services, and the name, title, and telephone number of the person who may be contacted regarding your organization's service record.
 6. A list of similar projects that your firm has completed within the last five years shall be included in the submitted proposal. Information of the completed projects should include project name and description, agency or client name along with the person to contact and telephone number, year completed, engineering fee, and project construction cost.
- **Financial Capacity:** The City is concerned about proposers' financial capability to perform, and therefore, is requesting copies of audited financials from the past three years to allow an evaluation of firm's financial capabilities.
 - **Key Personnel:** It is essential that the Proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Proposer must agree to assign specific individuals to the key positions.
 - Identify the members of the staff who would be assigned to act for Proposer's firm in key management and field positions providing the services described in the Proposal, and the functions to be performed by each.
 - Include resumes or curriculum vitae of each such staff member, including name, position, telephone number, email address, education, and years and type of relevant experience. Describe for each such person, the relevant role and functions for each project.
 - **Cost Proposal:** Provide a fee schedule/pricing information for the project including identifying the specific assigned personnel, their hourly rates and their number of hours, and the cost for each work task/deliverable as described in the Scope of Services. If work tasks or deliverable are proposed that are not specifically listed in the City's Scope of Services,

please identify those costs as separate and optional. Proposals shall be valid for a minimum of 180 days following submission.

- **Disclosure:** Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. **Any past or current business relationship may not disqualify the firm from consideration.**
- **Sample Professional Service Agreement:** The firm selected by the City will be required to execute a Professional Service Agreement with the City. A sample of the Agreement is enclosed as **Appendix B** but may be modified to suit the specific services and needs of the City. **If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.**
- **Checklist of Forms to Accompany Proposal:** As a convenience to Proposers, following is a list of the forms, **Appendix C** included in this RFP, which should be included with Proposals:
 1. Vendor Application Form
 2. Company Profile & References
 3. Ex Parte Communications Certificate
 4. Disclosure of Government Positions
 5. Disqualifications Questionnaire
 6. Bidder/Applicant/Contractor Campaign Contribution

2. Process for Submitting Proposals:

- **Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.
- **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.
- **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City. Cost proposal shall be submitted in a **separate** file. The cost proposal is confidential and will be unsealed after all proposals have been reviewed, and the most qualified consultant has been selected. Proposals shall be valid for a minimum of 180 days following submission.
- **Forms to Accompany Proposal:** **Appendix C** forms shall be attached at the end of the Proposal with the exception of the Cost Proposal which shall be submitted in a separate file.
- **Number of Proposals:** Submit one (1) PDF file format copy of your proposal in sufficient detail for thorough evaluation and comparative analysis
- **Submission of Proposals:** Complete written Proposals must be submitted electronically in PDF file format via the planetbids.com website not later than **2:00 p.m. (P.S.T) on April**

9, 2025. Proposals will not be accepted after this deadline. Proposals received after the scheduled closing time will not be accepted. It shall be the sole responsibility of the Proposer to see that the proposal is received in proper time. Faxed or e-mailed Proposals will not be accepted. **NO EXCEPTIONS.**

- **Inquiries:** Questions about this RFP must be posted in the Q & A tab on Planetbids no later than **April 1, 2025, at 11:00 A.M.** The City reserves the right not to answer all questions.

The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s), responses to questions received, and additional information will be posted on planetbids.

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any Proposal for violation of this provision. No questions other than posted on planetbids will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance:** This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all Proposals received because of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any Proposal. All Proposals will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the Proposal, it should be clearly identified.
- **Insurance & W-9 Requirements:** Upon recommendation of contract award, Contractor will be required to submit the following documents with ten (10) days of City notification, unless otherwise specified in the solicitation:
 - **Insurance** - City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in the sample contract.
 - **W-9** – Current signed form W-9 (Taxpayer Identification Number & Certification) which includes Contractor's legal business name(s).

3. Evaluation Criteria: The City's evaluation and selection process will be conducted in accordance with Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the responsive responsible proposer shall be determined based on evaluation of qualitative factors. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub-criteria that logically fit within a particular evaluation criterion may also be considered even if not specified below.

1. **Project Approach & Methodology ----- 40%**
2. **Qualifications & Experience of Firm ----- 30%**
3. **Key Personnel ---- 25%**
4. **Cost Proposal -----5%**

4. Evaluation of Proposals and Selection Process: In accordance with its Municipal Code, the City will adhere to the following procedures in evaluating Proposals. An Evaluation Committee, which may include members of the City's staff and possibly one or more outside experts, will screen and review all Proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

A. Responsiveness Screening: Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any Proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their Proposals.

B. Initial Proposal Review: The Committee will initially review and score all responsive written Proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any Proposal in which a Proposer's approach or qualifications are not considered acceptable by the City. An unacceptable Proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the highest ranked consultant or proceed to interview the highest ranked consultants.

C. Interviews, Presentation, Reference Checks, Revised Proposals, Discussions: Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview and make a presentation. Interviews/presentations, if held, are tentatively scheduled for **the week of May 5th** and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92626 or virtually at the discretion of the City. The dates are subject to change. The individual(s) from Proposer's organization that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview/presentation. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the Proposal.

In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a Proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point and make a recommendation for award. Once the highest ranked consultant is identified, the City will open the Cost Proposal and enter negotiations.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

5. Protests: Failure to comply with the rules set forth herein may result in rejection of the protest. Any proposals awarded pursuant to the formal procurement procedure set forth in the Proposal procedure may be appealed in accordance with the following procedure:

- The Proposer shall file the written notice of appeal with the purchasing officer at least ten (10) working days prior to proposal award date specified in the notice of recommendation to award.
- The written notice of appeal must include specifics as to the nature of the appeal.
- The Proposer must provide any and all documentation to support the appeal.
- The purchasing officer will respond in writing to the Proposer within five (5) working days.
- In the event the appeal is denied by the purchasing officer, the Proposer may appeal the purchasing officer's ruling to the city council at the next available council meeting.

6. Accuracy of Proposals: Proposers shall take all responsibility for any errors or omissions in their Proposals. Any discrepancies in numbers or calculations shall be interpreted to reflect the cost to the City.

If prior to contract award, a Proposer discovers a mistake in their Proposal which renders the Proposal unwilling to perform under any resulting contract, the Proposer must immediately notify the facilitator and request to withdraw the Proposal. It shall be solely within the City's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire Proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the City may consider permitting withdrawal of specific line item(s) or combination of items.

7. Responsibility of Proposers: The City shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their Proposals. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Proposer in:

- Preparing Proposal in response to this RFP.
- Submitting that Proposal to the City;
- Negotiating with the City any matter related to the Proposal; and,

- Any other expenses incurred by the Proposer prior to the date of the award and execution, if any, of the contract.

8. Confidentiality: The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the Proposals following the evaluation process at such time as a recommendation is made to the City Council.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal as confidential nor designate its Price Proposal as confidential.

Submission of a Proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees and costs that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

9. Ex Parte Communications: Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee, or agent of the City, including any member of the evaluation panel, except for the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's Proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the Ex Parte Communications Form, **Appendix C** with their Proposals certifying that they have not had or directed prohibited communications as described in this section.

10. Conflict of Interest: The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code Sections 1090 et seq., or Sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any

Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

11. Disclosure of Governmental Position: In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their Proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached Disclosure of Government Positions Form, **Appendix C**.

12. Conditions to Agreement: The selected Proposer will execute a Professional Service Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as **Appendix B** to this RFP, which will be modified by the City to include federal requirements.

All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement. **The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist.**

Submittal of a Proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample agreement for services unless the Proposer includes with its Proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement.

13. Disqualification Questionnaire: Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has **ever** been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A Proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation, **Appendix C**.

14. Standard Terms and Conditions: The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s) and additional information will be posted via PlanetBids. Proposers should check this web page daily for new information.

APPENDIX A

SCOPE OF SERVICES FOR SOLID WASTE COLLECTION SERVICES AT CITY FACILITIES

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.

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; the term is expected to be for two years with three one-year renewal options.

1. Bin service collection at City Hall, two (2) police facilities, six (6) fire stations, two (2) corporate yards, and nine (9) 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 scrap metal and 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 (optional);
8. Recycling collection via bins and/or carts at other City facilities (optional).

Service Schedule – Trash, Recycling, and Other Services

The locations, bin size, and removal services required for each site are listed below in Table 1 (recurring service) and Table 2 (roll-off). Table 3 presents all additional services reasonably required. Table 4 presents additional charges that may apply during the contract term.

Table 1. Recurring Service

City Facility Name/Address	Service Type	Size/Type	# of Containers	Weekly PU
1 - City Hall (77 Fair Dr.)	Trash	3cyd Bin	2	3x
1 - City Hall (77 Fair Dr.)	Organics	65-gallon cart	1	1x
1 - City Hall (77 Fair Dr.)	Recycling	3cyd Bin	1	3x
2 - Main Police Department (99 Fair Dr.)	Trash	3cyd Bin	2	3x
3 - Fire Station #1 (1570 Adams Ave.)	Trash	3cyd Bin	1	1x
4 - Fire Station #2 (800 Baker St.)	Trash	3cyd Bin	1	1x
5 - Fire Station #3 (1865 Park Ave.)	Trash	3cyd Bin	1	1x
6 - Fire Station #4 (2300 Placentia Ave.)	Trash	3cyd Bin	2	1x
7 - Fire Station #5 (2450 Vanguard Way)	Trash	3cyd Bin	1	1x
8 - Fire Station #6 (3350 Sakioka Dr.)	Trash	3cyd Bin	1	1x

9 - DRC/Hertzog (1845 Park Ave.)	Trash	3cyd Bin	2	2x
9 - DRC/Hertzog (1845 Park Ave.)	Recycling	3cyd Bin	1	2x
9 - DRC/Hertzog (1845 Park Ave.)	Organics	65-gallon cart	1	1x
10 - Balearic Comm. Center (1975 Balearic Dr.)	Trash	3cyd Bin	1	2x
11 - Fairview Park Train Station (2480 Placentia Ave.)	Trash	3cyd Bin	1	1x
12 - Old Corp. Yard (2300 Placentia Ave.)	Trash	3cyd Bin	1	1x
12 - Old Corp. Yard (2300 Placentia Ave.)	Recycling	3cyd Bin	1	1x
13 - Bridge Shelter (3175 Airway Ave.)	Trash	3cyd Bin	3	2x
13 - Bridge Shelter (3175 Airway Ave.)	Recycling	3cyd Bin	1	1x
13 - Bridge Shelter (3175 Airway Ave.)	Organics	65-gallon cart	3	2x
14 - James Street (707-711 W. 18 th)	Trash	3cyd Bin	2	2x
14 - James Street (745 W. 18 th)	Trash	3cyd Bin	1	2x
14 - James Street (734 W. James)	Trash	3cyd Bin	1	2x
14 - James Street (740-744 W. James)	Trash	3cyd Bin	2	2x
14 - James Street (717 W. James)	Trash (w/ lock)	3cyd Bin	1	2x
14 - James Street (721 W. James)	Trash (w/ lock)	3cyd Bin	1	2x
14 - TeWinkle Park (970 Arlington Dr.)	Trash	3cyd Bin	1	3x
15 - Jack Hammet Sports Complex (2750 Fairview Rd.)	Trash	3cyd Bin	1	1x
16 - Hamilton Community Garden (523 Hamilton)	Trash	3cyd Bin	1	1x
16 - Hamilton Community Garden (523 Hamilton)	Organics	65-gallon cart	1	1x
17 – Bark Park (890 Arlington Dr.)	Trash	3cyd Bin	1	1x
18 - Senior Center (695 W 19 th St.)	Trash	3cyd Bin	1	5x
18 - Senior Center (695 W 19 th St.)	Organics	65-gallon cart	1	1x
19 - Westside Police Substation (573 W 18 th S.)	Trash	3cyd Bin	1	1x
20 - Del Mar Community Garden (170 Del Mar Ave.)	Trash	3cyd Bin	1	1x
20 - Del Mar Community Garden (170 Del Mar Ave.)	Organics	65-gallon cart	1	1x

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

Location	Container Type	No. of Bins	Bin Size	Frequency
New Corp Yard (2310 Placentia Ave.)	Trash	1	40cyd roll-off	5x/Week
New Corp Yard (2310 Placentia Ave.)	Furniture	1	40cyd roll-off	1x/Week
Additional*	Furniture	Each	40cyd roll-off	On-Call
New Corp Yard (2310 Placentia Ave.)	Green Waste	1	40cyd roll-off	On-Call
Old Corp Yard (2300 Placentia Ave.)	Appliances	1	40cyd roll-off	On-Call
Additional*	Mattress	1	40cyd roll-off	On-Call
Additional*	Dirt/Sod/Sand	1	10cyd roll-off	On-Call
<p>*"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 monthly fee. The furniture roll-off serviced 1x/week should also be presented as a flat monthly fee. Pricing for the roll-off containers shown above is inclusive of collection, disposal and all other charges.</p>				

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
Various	Recycling/Trash	Per-Unit	3cyd	1x – 5x/week
Various/Events	Temp. Trash	1	3cyd bin	On-Call
Various/Events	Event Boxes	Per-Unit	Standard	On-Call
Various	Construction/ Demolition	1	40cyd roll-off	On-Call – Box & Haul Charge Only
Various	Construction/ Demolition	1	40cyd 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. These services are needed on an on-call basis. 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. When requested, split bins must be available to accommodate space constraints at City facilities.</p>				

Table 4. Other Fees

Fee Type	Charge
Overfilled Container*	
Contamination Charges*	
Late Payment	
Special Access Vehicle (Scout)	
Lock Service Fee	
Delivery of Container (3-40cyd)	
Delivery of Cart	

*Before overfill or contamination charges will be approved, that specific location must receive two prior written warnings per calendar year or three warnings during the contract period.



REQUEST FOR PROPOSAL

FOR

SOLID WASTE COLLECTION SERVICES AT CITY FACILITIES

RFP NO. 25-21



PUBLIC WORKS

CITY OF COSTA MESA

Released on

March 24, 2025

APPENDIX C FORMS

**Vendor Application Form
Ex Parte Communications Certification
Disclosure of Government Positions
Disqualification Questionnaire
Company Profile & References
Bidder/Applicant/Contractor Campaign Contribution**



**VENDOR APPLICATION FORM
FOR
RFP No. 25-21 SOLID WASTE COLLECTION SERVICES AT CITY FACILITIES**

TYPE OF APPLICANT: ☐ NEW ☒ CURRENT VENDOR

Legal Contractual Name of Corporation: WARE DISPOSAL INC

Contact Person for Agreement: JAY WARE / BRAD TIMMONS

Title: GM / SALES

E-Mail Address: jay@waredisposal.com
brad@waredisposal.com

Business Telephone: 714-664-0677 Business Fax: 714-664-0696

Corporate Mailing Address: PO BOX 1318

City, State and Zip Code: SANTA ANA CA 92702

Contact Person for Proposals: JAY WARE / BRAD TIMMONS

Title: GM / SALES

E-Mail Address: jay@waredisposal.com
brad@waredisposal.com

Business Telephone: 714-664-0677 Business Fax: 714-664-0696

Is your business: (check one)

☐ NON PROFIT CORPORATION ☒ FOR PROFIT CORPORATION

Is your business: (check one)

☒ CORPORATION ☐ LIMITED LIABILITY PARTNERSHIP
☐ INDIVIDUAL ☐ SOLE PROPRIETORSHIP
☐ PARTNERSHIP ☐ UNINCORPORATED ASSOCIATION

**Request
Certificate**

<i>Initial Filing Date</i>	06/14/1982
<i>Status</i>	Active
<i>Standing - SOS</i>	Good
<i>Standing - FTB</i>	Good
<i>Standing - Agent</i>	Good
<i>Standing - VCFCF</i>	Good
<i>Formed In</i>	CALIFORNIA
<i>Entity Type</i>	Stock Corporation - CA - General
<i>Principal Address</i>	1035 EAST FOURTH STREET SANTA ANA, CA 92701-4750
<i>Mailing Address</i>	PO BOX 1318 SANTA ANA, CA 92702-1318
<i>Statement of Info Due Date</i>	06/30/2024
<i>Agent</i>	Individual JUDITH HELAINE WARE 1035 EAST FOURTH STREET SANTA ANA, CA 92701-4750

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
JUDITH WARE	PRESIDENT	[REDACTED]
BEN WARE	VICE PRESIDENT	[REDACTED]
JAY WARE	GENERAL MANAGER	[REDACTED]

Federal Tax Identification Number:

[REDACTED]

City of Costa Mesa Business License Number: ATTACHED

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: ATTACHED



CITY OF COSTA MESA
BUSINESS LICENSE TAX CERTIFICATE - HDL-02737

77 FAIR DRIVE • COSTA MESA, CA 92626
PO BOX 1200 • COSTA MESA, CA 92628-1200
PHONE (714) 754-5235

BUSINESS NAME WARE DISPOSAL INCORPORATED
/DBA

BUSINESS LOCATION 1451 MANHATTAN AVE
FULLERTON, CA 92831

PRINCIPAL'S NAME: WARE, JUDITH

SPECIAL CONDITIONS:

EXPIRATION DATE: January 31, 2026

DESCRIPTION: WASTE HAULER

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.

California Civil Code §51.6 prohibits businesses from engaging in genderbased discrimination. A full notice is available in English or other languages by going to: <https://www.dca.ca.gov/publications/>

Above is your Business License Certificate

Please Note

Every business is responsible for the annual renewal of this license.

Contact the Business License Division at (714) 754-5235 prior to any of the following changes:

1. Name change
2. Location change
3. Ownership change
4. Business activity change
5. Business type change

Your business license certificate must be kept at the place of business and made available for inspection.



BUSINESS LICENSING
77 FAIR DRIVE



City of Costa Mesa
BUSINESS LICENSE TAX CERTIFICATE

WARE, JUDITH
PO BOX 1318
SANTA ANA, CA 92702-1291

License Number: [REDACTED]

Date of Issue: 2/1/2025

ID: 12

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal **RFP No. 25-21 SOLID WASTE COLLECTION SERVICES AT CITY FACILITIES** at any time after **March 24, 2025**.



SignatureDate: 4-4-2025
_____JAY WARE / GENERAL MANAGER

Print

OR

I certify that Proposer or Proposer's representatives have communicated after **March 24, 2025**, with a City Councilmember concerning informal **RFP No. 25-21 SOLID WASTE COLLECTION SERVICES AT CITY FACILITIES**. A copy of all such communications is attached to this form for public distribution.

Signature

Date: _____

Print

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

N/A

COMPANY PROFILE & REFERENCES

Company Legal Name:

Company Legal Status (corporation, partnership, sole proprietor etc.):

Active licenses issued by the California State Contractor's License Board: DOCS ATTACHED

Business Address: 1035 E 4TH STREET - SANTA ANA CA 92701

Website Address: WWW.WAREDISPOSAL.COM

Telephone Number: 714-664-0677

Facsimile Number: 714-664-0696

Email Address: jay@waredisposal.com / brad@waredisposal.com

Length of time the firm has been in business: SINCE 1968 / 57 YEARS

Length of time at current location: 21 YEARS

Is your firm a sole proprietorship doing business under a different name: ___Yes ☒ No

If yes, please indicate sole proprietor's name and the name you are doing business under:

Federal Taxpayer ID Number:

Regular Business Hours:

Regular holidays and hours when business is closed:

Contact person in reference to this solicitation: JAY WARE / BRAD TIMMONS

Telephone Number: 714-664-0677

Facsimile Number: 714-664-0696

Email Address: JAY@WAREDISPOSAL.COM / BRAD@WAREDISPOSAL.COM

Contact person for accounts payable: KEVIN HALL

Telephone Number: 714-664-0677

Facsimile Number: 714-664-0696

Email Address: KEVIN@WAREDISPOSAL.COM

Name of Project Manager: JAY WARE / BRAD TIMMONS

Telephone Number: 714-664-0677

Facsimile Number: 714-664-0696

Email Address: JAY@WAREDISPOSAL.COM / BRAD@WAREDISPOSAL.COM

COMPANY PROFILE & REFERENCES (Continued)

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least three clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name:

Contact Name: SEE ATTACHED PAPER WORK
Contract Amount:
Email:
Address:
Brief Contract Description:

Company Name:

Telephone Number:
Contact Name:
Contract Amount:
Email:
Address:
Brief Contract Description:

Company Name:

Telephone Number:
Contact Name:
Contract Amount:
Email:
Address:
Brief Contract Description:

Company Name:

Telephone Number:
Contact Name:
Contract Amount:
Email:
Address:
Brief Contract Description:

Company Name:

Telephone Number:
Contact Name:
Contract Amount:
Email:
Address:
Brief Contract Description:



Reference List

1-Inglewood Unified School District (6-Years) 310-680-4893

Mike Orona / Deputy Chief Maintenance Operations / Mike.orona@inglewoodusd.com

401 S Inglewood Blvd, Inglewood, CA 90301

Solid Waste & Recycling / Organics / Roll Off Industrial Debris \$350,000.00 Annually

2-Rowland Unified School District (5-Years) 626-965-2541

Rosana McLeod / Director of Purchasing / rmeleod@rowlandschools.org

1830 Nogales Street, Rowland Heights, CA 91748

Solid Waste & Recycling / Organics / Roll Off Industrial Debris \$290,000.00 Annually

3-Irvine Unified School District (12-years) 949-936-5303

Jennifer Razo / Director Sustainability / JenniferRazo@iusd.org

100 Nightmist, Irvine CA 92618

Solid Waste & Recycling / Organics / Roll Off Industrial Debris \$365,000.00 Annually

4-Walnut Valley Unified School District (8-Years) 909-595-1261

Suzanne Beach / Director of Operations & Purchasing / sbeach@wvusd.org

880 S Lemon Ave, Walnut CA 91789

Solid Waste & Recycling / Organics - G W / Roll Off Services \$279,000.00 Annually

5-Norwalk La Mirada Unified School District (7 Years) 562-210-2000

Steve Fericean / Director of Purchasing / SFericean@nlmusd.k12.ca.us

12820 Pioneer Blvd, Norwalk CA 90650

Solid Waste & Recycling / Organics - G W / Roll Off Services \$207,000.00 Annually

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than \$249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

[illegible]

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date _____



FIRM INFORMATION

Ware Disposal is exceptionally qualified to service your district and look forward to becoming your provider. We have maintained a perfect record with regards to safety while servicing your divisions and we will increase your recycling diversion percentage across all divisions of all materials we remove from all your campuses we service. We deliver all of the wastes and recyclables to our mixed waste resource recovery processing facility Madison Materials.

Importantly, we service all of the campuses with clean air vehicles using Compressed Natural Gas (CNG) and adding an electric service vehicle, which you will be the first customer to receive services from this type of truck. 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.

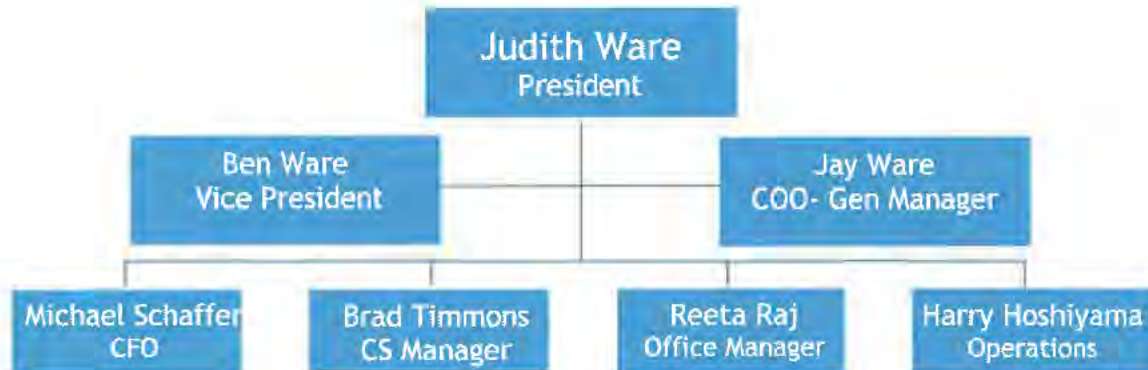
Overall, Ware Disposal has exemplary qualifications. Ware Disposal remains one of the longest standing, locally-owned and operated solid waste and recycling providers not only in Orange County, but also in Southern California; and it has secured a top 34 ranking in both Waste Age and Waste and Recycling 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
- Several thousand businesses serviced weekly
- Over 125 CNG Service Trucks + New Electric Service Vehicle
- 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 more detail within proposal.



EXECUTIVE & MANAGEMENT SUMMARY



Our Customer Service supervisors exist to provide daily guidance to CSRs with on-going customer service etiquette training, use of the Sof-Pak software system, reviewing and monitoring of telephone calls and emails, etc. Ware Disposal has a supervisor in each location to ensure company policies are followed at all times and to maintain our excellent record of customer service. Ware Disposal conducts monthly staff meetings to review prior CSR performance, provide new and refresher training courses, city rules and regulations and, in certain cases, field experience to actually understand the industry.

The normal training program from start to finish takes about four (4) weeks. All of Ware Disposal's supervisors have been employed by the Company for over five years and, in a number of cases, a decade or more.

Examples of daily CSR functions are as follows: scheduling waste assessments, answering questions from customers, taking orders for service, taking changes and special requests, entering in special item pick-ups, ordering service modifications, answering billing questions, establishing or terminating services, ordering temporary service, determining discount qualifications, etc.





KEY PERSONNEL

JUDITH HELAINE WARE / PRESIDENT & CEO

Judith has been the President and CEO of Ware Disposal Certified Women Owned Business (WBE) 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 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 65 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.

JAY WARE / GENERAL MANAGER

Jay Ware possesses 37+ 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 (30+ years). He possesses many years of practical experience that 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 maintenance and employees are well versed on what is processed and recycled, and what is not. Brad will assist in targeting key sectors of each division in all 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.

HARRY HOSHIYAMA / SENIOR OPERATIONS MANAGER

Harry has been the Senior Operations Manager for Ware Disposal for several years now. 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. He 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 2018. He is also the key individual involved in recruiting and training any new drivers and service staff needed.

REETA RAJ / OFFICE MANAGER

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.

The following summarizes the roles and responsibilities of key company personnel.

Role	Responsibility
Managers	<p>WDCO managers, academic and administrative, are responsible for ensuring that:</p> <ul style="list-style-type: none"> • Individuals under their management have the authority to implement appropriate health and safety policies, practices and programs; • Areas under their management have adequate resources for health and safety programs, practices, and equipment; and • Areas under their management are in compliance with WDCO health and safety policies, practices and programs.
Supervisors	<p>WDCO supervisors, including supervisors and Principal Investigators (PIs), are responsible for protecting the health and safety of employees and visitors working under their direction or supervision. This responsibility entails:</p> <ul style="list-style-type: none"> • Being current with and implementing WDCO health and safety policies, practices and programs; • Ensuring that workplaces and equipment are safe and well maintained; • Ensuring that workplaces are in compliance with WDCO policies, programs and practices, and • Ensuring that employees and visitors under their supervision or within their work areas have been provided with appropriate safety training and information, and adhere to established safety practices and requirements.
Staff	<p>Staff are responsible for:</p> <ul style="list-style-type: none"> • Keeping themselves informed of conditions affecting their health and safety; • Participating in safety training programs as required by WDCO policy and their supervisors and instructors; • Adhering to health and safety practices in their workplace; Advising of or reporting to supervisors potentially unsafe practices or serious hazards in the workplace, classroom or laboratory.



EH&S*	Environmental Health and Safety (EH&S) is responsible for: <ul style="list-style-type: none">• Reviewing legislation, recommending policies, and monitoring compliance with environmental and health and safety statutes and regulations and WDCO health and safety policies and programs;• Developing institutional safety and compliance programs and assisting departments and managers with implementation• Providing guidance and technical assistance to supervisors and managers in departments and other work units in identifying, evaluating, and correcting health and safety hazards;• Developing programs for the safe use of hazardous substances;• Providing training materials, assistance, and programs in safe work practices;• Providing guidance on effective emergency management and business continuity programs, and providing emergency response services for incidents involving hazardous materials;• Providing fire prevention, inspection, engineering and systems maintenance services; and• Hazardous waste management and disposal services.
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* While EH&S is responsible for developing and recommending relevant health and safety policies, institutional policy approval rests with other Ware Disposal authorities depending on the content of the proposed policies.

- Copy of the Proposer's safety plan and Injury and Illness Prevention Program including protocols and procedures
- Copy of the Proposer's annual safety training schedule, as well as annual safety training schedule for subcontractor's and facilities the Proposer plans to use during the term of the Agreement

In the following, Ware Disposal provides a detailed overview of our safety program and then details salient aspects of the safety features of our fleet of vehicles.

Each individual at Ware Disposal is expected to perform all work safely. Managers and supervisors shall establish and maintain a system of positive reinforcement and escalated discipline to support good health and safety practices. Safety performance shall be a part of every individual's role and responsibility as well as performance expectation and evaluation

Ware Disposal's program for providing a safe workplace for staff includes: facility design; hazard identification, workplace inspection and corrective action; shutdown of dangerous activities; and emergency preparedness. In addition to this general institutional health and safety policy, additional hazard specific policies and requirements may apply to different work and learning environments at Ware Disposal and will be found in Human Resources and with the various Operations Managers.



COMPANY HISTORY & PERFORMANCE ABILITY

Ware Disposal is a family-owned and operated, Orange County-based refuse and recycling company established in 1968. A certified woman-owned business enterprise, our growth this century has been phenomenal, with annual gross revenues growing from \$6.4 million in 2000 to \$60 million in 2023, making Ware Disposal one of the top 50 firms in waste and recycling in the USA by revenue. We also operate our own 950 tpd transfer station/MRF in Santa Ana, CA, have our own CNG fueling Station we also operate 3 other facilities in Fullerton Los Angeles and San Diego.

Ware Disposal currently operates in dozens of communities within five (5) counties in Southern California including the Counties of San Bernardino, San Diego, Los Angeles, Riverside, and Orange. We are the exclusive franchisee in five (5) communities, a nonexclusive franchisee in many others, and contract on an exclusive basis with **27 school districts and colleges**.

For the City of Los Angeles, we are the exclusive franchisee in the Southeast Zero Waste Zone. In this zone we provide services for over commercial and multifamily 2,000 accounts, including refuse, recycling, food rescue and organics recycling.

In Los Angeles County, Ware Disposal is the exclusive franchisee in three (3) unincorporated LA County communities (i.e., South Whittier, Lennox Garbage Disposal District, and East Charter Oak). We are also a semi-exclusive commercial franchisee in the City of Monterey Park.

Besides being a refuse and recycling hauler, Ware Disposal is an able processor and marketer of recyclable materials. Our wholly owned subsidiary, Madison Materials, operates a fully permitted materials recovery facility (MRF) and transfer station (SWIS# 30-AB-0386) that is co-located on our corporate campus in Santa Ana, CA. Madison Materials has a rated capacity of 950 tons per day. Together with our collection operations, Ware Disposal manages about 350,000 tons of refuse and recyclables annually, which equates to over 1,100 tpd. We have maintained more than 500 tpd on average for the past 15 years on a continuous basis.

Ware Disposal has provided commercial bin and roll-off service to over 10,000 customers across Southern California in both exclusive and nonexclusive environments, along with 20,000 + residential customers. We fully understand the nature and composition of the commercial waste stream. Ware Disposal has the required expertise to maximize the recoverability of the many materials comprising urban wastes and prevent wastes from being landfilled. In fact, an evaluation of cost effectiveness performed by a 3rd party consultant on all service providers in Orange County unincorporated areas in May 2021 showed that Ware Disposal was the most efficient and effective in terms of cost per diverted ton.





Below is a listing of our jurisdictional commercial franchises:

Jurisdictions	Franchise Arrangement	Services
Lennox District	Commercial & MF Exclusive	Commercial Bin, Roll-off & Carts
City of Los Angeles	Commercial & MF Exclusive	Commercial Bin, Roll-off & Carts
City of Monterey Park	Commercial Semi-Exclusive	Commercial Bin, Roll-off & Carts
County of Los Angeles	Commercial Exclusive	Commercial Bin, Roll-off & Carts
Cnty Los Angeles -S Whittier	Residential Exclusive	Bins & Carts
Cnty Los Angeles – Charter Oaks	Residential Exclusive	Bins & Carts
San Gabriel Valley West	Commercial Exclusive	Commercial, Residential Bins
City of Vernon	Commercial Nonexclusive	Commercial Bin, Roll-off & Carts
City of Pasadena	Commercial Nonexclusive	Commercial Bin, Roll-off & Carts
City of Montebello	Commercial Nonexclusive	Commercial Bin, Roll-off & Carts
City of San Diego	Commercial Nonexclusive	Commercial Bin, Roll-off & Carts
County of San Diego	Commercial Nonexclusive	MF & Commercial Bin, Roll-offs
City of Rancho Santa Margarita	Temporary Services	Roll Off Services
City of Lake Forest	Temporary Non-exclusive	Temp Bin & Roll Off Services
City of Thousand Oaks	Temporary Services	Roll Off Services
City of Los Alamitos	Temporary Semi-exclusive	Bins & Roll-off boxes
City of Vernon	Commercial Non-exclusive	Commercial Bin, Roll-off & Carts
City of Pasadena	Commercial Non-exclusive	Commercial Bin, Roll-off & Carts
City of Montebello	Commercial Non-exclusive	Commercial Bin, Roll-off & Carts
City of San Diego	Commercial Non-exclusive	Commercial Bin, Roll-off & Carts
County of San Diego	Commercial Non-exclusive	Commercial Bin, Roll-off & Carts
City of Costa Mesa	Commercial Non-exclusive	Commercial Bin, Roll-off & Carts
City of Irvine	Commercial Non-exclusive	Commercial Bin, Roll-off & Carts
City of Newport Beach	Commercial Non-exclusive	Commercial Bin, Roll-off & Carts

Ware Disposal has distinguished itself through its work with school districts, all of our school district are in compliance with AB 827, AB 341, and AB 1826 SB 1383 requirements.

School Districts	Exclusive Contract Services
San Bernardino County	
Claremont Unified School District	Commercial Bin & Roll-off; Organics & Recyclables
Upland Unified School District	Commercial Bin & Roll-off; Organics & Recyclables
Orange County	
Buena Park Unified School District	Commercial Bin & Roll-off; Organics & Recyclables
Centralia School District	Commercial Bin & Roll-off; Organics & Recyclables
Cypress School District	Commercial Bin & Roll-off; Organics & Recyclables
Irvine Unified School District	Commercial Bin & Roll-off; Organics & Recyclables
Los Alamitos Unified School District	Commercial Bin & Roll-off; Organics & Recyclables



Magnolia School District	Commercial Bin & Roll-off; Organics & Recyclables
Newport –Mesa Unified School District	Commercial Bin & Roll-off; Organics & Recyclables
North Orange County Community College District	Commercial Bin & Roll-off; Organics & Recyclables
Orange Unified School District	Commercial Bin & Roll-off; Organics & Recyclables
Rancho Santiago Community College District	Commercial Bin & Roll-off; Organics & Recyclables
Santa Ana Unified School District	Commercial Bin & Roll-off; Organics & Recyclables
South Orange County Community College District	Commercial Bin & Roll-off; Organics & Recyclables
Tustin Unified School District	Commercial Bin & Roll-off; Organics & Recyclables
Westminster Unified School District	Commercial Bin & Roll-off; Organics & Recyclables
Los Angeles County	
Central School District	Commercial Bin & Roll-off; Organics & Recyclables
Los Angeles Unified School District	Commercial Bin & Roll Off Organics & Recycling
El Monte Unified School District	Commercial Bin & Roll-off; Organics & Recyclables
El Segundo Unified School District	Commercial Bin & Roll-off; Organics & Recyclables
Garvey School District	Commercial Bin & Roll-off; Organics & Recyclables
Inglewood Unified School District	Commercial Bin & Roll-off; Organics & Recyclables
Lennox Unified School District	Commercial Bin & Roll-off; Organics & Recyclables
Little Lake School District	Commercial Bin & Roll-off; Organics & Recyclables
Lowell Joint School District	Commercial Bin & Roll-off; Organics & Recyclables
Norwalk-La Mirada Unified School District	Commercial Bin & Roll-off; Organics & Recyclables
Rowland Heights Unified School District	Commercial Bin & Roll-off; Organics & Recyclables
South Whittier School District	Commercial Bin & Roll-off; Organics & Recyclables
Walnut Unified School District	Commercial Bin & Roll-off; Organics & Recyclables
Riverside County	
Corona-Norco Unified School District	Commercial Bin & Roll-off; Organics & Recyclables



PROJECT APPROACH-OPERATIONAL PLAN

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 (blue bin) – Customers sort fiber, plastics, metals, glass, wood, and more	Collects and processes at Madison Materials for recycling (90% recovery)
2. Single-stream organics (green bin) – Customers sort organics	Collects and processes at Madison Materials for recycling into fuel and compost (90% recovery)
3. Single-stream refuse (black bin) – 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 40% 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 55% to 100% recovery depending upon material)

Ware Disposal will provide the following and as stipulated in the schedule of services in the RFP including numbers of containers and scheduling of services:

1. Complete front-end & back-end collection system with 3-bin/dumpster system
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 multimedia 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
9. Free deskside separation kits for each employee
10. Guaranteed compliance with AB-341, AB-939, AB-1826 & SB-1383
11. Special services on demand
12. Ware Disposal is able to provide all service components described in Section III of the RFP



RECYCLING COMPLIANCE & ZERO WASTE GOALS

Ware Disposal doesn't implement just one recycling plan it creates multiple recycling plans, for the simple reason ever district and or customer is different. The recycling we have done for your district has always gone above and beyond, by delivering your trash debris to a resource recovery facility to process and recycle as much as we can out of your waste stream which is so much better than delivering this material straight to a landfill for no diversion.

We have recycling bins throughout the district which are for comingled materials, these are serviced on a weekly basis to help the district achieve its diversion goals. We also service on a weekly basis a wide variety of green waste bins throughout the district to help achieve diversion for AB 1826. We also supply the district with temporary services or as needed services, such as E-Waste recycling, bulky item pickups, construction debris removal and other miscellaneous services. We provide containers for weekend community recycling events where we will rebate the proceeds to the district for the recycling debris that was collected and let the district pay out to the schools that were involved.

Ware Disposal will perform a waste audit if awarded the contract so we will be able to better assist the district with their recycling requirements and be able to implement additional programs to increase the recycling diversion rate for the district. Ware Disposal will maintain a minimum of 60% diversion for the district as long as we are the service provider. There are different services that are being requested within the bid package, meaning that there will be different materials or debris to be recycled. Different materials or types of debris will be categorized and will be delivered to the appropriate facility to ensure maximum diversion.

Zero Waste Assessment - Ware Disposal conducts zero waste assessments, our assessments will range from macro-level where we examine opportunities districtwide and to individual schools (i.e., micro-level) where the need for specific and tailored programs is required.

In this approach, we can easily identify "low hanging fruit" for immediate implementation. Our individual account assessments involve conducting a desk-top and/or onsite reconnaissance of the premises with representatives of the account to obtain specific information that can be used in analyses to select potential BMPs. The principal objective is to identify existing diversion efforts, qualify the integrity of current collection, classify wasting that is occurring, and ascertain policies and education that are needed at the account, if any, to support any future BMPs. Finally, we determine exactly what BMP will achieve the goal of reduce, reuse and recycle with the intent of saving money. When we conduct these assessments, we not only collect data of importance to diversion and zero waste, but we also obtain and verify account billing and service information. This makes this activity of prime importance and value to the district.

Ware Disposal Inc drivers are all union teamsters, all drivers are drawn from within that resource. Our drivers have to fill out several applications, from past and current health, to past and current driver's license they would have to pass a physical, pre-employment and random drug testing, finger printing is done prior to be awarded a position. All DMV checks are done to confirm driver's eligibility, along with back ground checks that coincide with the finger printing to make sure that the driver is legal and all information is correct. The driver will then go through a series of driver on the road tests, than a 30 day trial to make sure he is comfortable and has no issues with the service vehicle he would be driving.



DIVERSION PLAN AND INNOVATIVE IDEAS:

It is noteworthy that Zero Waste businesses achieve 90% levels of diversion from landfill by focusing on waste prevention and redesign, the twin elements and not by just separating and hauling recyclables to market. To that end, this diversion plan follows this script, provides immediate collection programs that process and market materials offsite, and develop long term programs that will prevent waste, reduce cost, and achieve much larger diversion in the future.

Ware Disposal offers a combination of collection and processing programs that aim to build a world without waste. At Ware Disposal, it's not about "out of sight, out of mind" but rather "we think; therefore, we recycle." We work closely with our customers to ensure that each has the right-sized service and the knowledge about ways they can reduce, reuse and recycle to save money. To implement the appropriate technology, we have organized our programs into commercial and residential silos. For the District, we'll describe our list of programs to be implemented.

Ware Disposal has long advocated the triple bottom line – people, planet and profits – and provided recycling services to our client base years before the advent of AB 939, the Integrated Waste Management Act of 1989. In partial recognition of this, Ware Disposal received a WRAP award in 2011 from Cal-Recycle for its outstanding contributions to diversion in Southern California. Typically, our Company sets a minimum goal of 55% diversion minimum goal for commercial sector materials, aiming for 75% and beyond. Our clean MRF, Madison Materials, processes nearly 175,000 tons per year. At Madison Materials, we have a 63% utilization rate -- three (3) times the industry average facility usage rate in So Cal, but still with capacity to spare – and our official facility diversion rate is 70%

Ware Disposal will provide expert source separated collection service as its primary mechanism to effect recycling with commercial and industrial accounts. We will also process all mixed waste collected from customers with bin or permanent roll-off box service whether they participate or not in our separate recyclable collection program or are not otherwise in compliance with the mandatory commercial requirements under AB 341. This means that everything we pick up is processed to optimize recycling. We've also converted food wastes to mulch at a rate of nearly 900 tons a year. Additionally, we've worked closely with edible food rescue organizations since 2017 to capture and redirect food away from landfills and to hungry mouths. Plus, we're currently working with our existing franchise administrators to bring additional organic waste collection services and more to each of our franchises in 2022.

Our program is identified below and followed by a description of how we assist accounts to right-size service and implement recycling solutions. This approach works as follows and is *absolutely integral* to achieving higher rates of diversion:



	What Accounts Do	What Ware Disposal Does
Pre-Collection	Develop and implement Best Management Practices (BMPs) that prevent wasting upstream and/or are managed onsite	Provide education, incentives, and programs intended to promote waste prevention BMPs that focus attention <i>upstream</i> of the collection containers and promote onsite management (see BMP discussion following the table)
Post-Collection	<i>For any material(s) that cannot be reduced or reused onsite, follow instructions below, items 1 – 6.</i>	<i>See Items 1 – 6 below in this table</i>
	1. Single-stream recyclables – District staff sort recyclable fiber, plastics, metals, glass, wood and more into a blue bin (per AB 341)	Ware Disposal collects blue bin materials and processes recyclable materials at Madison Materials for recycling (>90% recovery)
	2. Single-stream yard debris – District staff sort yard debris into a green container (per AB 1826)	Collect and process at Madison Materials for delivery to compost or mulch contractors (>90% recovery)
	3. Single-stream organics – Some District staff sort all food waste, food scraps and food-soiled paper into a dedicated food waste (brown) container (per SB 1383)	Collect food waste and process materials at Madison Materials or at a contractor's facility for delivery to anaerobic digestion or composting facility (>90% recovery)
	4. Roll off boxes – District staff place refuse/ recyclables into their containers	Collect and process all materials at Madison Materials for optimal recovery (ranging from 40% to >90% recovery depending upon material)
	5. Temporary containers – District staff place their discards into temporary containers	Collect and process all materials at Madison Materials for optimal recovery (ranging from 40% to >90% recovery depending upon material)
	6. Refuse bin w/organics conversion – District staff place refuse <u>and</u> their food wastes and compostable paper into the refuse Black bin	Collect refuse with organics and convert materials at Madison Materials' High Diversion Facility (HDF) or at a contractor's HDF for later delivery to an anaerobic digestion facility (>50% recovery by 2022 and >75% recovery by 2025 per SB 1383)

The Zero Waste hierarchy can be useful to assist accounts to right-size their services and implement P-R-C solutions. To get this started, Ware Disposal has a plan of action that uses four (4) simple steps that will be done.

1. Conduct zero waste assessments at every site that is having issues with recycling and start at the bin and work upstream to identify how and why wasting is occurring
2. Work with site facility managers to select Waste Prevention Practices that work onsite and upstream best for that location
3. Assist IRVCO staff and facilities to implement selected WPPs
4. Follow up and track the progress of WPPs



Our individual zero waste assessments involve conducting a desk-top and/or onsite reconnaissance of the premises with representatives of the school to obtain specific information that can be used in analyses to select potential WPPs and other programs. The principal objective is to identify existing diversion efforts, qualify the integrity of current collection, classify wasting that is occurring, and ascertain policies and education that are needed at the account, if any, to support any future WPPs and other diversion alternatives. Finally, we determine exactly what diversion alternatives will achieve the goal of reduce, reuse and recycle with the intent of saving money. In this approach, we can easily identify “low hanging fruit” for immediate implementation. Additionally, we can identify ways to optimize our routing to improve dry and wet waste processing.

ORGANIC WASTE RECYCLING PROGRAM

Ware Disposal (WD) SB 1383 Organic Waste Recycling Program consists of five simple steps. Our regular separate collection program for paper, glass, metals, plastics and such includes all organics fiber and textiles that are diverted to recycling markets. WD currently services well over 850 commercial customers throughout southern California for collection of food waste, resulting in the recovery of 2,855 tons annually. We've also converted food wastes to mulch at a rate of nearly 900 tons a year. WD has specialized vehicles for collection of organics and a secure agreement with Los Angeles County to dispose of the Organics for many years to come into the future. Ware has the ability to comply with the ever changing laws and Ware is currently educating clients and customers on SB 1383 and the requirements, and the need to comply.



All R&C accounts are afforded the opportunity to implement **upstream technological and AI solutions** (such as Winnow Technologies) to reduce collection cost. This is the essence of WD's *Distributed Organics Recycling Network* that is approved by Cal-Recycle and about which we discuss in our proposal. WD provides the education and training to assist to implement solutions like backyard composting, worm composting, grass-cycling and xeriscaping and micro-composting, micro-anaerobic digestion and dehydrators, for commercial accounts, as well as implement smart purchasing to reduce wasting. The DOR Network is one way that we can work with accounts to reduce their collection costs and build community composting and organic gardening. In fact, WD has offered to help subsidize these solutions!





Ware Disposal is engaged in **innovative post-collection solutions** using certified facilities for organics recycling including commercial composting and anaerobic digestion. We're focused on a program to utilize excess co-disposal AD capacity (in California there are almost 140 wastewater treatment facilities that utilize anaerobic digesters, with an estimated excess capacity of 15-30%). WD has a contract to supply organic slurry to OC Sanitation and it has contracts with San Bernardino-area composters.

Food rescue is an important component of our program. WD identifies edible food sources, locates connecting vehicular distribution systems, and works with redistribution agencies and nonprofits to get food to the needy – for instance, we use Abound, Food Cycle and Food Oasis. WD has been a pioneer in this effort in Los Angeles and other communities helping to feed literally hundreds of thousands of people.

Organic procurement through compost and mulch distribution to the County of LA, and through the purchase of RNG. All WD vehicles are CNG and can operate on RNG.



Proper Organics Recycling



Improper Organics Recycling





Edible Food Recovery Services

Madison Materials, Inc. is a solid waste facility permitted by Cal-Recycle (SWIS 30-AB-0386) that handles solid waste from 33 school districts and colleges delivered by Ware Disposal Inc in Los Angeles, Orange, San Bernardino, and Riverside Counties. Ware Disposal will work with the Montebello USD to implement a food recovery system for any locations you would like to implement.

These sites are an ideal environment for an edible food recovery program based on their sizable and stable population, With its solid waste facility Madison Materials serving as a central hub for a collection system, and by integrating this collection system with the premiere cloud-based food tracking and redistribution system operated by Abound Food Care, a non-profit organization that partners with businesses to create local food delivery systems, Madison Materials will be able to establish an effective Edible Food Recovery plan of action.

The MUSD is an excellent entity to collaborate with as according to the 2014 Second Harvest study, Hunger in America, there are more than 400,000 food-insecure people in Orange County including 1 in 7 children all of which are at school age or near school age.

Madison Materials' Edible Food Recovery pilot proposal will act as a template to expand to all locations by building an infrastructure that staff and administrators will find easy to follow and will be sustainable. The program will include training and education components including education for food service staff on best practices in reducing, preventing and diverting food waste, such as food share tables, student green teams and educational resource conservation projects. As a result of receiving grant funding Madison Materials has purchased refrigerated delivery vans, hired drivers, and partner with us match edible food to those most in need in the surrounding community.



We will train staff at each site to cool and then freeze excess edible food. The staff will then

pack the food in a Cambro cooler provided by Madison Materials. Staff will weigh the contents and report it on the ChowMatch app. Abound will take that information and match the food with a recipient and relay that information to Madison Materials' dispatch and in turn that information will be relayed in real time online to the Madison Materials' driver. The driver will then create a digital/paper receipt and have the cafeteria staff sign it upon pick-up, creating a paper trail as well as a digital record. On Tuesdays, the driver will pick up the frozen food from Thursday, Friday, and Monday's lunches and deliver it to the recipients. On Thursdays the driver will pick up food from Tuesday and Wednesday's lunches and deliver to the recipients. Each recipient of food will claim the donation on the ChowMatch app. There will be a three cooler system for each location, so the coolers are always in rotation and the sites always have an available cooler. This program will not only feed 76,500 meals to children and their families, but also reduce 17.91 tons of CO2 eq. emissions from the local landfills.



SUSTAINABILITY

Comprehensive Program for Sustainability and Diversion:



Ware Disposal plans to work diligently to assist with its waste stream and recycling programs, and in achieving its established goals, initiatives and objectives of enhancing the sustainability. Our operational program and education and outreach campaign will enhance the sustainability goals and objectives.

We know with our years of experience that the creation and nurturing of all divisions culture of sustainability is essential for any sustainability initiative to be effective. This culture will be represented at all locations as principles of sustainability become incorporated into fundamental decisions and actions. A campus culture of sustainability is a partnership among all employees customers and staff and Ware Disposal to implement sustainable programs on the properties 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, but also those of employees, faculty and staff in their lifestyle choices, consumption decisions, and their commitment to the improvement of their communities.

Once created, a campus-wide culture of sustainability will serve as a self-renewing and ever-growing resource. The campus 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 the year 2023-24 Ware Disposal Inc 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 thirty 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) and to introduce our first electric service vehicle 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>

Facility Design

Facilities are designed in a manner consistent with health and safety regulations and with standards of good design, construction and operation. Those departments charged with primary responsibility for the design, construction, and/or renovation of facilities, together with EH&S ensure that there is appropriate health and safety review of facility concepts, designs, and plans.

In case of disagreement between EH&S and the cognizant facilities department, the conflict shall be resolved by the General Manager.

Hazard Identification and Correction

Ware Disposal encourages employees to report health and safety hazards to their supervisors, managers, or EH&S. Employees shall not be discriminated against in any manner for bona fide reporting of health and safety hazards to Ware Disposal or to appropriate governmental agencies. Supervisors inform employees of this policy and encourage reporting of workplace hazards.

Supervisors assure that regular, periodic inspections of workplaces are conducted to identify and evaluate workplace hazards and unsafe work practices.

The frequency of inspections should be proportional to the magnitude of risk posed in the particular workplace.

Means of correcting discovered hazards and/or protecting individuals from the hazards are determined and implemented appropriately.

Unsafe conditions which cannot be corrected by the supervisor or manager are reported to the next higher level of management. Any individual, supervisor or manager who becomes aware of a serious concealed danger to the health or safety of individuals will report this danger promptly to the Department of EH&S and to the staff who may be affected.



Madison Materials Processing Facility

- Trucks bring dry waste to Madison Materials, a fully-permitted materials recovery facility or “MRF”
- Materials are dumped onto the tipping floor and then loaded on to a sort line
- After the material leaves the sort line, it is then baled and prepared for shipping to be recycled and reused



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 campuses, 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

Waste	Material	Example Products
Waste	Dry materials	Post-collection processing Fiber, glass, plastics
Recycling	Recyclable materials	Plastics # 1-7, white paper, metals containers, glass containers, glass jars, newspaper, mixed page, Junk mail, magazines, cereal boxes, Telephone books, milk containers
Cardboard	Cardboard boxes	Corrugated cartons
Green	Yard debris	Lawn clippings, branches, leaves, Brush, sawdust, trimmings
Organics/Food	Organic wastes	Compostable food, donated food, rescued meals
Construction and Demolition Material	C&D materials	



SAFETY & ROUTE OPERATIONS:

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 campus with an empty truck to limit the weight factor to any of the campuses road ways. This will also allow my drivers to service all the frontload containers (20-25 per hour) without leaving the campus and being on the campuses less is a benefit to all. For the most part there will be a single driver per truck but we have learned that during the end of the year we man the truck with two drivers in order to accommodate the additional trash and recycling flow because of moving out. 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.



DRIVER'S VEHICLE INSPECTION REPORT
IS REQUIRED BY THE CALIF. RESIDENT MOTORIST SAFETY REGULATION

CARRIER: Ware Disposal
ADDRESS: 1451 Alameda Ave
DATE: 7-21-22 TIME: _____ A.M. _____ P.M.
ORIGINALLY DEVELOPED BY THE CALIF. HIGHWAY PATROL

TRACTOR/
TRUCK NO. 95 ODOMETER READING 196116

<input checked="" type="checkbox"/> Air Compressor	<input checked="" type="checkbox"/> Front Axle	<input checked="" type="checkbox"/> Safety Equipment
<input checked="" type="checkbox"/> Air Lines	<input checked="" type="checkbox"/> Fuel Tanks	<input checked="" type="checkbox"/> Fire Extinguisher
<input checked="" type="checkbox"/> Battery	<input checked="" type="checkbox"/> Horn	<input checked="" type="checkbox"/> Plug-Plated Fuses
<input checked="" type="checkbox"/> Belts and Hoses	<input checked="" type="checkbox"/> Lights	<input checked="" type="checkbox"/> Fuel/Grease Tanks
<input checked="" type="checkbox"/> Body	<input checked="" type="checkbox"/> Head/Stop	<input checked="" type="checkbox"/> Spare Tires and Pumps
<input checked="" type="checkbox"/> Brake Accessories	<input checked="" type="checkbox"/> Turn/Flash	<input checked="" type="checkbox"/> Spare Seat Belt
<input checked="" type="checkbox"/> Brakes, Parking	<input checked="" type="checkbox"/> Turn Indicators	<input checked="" type="checkbox"/> Stair
<input checked="" type="checkbox"/> Brakes, Service	<input checked="" type="checkbox"/> Clearance Marker	<input checked="" type="checkbox"/> Steering
<input checked="" type="checkbox"/> Clutch	<input checked="" type="checkbox"/> Mirror	<input checked="" type="checkbox"/> Suspension System
<input checked="" type="checkbox"/> Coupling Devices	<input checked="" type="checkbox"/> Muffler	<input checked="" type="checkbox"/> Tire Chains
<input checked="" type="checkbox"/> Driveline/Hoiler	<input checked="" type="checkbox"/> Oil Pressure	<input checked="" type="checkbox"/> Tire
<input checked="" type="checkbox"/> Drive Line	<input checked="" type="checkbox"/> Radiator	<input checked="" type="checkbox"/> Transmission
<input checked="" type="checkbox"/> Engine	<input checked="" type="checkbox"/> Water Pump	<input checked="" type="checkbox"/> Trip Recorder
<input checked="" type="checkbox"/> Exhaust	<input checked="" type="checkbox"/> Reflectors	<input checked="" type="checkbox"/> Wheels and Rims
<input checked="" type="checkbox"/> Front Window		<input checked="" type="checkbox"/> Windshield
<input checked="" type="checkbox"/> Door Latches		<input checked="" type="checkbox"/> Windshield Wipers
<input checked="" type="checkbox"/> Frame and Assembly		<input checked="" type="checkbox"/> Other

TRAILER(S) NO.(S) _____

<input checked="" type="checkbox"/> Brake Connections	<input checked="" type="checkbox"/> Hitch	<input checked="" type="checkbox"/> Suspension System
<input checked="" type="checkbox"/> Brakes	<input checked="" type="checkbox"/> Landing Gear	<input checked="" type="checkbox"/> Turntable
<input checked="" type="checkbox"/> Coupling Devices	<input checked="" type="checkbox"/> Lights - Air	<input checked="" type="checkbox"/> Tires
<input checked="" type="checkbox"/> Coupling (Hog) Pin	<input checked="" type="checkbox"/> Reflectors/Reflective Tape	<input checked="" type="checkbox"/> Wheels and Rims
<input checked="" type="checkbox"/> Doors	<input checked="" type="checkbox"/> Road	<input checked="" type="checkbox"/> Other

Remarks: sent to Garage A

CONDITION OF THE ABOVE VEHICLE: SAISFACTORY

☒ ABOVE DEFECTS CORRECTED

☒ ABOVE DEFECTS WERE NOT RECORDED FOR SAFE OPERATION OF VEHICLE

INSPECTOR'S SIGNATURE: _____ DATE: 7-21-22

DRIVER'S SIGNATURE: _____ DATE: 7-21-22

ORIGINAL

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U.S. DEPARTMENT OF TRANSPORTATION



Safety is a core value at Ware Disposal and it is committed to continued advancement of an institutional safety culture with strong programs of personal safety, accident and injury prevention, wellness promotion, and compliance with applicable environmental and health and safety laws and regulations.

Ware Disposal makes all reasonable efforts to:

- Promote occupational and personal safety, health and wellness;
- Protect the health and safety of Ware Disposal Inc. employees;
- Provide information to staff about health and safety hazards;
- Identify and correct health and safety hazards and encourage staff to report potential hazards;
- Conduct activities in a manner protective of the environment, and inform the Ware Disposal Inc. community regarding environmental impacts associated with institutional operations; and
- Maintain a risk-based emergency management program to reduce the impact of emergency events to the Ware Disposal client's communities.

Adherence to good health and safety practices and compliance with applicable health and safety regulations are a responsibility of all staff. Line responsibility for good health and safety practice begins with the supervisor in the workplace and proceeds upward through the levels of management. For detailed guidance on individual safety responsibilities under Cal/OSHA, refer to Ware Disposal's IIPP found in Tab 15 in Volume II. The operations managers at various Ware Disposal facilities have oversight authority for the Ware Disposal safety program.

Final responsibility for health and safety policy and programs rests with the President of the Company and/or the General Manager.

SERVICE VEHICLES & EQUIPMENT

Ware Disposal Inc will be servicing the MUSD properties with Compressed Natural Gas (CNG) service vehicles and introducing the first wave of electric waste and recycling service vehicles all that have GPS tracking, waste auditing, 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 district have been with our company more than 12 years and are union teamsters. There are different services that are being requested by the MUSD meaning that we will be several different vehicles to accommodate those services, below I have itemized the service vehicles we in vision using throughout the district as well as pictures to help identify our vehicles. Ware Disposals number one goal is safety first, we provide services to over 27 school districts and have maintained a perfect safety record to date.

FRONTLOAD SERVICE VEHICLES

9-CNG-4x4-Peterbuilt Front Bin Loaders

**ROLL-OFF SERVICE VEHICLES**

3-CNG-Peterbilt Roll Off



CNG ORGANICS SERVICE VEHICLE

Our organics truck will service the campus by swapping out the organic's carts with new clean carts for each service.

CNG BULKY ITEM SERVICE VEHICLES

We have 2 different service vehicles for bulky items service, depending upon the debris that is being removed you will have one or the other service vehicles service your site.



SCOUT SERVICE & BIN ASSIST VEHICLE

Our scout service bin assist vehicle will be another vehicle we will utilize to remove bins from tight areas and specific schools.





Ware Disposal, Inc. one of the 50 largest waste disposal companies in America and environmental services leaders, is committed to using fully integrated electric recycling and waste collection trucks while serving the properties. With several supplier partnerships, the company is making the most significant commitment to electrification in the industry. Ware Disposal, Inc as an environmental services provider has huge emissions reduction targeted goals. With the introduction of the first fully integrated electric recycling and waste collection truck, Ware Disposal, Inc is progressing toward hiring its goal.

Ware Disposal Inc. will begin operating two fully integrated EV waste trucks this fall. Perhaps more importantly, [electric garbage trucks](#) will represent half the new trucks purchased over the next five years.

Ware Disposal believes the waste and recycling collection business is perfect for going electric. The trucks run consistent routes and are left to sit overnight.

Perhaps, more importantly, gas-powered garbage trucks travel throughout communities, often idling to pick up and load waste, releasing harmful emissions everywhere they go, often for prolonged periods.

Electric garbage trucks, on the other hand, offer zero emissions to promote cleaner air in our communities, are nearly silent, and can save cities on maintenance and gas expenses. Ware Disposal is setting an example for the industry by setting a clear roadmap to electrify its fleet.





Ware Disposal Slow Fuel CNG Station



3 Yard Trash



3 Yard Co-Mingled Recycle



3 Yard Green Organics





40 Yard Open Top



10 Yard Lowboy





Misc Safety & Technology Information

Planned information technology roadmap (i.e., detailed timeline) for meeting all technology requirements of the District rubbish and diversion program goal by the start of the transition period, including but not limited to: acquisition or expansion of hardware, software, network services, data and/or call center facilities, training of staff on technical systems.

Every technology requirement stipulated by the District rubbish and diversion plan goal is ready to be deployed upon receipt of authorization to proceed. There is no need to acquire or expand hardware, software, network services, data and call center facilities, training, etc. Ware Disposal was thoroughly tested by its acceptance of the City of Los Angeles Zero Waste Franchise in Southeast Los Angeles; and the results of the systemic requirements far exceeded the requirements of the typical franchise environment. As a result, Ware Disposal vehicles all have state-of-the-art safety systems; our dispatch, routing, monitoring and reporting, and data/call center systems now greatly surpass what the typical franchise requires.

Ware Disposal maintains state-of-the-art web-based communication and outreach systems, and its call center and cloud-based on-board computerized data systems allow for real time updates as well as provide notifications on school/office support requests. Ware Disposal will review its systems to assure the compatibility of Soft Pak and the call center system in conjunction with the District's SAP software.

Our web page can easily provide a school/office web self-service system to allow for tracking current location of vehicle, service level history, service schedule and reduced service periods. Here is a view of our web site that includes accessibility functionality as well click to call and form-based communications. We have the capability to add other functionality as well to meet the most stringent needs of the District.





Ware Disposal will utilize its project management system to track and report school/office outreach and educational activities. Our subcontractor, SEMCO, is well versed in assessment of education and outreach measurement and their effects with over 20 years' experience in leading over 50 communities' outreach and education programs. Currently, SEMCO is working with the Santa Monica College CTE Program in Sustainability Systems and Technology curriculum, and Recycling and Resource Management curriculum. A major facet of this activity has been tracking the pathways and educational outcomes of students for the state chancellor's office and SMC college administration.

Field Operations, technical approach, including software, hardware and processes relating to how the Proposer will:

- Track and provide details on each site service levels and extra services provided,
- Track and provide details on vehicle inventory,
- Provide hauling route details and updates,
- Track and provide details on vehicle inspections, location data and vehicle operational data,
- Capture and provide photographic and/or video surveillance in a digital format,
- Track and submit details relating to accidents, incidents or collisions, and
- Track and submit details relating to personnel training, licenses, and safety.

Our vehicles have many features that fully fit with the desires and requirements of the District. These include:

1. Day and night vision cameras on each side of the truck
2. Side guards
3. Enlarged side and cross view mirrors custom-fitted to the front of each truck to allow for a wider front and side view of the vehicle, (4) easily visible placarding and labeling, and
4. Low overhead clearance by placing CNG equipment behind the cab rather than atop the truck body
5. Dual-station cab with two nearly identical work environments including dual controls for the parking brakes, HVAC system and stereo
6. Angled console sides for easy visibility and access to the same controls and displays from the right and left
7. An enhanced HVAC system for improved airflow and climate control
8. Pantograph wipers that cover 27 percent more of the windshield than previous designs for increased safety during inclement weather

The Pre-View Side Defender®II (shown in pictures on the next page) is the industry's most advanced side collision avoidance solution. It has been developed specifically for over-the-road truck operators and city service and delivery drivers

According to independent research, the incidence of highway and urban collisions is rising by almost 10% per year. PRECO is driven to design technology that assists heavy duty vehicle operators to mitigate these avoidable accidents.

The Side Defender®II system actively warns operators with audible and visual alerts, in order for them to take the appropriate actions to mitigate collisions. Additionally, it has the ability to integrate with telematics applications, vehicle control systems, vision systems or other sensors using industry standard communications.

As part of the Side Defender®II system, the Pre-View® v2 in-cab display equips operators with more intuitive audible and visual alerts while offering installers more flexibility and time savings. For retrofit applications, the new display can provide a GPS based vehicle speed message, while OEMs and bodybuilders can connect the display directly to the vehicle CAN-bus for vehicle speed information.

All of the trucks to be operated in the City will be outfitted with the Side Defender®II system and Pre-View® v2 in-cab display system.





Our systems track and provide details on generator services including locations, lifts, bin contents, bin levels, and recordation of extra services. Furthermore, our system completely tracks and provides details on existing vehicle inventory, while providing hauling route details and updates.

d. Solid Resources Collection, technical approach, including software, hardware and processes relating to how the Proposer will track and report on quantities of solid waste, recyclables, and organics collected.

Ware Disposal utilizes appropriate technologies (i.e., software and hardware as identified above) to meet the District's needs for field operations data reporting. All of our hauling vehicles are equipped with data recording capabilities to capture data from global positioning system (GPS) devices, vehicle dynamics monitoring, lift monitoring, container Identification (ID) readers and engine performance monitoring systems. This data is communicated from the truck in real-time and maintained directly through our cloud-based Soft-Pak data management system. These systems also allow for the monitoring of fuel consumption, idle time, unsafe driving practices, vehicle maintenance, engine emissions, and container lifts. Please note that all of our fleet operates on low emission fuel (CNG and RCNG).



e. Cost and Fee information technical approach, including software, hardware and processes relating to how the Proposer will track and provide details for school/office billing, gross weight receipts, fees and liquidated damages due to the District Authorized Representative.

Every technology requirement stipulated by the District rubbish and diversion plan goal is ready to be deployed upon receipt of authorization to proceed. There is no need to acquire or expand hardware, software, network services, data and call center facilities, training, etc. Ware Disposal was thoroughly tested by its acceptance of the City of Los Angeles Zero Waste Franchise in Southeast Los Angeles; and the results of the systemic requirements far exceeded the requirements of the typical franchise environment. As a result, Ware Disposal vehicles all have state-of-the-art safety systems; and our dispatch, routing, monitoring and reporting, and data/call center systems now greatly surpass what the typical franchise requires.

Ware Disposal maintains state-of-the-art web-based communication and outreach systems, and its call center and cloud-based on-board computerized data systems allow for real time updates as well as provide notifications on school/office support requests. Ware Disposal will review its systems to assure the compatibility of Soft-Pak and the call center system in conjunction with the District's SAP software.



Ware Disposal always works closely with its clientele to fulfill requirements relating to systems integration and data exchange. A significant example was our work with the City of Los Angeles to develop and integrate our Soft-Pak vehicle operation, routing, communications, and dispatching system into a completely cloud-based, responsive management system shared with the City of Los Angeles. This was neither easy nor inexpensive. It took several months prior to the official startup of the Zero Waste Zones in the City of Los Angeles for us and the City to link and debug our systems. It also took additional time and effort to work out problems that emerged after startup. The District will receive the benefit of this experience if it selects Ware Disposal for the East and Central local districts.

g. Additional detailed information relating to data backup and storage plans and procedures; and use of additional software that will enhance the Proposer's ability to implement and manage a District.

Ware Disposal maintains a state-of-the-art data management system called Soft-Pak® with data backup, cloud-based storage, and system procedures in case of breakdowns and outages. With Soft-Pak, once data has been inputted to the hard system, it's stored both locally and in the cloud. The system saves itself every ten minutes, meaning there's virtually no chance to lose any data in case of a breakdown or outage.

The Soft-Pak® suite of products is a complete operational software solution that delivers the power and flexibility to succeed in today's competitive waste hauling marketplace. Whether a firm is an industry-top 20, a municipal operation, or a mid-size hauler with a single facility, Soft-Pak effectively manages your operations. With Soft-Pak, all customer service, billing, routing, and operational information is available for users in a controlled and easy to access system.

Operations

In-Cab Computing

Routing



Billing



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 campus personnel via their email, and contain all the information that need to understand the campus recycling program and fully participate. We can also print a distribution to departments at each site.
2. We will also prepare education & training materials. Among the items that can be distributed to students will be a how-to rack compostable paper or seeded also will have short informative including recycling, source waste, anti-toxicity, and smart view online on their Internet-tablets and iPads and laptop 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 campuses will find engaging and important. Our informative videos and downloads will empower everyone at the campuses 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.



complimentary multimedia for faculty, staff and students. easily distributed to first year card that will be composed of for immediate planting. We videos about a variety of topics reduction, composting, e-purchasing that anyone can connected smart phones, computers. Importantly, these be prepared by our exclusive Professor Jon Michael Huls,





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!

Zero Waste Symposium Presentation





SUSTAINABILITY IN THE CITY



Just a few miles from the coast of Southern California, in Orange County (OC), is the city of Costa Mesa.

Originally home to Native American inhabitants, the plateau above Newport Beach was home to the suburban farming community of Harper until 1920, when it changed its name to Costa Mesa, Spanish for coastal tableland.

Today, it is flourishing as a world-class city, featuring some of the best restaurants, retail centers, and cultural arts. Moreover, it is home to the [South Coast Plaza](#), a renowned international shopping destination with more than 250 luxury and fashion boutiques, as well as 30 restaurants, located adjacent to Segestrom Center for the Arts.


Costa Mesa is conveniently less than an hour's drive from the sprawling metropolis of Los Angeles (LA), and to ensure that it becomes the perfect antidote to LA's heavy traffic and a great place for people to live, work, and play, the first Energy and Sustainability Services Manager for City of Costa Mesa, Salem Afeworki, is leading the environmentally-friendly initiatives and programs.

"Transportation is an issue that needs addressing to reduce emissions and improve air quality, but getting people out of their cars is difficult. LA has been trying to increase different modes of transportation for decades now, whether it's more buses, expanded bike lanes, or better, cleaner, and more efficient microtransit options," opens Afeworki.

One way to reduce emissions is with electric vehicles (EVs), and City of Costa Mesa has been proactively investing in zero-emission vehicles (ZEVs) and infrastructure for the last five years. It currently has 10 EVs, 10 hybrids, and an e-shuttle bus in its fleet, which serves the City of Costa Mesa Senior Center and was made possible through a grant from the Volkswagen Environmental Mitigation Trust.

"My team is also exploring ZEV options for the Costa Mesa Police Department - which is very exciting!" adds Afeworki.

Transport electrification is not the only subject on Afeworki's agenda; the development and implementation of citywide programs, policies, and initiatives to reduce Costa Mesa's carbon footprint, increase resource efficiency, minimize waste generation, and enhance the natural and built environment all fall under her jurisdiction. ■



In the heart of Orange County, California, environmental stewardship and climate action are at the core of Costa Mesa and the City Council. Energy and Sustainability Services Manager, Salem Afeworki, shares the plans to reduce greenhouse gas emissions and waste citywide

Writer: Rachel Carr | Project Manager: Ben Weaver

"I work with various City of Costa Mesa departments, community-based organizations, regional and state agencies, and the business community to build a stronger, more sustainable, and equitable city together," Afeworki explains.

This is alongside overseeing sustainability policies, projects, and initiatives with diverse focus areas including but not limited to energy, mobility, waste, green spaces, ecosystems, the economy, internal capacity building, and green jobs.

Indeed, Afeworki is the first sustainability leader in the City of Costa Mesa's history to lead citywide efforts in advancing sustainability, clean energy, climate action, and resilience.

SUSTAINABLE SPACES AND PLACES

In California, the biggest source of greenhouse gas (GHG) emissions comes from the transportation sector. As such, Afeworki is personally interested in emerging technologies and R&D investments in better EV batteries, energy storage, vehicle-to-grid (V2G), and hydrogen fueling stations.

"In 2021, we installed four Level II EV charging stations and one Level III EV charging station at the City Hall. The availability of these highlights City of Costa Mesa's commitment to environmentally-friendly programs, initiatives, and technologies that build resilient communities and infrastructure.

"All Costa Mesa residents, City

of Costa Mesa employees, and commuters from neighboring cities will be able to benefit from this publicly available EV infrastructure, which is convenient and accessible 24/7. This project won the American Society of Civil Engineers Orange County's Energy Project of the Year!" Afeworki proudly states.

The city's approach to transforming transportation services into eco-friendly options is multi-faceted, as sustainable public transport needs to be affordable.

Therefore, City of Costa Mesa is increasing the ease of use for active modes of transportation such as walking, biking, and rolling.

It also ensures safe and comfortable access to the 10 bus routes that serve the city while exploring alternative

COMMUNITY OBLIGATIONS ON THE CITY OF COSTA MESA RADAR

EVENTS

- City of Costa Mesa has actively participated in community events to raise awareness and educate the public about Senate Bill (SB) 1383, including the annual Earth Day Festival, where compost and recycling bins are given away.
- An educational booth at Eco Expo hosted by the Costa Mesa Sanitary District.
- Dump Day is a collaborative effort between City of Costa Mesa, the California Department of Transportation, Goodwill of Orange County, and the office of Cottie Petrie-Norris to collect abandoned items and provide paper shredding services.

STRATEGIC PARTNERSHIPS

- Thanks to its strategic outreach and partnership with community members, City of Costa Mesa has achieved several notable accomplishments in its organic recycling efforts. Working collaboratively with seven haulers, it has successfully rolled out a comprehensive organic recycling program, ensuring that multi-family residents and businesses can easily comply with SB 1383 requirements. The Costa Mesa Sanitary District also played a pivotal role

by implementing programs for single-family and multi-family properties up to four units.

- City of Costa Mesa has also made significant strides in procurement, actively purchasing compost and mulch from OC Waste & Recycling. Its landscape contractor incorporates this compost and mulch into its operations, further reducing organic waste in landfills.
- Furthermore, City of Costa Mesa has partnered with Abound Food Care on food recovery programs that help businesses comply with SB 1383. A detailed list of food donation organizations is available online, offering residents and businesses an opportunity to reduce food waste and combat food insecurity.

NOTABLE ACHIEVEMENTS

- In 2022, City of Costa Mesa achieved a remarkable 482 percent increase in organic waste recycling, diverting 3,335 tons of organic waste from landfills. This represents an increase of 1,635 tons and is a testament to the commitment and dedication of the community to embrace sustainable practices.
- Residents and businesses are critical in crafting a sustainable future and combating the urgent climate crisis. City of Costa Mesa appreciates the community's partnership in organic recycling efforts and looks forward to furthering its impact in the coming years.



Chevrolet Bolt EV, part of City of Costa Mesa's green fleet

"I AM HOPEFUL THAT TOGETHER, WE WILL FIND A WAY TO MEET OUR LOCAL AND GLOBAL CLIMATE AND SUSTAINABLE DEVELOPMENT GOALS"

- SALEM AFEWORKI, ENERGY AND SUSTAINABILITY SERVICES MANAGER, CITY OF COSTA MESA

mobility options such as microtransits, and has deployed two solar-powered EV charging stations – one at the senior center and another in the city's maintenance yard.

"I recently testified before the California Senate on ZEV infrastructure challenges and opportunities as there is a lot of work to do locally to meet the state's carbon neutral goal, but I am excited to be working on addressing local issues and thriving daily to remove barriers toward a decarbonized and sustainable world," voices Afeeworki.

Clean mobility options are not the only eco-friendly element of Costa Mesa; there are a plethora of green

spaces for relaxation if residents and visitors to the city want a break from commuting.

Costa Mesa has over 30 parks, the largest of which is Fairview, hosting 195 acres of open space, two Nationally Registered Cultural Resource Historic Sites, and five distinct habitat ecosystems that are home to many rare and endangered plant and animal species.

The park also acts as a regional gateway to the Santa Ana River Trail, the Orange Coast River Park, and the adjacent Orange County Talbert Regional Park, offering users multiple passive recreational opportunities such as picnicking, kite flying,

wildlife observation, environmental education, and seven miles of trails for walking and cycling.

The abundance of green space is shared by over 110,000 Costa Mesa residents over 16 square miles (sqm) of the city.

CHANGE FROM A BILL

Waste management is a huge focus for City of Costa Mesa. As a result of the SB 1383, municipalities have collectively turned their sights to organics recycling to address the climate crisis.

It sets ambitious goals for California, including a target to reduce 75 percent of organic waste in landfills by 2025 and save at least 20 percent of uneaten food for redistribution to those in need.

Organic materials such as food scraps and yard trimmings account for 50 percent of landfill waste and are responsible for producing 20 percent of California's methane gas – a GHG that is 84 times more potent than carbon dioxide. ■



WARE

DISPOSAL, INC.

A COMPANY PROMOTING PEOPLE, PLANET AND PROSPERITY

Ware Disposal Inc., a Santa Ana, California-based integrated solid waste management provider, has a 55 year history of promoting people, the planet, and profits through its provision of service across Southern California.

Ware Disposal Inc. commenced operations in the City of Los Angeles in 1968, as the brainchild of Ben and Judith Ware. Three years later, they relocated the company to Santa Ana in Orange County to take advantage of the tremendous opportunities afforded during the County's significant growth period.

In the mid-1990s, their son Jay joined the company as General Manager, to lead Ware Disposal Inc. into the 21st century. During his tenure that growth has increased 15-fold and has earned the company a place on Waste Age's Top 50 solid waste management firms in North America. Today, as a result of promoting people, the planet, and profits, Ware Disposal Inc. serves over 20,000 residential and 5,000 commercial customers every week.

The consistent pattern of growth has led the company to expand its operations

from a construction trailer and small lot to a corporate headquarters in Santa Ana and three satellite operations yards in Fullerton, Los Angeles, and San Diego. In an effort to protect the planet, Ware Disposal Inc. installed a compressed natural gas station at its Fullerton satellite facility in 2011 through a partnership with Clean Energy Fuels.

As for its people, Ware Disposal Inc. has been represented for 22 years by Teamster Local Union 396, a relationship the company appreciates. The company also remains proud to offer its driving and mechanic personnel a wage and benefit package commensurate with its location in Southern California. We remain quite proud that we did not implement any layoffs as a result of the COVID-19 pandemic, whereby we maintained employment for all of our employees during that most difficult of times. Because of our commitment to our people, we did not lose any staff during that period.



Additionally, as part of protecting the planet and promoting profits between it and its customer base, the Ware family realized a long-held dream by securing City Council approval of its large volume transfer station, Madison Materials, in September 2000. This facility remains one of the most urban transfer stations in California, as it is seven blocks from downtown Santa Ana. The facility officially opened for business in August 2002 and secured a Cal-Recycle permit in 2004. The facility's primary focus upon opening was to provide a venue for other solid waste firms and self-haulers and a place to dispose of construction and demolition waste in central Orange County, as the area had not yet concluded its growth period. However, the facility's permit also allowed Madison to handle other parts of the waste stream, including dry waste, recyclables, green waste, and electronic and universal waste. This provided Ware Disposal Inc. the ability



WARE

DISPOSAL, INC.

www.ware.com

to promote itself under the planet moniker, that the company could offer a full array of services to its existing and future client base and handle nearly all portions of the waste stream internally, thus presenting its customer base the ability to "profit" off the closing of the loop.

Ware Disposal Inc. operates in a number of Southern California jurisdictions, including the following for commercial, multi-family, and industrial services:

- City of San Diego, where it is one of only six commercial, approved providers
- County of San Diego
- City of Costa Mesa
- City of Irvine
- City of Newport Beach
- Temporary/construction and demolition services to the Cities of Lake Forest, Los Alamitos, and Rancho Santa Margarita
- City of El Segundo

- City of Montebello
- City of Monterey Park
- City of Pasadena
- City of Santa Fe Springs
- City of Santa Monica
- City of Torrance
- City of Vernon
- City of Thousand Oaks
- Thirty school and community college districts, including one of three providers for the Los Angeles Unified School District

While Ware Disposal Inc. treasures our relationship with the aforementioned jurisdictions, we have a heightened and special relationship with the City and County of Los Angeles.

As it relates to the City of Los Angeles, Ware Disposal Inc., through the dedicated work of its staff (people), was able to secure one of the seven franchises as part of the City's pioneering recycLA program. Ware



Disposal Inc. was awarded the Southeast zone, a zone of 2,000 customers south of downtown Los Angeles. In 2017, it represented the most explosive growth period in the company's long history. As a result of its people-oriented approach, Ware Disposal Inc. experienced few issues during



service to approximately five hundred textile customers in the Southeast zone. We have engaged with the city and various NGOs in the city and across the state to identify potential solutions to recycle textile waste. It remains the company's position that there is a much better use of over 24,000 tons per annum of textile waste and it will explore any and all options to prevent this part of the waste stream from being landfilled. The company desires to be a large actor in developing a solution to textile waste, as it handles among the most textile waste of any solid waste provider nationwide.

As it relates to the County of Los Angeles, the company has realized substantial franchises with that agency over the last fifteen years, including the following:

- East Charter Oak community, to provide exclusive residential collection services;
- South Whittier community, to provide exclusive residential collection services;
- Lennox Garbage Disposal District, to provide exclusive residential and commercial collection services.



Waste Disposal Inc. has provided service to the East Charter Oak community for fifteen years and represents the company's third overall residential franchise in the company's history. As to the other two communities, Waste Disposal Inc. has entered a sixth year of service to both. One of the new programs we have implemented in all three communities is a twice-per-annum compost and mulch giveaway event in the Spring and Autumn seasons. The company understands its responsibility to return both products to residents as a way to close the loop between collected green waste and resultant products that can benefit them. These events are wildly popular with the residents in all three communities, so much so that the company

runs out of both materials within two hours! Additionally, when the County of Los Angeles decided to exclusively franchise commercial collection, Waste Disposal Inc. was awarded the San Gabriel Valley West franchise, which encompasses an area from Monrovia/Arcadia to Pasadena. Waste Disposal Inc., through that action, became one of only four exclusive commercial franchisees in the County of Los Angeles.

As always, through Jay Ware's inspired leadership, the company looks to the next innovation, the newest technology the industry has to offer. The next innovation is the electric vehicle (EV). Waste Disposal Inc. intends to take delivery of its first EV in 2024. The newest technology would be the OREX extrusion machine at Madison Materials. This technology will allow Waste Disposal Inc. to reduce the amount of collected waste going to landfill disposal. It will allow the company to get into SB 1383 compliance and further reduce planet-warming gases from the atmosphere. Implementing both technologies would position Waste Disposal Inc. well for the remainder of the current decade and going into the next decade.



But, back to the people, planet, and profits. Waste Disposal Inc. would not be as successful as it is today without cherishing its relationships with its clients (people) and working collaboratively with them to design waste reduction practices (planet) to achieve the State of California's ambitious climate action goals. When both work in concert, it produces a wide array of profits not only for both parties, but for the larger society.

Waste Disposal Inc. survived the industry consolidation of the 1990s, early 2000s, and has emerged as a much stronger force in the industry in Southern California. The company steadfastly embraces all of the challenges presented as a result of the implementation of SB 1383, as well as the recently enacted electric vehicle fleet rules from the California Air Resources Board.

People, planet, and profits...there's no better corporate approach to achieving larger societal goals for all.



edisposal.com

the service transition period in 2017 because it already possessed the ability of working with individual customers to transition service to us on a daily basis and to anticipate what their service needs would require.

As part of the recycLA program, the company sincerely appreciates working with various food rescue non-governmental organizations to recover edible food to provide to the food insecure population within metropolitan Los Angeles. We have partnered with Food Forward and St Francis Center (people) to prevent edible food from being landfilled (planet) and providing savings across the board (profits) to various actors as part of the City of Los Angeles. Waste Disposal Inc. rescues upwards of one hundred tons of edible food per month since 2018, which also saves on the production of global warming greenhouse gases.

In addition, Waste Disposal Inc. provides

"Recognizing that cities, businesses, and residents all have a role to play in reducing organic waste in landfills, SB 1383 holds both an opportunity and a challenge for everyone. City of Costa Mesa has taken proactive steps to partner with its community and build a greener future," Afeworki observes.

City of Costa Mesa's approach to SB 1383 is for its sustainability team to work at helping community members understand and develop new habits required to sort organic materials properly.

"Through a series of targeted outreach and engagement efforts, we aim to educate the community about the importance of diverting organic waste from landfills and the steps they can take to impact the environment positively," she informs us.

To engage residents and businesses alike, outreach efforts include various elements designed to impart information.

For example, City of Costa Mesa has a dedicated webpage that offers guidelines on organic waste recycling, whilst social media platforms are utilized to regularly update people



on the latest developments and initiatives.

"To help businesses comply with SB 1383 mandates, City of Costa Mesa designed a bilingual postcard and a link that provides a succinct overview of the requirements. A general flyer was also created for wider distribution to ensure that all community members are aware of how they can contribute to a greener future.

"Recognizing the power of social media, we produced an animated video highlighting the importance of organic waste recycling and providing step-by-step instructions. The engaging format helps viewers grasp key concepts easily and motivates them to take action," highlights Afeworki.

SUSTAINABILITY PROGRAMS, RECOGNITIONS, AND AWARDS

City of Costa Mesa is committed to environmental stewardship, community well-being, and economic prosperity.

- In 2021, the City Council added "Advancing Environmental Sustainability and Climate Resiliency" as its priority goal.
- In the same year, Costa Mesa was awarded a Leadership in Energy and Environmental Design (LEED) Gold certification, joining a growing group of more than 100 cities and municipalities worldwide to be certified under the US Green Building Council's LEED for Cities and Communities rating system. It is the only city in Orange County with the certification, and at the time, it was one of the only four cities in the US to have received the certification using the latest LEED standard, LEED version 4.1.
- Costa Mesa has three LEED buildings including a library, community center, and a fire station.
- The city mainly uses drought-resistant and California-native vegetation and has an Organics First Policy/Integrated Pest Management Plan.
- The [green business program](#) is designed to help companies operate sustainably and receive public recognition for their efforts.
- Costa Mesa also earned a Tree City USA designation from the Arbor Day Foundation. The program provides direction, assistance, and national recognition to participating cities while increasing awareness about the value of trees and the importance of sustainable tree management. It also provided the framework for a healthy, sustainable urban forestry program in cities.

2021 Environment
and Energy Leader
100 Award





City of Costa Mesa Map Division in collaboration with Google Environmental Insights Explorer team



2023 Climate Leadership Challenge in L.A. with high school students



2022 Earth Day Festival

GREEN GOALS

City of Costa Mesa has a few key priorities for the coming year, but the biggest is its Climate Action and Adaptation Plan (CAAP), a multi-year and inclusive process that will include extensive stakeholder engagement and input.

"We hope to have it finalized and approved by early 2025. To supplement the city's approved CAAP budget, we were awarded a \$50,000 climate adaptation and climate resilience planning grant from SoCalGas to conduct a climate vulnerability assessment in our low-income communities," Afeworki elaborates.

The climate plan will put equity at the center of the planning process, identifying GHG reduction and adaptation measures that enhance public health and community resilience and promote the creation of local green jobs.

Furthermore, City of Costa Mesa has goals regarding fleet electrification and citywide

"THERE IS A LOT OF WORK TO DO, BUT I AM EXCITED TO BE WORKING ON ADDRESSING LOCAL ISSUES AND THRIVING DAILY TO REMOVE BARRIERS TOWARD A DECARBONIZED AND SUSTAINABLE WORLD"

- SALEM AFEWORKI, ENERGY AND SUSTAINABILITY SERVICES MANAGER, CITY OF COSTA MESA

expansion of the ZEV infrastructure, focusing on expanding EV charging stations at multi-family residential units and in low-income communities.

"With the aim of further expanding tree coverage throughout the City, we developed a tree canopy map in collaboration with the Google Environmental Insights Explorer team. We are now using the web map to develop targeted tree planting efforts in our vulnerable communities," says Afeworki.

Its tree canopy expansion plans

and the use of different [Nature-Based Solutions](#) (NBS) to address climate change will improve air quality while enhancing the community's health and reducing urban heat.

"As a state, we aim to be carbon neutral by 2045 by decarbonizing every sector. We know what needs to be done and by what date; the current challenge is how to get there. To address this, we are working on developing GHG reduction pathways that are a good fit and reflect the priorities of our community. ■



CITY OF COSTA MESA'S PLANS, PROJECTS, AND INITIATIVES

CAAP – A comprehensive strategy to address the climate crisis in Costa Mesa in an innovative, equity-focused, realistic, and actionable way. The City Council adopted a resolution to approve City of Costa Mesa's Local Hazard Mitigation Plan (LHMP) in April 2023. Climate change considerations were discussed in detail under each hazard profile and were included in the recommended mitigation measures. City staff will incorporate LHMP in the general plan's safety element update and CAAP.

CITY TREE CANOPY – The first [fully mapped tree coverage](#), including public and private trees, in partnership with Google Environmental Insights Explorer. The plan is to use the map to expand the trees in the city, focusing on low-income and vulnerable communities.

ONGOING COMMUNITY EDUCATION AND ENGAGEMENT – City of Costa Mesa started the Earth Day festival in 2021, which attracts hundreds of people every April in addition to annual events. It regularly hosts community workshops and attends events on different topics, ranging from stormwater management to induction cooking and sustainable landscape management. This creates the ideal opportunity for Afeworki to talk to community members, partners, and city staff to understand their needs and priorities regarding sustainability, which she can then convert into projects or initiatives that the city can implement.

"It is one of the biggest challenges of the century, but alongside challenges come opportunities, and I believe in human ingenuity and resourcefulness. I am hopeful that together, we will find a way to meet our local and global climate and sustainable development goals," she tells us.

With Afeworki at the helm of City of Costa Mesa's sustainability efforts, it is in excellent shape to action change and reach its climate goals. Her green credentials include working for the United Nations (UN) before completing a master's



Our Sustainability team



Girls planning their projects for City Hall Earth Day Festival 2022



The engineering team at Level III EV charging station, Costa Mesa City Hall



Costa Mesa's solar powered EV charging station



SoCalGas Climate Action Award

degree in environmental management and renewable energy applications.

"I have always been interested in nature and understanding how things work, and as an extrovert, I find teamwork in multidisciplinary settings highly energizing. I regularly volunteer and do pro-bono work to give back to my community. For example, we recently published the second edition of [the State of Sustainability Report that covers Orange County and LA](#)



in collaboration with the American Society of Civil Engineers Los Angeles Section. The report identifies the current trends and challenges in sustainability and provides insight to support local policy development,

collaboration opportunities and implementation of sustainability initiatives across the region," Afeworki concludes.

Afeworki's diverse professional and life experience across four continents

and her capacity to build and retain lasting relationships easily, makes her who she is today – a more inclusive leader and global citizen who tries to bridge the gap and bring people together to build a sustainable world for all. 🌍



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WOMEN OWNED BUSINESS PREFERENCE

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.





**ADDENDUM NO. 1
REQUEST FOR PROPSAL
FOR
SOLID WASTE COLLECTION SERVICES AT CITY FACILITIES
RFP NO. 25-21**



**PUBLIC WORKS
CITY OF COSTA MESA**

Addendum Released on April 3, 2025

The referenced document has been modified as per the attached Addendum No. 1

Please sign this Addendum where designated and return the executed copy with submission of your proposal. This addendum is hereby made part of the referenced RFP.

Solid Waste Collection Services at City Facilities RFP No. 25-21

Q&A Deadline April 1, 2025 11:00 AM (PDT)

Set 1 Released via Email 04/03/2025 12:37 PM (PDT) – 11 questions

1.1 See attached document

Answer 1. Please disregard "engineering fees" and "project construction costs".
2. On Monday through Saturday, there will be no collection between the hours of 8:00 p.m. and 7:00 a.m. In the event of a holiday, pickups shall be completed one day later than the regularly scheduled collection day. The following are considered to be holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day.
3. At the request of City staff, the awarded hauler will be required to provide tonnage and diversion information related to City facilities. Although a diversion requirement specifically for City facilities is not required, the City expects the awarded hauler to make a good-faith effort in achieving a 50% diversion goal.

1.2 Is there an anticipated effective date for services to start?

Answer July 1, 2025

1.3 Is there an expected award date for this bid?

Answer No

1.4 In Table 3. Other services there is a line item for a 3 cyd Recycling/Trash bin, are you referring to a split bin?

Answer Correct, this line item is referring to the cost of a split bin for trash and recycling.

1.5 Would the city consider an extension on the submittal due date for this bid?

Answer No

1.6 Is the City be amenable to executing a services agreement that more particularly addresses the services to be provided as opposed to an agreement that was prepared to engage a consultant for professional services (i.e., financial, economic, accounting, engineering, legal, or administrative matters)?

Answer The City must continue with its current RFP in order to establish a new contract with an effective date of 7/1/25.

1.7 Does the City intend to enter into a similar agreement with multiple providers or will the Service Schedule provided in Appendix A to be serviced exclusively by one provider?

Answer The City reserves the right to award one or more contracts for this service.

1.8 Will the City be providing a bid rate sheet for all prospective bidders to provide pricing on?

Answer Yes. Addendum to be posted.

1.9 Are the (2) one year extension options mutual or at the sole discretion of the city?

Answer Mutual agreement of both parties.

1.10 Who is the current hauler and can the City provide current rates?

Answer Ware Disposal. Addendum to be posted.

1.11 Are annual rate increases allowed in years 1-5? If so, what CPI methodology would the City prefer or find acceptable?

Answer Pricing will be locked in for two years. In the third year and thereafter, CPI requests can be submitted based on CPI for All Urban Consumers for the LOS ANGELES-LONG BEACH-ANAHEIM.

- **The Service Schedule included in this addendum is to be submitted as the Cost Proposal. The Cost Proposal shall be submitted in a separate file per the RFP, Section 2 Process for Submitting Proposals.**
- **Attached are the City's current rates for reference.**

All other provisions of the request for proposal shall remain in their entirety.

Vendors hereby acknowledge receipt and understanding of the above Addendum. Complete and submit this Addendum with your proposal.

Signature Date

Typed Name and Title

Company Name

Address

City State Zip

Service Schedule – Trash, Recycling, and Other Services

The locations, bin size, and removal services required for each site are listed below in Table 1 (recurring service) and Table 2 (roll-off). Table 3 presents all additional services reasonably required. Table 4 presents additional charges that may apply during the contract term.

Table 1. Recurring Service

City Facility Name/Address	Service Type	Size/Type	# of Containers	Weekly PU	Cost
1 - City Hall	Trash	3cyd Bin	2	3x	
1 - City Hall	Organics	65-gallon cart	1	1x	
1 - City Hall	Recycling	3cyd Bin	1	3x	
2 - Main Police Department	Trash	3cyd Bin	2	3x	
3 - Fire Station #1	Trash	3cyd Bin	1	1x	
4 - Fire Station #2	Trash	3cyd Bin	1	1x	
5 - Fire Station #3	Trash	3cyd Bin	1	1x	
6 - Fire Station #4	Trash	3cyd Bin	2	1x	
7 - Fire Station #5	Trash	3cyd Bin	1	1x	
8 - Fire Station #6	Trash	3cyd Bin	1	1x	
9 - DRC/Hertzog	Trash	3cyd Bin	2	2x	
9 - DRC/Hertzog	Recycling	3cyd Bin	1	2x	
9 - DRC/Hertzog	Organics	65-gallon cart	1	1x	
10 - Balearic Comm. Center	Trash	3cyd Bin	1	2x	
11 - Fairview Park Train Station	Trash	3cyd Bin	1	1x	
12 - Old Corp. Yard	Trash	3cyd Bin	1	1x	
12 - Old Corp. Yard	Recycling	3cyd Bin	1	1x	
13 - Bridge Shelter	Trash	3cyd Bin	3	2x	
13 - Bridge Shelter	Recycling	3cyd Bin	1	1x	
13 - Bridge Shelter	Organics	65-gallon cart	3	2x	

14 - James Street	Trash	3cyd Bin	2	2x	
14 - James Street	Trash	3cyd Bin	1	2x	
14 - James Street	Trash	3cyd Bin	1	2x	
14 - James Street	Trash	3cyd Bin	2	2x	
14 - James Street	Trash (w/ lock)	3cyd Bin	1	2x	
14 - James Street	Trash (w/ lock)	3cyd Bin	1	2x	
14 - TeWinkle Park	Trash	3cyd Bin	1	3x	
15 - Jack Hammet Sports Complex	Trash	3cyd Bin	1	1x	
16 - Hamilton Community Garden	Trash	3cyd Bin	1	1x	
16 - Hamilton Community Garden	Organics	65-gallon cart	1	1x	
17 - Bark Park	Trash	3cyd Bin	1	1x	
18 - Senior Center	Trash	3cyd Bin	1	5x	
18 - Senior Center	Organics	65-gallon cart	1	1x	
19 - Westside Police Substation	Trash	3cyd Bin	1	1x	
20 - Del Mar Community Garden	Trash	3cyd Bin	1	1x	
20 - Del Mar Community Garden	Organics	65-gallon cart	1	1x	

TOTAL MONTHLY COST:

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

Location	Container Type	No. of Bins	Bin Size	Frequency	Cost
New Corp Yard	Trash	1	40cyd roll-off	5x/Week	
New Corp Yard	Furniture	1	40cyd roll-off	1x/Week	
Additional*	Furniture	Each	40cyd roll-off	On-Call	
New Corp Yard	Green Waste	1	40cyd roll-off	On-Call	
Old Corp Yard	Appliances	1	40cyd roll-off	On-Call	
Additional*	Mattress	1	40cyd roll-off	On-Call	
Additional*	Dirt/Sod/Sand	1	10cyd roll-off	On-Call	
<p>*"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 monthly fee. The furniture roll-off serviced 1x/week should also be presented as a flat monthly fee. Pricing for the roll-off containers shown above is inclusive of collection, disposal and all other charges.</p>					

Table 3. Other Services

Location	Container Type	No. of Bins	Bin Size	Frequency	Cost
Various	Organics (Food)	1 standard cart	65-gallon or equivalent offered	1/Week	
Split Bin	Recycling/Trash	Per-Unit	3cyd	1x – 5x/week	
Various/Events	Temp. Trash	1	3cyd bin	On-Call	
Various/Events	Event Boxes	Per-Unit	Standard	On-Call	
Various	Construction/ Demolition	1	40cyd roll-off	On-Call – Box & Haul Charge Only	
Various	Construction/ Demolition	1	40cyd roll-off	Per-Ton Disposal Charge	

****Shown above are various service requirements that are additional to those presented in tables 1 and 2 above. These services are needed on an on-call basis. 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. When requested, split bins must be available to accommodate space constraints at City facilities.**

Table 4. Other Fees

Fee Type	Cost
Overfilled Container*	
Contamination Charges*	
Late Payment	
Special Access Vehicle (Scout)	
Lock Service Fee	
Delivery of Container (3-40cyd)	
Delivery of Cart	
*Before overfill or contamination charges will be approved, that specific location must receive two prior written warnings per calendar year or three warnings during the contract period.	

TOTAL ANNUAL NOT-TO EXCEED COST

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than thirty (30) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Consumer Price Index (CPI) for All Urban Consumers for the Los Angeles-Long Beach-Anaheim area (CPI). All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

CITY'S CURRENT RATES

FACILITY	SERVICE LEVEL	PRICE
Old Corporation Yard	1 3y 3x	\$87.10
Tewinkle Park/Bark Park	1 3y 3x	\$87.10
Jack Hammet Sports Complex	1 3y 1x	\$40.20
New Corporation Yard	40y on call	\$696.29
Lions Park Library	Scout	\$61.91
Westside Police Facility	1 3y 1x	\$40.20
Fire Station no. 1	1 3y 1x	\$40.20
OC Model Engineer	1 3y 1x	\$110.40
Bridge Shelter	1 3y 2x	\$203.87
Bridge Shelter	1 3y 1x recyc	\$86.32
Bridge Shelter	1 65g 1x org.	\$152.23
Bridge Shelter	Scout	\$67.96
City Hall	1 3y 3x	\$87.10
City Hall	1 65g 1x org.	\$128.49
Police Facility	1 3y 3x	\$87.10
Fire Station no. 2	1 3y 1x	\$40.20
Fire Station no. 3	1 3y 1x	\$40.20
Fire Station no. 4/Corp. Yard	1 3y 1x	\$40.20
Fire Station no. 5	1 3y 1x	\$40.20
Fire Station no. 6	1 3y 1x	\$40.20
Downtown Rec. Fac.	1 3y 1x	\$40.20
Baleric Center	1 3y 2x	\$108.15
Lions Neighborhood Center	1 3y 1x	\$40.20
Hamilton Comm. Garden	1 3y 1x	\$40.20
Hamilton Comm. Garden organics	1 3y org.	\$150.08
Senior Citizen Center	1 4y 5x	\$298.61
Senior Citizen Center	1 65g 1x org.	\$101.84
Tewinkle Park Athletics	1 3y 1x	\$40.20
Del Mar Comm. Garden	1 3y 1x	\$40.20
Del Mar Comm Garden organics	1 3y org.	\$150.08
707-711 West 18th Street	1 3y 2x	\$254.40
745 West 18th Street	1 3y 2x	\$254.40
734 West James Street	1 3y 2x	\$254.40
734-740 West James Street	1 3y 2x	\$254.40
717 West James Street	1 3y 2x lock	\$278.83
721 West James Street	1 3y 2x lock	\$278.83

EXHIBIT C
FEE SCHEDULE



REQUEST FOR PROPOSAL

FOR

SOLID WASTE COLLECTION SERVICES AT CITY FACILITIES

RFP NO. 25-21



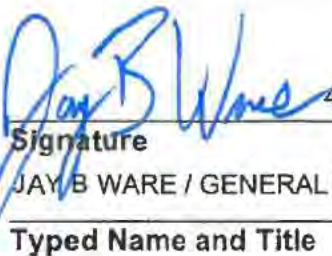
**PUBLIC WORKS
CITY OF COSTA MESA**

**Released on
March 24, 2025**

- The Service Schedule included in this addendum is to be submitted as the Cost Proposal. The Cost Proposal shall be submitted in a separate file per the RFP, Section 2 Process for Submitting Proposals.
- Attached are the City's current rates for reference.

All other provisions of the request for proposal shall remain in their entirety.

Vendors hereby acknowledge receipt and understanding of the above Addendum. Complete and submit this Addendum with your proposal.


 4-4-2025
 Signature Date
 JAY B WARE / GENERAL MANAGER
 Typed Name and Title

WARE DISPOSAL INC
 Company Name
 1035 E 4TH STREET
 Address
 SANTA ANA CA 92701
 City State Zip

Service Schedule – Trash, Recycling, and Other Services

The locations, bin size, and removal services required for each site are listed below in Table 1 (recurring service) and Table 2 (roll-off). Table 3 presents all additional services reasonably required. Table 4 presents additional charges that may apply during the contract term.

Table 1. Recurring Service

City Facility Name/Address	Service Type	Size/Type	# of Containers	Weekly PU	Cost
1 - City Hall	Trash	3cyd Bin	2	3x	\$183.00
1 - City Hall	Organics	65-gallon cart	1	1x	\$106.95
1 - City Hall	Recycling	3cyd Bin	1	3x	\$91.50
2 - Main Police Department	Trash	3cyd Bin	2	3x	\$183.00
3 - Fire Station #1	Trash	3cyd Bin	1	1x	\$42.25
4 - Fire Station #2	Trash	3cyd Bin	1	1x	\$42.25
5 - Fire Station #3	Trash	3cyd Bin	1	1x	\$42.25
6 - Fire Station #4	Trash	3cyd Bin	2	1x	\$84.50
7 - Fire Station #5	Trash	3cyd Bin	1	1x	\$42.25
8 - Fire Station #6	Trash	3cyd Bin	1	1x	\$42.25
9 - DRC/Hertzog	Trash	3cyd Bin	2	2x	\$227.10
9 - DRC/Hertzog	Recycling	3cyd Bin	1	2x	\$113.55
9 - DRC/Hertzog	Organics	65-gallon cart	1	1x	\$106.95
10 - Balearic Comm. Center	Trash	3cyd Bin	1	2x	\$113.55
11 - Fairview Park Train Station	Trash	3cyd Bin	1	1x	\$42.25
12 - Old Corp. Yard	Trash	3cyd Bin	1	1x	\$42.25
12 - Old Corp. Yard	Recycling	3cyd Bin	1	1x	\$42.25
13 - Bridge Shelter	Trash	3cyd Bin	3	2x	\$340.65
13 - Bridge Shelter	Recycling	3cyd Bin	1	1x	\$42.25
13 - Bridge Shelter	Organics	65-gallon cart	3	2x	\$413.55

14 - James Street	Trash	3cyd Bin	2	2x	\$227.10
14 - James Street	Trash	3cyd Bin	1	2x	\$113.55
14 - James Street	Trash	3cyd Bin	1	2x	\$113.55
14 - James Street	Trash	3cyd Bin	2	2x	\$227.10
14 - James Street	Trash (w/ lock)	3cyd Bin	1	2x	\$113.55
14 - James Street	Trash (w/ lock)	3cyd Bin	1	2x	\$113.55
14 - TeWinkle Park	Trash	3cyd Bin	1	3x	\$91.50
15 - Jack Hammet Sports Complex	Trash	3cyd Bin	1	1x	\$42.25
16 - Hamilton Community Garden	Trash	3cyd Bin	1	1x	\$42.25
16 - Hamilton Community Garden	Organics	65-gallon cart	1	1x	\$106.95
17 - Bark Park	Trash	3cyd Bin	1	1x	\$42.25
18 - Senior Center	Trash	3cyd Bin	1	5x	\$313.55
18 - Senior Center	Organics	65-gallon cart	1	1x	\$106.95
19 - Westside Police Substation	Trash	3cyd Bin	1	1x	\$42.25
20 - Del Mar Community Garden	Trash	3cyd Bin	1	1x	\$42.25
20 - Del Mar Community Garden	Organics	65-gallon cart	1	1x	\$106.95

TOTAL MONTHLY COST:

\$4,190.10

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

Location	Container Type	No. of Bins	Bin Size	Frequency	Cost
New Corp Yard	Trash	1	40cyd roll-off	5x/Week	\$6,433.30
New Corp Yard	Furniture	1	40cyd roll-off	1x/Week	\$1,515.50
Additional*	Furniture	Each	40cyd roll-off	On-Call	\$551.25
New Corp Yard	Green Waste	1	40cyd roll-off	On-Call	\$551.25
Old Corp Yard	Appliances	1	40cyd roll-off	On-Call	\$551.25
Additional*	Mattress	1	40cyd roll-off	On-Call	\$551.25
Additional*	Dirt/Sod/Sand	1	10cyd roll-off	On-Call	\$731.10

*"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 monthly fee. The furniture roll-off serviced 1x/week should also be presented as a flat monthly 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	Cost
Various	Organics (Food)	1 standard cart	65-gallon or equivalent offered	1/Week	\$106.95
Split Bin	Recycling/Trash	Per-Unit	3cyd	1x – 5x/week	\$356.00 MO
Various/Events	Temp. Trash	1	3cyd bin	On-Call	\$125.00
Various/Events	Event Boxes	Per-Unit	Standard	On-Call	\$7.50 EACH
Various	Construction/ Demolition	1	40cyd roll-off	On-Call – Box & Haul Charge Only	\$379.65
Various	Construction/ Demolition	1	40cyd roll-off	Per-Ton Disposal Charge	\$103.75

**Shown above are various service requirements that are additional to those presented in tables 1 and 2 above. These services are needed on an on-call basis. 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. When requested, split bins must be available to accommodate space constraints at City facilities.

Table 4. Other Fees

Fee Type	Cost
Overfilled Container*	\$80.00
Contamination Charges*	\$80.00
Late Payment	5.0%
Special Access Vehicle (Scout)	\$12.50 PER OCCASION
Lock Service Fee	\$12.00 PER BIN PER MONTH
Delivery of Container (3-40cyd)	\$55.00 FRONTLOAD / \$120.00 ROLL OFF
Delivery of Cart	\$35.00
*Before overfill or contamination charges will be approved, that specific location must receive two prior written warnings per calendar year or three warnings during the contract period.	

TOTAL ANNUAL NOT-TO EXCEED COST	\$145,666.80
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Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than thirty (30) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Consumer Price Index (CPI) for All Urban Consumers for the Los Angeles-Long Beach-Anaheim area (CPI). All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)