



**REPUBLIC**  
SERVICES



Newport-Mesa

NEWPORT-MESA UNIFIED SCHOOL DISTRICT  
WASTE & RECYCLING SERVICES  
RFP NO. 112-20

## Newport-Mesa Unified School District Request for Proposal (RFP) for Waste & Recycling Services



Submitted by: Republic Services  
Address: 17121 Nichols Lane  
Huntington Beach, CA 92647-5719  
Contact: Chris Kentopp  
Phone: (657) 845-6100  
Email: [CKentopp@republicservices.com](mailto:CKentopp@republicservices.com)  
Date: June 12, 2020



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We'll handle it from here.®

## 1. Cover Letter

June 12, 2020

Newport-Mesa Unified School District  
Jonathan Geiszler – Director, Purchasing & Warehouse  
Purchasing Department  
77 Fair Drive  
Costa Mesa, CA 92626  
Email: [jgeiszler@nmusd.us](mailto:jgeiszler@nmusd.us)

RE: Response to RFP 121-20 for Waste & Recycling Services at NMUSD

Dear Mr. Geiszler,

Rainbow Disposal Co., Inc, a Republic Services Inc. subsidiary (Republic) is pleased to present the following proposal to the Newport-Mesa Unified School District for Waste & Recycling Services. For several years, our company has proudly serviced the businesses in the cities of Costa Mesa & Newport Beach and values the working relationships we have had with both cities.

Republic is one of the most experienced recycling & solid waste service providers in the Orange County area. Republic has the comprehensive infrastructure, as well as the financial, technical and operational wherewithal to perform all the required services per the city's RFP, while doing so with the utmost reliability, safety, and professionalism. Republic proudly exceeds a 99% on-time pickup record with our commercial & industrial partners led by our tenured front-line workers. Republic is fully equipped to continue providing excellent service to the District and offers full compliance with all statewide recycling initiatives, including AB 939, AB 341, AB 1826, and AB 1594.

I appreciate the District's consideration of Republic's response and look forward to the opportunity to provide excellent service. If you have any questions, I may be reached at 657-845-6100 or via e-mail at [CKentopp@republicservices.com](mailto:CKentopp@republicservices.com). Our physical address is: 17121 Nichols Ln, Huntington Beach, CA 92647.

Republic has reviewed the RFP, acknowledges the receipt of Addendum 1 published on June 2, and has incorporated any exceptions into our response. Prices in this proposal are valid for a period of at least 60 days.

Sincerely,

Chris Kentopp

e: [ckentopp@republicservices.com](mailto:ckentopp@republicservices.com)

p: (657) 845-6100



## 2. Executive Summary

### *Reliability and Local Leadership*

For over 60 years, Rainbow Disposal Co., Inc, a Republic Services company has partnered with municipalities, residents, and businesses in the Orange County and Los Angeles markets to provide solid waste, recycling, yard waste, and bulky item collection services. The Huntington Beach facility is a transfer station and materials recovery facility with maintenance, CNG station and container repair operations. Our Huntington Beach operations manages over 85 daily route vehicles (plus spares), and employs approximately 200 men and women in with access to over 1,000 employees in the Orange County market place. Republic's solid waste and recycling services positively impact the daily lives of millions of Southern Californians.

Republic will continue to provide leadership and reliable service to the District if selected. In addition, Republic's commitment and dedication to increasing positive recycling habits within the District's staff, and with its relentless dedication to supporting the local community, will make Republic worthy of the District's consideration.

### *Superior Experience*

In addition to providing similar services to over 100 jurisdictions in California and dispatching 290 routes daily from our two Orange County divisions, hauling and responsibly managing thousands of tons of material a day, we have unparalleled contract implementation experience.

### *Safety*

Safety is Republic Services' highest priority. We adhere to a strict policy of safety protocols with supporting infrastructure, where employees are trained to **Think, Choose, Live®** within a framework designed for safety.

Republic Services has the lowest occurrence of incidents and crashes in the industry due to its company-wide emphasis on safety, extensive employee training and on-going educational development programs. Republic Services requires all operations personnel to participate in extensive in-house (off truck) training and testing as well as on road auditing and policy reinforcement.

### *Sustainability*

The breadth and scope of our sustainability platform is earning noteworthy recognition. From products that create solutions for our customers to an industry-leading safety program, and a fleet that reduces its carbon impact to landfills that generates renewable energy, we are leading in every way possible.

### *Customer Service*

As one of the nation's leading waste services companies Our approach to customer service is to ask daily, "how have we exceeded our customer's expectations?" For most customers, this means that our front-line customer service representatives—our professional drivers—collect everything on schedule. That also means drivers return containers in a safe and tidy manner—whether it's walking around a car to get to a container or rolling the container up a steep driveway for a disabled or elderly customer.

### *An Integral Part of the Community*

A hallmark of Republic's business model is its objective of being an involved and caring partner to its municipal clients and communities. We accomplish this by giving back to the cities we serve through working in partnership with community, groups and organizations, contributing in meaningful ways to the sustainability and vibrancy of the communities.

### 3. Scope of Work

The advantage for the District is that Republic has extensive facilities-infrastructure within the region as well as broad experience providing services to which the District seeks through its RFP. Republic has provided similar services through its existing contracts with government agencies for many years. The clear advantage for the District is that Republic has complete familiarity with the general service area and is already expertly rendering the scope of services the District wishes to formalize with a contractor under a new agreement. With ongoing collaboration between Republic and District staff, Republic is committed to continuing to provide excellent service and will, if selected, roll-out the new services in a seamless manner.

While Republic is more than qualified to meet the current service needs, we would like to propose an option to include trash, recycling, and organics. Adding recycling to your District facilities would help improve your District's overall diversion rates. Additional recycling services that we can provide are comingled recycling, food waste, green waste, and C&D items such as concrete and wood.

Republic has provided reliable services to Orange County customers for over 50 years. The Company has an outstanding record of contract compliance and customer service, and a good working relationship with the County, City and numerous businesses. Republic's Huntington Beach Division is proudly a local company, with a long history in Orange County and a stable management team and workforce. The average Republic driver tenure is nearly 15 years and the local management team's average industry tenure is over 10 years. Republic prides itself in providing quality jobs to its employees and demonstrates its understanding of the importance of family and community through

the support, benefits, and incentives it provides its employees, and also through its community involvement through the communities it serves. This broad-based experience is the basis for Republic's confidence in relaying its informed and practical work plan in connection with this project.

Republic will assist the District in meeting State of California-mandated recycling regulations: AB 939, AB 341, AB 32, and AB 1826. Implementing and operating programs with strong diversion components have been key to Republic's success with all Republic contracts. Republic strives to be a partner the District can count on and looks forward to working with the District on the services under the new waste disposal and recycling services agreement.

Republic Services understands that the District has specific collection time requirements. All of the District's sites fall within the service boundaries of our current rate structure and will be scheduled as timed stops to meet the requirement.

### 4. Qualifications

*Republic is one of the largest and most financially sound solid waste services providers in the nation. In 41 states and Puerto Rico, Republic owns or operates:*

- 349 hauling companies
- 207 transfer stations
- 190 active solid waste landfills
- 91 recycling facilities
- 75 landfill gas and renewable energy projects
- Two solar energy projects.

Republic is currently under contract to serve nearly 14 million customers nationwide.

- Municipal Contracts +2700
- Residential Customers: 14,000,000
- Commercial Customers: 1,000,000

Republic Services generates revenue of approximately \$10 Billion and holds total assets of over \$20 Billion. The financial prospects for Republic are very strong and indicate long-term stability based on the Company's assets and free cash flow. The Company has the financial capabilities and sufficient working capital to fund and perform the required work.

Republic's strong financial base serves to lend more value to the District through its ability to easily fund future programs to remain compliant with emerging legislation, procure the accompanying equipment, employ the necessary people to execute the work, and build out area infrastructure to meet the challenges of an evolving waste stream in light of those regulations, all while keeping customer rates competitive and stable – even when commodities markets are stagnant or in a downward cycle.

### Business Structure

As one of the largest providers of waste services in the Los Angeles-Orange County area, Republic holds long-term exclusive solid waste collection contracts with 38 municipalities in Los Angeles (19 contracts) and Orange County (16 contracts). In addition, Republic has non-exclusive contracts or permits for residential and/or commercial solid waste collection in dozens of open-market-cities in the region.

This strength allows Republic to operate one of the largest materials recovery and waste transfer station facilities in North America, CVT-Anaheim Regional Materials Recovery Facility. CVT has recently undergone a complete upgrade to an advanced processing system.

Republic's expert provision of the full spectrum of waste and recycling collection and processing services enhance the daily lives of millions of Southern Californians.



Additionally, Republic in the Los Angeles and Orange County areas processes and markets nearly five million tons of recyclable materials annually and is committed to partnering with its communities to create greater sustainability. As a practical and relevant example of this, Republic is leading the waste services industry in the development of compressed natural gas infrastructure.

### Awards and Recognition



### Certifications

Rainbow Disposal Co., Inc. a Republic Services company is approved for solid waste collection and disposal and recycling of material by the County of Orange.

## Demonstrated Competence

Republic has an established track record of reliably meeting the needs of its customers. As customer needs and the waste stream changes, Republic adapts and innovates accordingly. Republic collects and processes more than 100 million tons of recyclable materials and solid waste annually for nearly 14 million customers nationwide. Republic's continuing investment in organics and recycling processing facilities and successful diversion programs has made it a sustainability leader as demonstrated in jurisdictions throughout California.

Rainbow Disposal Co., Inc, a Republic Services company has no conflict of interest with regard to any other work performed for the District.

## 5. Past Performance

In addition to the specific school districts and municipalities listed below, Republic also services charter and private schools within our franchise cities. Following is a listing of current clients that are similar to the Newport-Mesa Unified School District in project scope.

### Huntington Beach City School District

**Scope of Work:** Solid Waste Containers, Comingled Recycle Program, and Construction & Demolition program

**Contact:**

Jennifer Lambert, Maintenance & Operations  
8750 Dorset Sr  
Huntington Beach, CA 92646  
P: 714.378.2080  
E: jlambert@hbcasd.us

### Huntington Beach Union High School District

**Scope of Work:** Solid Waste Containers, Comingled Recycle Program, and Construction & Demolition program

**Contact:**

William Kerwin, Director, Purchasing/Contracts  
5832 Bolsa Ave  
Huntington Beach, CA 92649  
P: (714) 903-7000 x504370  
E: wkerwin@hbuhdsd.edu

### Fountain Valley City School District

**Scope of Work:** Solid Waste Containers, Comingled Recycle Program, and Construction & Demolition program

**Contact:**

Rhonda Mello, Operations  
17330 Mt Herrmann  
Fountain Valley, CA 92708  
P: (714) 668-5882  
E: mellor@fvdsd.us

### City of Huntington Beach

**Scope of Work:**

Residential, Commercial and Industrial Services. Mixed Solid Waste Containers and Compactors, Comingled Recycle Program, Commercial Organics Program for Food Waste, Temporary Roll Off Service, and Construction & Demolition.

**Contact:**

Travis Hopkins, Assistant City Manager  
P: (714) 374-5348  
E: thopkins@surfcity-hb.org

### City of Fountain Valley

**Scope of Work:**

Residential, Commercial and Industrial Services. Mixed Solid Waste Containers and Compactors, Comingled Recycle Program, Commercial Organics Program for Food Waste, Temporary Roll Off Service, and Construction & Demolition.

**Contact:**

Loriana Hornik, Environmental Services Manager  
P: (714) 593-4441  
E: Loriana.Hornik@fountainvalley.org



## 6. Personnel

### Local Huntington Beach Team

Every Republic employee is considered “key personnel” in our eyes, from the drivers on the street, to the administrative and management staff. As a result, the Newport-Mesa Unified School District will recognize trust and enjoy a friendly relationship on a daily basis with Republic’s staff. Listed below are the qualifications and experience for Republic’s dedicated Huntington Beach Division staff. This Huntington Beach division is associated with the District’s daily operations and the location from where operations personnel will be dispatched.

#### Chris Kentopp, General Manager

*ckentopp@republicservices.com*  
(657) 845-6100

Chris oversees all aspects of the business including safety, regulatory compliance, service delivery, customer satisfaction, and newly implemented organic’s programs. Chris has worked with Republic Services since 1995 in increasing roles of responsibility including Operations Manager, Region Operations Manager, and General Manager in some of Republic’s most challenging markets.

Since taking responsibility in Huntington Beach in 2017 the team has fully enclosed the entire operation to be one of the first AQMD Rule 410 compliant facility’s in the state of California, brought service levels to above 99% on time delivery, and been recognized twice by the National Waste and Recycling Association for having the safest, best in class employees.

#### Gus Sanchez, Operations Manager

*gsanchez@republicservices.com*  
(657) 845-6137

Gus has over 10 years of service with Republic. As the Operations Manager, Gus is responsible for daily collection operations, including development and evaluation of routing (in conjunction with the General Manager), training and oversight of drivers, and implementation and enforcement of safety procedures. Gus has a high level of understanding about the logistics of program operations, and is able to communicate with the public in a courteous, professional, intelligent, and informed manner. As the person responsible for daily collections, Gus has contact with the drivers and the customer service center to respond immediately to any unusual collection occurrence.

#### Alberto Mercado, Operations Supervisor

*amercado@republicservices.com*  
(657) 845-6128

Alberto has over 13 years of experience in the Republic Services. Alberto brings with him extensive leadership and customer service experience and is responsible of all commercial operations in the Huntington Beach Division. He is the operations supervisor in several cities, focusing on our largest accounts and works directly with Public Works staff to ensure all service issues are address in a timely manner.

#### Debbie Killey, Community Relations Manager

*dkilley@republicservices.com*  
(657) 845-6111

Debbie reports directly to the General Manager and is responsible for the community outreach administration in Huntington Beach, Sunset Beach, Fountain Valley, Newport Beach, Costa Mesa, and Irvine. She has been in the solid



waste industry for 6 years and brings over 20 years of experience in marketing, customer service, community outreach, contracts compliance and program development business experience from other industries. Debbie graduated with a B.A. in Molecular Biology from the University of California Santa Cruz and has an M.B.A from Pepperdine.

### **Matt Sweet, Account Manager**

*msweet@republicservices.com  
(657) 845-6160*

Matt is currently responsible for commercial and industrial service account management in the cities of Newport Beach, Costa Mesa, and Irvine for Republic Services. He has over 6 years of experience as an Account Executive for Fortune 500 companies and over 11 years of experience in Client Services with an emphasis on exceptional customer service and communication. Matt graduated with a B.A. in Communications from Southern New Hampshire University.

*\*Complete team resumes available upon request*

## **7. Methodology and Quality Control**

### **Experience Matters**

Republic Services successfully implements more than 75 new municipal contracts each year, and we will bring our national strength and local expertise to every one of them.

Because Republic has such a large footprint in Orange County, this has given us familiarity with the subtleties and intricacies to continue servicing the District locations within the cities of Costa Mesa and Newport Beach.

Having our experienced personnel who are deeply familiar with Costa Mesa and Newport Beach's business and residential districts, traffic

patterns, and unique service requirements is a tremendous advantage for the District.

Our greatest asset is our people, a well-organized team of dedicated employees, backed and supported by layers of Republic's experienced Regional and Executive personnel—technological and systems experts.

Experience has taught us that timely and appropriate communication is of utmost importance.

Our operational management team meets daily with our supervisors and maintenance team to ensure critical-path items are addressed.

The marketing and education team meet with the transition lead (operations manager), customer service manager and general manager to ensure customer-specific aspects of the rigorous training for customer service staff and drivers.



Dedicated phone lines, contract-specific information, routine route audits and driver safety meetings combine to bring an efficient and well-informed team to your District.

Our experience has shown that relationships matter—when we need equipment, we get it. Our national strength and buying power is leveraged for your benefit.

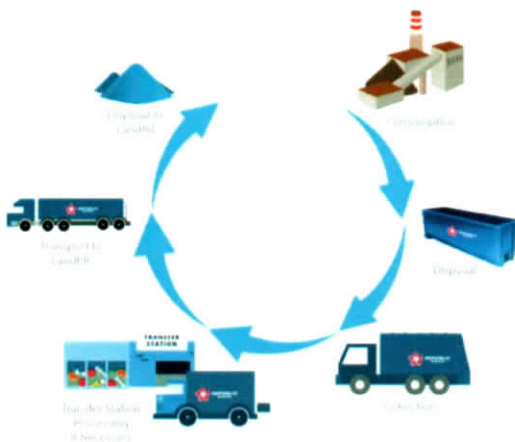
## Local Operations

Each of our local business operations is fully empowered and accountable for delivering on our commitments to our customers. They are also backed by the support and breadth of our area and corporate leadership teams, capable of massing expertise and corporate might to assist or respond to any challenge during the term of the contract. An example of this benefit to you is the response capabilities during times of crisis such as fires, floods, or other disasters.

## Commercial Solid Waste

For the commercial waste stream, we recommend you continued using of the 3 and 4 cubic yard bins which can be serviced during the District's preferred hours. These containers are Republic-owned and come with a free-of-charge maintenance program. The service on the bins will be done based on the schedule provided by the District in the RFP.

Solid Waste will be processed at our transfer station in Anaheim, CA.



## Mixed Recycling

Republic Services excels at helping customers meet their sustainability needs, by identifying disposal locations that are able to recycle their

*Excellence Driven - Republic Services takes pride in being excellence driven, which includes continuous investment in new vehicles, containers, and technologies.*



materials, and by sharing best management practices for on-site commodity separation. Implementation of a successful separation program will both increase commodity values and decrease landfill-bound volumes. A Waste Assessment can be done to identify improvement opportunities.

The mixed recycling waste stream includes: mixed commercial recycling, mixed beverage containers, office paper, cardboard and plastic bottles.

Recycling Material will be processed at our Materials Recovery Facility in Anaheim, CA.

## Organic – Green Waste

Republic Services can help the District put together a program for collecting “green waste” which is comprised of any organic green material such as tree trimmings or grass clippings. The recommended container is a 40 cubic yard bin which will be sorted at our Huntington Beach facility by type, chipped and ground, and utilized for mulch or compost.

## Organics - Food Waste

The collection program is available through 65 gal carts and 1-2 cubic yard bins. Our staff will work with District staff on the collection methodology for District facilities.

Containers can be collected several days throughout the week and taken to our CVT facility in Anaheim, where the MEGA THOR Turbo Separator splits food waste from contamination. The food is then transferred into a cake-like consistency and transported to our Agromin Chino facility for composting.



A comprehensive waste assessment can help the District determine your exact onsite food waste needs based on the quantity of food collected within your existing waste stream.

### **Organics Outreach Tools**

Republic understands the importance of tracking organics outreach such as in-person activities and customer feedback. Republic's customer relationship management software stores and sorts data for efficient activity reporting.



The waste assessment tool is used during customer meetings and captures important information such as the AB 1826 Tiers, third party diversion tonnages, customer limitations such as space, and calculates the customer's

potential diversion based on their weekly trash yardage.

### **Food Waste Education**

Posters, stickers, and staff trainings (English and Spanish) are available from Republic as value-added services necessary for operating a comprehensive food waste recycling program.

### **On-Call Electronic Waste**

Electronics Recycling with BlueGuard™.

Republic Services makes it easy to recycle your electronics securely and responsibly. Our experts specialize in the safe and proper dismantling of electronic materials to protect you from identity theft, while our recycling solutions help ensure materials are processed responsibly – protecting our planet from hazardous waste.

The proliferation of electronics hardware in this digital age has created a growing need for safe, secure, and responsible electronics recycling programs. Not only do customers need to protect sensitive data from theft, they must do their part to prevent hazardous chemicals and elements from polluting the environment.



Our Electronics Recycling program utilizes BlueGuard™ safety practices, which adhere to U.S. Department of Defense standards, to ensure that obsolete electronics are recycled safely, completely and responsibly. Our solution includes a mail-back program.

About 85% of electronics are discarded in landfills or incinerators with another 5 million tons in storage. It's easy to forget they may contain personal information or hazardous materials that need to be disposed of or recycled differently than everyday solid waste. When you recycle electronics through Republic Services' BlueGuard™ program, you are guaranteed of the following:

- Data is protected from theft or loss through stringent software-based destruction
- An online tracking and account management tool is available which allows you to review your recycled electronics order in real time and download a certificate of recycling
- All breakdown and recycling is done in-house, never exported, while keeping items recycled out of the landfill

### On-Call Universal Waste Sharps

Many customers generate medical waste, from diabetic needles to medical facility waste. The Republic Services sharps program offers a simple method to properly dispose of this waste.



Republic Services offers a straightforward, cost-effective, confidential and convenient method for proper disposal of sharps waste. Every year, millions of people use needles and syringes to manage medical conditions at home. This waste stream should never be mixed with household waste, as it poses a health and safety risk for industry workers. The Republic Services sharps

mail-back kit includes all components required for simple and proper collection, transportation and disposal of medical sharps.

### Safety

Safety is Republic Services' highest priority. We adhere to a strict policy of safety protocols with supporting infrastructure, where employees are trained to **Think. Choose. Live.®** within a framework designed for safety.



Republic Services has an industry leading safety program that has been 41% better than the industry average for the past nine years, based on OSHA data. In addition, we have been recipients of 75% of industry Driver of the Year awards for the large truck category since 2009.

Republic Services and its employees maintain strict compliance with all applicable OSHA and Federal, State, and Local safety requirements while performing all work-related functions. We recognize that a safe workforce is not simply a discussion with a new hire, but a dedicated plan to review, educate, and verify employee practices throughout their careers.

Republic Services has the lowest occurrence of incidents and crashes in the industry due to our company-wide emphasis on safety, extensive employee training and ongoing educational development programs. Republic Services requires all operations personnel to participate in extensive classroom training and testing, as well as, on-road auditing and policy reinforcement.



Republic Services offers full-spectrum safety initiatives and award-winning safety training programs to all employees. We are an industry leader in safety and we are very proud of our safety track record.

## **Equipment & Facilities**

### **Collection Vehicles**

Republic maintains a fleet of approximately 450 vehicles in Orange County, (including spares) consisting of automated collection vehicles, commercial front-loaders, commercial rear-loaders, roll-off trucks, scout vehicles, maintenance vehicles, transfer trucks and trailers, and bin delivery trucks. All vehicles meet and exceed the highest equipment specifications and safety standards in the industry. Republic ensures all vehicles meet all specifications set forth in the RFP and this proposal. Republic owns, operates and maintains our entire vehicle fleet as well as our LNG/CNG fueling stations.

Republic will continue to be fully compliant with all environmental standards, rules, and regulations including those set forth by the US EPA, CAL/EPA, the California Air Resources Board (CARB), and the South Coast Air Quality Management District (SCAQMD). In addition, any new vehicle purchases will comply with SCAQMD Rule 1193. For this contract, all collection equipment will consist of alternative fuel vehicles – compressed natural gas (CNG).

Republic Services is dedicated to operating the best running, safest and most environmentally friendly vehicles in the industry. This goal is achieved through a coordinated vehicular operation maintenance system called OneFleet. The OneFleet management system enhances quality of service, maintains a reliable fleet and ultimately improves customer experience at the curb. With standardized procedures and consistent execution, the OneFleet system

improves safety for the fleet, decreases repair downtime and improves customer satisfaction.

The key to the preventive maintenance program is daily completion of vehicle inspection reports. This is done by the collection vehicle's assigned CDL driver and includes both a pre-trip inspection and post-trip inspection. Drivers check fluid levels, lights, tires and other safety related areas of their truck and indicate on the inspection report any defects or deficiencies found that day. Shop personnel review the report and check any items marked by the driver as being questionable or problematic. Technicians then make any needed repairs before the vehicle returns to the route.



It is a fact that vehicles that are clean in appearance are usually well-maintained as well. Republic Services washes its collection vehicles weekly, utilizing biodegradable cleansing products with high and low pressure washers and a brush.

### **Facility Descriptions**

The Republic-owned facilities listed below will be utilized for processing and disposing of materials collected from the District in order to be compliant with AB939, AB341, AB1826, and AB1594. Most of the primary facilities listed for processing and disposal of materials generated are Republic-owned. Republic has the most extensive network of company-owned transfer facilities in Orange County and can therefore guarantee processing and disposal capacity throughout the term of the Agreement. Utilizing

Company-owned facilities also guarantees the stabilization of the processing/disposal cost components of the District's rates.

### Operating Facility

#### Huntington Beach Hauling Division

17121 Nichols Lane, Huntington Beach, CA 92647  
 Permit# 30-AB-0099

**Hours:** Mon-Fri 5 a.m.-5:30 p.m.; Sat 5 a.m.-4 p.m.; Sun: Closed

**Service Area:** Orange County

**Description:** The facility features an office building out of which nearly 200 employees work and are dispatched daily and can provide local customer service support. Currently accepts approximately 1,600 tons of material per day. Materials accepted include Municipal Solid Waste, Green Waste, Mixed Waste, Recyclables, and Construction and Demolition Debris. This facility is one of the first fully enclosed AQMD Rule 410 compliant waste processing facilities in the State of California.

On-site public reuse center for paints, solvents etc. at the County operated HHW drop-off.



**Permitted Capacity:** 4,000 tons per day

**Fueling Capabilities:** On-site bulk diesel fueling, low flow CNG fueling stations for 100% of collection fleet and fast flow CNG fueling for public vehicles

**Maintenance Capabilities:** Award winning CNG truck maintenance building and staff. On-site paint booth, wash bay and extensive container maintenance center. Includes special roll-off bin enzyme treatment to reduce odors and vectors for our customers

**C&D MRF:** Processing C&D and Public Amenity drop-off, with secondary processing of residuals done through Multi-Family/Apartment Stream. Utilizes positive sorting techniques with supplemental mechanical processes. 150 tons per day current operations, 350 tons per day maximum capacity.

**Green Waste Processing:** Designed to process residential and commercial "green cart" organic material. It is sorted by type, chipped and ground, and utilized for mulch, compost or ADC. 800 tons per day maximum capacity.

### Processing Facility

#### CVT Transfer Station and Materials Recovery Facility

2775 Gretta Lane, Anaheim, CA 92815  
 Permit # 30-AB-0335

**Hours:** Mon-Fri 7 a.m.-6 p.m.; Sat 7 a.m.-3 p.m. (phone calls only)

**Description:** This facility is owned and operated by Republic. CVT has been designed and permitted to serve as a regional materials recovery facility able to accommodate more than its 6,000 tons per day permit capacity limit for solid waste, recyclable materials, and green waste processing and transfer.



The facility processes every type of waste stream including mixed waste sorting of commercial

MSW ("dirty MRF"), processing of commingled residential and commercial recyclables ("clean MRF"), green waste processing, bulky waste recycling, and straight transfer of residential and commercial solid waste.

CVT is the largest and most state-of-the-art facility of its kind in California. The CVT Facility, through its operator Republic Waste Services of Southern California, LLC (formerly Taormina Industries, LLC), a wholly-owned subsidiary of Republic Services, Inc., holds a Solid Waste Facilities Permit (SWIS No. 30-AB-00335) issued by the CIWMB under the name "CVT Regional Material Recovery and Transfer Station". The facility's permitted hours of operation are 24 hours per day, 7 days a week. The permitted area for material acceptance and transfer operations is 25 acres. The Lead Enforcement Agency is the County of Orange/Health Care Agency, Environmental Health Division, and the company holds a Conditional Use Permit (CUP) issued by the City of Anaheim.

### Composting Facility

#### Agromin – Chino

8100 Chino Corona Rd, Chino, CA 91708  
 Permit SWIS No. 56-AA-0165

**Hours:** Mon-Fri 6 a.m.-4 p.m.



**Description:** Agromin is a fully permitted

composting facility currently accepting 200 tons per day, 500 tons per day total capacity. Agromin is California's largest composter and has been awarded U.S. Composter of the Year. Republic Services is 50% owner of Agromin Chino – which assures capacity for the City's organic materials. Our Agromin Chino Facility possesses a food waste compost permit for the recycling of approximately 25,000 tons per year. Republic has invested in advanced technologies at the Chino facility including covered aerated static pile (CASP) equipment.

### Recycling Facility

#### SA Metals

3200 E Frontera Street, Anaheim, CA 92806

**Hours:** Mon-Fri: 6 a.m.- 4 p.m.; Sat: 6 a.m.-12 p.m.

**Description:** Facility accepts scrap metal materials include steel, aluminum, copper, brass, and stainless. When generating large quantities of scrap metal on projects, we would service with large industrial containers. After the scrap metal is collected it is brought to SA Recycling in Anaheim.

### Disposal Facility

#### Frank R. Bowerman Landfill

11002 Bee Canyon Access Rd, Irvine, CA 92602.

**Hours:** Mon-Sat: 7 a.m. – 4 p.m.; 4 p.m. – 5 p.m. (Transfer Trucks Only)

**Description:** This facility is run by the County of Orange and accepts materials from Orange and Los Angeles county. It has capacity to accept yard waste and non hazardous solid waste of up to 11,500 tons daily. Hazardous waste is not accepted at this landfill station.

### Customer Account Management

Relationships with our municipal customers is one of the keys to our success. Newport-Mesa

Unified School District will have a dedicated local team consisting of an account manager, community relations manager, and operations manager who can assist with questions.



Aside from its professionally trained and supported dedicated employees, the backbone of Republic's customer service management is its customized account management software application, InfoPro. There are several modules built into InfoPro, including:

- **Customer Maintenance**

This is the main customer database. Billing information, service location, container specifications, and rate information are the primary components of it. The information contained in this module generally drives the other modules and is used to provide reports on volume.

- **Customer Service**

This module is used by CSRs to allow easy access to almost any part of the InfoPro system so that customer inquiries can be answered expediently without a transfer to a specialist. Call in service requests are entered here.

- **Dispatch**

This module allows for daily dispatching of scheduled, permanent routes and container delivery.

- **Routing**

From the information keyed in to Customer Maintenance, a routing record is created based on input from Republic's routing program, Route Editor.

- **Vehicle Maintenance**

All pertinent information regarding vehicles is entered into this module, such as vehicle make, model, serial number, number of axles, axle capacity (weight distribution), engine type and number, and fuel tank capacity. Vehicle maintenance activities are recorded against the respective vehicle in this module.

### **Waste Assessments**

Republic Services offers a free service that we refer to as a Waste Assessment. This specified mechanism is how we stay connected with our customers to better understand their waste stream types and address their ongoing service needs. Our dedicated team is available to consult with the District to conduct a comprehensive on-site waste assessment to determine the needed services, collection frequencies, and container sizes. During the assessment, we will identify container locations and access paths that allow for safe, convenient service. Right-sizing service levels can increase waste diversion, improve collection productivity, and lead to reduced costs for customers.





We can offer these assessments annually to the District in order to provide you with the most accurate and up-to-date information ensuring that if your needs change, we are able to make adjustments accordingly. For example, upon completing a waste assessment, we can assist with your facility's waste stream reductions by incorporating re-usable, eco-friendly materials to help reach your sustainability goals in a timely manner.

### **Materials Management**

We recognize the responsibility and opportunity we have in managing the nation's waste stream to provide a source of recovered and renewable materials and energy to the economy. We are innovative and constantly exploring new options to capture value and energy from materials in the waste stream, while ensuring environmental responsibility and sustainability.

### **Customer Service**

We strive for first-call resolution when customers contact us for service. We provide a superior experience through integrated facilities, technology, and highly knowledgeable employees.

### **Net Promoter Score**

Our Net Promoter Score, or NPS, measures our customers' willingness to recommend our company's products and services. Republic Services' NPS has improved on a year-over-year basis for the fifth consecutive year which means our customers are seeing a difference in our product offering.

### **We Delight Our Customers**

Our approach to customer service is to ask daily, "how have we delighted our customers?" For most customers, this means that our front-line customer service representatives—our professional drivers—collect everything on schedule. That also means drivers return containers in a safe and tidy manner. Whether

it's walking around a car to get a container or rolling it up a steep driveway for a disabled or elderly customer.

We recognize that sometimes, customers have questions regarding scheduled service, or would like to order additional services. In that event, a speedy response is expected. We strive for first call resolution—from call, email, mobile app, website or in-person request.

### ***We provide an exceptional customer experience when your residents or businesses contact us for assistance***

- Three fully staffed, US-based, national call centers
- Powerful, integrated technology, enabling you to talk to a real person
- 1M customers expertly served each month via text, email, or phone
- Extended hours 7 a.m. (Eastern) to 7 p.m. (Pacific) Monday thru Friday, until 12 p.m. (Pacific) Saturday
- Web based applications for 24/7 access
- Well trained staff
- Net Promoter Score has improved on a year-over-year basis for 5 consecutive years

### **Knowledge and Experience Delivers Satisfaction**

Our representatives' experience and knowledge does not just come from the customer interactions, our representatives spend time in a classroom environment and participate in monthly/weekly training sessions to ensure our agents are in touch with the customer's needs and the ever-changing conditions of the waste disposal industry. Therefore, our representatives are always ready, willing and able to help our customers and exceed their expectations.

### **Customer Access**

Our call centers are fully networked together, allowing them to support callers from 7 a.m.

Eastern to 7 p.m. Pacific Monday through Friday and 7 a.m. to 12 p.m. Pacific on Saturday.

In addition to the call center hours customers also have the ability to reach us 24/7 via our website, [www.republicservices.com](http://www.republicservices.com), or our Republic Services Mobile App. Our self-service options are designed to improve overall response and resolution to customer inquiries and needs anytime, anywhere with the least amount of customer inconvenience as possible.

### **Procedures for Handling Common Customer Requests**

When fielding a call, CSRs immediately access the customer's account information in InfoPro. The CSRs can access all pertinent information, including service address, pick-up day, rate per month, service level, and a complete history of service requests and resolution.

After determining the customer's need, the CSR will input all required information into the customer's permanent file history and, if necessary, generate an on-line automated work order. The timing for responding to these work orders will be as specified in the Collection Services Agreement.

If the inquiry is simply for information or clarification about Republic programs, the CSR will answer the question and close the file.

If the request requires action on the part of Republic, the CSR will enter a work order for the appropriate department to address the matter, end the telephone call, and produce an online work order in InfoPro, which must be closed out within two days.

Each time a customer calls Republic, CSRs enter inquiries and concerns into InfoPro; each call input includes date, time, customer's name and address if they are willing to provide this information, and the nature, date and manner of the resolution. Any calls received via answering service will be entered no later than

the following day, other than Saturday, Sunday and Holidays, when calls will be input on the next work day. All e-mails are currently logged, and the customer is contacted within 24 hours.

Dispatch maintains a log of all orders requiring driver action. Upon receipt of the work order needing completion that day, dispatch contacts the appropriate driver and provides instruction as to what is needed to complete the order. In addition, each driver contacts the dispatch after they've completed their assigned route. At this time, the dispatcher will relay any orders the driver needs to complete and will also advise the driver if their assistance is needed in the event of a breakdown on another route.

Depending on the nature of the customer concern, and if the issue has been flagged as a priority, the Dispatch Office radios the Supervisor in charge of the specific route in question, who in turn contacts the driver for resolution of the complaint. Republic route supervisors are in the field working in their assigned area, which enables them to meet a driver at the customer's location to resolve the issue as quickly as possible.



Drivers will document all same-day service orders on their route sheet and note each one as completed when they turn in their paperwork at the end of their shift.



### ***Missed Pick-Ups, Late Setouts, Spills, and Litter Resulting from Collection***

Although a rare occurrence, when a missed pick-up is reported, Republic's operations team takes it very seriously. The Route Supervisor



completes a root cause analysis on each miss and addresses it with the driver. Together they drill down on the incident to identify the cause and to devise a way to permanently resolve the issue. The final step is to call the customer and apologize for the driver's error and gather customer feedback. This ensures a cycle of continuous improvement.

The general procedure for addressing all customer service inquiries and concerns is:

1. Process a work order for a missed pick-up, late set out, or spills and litter resulting from collection.
2. Republic's CSR will notify dispatch with specific information regarding the work order. This information, also communicated to the route supervisor, is maintained as an open work order until the route supervisor and/or driver radios back to the Dispatcher that the task has been completed.

### ***Containers in Need of Repair, Replacement, or Exchange***

Drivers are charged with reporting all containers in need of repair. Once reported, either by customer or driver, a work order is entered into

InfoPro and forwarded online to the container delivery department. Then either a supervisor vehicle or a container delivery vehicle will be directed to the customer address for container delivery, which is scheduled based on the request. Upon delivery of the container, the supervisor and/or container delivery driver will note that the container has been delivered. The work order is then closed by the operations clerk, pending sign off by the driver and supervisor.

During the review, Supervisors coach employees on soft skills including courtesy, how to be more pro-active, and one-call resolution.

This strong training foundation is pivotal to Republic's local success at achieving above-average call response and call waiting metrics.

All Customer Service staff also receives quality-based performance reviews and ongoing training in the most advanced customer service techniques. Interactive training tools and resources for Customer Service Managers are located on Republic's internal website.

- Service Delivery
- Missed Pick Up
- Extra Pick Up
- On-Call Pick Up
- Container Delivery, Exchange, and Removal.

### ***Invoicing***

Republic Services has a talented billing staff that can provide itemized invoices with the information requested by the District. All of our invoices can include customer specific information such as address serviced, type of bin, frequency, and number of pick-ups.

## **8. Financial Statements**

Republic Services, Inc. files audited consolidated tax returns on behalf of itself and all of its subsidiaries, including Rainbow Disposal —the

proposing entity. All financing will be solely provided by Republic Services.

#### *Most Recently Completed Fiscal Year*

Republic's 2019 Annual Report to Shareholders is included as part of this section. These documents demonstrate the companies' substantial financial resources and stability, as well as the companies' ability to finance any future capital expenditures related to the District's contract. The Annual Report and Form 10-K also includes information pertaining to available working capital, annual revenue figures, total assets, net worth, and key financial ratios. This financial information is for Republic Services, Inc. and its subsidiaries, including the responding entity. Complete financial information can also be viewed and downloaded from [www.republicservices.com](http://www.republicservices.com)

#### *Credit Worthiness – Public Debt Rating*

Republic Services, Inc. carries "investment grade" credit ratings. The ratings on Republic reflect the company's "excellent" business risk profile, characterized by its solidly entrenched market position and solid profitability in the generally stable solid waste services industry.

| Rating Agency     | Rating |
|-------------------|--------|
| Standard & Poor's | BBB+   |
| Fitch Ratings     | BBB    |
| Moody's           | Baa3   |

#### *Labor Agreements and Wages*

Republic Services offers a safe, respectful and rewarding workplace for our employees and provides the best training and safety programs in the industry.

Republic Services focuses on maintaining a positive and professional relationship with its workforce through continuous training and consistent communication. We utilize this

approach with both our represented and non-represented employees. Nearly 40 percent of Republic Services over 35,000 employees are represented under various collective bargaining agreements across the country.



We negotiate fairly with our labor unions, carefully balancing the needs of the workforce with the cost to provide service and the ultimate impact it will have upon the municipality we are partnering with.

Republic Services works tirelessly with our labor partners to ensure labor peace and although the parties do not always agree, both sides work respectfully and relentlessly to reach an expeditious resolution.

Republic Services will commit to the District that the organization will take every reasonable measure to avoid a labor dispute or labor unrest during the term of the collection services agreement.

In the unlikely event of a labor dispute or labor unrest, Republic Services will immediately implement a plan to minimize the impact to the District by utilizing our expansive network of local facilities, equipment and people to ensure there is minimal disruption in service.

#### *Financial Capacity*

Republic Services is among the leading recycling and waste services companies in the United States, with annual revenues exceeding \$10



billion, guaranteeing the financial strength and stability to exceed the District's expectations for the duration of the contract and beyond.

Young, LLP (Independent Registered Public Accountant).

*The financial strength you need in a long term partner for your district*

- Financial capacity to continually invest in equipment and preventative maintenance
- Youngest fleet in the industry
- Reinvesting in state-of-the-art equipment and facilities.
- Republic Services contributes over \$5 million to charities annually.

Republic Services' financial stability allows us to guarantee our commitments and obligations presented to the District in our proposal. We have the capacity to continually invest in equipment and preventative maintenance, as evidenced by the youngest fleet in the industry. Republic Services does not use third party financing, meaning Republic Services owns all assets used to perform the duties of this agreement. The District will not need to be concerned with the potential for adverse business or performance conditions affecting the ability of our company to perform or obtain financing. We implore the District to take financial stability into serious consideration when choosing a long-term partner for your recycling and waste needs. In many instances, the success of a service provider is dependent on their ability to invest in necessary equipment or personnel

**Summary Financial Information**  
**– Income Statement**

These historical results are not necessarily indicative of the results to be expected in the future. Amounts are in millions, except per share data. The financial statements contained in the Annual Report were audited by Ernst &



## Annual Revenue

|                                                                                  | Years Ended December 31, |             |             |             |             |
|----------------------------------------------------------------------------------|--------------------------|-------------|-------------|-------------|-------------|
|                                                                                  | 2019                     | 2018        | 2017        | 2016        | 2015        |
| <b>Statements of Income Data:</b>                                                |                          |             |             |             |             |
| Revenue                                                                          | \$ 10,299.4              | \$ 10,040.9 | \$ 10,041.5 | \$ 9,387.7  | \$ 9,115.0  |
| Expenses:                                                                        |                          |             |             |             |             |
| Cost of operations                                                               | 6,298.4                  | 6,150.0     | 6,214.6     | 5,764.0     | 5,518.6     |
| Depreciation, amortization and depletion                                         | 1,040.5                  | 1,033.4     | 1,036.3     | 991.1       | 970.6       |
| Accretion                                                                        | 81.9                     | 80.7        | 79.8        | 79.1        | 79.4        |
| Selling, general and administrative                                              | 1,091.9                  | 1,059.5     | 1,057.4     | 969.8       | 983.1       |
| Withdrawal costs - multiemployer pension funds                                   | —                        | —           | 1.2         | 5.6         | 4.5         |
| Gain on business divestitures and impairments, net                               | (14.7)                   | (44.9)      | (33.9)      | (0.1)       | —           |
| Restructuring charges                                                            | 14.2                     | 26.4        | 17.6        | 40.7        | —           |
| Operating income                                                                 | 1,787.2                  | 1,735.8     | 1,668.5     | 1,537.5     | 1,558.8     |
| Interest expense                                                                 | (392.0)                  | (383.8)     | (361.9)     | (371.3)     | (364.9)     |
| Loss from unconsolidated equity method investments                               | (112.2)                  | (35.8)      | (27.4)      | (6.1)       | —           |
| Loss on extinguishment of debt                                                   | —                        | (0.3)       | (0.8)       | (196.2)     | —           |
| Interest income                                                                  | 6.4                      | 1.6         | 1.0         | 0.9         | 0.8         |
| Other income, net                                                                | 6.4                      | 3.4         | 2.7         | 1.1         | 1.2         |
| Income before income taxes                                                       | 1,295.8                  | 1,320.9     | 1,282.1     | 965.9       | 1,195.9     |
| Provision for income taxes                                                       | 222.0                    | 283.3       | 3.1         | 352.7       | 445.5       |
| Net income                                                                       | 1,073.8                  | 1,037.6     | 1,279.0     | 613.2       | 750.4       |
| Net income attributable to non-controlling interests in consolidated subsidiary  | (0.5)                    | (0.7)       | (0.6)       | (0.6)       | (0.5)       |
| Net income attributable to Republic Services, Inc.                               | \$ 1,073.3               | \$ 1,036.9  | \$ 1,278.4  | \$ 612.6    | \$ 749.9    |
| Basic earnings per share attributable to Republic Services, Inc. stockholders:   |                          |             |             |             |             |
| Basic earnings per share                                                         | \$ 3.34                  | \$ 3.17     | \$ 3.79     | \$ 1.79     | \$ 2.14     |
| Weighted average common shares outstanding                                       | 321.1                    | 326.9       | 337.1       | 343.0       | 350.0       |
| Diluted earnings per share attributable to Republic Services, Inc. stockholders: |                          |             |             |             |             |
| Diluted earnings per share                                                       | \$ 3.33                  | \$ 3.16     | \$ 3.77     | \$ 1.78     | \$ 2.13     |
| Weighted average common and common equivalent shares outstanding                 | 322.0                    | 328.4       | 339.0       | 344.4       | 351.4       |
| Cash dividends per common share                                                  | \$ 1.56                  | \$ 1.44     | \$ 1.33     | \$ 1.24     | \$ 1.16     |
| <b>Statements of Cash Flows Data:</b>                                            |                          |             |             |             |             |
| Cash provided by operating activities                                            | \$ 2,352.1               | \$ 2,242.8  | \$ 1,910.7  | \$ 1,847.8  | \$ 1,679.7  |
| Purchases of property and equipment                                              | \$ 1,207.1               | \$ 1,071.8  | \$ 989.8    | \$ 927.8    | \$ 945.6    |
| Proceeds from the sale of property and equipment                                 | \$ 21.7                  | \$ 31.6     | \$ 6.1      | \$ 9.8      | \$ 21.2     |
| <b>Balance Sheet Data:</b>                                                       |                          |             |             |             |             |
| Cash and cash equivalents                                                        | \$ 47.1                  | \$ 70.5     | \$ 83.3     | \$ 67.8     | \$ 32.4     |
| Restricted cash and marketable securities                                        | \$ 179.4                 | \$ 108.1    | \$ 141.1    | \$ 90.5     | \$ 100.3    |
| Total assets                                                                     | \$ 22,683.8              | \$ 21,617.0 | \$ 21,147.0 | \$ 20,629.6 | \$ 20,535.9 |
| Total debt                                                                       | \$ 8,688.5               | \$ 8,337.5  | \$ 8,187.4  | \$ 7,658.9  | \$ 7,532.9  |
| Total stockholders' equity                                                       | \$ 8,120.9               | \$ 7,929.5  | \$ 7,961.1  | \$ 7,693.7  | \$ 7,776.6  |



## 8. Pricing

See Appendix A for proposed pricing.

## 9. Additional Information

### *Legislative Compliance*

Republic is committed to working with the District to ensure compliance with diversion objectives and guarantees the City will meet or exceed all State mandated regulations: AB 341, AB 939, AB 32, AB 1826, and AB 1594.

Republic's approach to public education and outreach including commercial recycling and organics waste assessments and recycling technical assistance, mixed waste processing, combined with its state-of-the-art processing facilities ensures the District will remain in compliance with recycling legislation.

Republic commits to ensuring the District meets its overall diversion objectives through the use of the various facilities and the outreach methods described throughout this proposal.

### *Commercial Recycling - AB341*

Republic will achieve AB341 compliance through a combed approach of commercial mixed waste processing and source separated commingled collection service options for customers.

Republic collection trucks will pick up material in the District, then recyclable materials will be processed at Republic Services' CVT Regional Materials Recovery Facility Located at 2775 Greta Lane, Anaheim, California. This facility will help Republic meet all the key legislative requirements.

The CVT MRF is one of the largest facilities by volume in North America. Centrally located in the heart of Orange County, the state-of-the-art MRF sits on a 35-acre campus that encompasses 240,000 square feet of which 160,000 are the processing facility. CVT has a processing

capacity of 50 tons per hour single stream sorting system with optical sorting technology and automated storage/baling systems. CVT also offers 100 tons per hour state-of-the-art commercial mixed waste sorting system.

### *Organic Waste Recycling - AB1826*

#### **Commercial**

Businesses can participate in the food waste recycling program by selecting a 64-gal cart, or front load containers for source separated food waste.

Once collected material will be taken to our CVT in Anaheim, where the MEGA THOR Turbo Separator splits food waste from contamination. The food is then transferred into a cake-like consistency and transported to our Agromin Chino facility for composting.



*Organics Solutions. CASP System at Agromin OC Chino*

#### **Food Recovery**

Republic Services is the leading hauler in developing food recovery programs and partnerships to comply with organics legislation. With our partnership with Waste Not OC and six food recovery partnerships in Los Angeles and Orange Counties, and over 700 tons diverted through the recovery program, we're fully prepared to engage the City on this new and exciting diversion strategy.

Food Recovery is an emerging equitable and environmental organics diversion approach in managing food surplus. Simply put, it's a



**REPUBLIC**  
SERVICES



Newport-Mesa

**NEWPORT-MESA UNIFIED SCHOOL DISTRICT  
WASTE & RECYCLING SERVICES  
RFP NO. 112-20**

program that identifies and intercepts edible food surplus from being landfilled, and instead, redirects it to food pantries and people in need.

Republic will continue cultivating the dynamic relationship and strategic partnership with Waste Not OC, Food Finders and other non-profit food rescue partners that collect surplus food from grocery stores, farmers markets, school lunch providers and other food retailers to pick up and deliver high-quality surplus food to local pantries, churches and other 501 © (3) organizations.



Since 2017, the program between Republic Services and food recovery partners has

resulted in over 1 million pounds of food being rescued, creating over 1.3 million meals.

With pending State legislation earmarking food recovery as a required diversion strategy, Republic is fully prepared to assist the City with practices and procedures that have proven results.

Light years ahead of the trend, Republic Services has sponsored a refrigerated vehicle to be used by Food Finders for the safe transportation of edible food. The vehicle is currently in use and dedicated to collecting from Republic franchises and customers whom have edible food.

#### **ADC - AB1594**

California's AB 1594 disallows diversion credit for use of green waste as ADC beginning January 1, 2020. Once the greenwaste is collected and delivered to Huntington Beach, it is cleaned, screened and ground, and delivered to our Agromin facility for land application.

## Appendices



**REPUBLIC**  
SERVICES



Newport-Mesa

NEWPORT-MESA UNIFIED SCHOOL DISTRICT  
WASTE & RECYCLING SERVICES  
RFP NO. 112-20

## Appendix A: RFP 112-20 Addendum No. 1



Newport-Mesa

Unified School District

## NEWPORT-MESA UNIFIED SCHOOL DISTRICT

### ADDENDUM NO. 1 WASTE AND RECYCLING SERVICES

#### BID No. 112-20

NEWPORT MESA UNIFIED SCHOOL DISTRICT  
2985 BEAR ST., BLDG.-A  
COSTA MESA, CALIFORNIA 92626

June 2, 2020

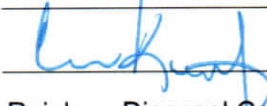
The following revisions and/or clarifications shall be made to the BID documents for the above-named work. All work described in the original BID documents and all applicable Sections of the original BID documents shall be included in the contract, except as herein modified:

Acknowledgement of this Addendum shall be made below and submitted with the BID submission. If acknowledgement is not made the proposal may be considered non-responsive.

1. **REPLACE:** Replace RFP document package with attached. Document can also be downloaded at; <http://web.nmusd.us/supplementals>

All other provisions of the BID remain unchanged.

BELOW, PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM AND SUBMIT IT WITH YOUR PROPOSAL.

Name: Chris Kentopp  
Signature:   
Firm Name: Rainbow Disposal Co., Inc, a Republic Services Company  
Address: 17121 Nichols Lane  
Huntington Beach, CA 92647  
Telephone #: (657) 845-6100  
Fax #: (714) 841-4660

(END OF ADDENDUM NO.1)

**CERTIFICATE OF SECRETARY**

**RELATING TO THE BID OR PROPOSAL TO PROVIDE  
SOLID WASTE DISPOSAL AND RECYCLING SERVICES  
FOR THE NEWPORT-MESA UNIFIED SCHOOL DISTRICT  
IN THE STATE OF CALIFORNIA**

The undersigned, Secretary of **RAINBOW DISPOSAL CO., INC.**, a California corporation (the "Company"), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by unanimous written consent of the Board of Directors of the Company on February 24, 2016, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

**RESOLVED**, that (i) any individual at the time holding the position of General Manager or Area Director, Finance be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company and to include the execution of related documents, in connection with the day-to-day business activities of the Company, and further, that (ii) in addition to the General Manager or Area Director, Finance, any individual at the time holding the position of Area Director, Business Development; Area Director, Operations; or Market Vice President be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract, all in accordance with the existing Levels of Authority and other relevant policies and procedures.

I further certify that **CHRIS KENTOPP** holds the title of General Manager and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

**WITNESS MY HAND**, this 1<sup>st</sup> day of June, 2020.

  
\_\_\_\_\_  
Eileen B. Schuler, Secretary

## Proposer's Checklist

**Proposer Name** Rainbow Disposal Co., Inc, a  
Republic Services Company

Submit this Proposer's Checklist with your RFP document. Failure to submit this Checklist at RFP opening may deem your bid as non-responsive.

### Required items:

|                                               |         |
|-----------------------------------------------|---------|
| Proposer's Checklist (this form)              | page 4  |
| Information Required of Proposer's            | page 17 |
| RFP Evaluation Sheet                          | page 18 |
| General Information                           | page 19 |
| Additional Information                        | page 23 |
| References                                    | page 24 |
| Non-Collusion Declaration                     | page 25 |
| Fee Schedule for Waste and Recycling Services | page 27 |
| Workers Compensation Certificate              | page 28 |
| Fingerprinting Certification                  | page 30 |

## NEWPORT-MESA UNIFIED SCHOOL DISTRICT TRASH AND RECYCLING SERVICES - RFP EVALUATION

**Evaluation of Firms:** All responses will be scored using this evaluation sheet. A minimum score of 80% is required to qualify for the second round of evaluation that includes review by a panel. Up to 10 additional points may be awarded in the second round based on subjective determination of the Firm's ability to carry out the required work. N-MUSD will select the top-rated firm to be awarded the contract for these services.

**Instructions:** Fill-in a response for each question in Sections 1-5 below. Each correlate to a required element in the RFQ ResponseFormat.

**Firm:** Rainbow Disposal Co., Inc, a Republic Services Company

| 1. Location/Accessibility                                                                                                                                                                      | Write in:                                                                                                                                                                                                                     | Max. Pts. |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| Item k: Firm's location - Write in city and county of headquarters or local office, whichever is closest                                                                                       | Huntington Beach, Orange County                                                                                                                                                                                               | 5         |
| 2. Past Performance                                                                                                                                                                            | Write in:                                                                                                                                                                                                                     | Max. Pts. |
| Item l: Identify the Firm's number of years' experience in providing Waste and Recycling Services                                                                                              | 60+ Years                                                                                                                                                                                                                     | 10        |
| Item c: Identify the number of K-12 organizations the firm has worked for within last 3 years                                                                                                  | 3                                                                                                                                                                                                                             | 5         |
| Item b: Industry experience - Circle the type of projects the Project Team has worked on within the last 3 years (circle all that apply)                                                       | <div style="display: flex; justify-content: space-around;"> <span>K-12</span> <span></span> <span>Charter/<br/>Private<br/>School</span> <span>Non-school<br/>District</span> <span>Other<br/>Project<br/>Types</span> </div> | 5         |
| Item d: Firm is the owner operator/Sub-contractor (Circle Selection)                                                                                                                           | Owner Operator                                                                                                                                                                                                                | 5         |
| Write in:                                                                                                                                                                                      |                                                                                                                                                                                                                               |           |
| Item e: Indicate the number of staff, managerial, technical, and support that will be assigned to this project.                                                                                | 16                                                                                                                                                                                                                            | 5         |
| 3. Cost                                                                                                                                                                                        | Write in cost:                                                                                                                                                                                                                | Max. Pts. |
| Item i: Total cost of daily trash pick-up (monthly Price)                                                                                                                                      | \$30,613.10                                                                                                                                                                                                                   | 10        |
| 4. Claims, Lawsuits, Arbitrations                                                                                                                                                              | Write in:                                                                                                                                                                                                                     | Max. Pts. |
| Item m: Identify the number damage claims filed by Firm by a client in the past 3 years                                                                                                        | NONE                                                                                                                                                                                                                          | 5         |
| Item n: Identify if you or any of your principals been in litigation or arbitration or dispute of any kind on a question or questions relating to a public project during the past three years | NONE                                                                                                                                                                                                                          | 5         |
| Item o: Has your organization been terminated from a project in the last three years                                                                                                           | NONE                                                                                                                                                                                                                          | 5         |
| 5. Record of Past Performance                                                                                                                                                                  | Write in:                                                                                                                                                                                                                     | Max. Pts. |
| Item p: Identify the number of client reference letters from a K-12 school district included in the Response (0-3)                                                                             | 2                                                                                                                                                                                                                             | 5         |
| <i>Responses will also be evaluated on the following formatting and grammatical criteria.</i>                                                                                                  |                                                                                                                                                                                                                               |           |
| 6. Completeness of Response                                                                                                                                                                    | Write in:                                                                                                                                                                                                                     | Max       |
| Response organized as outlined in Response Format section                                                                                                                                      |                                                                                                                                                                                                                               | 1         |
| Includes all items listed in Response Format section                                                                                                                                           |                                                                                                                                                                                                                               | 1         |
| All required elements within proposal                                                                                                                                                          |                                                                                                                                                                                                                               | 1         |
| Grammatical errors                                                                                                                                                                             |                                                                                                                                                                                                                               | 5         |

**I hereby certify that the above information is true and correct to the best of my knowledge. By signing below, I further acknowledge that should any of the information I provide be found to be false, the Firm's Response shall be considered nonresponsive and ineligible for consideration.**

Chris Kentopp  
Printed Name

  
Signature

6/12/20  
Date

## GENERAL INFORMATION

(1) Firm name, address and contact information:

Rainbow Disposal Co., Inc, a Republic Services

17121 Nichols Lane, Huntington Beach, CA 92647-5719

Chris Kentopp, General Manager

Phone: (657) 845-6100

Email: CKentopp@republicservices.com

(2) Telephone: (657) 845-6100 Facsimile: (714) 842-6860

E-Mail Address: ckentopp@republicservices.com

Website Address: www.republicservices.com

(3) Type of firm: (check one)

☒ X Individual Partnership Corporation

☐        Subsidiary Government Entity

(4) Names and titles of all principals/officers of the firm (use additional sheet if needed):

Name Chris Kentopp

Title General Manager

Phone Number (657) 845-6100

(5) Please list any applicable certifications and licenses and the associated numbers:

Huntington Beach Hauling Division SW Permit#30-AB-0099

CVT Transfer Station & MRF SW Permit #30-AB-0335

Agromin - Chino SWIS #56-AA-0165

- (6) Have you or any of your principals ever conducted similar services under a different name or certification or different license number? No

If Yes, give firm name, address and certification or license number.

(i) Name \_\_\_\_\_

(ii) Address \_\_\_\_\_

(iii) License No. (if any) \_\_\_\_\_

- (7) How many years has your firm been in business under its present business name?  
50

- (8) How many years of experience does your firm have providing similar services?  
50

- (9) To how many public agencies has your firm provided similar services?  
7 out of Huntington Beach Hauling

- (10) Please list the public agencies, including School Districts, for which your firm has provided similar services:

Huntington Beach City School District

Huntington Beach Union High School District

Fountain Valley City School District

City of Fountain Valley

City of Huntington Beach

- (11) Please attach a short history of the firm including whether it is local, a subsidiary (partially or wholly owned by another entity), national, or international as well as approximate number of employees. Also provide the number of firm offices and locations.

Please see "Qualifications" section

- (12) Please attach a copy of your firm's most recent reviewed financial statement or other financial instruments that would establish your firm's ability to complete its obligations under any agreement resulting from this RFP.

Please see "Financial Statements" section

(13) Please attach or list below why your firm should be selected by the District to provide the solicited services.

Please see "Qualifications" and "Methodology & Quality Control" section

(14) Have you or any of your principals been in litigation or arbitration of any kind on a question or questions relating to similar services involving a school or community college district during the prior five (5) years? NO.

(a) If Yes, provide the name of the public agency and briefly detail the dispute:

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(15) Have you had a services agreement terminated for convenience or default in the prior five (5) years? NO.

(a) If Yes, provide details including the name of the other party:

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(16) Is your firm, owners, and/or any principal or manager involved in or is your firm aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment? YES.

(a) If Yes, provide details:

Included at the end of Addendum 1.

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(17) Is your firm, owners, and/or any principals or managers involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state or federal agency? NO.

(a) If Yes, provide details:

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(18) Will your firm comply with all District, local, State and Federal legal requirements, policies, rules and regulations and laws? YES.

Evaluation Criteria (Pg. 16 M-O)

M. Have you or any of your principles been assessed damages for any project in the past five years? NO

N. Identify if you or any of your principles been in litigation or arbitration or dispute of any kind on a question or questions relating to a public project during the past five years.  
NONE

O. Have you or any of your principles ever been terminated from a project in the last five years? NO

**Newport Mesa Unified School District - RFP**  
**Rainbow Disposal Co., Inc.**  
**Legal Disclosure - Pending Litigation**

| <b>Matter Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>Description</b>                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>Substantive Law</b> | <b>Start Date</b> | <b>Case Number</b> | <b>Court</b>                                                                        | <b>State</b> | <b>Organizational Unit</b>                      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-------------------|--------------------|-------------------------------------------------------------------------------------|--------------|-------------------------------------------------|
| Hurtado, Antonio, Christopher Ortega, Jose Quintano, Maritza Quintero, Jorge Urquiza and Maria Valadez, individually and on behalf of a class of all others similarly situated v Rainbow Disposal Co., Inc., Employee Stock Ownership Plan Committee, Gerald Moffatt, Jeff Snow, Gregory Range, Jon Black, Catharine Ellingsen, Bill Eggleston, Greatbanc Trust Company, Republic Services, Inc. and Nominal Defendant - Rainbow Disposal Co., Inc. Employee Stock Ownership Plan (correct legal entity: Rainbow Disposal Co., Inc. d/b/a Rainbow Environmental Services) | This action is brought pursuant to the Employee Retirement Income Security Act of 1974, as amended ("ERISA") by Plaintiffs on behalf a class of participants in and beneficiaries of the Rainbow Disposal Co., Inc., Employee Stock Ownership Plan (the "ESOP" or "the Plan") to restore losses to the Plan and to remedy Defendants' alleged breaches of fiduciary duty and violations of ERISA arising out of an October 2014 transaction. | Employment-Other       | 09/19/2017        | 8:17-cv-01605      | United States District Court<br>Central District of California<br>Southern Division | California   | Area 02-West > 4605-Huntington<br>Beach Hauling |
| Sandoval, David Perez v. Rainbow Disposal Company, Inc.; Republic Services, Inc. (correct legal entity: Rainbow Disposal Co., Inc. d/b/a Rainbow Environmental Services); Luis Villegas and Olga Villegas and Luis Villegas and Olga Villegas (Cross-Complainants) v. Rainbow Disposal Company, Inc.; Republic Services, Inc. (Cross-Defendants)                                                                                                                                                                                                                          | Plaintiff alleges discrimination based on disability, failure to accommodate, intentional infliction of emotional distress, retaliation, and wrongful discharge. Plaintiff also alleges negligence against co-Defendants Villegas for causing their vehicle to collide with Plaintiff's garbage truck, resulting in injuries to the Plaintiff.                                                                                               | Employment-EEO & Other | 03/27/2019        | 19STCV10413        | Superior Court of the State of California, County of Los Angeles                    | California   | Area 02-West > 4605-Huntington<br>Beach Hauling |

## **ADDITIONAL INFORMATION**

Please provide any other information that may assist the District in ascertaining your qualifications, capability and customer service under any resultant agreement.

Republic Services has created an educator-specific curriculum called the Recycling Simplified Education Program. This Pre-K through 12th Grade program contains everything a teacher needs to teach students about recycling. It includes step-by-step lesson plans and supporting materials including activities, videos, student certificates, and handout for students to bring home. Lessons within each grade range build upon students' understanding and help them gain greater awareness of the broader environmental, sustainability, and societal issues related to recycling and its role in conserving natural resources. The lessons can be taught as a unit or individually – whatever fits best for the students and your curriculum. More information on this proprietary program can be found on our website at [www.recyclingsimplified.com/for-educators](http://www.recyclingsimplified.com/for-educators).

## REFERENCES

Have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the District? NONE Identify any conflict of interest in

(a) Please elaborate and discuss any potential, apparent or actual conflict of interest:

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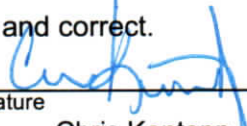
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Each firm must include the following references:

(a) List at least four (4) clients for whom you have provided similar services. Show the names, addresses, and current telephone numbers of the persons who may be contacted. Information obtained through the references will be evaluated by the District. The Contractor recognizes that to ensure the effectiveness of the information review process, references must be able to speak frankly and openly. Contractors, therefore, releases the organizations and individuals listed in this form from any claim or liability, because of responses given to requests for information by the District regarding the Contractors or the Contractor's performance of work.

| Name             | Address                    | Phone Number            |
|------------------|----------------------------|-------------------------|
| Jennifer Lambert | 8750 Dorset Dr. HB 92646   | 714-378-2080            |
| William Kerwin   | 5832 Bolsa Ave. HB 92649   | 714-903-7000 ext.504370 |
| Debra Jubinsky   | 2000 Main St. HB 92648     | 714-374-5321            |
| Loriana Hornik   | 10200 Slater Ave. FV 92708 | 714-593-4441            |

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing "Information Required of Contractor", is true and correct.

  
\_\_\_\_\_  
Signature  
Chris Kentopp  
\_\_\_\_\_  
Print Name  
General Manager  
\_\_\_\_\_  
Title  
6/12/2020  
\_\_\_\_\_  
Dated

**NONCOLLUSION DECLARATION**  
**TO BE EXECUTED BY AND SUBMITTED WITH BID**  
(Public Contract Code Section 7106)

I, Chris Kentopp, declare that I am the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

6/12/2020

Date

Rainbow Disposal Co., Inc, a Republic Services Company

Name of Contractor

Chris Kentopp

Printed name of Authorized Company Representative

  
Signature of Authorized Company Representative



# FEE SCHEDULE FOR WASTE AND RECYCLING SERVICES

## SOLID WASTE

| Bin Size        | 1x Week | 2x Week  | 3x Week  | 4x Week  | 5x Week  |
|-----------------|---------|----------|----------|----------|----------|
| 3YD             | \$65.60 | \$131.20 | \$196.80 | \$262.40 | \$328.00 |
| 4YD             | \$87.47 | \$174.93 | \$262.40 | \$349.86 | \$437.33 |
| Overage Charges | \$50.00 | \$50.00  | \$50.00  | \$50.00  | \$50.00  |
| Extra P/U 3YD   | \$45.00 | \$45.00  | \$45.00  | \$45.00  | \$45.00  |
| Extra P/U 4YD   | \$55.00 | \$55.00  | \$55.00  | \$55.00  | \$55.00  |

Price Increase of 3% annually

| Facility                            | Size | # of Containers | Weekly Pickups | 2020 Monthly Rate | 2021 Monthly Rate | 2022 Monthly Rate | 2023 Monthly Rate | 2024 Monthly Rate |
|-------------------------------------|------|-----------------|----------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| Adams Elementary School             | 3    | 2               | 5              | \$ 656.00         | \$ 675.67         | \$ 695.95         | \$ 716.82         | \$ 738.33         |
| Andersen Elementary School          | 3    | 1               | 5              | \$ 328.00         | \$ 337.84         | \$ 347.97         | \$ 358.41         | \$ 369.16         |
| California Elementary School        | 3    | 2               | 5              | \$ 656.00         | \$ 675.67         | \$ 695.95         | \$ 716.82         | \$ 738.33         |
| College Park Elementary School      | 3    | 3               | 5              | \$ 983.99         | \$ 1,013.51       | \$ 1,043.92       | \$ 1,075.24       | \$ 1,107.49       |
| Davis Elementary School             | 3    | 2               | 5              | \$ 656.00         | \$ 675.67         | \$ 695.95         | \$ 716.82         | \$ 738.33         |
| Eastbluff Elementary School         | 3    | 2               | 5              | \$ 656.00         | \$ 675.67         | \$ 695.95         | \$ 716.82         | \$ 738.33         |
| Harbor View Elementary School       | 3    | 2               | 5              | \$ 656.00         | \$ 675.67         | \$ 695.95         | \$ 716.82         | \$ 738.33         |
| Kaiser Elementary School            | 3    | 2               | 5              | \$ 656.00         | \$ 675.67         | \$ 695.95         | \$ 716.82         | \$ 738.33         |
| Killybrooke Elementary School       | 3    | 2               | 5              | \$ 656.00         | \$ 675.67         | \$ 695.95         | \$ 716.82         | \$ 738.33         |
| Lincoln Elementary School           | 3    | 2               | 5              | \$ 656.00         | \$ 675.67         | \$ 695.95         | \$ 716.82         | \$ 738.33         |
| Mariners Elementary School          | 4    | 2               | 5              | \$ 874.66         | \$ 900.90         | \$ 927.93         | \$ 955.76         | \$ 984.44         |
| Newport Elementary School           | 4    | 1               | 5              | \$ 437.33         | \$ 450.45         | \$ 463.96         | \$ 477.88         | \$ 492.22         |
| Newport Coast Elementary School     | 3    | 2               | 5              | \$ 656.00         | \$ 675.67         | \$ 695.95         | \$ 716.82         | \$ 738.33         |
| Newport Heights Elementary School   | 3    | 2               | 5              | \$ 656.00         | \$ 675.67         | \$ 695.95         | \$ 716.82         | \$ 738.33         |
| Paularino Elementary School         | 3    | 2               | 5              | \$ 656.00         | \$ 675.67         | \$ 695.95         | \$ 716.82         | \$ 738.33         |
| Pomona Elementary School            | 3    | 2               | 5              | \$ 656.00         | \$ 675.67         | \$ 695.95         | \$ 716.82         | \$ 738.33         |
| Rea Elementary School               | 3    | 4               | 5              | \$ 1,311.99       | \$ 1,351.35       | \$ 1,391.89       | \$ 1,433.65       | \$ 1,476.66       |
| Sonora Elementary School            | 3    | 2               | 5              | \$ 656.00         | \$ 675.67         | \$ 695.95         | \$ 716.82         | \$ 738.33         |
| Victoria Elementary School          | 3    | 2               | 5              | \$ 656.00         | \$ 675.67         | \$ 695.95         | \$ 716.82         | \$ 738.33         |
| Whittier Elementary School          | 3    | 2               | 5              | \$ 656.00         | \$ 675.67         | \$ 695.95         | \$ 716.82         | \$ 738.33         |
| Wilson Elementary School            | 3    | 2               | 5              | \$ 656.00         | \$ 675.67         | \$ 695.95         | \$ 716.82         | \$ 738.33         |
| Woodland Elementary School          | 3    | 2               | 5              | \$ 656.00         | \$ 675.67         | \$ 695.95         | \$ 716.82         | \$ 738.33         |
| Ensign Intermediate School          | 3    | 3               | 5              | \$ 983.99         | \$ 1,013.51       | \$ 1,043.92       | \$ 1,075.24       | \$ 1,107.49       |
| TeWinkle Intermediate School        | 3    | 4               | 5              | \$ 1,311.99       | \$ 1,351.35       | \$ 1,391.89       | \$ 1,433.65       | \$ 1,476.66       |
| Corona del Mar Middle/High School   | 3    | 8               | 5              | \$ 2,623.98       | \$ 2,702.70       | \$ 2,783.78       | \$ 2,867.29       | \$ 2,953.31       |
| Costa Mesa Middle/High School       | 3    | 4               | 5              | \$ 1,311.99       | \$ 1,351.35       | \$ 1,391.89       | \$ 1,433.65       | \$ 1,476.66       |
| Costa Mesa Middle/High School       | 4    | 1               | 5              | \$ 437.33         | \$ 450.45         | \$ 463.96         | \$ 477.88         | \$ 492.22         |
| Early College High School           | 3    | 2               | 5              | \$ 656.00         | \$ 675.67         | \$ 695.95         | \$ 716.82         | \$ 738.33         |
| Estancia High School                | 3    | 4               | 5              | \$ 1,311.99       | \$ 1,351.35       | \$ 1,391.89       | \$ 1,433.65       | \$ 1,476.66       |
| Newport Harbor High School          | 3    | 7               | 5              | \$ 2,295.98       | \$ 2,364.86       | \$ 2,435.81       | \$ 2,508.88       | \$ 2,584.15       |
| Back Bay/Monte Vista Alternative Ed | 3    | 2               | 5              | \$ 656.00         | \$ 675.67         | \$ 695.95         | \$ 716.82         | \$ 738.33         |
| BESST Center                        | 3    | 1               | 5              | \$ 328.00         | \$ 337.84         | \$ 347.97         | \$ 358.41         | \$ 369.16         |
| Harper Site                         | 3    | 2               | 5              | \$ 656.00         | \$ 675.67         | \$ 695.95         | \$ 716.82         | \$ 738.33         |
| Lindberg Site                       | 3    | 2               | 5              | \$ 656.00         | \$ 675.67         | \$ 695.95         | \$ 716.82         | \$ 738.33         |
| NMUSD M&O A Bear St.                | 3    | 5               | 5              | \$ 1,639.99       | \$ 1,689.19       | \$ 1,739.86       | \$ 1,792.06       | \$ 1,845.82       |
| NMUSD Central Kitchen B Bear St.    | 3    | 2               | 5              | \$ 656.00         | \$ 675.67         | \$ 695.95         | \$ 716.82         | \$ 738.33         |
| MONTHLY                             |      |                 |                | \$ 30,613.10      | \$ 31,531.49      | \$ 32,477.44      | \$ 33,451.76      | \$ 34,455.31      |



## RECYCLE

| Bin Size        | 1x Week  | 2x Week  | 3x Week  | 4x Week  | 5x Week  |
|-----------------|----------|----------|----------|----------|----------|
| 3YD             | \$77.94  | \$155.88 | \$233.82 | \$311.76 | \$389.70 |
| 4YD             | \$103.92 | \$207.84 | \$311.76 | \$415.68 | \$519.60 |
| Overage Charges | \$50.00  | \$50.00  | \$50.00  | \$50.00  | \$50.00  |
| Extra P/U 3YD   | \$45.00  | \$45.00  | \$45.00  | \$45.00  | \$45.00  |
| Extra P/U 4YD   | \$55.00  | \$55.00  | \$55.00  | \$55.00  | \$55.00  |

Price Increase of 3% annually

| Facility                            | Size | # of Containers | Weekly Pickups | 2020 Monthly Rate | 2021 Monthly Rate | 2022 Monthly Rate | 2023 Monthly Rate | 2024 Monthly Rate |
|-------------------------------------|------|-----------------|----------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| Adams Elementary School             | 3    | 1               | 2              | \$ 155.88         | \$ 160.56         | \$ 165.37         | \$ 170.33         | \$ 175.44         |
| Andersen Elementary School          | 3    | 1               | 2              | \$ 155.88         | \$ 160.56         | \$ 165.37         | \$ 170.33         | \$ 175.44         |
| California Elementary School        | 3    | 1               | 2              | \$ 155.88         | \$ 160.56         | \$ 165.37         | \$ 170.33         | \$ 175.44         |
| College Park Elementary School      | 3    | 1               | 2              | \$ 155.88         | \$ 160.56         | \$ 165.37         | \$ 170.33         | \$ 175.44         |
| Davis Elementary School             | 3    | 1               | 2              | \$ 155.88         | \$ 160.56         | \$ 165.37         | \$ 170.33         | \$ 175.44         |
| Eastbluff Elementary School         | 3    | 1               | 2              | \$ 155.88         | \$ 160.56         | \$ 165.37         | \$ 170.33         | \$ 175.44         |
| Harbor View Elementary School       | 3    | 1               | 2              | \$ 155.88         | \$ 160.56         | \$ 165.37         | \$ 170.33         | \$ 175.44         |
| Kaiser Elementary School            | 3    | 1               | 2              | \$ 155.88         | \$ 160.56         | \$ 165.37         | \$ 170.33         | \$ 175.44         |
| Killybrooke Elementary School       | 3    | 1               | 2              | \$ 155.88         | \$ 160.56         | \$ 165.37         | \$ 170.33         | \$ 175.44         |
| Lincoln Elementary School           | 3    | 1               | 2              | \$ 155.88         | \$ 160.56         | \$ 165.37         | \$ 170.33         | \$ 175.44         |
| Mariners Elementary School          | 4    | 1               | 2              | \$ 207.84         | \$ 214.08         | \$ 220.50         | \$ 227.11         | \$ 233.93         |
| Newport Elementary School           | 4    | 1               | 2              | \$ 207.84         | \$ 214.08         | \$ 220.50         | \$ 227.11         | \$ 233.93         |
| Newport Coast Elementary School     | 3    | 1               | 2              | \$ 155.88         | \$ 160.56         | \$ 165.37         | \$ 170.33         | \$ 175.44         |
| Newport Heights Elementary School   | 3    | 1               | 2              | \$ 155.88         | \$ 160.56         | \$ 165.37         | \$ 170.33         | \$ 175.44         |
| Paularino Elementary School         | 3    | 1               | 2              | \$ 155.88         | \$ 160.56         | \$ 165.37         | \$ 170.33         | \$ 175.44         |
| Pomona Elementary School            | 3    | 1               | 2              | \$ 155.88         | \$ 160.56         | \$ 165.37         | \$ 170.33         | \$ 175.44         |
| Rea Elementary School               | 3    | 1               | 2              | \$ 155.88         | \$ 160.56         | \$ 165.37         | \$ 170.33         | \$ 175.44         |
| Sonora Elementary School            | 3    | 1               | 2              | \$ 155.88         | \$ 160.56         | \$ 165.37         | \$ 170.33         | \$ 175.44         |
| Victoria Elementary School          | 3    | 1               | 2              | \$ 155.88         | \$ 160.56         | \$ 165.37         | \$ 170.33         | \$ 175.44         |
| Whittier Elementary School          | 3    | 1               | 2              | \$ 155.88         | \$ 160.56         | \$ 165.37         | \$ 170.33         | \$ 175.44         |
| Wilson Elementary School            | 3    | 1               | 2              | \$ 155.88         | \$ 160.56         | \$ 165.37         | \$ 170.33         | \$ 175.44         |
| Woodland Elementary School          | 3    | 1               | 2              | \$ 155.88         | \$ 160.56         | \$ 165.37         | \$ 170.33         | \$ 175.44         |
| Ensign Intermediate School          | 3    | 1               | 2              | \$ 155.88         | \$ 160.56         | \$ 165.37         | \$ 170.33         | \$ 175.44         |
| TeWinkle Intermediate School        | 3    | 1               | 2              | \$ 155.88         | \$ 160.56         | \$ 165.37         | \$ 170.33         | \$ 175.44         |
| Corona del Mar Middle/High School   | 3    | 1               | 2              | \$ 155.88         | \$ 160.56         | \$ 165.37         | \$ 170.33         | \$ 175.44         |
| Costa Mesa Middle/High School       | 3    | 1               | 2              | \$ 155.88         | \$ 160.56         | \$ 165.37         | \$ 170.33         | \$ 175.44         |
| Costa Mesa Middle/High School       | 4    | 1               | 2              | \$ 207.84         | \$ 214.08         | \$ 220.50         | \$ 227.11         | \$ 233.93         |
| Early College High School           | 3    | 1               | 2              | \$ 155.88         | \$ 160.56         | \$ 165.37         | \$ 170.33         | \$ 175.44         |
| Estancia High School                | 3    | 1               | 2              | \$ 155.88         | \$ 160.56         | \$ 165.37         | \$ 170.33         | \$ 175.44         |
| Newport Harbor High School          | 3    | 1               | 2              | \$ 155.88         | \$ 160.56         | \$ 165.37         | \$ 170.33         | \$ 175.44         |
| Back Bay/Monte Vista Alternative Ed | 3    | 1               | 2              | \$ 155.88         | \$ 160.56         | \$ 165.37         | \$ 170.33         | \$ 175.44         |
| BESST Center                        | 3    | 1               | 2              | \$ 155.88         | \$ 160.56         | \$ 165.37         | \$ 170.33         | \$ 175.44         |
| Harper Site                         | 3    | 1               | 2              | \$ 155.88         | \$ 160.56         | \$ 165.37         | \$ 170.33         | \$ 175.44         |
| Lindberg Site                       | 3    | 1               | 2              | \$ 155.88         | \$ 160.56         | \$ 165.37         | \$ 170.33         | \$ 175.44         |
| NMUSD M&O A Bear St.                | 3    | 1               | 2              | \$ 155.88         | \$ 160.56         | \$ 165.37         | \$ 170.33         | \$ 175.44         |
| NMUSD Central Kitchen B Bear St.    | 3    | 1               | 2              | \$ 155.88         | \$ 160.56         | \$ 165.37         | \$ 170.33         | \$ 175.44         |
| <b>MONTHLY</b>                      |      |                 |                | \$ 5,767.56       | \$ 5,940.59       | \$ 6,118.80       | \$ 6,302.37       | \$ 6,491.44       |

| LARGE CONTAINER             | 2020 Rates | 2021 Rates | 2022 Rates | 2023 Rates | 2024 Rates |
|-----------------------------|------------|------------|------------|------------|------------|
| 10 YD Solid Waste           | \$575.24   | \$592.50   | \$610.27   | \$628.58   | \$647.44   |
| 10 YD Green Waste           | \$575.24   | \$592.50   | \$610.27   | \$628.58   | \$647.44   |
| 10 YD Metal                 | \$575.24   | \$592.50   | \$610.27   | \$628.58   | \$647.44   |
| 40 YD Solid Waste           | \$527.84   | \$543.68   | \$559.99   | \$576.79   | \$594.09   |
| 40 YD Green Waste           | \$527.84   | \$543.68   | \$559.99   | \$576.79   | \$594.09   |
| 40 YD Metal                 | \$527.84   | \$543.68   | \$559.99   | \$576.79   | \$594.09   |
| <b>EXTRA TONAGE CHARGES</b> |            |            |            |            |            |
| 6-8 Tons                    | \$63.53    | \$65.44    | \$67.40    | \$69.42    | \$71.50    |
| Over 8 Tons                 | \$63.53    | \$65.44    | \$67.40    | \$69.42    | \$71.50    |



| ORGANICS              | Cost per pickup |          |          |          |          |
|-----------------------|-----------------|----------|----------|----------|----------|
| Bin Size              | 1x Week         | 2x Week  | 3x Week  | 4x Week  | 5x Week  |
| 64 Gallon Cart - 2020 | \$103.95        | \$207.90 | \$311.85 | \$415.80 | \$519.75 |
| 64 Gallon Cart - 2021 | \$107.07        | \$214.14 | \$321.21 | \$428.27 | \$535.34 |
| 64 Gallon Cart - 2022 | \$110.28        | \$220.56 | \$330.84 | \$441.12 | \$551.40 |
| 64 Gallon Cart - 2023 | \$113.59        | \$227.18 | \$340.77 | \$454.36 | \$567.94 |
| 64 Gallon Cart - 2024 | \$117.00        | \$233.99 | \$350.99 | \$467.99 | \$584.98 |

## **WORKERS' COMPENSATION CERTIFICATE**

### **Labor Code Section 3700**

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employee.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the Director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this contract.

Rainbow Disposal Co., Inc, a Republic Services Company

(Contractor Name)

By

(Signature of Authorized Signor)

(Title of Signor)

By

(Signature of Authorized Signor)

(Title of Signor)

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any work under this contract.)

NOTE: If contractor is a corporation, the legal name of the corporation shall be set forth above together with the signature(s) of the authorized officers or agents as more particularly described in section 20 of this Solid Waste and Recycling Services Agreement; and if contractor is a partnership or joint venture, the true name of the firm shall be set forth above together with the signature of the individual or individuals authorized to sign contracts on behalf of and bind the partnership or joint venture.

## FINGERPRINTING CERTIFICATION

To the Governing Board of the Newport-Mesa Unified School District

I Chris Kentopp, acknowledge and certify as follows:  
(Name of Contractor)

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks ("Notice") (Education Code section 45125.1) required by the passage of AB 1610, 1612, and 2102.
2. Due to the nature of the work to be performed, my employees and volunteers may have contact with students of the District.
3. My employees and volunteers who may have contact with District students must complete background checks with the California Department of Justice (DOJ).
4. None of the employees or volunteers who will be performing the work has been convicted of a violent or serious felony as defined in the Notice and in Penal Code sections 667.5 and 1192.7. This determination was made by a background check through the DOJ.

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

Executed at Huntington Beach, California, on 6 / 12 / 20

Chris Kentopp  
Typed or printed name

17121 Nichols Lane  
Address

General Manager  
Title

(657) 847-6100  
Telephone Number

  
Signature



**REPUBLIC**  
SERVICES



Newport-Mesa

**NEWPORT-MESA UNIFIED SCHOOL DISTRICT  
WASTE & RECYCLING SERVICES  
RFP NO. 112-20**

## Appendix B: Business Licenses

Certification of approval for solid waste collections and disposal and recycling of material

### City of Costa Mesa

Rainbow Disposal Co, Inc., a Republic Services Company proudly services businesses in Costa Mesa & Newport Beach and already has a business license and permit to work in those Cities. Below is a copy of our business licenses.



**CITY OF COSTA MESA  
BUSINESS LICENSE TAX CERTIFICATE - 03395**

77 FAIR DRIVE • COSTA MESA, CA 92626  
PO BOX 1200 • COSTA MESA, CA 92628-1200  
PHONE (714) 754-5234 FAX (714) 754-5149

**BUSINESS NAME** RAINBOW ENVIRONMENTAL SERVICES  
**BUSINESS** 17121 NICHOLS LN  
**LOCATION** HUNTINGTON BEACH, CA 92647-5719

**PRINCIPAL'S NAME:** CHRIS KENTOPP

**EXPIRATION DATE:** January 31, 2021  
**DESCRIPTION:** WASTE HAULER, 2020 DECAL# 12-18

CHRIS KENTOPP  
RAINBOW ENVIRONMENTAL SERVICES  
17121 NICHOLS LN  
HUNTINGTON BEACH, CA 92647-5719

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

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

**CITY OF COSTA MESA  
2020**

0012



**REPUBLIC**  
SERVICES



Newport-Mesa

**NEWPORT-MESA UNIFIED SCHOOL DISTRICT**  
**WASTE & RECYCLING SERVICES**  
**RFP NO. 112-20**

**City of Newport Beach**



## CITY OF NEWPORT BEACH

RAINBOW DISPOSAL COMPANY INC  
ATTN: CHRIS KENTOPP  
17121 NICHOLS LN  
HUNTINGTON BEACH, CA 92647

ACCOUNT NUMBER BT00005516

EXPIRATION DATE: 02/28/2021

### INSTRUCTIONS AND CONDITIONS

Welcome to the City of Newport Beach, and thank you for your business license tax payment. This business license tax certificate is evidence that the named business has paid a tax to conduct the business activity designated within the City of Newport Beach, until the expiration date shown. Please notify the Revenue Division immediately if any of the information on this certificate changes.

This certificate is valid only for the address indicated and must be displayed in a conspicuous location. If your business is not conducted at a permanent location, Newport Beach Municipal Code requires that any representative, while transacting business within the city, carry this certificate.

**This business license tax certificate does not authorize the named business to conduct any activities regulated by the City of Newport Beach or other agencies. Authorization for such activities must be obtained from the appropriate departments prior to application for business license tax, including land use authorization from the City's Community Development Department.** Certificates are not transferable to any other party or person and are not pro-rated. Refunds are not provided once the certificate has been issued.

Your business license tax certificate is valid until the expiration date, and must be renewed annually prior to that date. Changes in type of ownership (i.e. from a sole proprietorship to a partnership or LLC), nature of business, or ownership void the current certificate and require filing of and payment for a new application. Additional certificates are required if additional types of business activity are initiated at the same address, or additional locations of the same business are established (Municipal Code Sections 5.04 through 5.08).

For your convenience, the Revenue Division will mail a courtesy renewal notice prior to the expiration date to the mailing address of record. Non-receipt of the notice does not alleviate the requirement to renew. Penalties are imposed for late renewal at a rate of 25% per month to a maximum of 50% of the base tax.

The Revenue Division is available to answer any questions regarding business license tax certificates and requirements. Please call (949) 644-3141 or e-mail us at [RevenueHelp@newportbeachca.gov](mailto:RevenueHelp@newportbeachca.gov). You can also visit us on the internet at [www.newportbeachca.gov](http://www.newportbeachca.gov).

DISPLAY CONSPICUOUSLY AT PLACE OF BUSINESS FOR WHICH ISSUED

| CITY OF NEWPORT BEACH<br>BUSINESS LICENSE TAX CERTIFICATE                           |            |
|-------------------------------------------------------------------------------------|------------|
| THIS TAX PAYMENT EXPIRES                                                            | 02/28/2021 |
| SERVICE ADDRESS                                                                     |            |
| RAINBOW DISPOSAL COMPANY INC<br>17121 NICHOLS LANE<br>HUNTINGTON BEACH, CA 92647    |            |
| BUSINESS CATEGORY                                                                   |            |
| REFUSE SYSTEMS                                                                      |            |
| SELLERS PERMIT                                                                      | 101129762  |
|  |            |
| ACCOUNT NUMBER                                                                      | BT00005516 |
| OWNER/PRINCIPAL NAME                                                                |            |
| RAINBOW DISPOSAL COMPANY                                                            |            |
| OWNERSHIP TYPE                                                                      |            |
| CORPORATION                                                                         |            |
| TAX INCLUDES PAYMENT FOR                                                            |            |
| 0 EMPLOYEES                                                                         |            |
| DATE OF ISSUE                                                                       | 03/15/1989 |
| PRINT DATE                                                                          | 02/19/2020 |



## Appendix C: Exceptions & Deviations

Rainbow Disposal Co., Inc., a Republic Services company would like the ability to negotiate the final contract.

### Solid Waste and Recycling Services Agreement

#### Section 11. Insurance. Exceptions and Deviations:

- a. During the entire term of this Agreement, CONTRACTOR shall procure, pay for and keep in full force and effect, the following types of insurance:
  - i. Comprehensive General Liability Insurance with respect to the services provided under this Agreement with coverage of not less than Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in the aggregate. The insurance certificate shall name DISTRICT as an additional insured.
  - ii. Automobile ~~insurance and~~ liability insurance for death, bodily injury and property damage with coverage of not less than Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in the aggregate.
  - iii. Worker's compensation insurance for CONTRACTOR's employees and agents as required by law. Concurrent with this Agreement, CONTRACTOR shall also submit to DISTRICT a fully executed Workers' Compensation Certificate ~~in the (ACORD form) included.~~
- b. The required policies of insurance shall be carried with responsible and solvent insurance companies authorized to do business in the State of California. True and correct copies of all certificates of insurance reflecting the required coverage shall be provided to DISTRICT prior to performing any services under this Agreement. CONTRACTOR agrees that it shall not cancel or ~~materially~~ change the coverage provided by the policies of insurance without first giving DISTRICT's Purchasing Department, thirty (30) days prior written notice. Should any such policy of insurance be cancelled or ~~materially~~ changed, CONTRACTOR agrees to immediately provide DISTRICT with true and correct copies of all new or revised certificates of insurance.

#### Section 12. Indemnification.

Rainbow Disposal Co., Inc requests that our indemnification be limited to "resulting from Contractor's negligence or willful misconduct"

#### Additional Provisions for Terms and Conditions:

- a. Definitions:
  - Unacceptable Waste. Unacceptable Waste means: (1) Hazardous Waste; (2) radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic waste as defined by Applicable Law; or (3) any otherwise regulated waste.
  - Hazardous Waste. Hazardous waste includes, but is not limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any



state agency pursuant to RCRA, and including future amendments thereto, and any other Applicable Law.

**Recyclable Material.** Recyclable Material consists of any material or substance at District Locations that can be put to beneficial re-use or sold in recognized markets for purposes other than disposal, including, without limitation, uncontaminated non-hazardous corrugated cardboard, white paper, newsprint and other paper; plastics and plastic film; ferrous and non-ferrous metals; and glass.

**Solid Waste.** Solid Waste is any nonhazardous solid waste generated at District Locations that is not excluded by the provisions of this Agreement. Solid Waste shall not include any Unacceptable Waste.

**Waste Material.** Waste Material is all Solid Waste and Recyclable Material that are not excluded by this Agreement. Waste Material does not include any Unacceptable Waste.

- b. **Title:** Title to Refuse and Recyclable Materials shall pass to Contractor when loaded into Contractor's collection vehicle or otherwise received by Contractor. Title to and liability for any Unacceptable Waste shall at no time pass to Contractor.
- c. **Specifications for all Recyclable Material.** Recyclable Material shall comply with any and all specifications provided by Contractor in order to meet quality thresholds for commodity markets and be free of contamination. To the extent any type of Recyclable Material is received from the District and is rejected by the recycling facility or is not of the intended quality or grade, Contractor will notify the District and District shall pay any damages, costs, and penalties incurred by Contractor due to such rejection or lesser quality or grade, to include transportation and disposal costs for the residual material. If market conditions develop that limit or inhibit Contractor from selling some or all of the Recyclable Material, Contractor may (i) suspend or discontinue any or all Recycling services, or (ii) dispose of the Recyclable Material in a landfill and update the District's rates accordingly.
- d. **Specifications for all Recyclable Materials.** Recyclable Materials shall comply with any and all specifications provided by Contractor in order to meet quality thresholds for commodity markets and be free of contamination. To the extent any type of Recyclable Material received at District locations is rejected by the recycling facility or is not of the intended quality or grade, Contractor will notify District and District shall pay any damages, costs, and penalties incurred by Contractor due to such rejection or lesser quality or grade, to include transportation and disposal costs for the residual material. If market conditions develop that limit or inhibit Contractor from selling some or all of the Recyclable Materials, Contractor may (i) suspend or discontinue any or all Recycling services, or (ii) dispose of the Recyclable Materials in a landfill and update the District's rates accordingly.
- e. **Right to Reject Unacceptable Waste.** Contractor has the right to refuse any load containing any Unacceptable Waste. If District's Unacceptable Waste is collected into equipment utilized in connection with the services provided or deposited at a disposal or recycling facility, Contractor will give the District telephonic notice thereof and a reasonable opportunity to remove and dispose of such Unacceptable Waste. If the District elects to remove and dispose of such Unacceptable Waste, it shall do so within such time period and under the conditions



as Contractor reasonably deems necessary or appropriate in connection with the operation of such equipment or facility, including the preservation of the health and safety of employees. If, after electing to do so, District does not remove the Unacceptable Waste within such time period, or if District fails to so elect, Contractor may remove and dispose of such Unacceptable Waste as District's agent, without further notice to District, and District shall pay the direct and indirect costs incurred by Contractor and its subcontractors due to removal, remediation, handling, transportation, delivery and disposal of such Unacceptable Waste. Notwithstanding the foregoing, no notice shall be required by Contractor to District for Contractor to dispose of Unacceptable Waste as in emergency situations where in-Contractor's reasonable judgment a delay in such disposal could constitute a hazard to such equipment or facility, or any person on, about or near such equipment or facility.

- f. Force Majeure. Except for District's obligation to pay amounts due to Contractor, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires, inclement weather and acts of God, shall not constitute a breach of this Agreement and shall not be subject to penalties.



# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)  
06/04/2019

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

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

|                                                                                                               |                                                     |                          |               |
|---------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|--------------------------|---------------|
| <b>PRODUCER</b><br>CANNON COCHRAN MANAGEMENT SERVICES, INC.<br>17015 N. SCOTTSDALE RD<br>SCOTTSDALE, AZ 85255 | <b>CONTACT NAME:</b>                                |                          |               |
|                                                                                                               | <b>PHONE (A/C No.Ext):</b>                          | <b>FAX (A/C No.Ext):</b> |               |
| <b>INSURED</b><br>REPUBLIC SERVICES, INC.<br>18500 N. ALLIED WAY<br>PHOENIX, AZ 85054                         | <b>E-MAIL ADDRESS:</b> certificateteam@ccmsi.com    |                          |               |
|                                                                                                               | <b>INSURER(S) AFFORDING COVERAGE</b>                |                          | <b>NAIC #</b> |
|                                                                                                               | <b>INSURER A:</b> ACE American Insurance Co.        |                          | 22667         |
|                                                                                                               | <b>INSURER B:</b> Indemnity Insurance Company of NA |                          | 43575         |
|                                                                                                               | <b>INSURER C:</b> ACE Fire Underwriters             |                          | 20702         |
|                                                                                                               | <b>INSURER D:</b> Illinois Union Insurance Company  |                          | 27960         |
|                                                                                                               | <b>INSURER E:</b>                                   |                          |               |
| <b>INSURER F:</b>                                                                                             |                                                     |                          |               |

**COVERAGES****CERTIFICATE NUMBER:** 1569177**REVISION NUMBER:**

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

| INSR LTR              | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                   | ADDL INSD | SUBR WVD | POLICY NUMBER                                                                                                      | POLICY EFF (MM/DD/YYYY)                                            | POLICY EXP (MM/DD/YYYY)                                            | LIMITS                                                                         |              |
|-----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|--------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|--------------------------------------------------------------------|--------------------------------------------------------------------------------|--------------|
| A                     | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER:                             |           |          | HDO G71570848                                                                                                      | 06/30/2019                                                         | 06/30/2020                                                         | EACH OCCURRENCE                                                                | \$ 5,000,000 |
|                       |                                                                                                                                                                                                                                                                                                                                                                     |           |          |                                                                                                                    |                                                                    |                                                                    | DAMAGE TO RENTED PREMISES (Ea occurrence)                                      | \$ 5,000,000 |
|                       |                                                                                                                                                                                                                                                                                                                                                                     |           |          |                                                                                                                    |                                                                    |                                                                    | MED EXP (Any one person)                                                       |              |
|                       |                                                                                                                                                                                                                                                                                                                                                                     |           |          |                                                                                                                    |                                                                    |                                                                    | PERSONAL & ADV INJURY                                                          | \$ 5,000,000 |
|                       |                                                                                                                                                                                                                                                                                                                                                                     |           |          |                                                                                                                    |                                                                    |                                                                    | GENERAL AGGREGATE                                                              | \$ 5,000,000 |
|                       |                                                                                                                                                                                                                                                                                                                                                                     |           |          |                                                                                                                    |                                                                    |                                                                    | PRODUCTS -COMP/OP AGG                                                          | \$ 5,000,000 |
| A                     | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input checked="" type="checkbox"/> OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY<br><input type="checkbox"/> |           |          | ISA H25297635                                                                                                      | 06/30/2019                                                         | 06/30/2020                                                         | COMBINED SINGLE LIMIT (Ea accident)                                            | \$ 5,000,000 |
|                       |                                                                                                                                                                                                                                                                                                                                                                     |           |          |                                                                                                                    |                                                                    |                                                                    | BODILY INJURY (Per person)                                                     |              |
|                       |                                                                                                                                                                                                                                                                                                                                                                     |           |          |                                                                                                                    |                                                                    |                                                                    | BODILY INJURY (Per accident)                                                   |              |
|                       |                                                                                                                                                                                                                                                                                                                                                                     |           |          |                                                                                                                    |                                                                    |                                                                    | PROPERTY DAMAGE (Per accident)                                                 |              |
|                       | <input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$                                                                                                                              |           |          |                                                                                                                    |                                                                    |                                                                    | EACH OCCURRENCE                                                                |              |
|                       |                                                                                                                                                                                                                                                                                                                                                                     |           |          |                                                                                                                    |                                                                    |                                                                    | AGGREGATE                                                                      |              |
| B<br>A<br>C<br>A<br>D | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/><br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                | Y/N       | N/A      | WLR C66040380-AOS<br>WLR C66040343-CA/MA/OR<br>SCF C66040422 -WI<br>WCU C6604046A - OH XS<br>TNS C65221159 TX NSXS | 06/30/2019<br>06/30/2019<br>06/30/2019<br>06/30/2019<br>06/30/2019 | 06/30/2020<br>06/30/2020<br>06/30/2020<br>06/30/2020<br>06/30/2020 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER |              |
|                       |                                                                                                                                                                                                                                                                                                                                                                     |           |          |                                                                                                                    |                                                                    |                                                                    | E.L. EACH ACCIDENT                                                             | \$ 3,000,000 |
|                       |                                                                                                                                                                                                                                                                                                                                                                     |           |          |                                                                                                                    |                                                                    |                                                                    | E.L. DISEASE -EA EMPLOYEE                                                      | \$ 3,000,000 |
|                       |                                                                                                                                                                                                                                                                                                                                                                     |           |          |                                                                                                                    |                                                                    |                                                                    | E.L. DISEASE -POLICY LIMIT                                                     | \$ 3,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

EVIDENCE OF COVERAGE - FOR USE FOR REPUBLIC SERVICES, INC. AND ALL ITS SUBSIDIARIES

**CERTIFICATE HOLDER****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

EVIDENCE OF COVERAGE

United States



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

|                                 |           |                                                                     |  |
|---------------------------------|-----------|---------------------------------------------------------------------|--|
| AGENCY                          |           | NAMED INSURED                                                       |  |
| POLICY NUMBER<br>See First Page |           | REPUBLIC SERVICES, INC.<br>18500 N. ALLIED WAY<br>PHOENIX, AZ 85054 |  |
| CARRIER<br>See First Page       | NAIC CODE | EFFECTIVE DATE:                                                     |  |

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

#### GENERAL LIABILITY:

Certificate holder is Additional Insured including on-going and completed operations when required by written contract.

Coverage is primary and non-contributory when required by written contract.

Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

#### AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.

Coverage is primary and non-contributory when required by written contract.

Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

#### WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND, WA and WY is covered under policy no. WLR C66040380 and stop gap coverage for OH is covered under policy no. WCU C6604046A, as noted on page 1 of this certificate.

#### TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C65221159) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

## Appendix D: Letters of Recommendation



## HUNTINGTON BEACH CITY SCHOOL DISTRICT

8750 Dorsett Drive, Huntington Beach, CA 92646 (714) 964-8888

---

June 11, 2020

Jonathan Geiszler  
Director, Purchasing & Warehouse  
Newport-Mesa Unified School District  
2985 Bear St. Bldg A  
Costa Mesa, CA 92626

Dear Mr. Geiszler,

I'm writing this reference at the request of Rainbow Disposal Co., A Republic Services Company, who is applying to be the waste and recycling services provider at your district facilities.

The Huntington Beach City School District has been working with Rainbow/Republic for over 25 years. They have continuously adapted to the changing waste needs of our district by providing solid waste and recycling solutions for our facilities. Additionally, they have worked with us on increasing compliance and meeting our sustainability goals.

We have been completely satisfied with their services, safety, reliability, and communication throughout our business relationship. We would strongly recommend them for your district partnership.

Sincerely,

Jennifer Lambert  
Maintenance & Operations  
Huntington Beach City School District  
714.378.2080 | jlambert@hbcasd.us

---



## HUNTINGTON BEACH UNION HIGH SCHOOL DISTRICT

5832 Bolsa Avenue • Huntington Beach, California 92649  
(714) 903-7000 FAX (714) 372-8105

**Board of Trustees:**  
Diana Carey  
Bonnie Castrey  
Duane Dishno  
Susan Henry  
Michael Simons

**Clint Harwick, Ed.D., Superintendent of Schools**

June 11, 2020

*Sent to Addressee via Email Only*

Mr. Jonathan Geiszler  
Director, Purchasing & Warehouse  
Newport-Mesa Unified School District  
2985 Bear St. Bldg A  
Costa Mesa, CA 92626

### **RE: LETTER OF POSITIVE REFERENCE - RAINBOW DISPOSAL CO.**

Dear Mr. Geiszler:

I'm writing this reference at the request of Rainbow Disposal Co., a Republic Services Company, a company applying to be the waste and recycling services provider at your District's facilities.

The Huntington Beach Union High School District has been working with Rainbow/Republic for at least the past 15 years. During this period, Rainbow has provided solid waste, recycling, and organic solutions for our school sites, and for our instructional support locations.

We have been satisfied with their services, safety, reliability, and communication throughout our business relationship. We would strongly recommend them as a potential partner with your District.

Thank you,

*William Kerwin*

William Kerwin  
Director, Purchasing/Contracts/Risk Management  
Huntington Beach Union High School District  
5832 Bolsa Avenue, Huntington Beach, CA 92649  
Tel: 714-903-7000 Ext. 504370 \ Cell: 714-705-5775  
Email: [wkerwin@hbuhd.edu](mailto:wkerwin@hbuhd.edu)



CITY OF FOUNTAIN VALLEY

[www.fountainvalley.org](http://www.fountainvalley.org)

10200 Slater Avenue, Fountain Valley, CA 92708-4736  
(714) 593-4498

(714) 593-4400, FAX

June 11, 2020

Jonathan Geiszler  
Director, Purchasing & Warehouse  
Newport-Mesa Unified School District  
2985 Bear St. Bldg A  
Costa Mesa, CA 92626

Dear Mr. Geiszler,

I'm writing this reference at the request of Rainbow Disposal Co., a Republic Services Company, who is applying to be the waste and recycling services provider at your District's facilities.

The City of Fountain Valley has been working with Rainbow/Republic for over 50 years. They have provided solid waste, recycling, and organic solutions for our residents and commercial businesses.

We have been satisfied with their services, safety, reliability, and communication throughout our business relationship. We would recommend them for your District's partnership.

Sincerely,

A handwritten signature in cursive script that reads "Lorian Hornik".

Loriana Hornik  
Environmental Services Administrator