

**CITY OF COSTA MESA
BULKY ITEM COLLECTION SERVICES AGREEMENT
WITH
WARE DISPOSAL, INC.**

THIS BULKY ITEM COLLECTION SERVICES AGREEMENT ("Agreement") is made and entered into as of the 1st day of July, 2021 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and WARE DISPOSAL, INC., a California corporation ("Contractor").

WITNESSETH:

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

B. WHEREAS, Contractor represents that it holds all necessary licenses to practice and perform the services herein contemplated; and

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

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

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

1.0. SERVICES PROVIDED BY CONTRACTOR

1.1. Scope of Services. Contractor shall provide bulky item collection services as described in the City's Request for Proposal, attached hereto as Exhibit "A," and Contractor's Proposal, attached hereto as Exhibit "B," both incorporated herein. City and Contractor agree that Contractor shall provide the services set forth in Exhibits A and B six (6) hours per day, three (3) days per week, on a schedule agreed upon by City and Contractor. Notwithstanding the foregoing, City may increase or reduce the service schedule at any time by providing notice to Contractor of same.

1.2. Professional Practices. All 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 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 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. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability, mental disability, medical condition, age, marital status, family status, exercise or attempted exercise of family leave rights, or military or veteran status. Contractor and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (California Government Code § 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a)-(f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this Section to labor organizations with which they have a collective bargaining or other agreement. Contractor shall include the nondiscrimination and compliance provisions of this Section in all subcontracts to perform work under the Agreement.

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.

2.0. COMPENSATION AND BILLING

2.1. Compensation; CPI Adjustments. Contractor shall be paid One Hundred Forty-Eight Dollars (\$148.00) per hour, as further described in Option A of Contractor's Pricing Form set forth in Exhibit B. If City reduces the number of days of services provided by Contractor, City and Contractor agree that the hourly rate set forth herein shall remain the same. If City increases the days of services provided by Contractor beyond three (3) days, Contractor shall be paid a flat rate of Nine Hundred Dollars (\$900.00) per day for each additional day of service provided. Contractor's annual compensation shall not exceed One Hundred Seventeen Thousand Three Hundred Twelve Dollars (\$117,312.00).

Contractor shall not increase its rates during the first year of this Agreement. Thereafter, Contractor may increase its rates on an annual basis using the Consumer Price Index for All Urban Consumers for the Los Angeles–Long Beach–Anaheim area (CPI). The adjustment will be determined using the January index for the current year and the January index for the preceding year. However, in no event shall the increase in Contractor's rates exceed three percent (3%). If Contractor desires to increase its rates as set forth herein, Contractor shall provide written notice to the City at least thirty (30) days prior to the anniversary date of this Agreement, which notice shall include reference to the CPI index, the percentage CPI increase, and Contractor's revised rates based on such CPI increase. Any increase to Contractor's rates shall be reflected in an amendment to this Agreement and shall be effective on the anniversary date of this Agreement.

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, 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 two (2) years, ending on June 30, 2023, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by three (3) additional one (1) year periods upon mutual written agreement of both parties.

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

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

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

Contractor.

5.0. INSURANCE

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

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Contractor shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor pursuant to its contract with the City; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor."

- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Contractor's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

5.4. Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

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

6.0. FEDERAL REQUIREMENTS

Contractor acknowledges that Community Development Block Grant (CDBG) funds may be used to compensate Contractor for services provided pursuant to this Agreement. Contractor shall comply with all applicable state and local codes, ordinances and other applicable laws, all applicable CDBG program requirements and any amendments hereafter to CDBG program guidelines and requirements. Contractor agrees to comply with all applicable federal laws and regulations and to any amendments hereafter including, but not limited to, the following:

- (a) CDBG Regulations. The CDBG Regulations, 24 C.F.R. Part 570, and any amendments hereafter thereto; and
- (b) Nondiscrimination in Federally Assisted Programs. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), and implementing regulations in 24 C.F.R. Part 1, prohibiting discrimination upon the basis of race, color, religion, ancestry, sex, marital status, mental or physical disability, age, familial status, sexual orientation, or national origin; and

- (c) Housing and Community Development Act. Section 109 of the Housing and Community Development Act requiring that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act; and
- (d) Rehabilitation Act of 1973. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and with implementing regulations at 24 C.F.R., Part 8, which prohibit discrimination based on handicap in Federally-assisted and conducted programs and activities; and
- (e) Age Discrimination Act of 1975. The Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and implementing regulations at 24 C.F.R., Part 146, which prohibit discrimination because of age in programs and activities receiving Federal financial assistance; and
- (f) Equal Employment and Contracting Opportunity. Equal Employment Opportunity, as amended, and regulations of Executive Order 11246, amended by Executive orders 11375, 11478, 12086, and 12107 (3 C.F.R. 1964-1965 Comp. p. 339; 3 C.F.R., 1966-1970 Comp., p. 684; 3 C.F.R., 1966-1970., p. 803; 3 C.F.R., 1978 Comp., p. 230; 3 CFR, 1978 Comp., p. 264).

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, marital status, mental or physical disability, age, familial status, sexual orientation, gender identity or national origin. Contractor will take affirmative action to ensure that applicants are employed, without regard to race, color, religion, ancestry, sex, marital status, mental or physical disability, age, familial status, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

Contractor will cause the foregoing provisions to be inserted in all subcontracts for work covered by this Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, ancestry, sex, marital status, mental or physical disability, age, familial status, sexual orientation, gender identity, or national origin.

Contractor will be bound by the above equal opportunity clause with respect to its

own employment practices when it participates in federally assisted construction work.

Contractor will assist and cooperate actively the City and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor, that it will furnish the Secretary of Labor such information as they may require for the supervision of such compliance and that it will otherwise assist the Secretary in the discharge of the Secretary's primary responsibility for securing compliance.

Contractor will refrain from entering into any contract or contract modification subject to Executive Order 11246, as amended, with a Contractor debarred from, or who has not demonstrated eligibility for government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the Secretary of Housing and Urban Development or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order; and

- (g) Debarred, Suspended or Ineligible Contractors or Subrecipients. The requirements set forth in 24 C.F.R. Part 5 and Executive Orders 12549 and 12689, prohibiting the use of debarred, suspended or ineligible contractors or subcontractors; and
- (h) Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u). 24 C.F.R., Part 135, also known as Section 3, which provides employment opportunities for businesses and lower income persons in connection with federally-assisted projects. Contractor will also ensure that provisions of 24 CFR, Part 135, are included in all subcontracts; and
- (i) Minority and Women-Owned Businesses (W/MBE). Executive Orders 11625, 12432, and 12138, which state that recipients of federal assistance shall take affirmative action to encourage participation by minority and women-owned business enterprises. Contractor will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. § 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women; and
- (j) Environmental Review Standards. The regulations of 24 C.F.R. Part 58, which specify the provisions of law which further the purposes of the National Environmental Policy Act of 1969; and
- (k) Flood Disaster Protection Act of 1973. The requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. §§ 4001-4128 and the National Flood Insurance Program in accordance with section 202(a) of the Flood Disaster Protection Act

and the regulations in 44 C.F.R. Parts 59 through 79); and the Coastal Barrier Resources Act (16 U.S.C. § 3601); and

- (l) Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations). The regulations of Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), 67 F.R. 77141, 3 C.F.R., 2002 Comp., p. 258; and the implementing regulations at 41 C.F.R. Chapter 60. As applicable, the requirements of the CDBG Program Regulations for religious or faith-based organizations under 24 C.F.R. 570.200(j); and
- (m) Lead-Based Paint. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851-4856), and implementing regulations at Part 35, subparts A, B, J, K, and R of this part; and
- (n) Conflict of Interest. The conflict of interest provisions, as applicable, in accordance with 2 C.F.R. Part 200.112, 24 C.F.R. Part 92.356, and 24 C.F.R. Part 570.611; and
- (o) Architectural Barriers act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157), the Uniform Federal Accessibility Standards (Appendix A to 24 C.F.R. Part 40 for residential structures, and Appendix A to 41 C.F.R. Part 101-19, subpart 101-19.6, for general type buildings), and Americans with Disabilities Act (42 U.S.C. § 12131; 47 U.S.C. §§ 155, 201, 218 and 225) (ADA).

7.0. GENERAL PROVISIONS

7.1. 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.

7.2. 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.

7.3. 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.

7.4. 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.
P.O. Box 1318
Santa Ana, CA 92702
Tel: (714) 664-0677
Attn: Jay Ware

IF TO CITY:

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

Courtesy copy to:

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

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

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

7.7. 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.

7.8. 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.

7.9. 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.

7.10. 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.

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

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

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

7.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Contractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Contractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Contractor. City shall indemnify and hold harmless Contractor from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Contractor. Contractor shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

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

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

7.16. Responsibility for Errors. Contractor shall be responsible for its work and results

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

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

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

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

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

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

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

7.23. 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.

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

7.25. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative

of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

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

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

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

[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]
Signature

Date: 6/2/21

Judith Ware President
[Name and Title]

CITY OF COSTA MESA

Lori Ann Farrell Harrison

Date: 06/10/21

Lori Ann Farrell Harrison
City Manager

ATTEST:

Brenda Green 6/14/2021
Brenda Green
City Clerk



APPROVED AS TO FORM:

Kimberly Hall Barlow
Kimberly Hall Barlow
City Attorney

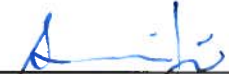
Date: 6/10/21

APPROVED AS TO INSURANCE:

Ruth Wang
Ruth Wang
Risk Management

Date: 6/7/21

APPROVED AS TO CONTENT:



Salem Afeworki
Project Manager

Date: 06/14/2021

DEPARTMENTAL APPROVAL:



Raja Sethuraman
Public Services Director

Date: 6-14-2021

APPROVED AS TO PURCHASING:



Carol Molina
Finance Director

Date: June 4, 2021

EXHIBIT A
REQUEST FOR PROPOSALS

EXHIBIT B
CONTRACTOR'S PROPOSAL



CITY OF COSTA MESA
REQUEST FOR PROPOSAL
FOR
ABANDONED BULKY ITEM COLLECTION SERVICE
AT DESIGNATED MULTI-FAMILY PROPERTIES

Released: March 15, 2021
Proposals due: April 14, 2021

CITY OF COSTA MESA
REQUEST FOR PROPOSAL
FOR
BULKY ITEM COLLECTION SERVICE
AT DESIGNATED MULTI-FAMILY PROPERTIES

I. BACKGROUND

Costa Mesa encompasses 16 square miles and has a population of about 114,000. Since its incorporation in 1953, Costa Mesa has evolved from a semi-rural farming community of 15,000 to a city with a robust local economy that generates tax revenues of about \$100 million annually. A general law city, Costa Mesa has a council-manager form of government and staff of approximately 450 full-time employees.

The City has 23,839 multi-family properties within its jurisdiction. Of that total, 9,970 are properties containing 4 units or less and Costa Mesa Sanitary District's hauler is responsible for serving these properties. The remainder of the multi-family properties are managed by the City and will be covered by the scope of services of this RFP.

The City of Costa Mesa has employed a non-exclusive franchise system to manage solid waste and recycling service to multi-family properties with 5 units or more. The City supports this service by collecting bulky goods and other items left in in the public Right-of-Way adjacent to multi-family properties. The extent of this service has grown beyond what City support should reasonably address. For the past several years, City staff has tried requiring periodic bulky item collection (twice per year) through the non-exclusive franchise. This has provided no measurable reduction in the level of abandoned bulky items the City must collect.

The City is now requesting proposals from qualified solid waste management companies for the collection of abandoned bulky items in areas around commercial multi-family properties within City Council Districts 4 and 5 (see map provided) on a thrice-per-week schedule (Mondays, Wednesdays and Fridays). Residential areas with 4 units or less within these two City Council Districts are under the Costa Mesa Sanitary District franchise, which separately handles bulky and abandoned item issues at single-family homes and multi-family properties of four-units or less.

Proposing Contractors are required 6 hours per-day service on Mondays, Wednesdays and Fridays (18 hours a week). Contractors will also respond to City-generated work orders covering other CDBG target areas outside District 4 and 5 (see CDBG Target Area map attached), in order to minimize the need for City crews to provide this service.

To access the bid documents and bid on this project, potential vendors and bidders must first register through the City's PlanetBids portal at:
<https://www.planetbids.com/portal/portal.cfm?CompanyID=45476>.

II. REQUEST FOR PROPOSAL

Overview of the Request for Proposal

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

1. Thrice per-week collection of bulky items in alleyways and streets adjacent to multi-family properties currently receiving bin service by a non-exclusive franchised hauler, and located within City Council Districts 4 and 5. (The general location of these properties is provided on the attached map). Service will include six (6) hours per day;
2. Collection of bulky items left adjacent to or blocking trash bin enclosures at these same properties;
3. Abandoned bulky item collection to the rest of the City's commercial franchise area in all CDBG Target Areas in the City via City-generated work orders;
4. Use a hierarchy for the processing of collected items that maximizes recycling and reuse to minimize use of local landfills; and
5. Provide monthly reports on number and type of items collected, along with the final disposition of this material (in tons).

Proposals must conform to the guidelines and information outlined in this RFP and must be submitted on Planet Bids so that they are received by the City **no later than the deadline of 04/14/2021**.

Scope of Work

The City is soliciting competitive proposals from qualified Contractors to significantly minimize a City-performed service. Listed herein is the best available data to establish the quantity of items regularly collected. The successful bidder will demonstrate their ability to provide, at minimum, thrice-per-week collections (Mondays, Wednesdays and Fridays preferred) of abandoned items found in designated areas of City Council Districts 4 and 5, and respond to City-generated work orders to collect abandoned items at other locations in the City. The contractor shall be on-site for six-hour duration on service days. The City prefers flat rate per-day pricing with no limits on weight or quantity.

Current City Service

The City currently removes abandoned bulky items and related debris from public property using full time City staff. Due to COVID-19, the number of abandoned large items throughout the City had almost doubled and City staff is finding it hard to keep up with ever increasing demand. To meet the desired service levels staff conducts inspections of multi-family alleyways and streets on a twice weekly basis. Debris is also collected if the City receives notification of debris in public right of way by resident or staff request. Notification can be made by phone, the City's internal work order system or the City's smart phone application. Debris is removed by using a heavy-duty service truck with a dump bed and one-ton hoist. Retrieved items are brought to the City's Corporation Yard where they are dumped sorted and/or disposed of into bins. The waste containers are then hauled off the property by contract haulers. Abandoned bulky items and debris is divided into four categories electronics, appliances, tires and trash. Trash consists of all

other residential debris that does not fit into one of the listed categories (i.e. box springs, mattresses, dressers, couches etc.).

Quantities of large item debris collected vary from month to month, and have increased significantly during COVID-19 lockdown. The quantities listed are the current average amounts of debris that are hauled from the City's Corporation Yard. In no way should these estimated totals be considered contractually binding. The total bulky item trash removed weekly is typically one 40 yard-container that has been compacted with a tractor. This quantity tends to be higher at the first and last week of each month. The appliance debris is approximately one 40-yard container removed monthly. The electronics debris is currently retrieved by an electronics recycling firm that picks up items every other month. The electronic debris collected is enough on average to fill a 24' box truck. Tires are picked and recycled at an estimated rate of 100 tires every four months.

The City recently surveyed collection activity and found 2,051 abandoned items (all types) were collected from October 1, 2020 and January 31, 2021. Of this amount, 326 were from single-family properties that the Costa Mesa Sanitary District (CMSD) will now be charged with collecting. An additional and unknown amount was collection from the CMSD franchise area (overlaps the entire City) at multi-family properties of 4 units or less. We estimate a total of 1,500 abandoned bulky items were collected from the City's commercial franchise area and that approximately 75% came from City Council Districts 4 and 5 (1,125 or about 280 per-month). To assist you in planning routes we are also providing a map that shows all single-family properties in the City as part of the RFP.

The contractor will be expected to provide this service, by onsite route/inspection at all designated areas within City Council Districts 4 and 5 on Monday, Wednesday and Friday of each week. As discussed, the hauler may also need to collect abandoned bulky items in any CDBG Target Areas within the City via City-issued work order and may require collections in other commercial-franchise areas of the City. (See attached Maps). City staff will evaluate the performance of the successful bidder and make recommendations to improve this program as needed.

Service Area

The Service Area is focused on City Council Districts 4 and 5 for multi-family properties consisting of 5-units or more (part of City's commercial franchise). The City reasonably expects abandoned bulky item collections to include streets adjacent to these properties and any items found to be blocking access to trash enclosures at these properties. A detailed service address list, containing geographic positioning data, is not available at this time. However, we are working with the Costa Mesa Sanitary District to provide a complete listing of their franchise accounts to assist us to identifying multi-family properties you will not be required to service. As mentioned, all single-family properties are outside the scope of this RFP.

Items to Collect

The requested abandoned bulky item collection service will remove the following:

- Appliances (large appliances including, but not limited to washers, dryers, refrigerators, water heaters and stoves). Electronic Items (TV's, lamps, and other large electronic items)
- Furniture (couches, sofa beds, futons, love seats, chairs, tables, etc.)
- Mattresses, Foundations, and Box Springs
- Carpet and Padding
- Long Loose Items (including lumber, window blinds, pipe, etc.)
- Miscellaneous (any other non-hazardous material whose size precludes convenient placement in that property's trash bin).

This program is not required to collect smaller items that have overflowed from a property's trash bin or litter around the enclosure area. That is the responsibility of the property owner and/or their contracted trash hauler. This program is not to collect any large items that have been placed in the designated trash bin for that property.

The contractor will be expected to photograph all items collected and reasonably assign a property address to those collections.

Term of Agreement

The term of the agreement shall commence on July 1, 2021 and continue through June 30, 2022. Upon mutual consent this agreement can be continued for five (5) additional one (1) year extensions. It is the City's desire to work with the Contractor to fairly price this service and ensure it is achieving the maximum benefit to the City and its residents. Therefore, the Contractor simply agreeing to maintain the original pricing for service does not guarantee renewal. In that same spirit, a proposed increase to pricing will not preclude continuation of the agreement. However, if a proposed price increase of 20% or more is received, then this contract will likely be put out to bid.

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

Service Requirements and Qualifications

Proposing Contractors are expected to have all required licenses and permits for the collection, consolidation, and transportation of solid waste in both the State of California and the County of Orange. Contractors must also be currently permitted to haul in the City of Costa Mesa agree to take all reasonable steps to execute a formal franchise agreement during calendar year 2021.

Proposing Contractors are expected to provide all vehicles, equipment, staffing and support services required to carry-out abandoned bulky item collection in commercial franchise areas of the City. Proposing Contractors must be able to clearly demonstrate past performance for similar municipal clients. At minimum Contractor must provide one municipal or county reference for similar projects within the past five (5) years.

Consistent and effective communication with City staff is a high priority in the City's selection criteria. Successful proposers will be able to demonstrate adequate staffing in this area and detail methodologies used to coordinate scheduling of thrice-weekly routes covering all designated

areas within City Council Districts 4 and 5, as well as post-route response to City work orders for the collection of abandoned bulky items in other commercial areas of the City (time permitting).

Contractors may propose scheduled routes on any day, or combination of days, within a calendar month. Contractors may also propose less frequent collections (once per-week). However the City's clear preference is three times a week AND on Mondays, Wednesdays and Fridays.

Contractors are encouraged to include any value-added services in their proposals.

Billing and Reporting

The City is currently invoiced monthly for City Facility Solid Waste Services provided the preceding month. The City prefers a similar arrangement for this contract. Please provide a description of your billing procedures and the payment terms you require as part of your proposal.

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

1. Contractor must bill only the agreed upon flat daily rate proposed, or alternate pricing system proposed and approved by the City. This can include a flat service rate plus a per-ton charge for collection items or whatever pricing methodology you believe the City should consider. All bidders must submit a flat rate (can be qualifiers), alternatively, the proposal will be considered non responsive.
2. Flat daily rates are preferred, as is the inclusion of a reasonable amount and weight of abandoned items within this flat rate charge. Additional items or weight overages would then be billed at approved rates.
3. Contract shall provide photographs of items collected, GPS proof of routing location route for each day, along with an approximate service address, as a justification of billings.
4. Contractor must provide the City with a designated contact person collection issues and for delivery of work-orders, and a designated individual to respond to any questions or concerns with billing.
5. Contractor must provide monthly reports that detail the number and type of bulky items collected in the preceding month. The Contractor must also provide a summary (in tons) of the amount of bulky item material disposed and diverted.
6. Contract shall attach weight tickets for all bulky items collected to monthly invoices.

RFP Schedule

Activity	Date/Time*
Release of RFP	March 15, 2021
Deadline to submit written questions	April 2, 2021 by 4:00pm
Responses to written questions available	April 6, 2021 by 5:00pm

from the City Clerk's Office	
Deadline to submit proposals	April 14, 2021 by 4:00pm
The City will evaluate proposals and make a determination regarding next steps within ten (10) business days of the deadline to submit proposals.	

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

Rights of the City

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

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

RFP Inquiries

Questions must be received by the City no later than 4pm on April 2nd.

Questions regarding this RFP will only be accepted in writing via the City's Planet Bids portal at:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=45476>.

Proposal Submittal

Proposals must be addressed and submitted to:

The City's Planet Bids portal at:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=45476>.

Proposal Format

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

Number of Submittals

1. One electronic copy of the proposal is required.

General Notes

1. Proposal must be straightforward, clear, concise, and provide "layman" explanations of technical terms that are used.
2. A "price sheet" or similar presentation of your proposed charges for service is required. Contractor will not be allowed to charge any amount or service item that is not contained on your "price sheet" if you are awarded this contract.
3. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and providing a complete description of your proposed services. Proposals that lack technical competence, appear unrealistic in terms of commitments or offers, or indicate failure to comprehend this RFP will be disqualified.
4. Submission of a proposal constitutes acknowledgment and acceptance of the terms and conditions of this RFP unless exception to particular terms or conditions is expressed, in writing, in the proposal. This RFP is not to be construed as a contract of any kind.

Components

1. **Transmittal Letter**

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

2. **Scope of Work Summary Section**

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

3. Methodology and Quality Control Section

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

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

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

4. Personnel Section

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

5. Qualifications Section

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

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

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

Reference information must include:

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

6. Proposer Pricing Form

Please prepare an Appendix B, "Proposer Pricing Form" to detail pricing for the required service requested by the City. Again, this is preferred to be a flat monthly rate for service, inclusive of all costs.

With regards to rate increases/decreases, the City will review Contractor reports and

work to establish a fair and equitable flat rate (if this pricing model is used) for service in calendar year 2022. This same process will occur prior to each annual renewal. If both parties cannot agree on a fair and equitable rate, then this contract will be put out to bid.

7. **Bid Alternates**

The City may consider expanding the program to cover additional days of service (weekdays only). Please provide a price for each additional days added.

Proposal Evaluation & Selection Criteria

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

- ◆ Pricing/ flat daily rate
- ◆ Methodology and quality control
- ◆ Qualifications
- ◆ Ability to provide timely services
- ◆ Completeness of the proposal
- ◆ References

Standard Terms and Conditions

Cost and Disclosure of Proposals

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

Contract Negotiations

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

Insurance Requirements

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

Financial Information

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

Withdrawal of Proposal

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

Mailing Address: City of Costa Mesa
Public Services Department
Attn: Salem Afeworki
77 Fair Drive, 4th Floor
Costa Mesa, CA 92626

Appendices

Please review the sample agreement (including insurance requirements), Service Address List, and Service Area Map before responding to this RFP. Proposals submitted in response to this RFP must indicate if the Contractor is unwilling or unable to execute the agreement as drafted and comply with insurance requirements. The City will consider this in determining responsiveness to this RFP.

- ◆ APPENDIX A: SAMPLE AGREEMENT AND INSURANCE REQUIREMENTS
(15 pages)
- ◆ APPENDIX B: CITY COUNCIL DISTRICT MAP
- ◆ APPENDIX C: SINGLE-FAMILY PROPERTY MAP (PRIMARY EXCLUDED AREA)
- ◆ APPENDIX D: COSTA MESA CDBG TARGET AREA MAP
- ◆ APPENDIX E: DEBRIS RETRIVAL MAP WITH CDBG TARGET AREA

EXHIBIT B
CONTRACTOR'S PROPOSAL

REQUEST FOR PROPOSAL
for
**ABANDONED BULKY ITEM
COLLECTION SERVICE AT DESIGNATED
MULTI-FAMILY PROPERTIES**



City of Costa Mesa
Public Services Department
Attn: Salem Afeworki
77 Fair Drive, 4th Floor
Costa Mesa, California 92626 6520

Presented by:

Ware Disposal, Inc.
PO Box 1318
Santa Ana, California 92702 1318
Jay Ware, General Manager
Telephone: 877 714 9273
Facsimile: 714 664 0696
e-mail: jay@waredisposal.com
www.waredisposal.com

Wednesday, 14 April 2021

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WARE

DISPOSAL, INC.

April 14, 2021

City of Costa Mesa
Public Services Department
Attn: Salem Afeworki
77 Fair Drive, 4th Floor
Costa Mesa, CA 92626

SUBJECT: Request for Proposal for Abandoned Bulky Item Collection Service at Designated Multi-Family Properties| Letter of Transmittal

Dear Mr Afeworki:

Please accept the proposal of Ware Disposal, Inc., (hereinafter referred to as Ware Disposal) to provide Abandoned Bulky Item Collection Service at Designated Multi-Family Properties for the City of Costa Mesa. Ware Disposal has read the RFP dated March 15, 2021, and herein provides its response. This response includes six (6) separate sections as identified in the table of contents (the previous page).

To summarize, our response includes information about our proposed *scope of work*, including the *methodology* to complete the scope in as efficient, effective, and superior manner as humanly possible; our *qualifications* honed over 50 years of service in Orange County; and our *personnel* who rank among the best in the business.

Salient proposal benefits include: 1) we're already a non-franchise hauler for the City, 2) we have faithfully serviced all City facilities for a number of years, 3) our collection fleet is fully converted to near low emission fuel, 4) our office and processing facility is less than 10 miles away from the community, 5) we've been an integral partner with the City in its biannual Neighbors for Neighbors clean up events each calendar year for the past decade, and 6) our pricing should make us the lowest responsible bid.

As requested, the individual authorized to make representations and to be our key contact is provided below, along with his title, mailing address, e-mail address, and fax and telephone numbers:

Jay Ware, General Manager

P.O. Box 1318 Santa Ana, California 92702

Tel. 877.714.9273 | Facsimile No.: 714.664.0696 | Email Address: jay@waredisposal.com

Finally, the terms and pricing of our proposal are firm for a period of 180 days.

In closing, we are confident we meet and exceed all the requirements detailed in the RFP. We look forward to providing exemplary collection and diversion services to the City for years to come. We invite you to visit us on any Internet-connected device at <http://www.waredisposal.com/>.

Environmentally yours,



JUDITH HELAINE WARE
President/Chief Executive Officer
enclosures

Mailing Address: PO Box 1318, Santa Ana, CA 92702

Telephone No.: 877.714.9273

2. SCOPE OF WORK SUMMARY

Ware Disposal is pleased to submit its proposal to provide bulky item collection service at designated multi-family properties in the City of Costa Mesa. As a long-time service provider for many accounts in the City, as a faithful partner and contractor for clean-up events, and with years of service to City facilities, Ware Disposal stands ready to assist the City to reduce its costs while solving the abandoned bulky item issue facing the community.

The City has 23,839 multi-family units within its jurisdiction. Of that total, 9,970 are part of small duplex, triplexes and quadplexes containing 4 units or less and for which the Costa Mesa Sanitary District's hauler is responsible for servicing. The remainder of the multi-family units or about 14,000 are 5+ complexes on properties in areas managed by the City. These are the properties to be covered by the scope of services of the RFP.

We understand the City of Costa Mesa has employed a non-exclusive franchise system to manage solid waste and recycling service these multi-family properties but without the expected dividends. The servicing has apparently grown beyond what City feels its support should reasonably address. For the past several years, City staff has tried requiring periodic bulky item collection (twice per year) through the non-exclusive franchise. And, while the events are successful in their own way, they have provided no measurable reduction in the level of abandoned bulky items the City must collect.

As a result, Ware Disposal understands the City wishes to contract with a qualified service provider to do the following:

Collect abandoned bulky items in areas around commercial multi-family properties within City Council Districts 4 and 5 on a thrice-per-week schedule (i.e., Mondays, Wednesdays and Fridays), but excluding properties with 4 units or less within these two City Council Districts as they are served under the Costa Mesa Sanitary District franchise.

The winning contractor(s) are required to provide six (6) hours per-day service on the aforementioned Mondays, Wednesdays and Fridays (18 hours a week). Additionally, the winning bidder(s) will also respond to City-generated work orders covering other CDBG target areas outside District 4 and 5 in order to minimize the need for City crews to provide this service.

Finally, the winning bidder(s) will use a hierarchy for the processing of collected items that maximizes recycling and reuse to minimize use of local landfills; and they will provide monthly reports on number and type of items collected, along with the final disposition of this material (in tons).

The Section 3 specifies our scope of work, our methodology, and anticipated outcomes as enumerated in the summary above.

3. WORK PLAN

Ware Disposal provides the following per the requirements of the RFP dated March 15:

3-1) An implementation plan that describes in detail (i) the methods, including controls, by which Ware Disposal manages the quality of work of the type sought by this RFP; (ii) Ware Disposal's safety program; and (iii) Ware Disposal's management or implementation strategies or techniques that it intends to employ in carrying out the Scope of Work to maximize cost effectiveness.

Ware Disposal proposes to provide its expert services for the overall collection of abandoned bulky items in areas around commercial multi-family properties within City Council Districts 4 and 5 on a thrice-per-week schedule (Mondays, Wednesdays and Fridays). Ware Disposal will provide at least six (6) hours per-day service on Mondays, Wednesdays and Fridays every week (18 hours a week). Ware Disposal will also respond to City-generated work orders covering other CDBG target areas outside District 4 and 5; in effect, to minimize the need for City crews to provide this service.

The specific work consists of three (3) distinct collection tasks, one (1) processing task, and one (1) reporting task which we list below in our implementation plan.

Here's a short video clip of Ware Disposal Inc. in action:

https://youtu.be/K_8HTh3VVD8

Implementation

Task 1 Ware Disposal will collect bulky items in alleyways and streets adjacent to multi-family properties currently receiving bin service by a non-exclusive franchised hauler, and located within City Council Districts 4 and 5. Ware Disposal will create a route system to assure that every area is patrolled daily or on the assigned days each week.

Task 2 Ware Disposal will collect any bulky items left adjacent to or blocking trash bin enclosures at these same properties. This task activity will be conducted at the same time as Task 1 collection.

Task 3 Ware Disposal will collect any abandoned bulky items located in the rest of the City's commercial franchise area in all CDBG Target Areas in the City via City-generated work orders. Upon receipt of City-generated work orders, Ware Disposal will dispatch a vehicle to collect the abandoned bulky items at the earliest opportune time.

Task 4 After collection, Ware Disposal will use a hierarchy for the processing of collected items that maximizes recycling and reuse to minimize use of local landfills. All abandoned items will be delivered to Ware Disposal's own MRF, Madison Materials. The item(s) will be catalogued and their appropriate management determined by our expert processing staff. If items can be safely

processed in our line, they will be. If not, we will contract with a specialty company for their safe disposition. At all times, Ware Disposal adheres to the following hierarchy:

- Reuse materials as they are (where energy efficiency is not compromised)
- Disassemble materials for reuse or recycling
- Recycle
- Disposal (landfill)

Task 5 Ware Disposal will provide monthly reports on number and type of items collected, along with the final disposition of this material (in tons).

Safety Program

Insofar as **safety** is concerned, Ware Disposal has over 75 vehicles on the road every day. We must constantly strive for the protection of our customers, their communities in which they are located, the environment and our employees. We actively pursue policies that will produce the safest working environment possible. Our safety program is perhaps the most important aspect of our entire operations, since even one accident is intolerable. All Ware Disposal employees receive safety training appropriate for their positions within the company and participate in regular refresher courses when needed. We have safety committees comprising employees and management to examine all aspects of our operation to recommend ways we can increase the safety of our work venues, etc. As a demonstration of our commitment to safety, Ware Disposal Inc. has passed our last three CHP BIT inspections.



Cost Effectiveness

Ware Disposal is concerned about cost since it greatly impacts our triple bottom line - people, planet and prosperity. As stated in the RFP, the City is likewise concerned about cost:

The City of Costa Mesa has employed a non-exclusive franchise system to manage solid waste and recycling service to multi-family properties with 5 units or more. The City supports this service by collecting bulky goods and other items left in in the public Right-of-Way adjacent to multi-family properties. The extent of this service has grown beyond what City support should reasonably address. For the past several years, City staff has tried requiring periodic bulky item collection (twice per year) through the non-exclusive franchise. This has provided no measurable reduction in the level of abandoned bulky items the City must collect.

A competitive bidding process will result in the lowest responsible bid. And Ware Disposal believes its bid is both fair and equitable. Plus, Ware Disposal currently services many apartment premises and has a conveniently located MRF, Madison Materials, just 10 miles away (and just a few minutes' drive during non-peak traffic times). This will allow Ware Disposal to maintain it low prices and provide superior service with its minuteman philosophy: we stand ready to serve at a moment's notice! We'll be able to serve nearly all City requests the same day. And we will provide

the community the level of commitment that we've demonstrated to all our customers be they private or public sector.

There are additional reasons that Ware Disposal is able to provide the City with efficient, effective and low-cost service:

- Our trucks are located and maintained in Orange County
- Our MRF is fitted with the latest state-of-the-art technology (we spent over \$2 million in upgrades just a couple of years ago)
- Our phone system is always answered by a live operator
- Our people are simply the best and will do everything humanly possible to satisfy our most stringent customer demands promptly

Our business was established on prompt customer service, and it has maintained this local neighborly manner as one of the longest service family businesses in Southern California. We may have grown to nearly \$50 million per year, but our attitude is always *every customer counts!*

Ware Disposal states its availability to commence work within thirty (30) days of award of the City of Costa Mesa's contract.

3-2) An explanation of the efforts that Ware Disposal would undertake to maintain effective communication with the City.

Ware Disposal is the current city facility services contractor and is more than familiar with the City of Costa Mesa's invoicing and communications procedures as it maintains close and frequent communications with City staff and its consultants.

Ware Disposal has also participated as an integral partner with the City of Costa Mesa in its biannual Neighbors for Neighbors clean up events in April and September each calendar year. Ware Disposal has participated in the event for the past decade.

4. PERSONNEL

Our key personnel are mostly stationed at Ware Disposal's corporate offices at 1035 E. 4th Street, Santa Ana, California; the site of our vertically integrated processing and transfer station named Madison Materials. Support personnel and collection vehicles are located at our Fullerton corporate yard. The capsule descriptions of key personnel begin with our President and CEO, Judith H. Ware.

JUDITH HELAINE WARE

President/CEO

Judith Helaine Ware has been the President and CEO of Ware Disposal Co., Inc. since the mid-1980s and the CFO of the Company 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 and deals with financing/leasing companies in securing the requisite financing of capital equipment.



Ms. Ware has participated in many seminars and conferences in the state and municipalities' attempt to develop permanent solutions in meeting their requirements under AB 939, the State of California's Integrated Waste Management Act of 1989. Her participation in a number of these seminars led several municipalities to implement construction and demolition and green waste programs to capture additional diversion. She has 45 years of experience, possessing extensive knowledge of the solid waste and recycling industry.

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, the Orange County Marathon and the Orange County Taxpayer's Association. She is a community partner, like the rest of the Company, and has been happily married since 1968. She has one son (the Company's General Manager) and a daughter.

JAY WARE

General Manager (Primary Contact)

He began his career in the industry by driving routes and signing up customers. He attended the Solid Waste Association of North America's Construction and Demolition course in Salt Lake City in July 2001; the first time the course had ever been offered by SWANA. He was a panelist on construction and demolition facility operations for the California Resource Recovery Association's Construction and Demolition Council at the City of San Diego on 27 February 2003,

and currently is an executive member of the organization’s Construction and Demolition Council (CDC). Lastly, he is a current board member of the California Waste and Recycling Association (CWRA). The CWRA is made up of solid waste haulers, recyclers, facility owners and operators, and Associate members whose goods haulers and recyclers.



waste haulers, recyclers, facility owners and operators, and Associate members whose goods haulers and recyclers.

Mr. Ware has had an tremendous growth at Ware Through his leadership, Ware collection vehicles running on as well as having the average age (4) years. Ultimately, it is his goal fleet run on CNG fuel.

instrumental role in the Disposal over the last decade. Disposal now has nearly all of its compressed natural gas (CNG), of the fleet at no older than four to have Ware Disposal’s entire

Mr. Ware has been instrumental in developing and implementing the firm’s state-of-the-art diversion systems including its A:B routing system, curbside recycling programs, its C&D debris recycling system, and, most recently, its organics recycling facility.

He will be the point person as part of the transition from the previous service provider. He has coordinated several previous service transitions from previous providers, including City of Los Angeles Southeast Zero Waste Franchise Zone, City of Monterey Park, Lennox GDD and East Charter Oak areas for the County of Los Angeles, the City of Laguna Woods, Orange County permit area number 5, the Irvine Company, and several school districts across Los Angeles and Orange Counties.

He is a graduate of the University of Southern California (USC) with concentrations in business administration and communications in 1992.

MICHAEL SHAFFER

Chief Financial Officer

Michael Shaffer possesses more than 15 years of progressively responsible experience managing accounting and finance functions for Shaffer has led accounting groups at well as small early-stage growth previous positions, Mr. Shaffer Administration and CFO of Nakoma management consulting firm system implementations and (Division Controller) for Endeavors Technology. Prior to his years with Endeavors, Mr. Shaffer held various accounting-related roles at the Fortune 500 energy services firm, Sempra Energy (NYSE:SRE).



companies in a variety of industries. Mr. both large Fortune 500 companies as enterprises. Among his significant served as Vice President of Group, a California-based specializing in Oracle-based ERP upgrades. He was the Finance Director Technology, a US subsidiary of publicly traded UK firm, Tadpole Technology. Prior to his years with Endeavors, Mr. Shaffer held various accounting-related roles at the Fortune 500 energy services firm, Sempra Energy (NYSE:SRE).



BEN MARLON WARE*Vice President/Secretary of the Board*

Ben Ware is an original founder of Ware Disposal, and he possesses 51 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 oversees the dispatch operations for the Company. He also possesses over 45 years of mechanical experience. When he established the Company in 1968, he began collecting recyclable material and prevented it from being landfilled well before AB 939 was passed in 1989.

Mr. Ware has undertaken the management of franchise transition, a characteristic that will assist the Company well during the transition from the previous service provider to Ware Disposal (if selected). His role will be that of the Senior Technical Relations Coordinator and to coordinate special projects during the transition from the previous service provider to the new provider.

JASON BRYCE RUSH*Legislative Director, Public Relations and Recycling Coordinator*

Jason Bryce Rush is the Legislative Affairs Director and Corporate Recycling Coordinator for Ware Disposal, a position he has held for more than 16 years. He joined Ware Disposal after working for two (2) years as an environmental policy analyst in the California State Assembly. His understanding of environmental rules and regulations and the governmental process is extensive.

Mr. Rush has attended numerous seminars/conferences to the solid waste and recycling industries allowing him to remain well versed on technologies, regulations, and business strategies related to recycling, and zero waste management systems. His specialty with business accounts and local municipalities has been "performance auditing," a process by which he analyzes an existing waste management program and waste supply, and then integrates this information with existing and potential demand (domestic and foreign recycling markets). This process can easily optimize services to reduce a client's overall disposal costs and increase recycling.

REETANJALLI RAJ*Accounts Payable*

Ms. Reeta Raj is Ware Disposal's accounts payable clerk. 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.

BRAD TIMMONS

Operations Management Specialist (Route Manager)

Brad Timmons has over 20 years of experience in the solid waste and recycling industries. He possesses many years of practical experience in single-family and multi-family residential and commercial MSW collection and routing. Brad is also an accomplished public relations manager. He will assist the Company and the Client in the following ways:

Routing—He will confirm routing the entire residential and nonresidential sectors of the City, with the Client's approval, while ensuring minimal disruption to the customers' current service frequency. This assumes no change initially but perhaps later as we identify ways to enhance or improve collection and resource recovery efficiency.

Marketing—He will assist the Company in targeting key franchise areas to increase participation in recycling/diversion programs (e.g., the multi-family and commercial sectors) so that the Client maintains its overall AB 939/AB 341 obligations, and we meet our diversion obligations for what is collected by Ware Disposal.

Developing recycling programs—He will utilize his 20 years of industry experience to assist in the implementation of specific recycling and diversion programs for the Client's commercial sector and ensure that they ultimately become highly successful.

FRANK TORRES

Senior Operations Manager –Madison Materials

Frank Torres is the Operations Manager at Madison Materials. He possesses an extensive background in the trucking and solid waste industry with five (5) years of supervision responsibilities. For over 15 years, he was the Operations Manager for American West Trucking in Anaheim, California, where he supervised approximately 60 employees and managed the day-to-day operations of maintaining the Department of Transportation logs, supervised the dispatch operations and other affiliated personnel. Because of that position, he possesses the necessary experience and training for operating equipment like forklifts, wheel loaders and excavators.

Mr. Torres has the responsibility at Ware Disposal's Madison Materials Resource Recovery facility to market the processed recyclable products, so they are returned back to the end-user marketplace. Annually, he successfully markets over 100,000 tons of recyclable materials (processing over 150,000 per annum at Madison Materials), including finding new markets for green waste and construction and demolition fines for beneficial reuse. He also has the responsibility of developing and maintaining the facility's safety policies, managing the facility's 50+ employees, supervising the mechanics, providing the necessary incentive for workers on the sort line to increase productivity, and identifying methods to improve the quality of the overall product.

MANUEL GONZALES*Senior Operations Manager – Residential*

Manuel Gonzales has been the Senior Operations Manager for Ware Disposal for the past twelve (12) years. Prior to becoming the Senior Operations Manager, he was Ware Disposal's chief mechanic, and got his entry into the firm as a driver for the Company. He will be one of the lead individuals to ensure a smooth transition in dealing with the alternative fuel technology.

Mr. Gonzales has assisted the Company in making the Company's routes more efficient and was the leading force for implementing a GPS system in all Company's trucks in 2002. He will assist the Company to locate and place all of the commercial containers for the Client's residential, commercial, industrial, and multi-family customers. Mr. Gonzales will also be one of the key individuals involved in recruiting and training new drivers and service staff.

JOSE CHAVEZ*Project Coordinator/Human Resources*

Jose Chavez represents Ware Disposal Inc. as the Project Coordinator/Human Resources since 2015. Currently, he possesses two years of industry experience. Previously, he worked at Pat Kimmel Development as a Construction Administration Official including payroll, human resources, processing change and purchase orders, invoicing and subcontractor management. Prior to that, he worked in operations management for CNC New Inc., DG Performance Inc., Full of Scrap and J Tech over the last twenty years handling much of the same job tasks. He remains well versed in DOT and CHP regulations, union CBAs and other human resource issues confronting California and the nation. Jose remains fluent in Spanish, like most of our valued staff. He enjoys participating with his children in their various athletic competitions.

YOLANDA MORA*Accountant and Billing, Residential Customer Service Manager*

Yolanda Mora is responsible for Ware Disposal's financial reporting and other fiscal matters on the subject contract. She has six (6) years of supervision experience and an extensive background in accounting and finance and management information systems, resulting in significant improvements in cost reporting and controls. Before joining Ware Disposal, she worked for manufacturing companies in Orange and Los Angeles County. Ms. Mora will assist the General Manager and the CFO to assure that the services provided are cost-efficient and sustainable. Ms. Mora has a diploma from the Southern California Institute of Technology in computer sciences.

Working for Ware Disposal in Accounts Receivables, Ms. Mora incorporates that same personalized approach with the residents. She manages the Los Angeles County Residential Customer Service for East charter Oaks/ Foothill/ Ramona/ Spadra communities. She handles the customer requests, billing, collections, customer call logs, and creates the quarterly recycling newsletters that communicate important information to promote awareness about recycling in

their communities. She also assists with commercial customer needs or wherever else she is needed.

JOSE LAZARO

Customer Service Relations Manager

Jose Lazaro is the Customer Service Relations Manager at Ware Disposal, with six (6) years of supervision experience. Mr. Lazaro is responsible for assuring that all customer requests and complaints are handled quickly and in a responsive manner. It is the duty and objective of Mr. Lazaro and Ware Disposal to provide the residents and businesses with a 100% satisfaction "guarantee." He possesses over 15 years in customer service and large account management. His experience includes accounting/financial management, retail management and construction/inspection management. He will be responsible for supervising all customer relations with the public and businesses in the County. He will directly supervise all Customer Service Representatives (CSRs) involved with the transition and ongoing public relations.

As the Customer Service Relations Manager for Ware Disposal, Mr. Lazaro has maintained multiple large volume accounts over the past three years. His customer service skills have created positive relations with the company's clients and seek to provide the best possible service at all times. Mr. Lazaro has implemented organizational management tools to promote an accurate and consistent system. He assists in educating and implementing Ware Disposal's recycling programs so the Company's clients are aware of any current state and/or local government measures and/or programs. He possesses superior knowledge of operations as it relates to the solid waste industry.

Management and Operation Staff Time Committed to City

Judith Helaine Ware, President and Chief Executive Officer, will be the individual who has the responsibility for the Company's records as it relates to the franchise contract administration. She will dedicate 5% of her time overall, and about 10% during the transition.

Jay Ware, General Manager, will have overall responsibility for the franchise contract, including managing customer service and billing. He will dedicate up to 15% of his time to the project overall, and 40% during the transition.

Brad Timmons, Operations Management Specialist, will be the individual who has the responsibility for implementing the Company's operational plan. He will dedicate up to 25% of his time overall, and 50% during the transition.

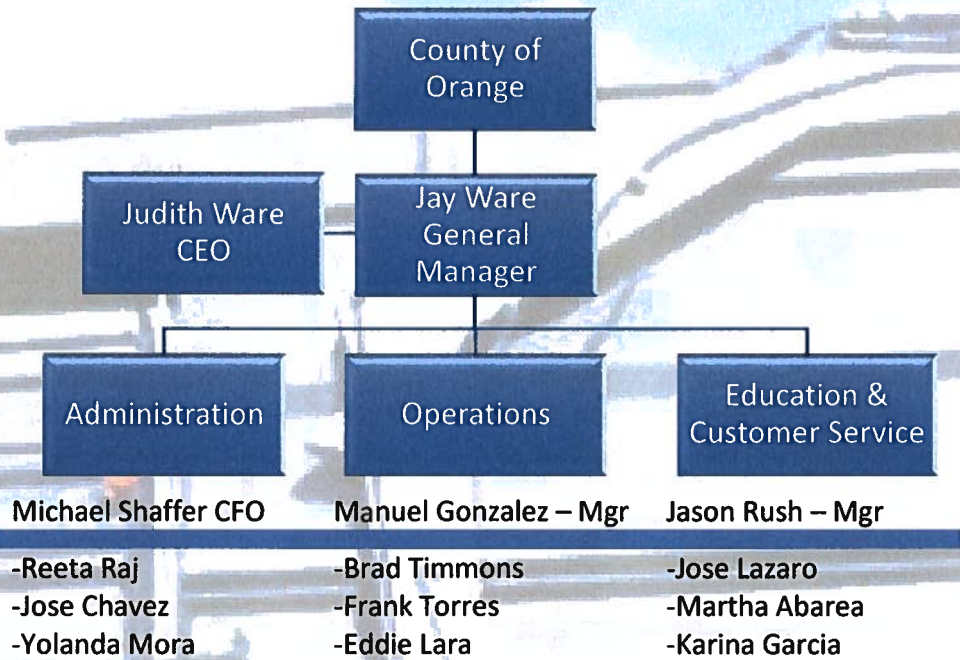
Manuel Gonzalez & Frank Torres, Senior Operations Managers, together will share the responsibility for supervising the Company's collection operations. Together, they will dedicate up to 20% of their time overall, and 40% during the transition.

Jose Lazaro, Customer Relations Manager, will have the responsibility for assuring residential and nonresidential customer satisfaction. Mr. Lazaro will supervise all Customer Service

Representatives (CSRs) who will answer phone calls and ensure that Ware Disposal exceeds the customer service requirements of the trash and recycling contract. He will dedicate up to 20% of his time overall, and 75% of his time during the transition.

Jason Bryce Rush, Legislative Director, will be the individual to serve as the liaison between the Client and the Company and will coordinate public education activities until the time that our firm’s dedicated Recycling Coordinator is hired and fully trained. Mr. Rush will direct all appropriate public outreach described. He will dedicate up to 20% of his time overall, and 75% during the transition.

Overall Management Structure



5. QUALIFICATIONS

We provide herein the required information regarding Ware Disposal, Inc. (Ware Disposal) as the sole proposing entity. Ware Disposal provides its *solemn corporate guarantee* that all services will be performed satisfactorily in accordance with the Franchise Agreement, and that all information submitted is true and accurate as of April 14, 2021.

Our firm's legal name is Ware Disposal, Inc., and it is referred to within this document as Ware Disposal. The firm was founded in 1968, and legally incorporated as a corporation in the State of California on June 14, 1982. The firm has been operating for 53 years since its establishment in 1968.



Judith Helaine Ware and Ben Marlon Ware are the owners/stockholders of Ware Disposal with greater than 10 percent of the company's equity. The same applies to Madison Materials, the company's processing and transfer station. Our authorized personnel are identified below:

President/CEO:	Judith Helaine Ware
Vice President/Secretary:	Ben Marlon Ware
General Manager:	Jay Ware
Chief Financial Officer:	Michael Shaffer
Authorized Individuals:	Judith Helaine Ware and Jay Ware (Key Contact)
Key Contact Information:	Jay Ware / Ware Disposal P.O. Box 1318 Santa Ana, California 92702 Tel. 877 714 9273 / jay@waredisposal.com

Ware Disposal's corporate headquarters is located at 1035 E. 4th St., Santa Ana, CA 92701. This is also the location of the closest facilities to the City of Costa Mesa.

In the following, we provide a summary of our residential and commercial operations experience in collection, diversion, and disposal.

Residential Cart Service—Ware Disposal has the privilege to provide three-cart residential service in the single-family residential sector in several communities in Southern California. Our company currently serves about 24,000 residential units (e.g., single-family homes, townhomes,

condos, and trailers) with 2- or 3-cart refuse and source-separated recycling and organics services.

We are proud to be an existing exclusive franchise residential hauler in three (3) Los Angeles County unincorporated areas -- South Whittier, Lennox GDD, and East Charter Oak -- serving more than 20,000 single-family residences in just those three (3) areas alone. We provide automated three-cart services for refuse, recycling and green waste collection using CNG-powered vehicles. We also provide residential service under an exclusive franchise for the Orange County Waste and Recycling Permit Area No. 5, El Modena Section, which commenced 1 July 2007. We collect trash, single-stream recycling, and green/organic materials using side-loading trucks and color-coded automated carts.

Commercial Bin Service—Ware Disposal has provided commercial bin service to customers across Southern California in both exclusive (e.g., City of Los Angeles) and nonexclusive environments (i.e., several Los Angeles and Orange Counties cities). 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.

Roll-Off, Compactor and Temporary Service – Ware Disposal has provided roll off, compactor and temporary collection services from Los Angeles to San Diego over the last five decades, and many experts regard Ware Disposal as an industry leader in this service area. Ware Disposal has the required expertise to maximize the recoverability of construction and demolition debris and prevent them from being landfilled. More information can be obtained at our website:

<http://www.waredisposal.com/services/roll-off-services/>

<http://www.waredisposal.com/madison-facility/>

Diversion Experience – 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. Typically, our Company sets a minimum goal of 55% diversion minimum goal for commercial sector materials, aiming for 75% and beyond. Our clean MRF in Santa Ana -- Madison Materials -- processes nearly 350,000 tons per year; and it has a 63% utilization rate -- three (3) times the industry average facility usage rate in So Cal -- with an official facility diversion rate is 70%. In the residential sector, we aim for 50% diversion; and in spite of the recent recycling downturn, our franchise areas are averaging in excess of 40% diversion.

More recently, we are working to add new systems to provide high diversion rates for organics recycling. We have focused on a processing system to produce a slurry perfect for low temperature anaerobic digestion with our partners to create renewable natural gas (RNG) and compostable solids with virtually nothing going to landfill.

Overall Municipal Franchise and Contract Experience – In the tables on the next page, we identify the names of all the public agencies in Southern California where we currently provide service. The information includes service types (e.g., exclusive and nonexclusive service, residential and commercial, etc.), equipment used, and contractual arrangements.

Services include either limited or full-service bulky item pickup as indicated. Full-service means any and all bulky items must be collected under contract with both bi-annual events and curbside and/or alley collection.

Jurisdiction	Franchise Arrangement	Services*
South Whittier (LAC-UA)	Residential Exclusive	Residential 3-cart system
East Charter Oak (LAC-UA)	Residential Exclusive	Residential 3-cart system
Lennox Garbage Disposal District (LAC-UA)	Residential & Commercial Exclusive	Residential 3-cart system & Commercial bin, roll off & carts
County of Los Angeles	Commercial Nonexclusive	Commercial bin, roll off & carts
City of Los Angeles	SE Los Angeles Zone Exclusive	Commercial bin, roll off & carts
City of Monterey Park	Commercial Semi-Exclusive	Commercial bin, roll off & carts
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 Thousand Oaks	Temporary Services	Roll Off Services
County of Orange El Modena Community	Residential and Commercial Exclusive	Residential 3-cart system & commercial, roll-off & carts
City of Costa Mesa	Commercial Nonexclusive	Commercial bin, roll off & carts
City of Irvine	Commercial Nonexclusive	Commercial bin, roll off & carts
City of Newport Beach	Commercial Nonexclusive	Commercial bin, roll off & carts
City of Lake Forest	Temporary Services	Roll Off Services
City of Rancho Santa Margarita	Temporary Services	Roll Off Services
City of Santa Ana	Temporary Services Exclusive Construction and Demolition Processing Service	Roll Off Services Through Madison Materials
City of San Diego	Commercial Nonexclusive	Commercial bin, roll off & carts
County of San Diego	Commercial Nonexclusive	Residential 3-cart system & Commercial bin, roll off & carts
City of Laguna Woods	Exclusive Services Previously provided 1 September 2005-31 December 2015	Residential 3-cart system & Commercial bin, roll off & carts

* includes refuse, recycling, green waste and organics

+ CUA – County Unincorporated Area

We also serve twenty eight (28) school districts, two (2) community college districts and California State University Los Angeles in Southern California via exclusive contracts. We list these below in a tabular format with districts in LA County listed first.

School District	Services
El Segundo Unified School District	Commercial bin & roll off
Inglewood Unified School District	Commercial bin & roll off
Lennox Unified School District	Commercial bin & roll off
Rowland Heights Unified School District	Commercial bin & roll off
El Rancho Unified School District	Commercial bin & roll off
El Monte Unified School District	Commercial bin & roll off
Norwalk La Mirada Unified School District	Commercial bin & roll off
Walnut Unified School District	Commercial bin & roll off
Garvey School District	Commercial bin & roll off
Pomona Unified School District	Commercial bin & roll off
Saddleback Valley Unified School District	Commercial bin & roll off
Westminster Unified School District	Commercial bin & roll off
Los Alamitos Unified School District	Commercial bin & roll off
Buena Park Unified School District	Commercial bin & roll off
Centralia School District	Commercial bin & roll off
Magnolia School District	Commercial bin & roll off
Tustin Unified School District	Commercial bin & roll off
Newport –Mesa Unified School District	Commercial bin & roll off
Irvine Unified School District	Commercial bin & roll off
Central School District	Commercial bin & roll off
Little Lake School District	Commercial bin & roll off
Lowell Joint School District	Commercial bin & roll off
Ontario-Montclair Unified School District	Commercial bin & roll off
Upland Unified School District	Commercial bin & roll off
Corona Norco Unified School District	Commercial bin & roll off
Chino Valley Unified School District	Commercial bin & roll off
Cypress School District	Commercial bin & roll off
Santa Ana Unified School District	Commercial bin & roll off
North Orange County Community College District	Commercial bin & roll off
South Orange County Community College District	Commercial bin & roll off
Rancho Santiago Community College District	Commercial bin & roll off
California State University, Los Angeles	Commercial Cart, bin & roll off

*Please note we provide cart collection services for food waste at all school districts listed above.

We provide below several detailed references for current municipal customers with services most similar to those requested in this RFP. References include the following information:

- The name of the jurisdiction
- Time period during which proposer provided service to the jurisdiction
- The type of customers served (e.g., residential cart, commercial bin, and/or roll-off box)



- The services performed (e.g., refuse collection, recyclable materials collection or green waste collection)
- Residential collection methods (e.g., manual or automated)
- Whether the services were exclusively or non-exclusively provided in the jurisdiction by the proposer
- The name, address and telephone number of the jurisdiction representative responsible for administering the contract

COUNTY OF LOS ANGELES (2008-PRESENT)

The County of Los Angeles’s Board of Supervisors on 20 November 2007 selected Ware Disposal after a rigorous competition to become the exclusive residential integrated solid waste management provider to the East Charter Oak and South Whittier franchise areas, along with the Lennox Garbage Disposal District near LAX. The franchise was for a total of 10 years including three (3) one-year extensions. The franchise was extended after another competitive bidding process for an additional (up to) 10 years’ time period.

Residential service includes automated, three-cart residential collection for 3,610 unit in East Charter Oak, 13,650 in South Whittier, 2,313 in Lennox (along with 197 MFU and 120 businesses). The Department of Public Works selected the cart colors for use in the franchise area. Ware Disposal provides collection with a fully alternative fueled fleet. Furthermore, Ware Disposal also offers residents complimentary SHARPS and used motor oil collection as a significant program enhancement.

Ware Disposal was able to accomplish the service transition to the franchise area in a three-week window to reduce the amount of potential confusion to residents during the transition period. There were some alterations to collection days to accommodate the street sweeping schedule.

Ware Disposal provides quarterly newsletters to the East Charter Oak residents. All public education documents are bilingual (English and Spanish).

It should be noted that the average diversion rate for collected materials for East Charter Oak is above 50%. In should be noted that Ware Disposal exceeds the current diversion rate for all of the County of Los Angeles franchise communities in the immediate area including Bassett/Valinda/South San Jose Hills (31%), South San Gabriel (31%), Citrus/Charter Oak/Ramona (37%), Rowland Heights (40%) and West Whittier (38%).

Ware Disposal’s Diversion Rates¹

Year	East Charter Oak	South Whittier
2008	50.5%	



2009	55.4%	
2010	50.9%	
2011	52.6%	
2012	53.6%	
2013	53.4%	
2014	53.4%	
2015	52.1%	
2016	51.2%	
2017	45.7%	
2018	45.0%	37.06%
2019	40.80%	29.26%
2020	31.56%	28.27%

1. The diversion rate for California as a whole was 40% in 2018, representing the 6th consecutive year that the official statewide diversion rate declined. In large part, this was due to poor markets which affected all recycling sectors in the US. Our comparatively high rate stands as a testament to the excellent marketing by Ware Disposal.

Contact name and number for the contract administrator is:

Mr. Steve Milewski
 Management Specialist I
 County of Los Angeles, Department of Public Works
 900 South Fremont Avenue
 Alhambra, California 91803 1331
 626 458 3573
 smilewski@dpw.lacounty.gov

COUNTY OF ORANGE, EL MODENA COMMUNITY (Franchise Area no. 5) (1999-PRESENT)

In December 1999, Ware Disposal was selected by the Orange County Board of Supervisors to provide exclusive commercial service to Permit Area no.5. Permit Area no.5 is a collection of county unincorporated islands, which includes the following: El Modena, Orange Park Acres, Silverado Canyon and Modjeska Canyon. All of these areas involve heavy traffic through residential neighborhoods and include service to residential premises. The exclusive commercial contract service ranges from providing heavy industrial service to concrete companies, to providing source separated green waste containers to landscape companies, to providing recycling services for horse manure to more typical commercial strip-mall clientele.

For all accounts in Permit Area no.5, Ware Disposal utilizes a front loader system for all standard 2-, 3- and 4-yard bin customers and a roll-off and compactor system for all industrial clients. Ware Disposal offers a number of recycling programs for all customers in Permit Area no.5, especially increasing the recyclability of construction and demolition debris and green waste generated.



On 27 February 2007, by a unanimous vote of the Board of Supervisors, Ware Disposal was awarded the exclusive franchise agreement in Franchise Area 5 for the El Modena area for both commercial and residential accounts. The original service commenced 1 July 2007 through 30 June 2010. With a contract extension from the Board of Supervisors, it now continues through 30 June 2020.

This area has approximately 50 commercial bins and 667 single family units. All of the residential and commercial accounts are billed by Ware Disposal on a quarterly basis. The original franchise agreement called for a refuse and recycling cart for residents; however, Ware Disposal desired to be proactive and proposed adding a green waste collection cart at no additional charge. Ware Disposal was able to implement the green waste cart before service transition to limit potential confusion with the residents in the community.

Three (3) other key items to mention as part of the franchise terms is the requirement to: (a) MRF all roll off box material and commercial bins to the maximum extent feasible; (b) must meet or exceed the 50% diversion level; and (c) must make recycling available to the entire commercial sector. Ware Disposal has met these terms without fail.

Lastly, in 2008, Ware Disposal provided the El Modena community with an all-alternative fuel fleet, thus becoming the first OC franchise without any diesel fueled solid waste vehicles.

The contract administrator for Permit Area no.5 is as follows:

Mr. Isabel Rios Kahn
Franchise Administrator
OC Integrated Waste Management Department
300 North Flower Street, Suite 400
Santa Ana, California 92703
714 834 4118
isabel.rios-kahn@ocwr.ocgov.com

CITY OF COSTA MESA (1968-PRESENT)

Ware Disposal provides all levels of solid waste and recycling services to the City of Costa Mesa. Under the City's integrated solid waste management program, Ware Disposal is only one of four full-service providers able to provide services citywide. Ware Disposal utilizes a front-loader system for all standard 2-, 3-, 4- and 6-yard bin customers and a roll-off and compactor system for all industrial customers. This includes solid waste and recycling services to the multi-family and apartment sectors in the City of Costa Mesa. Ware Disposal is the current City Hall and City Facilities service provider for the past decade.

Ware Disposal has participated in a number of neighborhood clean-up efforts throughout the better part of the last decade, the latest being the Neighbors for Neighbors event in September.

For each of the neighborhood clean-up efforts in which Ware Disposal participates, the Company donates a minimum of two (2) forty-yard roll-offs and upwards of ten (10) portable toilets in an effort to beautify the City of Costa Mesa.

- Dates of service—1968 to present.
- Approximate tonnage handled per annum: 34,339

The contract administrator for the City of Costa Mesa is as follows:

Ms. Robert Staples
Management Analyst
City of Costa Mesa
PO Box 1200
Costa Mesa, California 92628-1200
714 754 5024
robert.staples@costamesaca.gov

CITY OF IRVINE (1968-PRESENT)

Ware Disposal was one of the two original solid waste and recycling haulers operating in the City of Irvine since its incorporation in 1971. Ware Disposal provides all levels of solid waste and recycling services to the City. Ware Disposal utilizes a front-loader system for all bin-served customers, and a roll-off and compactor system for all industrial customers. Ware Disposal also offers a number of C&D recycling programs for all customers, especially increasing the recyclability of construction and demolition debris and green waste generated. Under the nonexclusive franchise agreement with the City of Irvine, Ware Disposal has delivered 90% of all the material it collects to Madison Materials for appropriate processing.

- Dates of service—1971 to present.
- Approximate tonnage handled per annum: 24,571

The contract administrator for the City of Irvine is as follows:

Mr. Ryan Tenney, Senior Management Analyst
City of Irvine
1 Civic Center Plaza, Irvine, California 92623-9575
949 724-6379
rtenney@ci.irvine.ca.us

CITY OF NEWPORT BEACH (1968-PRESENT)

Ware Disposal has been providing solid waste and recycling service to the City of Newport Beach for over two decades. Ware Disposal provides all levels of solid waste and recycling services to the City of Newport Beach. Ware utilizes a front-loader system for all bin-served customers and a roll-off and compactor system for all industrial customers. Ware Disposal offers a number of recycling programs for all customers in the City, especially increasing the recyclability of construction and demolition debris and green waste generated in the City.

Ware Disposal is also the exclusive City facility solid waste collection provider over the last six (6) years.

- Dates of service—1968 to present.
- Approximate tonnage handled per annum: 17,976

The contract administrator for the City of Newport Beach is as follows:

Mr. Micah Martin
Deputy Director
Department of General Services
City of Newport Beach
3300 Newport Blvd.
Newport Beach, California 92660 3816
949 644 3055
mmartin@city.newport-beach.ca.us

6. PROPOSER PRICING FORM

Ware Disposal Inc. proposes the following prices for the City of Costa Mesa's Large Item Disposal Program.

Option A:

Truck cost per hour: \$148.00

Route hours per day: 6.00

Total cost per day: \$880.00

Operating days per week: 3.00 (Monday, Wednesday and Friday)

Total cost per week: \$2,664.00

Disposal costs: Option A provides the City of Costa Mesa two (2) tons of each operating day, which will be transported to Madison Materials for appropriate processing and recycling to maximize diversion away from the Orange County landfill system.

Additional labor charges: Any labor charges above the 6.00 route hours per day will be assessed to the City at an incremental rate of 0.25 per hour. Ware Disposal Inc. will provide GPS detail reports indicating service over the 6.00 route hours per day.

Special collection requests: If the City of Costa Mesa requires Ware Disposal Inc. to provide service on Tuesday and/or a Thursday, then Ware Disposal Inc. proposes the following alternatives for the City to consider:

- a. A flat operating cost of \$900.00 per day to six (6) route hours per day; or
- b. \$150.00 per truck cost per hour plus \$15.00 per item collected with the City to be invoiced for actual truck cost per hour utilized to the nearest 0.25 incremental rate per hour.

Option B:

Truck cost per hour: \$125.00

Route hours per day: 6.00

Total cost per day: \$750.00

Operating days per week: 3.00 (Monday, Wednesday and Friday)

Rate per item collected: \$15.00

Under Option B, Ware Disposal Inc. will invoice the City of Costa Mesa for each individual item collected, with Ware Disposal Inc. producing a photograph of each item to prove service was provided. Like that seen in Option A, Ware Disposal Inc. will transport all collected materials to Madison Materials for appropriate processing and recycling to maximize diversion away from the Orange County landfill system.

Additional labor charges: Any labor charges above the 6.00 route hours per day will be assessed to the City at an incremental rate of 0.25 per hour. Ware Disposal Inc. will provide GPS detail reports indicating service over the 6.00 route hours per day.

Option C:

Truck cost per day: \$600.00

Per item charge of: \$8.00 per item

Operating days per week: 5.00 (Monday through Friday)

Processing costs at Madison Materials: Included in the truck cost per day

Under Option C, Ware Disposal Inc. will provide service on the required Monday, Wednesday and Friday, as requested. In addition, Ware Disposal Inc. will provide service on Tuesdays and Thursdays to remove items in identified hot zones to ensure items do not become eyesores to the City and affected neighborhoods.

Like that seen in Option A, Ware Disposal Inc. will transport all collected materials to Madison Materials for appropriate processing and recycling to maximize diversion away from the Orange County landfill system.

*For all options above Ware Disposal provides an additional program offering:

Ware Disposal Inc. will offer two (2) special clean up events per year with up to eight (8) roll off boxes per event for the two (2) referenced hot zones and will conduct the events on a Saturday to benefit the community. The City will have the responsibility to provide notification to the affected portions of the City.

Processing costs: Included in the truck cost per day.

7. BID ALTERNATES

The City indicates that it may “consider expanding the program to cover additional days of service (weekdays only).”

Ware Disposal is proposing to fulfill the terms of the RFP for thrice a week servicing; but it is likewise open to expanding service to 5-days per week, if the City desires. While Monday-Wednesday-Friday may be the heaviest days of abandonment for bulky items, any time there are items in the public right-of-way, or blocking bin enclosures, and otherwise placed in alleys and streets, it presents a potential hazard to the community and attracts additional dumping. We have provided in our Section 6 Proposer Pricing Form a contingency for this City option if it so desires to expand service to Tuesday and/or Thursday.

EXHIBIT C

CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

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

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

POLICY

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

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

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

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

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

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