

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

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1<sup>st</sup> day of July 2026 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and WARE DISPOSAL, INC., a California corporation ("Contractor").

**RECITALS**

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

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

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

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

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

**1.0. SERVICES PROVIDED BY CONTRACTOR**

1.1. Scope of Services. Contractor shall provide the professional services described in City's Request for Proposals (RFP No. 26-15), attached hereto as Exhibit "A," and Contractor's Proposal, attached hereto as Exhibit "B," both incorporated herein.

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

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

- (a) Meet with Contractor to review the quality of the work and resolve the matters of concern;

- (b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

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

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

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

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

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

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit "C," (Option A) attached hereto and made a part of this Agreement. Contractor's annual compensation during the initial two-year term of this Agreement shall not exceed One Hundred Four Thousand Eight Hundred Thirty-One Dollars and Sixteen Cents (\$104,831.16).

Pricing shall remain firm for a minimum of two (2) years. All requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at [www.bls.gov](http://www.bls.gov).)

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

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

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

### **3.0. TIME OF PERFORMANCE**

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

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics (excluding COVID-19), material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such

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

#### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of twenty-four (24) months, ending on June 30, 2028, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by three [3] additional one [1]-year periods upon mutual written agreement of both parties.

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

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

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

#### **5.0. INSURANCE**

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

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury

with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate.

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

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

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

- (e) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

## **6.0. GENERAL PROVISIONS**

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

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

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

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

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

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

IF TO CONTRACTOR:

WARE Disposal, Inc.  
PO Box 1318  
Santa Ana, CA 92702  
Tel: (714) 664-0677  
Attn: Brad Timmons

IF TO CITY:

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

Courtesy copy to:

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

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

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

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

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

6.9. Indemnification and Hold Harmless. Contractor agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Contractor, its

employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Contractor's Proposal, which shall be of no force and effect.

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

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

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

subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

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

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

6.15. Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 7920.000 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 7924.510, and of which Contractor informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

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

a decision under this Agreement pursuant to a conflict of interest statute.

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

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

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

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

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

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

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

6.24. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other Contractors for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

6.26. Waiver. The delay or failure of either party at any time to require performance or

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

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

6.28. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

[Signatures appear on following page.]

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

**CONTRACTOR**

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Name and Title

**CITY OF COSTA MESA**

\_\_\_\_\_  
Cecilia Gallardo-Daly  
City Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Brenda Green  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kimberly Hall Barlow  
City Attorney

Date: \_\_\_\_\_

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Ruth Wang  
Risk Management

Date: \_\_\_\_\_

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Kevin Gaxiola  
Project Manager

Date: \_\_\_\_\_

DEPARTMENTAL APPROVAL:

\_\_\_\_\_  
Raja Sethuraman  
Public Works Director

Date: \_\_\_\_\_

APPROVED AS TO PURCHASING:

\_\_\_\_\_  
Finance Director

Date: \_\_\_\_\_

**EXHIBIT A**

**REQUEST FOR PROPOSALS (RFP No. 26-15)**



**REQUEST FOR PROPOSAL**

**FOR**

**BULKY ITEM COLLECTION SERVICES**

**RFP NO. 26-15**



**PUBLIC WORKS DEPARTMENT**

**CITY OF COSTA MESA**

**Released on  
February 11, 2026**

## REQUEST FOR PROPOSAL FOR BULKY ITEM COLLECTION SERVICE

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

### I. GENERAL INFORMATION

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with an annual General Fund budget of over \$186.8 million and a total budget of \$224 million for Fiscal Year 2025-2026.

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

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

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

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

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

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued, and the information will be posted on PlanetBids. Any interpretation of,

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

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

|                                       |                                         |
|---------------------------------------|-----------------------------------------|
| <b>Release of RFP</b>                 | <b>February 11, 2026</b>                |
| <b>Deadline for Written Questions</b> | <b>February 19, 2026, at 11:00 a.m.</b> |
| <b>Responses to Questions Posted</b>  | <b>February 26, 2026</b>                |
| <b>Proposals are Due</b>              | <b>March 5, 2026, by 2:00 p.m.</b>      |

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

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

- a. Proposing Contractors are expected to provide all vehicles, equipment, support services required to carry-out waste collection service in the manner and frequency required by the City. Proposing Contractors must be able to clearly demonstrate past performance for similar municipal, institutional, or commercial clients. At minimum Contractor must provide one (1) municipal or county reference for similar projects within the past five (5) years.
- b. Customer service and communication with City staff are a high priority in the City's selection criteria. Successful proposers will be able to demonstrate adequate staffing in this area, demonstrate focus to environmental sustainability and detail methodologies used to coordinate scheduling and response to City questions and concerns.
- c. Proposing Contractors are expected to have all required licenses and permits for the collection, consolidation, and transportation of solid waste in both the State of California and the County of Orange. As a City services contract, this agreement and the services thereto are exempt from franchise fee requirements.
- d. The Contractor shall assign a project manager. This individual will serve as the main point of contact and someone who can be reached during normal working hours, or emergencies, and must be authorized to make decisions on matters pertaining to this contract to the City.
- e. The Proposer must disclose any pending or past claims, labor law violations, formal notices to cure, etc. within the last five (5) years. Failure to identify these may be grounds for rejection of proposal.

## II. GENERAL INSTRUCTIONS AND PROVISIONS

1. **Proposal Format Guidelines:** Interested entities or contractors are to provide the City of Costa Mesa with a thorough Proposal using the following guidelines: Proposal should be typed and should contain no more than 25 typed pages using a 12-point font size, including cover letter,

Index/Table of Contents, tables, charts, and graphic exhibits, but excluding resumes of key people and pricing forms. Each Proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following Proposal sections are to be included in the Proposer's response:

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

2. If the owner is a corporation please provide Name of corporation, corporate office street address, city, state, and zip code, state where incorporated, date of incorporation, first and last name of officers, local office address, city, state & zip, and the date local office opened its doors for business.
  3. If the owner is a partnership or joint venture, please provide Name of partnership or joint venture, principal office street address, city, state, and zip code, state of organization, date of organization, first and last name of general partner(s), local office address, city, state, and zip code, and date local office opened its doors for.
  4. Provide a list of current and previous contracts like the requirements for this project in Costa Mesa, including all public agencies served (if any). For each, provide a brief description of the scope of work performed, the length of time you have been providing services, and the name, title, and telephone number of the person who may be contacted regarding your organization's service record.
- **Personnel:** Provide a list of individuals who will be working on this project and indicate the functions that each will perform and anticipated hours of service of everyone. Include a resume for each designated individual.
  - **Financial Capacity:** The City is concerned about the proposers' financial capability to perform and therefore is requesting copies of audited financials from the past three years to allow an evaluation of firm's financial capabilities.
  - **Cost Proposal:** Proposers are required to use **Appendix B, Cost Proposal** and shall submit in a separate file. Pricing instructions shall be clearly defined to ensure that proposed costs can be compared and evaluated. Proposals shall be valid for a minimum of 180 days following submission.
  - **Disclosure:** Please disclose all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. **Any past or current business relationship may not disqualify the firm from consideration.**
  - **Sample Professional Services Agreement:** The firm selected by the City will be required to execute a Professional Services Agreement with the City. A sample of the Agreement is enclosed as **Appendix C** but may be modified to suit the specific services and needs of the City. **If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.**
  - **Checklist of Forms to Accompany Proposal:** As a convenience to Proposers, following is a list of the forms **Appendix D** included in this RFP, which should be included with Proposals:
    1. Vendor Application Form
    2. Company Profile & References
    3. Ex Parte Communications Certificate
    4. Disclosure of Government Positions

5. Disqualifications Questionnaire
6. Bidder/Applicant/Contractor Campaign Contribution

## 2. Process for Submitting Proposals:

- **Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.
- **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.
- **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City. Cost proposal shall be submitted in a **separate** file. The cost proposal is confidential and will be unsealed after all proposals have been reviewed, and the most qualified consultant has been selected. Proposals shall be valid for a minimum of 180 days following submission.
- **Forms to Accompany Proposal:** **Appendix D** forms shall be attached at the end of the Proposal except for the Cost Proposal which shall be submitted in a separate file.
- **Number of Proposals:** Submit one (1) PDF file format copy of your proposal in sufficient detail for thorough evaluation and comparative analysis.
- **Submission of Proposals:** Complete written Proposals must be submitted electronically in PDF file format via the planetbids.com website not later than **2:00 p.m. (P.S.T) on March 5, 2026**. Proposals will not be accepted after this deadline. Proposals received after the scheduled closing time will not be accepted. It shall be the sole responsibility of the Proposer to see that the proposal is received in proper time. Faxed or e-mailed Proposals will not be accepted. **NO EXCEPTIONS.**
- **Inquiries:** Questions about this RFP must be posted in the Q & A tab on Planetbids no later than **February 19, 2026, at 11:00 A.M.** The City reserves the right not to answer all questions.

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

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

- **Conditions for Proposal Acceptance:** This RFP does not commit to the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion,

reserves the right to accept or reject any or all Proposals received because of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any Proposal. All Proposals will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the Proposal, it should be clearly identified.

- **Insurance & W-9 Requirements:** Upon recommendation of contract award, Contractor will be required to submit the following documents with ten (10) days of City notification, unless otherwise specified in the solicitation:
  - **Insurance** - City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Proposer must furnish the City with the Certificates of Insurance proving coverage as specified in the sample contract.
  - **W-9** – Current signed form W-9 (Taxpayer Identification Number & Certification) which includes Contractor's legal business name(s).

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

1. **Project of Approach & Methodology ----- 20%**
2. **Qualifications & Experience of Firm ----- 40%**
3. **Personnel ---- 30%**
4. **Cost Proposal ----- 10%**

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

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

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

**C. Interviews, Presentation, Reference Checks, Revised Proposals, Discussions:** Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview and make a presentation. Interviews/presentations, if held, are tentatively scheduled for **the week of April 6th** and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92626 or virtually at the discretion of the City. The dates are subject to change. The individual(s) from the Proposer's organization that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview/presentation. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the Proposal.

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

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

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

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

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

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

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

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

- Preparing Proposal in response to this RFP.
- Submitting that Proposal to the City.
- Negotiating with the City any matter related to the Proposal; and,
- Any other expenses incurred by the Proposer prior to the date of the award and execution, if any, of the contract.

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

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

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

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

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

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

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

- 12. Conditions to Agreement:** The selected Proposer will execute a Maintenance Services Agreement for Services with the City describing the Scope of Work to be performed, the

schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as **Appendix C** to this RFP.

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

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

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

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

**APPENDIX A**  
**SCOPE OF WORK**  
**FOR**  
**BULKY ITEM COLLECTION SERVICES**

Costa Mesa encompasses 16 square miles and has a population of about 112,000. 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 about 24,000 multi-family properties within its jurisdiction. Of that total, 10,000 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 the public Right-of-Way adjacent to multi-family properties. The extent of this service has grown beyond what City support should reasonably address.

The City is now requesting proposals from qualified solid waste management companies for the collection of abandoned bulky items in areas around commercial and multi-family properties **within City Council Districts 2, 4 and 5** (see Debris Retrieval Map) on a twice per week (Mondays and Fridays) **OR** a three times per week (Mondays, Wednesdays, and Fridays) schedule.

**Scope of Work**

*Proposing Contractors are required 6 hours per-day service collecting abandoned items found in designated areas of City Council Districts 2, 4 and 5 (**Exhibit 1, Debris Retrieval Map**) 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 normal service days. The City prefers flat rate monthly pricing with no limits on weight or quantity. In some cases, City staff may request service to be added or reduced; thus, an hourly rate must be provided. The pricing provided assuming no limits on weight or quantity of material/items that are to be collected and disposed of.*

- **Option A - Mondays and Fridays – 12 hours/week**
- **Option B - Mondays, Wednesdays, and Fridays – 18 hours/week**

**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.

### **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:

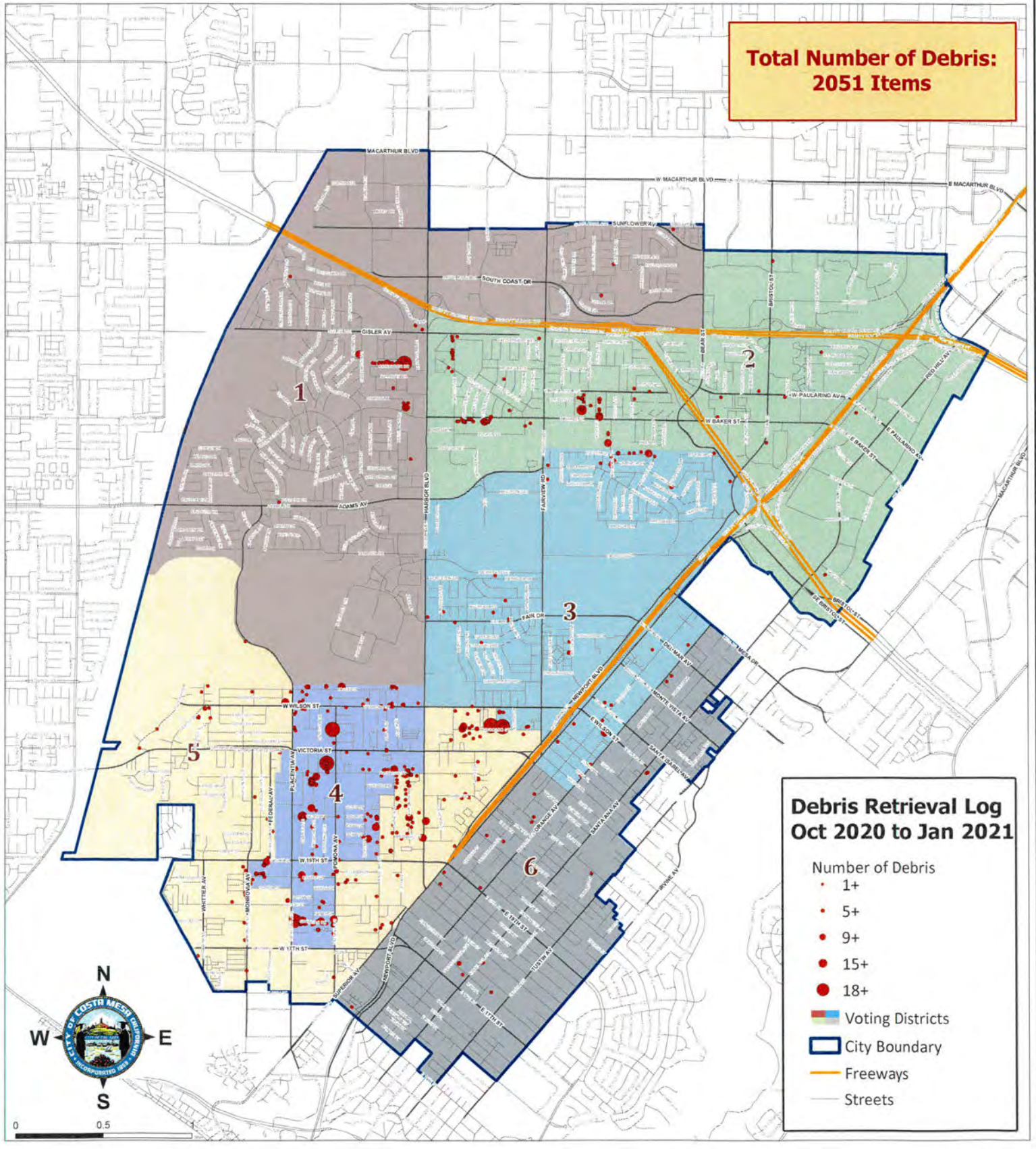
1. Contractor must bill only the agreed upon flat monthly rate proposed, or alternate pricing system proposed and approved by the City.
2. The City prefers flat rate monthly pricing with no limits on weight or quantity. In addition, an hourly rate is required to be provided in the event additional services are requested by the City. The hourly rate provided should also include no limit.
3. Contractor 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.

**EXHIBIT 1**  
**DEBRIS RETRIEVAL MAP**

# Debris Retrieval Map

*with Voting Districts*  
*October 2020 - January 2021*

**Total Number of Debris: 2051 Items**



**APPENDIX B**

**COST PROPOSAL  
FOR  
BULKY ITEM COLLECTION SERVICES**

Provide hourly rates, along with a monthly service total, and annual total assuming service will be provided in as set forth in Scope of Work. Also provide your firm's proposed Staffing Plan on a separate sheet of paper. Proposer should use a separate form to state pricing for any added value.

**Option A - Mondays and Fridays – Total 12 hours per week**

|                                                                      |    |
|----------------------------------------------------------------------|----|
| <b>Hourly Cost</b>                                                   | \$ |
| <b>Monthly Cost (assuming service outlined in the scope of work)</b> | \$ |
| <b>Total Annual Cost</b>                                             | \$ |

**Option B - Mondays, Wednesdays, and Fridays – Total of 18 hours per week**

|                                                                      |    |
|----------------------------------------------------------------------|----|
| <b>Hourly Cost</b>                                                   | \$ |
| <b>Monthly Cost (assuming service outlined in the scope of work)</b> | \$ |
| <b>Total Annual Cost</b>                                             | \$ |

Pricing shall remain firm for a minimum of two (2) years. All requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at [www.bls.gov](http://www.bls.gov).)

## **APPENDIX D**

### **FORMS**

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

**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  
77 Fair Drive, 4th Floor  
Costa Mesa, California 92626 6520

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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](mailto:jay@waredisposal.com)  
[www.waredisposal.com](http://www.waredisposal.com)

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March 4, 2026



March 4, 2026

City of Costa Mesa  
Public Services Department  
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**

To whom it may concern:

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 February 11, 2026 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 and we have provided bulky item collection under this agreement for the past 5 years 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.

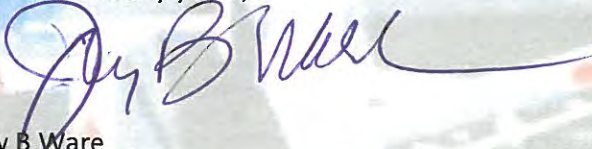
As requested, the individual authorized to make representations and to be our key contact is provided below, along with his title, mailing address, e-mail address, and fax and telephone numbers:

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](mailto: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,

  
Jay B. Ware  
Senior Vice President  
enclosures

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## 2. SCOPE OF WORK SUMMARY

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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 February 11, 2026:

*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](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 250 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. 4<sup>th</sup> 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 and services support small 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 companies in a variety of industries. Mr. Shaffer has led accounting groups at both large Fortune 500 companies as well as small early-stage growth enterprises. Among his significant previous positions, Mr. Shaffer served as Vice President of Administration and CFO of Nakoma Group, a California-based management consulting firm specializing in Oracle-based ERP system implementations and upgrades. He was the Finance Director (Division Controller) for Endeavors Technology, a US subsidiary of 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.

**HARRY HOSHIMA***Senior Operations Manager – Residential*

Harry Hoshima 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. Hoshimna 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. Hoshima 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. has 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.

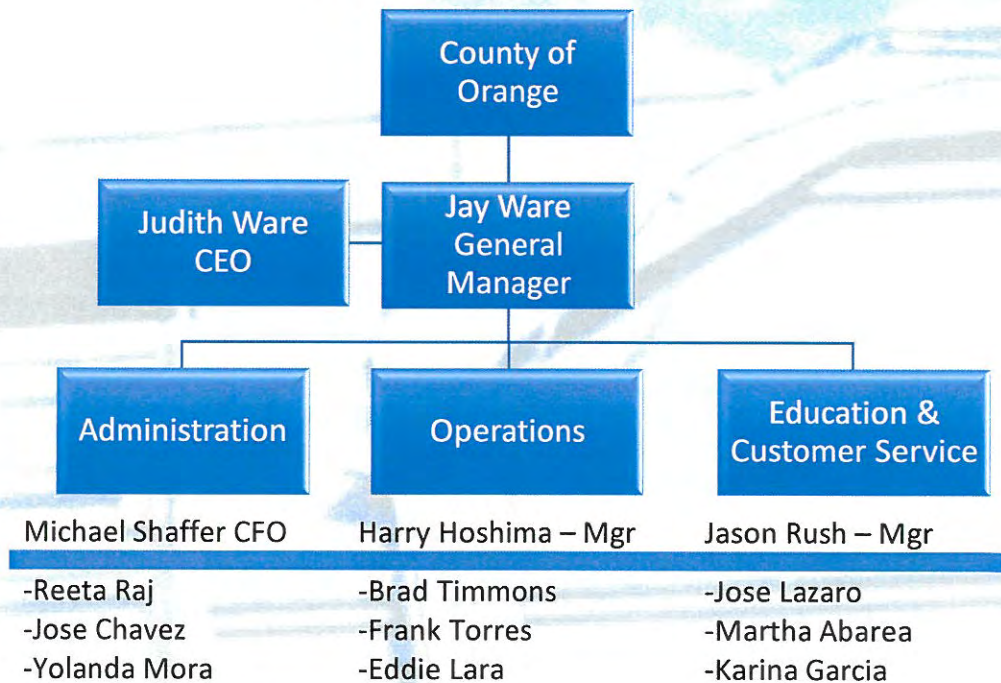
**Harry Hoshima & Frank Torres**, Senior Operations Managers, together will share the responsibility for supervising the Company's collection operations. Together, they will dedicate up to 20% of their time overall, and 40% during the transition.

**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 March 4, 2026.

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 over 50 plus 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<br>P.O. Box 1318<br>Santa Ana, California 92702<br>Tel. 877 714 9273 / <a href="mailto:jay@waredisposal.com">jay@waredisposal.com</a> |

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 following pages, 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.

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 as well as customers in Monterey Park, San Gabriel Valley, and La Habra Heights. All public education documents are bilingual (English and Spanish and in Chinese as well).

It should be noted that the average diversion rate for collected materials for East Charter Oak is above 50%. It 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 Rates<sup>1</sup>

| 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 6<sup>th</sup> 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](mailto:smilewski@dpw.lacounty.gov)

### CITY OF COSTA MESA (1968-PRESENT)

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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](mailto:robert.staples@costamesaca.gov)

### CITY OF IRVINE (1968-PRESENT)

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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:

Charles Springer  
Department of General Services  
City of Newport Beach  
3300 Newport Blvd.  
Newport Beach, California 92660 3816  
949-718-3466

**Table 1**  
**Current Exclusive & Non-exclusive Franchises by Jurisdiction, Services and Years of Service**

| <b>Jurisdiction</b>                                                              | <b>Arrangement</b>     | <b>Services</b>                                                                                                                                                                                                                                                 | <b>Term</b>                                   | <b>Contact Information</b>                                                                                                                                                                                                                                                                                            |
|----------------------------------------------------------------------------------|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SGV West<br/>Los Angeles<br/>County-<br/>Unincorporated<br/>Area (LAC-UA)</b> | Exclusive<br>Franchise | <ul style="list-style-type: none"> <li>• Residential</li> <li>• Refuse, recycling, green waste, food waste, C&amp;D debris, bulky items, e-waste, confidential paper shredding</li> <li>• Automated carts, bins, and roll off boxes</li> </ul>                  | 2008<br>to<br>Present                         | For all LA County residential franchise areas:<br>Khaled Alqam<br>Residential Franchise Manager<br>County of Los Angeles<br>900 South Fremont Avenue<br>3d Floor Annex<br>Alhambra, California 91803 1331<br>T 626 458 3573<br>F 626 458 3593<br><a href="mailto:kalqam@dpw.lacounty.gov">kalqam@dpw.lacounty.gov</a> |
| <b>Lennox<br/>Garbage<br/>Disposal<br/>District<br/>LAC-UA</b>                   | Exclusive<br>Franchise | <ul style="list-style-type: none"> <li>• Residential &amp; commercial</li> <li>• Refuse, recycling, green waste, food waste, C&amp;D debris, bulky items, e-waste, confidential paper shredding</li> <li>• Automated carts, bins, and roll off boxes</li> </ul> | 15 August<br>2018 to 30<br>June 2029          | See above                                                                                                                                                                                                                                                                                                             |
| <b>City of Los<br/>Angeles</b>                                                   | Exclusive<br>Franchise | <ul style="list-style-type: none"> <li>• Commercial, multi-family, industrial customers</li> <li>• Refuse, recycling, organic wastes and C&amp;D debris</li> <li>• Automated carts, bins and roll off boxes</li> </ul>                                          | February<br>2017<br>to<br>Present             | Paul Cobain<br>Program Manager<br>City of Los Angeles LASAN<br>1149 South Broadway, 5th Floor, MS 944<br>Los Angeles, California 90015 2213<br>T 213 473 8158<br>F 213 473 8232<br><a href="mailto:pcobain@san.lacity.org">pcobain@san.lacity.org</a>                                                                 |
| <b>City of<br/>Monterey Park</b>                                                 | Exclusive<br>Franchise | <ul style="list-style-type: none"> <li>• Residential</li> <li>• Refuse, recycling, green waste, food waste, C&amp;D debris, bulky items, e-waste, confidential paper shredding</li> <li>• Automated carts, bins, and roll off boxes</li> </ul>                  | September<br>1, 2024 to<br>August 31,<br>2031 | Shawn Igoe<br>Public Works Director<br>City of Monterey Park<br>320 West Newmark Avenue<br>Monterey Park, California 91754<br>T 626 307 1323<br><a href="mailto:sioige@montereyparkca.gov">sioige@montereyparkca.gov</a>                                                                                              |

|                                 |                         |                                                                                                                                                                                                                                                |                      |                                                                                                                                                                                                                                                                                   |
|---------------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>City of La Habra Heights</b> | Exclusive Franchise     | <ul style="list-style-type: none"> <li>• Residential</li> <li>• Refuse, recycling, green waste, food waste, C&amp;D debris, bulky items, e-waste, confidential paper shredding</li> <li>• Automated carts, bins, and roll off boxes</li> </ul> | Sept 2024 to Present | Rafferty Wooldridge<br>City Manager<br>City of La Habra Heights<br>1245 North Hacienda Road<br>La Habra Heights 90631<br>T 562 694 6302<br><a href="mailto:rwooldridge@lhhcity.or">rwooldridge@lhhcity.or</a>                                                                     |
| <b>City of Vernon</b>           | Non-exclusive Franchise | <ul style="list-style-type: none"> <li>• Commercial, multi-family, industrial customers</li> <li>• Refuse, recycling, organic wastes and C&amp;D debris</li> <li>• Automated carts, bins and roll off boxes</li> </ul>                         | 1995 to Present      | Mr. Frederick Agyin<br>Director Health & Environmental Control Department<br>City of Vernon<br>4305 S. Santa Fe Ave.<br>Vernon, CA 90058<br>T 323-583-8811                                                                                                                        |
| <b>City of Pasadena</b>         | Non-exclusive Franchise | <ul style="list-style-type: none"> <li>• Commercial, multi-family, industrial customers</li> <li>• Refuse, recycling, organic wastes and C&amp;D debris</li> <li>• Automated carts, bins and roll off boxes</li> </ul>                         | 1995 to Present      | Mayra Ruizesparza<br>Solid Waste Program Coordinator<br>City of Pasadena<br>100 North Garfield Avenue<br>PO Box 7115<br>Pasadena, California 91109 9866<br>T 626 744 7162<br>F 626 396 7774<br><a href="mailto:mruizesparza@ci.pasadena.ca.us">mruizesparza@ci.pasadena.ca.us</a> |
| <b>City of El Segundo</b>       | Non-exclusive Franchise | <ul style="list-style-type: none"> <li>• Commercial, multi-family, industrial customers</li> <li>• Refuse, recycling, organic wastes and C&amp;D debris</li> <li>• Automated carts, bins and roll off boxes</li> </ul>                         | 2021 to Present      | Erica Miramontes<br>Management Analyst<br>City of El Segundo<br>350 Main Street<br>El Segundo 90245<br>T 310 524 2366<br><a href="mailto:emiramontes@elsegundo.org">emiramontes@elsegundo.org</a>                                                                                 |
| <b>City of Montebello</b>       | Non-exclusive Franchise | <ul style="list-style-type: none"> <li>• Commercial, multi-family, industrial customers</li> <li>• Refuse, recycling, organic wastes and C&amp;D debris</li> </ul>                                                                             | 1995 to Present      | Samantha Leyva<br>Assistant Director, Municipal Services/Parks & Recreation<br>City of Montebello<br>1700 West Victoria Avenue<br>Montebello, California 90640 3128<br>T 323 887 1483                                                                                             |

|                              |                         |                                                                                                                                                                                                                  |                 |                                                                                                                                                                                             |
|------------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                              |                         | <ul style="list-style-type: none"> <li>Automated carts, bins and roll off boxes</li> </ul>                                                                                                                       |                 | F 323 887 4557<br><a href="mailto:sleyva@cityofmontebello.com">sleyva@cityofmontebello.com</a>                                                                                              |
| <b>County of Los Angeles</b> | Non-exclusive Franchise | <ul style="list-style-type: none"> <li>Commercial, multi-family, industrial customers</li> <li>Refuse, recycling, organic wastes and C&amp;D debris</li> <li>Automated carts, bins and roll off boxes</li> </ul> | 1971 to Present | Ms. Michelle Chan<br>Administrative Assistant<br>County of Los Angeles<br>Department of Public Works<br>900 S. Fremont Ave.<br>Alhambra, CA 91803<br>626-458-7123<br>mchan@dpw.lacounty.gov |

|                              |                         |                                                                                                                                                                                                                                          |                      |                                                                                                                                                                                                                                                           |
|------------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>City of Irvine</b>        | Non-exclusive Franchise | <ul style="list-style-type: none"> <li>Residential</li> <li>Refuse, recycling, green waste, food waste, C&amp;D debris, bulky items, e-waste, confidential paper shredding</li> <li>Automated carts, bins, and roll off boxes</li> </ul> | 1971 to 30 June 2041 | <b>Ryan Ramos</b><br>Senior Management Analyst<br>City of Irvine<br>1 Civic Center Plaza<br>PO Box 19575<br>Irvine, California 92623 9575<br>T 949 724 6357<br>F 949 724 7517<br><a href="mailto:ramos@ci.irvine.ca.us">ramos@ci.irvine.ca.us</a>         |
| <b>City of Newport Beach</b> | Non-exclusive Franchise | <ul style="list-style-type: none"> <li>Residential</li> <li>Refuse, recycling, green waste, food waste, C&amp;D debris, bulky items, e-waste, confidential paper shredding</li> <li>Automated carts, bins, and roll off boxes</li> </ul> | 1971 to Present      | Mr. Charles Springer<br>Deputy Public Works Director<br>City of Newport Beach<br>592 Superior Ave., Bldg. A<br>Newport Beach, CA 92663<br>949-718-3466<br>cspringer@newportbeachca.gov                                                                    |
| <b>City of Costa Mesa</b>    | Non-exclusive Franchise | <ul style="list-style-type: none"> <li>Residential</li> <li>Refuse, recycling, green waste, food waste, C&amp;D debris, bulky items, e-waste, confidential paper shredding</li> <li>Automated carts, bins, and roll off boxes</li> </ul> | 1971 to Present      | Robert Staples<br>Management Analyst<br>City of Costa Mesa<br>77 Fair Drive<br>PO Box 1200<br>Costa Mesa, California 92628 1200<br>T 714 754 5024<br>F 714 754 5028<br><a href="mailto:robert.staples@costamesaca.gov">robert.staples@costamesaca.gov</a> |
| <b>City of San Diego</b>     | Non-exclusive Franchise | <ul style="list-style-type: none"> <li>Commercial, multi-family and industrial</li> <li>Refuse, recycling, green waste, food waste, C&amp;D debris, bulky items, e-waste, paper shredding</li> </ul>                                     | 1995 to present      | City of San Diego<br><b>Meagan Browning</b><br>Supervising Recycling Specialist<br>Franchise Administrator<br>City of San Diego<br>Environmental Services Department                                                                                      |

|  |  |                                                                                            |                                                                                                                                            |
|--|--|--------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
|  |  | <ul style="list-style-type: none"><li>• Automated carts, bins and roll off boxes</li></ul> | 9610 Ridgehaven Court, Ste 210<br>San Diego 92123<br>T: 858.627.3310<br><a href="mailto:mbrowning@sandiego.gov">mbrowning@sandiego.gov</a> |
|--|--|--------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|



**VENDOR APPLICATION FORM  
FOR  
RFP No. 26-15 BULKY ITEM COLLECTION SERVICES**

TYPE OF APPLICANT: ☐ NEW ☒ CURRENT VENDOR

Legal Contractual Name of Corporation: Ware Disposal, Inc.

Contact Person for Agreement: Jay Ware

Title: General Manager E-Mail Address: jay@waredisposal.com

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

Corporate Mailing Address: PO Box 1318

City, State and Zip Code: Santa Ana, CA 92702

Contact Person for Proposals: jay@waredisposal.com

Title: GM E-Mail Address: jay@waredisposal.com

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

Is your business: (check one)

☐ NON PROFIT CORPORATION ☒ FOR PROFIT CORPORATION

Is your business: (check one)

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

**Names & Titles of Corporate Board Members**

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

| Names       | Title          | Phone       |
|-------------|----------------|-------------|
| JUDITH WARE | President      | 714664-0677 |
| BEN WARE    | Vice President | 714664-0677 |
| JAY WARE    | Senior VP.     | 714664-0677 |
|             |                |             |
|             |                |             |
|             |                |             |

Federal Tax Identification Number:

[REDACTED]

City of Costa Mesa Business License Number:

[REDACTED]

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

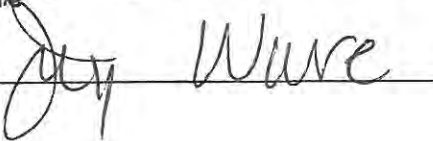
City of Costa Mesa Business License Expiration Date:

[REDACTED]

### EX PARTE COMMUNICATIONS CERTIFICATION

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

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal **RFP No. 26-15 BULKY ITEM COLLECTION SERVICES** at any time after **FEBRUARY 11, 2026**.

  
Signature  
  
Print

Date: 3/4/26

OR

I certify that Proposer or Proposer's representatives have communicated after **FEBRUARY 11, 2026**, with a City Councilmember concerning informal **RFP No. 26-15 BULKY ITEM COLLECTION SERVICES**. A copy of all such communications is attached to this form for public distribution.

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Print

### DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

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

Yes \_\_\_\_\_ No X

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

### DISCLOSURE OF GOVERNMENT POSITIONS

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

NONE



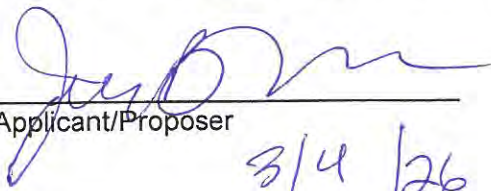
**BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION  
DISCLOSURE FORM**

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

| Date | Name of Donor  | Company/Business Affiliation | Name of Recipient | Amount |
|------|----------------|------------------------------|-------------------|--------|
|      | None to Report |                              |                   |        |
|      |                |                              |                   |        |
|      |                |                              |                   |        |
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|      |                |                              |                   |        |
|      |                |                              |                   |        |

Except as described above, I/we have not made any campaign contribution in the amount of \$250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

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

  
\_\_\_\_\_  
Bidder/Applicant/Proposer  
3/4/26  
\_\_\_\_\_  
Date

## COMPANY PROFILE & REFERENCES (Continued)

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

### Company Name:

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

PLEASE SEE ATTACHED  
IN PROPOSAL

### Company Name:

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

### Company Name:

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

### Company Name:

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

### Company Name:

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

# Bulky Item Collection Services RFP No. 26-15

*Q&A Deadline February 19, 2026 11:00 AM (PST)*

Set 1 Released via Email 02/25/2026 9:01 AM (PST) – 4 questions

1.1 Is this project prevailing wage? if so, what's the class code that the contractor needs to use to properly pay their employees?

Answer No

---

1.2 For this bid, can you specify how many crews/trucks/trailers that you'd like to have going out in the city on those specific days. I'll bid it for one two man crew for each service, but if the city wants 4 trucks going out, then that will drastically impact the bid.

Answer Proposing Contractors are expected to provide all vehicles, equipment, support services required to carry-out waste collection services in the manner and frequency required by the City. Proposing contractors must be able to clearly demonstrate past performance for similar municipal, institutional, or commercial clients. At minimum Contractor must provide one (1) municipal or county reference for similar projects within the past five (5) years.

---

1.3 Would the city make an account or allow the winning contractor to be put on the cities account at a transfer station/dump? -By doing this then it drastically helps the contractor bid accordingly for just the labor and have no limitations on quantity of dumps or weight limitations. This will also drastically help upfront costs the contractor has to cover with a month's worth of dumps fees, until the cities Net 30 kicks in.

Answer Proposing Contractors are expected to have all required licenses and permits for the collection, consolidation, and transportation of solid waste both in the State of California and County of Orange.

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#### 1.4 Is this contract already being serviced? If so, what was the winning bid amount?

Answer Yes, the winning bid was \$117,312.00 annually.

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**EXHIBIT C**

**FEE SCHEDULE (COST PROPOSAL)**

**APPENDIX B**  
**COST PROPOSAL**  
**FOR**  
**BULKY ITEM COLLECTION SERVICES**

Provide hourly rates, along with a monthly service total, and annual total assuming service will be provided in as set forth in Scope of Work. Also provide your firm's proposed Staffing Plan on a separate sheet of paper. Proposer should use a separate form to state pricing for any added value.

**Option A - Mondays and Fridays – Total 12 hours per week**

|                                                                      |               |
|----------------------------------------------------------------------|---------------|
| <b>Hourly Cost</b>                                                   | \$ \$168.00   |
| <b>Monthly Cost (assuming service outlined in the scope of work)</b> | \$ 8,735.93   |
| <b>Total Annual Cost</b>                                             | \$ 104,831.16 |

**Option B - Mondays, Wednesdays, and Fridays – Total of 18 hours per week**

|                                                                      |               |
|----------------------------------------------------------------------|---------------|
| <b>Hourly Cost</b>                                                   | \$ \$168.00   |
| <b>Monthly Cost (assuming service outlined in the scope of work)</b> | \$ 13,103.90  |
| <b>Total Annual Cost</b>                                             | \$ 157,246.80 |

Pricing shall remain firm for a minimum of two (2) years. All requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at [www.bls.gov](http://www.bls.gov).)

**WARE DISPOSAL, INC.**  
**P.O. BOX 1318**  
**SANTA ANA, CA 92702**

**EXHIBIT D**

**CITY COUNCIL POLICY 100-5**