



CITY COUNCIL AGENDA REPORT

MEETING DATE: JULY 16, 2013

ITEM NUMBER: _____

SUBJECT: PROFESSIONAL SERVICES AGREEMENT FOR REFUSE REMOVAL SERVICES AT CITY FACILITIES

DATE: JULY 2, 2013

FROM: PUBLIC SERVICES/ADMINISTRATION DIVISION

PRESENTATION BY: ERNESTO MUNOZ, PUBLIC SERVICES DIRECTOR

**FOR FURTHER INFORMATION CONTACT: ALFA LOPEZ, MANAGEMENT ANALYST
(714) 754-5024**

RECOMMENDATION:

1. Approve the Professional Services Agreement (Attachment 1) with Ware Disposal Company, Inc., 1018 N. Lincoln Street, Santa Ana, CA 92701, for a two (2) year contract for Refuse Removal Services at City facilities for a not-to-exceed cost of \$108,921. The agreement also provides for up to five (5) additional one-year term periods at \$108,921 annually, if the parties subsequently agree in writing.
2. Authorize the Public Services Director to extend the Professional Services Agreement each fiscal year, for up to a maximum of five (5) additional one-year terms, as applicable, only if the rate increase is equal to or less than the annual Consumer Price Index (CPI).

BACKGROUND:

Currently, the City has an agreement with Ware Disposal Company, Inc. in the amount of \$107,387.02 to remove commercial refuse at 20 City facilities at least once per week and, at selected locations on a more frequent basis, up to five days per week. The existing contract with Ware Disposal will expire on July 31, 2013.

On April 25, 2013, a Request for Proposals (RFP), Attachment 2, was advertised to the list of franchised haulers on file with the Public Services Department. Four (4) vendors from Orange and Los Angeles counties submitted proposals by the May 28 deadline.

ANALYSIS:

On May 31, 2013, an evaluation panel met to receive and begin the proposal review process to select the best service provider for City services based on pricing, references, business history, and experience with public agencies. After careful comparisons, the evaluation committee selected Ware Disposal Co., Inc. as the lowest and overall best responsive bidder.

The lowest proposed price was furnished by Ware Disposal Co., Inc. at an annual cost of \$108,921; a summary of the proposed prices is included as Attachment 3. The proposal submitted by Ware Disposal represents a savings to the City in the amount of \$24,426.72 annually over the second lowest bidder, CR&R.

Ware Disposal has proposed to process the materials through the combined use of sorting at their large volume transfer/processing station, Madison Materials, located in Santa Ana. This will assist the City of Costa Mesa in maintaining long-term waste diversion goals, including recycling of materials that would otherwise be land-filled. Ware Disposal also has proposed to supply source-separated recycling bins at various locations at no additional cost to the City. Staff will be coordinating this recycling effort on a per-site basis after the agreement is executed.

As the current provider, Ware Disposal has an understanding of the scope of services at various City facility locations. Additionally, awarding the contract to Ware Disposal reduces any operational impacts that rely on existing waste hauling services.

ALTERNATIVES CONSIDERED:

The City may consider re-issuing the Request for Proposals for Refuse Removal Services at City facilities; however, this would require the City to also extend the current contract with Ware Disposal in order to reduce possible service impacts.

FISCAL REVIEW:

The cost of refuse removal services for City facilities has been budgeted in the proposed Fiscal Year 2013-14 budget. The pricing for the contract with Ware Disposal would be a not-to-exceed amount of \$108,921 per fiscal year through the Fiscal Year 2014-15 budget.

LEGAL REVIEW:

The City Attorney's office has reviewed the Professional Service Agreement (Attachment 1) and has approved the document as to form.

CONCLUSION:

Staff is recommending that City Council approve a Professional Services Agreement with Ware Disposal Company, Inc. for refuse removal services at City facilities. Staff is also requesting City Council's authorization for the Public Services Director to extend the agreement on an annual basis, for up to five years, if the rate increase is equal to or less than the Consumer Price Index (CPI).

ALFA LOPEZ
Management Analyst

ERNESTO MUNOZ
Public Services Director

BOBBY YOUNG
Finance & I.T. Director

- ATTACHMENTS:
- 1 - [Professional Services Agreement](#)
 - 2 - [Request for Proposals](#)
 - 3 - [Pricing Matrix of Proposals](#)

DISTRIBUTION:

- Chief Executive Officer
- Assistant Chief Executive Officer
- City Attorney
- City Clerk Division
- Staff

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF COSTA MESA AND WARE DISPOSAL, INC., FOR SOLID
WASTE COLLECTION SERVICE AT CITY FACILITIES**

THIS AGREEMENT is made and entered into this 1st day of August, 2013 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and Ware Disposal, Inc., a California Corporation (“Consultant”).

WITNESSETH:

- A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor for solid waste collection service as more fully described below; and
- B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and
- C. WHEREAS, City and Consultant desire to contract for the specific services described below and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- D. WHEREAS, no official or employee of City has a financial interest, within the provisions of California Government Code, Sections 1090-1092, 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 CONSULTANT

1.1. Scope of Services. Consultant shall provide solid waste disposal services generated at City facilities, described more fully in the “Service Schedule,” a copy of which is attached hereto as Exhibit “A” and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant 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 consultants in similar fields and circumstances in accordance with sound professional practices. It is understood that in the exercise of every aspect of its role, within the scope of work, consultant will be representing the City of Costa Mesa, and all of its actions, communications, or other work, during its employment, under this contract is under the direction of the department. Consultant 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 Consultant’s performance of this Agreement.

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

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant 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. Consultant 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. Consultant 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 Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants 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. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant 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. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. As compensation for the provision of services outlined in Exhibit

“A” and in accordance with this agreement, Consultant shall be paid an annual amount not to exceed One Hundred Eight Thousand Nine Hundred Twenty One Dollars (\$108,921) during the term of this Agreement. In the event the parties agree to additional one-year terms as provided below under “4.1. Term.” the annual amount of compensation for each additional term shall in no case exceed One Hundred Eight Thousand Nine Hundred Twenty One Dollars (\$108,921.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in this agreement or in an Annual amount exceeding \$108,921 unless the City or the Project Manager for this Project, prior to Consultant 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. Consultant may submit invoices to City supervisor 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 Consultant’s services which have been completed to City’s sole satisfaction as of the date the invoice is created. City shall pay Consultant’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 Consultant’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 for a period of three (3) years from the Effective Date.

2.5 Franchise Fee. In lieu of paying the franchise fee required by Costa Mesa Municipal Code §8-87 and Resolution No. 04-74 of the Costa Mesa City Council, Contractor has not included the amount of such franchise fee to its compensation for the first term of this Agreement. During the term of this Agreement, including any of its extensions, in lieu of paying the required franchise fee, Contractor shall not include the amount of such franchise fee to any proposed adjustments to the compensation paid to Contractor under this Agreement. Furthermore, Contractor shall be exempt from reporting to City the gross receipts collected and derived from the services performed under this Agreement as required by Costa Mesa Municipal Code §8-87 and Resolution No. 04-74 of the Costa Mesa City Council.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Service Schedule approved by City as set forth in Exhibit “A,” attached hereto and incorporated herein by this reference. The Service Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

4.0. TERM AND TERMINATION

4.1. Term. This agreement shall commence on effective date and continue for a period of two (2) years, ending on July 31, 2015, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. At the end of the term period, Consultant and City may mutually agree, in writing, to renew the contract for up to five (5) term periods of one (1) year each.

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 Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant 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 Consultant 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 as to 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 Consultant.

5.0. INSURANCE

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

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned

vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.

- (c) Workers' compensation insurance as required by the State of California. Consultant 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 Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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 Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant.."
- (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 Consultant'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 Consultant'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: Consultant 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 Consultant 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.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant 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 Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant 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, facsimile 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; b) at the time of transmission if such communication is sent by facsimile; and c) 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 CONSULTANT:

Ware Disposal Company, Inc.
1018 N. Lincoln St.
Santa Ana, CA 92701
Tel: 714-664-0677

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: 714-754-5156

Fax: 714-664-0696
Attn: Brad Timmons

Fax: 714-754-5330
Attn: Alfa Lopez

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

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

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

6.8. Assignment: Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant'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 Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant'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 Consultant, 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 Consultant, 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 Consultant, 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 Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant 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 Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant 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 Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant 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 Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant 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. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant 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, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant 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, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

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

6.13. Public Records Act Disclosure: Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant 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.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant'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, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, 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 Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant 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.

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

6.17. 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.

6.18. 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.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant 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.

6.20. 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.

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

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

6.23. 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.

6.24. 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.

6.25. 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.

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

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

CITY OF COSTA MESA,
A municipal corporation

Chief Executive Officer of Costa Mesa

Date: _____

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Department Director

Date: _____

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

City Clerk and ex-officio Clerk
of the City of Costa Mesa

APPROVED AS TO FORM:

City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

APPROVED AS TO CONTENT:

Project Manager

Date: _____

EXHIBIT A
SERVICE SCHEDULE & COMPENSATION

SECTION 6: Proposer Pricing Form

Service Schedule / Cost for Services (Table 1.)

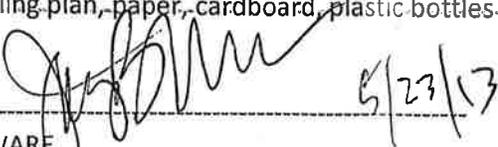
Location	Debris	Bin Size	Quantity	Frequency	Monthly Cost
City Hall	Trash	3 CY	2	3x week	\$230.00
Police Facility	Trash	3 CY	1	3x week	\$115.00
Fire 1	Trash	3 CY	1	1x week	\$45.00
Fire 2	Trash	3 CY	1	1x week	\$45.00
Fire 3	Trash	3 CY	1	1x week	\$45.00
Fire 4	Trash	3 CY	2	1x week	\$45.00
Fire 5	Trash	3 CY	1	1x week	\$45.00
Fire 6	Trash	3 CY	1	1x week	\$45.00
Downtown Rec	Trash	3 CY	1	1x week	\$45.00
Baleric Center	Trash	3 CY	1	1x week	\$45.00
Neighborhood Cntr	Trash	3 CY	3	3x week	\$345.00
Old Corp Yard	Trash	3 CY	1	3x week	\$115.00
Te-Winkle-Skate-Bark	Trash	3 CY	1	3x week	\$115.00
Sports Complex	Trash	3 CY	1	1x week	\$45.00
Hamilton Garden	Trash	3 CY	1	1x week	\$45.00
Del Mar Garden	Trash	3 CY	1	2x week	\$75.00
Te-Winkle Complex	Trash	3 CY	1	1x week	\$45.00
Senior Center	Trash	4 CY	1	4x week	\$205.00
Westside	Trash	3 CY	1	1x week	\$45.00

Service Schedule / Cost for Services (Table 2.)

Location	Debris	Quantity	Bin Size	Frequency	Monthly Cost
New Corp Yard	Trash	1	40 CY	5x Week	\$5,953.75
New Corp Yard	Furniture	1	40 CY	1x Week	\$150.00
Old Corp Yard	Street Sweeper	1	10 CY	3x Week	\$375.00
					Cost Per Box
Old Corp Yard	Appliances	1	40 CY	On-Call	\$399.00
New Corp Yard	Green Waste	1	40 CY	On-Call	\$459.00

SECTION 7: RECYCLING PROPOSAL

Ware Disposal Inc will supply the needed quantity per location of 95 gallon recycling carts serviced 1x week, this will be a no charge no pay back structure to the City of Costa Mesa. This will be a co-mingled recycling plan, paper, cardboard, plastic bottles and all metals allowed.


 JAY WARE
 General Manger
 Ware Disposal Inc

5/27/13

EXHIBIT B

CITY COUNCIL POLICY 100-5

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

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

POLICY

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

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

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

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

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

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



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

Released: April 26, 2013
Proposals due: May 28, 2013

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

I. CITY OF COSTA MESA

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

The City of Costa Mesa requests proposals from qualified solid waste management companies for nine-teen (19) City owned facilities that require refuse removal services.

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

City Website: www.costamesaca.gov

II. REQUEST FOR PROPOSAL

Overview of the Request for Proposal

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

1. Bin service collection at City Hall, two (2) police facilities, six (6) fire stations, two (2) corporate yards, and nine (9) parks and community facilities (listing provided below);
2. Roll-off container service at the City's main corporate yard for general refuse;
3. Bulky item collection (via roll-off at main corporate yard) for furniture, etc.;
4. Recycling collection (via roll-off at main corporate yard) for 'white goods' i.e. appliances;
5. Recycling collection (via roll-off at main corporate yard) for 'green waste'.
6. Roll-off container service at the City's main corporate yard for street sweeper debris (low boy container)
7. Recycling collection via bins and/or carts at other City facilities (optional);

Proposals must conform to the guidelines and information outlined in this RFP and must be submitted so that they are received by the City **no later than the deadline of May 28, 2013**.

Scope of Work

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

Service Schedule – Refuse Removal

The locations, bin size, and removal services required for each site are listed below in Table 1 and Table 2.

Table 1.

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

Old Corp Yard	Trash	3cyd Bin	1	3/Week
TeWinkle/Skate/Bark Park	Trash	3cyd Bin	1	3/Week
Soccer Complex	Trash	3cyd Bin	1	1/Week
Hamilton Community Garden	Trash	3cyd Bin	1	1/Week
Del Mar Community Gardens	Trash	3cyd Bin	1	2/Week
TeWinkle Athletic Complex	Trash	3cyd Bin	1	1/Week
Senior Center	Trash	3cyd Bin	4	4/Week
Westside Substation	Trash	3cyd Bin	1	1/Week

Table 2.

Location	Container Type	No. of Bins	Bin Size	Frequency
New Corp Yard	Furniture	1	40 cyd roll-off	1/Week
Old Corp Yard	Sweeper Debris	1	10 cyd roll-off	3/Week
New Corp Yard	Green Waste	On-Call	30 cyd roll-off	1/Month
*Roll-off bin for trash or bulky items. For “on-call” containers, estimate service levels at once monthly.				

Currently the City is paying a flat monthly fee for roll-off service based upon the schedule above. On-call green waste boxes are charged a fee per emptying. Therefore they should be priced separately. Unit costs for additional service levels beyond those stated above should be provided on a per emptying rate.

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

Term of Agreement

The term of the agreement shall commence on July 1, 2013 through June 30, 2015 for a two (2) year term. Upon mutual consent this agreement can be continued for five (5) additional one (1) year extensions. Extensions will only be considered if the Contractor agrees to maintain the rates submitted in its original proposal for the duration of each extension. Maintaining rates alone, however, will not guarantee an extension.

The quality of contractor performance and pricing will be the primary factors under consideration by

the City in determining extensions.

Service Requirements and Qualifications

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

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

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

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

Billing and Reporting

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

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

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

RFP Schedule

Activity	Date/Time*
Release of RFP	April 26, 2013
Deadline to submit written questions	May 10, 2013
Responses to written questions available from the City Clerk's Office	May 17, 2013
Deadline to submit proposals	May 28, 2013
The City will evaluate proposals and make a determination regarding next steps within ten (10) business days of the deadline to submit proposals.	

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

Rights of the City

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

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

RFP Inquiries

Questions must be received by the City no later than May 10, 2013. Postmarks will not be accepted as proof of receipt.

Questions regarding this RFP will only be accepted in writing (emails and facsimile transmissions are acceptable) and must be addressed as follows:

Addressed to: City of Costa Mesa
Public Services Department
Attn: Alfa Lopez, Management Analyst
77 Fair Drive, 4th Floor
Costa Mesa, CA 92626
Email: alfa.lopez@costamesaca.gov
Phone: (714) 754-5024
Fax: (714) 754-5028

Proposal Submittal

Proposals must be addressed and submitted to:

Addressed to: City of Costa Mesa
Public Services Department
Attn: Alfa Lopez, Management Analyst
77 Fair Drive, 4th Floor
Costa Mesa, CA 92626

Proposals must be received in the Public Services Department by the submittal deadline of May 28, 2013, to be considered responsive. No oral, telegraphic, facsimile, or telephonic proposals or modification will be accepted. Postmarks will not be accepted as proof of receipt. All responses received after the aforementioned time and date will be returned unopened.

Proposal Format

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

Number of Submittals

1. Two (2) printed and bound copies of the proposal are required. One (1) of the proposals must bear an original signature and be marked "original proposal."

General Notes

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

Components

1. Transmittal Letter

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

2. Scope of Work Summary Section

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

3. Methodology and Quality Control Section

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

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

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

4. Personnel Section

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

5. Qualifications Section

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

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

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

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

6. Proposer Pricing Form

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

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

7. Bid Alternates

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

Proposal Evaluation & Selection Criteria

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

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

Standard Terms and Conditions

Cost and Disclosure of Proposals

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

Contract Negotiations

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

Insurance Requirements

The City requires that Contractors have approved Certificates of Insurance on-file with the City prior to the execution of an agreement as per City Purchasing Policy Section 1-.2 *Insurance Requirements*. Failure to furnish the required certificates within seven (7) business days of notification of award of the agreement will result in disqualification.

Financial Information

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

Withdrawal of Proposal

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

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

Appendices

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

- ◆ APPENDIX A: SAMPLE AGREEMENT AND INSURANCE REQUIREMENTS
(15 pages)
- ◆ APPENDIX B: PROPOSER PRICING FORM
(1 page)

City of Costa Mesa
RFP for Solid Waste Collection Service at City Facilities
Addendum #1
5/13/13

**ATTACHMENT 2
EXIBIT A**

Revised SERVICE SCHEDULE-REFUSE REMOVAL (PG 3)

FACILITY	ADDRESS/LOCATION	BIN SIZE (cyd)	NO. OF BINS	FREQ/WEEK	SERVICE
City Hall	77 Fair Drive	3	2	3	trash removal
Police Facility	99 Fair Drive	3	1	3	trash removal
Fire Station #1	2803 Royal Palm	3	1	1	trash removal
Fire Station #2	880 Baker	3	1	1	trash removal
Fire Station #3	1865 Park	3	1	1	trash removal
Fire Station #4	2300 Placentia	3	2	1	trash removal
Fire Station #5	2450 Vanguard	3	1	1	trash removal
Fire Station #6	2350 Sakioka	3	1	1	trash removal
Downtown Rec Facility	1860 Anaheim	3	1	1	trash removal
Baleric Center	1975 Baleric	3	1	1	trash removal
Neighborhood Center	1845 Park	3	3	3	trash removal
Old Corporate Yard	2300 Placentia	3	1	3	trash removal
TeWinkle /Bark Park	890 Arlington	3	1	3	trash removal
Jack Hammett Sports Complex	2750 Fairview Road	3	1	1	trash removal
Hamilton Community Garden	523 Hamilton	3	1	1	trash removal
Del Mar Comm. Garden	170 Del Mar Ave.	3	1	2	trash removal
TeWinkle Athletic Complex	980 Arlington	3	1	1	trash removal
Costa Mesa Senior Ctr	695 W. 19th St.	4	1	4	trash removal
Westside Substation	567 W. 18th St.	3	1	1	trash removal
New Corporate Yard*	2310 Placentia	40	1	5	trash removal
New Corporate Yard	2310 Placentia	40	1	1	Furniture
New Corporate Yard	2310 Placentia	40	1	on call/1x mo.	Green Waste
Old Corporate Yard	2300 Placentia	40	1	on call/1x mo.	Appliances
Old Corporate Yard	2300 Placentia	10	1	3	Sweeper Debris

*currently the City is paying a flat monthly fee for roll-off service based on the schedule above/

RFP- Refuse Removal Services at City Facilities
May 2013

ATTACHMENT 3

Pricing Matrix

Location	Bins	Service Level	Robert's	Haul-Away	CR&R	Ware Disposal
			Waste Proposed Price	Rubbish Proposed Price	Proposed Price	Proposed Price
City Hall	2	3x Week	\$ 200.00	\$ 270.00	\$ 227.60	\$ 230.00
Police	1	3x Week	\$ 200.00	\$ 174.00	\$ 227.60	\$ 115.00
Fire #1	1	1x Week	\$ 32.00	\$ 58.00	\$ 35.25	\$ 45.00
Fire #2	1	1x Week	\$ 32.00	\$ 58.00	\$ 35.25	\$ 45.00
Fire #3	1	1x Week	\$ 32.00	\$ 58.00	\$ 35.25	\$ 45.00
Fire #4	2	1x Week	\$ 64.00	\$ 116.00	\$ 70.50	\$ 45.00
Fire #5	1	1x Week	\$ 32.00	\$ 58.00	\$ 35.25	\$ 45.00
Fire #6	1	1x Week	\$ 32.00	\$ 58.00	\$ 35.25	\$ 45.00
D. Rec. Fac.	1	1x Week	\$ 44.00	\$ 58.00	\$ 70.50	\$ 45.00
Baleric	1	1x Week	\$ 32.00	\$ 58.00	\$ 35.25	\$ 45.00
Neigh. Ctr.	3	3x Week	\$ 300.00	\$ 405.00	\$ 350.50	\$ 345.00
Old Corp	1	3x Week	\$ 90.00	\$ 174.00	\$ 116.83	\$ 115.00
TW Bark	1	3x Week	\$ 90.00	\$ 174.00	\$ 116.83	\$ 115.00
Soccer	1	1x Week	\$ 32.00	\$ 58.00	\$ 35.25	\$ 45.00
Hamilton	1	1x Week	\$ 32.00	\$ 58.00	\$ 35.20	\$ 45.00
Del Mar	1	2x Week	\$ 44.00	\$ 116.00	\$ 70.50	\$ 75.00
TW Athletic	1	1x Week	\$ 32.00	\$ 58.00	\$ 35.25	\$ 45.00
Senior Ctr.	1	4x Week	\$ 700.00	\$ 375.00	\$ 475.50	\$ 205.00
Westside	1	1x Week	\$ 32.00	\$ 58.00	\$ 35.25	\$ 45.00
Recurring Bin	23		\$ 2,052.00	\$ 2,442.00	\$ 2,078.81	\$ 1,740.00
N. Corp Trash	40cyd	5x Week	\$ 7,042.00	\$ 4,871.25	\$ 4,773.50	\$ 5,953.75
N. Corp Furn.	40cyd	1x Week	\$ 1,300.00	\$ 1,190.75	\$ 955.00	\$ 150.00
Old Corp	10yd	3x Week	\$ 3,575.00	\$ 3,572.25	\$ 2,865.00	\$ 375.00
On-Call Green	40 yd	1x Month	\$ 275.00	\$ 325.00	\$ 220.00	\$ 459.00
On-Call Appli.	40 yd	1x Month	\$ 250.00	\$ 225.00	\$ 220.00	\$ 399.00
Roll-Off			\$ 12,442.00	\$ 10,184.25	\$ 9,033.50	\$ 7,336.75
Monthly Proposed Pricing			\$ 14,494.00	\$ 12,626.25	\$ 11,112.31	\$ 9,076.75