

Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the City Clerk's Office, 300 West Third Street 4th Floor and at the Oxnard main library, 251 South A Street during customary business hours. Agenda reports are also on the City of Oxnard web site at www.oxnard.gov.



AGENDA
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Council Chambers, 305 West Third Street
May 12, 2026
Regular Meeting - 6:45 PM to 8:15 PM

Zoom details to call-in for public comment during a meeting:

1. Dial Phone Number: (888) 475-4499
2. Enter Meeting ID: 873 1138 6289
3. Passcode: 794320

If you wish to speak during public comments or a particular item on the agenda, please sign-on by following the zoom call-in steps listed above. Once the presiding officer calls for public speakers, press *9 to raise your hand to inform the City Clerk you would like to speak during the public speaking section for that particular item on the agenda, while in the zoom waiting room. Press *6 when asked to unmute. Listen to the instructions provided virtually on the phone while on hold in the zoom waiting room. Please note that there is a slight time delay when viewing the meeting via television.

IN ACCORDANCE WITH ASSEMBLY BILL 2449, MEMBERS OF THE LEGISLATIVE BODY MAY MEET IN-PERSON OR REMOTELY. TO PARTICIPATE REMOTELY VISIT WWW.OXNARD.ORG.

To find out how you may provide public comment, please refer to the instructions below or at [www.https://www.oxnard.org/city-meetings/](https://www.oxnard.org/city-meetings/).

The public may view the meeting from home on Spectrum channel 10, Frontier channel 35, or YouTube at Youtube.com/oxnardnews. Video recordings of the meeting are typically available online following the meeting at the City's website at www.oxnard.org/city-meetings.

*Please see the link for the Measure M pre-recorded presentation video for each item listed on this agenda.

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

1. ATTEND THE MEETING AT THE LOCATION LISTED ABOVE: Submit a speaker card to the City Clerk.
2. EMAIL COMMENTS OR SIGN UP TO SPEAK REMOTELY BEFORE THE MEETING
 - a. Submit a request to speak remotely by no later than 3 p.m. on the day of the meeting by using the form available at www.oxnard.org/citymeetings.
 - b. Submit an email to cityclerk@oxnard.org no later than 3 p.m. on the day of the meeting (indicate the agenda item number in the subject line). All email correspondence will be forwarded to the legislative body prior to the start of the meeting and made part of the legislative record.
 - c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.
3. PROVIDING PUBLIC COMMENTS REMOTELY DURING THE MEETING

In compliance with the Americans with Disabilities Act, if you require special assistance to participate in a meeting, please contact the City Clerk's Office at 385-7803. Notice at least 72 hours prior to the meeting will enable the City to reasonably arrange for your accessibility to the meeting.

Agenda Item Time Estimates include: (Minutes for Presentation + Council Discussion + Public Comment)

- a. To provide public comment during the meeting dial (888) 475-4499 and enter the Meeting ID and Passcode listed above as the Zoom details for this meeting. When the presiding officer announces the particular item on the agenda you want to speak on, press *9 to raise your hand while in the zoom waiting room. Once called on, press *6 to unmute your phone.
- b. Public comments on agenda items will be taken following the announcement of the item. After the item is announced, members of the public may register or otherwise be recognized for the purpose of providing public comment.

Please review the Zoom instructions on the registration page to help ensure there are no technical difficulties during your comments and help you understand public comment procedures using Zoom. Detailed participation instructions can be found at www.oxnard.org/city-meetings.

In the event of a disruption which prevents a legislative body of the City of Oxnard from broadcasting a meeting using a call-in option or internet-based service option, or in the event of a disruption within the City's control which prevents members of the public from offering public comment using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on a meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. However, if any of the broadcast options are disrupted, but any of the other broadcast options is still available to the public, the legislative body may take further action on items appearing on a meeting agenda without waiting for the disrupted broadcast option(s) to be restored.

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

Consideration of Teleconference Participation pursuant to Assembly Bill 2449.

During this meeting, Vice Chair Teran will be participating remotely from the following location:
Embassy Suites by Hilton Anaheim South, 11767 Harbor Boulevard, Garden Grove, CA 92840

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA AND NON-ACTION ITEMS

A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body, and on non-action items. Speaker requests shall be submitted as set forth on the first page of this agenda. Speakers are limited to three minutes. After 30 minutes, if all speakers have not had the opportunity to speak, the remaining speakers will be given an opportunity to speak prior to the adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager for administrative action or scheduled on a subsequent agenda for discussion.

C. CONSENT AGENDA

D. REPORTS

1. Public Works Department

SUBJECT: Added Facilities Agreement 32600436 with Southern California Edison for the Wastewater Headworks Facility.

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Added Facilities Agreement with Southern California Edison to renew electrical maintenance service for the Wastewater Headworks Facility in perpetuity, with a one-time payment of \$62,246, and a recurring monthly maintenance service charge of \$747.41.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/u_C0PrpO340

Contact: Michael Wolfe, (805) 385-8055

2. Public Works Department

SUBJECT: Agreement 32600474 with CCS Facility Services - Los Angeles, Inc. for Custodial Services for the Public Works Utilities Divisions.

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with CCS Facility Services - Los Angeles, Inc. in an amount not to exceed \$738,000 for an initial term of one year from July 1, 2026, to June 30, 2027, with the option for four consecutive one-year period extensions ending June 30, 2031, for Custodial Services for the Public Works Utilities Divisions.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/NYTnSt_toXA

Contact: Michael Wolfe, (805) 385-8055

3. Public Works Department

SUBJECT: Agreement 32600473 with Executive Facilities Services, Inc. for Custodial Services at the Oxnard Main Library.

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with Executive Facilities Services, Inc. in an amount not to exceed \$675,000 for an initial term of one year from July 1, 2026, to June 30, 2027, with the option for four consecutive one-year period extensions ending June 30, 2031, for Custodial Services at the Oxnard Main Library.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/Jrt8hntI_Eg

Contact: Michael Wolfe, (805) 385-8055

4. Public Works Department

SUBJECT: Agreement 32600503 with Ojos Trucking dba AGT Trucking School for Commercial Driver's License Training.

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with Ojos Trucking dba AGT Trucking School in an amount not to exceed of \$385,000 for an initial term of three years from June 2, 2026, to June 1, 2029, with the option for two consecutive one-year period extensions ending June 1, 2031 for Commercial Driver's License Training.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/D7gWTZiBGPE>

Contact: Michael Wolfe, (805) 385-8055

5. Public Works Department

SUBJECT: Agreement 32600497 with Haaker Equipment Company for Short-Term Rental of Refuse Collection Vehicles for the Environmental Resources Division.

RECOMMENDATION: That the Public Works and Transportation Committee recommended that the City Council approve and authorize the Mayor to execute a Rental Agreement with Haaker Equipment Company for an annual contract amount of \$2,800,000, for an initial term of one year from July 1, 2026, to June 30, 2027, with the option for two consecutive one-year period extensions ending June 30, 2029, with a total contract amount not to exceed \$8,400,000, for the rental of refuse collection vehicles.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/SyocHX2LkpQ>

Contact: Michael Wolfe, (805) 385-8055

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT



PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.1

DATE: May 12, 2026

TO: Public Works and Transportation Committee

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Added Facilities Agreement 32600436 with Southern California Edison for the Wastewater Headworks Facility.

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Added Facilities Agreement with Southern California Edison to renew electrical maintenance service for the Wastewater Headworks Facility in perpetuity, with a one-time payment of \$62,246, and a recurring monthly maintenance service charge of \$747.41.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/u_C0PrpO340

BACKGROUND

The City of Oxnard Wastewater Division operates the Headworks Facility located at 5741 Perkins Rd, which receives electrical service from Southern California Edison (SCE). In 2006, the City entered into a 20-year Added Facilities Agreement (3743-06-PW) with SCE to install electrical infrastructure necessary to support operations at the Headworks Facility. Under this agreement, SCE installed a 1,500 kVA transformer, primary switches, and associated underground electrical cable infrastructure required to provide adequate electrical capacity to the site, at a total installed cost of \$191,644.18, and a monthly maintenance charge of \$596.96.

Under the original agreement, the City selected a 20-year replacement coverage option, which established a monthly charge based on the value of the installed electrical infrastructure. The agreement expired in March 2026. Per SCE, the City must enter into a new Added Facilities Agreement with SCE to allow the installed electrical infrastructure to remain and to continue receiving electrical maintenance service for the existing infrastructure.

The City has the following replacement coverage options.

Option A: Replacement Coverage in Perpetuity establishes a monthly charge of \$747.41 based on the original installed cost of \$191,644.18; moreover, the recurring monthly maintenance service charge is subject to periodic adjustment through the California Public Utilities Commission general rate update process. Under this option, SCE remains responsible for the operation, maintenance, and replacement of all electrical infrastructure at no additional cost to the City.

Option B: Replacement Coverage with a 20-Year Term - SCE no longer offers this option.

Option C: Without Replacement Coverage provides a lower monthly rate, \$594.10, but requires the City to pay for all equipment replacements, and the monthly charge is subject to adjustment.

Option D: Terminate the agreement, in which case SCE will remove the electrical infrastructure currently serving the Headworks Facility which would result in an inoperable facility.

DISCUSSION

Added Facilities Agreements (AFA) are utilized by SCE to accommodate customers with unique power demands, electrical loads, locations, voltage, or reliability needs. The renewed Added Facilities Agreement (AF00237-002 / 32600436) formalizes the continued use of specialized electrical infrastructure installed at the Headworks Facility in 2006.

Staff recommends Option A, as described above, which is \$150.45 more than the current rate. This will ensure continued reliable coverage with no disruption to the wastewater treatment process and no future increases in cost. This option was chosen due to the modest increase in cost, the elimination of future cost increases, and the lifetime replacement benefit. The typical life span of the electrical infrastructure is 30 to 40 years under normal circumstances.

Under the agreement, the Wastewater Division will pay the one-time payment of \$62,246 and a monthly Added Facilities charge of \$747.41 to SCE for the operation and maintenance of the electrical infrastructure in perpetuity. The agreement also grants SCE the necessary access to maintain the infrastructure and confirms that the equipment remains the property of SCE.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The agreement requires a one-time payment of \$62,246 to Southern California Edison for the renewal of the Headworks Facility AFA. The agreement also includes a monthly added facilities charge of \$747.41, which shall be included in Oxnard's monthly Southern California Edison utility bill.

Funding for the one-time payment and ongoing electrical service charges will be paid through the Wastewater Division's Operating budget (6113614-54010). There are sufficient funds for this cost in the FY 2026-27 Adopted Budget. Funding for subsequent fiscal years will be requested through the annual budget process.

Prepared by: Jan Hauser, Wastewater Division Manager

ATTACHMENTS

1. Southern California Edison Agreement AF00237-002 / 32600436
2. Presentation

SOUTHERN CALIFORNIA EDISON COMPANY
ADDED FACILITIES AGREEMENT
APPLICANT FINANCED

City of Oxnard

_____, ("Applicant") and Southern California Edison Company ("SCE"), referred to collectively as "Parties" and individually as "Party", agree, as an accommodation to the Applicant, that SCE shall install the electric facilities described in Exhibit A, and hereinafter referred to as "Added Facilities", the cost of which shall be borne by the Applicant and which will be located at the service address as shown in Exhibit A. Added Facilities are defined in SCE's Rule 2.H as those which are in addition to, or in substitution for the standard facilities SCE would normally install to provide electric service. The Parties agree as follows:

1. Applicant shall pay to SCE in advance of construction by SCE for the Applicant-Financed Added Facilities, the estimated Total Installed Cost of said Added Facilities, as set forth in Exhibit A. If applicable, said cost shall include the estimated Income Tax Component of Contributions (ITCC), pursuant to SCE's Preliminary Statement as filed with the California Public Utilities Commission ("Commission") and the one-time cost to rearrange existing facilities and/or to provide facilities normally installed by the Applicant.
2. In addition to the payment required under Paragraph 1, the Applicant shall also pay a charge based on the Added Facilities investment in Applicant-Financed Added Facilities, pursuant to SCE's Rule 2.H as filed with the Commission and as changed from time to time by the Commission. The charge for Applicant-Financed Added Facilities is based upon the Added Facilities investment and the replacement coverage option selected by the Applicant, as follows:

☒ (a) Replacement Coverage. The Added Facilities investment amount used as the basis for determining the charge Applicant pays SCE shall not be adjusted whenever Added Facilities are replaced as set forth in Paragraph 12(a). Under this option, Applicant shall pay to SCE, at SCE's sole option, either (SCE to select one):

☒ (1) A Monthly Charge based upon .39% times the Added Facilities investment as set forth in Exhibit A.
 ☐ (2) A One-Time Payment representing the present worth of the Monthly Charge (_____ per month) for the Added Facilities in perpetuity as set forth in Exhibit A.

☐ (b) Replacement Coverage with 20 year Term. The Added Facilities investment amount used as the basis for determining the charge Applicant pays SCE shall not be adjusted for a term of 20 years whenever Added Facilities are replaced as set forth in Paragraph 12(a). Under this option, Applicant shall pay to SCE a Monthly Charge based upon _____ times the Added Facilities investment as set forth in Exhibit A. At the end of the 20 year term, this Agreement terminates in accordance with the provisions of Paragraph 16. If Applicant wants to continue being served from the Added Facilities, Applicant must sign a new Added Facilities Agreement without replacement coverage or with replacement coverage in perpetuity pursuant to the provision in Rule 2 Section H.2.f.(3).

☐ (c) Without Replacement Coverage. The Added Facilities investment amount used in determining the charge Applicant pays SCE shall be adjusted whenever Added Facilities are replaced as set forth in Paragraph 12(b) and . Under this option, Applicant shall pay SCE a Monthly Charge based on _____ times the Added Facilities investment as set forth in Exhibit A.
3. The costs and charges paid by Applicant pursuant to Paragraphs 1 and 2 will normally be based upon estimated costs. When the recorded book costs have been determined by SCE, the charges may be based upon such recorded costs and adjusted retroactively to the date when service was first rendered by means of such Added Facilities. Additional charges resulting from such adjustments will, unless other terms are mutually agreed upon, be payable within thirty (30) days from the date of presentation of a bill therefore. Any credits resulting from such adjustments will, unless other terms are mutually agreed upon, be refunded to Applicant.
4. When SCE elects to provide Added Facilities hereunder on a recorded book cost basis, SCE has the right to revise its estimated costs and bill Applicant using such revised estimated costs during the period preceding determination of the recorded book costs. SCE shall indicate such revisions on Exhibit A or a superseding Exhibit A and provide a copy to Applicant. SCE shall commence billing the charge paid by Applicant pursuant to Paragraph 2 above using such revised estimate not earlier than thirty (30) days from the date the revised estimate is provided to Applicant.

5. The Monthly Charge to be paid by Applicant pursuant to Paragraph 2 above, as determined in Exhibit A, shall automatically increase or decrease without formal amendment to this Agreement if the Commission subsequently authorizes a higher or lower percentage rate in the calculation of the costs of ownership for Added Facilities as stated in Rule 2.H, effective with the date of such authorization. Further, the revised costs of ownership shall also be used to determine the unamortized balance of the One-Time Payment due to termination of service, termination of this Agreement, or otherwise, as provided in Paragraph 16 (a).
6. Where it is necessary to install Added Facilities on Applicant's property, Applicant hereby grants to SCE (a) the right to make such installation on Applicant's property including installation of a line extension along the shortest practical route thereon and (b) the right of ingress to and egress from Applicant's property as determined by SCE in its sole discretion for any purpose connected with the operation and maintenance of the Added Facilities. Applicant shall provide rights-of-way or easements of sufficient space to provide legal clearance from all structures now or hereafter erected on Applicant's property for any facilities of SCE.
7. Where formal rights-of-way or easements are required in, on, under, or over Applicant's property or the property of others for the installation of the Added Facilities, SCE shall not be obligated to install the Added Facilities unless and until any necessary permanent rights-of-way or easements, satisfactory to SCE, are granted without cost to SCE. Upon termination of this Agreement in accordance with Paragraph 16, SCE will quitclaim all easements and rights of way in, on, under, and over Applicant's property which are, as determined by SCE in its sole discretion, no longer required by SCE due to the removal of its Added Facilities.
8. SCE shall not be responsible for any delay in completion of the installation of the Added Facilities resulting from shortage of labor or materials, strike, labor disturbances, war, riot, weather conditions, governmental rule, regulation or order, including orders or judgments of any court or commission, delay in obtaining necessary rights-of-way and easements, act of God, or any other cause or condition beyond control of SCE. SCE shall have the right in the event it is unable to obtain materials or labor for all of its construction requirements, to allocate materials and labor to construction projects which it deems, in its sole discretion, most important to serve the needs of its customers, and any delay in construction hereunder resulting from such allocation shall be deemed to be a cause beyond SCE's control.
9. Added Facilities provided hereunder shall at all times remain the property of SCE.
10. This Agreement supplements the appropriate application and contract(s) for electric service presently in effect between the Parties.
11. If it becomes necessary for SCE to alter or rearrange the Added Facilities including, but not limited to, the conversion of overhead facilities to underground, Applicant shall be notified of such necessity and shall be given the option to either terminate this Agreement in accordance with Paragraphs 13 and 16, or to pay to SCE additional charges consisting of:
 - (a) The cost to remove any portion of the Added Facilities which is no longer necessary because of alteration or rearrangement, such charge to be determined in the same manner as described in Paragraph 16; plus
 - (b) An additional payment, ITCC, and/or one-time cost, if any, for any new Added Facilities requested which shall be determined in the same manner as described in Paragraphs 1 and 2; plus
 - (c) A revised Paragraph 2 charge based on the total net additional installed cost of all new and remaining Added Facilities. Such revised charge shall be determined in the same manner as described in Paragraphs 1 and 2.
12. (a) Whenever Added Facilities are replaced due to damage (caused by other than the Applicant's intentional or negligent conduct) or equipment failure and Applicant has selected replacement coverage pursuant to Paragraph 2 (a) or Paragraph 2 (b), such replacement will be at SCE's expense with no change in the Added Facilities investment amount.
- (b) Whenever Added Facilities are replaced due to damage or equipment failure and Applicant has selected no replacement coverage pursuant to Paragraph 2, such replacement will be made by SCE at the Applicant's expense, including any applicable ITCC. Charges will be payable by the Applicant to SCE within thirty (30) days from the date of presentation of a bill. If such replacement results in a change in the Added Facilities investment, the Monthly Charge will be adjusted based on the revised added investment effective with the date the replaced Added Facilities are first available. Except that, where a replacement of Added Facilities is required for SCE's operating convenience or necessity or because of damage caused by the sole negligence or willful act of SCE, no increase will be made in the Added Facilities investment amount or the Monthly Charge.
- (c) Whenever Added Facilities are replaced due to Applicant's increased load or damage caused by the Applicant's intentional or negligent conduct, such replacement will be made by SCE at the Applicant's expense including any applicable ITCC. Charges will be payable by the Applicant to SCE within thirty (30) days from the date of presentation of a bill. Additionally, the Applicant's Monthly Charge pursuant to Paragraph 2 will be adjusted based on the revised added investment resulting from such replacement and will be effective with the date the replaced Added Facilities are first available.

13. This Agreement shall remain in effect until terminated by either party on at least thirty (30) days' advance written notice. Applicant shall pay all costs incurred to the date of termination pursuant to Paragraph 16 including charges for any engineering, surveying, right-of-way and easement acquisition expenses and other associated expenses incurred by SCE for that portion of the Added Facilities not installed.
14. SCE has the right to charge Applicant under the terms and conditions of this Agreement commencing with the date SCE, in its sole opinion, is ready to serve or commencing with the ready to serve date requested by Applicant, whichever is later.
15. Construction of the Added Facilities shall not commence prior to receipt by SCE of appropriate rights of way and/or easements, and applicant's payment of all monies due as described in Paragraphs 1 and 2(a)(2).
16. Upon discontinuance of the use of any Added Facilities due to termination of service, termination of this Agreement, or otherwise:
 - (a) Applicant shall pay to SCE on demand (in addition to all other monies to which SCE may be legally entitled by virtue of such termination) a facility termination charge defined as the removal cost, less the salvage value for the Added Facilities to be removed. Commencing in the sixteenth (16) year after the date service is first rendered by means of Added Facilities, 20 percent of the termination charge shall be subtracted from that charge each year until the total charge is zero.
 - (b) SCE shall be entitled to remove and shall have a reasonable time in which to remove any portion of the Added Facilities located on the Applicant's property.
 - (c) SCE may, at its option, alter, rearrange, convey, or retain in place any portion of the Added Facilities located off Applicant's property. Where all or any portion of the Added Facilities located off Applicant's property are retained in place and used by SCE to provide permanent service to other customers, the facility termination charge described in Paragraph 16(a) shall be reduced by the installed cost of the retained facilities.
17. Applicant may assign this Agreement only with SCE's written consent. Such consent will not unreasonably be withheld. Furthermore, such assignment shall be deemed to include, unless otherwise specified therein, all of Applicant's rights to any refunds which might become due upon discontinuance of the use of any Added Facilities.
18. This Agreement shall, at all times be subject to changes or modifications as the Commission may, from time to time, direct in the exercise of its jurisdiction.
19. In witness whereof, the parties hereto have caused this Agreement to be signed by their duly authorized representatives/agents. This Agreement is effective as of the last date set forth below.

City of Oxnard

APPLICANT

SOUTHERN CALIFORNIA EDISON COMPANY

BY: _____

BY: _____

NAME: _____

NAME: Jo Heuser

TITLE: _____

TITLE: Senior Manager

DATE SIGNED: _____

DATE SIGNED: _____

APPROVED AS TO FORM:

Stephen M. Fischer for 4/14/2021
 Stephen M. Fischer
 City Attorney 3

AF00237-002

AFA#
 SA# 8003924757

SOUTHERN CALIFORNIA EDISON COMPANY
EXHIBIT "A"
APPLICANT FINANCED ADDED FACILITIES

APPLICANT City of Oxnard

SERVICE ADDRESS 6001 S. Perkins Rd., Oxnard, CA. 93033

APPLICANT REQUESTED READY TO SERVE DATE _____

All Estimated Costs Shown in this Exhibit "A" (SCE to Select One):



are not binding estimates (final billing based on recorded costs), or



are binding estimates valid for Added Facilities completed on or before _____

DESCRIPTION OF ADDED FACILITIES:

This agreement supersedes the AFA that was executed on 3/17/2006

In accordance with Rule 2 Tariff, Section H.2.f.3(c), customer has elected to renew its AF service with replacement coverage in perpetuity. A one-time make whole payment of \$62,246 is due and payable within 30 days of after contract execution

Installation of one 1500kVA 16kV 277/480 transformer, 3,876 ft 750 MCM 12kV cable, one PME10 15kV switch, two PMESML 15kV switches, five runs 4/C secondary cable, misc. materials and supplies and labor to design and construct (2012) removed one 15kV disconnect PMESML switch

Original Estimated Demand _____ kVA

W.O. No(s). _____

DESCRIPTION OF ONE-TIME COSTS (Paragraph 1)

W.O. No(s). _____

EXHIBIT "A"
APPLICANT FINANCED ADDED FACILITIES

SCE's Actual Ready to Serve Date _____	AMENDMENT DATE _____
APPLICANT INITIALS & DATE _____ (Original Estimate Only)	ORIGINAL ESTIMATE DATE _____
A) TOTAL INSTALLED ADDED FACILITIES COST (Paragraph 1)	_____
B) ITCC (Paragraph 1) (A X _____%)	_____
C) ONE-TIME PAYMENT OPTION OWNERSHIP COST ONLY [Paragraph 2(a)(2)]	_____
D) ONE TIME COSTS INCLUDING ITCC (Paragraph 1)	_____
E) TOTAL CUSTOMER ADVANCE (A + B + C + D)	_____
F) MONTHLY ADDED FACILITIES CHARGE (Paragraph 2) (A X _____%)	_____
AMENDMENT DATE _____	
A) TOTAL INSTALLED ADDED FACILITIES COST (Paragraph 1)	\$191,644.18
B) ITCC (Paragraph 1) (A X _____%)	_____
C) ONE-TIME PAYMENT OPTION OWNERSHIP ONLY [Paragraph 2(a)(2)]	_____
D) ONE TIME COSTS INCLUDING ITCC (Paragraph 1)	_____
E) TOTAL CUSTOMER ADVANCE (A + B + C + D)	\$191,644.18
F) MONTHLY ADDED FACILITIES CHARGE (Paragraph 2) (A X .39 _____%)	\$747.41
FINAL RECORDED COSTS DATE _____	

Added Facilities Agreement 32600436 with Southern California Edison for the Wastewater Headworks Facility.

Public Works & Transportation Committee
May 12, 2026

Jan Hauser,
Wastewater Division Manager

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Added Facilities Agreement with Southern California Edison to renew electrical maintenance service for the Wastewater Headworks Facility in perpetuity, with a one-time payment of \$62,246, and a recurring monthly maintenance service charge of \$747.41.

- In 2006, the Wastewater Division entered into a 20-year Added Facilities Agreement (\$191,644.18) with SCE for the Wastewater Headworks Facility
- SCE installed critical infrastructure including:
 - A 1,500 kVA transformer
 - Primary switches
 - Underground electrical systems
- Agreement 3743-06-PW expired March 2026
 - Per SCE, the City must enter into a new Added Facilities agreement to continue receiving electrical maintenance service for the existing infrastructure

The City has the following replacement coverage options

- **Option A: Replacement Coverage in Perpetuity**
 - Monthly maintenance charge of \$747.41
 - Monthly maintenance charge subject to change per the California Public Utilities Commission (CPUC) rate process
 - SCE is responsible for the maintenance of their equipment as well as replacing failed equipment at no additional cost to the City
- **Option B: Replacement Coverage - 20 year term**
 - SCE no longer offers this option

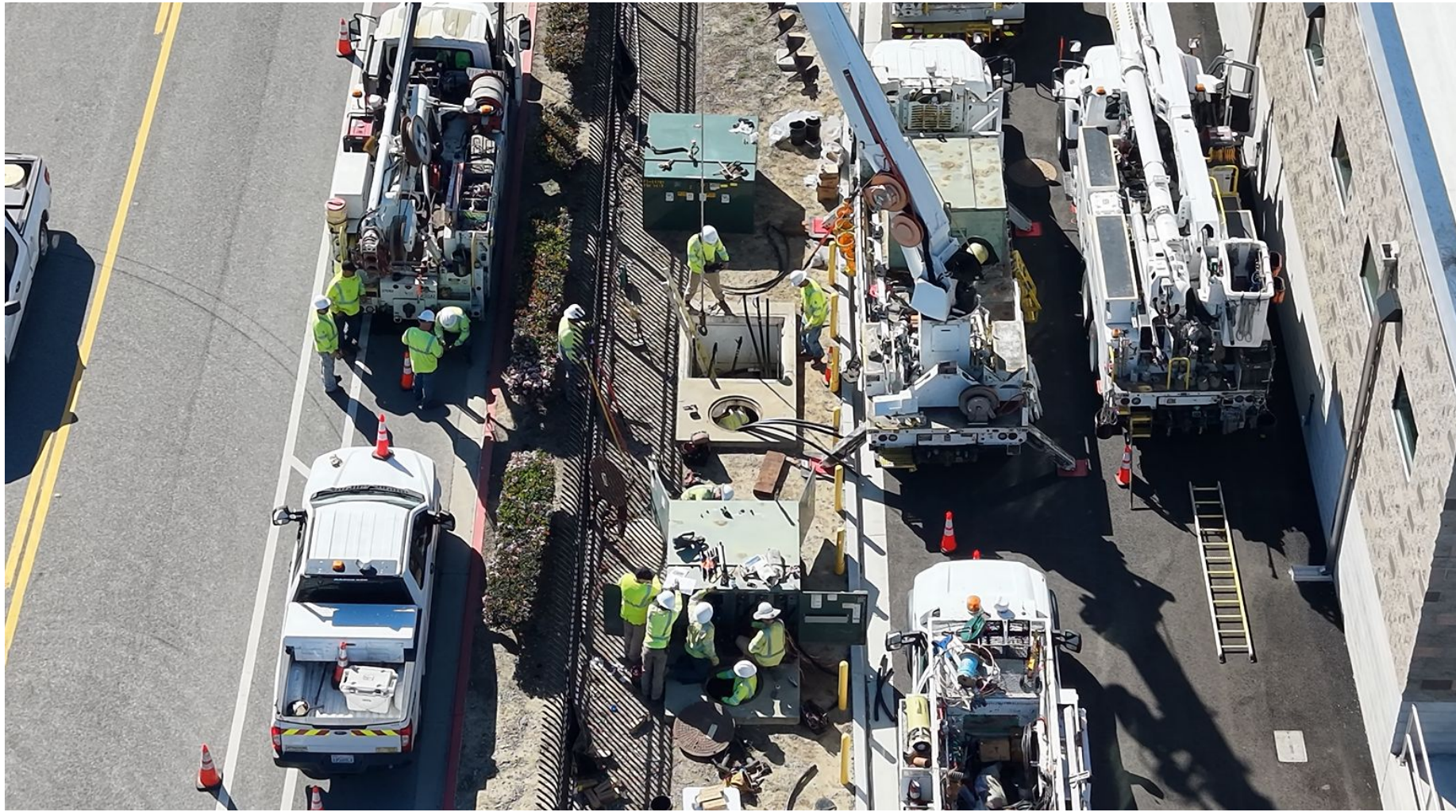
The City has the following replacement coverage options

- **Option C: Without Replacement Coverage**
 - Lower maintenance rate \$594.10
 - Requires the City to pay for all equipment replacements
 - Monthly maintenance charge subject to change per the California Public Utilities Commission (CPUC) rate process
- **Option D: Terminate the agreement**
 - SCE removes their electrical infrastructure currently serving the Wastewater Headworks Facility
 - Results in an inoperable Facility



Wastewater Headworks Facility - 5741 Perkins Rd

- Added Facilities Agreements (AFA) are used by SCE to support customers with specialized power, capacity, and reliability needs
- Staff recommends Option A
 - Monthly increase of \$105.45 than the current rate
 - Ensures continued reliable coverage
 - Lifetime equipment replacement benefit
- The new agreement continues the use of electrical infrastructure at the Headworks Facility
 - Includes a one-time payment of \$62,246
 - Monthly maintenance/ replacement charge \$747.41



Recent SCE work at the Wastewater Facility

- The agreement requires a one-time payment of \$62,246 to Southern California Edison for the renewal of the Wastewater Headworks added facilities agreement
- The agreement also confirms a monthly added facilities charge of \$747.41, which shall be included in Oxnard's monthly Southern California Edison utility bill
- Funding for the one-time payment and ongoing electrical service charges will be paid through the Wastewater Division (6113614-54010)



End of Presentation



PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.2

DATE: May 12, 2026

TO: Public Works and Transportation Committee

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Agreement 32600474 with CCS Facility Services - Los Angeles, Inc. for Custodial Services for the Public Works Utilities Divisions.

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with CCS Facility Services - Los Angeles, Inc. in an amount not to exceed \$738,000 for an initial term of one year from July 1, 2026, to June 30, 2027, with the option for four consecutive one-year period extensions ending June 30, 2031, for Custodial Services for the Public Works Utilities Divisions.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/NYTnSt_toXA

BACKGROUND

The Public Works Department has historically contracted custodial services for multiple enterprise-funded utility facilities (water, wastewater, and environmental resources) since the early 2000s, which are not serviced by the City's custodial staff. The facilities requiring service total approximately 90,000 square feet and have historically been maintained through contracted custodial services following the competitive solicitation process.

Due to approved staffing levels and operational priorities, custodial services for these facilities will continue to be performed by a third-party service provider. Contracted custodial services provide a full complement of cleaning and sanitation activities necessary to support daily operations for the public works utility divisions.

The custodial services for the Oxnard Main Library (Library) were originally included in a joint solicitation with the Public Works Utility Divisions solicitation. Upon review of the initial bids, the Purchasing Department identified that the proposals failed to provide adequate staffing coverage for the required service hours specific to the Library. To ensure procurement integrity and prevent project delays, all bids were rejected. The library services were removed from the combined solicitation and new independent solicitations were issued with more clearly defined operational hours for the Library to ensure accurate bidding. A separate staff report for the library services is also on this same Public Works and Transportation Committee agenda.

DISCUSSION

On February 9, 2026, the Purchasing Department released a Request for Bid (RFB) 26-89 for custodial services

for Public Works utilities facilities. The RFB was directly sent to 10 potential service providers and published on www.publicpurchase.com as well as the City's Purchasing website. The solicitation closed on February 23, 2026, and received nine bids. The nine responsive bidders provided five-year upfront pricing for monthly cleaning services at the seven city locations as listed below. The bidders also proposed rates for urgent as-needed cleaning as well as optional carpet deep cleaning and floor waxing/ tile cleaning services, which would be utilized at the Division's discretion.

BIDDER	FIVE-YEAR MONTHLY PRICING
Apex Team Solutions, Inc DBA Jonco Enterprises, Inc	\$103,994.00
Base Hill, Inc	\$100,007.41
Bound Enterprises DBA Scrubcan	\$147,590.00
CJB Building Maintenance	\$257,561.80
CCS Facility Services	\$53,062.00
Executive Facilities Services, Inc	\$80,454.75
McCall Cleaners, LLC	\$69,525.05
Premier Property Preservation, LLC	\$113,657.93
Rich & Famous DBA Big Green Cleaning Company	\$58,439.00

After a bid evaluation from the Purchasing Department, a determination was made that CCS Facility Services - Los Angeles, Inc. (CCS) was the lowest responsive bidder. Additionally, CCS meets all required City contractual provisions, including possession of a City business tax certificate, insurance certificates, and corporate filing with the California Secretary of State. Based upon the research performed to date, staff believes that the service provider is capable of successfully performing these services for the City. Additionally, the service provider has provided continued satisfactory service to the following municipalities: Rancho Cucamonga, Fullerton, Rialto, and San Bernardino County, as well as previously serving the City of Oxnard.

Through this Agreement, the service provider will perform all of the custodial services that are identified in the scope of work as published in RFB 26-89. These services include, but are not limited to, daily trash disposal, restroom and breakroom sanitation, use of anti-bacterial cleaning agents, restocking of paper products, vacuuming, dusting, optional floor care including strip and wax and carpet deep clean, drain clearing, and polishing of surfaces. Under the scope of work, the service provider is responsible for furnishing all necessary labor, equipment, and cleaning supplies.

The service provider has been providing custodial services for over 40 years, currently employs approximately 6,000 employees nationwide, and has the operational capacity to support the City's custodial needs. Additionally, CCS will ensure compliance with the Displaced Janitor Opportunity Act (DJOA) by offering employment to existing custodial staff in accordance with DJOA requirements. Overall, staff is confident that the CCS can render appropriate services to the City's utility divisions at competitive rates.

The following table includes Public Works' historical spending with the previous custodial service provider:

Fiscal Year	Spending	Time Period
2023	\$42,901.95	3 Months
2024	\$208,637.33	12 Months
2025	\$215,121.60	12 Months
2026	\$146,422.72	8 Months (YTD)

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The total cost for this Agreement with CCS Facility Services - Los Angeles, Inc. for Custodial Services shall not exceed \$738,000 through June 30, 2031, if all years are extended. Funding for this Agreement has been requested for the Fiscal Year 2026-27 Proposed Budget from the Water Operating Fund (601), the Wastewater Operating Fund (611), and the Environmental Resources Fund (631). Funding for subsequent fiscal years will be requested through the annual budget process.

The five-year estimated spending plan includes the monthly service charges for routine custodial services across the seven utility locations, along with funding for optional floor deep cleaning services distributed over the full five-year term. Additionally, staff have allocated funding within the first year of the contract for optional, urgent, as-needed cleaning services to be utilized at the discretion of each respective division. Unused funds from the first year shall roll over to subsequent contract years and remain available for use at each division's discretion.

Estimated Spending Plan: Custodial Services						
	FY 26/27	FY 27/28	FY 28/29	FY 29/30	FY 30/31	TOTAL
Water 6013600-53200	\$42,824	\$41,012	\$42,241	\$43,512	\$44,818	\$214,407
Recycled Water 6013605-53200	\$25,898	\$26,159	\$26,944	\$27,754	\$28,586	\$135,341
Wastewater 6113610-53200	\$51,282	\$50,239	\$51,744	\$53,295	\$54,894	\$261,454
Env. Resources 6313630-53200	\$25,506	\$24,212	\$24,938	\$25,686	\$26,456	\$126,798
TOTAL	\$145,510	\$141,622	\$145,867	\$150,247	\$154,754	\$738,000

Prepared by: Chris Peyton, Water Division Manager, Jan Hauser, Wastewater Division Manager, Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. Agreement 32600474
2. Bid Tabulation
3. Prior Schedule of Compensation
4. Presentation

**GENERAL SERVICE AGREEMENT
BETWEEN
THE CITY OF OXNARD AND CCS FACILITY SERVICES – Los Angeles, Inc.**

By This General Services Agreement (“Agreement”), the CITY of Oxnard (“City”) agrees to engage the services of CCS Facility Services – Los Angeles, Inc. (“Service Provider”), and Service Provider agrees to perform the services for City as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. City and Service Provider may be individually referred to as “Party” or collectively as the “Parties.”

1. [INTENTIONALLY OMITTED]

2. SUMMARY DESCRIPTION OF SERVICES.

This Agreement is for professional custodial services for the City of Oxnard Utilities Facilities to maintain clean, safe, and well-kept environments across all designated locations.

The Services to be performed pursuant to this agreement are described in the Scope of Services, attached hereto as Exhibit A. Service Provider may not be the exclusive provider of services to the City. The City does not guarantee a specified amount of work under this agreement.

3. PARTIES.

City of Oxnard, a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard, California 93030

CCS Facility Services – Los Angeles, Inc., a corporation of the State of California, located at 840 Apollo Street, Suite 307, El Segundo, California 90245

4. TERM OF AGREEMENT: From: July 1, 2026 To: June 30, 2027

- A. Time is of the essence in this Agreement.
- B. The City shall have the option for (4) four consecutive (1) one-year extensions, in accordance with the scope of work and general terms and conditions of the General Services Agreement.

Option 1: July 1, 2027 to June 30, 2028

Option 2: July 1, 2028 to June 30, 2029

Option 3: July 1, 2029 to June 30, 2030

Option 4: July 1, 2030 to June 30, 2031

- C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.
- D. All services required of Service Provider under this Agreement shall be completed on or before the end of the term of the Agreement.

5. AGREEMENT AMOUNT NOT TO EXCEED: \$738,000.00.¹

6. AGREEMENT EXHIBITS: The following documents memorialized below are the only exhibits to this agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

- Exhibit A: Scope of Services
- Exhibit B: Schedule of Compensation
- Exhibit C: Insurance Requirements: City Insurance Exhibit INS-D
- Exhibit D: [RESERVED]
- Exhibit E: Living Wage Policy
- Exhibit F: Prevailing Wage Policy

¹ This is not a guaranteed dollar amount. No services or work performed pursuant to a Task Order shall exceed the "Not to Exceed" Amount of the Contract or the agreed upon amount stated in the Task Order.

- 7. DESIGNATED REPRESENTATIVES.** The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally, Service Provider's services shall be performed or immediately supervised by the Service Provider's Representative:

City Designated Representative Name: Bianca Acosta Title: Sr. Admin. Services Analyst Phone: 805-200-5930 Email: bianca.acosta@oxnard.org Address: 305 West Third Street, East Wing, Third Floor Oxnard, California 93030	Service Provider Designated Representative Name: Maryll Betzold Title: Director Government Services Phone: 720-955-5421 Email: mbetzold@ccbts.com Address: 840 Apollo Street # 307 El Segundo, California 90245
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- 8. CONTRACTUAL PREREQUISITES.** This Agreement must first be executed by the Service Provider, after which the Agreement shall be approved as to form by the City Attorney, then executed by the Mayor, or an authorized person on behalf of the City, and if executed by the Mayor shall also be executed by the City Clerk.

- A. Service Provider is advised that any recommendation for Agreement award is not binding on the City until the Agreement is fully executed and approved by the City.
- B. All proof of business license, insurance, and W-9 forms is required prior to execution of this Agreement.
- C. Service Provider shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 26 of this Agreement.

9. SERVICE PROVIDER'S SERVICES.

- A. Service Provider shall perform only the type or category of services as set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 13 of this Agreement.
- B. The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A and are subject to the direction of the City Manager or Department Director. Service Provider hereby designates its Project Manager, as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the scope of services under this Agreement.

10. COMPENSATION. City shall pay Service Provider for the services performed pursuant to the terms of this Agreement and based on the hourly rates and fees set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." Under no circumstances shall the Service Provider perform work in excess of the amount stated in the not to exceed amount listed in Section 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the City Council.

- A. Adjustments are subject to approval by the City. Any allowable request for adjustment must be delivered to the City at least 30 days before the adjusted prices become effective. No price adjustment allowable under this Contract will be granted retroactively. The City must also be given the benefit of any decline in prices.
- B. Rates may be adjusted solely to reflect revisions to prevailing labor rates issued by the Secretary of Labor or to account for equitable adjustments arising from unforeseen cost increases incurred by the Service Provider, including tariffs or other unexpected circumstances.

11. PAYMENT & INVOICES. City shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the City disputes one or more items in an invoice, the City shall, within thirty (30) days after receipt of such invoice, notify the Service Provider of the item(s) being disputed and the reason(s) therefore. The City may withhold payment for such disputed items until resolution of the dispute.

- A. Payment Request. Service Provider shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: pwinvoices@oxnard.org.
- B. Non-Appropriation of Funds. Payments to be made to Service Provider by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.
- C. Service Provider's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Service Provider for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Service Provider for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Service Provider and its employees, agents and Subcontracted Service Providers.
- D. Service Provider shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Service Provider or materials or products provided to City by Service Provider, Service Provider shall pay the sales tax. City shall not reimburse Service Provider for sales taxes paid by Service Provider

- 12. OPTION TO EXTEND AGREEMENT.** When in the City's best interest, this Agreement may only be extended, if the City, in its discretion, exercises an option term in accordance with Section 4 subparagraphs (B) and (C) of this Agreement. The initial term, plus any option to extend shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 4(B), then this Agreement shall not be extended.**
- 13. MODIFICATION OF AGREEMENT.** This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment. The City may request that the Service Provider perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the City to be necessary for the proper completion of the project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement or any Task Order issued under this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services under this Agreement or Task Order.
- 14. TERMINATION OF AGREEMENT.** City may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 22 of this agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. City shall be liable to Service Provider only for work done by Service Provider up to and including the date of termination of this Agreement unless the termination is for cause, in which event Service Provider need be compensated only to the extent required by law. Service Provider may terminate this Agreement at any time during the term of the Agreement by giving the City sixty (60) calendar days' written notice.
- 15. [RESERVED]**
- 16. INDEPENDENT CONTRACTOR.** Service Provider is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Service Provider or any of its employees, except as stated in this Agreement. Service Provider has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Service Provider. This Agreement shall not be interpreted to prevent or preclude Service Provider from rendering any services for Service Provider's own account or to any other person or entity as Service Provider in its sole discretion shall determine;

provided, however, that performing such services shall not materially interfere with the Services the Service Provider shall perform for the City. The City retains the right to provide general instructions to and observe the Service Provider in the performance of all services done on behalf of the City.

Service Provider and its employees, subcontractors, and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Service Provider and its employees are not employees of City. Service Provider and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Service Provider shall not, at any time or in any manner, represent that it or any of its agents, subcontractors, or employees are in any manner agents, subcontractors, or employees of City.

17. LAWFUL PERFORMANCE. Service Provider shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. Service Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

18. SAFETY REQUIREMENTS. Service Provider shall not perform any services for the City when the Service Provider is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the City's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The City reserves the right to issue restraining or cease and desist orders to Service Provider when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of Service Provider 's work by City shall not operate as a release of the Service Provider from such standard of care and workmanship.

19. OWNERSHIP OF SERVICE PROVIDER'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE.

City shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by Service Provider in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by City.

- A. **Ownership of Documents.** Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Service Provider pursuant to or in connection with this Agreement shall be the exclusive property of the City.
- B. **Records and Inspections.** The Service Provider shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The City shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.
- C. **Deliverables.** Service Provider shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services or Task Order; and Service Provider shall, upon completion of all work, submit to the City all information developed in the course of the Service Provider 's services. Service Provider shall, in such time and in such form as the City may require, furnish reports concerning the status of services required under this Agreement. Service Provider shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all material furnished to Service Provider by the City.
- D. **Confidentiality.** Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. Service Provider may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for Service Provider to perform its obligations pursuant to this Agreement. If Service Provider is granted such access to confidential information, Service Provider shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

- E. Disclosure of Information. Service Provider shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Service Provider by the City or other information to which the Service Provider has had access during the term of this Agreement without the prior written approval of the City's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.
- F. No Warranty. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Service Provider in reliance on any Confidential Information disclosed under this Agreement.

20. ASSIGNMENT. This Agreement is for the non-professional services of Service Provider. Any attempt by Service Provider to assign the benefits or burdens of this Agreement without the prior written approval of City shall be prohibited and shall be null and void. Service Provider's services pursuant to this Agreement shall be provided by the Service Provider's Designated Representative or directly under his/her supervision, and Service Provider shall not assign another to supervise the Service Provider's performance of this Agreement without the prior written approval of City, by and through the City's Designated Representative.

21. NOTICE OF BREACH AND OPPORTUNITY TO CURE. Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 22.

22. NOTICES. All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 7. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual

delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

23. COVENANTS AND CONDITIONS. Each term and each provision of this Agreement to be performed by Service Provider shall be construed to be both a covenant and a condition.

24. WAIVER. City's review or acceptance of, or payment for, work product prepared by Service Provider under this Agreement will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Service Provider's performance. A waiver by City of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

25. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

- A. As a separate and independent covenant from Service Provider's obligations under this section, Service Provider shall to the fullest extent permitted by law, immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from Service Provider's negligence or willful misconduct in the performance of the services described in this Agreement or failure to comply with any of its obligations contained in this Agreement. Service Provider's liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Service Provider's obligation to indemnify and defend applies unless it is proven such liabilities covered by this Section are the result of negligence or willful misconduct of any of the Indemnitees.
- B. The duty to defend is a separate and distinct obligation from Service Provider's duty to indemnify. Service Provider shall be obligated to defend in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Service Provider of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation

negligence or willful misconduct by any of the Indemnitees shall not relieve Service Provider from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Service Provider asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the negligence or willful misconduct of any of the Indemnitees, Service Provider may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

- C. The review, acceptance or approval of Service Provider's work or work product by any of the Indemnitees shall not affect, relieve or reduce Service Provider's indemnification or defense obligations. Service Provider waives any right of contribution against City or any of City's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by Service Provider pursuant to this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to Section 26. The Service Provider's obligations under this Section of the Agreement shall survive the termination of the Agreement.
- D. Service Provider agrees to pay all required taxes on amounts paid to Service Provider under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Service Provider shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Service Provider's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Service Provider under this Agreement any amount due to City from Service Provider as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

26. INSURANCE. Service Provider shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Service Provider obtain and maintain such insurance coverages. Such insurance must be issued by a company

satisfactory to the Risk Manager. Service Provider shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in “Exhibit C”. Maintenance of insurance coverages by Service Provider is a material element of this Agreement. Service Provider’s failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

27. LIVING WAGE REQUIREMENTS. During the term of this Agreement, Service Provider understands and agrees that if Living Wages are applicable subject to the 2002 Oxnard City Council Living Wage Policy, attached as “Exhibit E” to this Agreement. Service Provider will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. The duty to pay the correct wage is the responsibility of the Service Provider.

28. PREVAILING WAGE REQUIREMENTS. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees. For further information regarding Prevailing Wage Requirements please refer to Exhibit “F” attached to this Agreement.

- A. To determine if this Agreement is subject to compliance monitoring and enforcement, go to:
<https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html>
- B. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.
- C. In the event that there is a difference between the amount of wages to be paid under the City of Oxnard’s local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the Service Provider.

29. CONFLICT OF INTEREST. Service Provider covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Service Provider’s services under this

Agreement. Service Provider further covenants that in the performance of services under this Agreement, no officer, employee or agent of Service Provider having such interest shall be employed by it. In the event the City determines that Service Provider must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Service Provider shall file such Form 700 with the City Clerk's Office pursuant to the written instructions provided by the City Clerk. Acquisition or maintenance of a conflicting interest by Service Provider may result in termination of this Agreement by the City.

30. [RESERVED]

31. SUBCONTRACTING. If Service Provider requires the assistance of a subcontractor to render any services under this agreement, Consultant shall obtain prior written consent from the City before a subcontractor performs any service pursuant to this Agreement. All subcontractors shall be identified in the Scope of Work or Task Order attached to this Agreement as Exhibit A. Service Provider is fully responsible for satisfactory completion of all its subcontractors' work. All subcontractors shall be properly licensed and insured; and bonded, if applicable. Service Provider shall be responsible for all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with subcontractors performance pursuant to this Agreement or subcontractors failure to comply with any of its obligations in connection with this Agreement.

A. If Service Provider is providing Security or Janitorial Services under this Agreement and is employing independent contractors to provide such services to the City, then Service Provider shall provide the City a copy of its agreement with the independent contractors that are performing the services stated in this agreement.

32. DISPUTES. Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the City's Designated Representative, who shall reduce this decision to writing and mail a copy to the Service Provider. The decision of the City's Designated Representative shall be final and conclusive unless Service Provider requests mediation within ten (10) calendar days. Pending final decision of a dispute, the Service Provider shall proceed diligently with the performance of the Agreement and in accordance with the decision of the City's Designated Representative.

- 33. DISPUTE RESOLUTION.** Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty-five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a “blindfold” process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.
- 34. AUDIT.** City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Service Provider in preparing its billings to CITY as a condition precedent to any payment to Service Provider; or for other purposes relating to the Agreement. Service Provider will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Service Provider for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Service Provider shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Service Provider shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Service Provider shall include a copy of this Section in all contracts with its subcontractors, and Service Provider shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.
- 35. ADVERTISING AND PUBLICITY.** Service Provider shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

- 36. NONDISCRIMINATORY EMPLOYMENT.** Service Provider shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Service Provider understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Service Provider shall be responsible for such subcontractor's compliance with this Section.
- 37. FORCE MAJEURE.** Neither the Service Provider nor the City shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the City.
- 38. GOVERNING LAW.** The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.
- 39. SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.
- 40. INTEGRATED AGREEMENT.** This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.
- 41. NO THIRD-PARTY BENEFICIARY.** This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.
- 42. AUTHORITY TO EXECUTE.** Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental

entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

- 43. EXECUTION – COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.
- 44. INCONSISTENT OR CONFLICTING TERMS.** In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City's Designated Representative unless specifically agreed to in writing, and initiated by City's Designated Representative, as to each additional contractual term or condition.
- 45. ACKNOWLEDGEMENT.** By signing below, Service Provider acknowledges that it has reviewed the City's General Services Agreement terms and conditions and insurance requirements and that Service Provider hereby agrees to full compliance.

[Signatures on next page]

In witness whereof, the Parties have entered into this Agreement effective on the date as written in section 4 and upon signature of all Parties.

CITY OF OXNARD

**CCS FACILITY SERVICES -
LOS ANGELES, INC.**

☒ Luis A. Mc Arthur, Mayor² _____ Date
☐ Libertad Macias,³
Purchasing Manager

Ryan Bunn, Vice President _____ Date

Rob Carlson, CFO⁴ _____ Date

ATTEST:

Lourdes A. López, CITY Clerk _____ Date
(only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, CITY _____ Date
Attorney (always required)

² The City Council must authorize and the Mayor must execute any agreement over \$220,000.

³ The Purchasing Agent may execute any authorized agreement up to \$220,000.

⁴ The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner. If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

EXHIBIT A

GENERAL SERVICE AGREEMENT (City of Oxnard and CCS Facility Services – Los Angeles, Inc.)

SCOPE OF SERVICES

PROJECT MANAGERS: **Wastewater Treatment Plant** / Luis Ortega / 805-271-2217 / luis.ortega@oxnard.org

Water Division / Laura Camacho / 805-385-8138 / laura.camacho@oxnard.org

AWPF / Mike Love / 805-385-8342 / mike.love@oxnard.org

Del Norte Regional Recycling & Transfer Station / Darrell Smedley / 805-385-8071 / Darrell.smedley@oxnard.org

General Specifications

The Service Provider will provide clear, consistent, and professional custodial service requirements for City of Oxnard Utilities Facilities. The Service Provider will maintain a clean, safe, and professional environment across all designated locations through collaborative communication and consistent quality control.

SUPPLIES AND EQUIPMENT

The Service Provider shall furnish and provide all necessary cleaning supplies and equipment as may be required to perform the services under this Contract. All such supplies and materials shall be of the highest quality. All cleaning supplies, including but not limited to cleaning equipment, supplies, dispensers, application bottles and related are to be provided by the Service Provider. All expendable items including but not limited to paper products (i.e., toilet paper, toilet seat liners, paper towels, etc.), trash container supplies (including liners), hand soaps, room deodorant, urinal deodorant, disinfectant, enzymes, air fresheners, hand sanitizers, necessary dispensers, batteries, and other related items are to be provided by the Service Provider. Service Provider shall only provide and utilize cleaning products that are certified “green” and bear the label from a nationally recognized eco-labeling program, such as Green Seal or EPA's Safer Choice. Service Provider shall provide a list of cleaning products used along with Material Safety Data Sheets.

Service Provider shall inspect storage closets and identify out-of-date or unusable cleaning supplies, polishes, floor waxes, and other hazardous waste. Service Providers shall dispose of these items appropriately and shall NOT dispose of them in the trash, sinks, or toilets.

Service Provider shall provide and utilize only certified HEPA vacuum cleaners designed for commercial use. Vacuums shall not have had any alterations and shall be kept in good working order at all times. All equipment used in the cleaning of restrooms shall be clearly marked and shall only be used for cleaning restrooms. All mop heads shall be replaced every 3 months or sooner as required following extensive use. All toilet paper shall be no less than 2-ply.

All vehicles used in the fulfillment of this contract shall be clearly marked with the Service Provider's Company name and comply with Insurance requirements. Vehicle assignments shall be included in the monthly staff assignment sheet to be submitted with the monthly invoice, and it is a condition of payment. Vehicle insurance renewal documentation shall be submitted annually.

PERFORMANCE AND INSPECTION

The City and the Service Provider will collaborate to ensure quality standards are maintained. Periodic Inspections will be conducted by the City's Project Manager or designee. Any deficiencies will be documented and corrected promptly within 24 hours for routine issues or 4 hours for urgent matters. Repeated deficiencies may result in a formal review and potential termination of the agreement.

The City's Project Manager and/or their designated representative shall conduct inspections of the building work areas covered under this Agreement. Service Providers Contract Manager shall conduct a minimum of one (1) random inspection monthly. That inspection shall include all buildings in a given location.

The Service Provider shall have four (4) hours from the time of notification to correct any specific instances of unsatisfactory performance. Notification shall be deemed given as soon as the City representative leaves a message via phone or email notifying the Service Provider of the deficiency. Service Provider shall not receive additional compensation for time and effort to remedy instances of unsatisfactory performance.

The City reserves the right to conduct routine and unscheduled check-ins and inspections to verify that services are being performed in accordance with the Scope of Work. The Service Provider is solely responsible for determining appropriate staffing levels; however, if the City determines that services are not being performed to the standards specified in this Scope of Work, the City may require the Service Provider to modify staffing levels, supervision, or work methods as necessary to achieve compliance. Any required adjustments shall be implemented at no additional cost to the City unless otherwise agreed to in writing by both parties.

CHANGES IN WORK TO BE PERFORMED OR PLACES OF PERFORMANCE

The City may amend the work to be performed, place of performance, or both, by giving thirty (30) days written notice to the Service Provider of the effective date of such change. The City shall provide written authorization of such changes. In the event that the City amends the work to be performed, the matter of any increased compensation due to the Service Provider shall be negotiated between the parties and will be based in part on similar bid situations in this Service Agreement, if such situations exist. Any reduction shall be by the specific bid amount currently in the Service Agreement for that site.

SERVICE PROVIDER PERFORMANCE

Service Provider shall provide sufficient labor at all times to properly carry out the services to be performed under this contract and shall ensure that only competent and skilled workers are employed under this contract. Service Provider shall ensure that supervision is provided at all times while work is being performed. If the City is unsatisfied with the performance of the Service Provider's personnel, the City shall have the right to request the removal and replacement of the assigned personnel. Service provider shall remove and replace the requested personnel within 30 days.

Service Provider shall not subcontract any part of this contract without the written consent of the City. Consent will not be given to any proposed delegation which would relieve the Service Provider or Service Provider Contract.

The City shall designate spaces and routes for the storage of material, the ingress and egress of workers and equipment to the sites. All materials and equipment shall be kept strictly within these limits.

SECURITY

The Service Provider is responsible for maintaining the security of City facilities during and after custodial operations. All keys, access cards, and security codes shall be issued, tracked, and returned according to City procedures. Lost keys must be reported immediately, and the Service Provider may be liable for reasonable rekeying costs.

It is critical that all property within City facilities remain secure during performance of the Contract. Service Provider shall lock all doors after working within the building areas. All alarm systems shall be reset. Upon request, the City shall provide training for enabling and disabling alarm systems. Contract Manager is responsible to ensure all Service Provider employees are trained and understand the proper operation of City alarm systems.

When Service Providers staff pass through a closed and/or locked interior door to access work areas, they shall immediately close and/or lock the door when work is complete within that area. If the door will not lock or the alarm will not set, Service Provider shall report the issue immediately to the designated facility contact.

CONTRACT MANAGER

The Service Provider shall designate a Contract Manager to serve as the primary liaison between the Service Provider and the City's Project Manager. The Contract Manager shall be responsible for coordinating all custodial operations under this contract and ensuring compliance with all performance requirements. Responsibilities include, but are not limited to:

- Establishing and maintaining work schedules and staffing plans.
- Maintaining employee records and training documentation.
- Managing correspondence, reports, and communications with the City.
- Overseeing key and access control, including issuance and collection.
- Responding promptly to service requests and complaints.
- Managing employee performance, conduct, and safety.
- Managing product selection, inventory, and supply orders.
- Performing and documenting monthly inspections and compliance reviews.

The Contract Manager shall be available during regular business hours and shall provide a contact number for urgent communication.

The Contract Manager must demonstrate at least three (3) years of experience within the last five (5) years in managing janitorial or custodial operations of similar size and complexity. The Contract Manager must be capable of effective communication with City representatives.

The City shall designate a primary point of contact for each utility service area, including Water, Wastewater, and Environmental Resources facilities. Each designated City representative shall serve as the primary contact for day-to-day service coordination, routine requests, inquiries, and issue reporting for their respective locations. The Service Provider shall coordinate directly with the designated City point of contact for operational matters.

PRINCIPAL SUPERVISOR

The Service Provider shall designate a Principal Supervisor for each shift who will oversee the day-to-day work of custodial personnel at City facilities. The Principal Supervisor shall have full authority to act on behalf of the Service Provider in matters related to work quality, safety, and special assignments.

Duties Include:

- Providing direct supervision and support to custodial staff.
- Conducting daily walkthrough inspections to ensure quality and compliance.
- Training new employees on proper procedures, safety practices, and customer service expectations.
- Coordinating special cleaning projects and event setups.
- Ensuring work is performed safely, efficiently, and according to contract specifications.

Principal Supervisors shall have a minimum of two (2) years of supervisory experience within the last five (5) years in janitorial operations of comparable size. Supervisors assigned to secured facilities may be subject to a background screening.

Principal Supervisors shall not be simultaneously assigned to other City custodial contracts held by different Service Providers.

PERSONNEL AND TRAINING

All custodial staff shall be employees of the Service Provider and must be qualified, trained, and supervised to perform custodial duties professionally and safely. Staff assigned to secured facilities may be subject to background screening per City policy. The Service Provider shall ensure all personnel are trained in Cal/OSHA requirements, including Injury and Illness Prevention (IIPP), Hazard Communication, and Bloodborne Pathogens.

STANDARDS OF CONDUCT

The Service Provider shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity, and shall be responsible for taking such disciplinary action with respect to their employees as may be necessary. The Service Provider is also responsible for ensuring that their employees do not disturb computers, electronic equipment, papers on desks, open desk drawers or cabinets, or use City telephones, copy machines, fax machines, materials, or supplies except as authorized by the City.

The Service Provider shall be responsible for any damage created by their employees to City property and/or City employees' personal property. Service Provider shall take a time-stamped photo of any damage. Photos shall include a brief explanation and shall be electronically sent to the City Contract Supervisor the following morning. Service Provider shall pay to the City, on demand, the cost of all repairs to or replacement of property made necessary by any of the operations of Service Provider employees under this Contract.

Service Provider shall ensure their employees present a neat appearance and conduct themselves in a courteous and professional manner.

All janitorial services operations shall be conducted as quietly as possible and shall conform to all current Federal, State, County, and City regulations. Only authorized Service Provider employees are allowed within City buildings during the execution of this contract. Service Provider's employees shall not be accompanied in their work area by acquaintances, family members, or any other person unless such person is an authorized Service Provider employee.

ABSENTEEISM

Service Provider shall provide qualified relief personnel as necessary to ensure that each assignment is performed daily per Contract specifications, regardless of employee absenteeism.

If staff is changed for any period longer than three (3) days, the Service Provider shall notify the City's Project Manager in writing. Changes shall be indicated on the staffing assignment sheet submitted with the monthly invoice. Service Provider shall not assign a new employee to this contract until completion of the background check and required training. Relief personnel shall be fully qualified for the position they are fulfilling.

RECORDS

The Service Provider shall maintain full and accurate records with respect to all services and matters covered under this Contract. The City shall have free access at all reasonable times to such records, have the right to examine and audit records, to make transcripts therefrom, and to inspect all program data, documents, proceedings, labor records, and activities.

The Service Provider shall maintain a Safety Data Sheet (SDS) binder at each location. Binder shall include the SDS for each chemical used at the site.

The Service Provider shall maintain a daily work log at each location. At a minimum, this log shall contain date, time, work complete and the name of the employee who performed the work.

The Service Provider shall provide certified payroll and any absenteeism notifications with the monthly invoice. The monthly invoice will not be processed for payment without these reports.

SPECIAL SAFETY STANDARDS

The contractor shall adhere to all special safety standards required for custodial operations, ensuring the highest level of safety and compliance. This includes a thorough understanding of chemical handling procedures, the ability to read and interpret Safety Data Sheets (SDS), and the implementation of proper protocols for safe chemical use. Additionally, the contractor must follow appropriate safety standards when handling biohazardous waste, such as bodily fluids from restrooms or other areas, utilizing proper Personal Protective Equipment (PPE) and effective sanitization techniques. Special emphasis is placed on the safe cleanup of drug-related waste, such as discarded needles or paraphernalia, requiring the use of specialized PPE and comprehensive disinfecting measures to ensure the safety of all personnel and the public.

ADDITIONAL SERVICES-ALL LOCATIONS

The City reserves the right to adjust the cleaning schedule or request additional cleanings to City locations as necessary. When additional cleanings are requested, the Service Provider may charge the City at the agreed upon hourly rate for work performed. The City may request an urgent cleaning where the Service Provider is expected to be on site within four (4) hours of notification, or non-urgent where the Service Provider and project manager can schedule the work as needed and more than four (4) hour notice is provided.

MONTHLY INVOICING

Separate invoices shall be provided for each operation location. Each invoice must include the following:

- Days and dates of services
- Number of employees (names included) including employee title
- Copies of daily work tickets for each site (upon request)

SPECIFIC DUTIES

Services shall be performed at the following seven (7) City locations:

1. Wastewater Treatment Plant, 6001 Perkins Road, Oxnard, CA 93033
2. Water Division, 251 South Hayes Avenue, Oxnard, CA 93030
3. Water - Blending Station No. 3, 1700 Solar Drive, Oxnard, CA 93036
4. Water - Blending Station No. 4, 3637 North Rose Avenue, Oxnard, CA 93036
5. Water - Blending Station No. 5, 908 East Pleasant Valley Road, Oxnard, CA 93033
6. Water - Advanced Water Purification Facility, 5700 Perkins Road, Oxnard, CA 93033
7. Del Norte Regional Recycling and Transfer Station, 111 Del Norte Boulevard, Oxnard, CA 93030

WASTEWATER TREATMENT PLANT

6001 Perkins Road

Oxnard, CA 93033

Service Provider shall provide services on a daily basis, beginning at 5:00 p.m., Monday through Thursday, and on alternating working Fridays for the City. Service Provider shall perform services at the following locations at the Wastewater Treatment Plant:

1. Administration Building (7,090 sq. ft.)
2. Collection Systems Building (2,400 sq. ft.)
3. Maintenance Building (2,165 sq. ft.)
4. Solids Processing Building (1,985 sq. ft.)
5. North Area Control Building (1,190 sq. ft.)
6. Plant Control Center Floor 1 (3,275 sq. ft.)
7. Plant Control Center Floor 2 (530 sq. ft.)
8. Digester Control Building (750 sq. ft.)
9. Carpeted Exercise Room (570 sq. ft.)
10. Cogeneration Control Room (1,130 sq. ft.)
11. Headworks Facility (5741 Perkins) (800 sq. ft.)

This includes all reception areas, restrooms, locker rooms, kitchenettes, and offices at all locations, as applicable.

An additional facility may be added in the future to include a new Maintenance Building of approximately 14,510 sq. ft. Service Provider shall be notified when the new site is complete and in need of routine cleaning services. Service Provider shall provide staff and resources for routine cleaning services of the new site and provide updated rates for such services.

Daily Services

Services shall be performed every day and shall include the following:

1. Empty all waste baskets and replace liners from offices, cubicles, restrooms, kitchenettes, and break rooms – dispose of materials in the correct outside building containers.
2. Empty all recycling bins (including paper shredders) from offices, cubicles, restrooms, kitchenettes, and break rooms – dispose of materials in the correct outside building containers.
3. Vacuum all carpeted areas.
4. Dust mop hard floors.
5. Spot clean walls, light switches, doors, and door frames.

6. Restrooms:
 - Clean and sanitize all restrooms, including spot cleaning tiled walls around washbasins, toilets, and urinals.
 - Disinfect all door knobs, railings, flush levers, commodes, and sinks, including undersides and tops of toilet seats.
 - Replace/refill toilet paper, toilet seat covers, hand towels, all soaps (liquid or powder), and hand sanitizer – make sure products are installed correctly in their dispensing unit.
 - Mop tile floors with disinfectant/germicidal solution.
7. Break Rooms:
 - Clean and disinfect door handles, knobs, counters, table tops, and sinks.
 - Replace/refill paper towels, soap, and hand sanitizer as needed.
 - Wipe down chairs, as necessary.
8. Conference Rooms:
 - Clean and disinfect door handles, knobs, counters, table tops, and sinks.
 - Replace/refill paper towels, soap, and hand sanitizer as needed.
 - Wipe down chairs, as necessary.
9. Kitchenettes:
 - Clean and disinfect door handles, knobs, counters, table tops, and sinks.
 - Wipe down chairs, as necessary.
10. Lobbies:
 - Clean and disinfect door handles, knobs, counters, table tops, and sinks.
 - Wipe down chairs, as necessary.
11. Pour water down all floor drains for odor control.
12. Clean and polish all chrome fixtures and mirrors.
13. Secure all windows and doors prior to leaving.
14. Turn off lights.

Weekly Services

Services shall be performed once a week and shall include the following:

1. Mop hard surface floors.
2. Dust and polish all flat surfaces, including desk tops, counter tops, file cabinets, windowsills, door jams, book shelves, etc.
3. Clean all furniture as needed.
4. Clean and sanitize shower stalls.

5. Treat all drains with bacterial enzymes (urinals, sinks, toilets, and floor drains).
6. Clean and disinfect all microwaves and all toaster ovens in kitchenettes and break rooms.
7. Empty all sand urns.

Monthly Services

Services shall be performed once a month and shall include the following:

1. Replace urinal deodorizers.
2. Clean and polish stainless steel restroom stalls.

Semi-Annual Services

Services shall be performed twice a year, 6 months apart or as prescribed, and shall include the following:

1. Strip and wax all hard floor surfaces (wax/polish floors).
2. Dry clean or hot water extraction clean all carpet floor surfaces (carpet deep clean).
3. Deep clean restroom tile walls and floors.

WATER DIVISION

251 South Hayes Avenue

Oxnard, CA 93030

The Service Provider shall provide services on a daily basis, beginning at 6:00 p.m. and completing before 7:00 a.m. on Mondays through Thursdays and on alternating working Fridays for the City. Service Provider shall perform services at the following locations at the Water Division Facilities:

1. Multi-Purpose Training Facility (1,200 sq. ft.)
2. Two-Story Desalter Building (1,790 sq. ft.)
3. Water Administration Building (10,400 sq. ft.)
4. Metering Services Building (350 sq. ft.)
5. Distribution Breakrooms Building (350 sq. ft.)
6. South Distribution Administration & Warehouse Buildings (1,850 sq. ft.)

Blending Station No. 3, 1700 Solar Drive, Oxnard, CA 93036 (1,260 sq. ft.)

1. Laboratory (170 sq. ft.) with cork flooring and stainless-steel sink.
2. Control Room (190 sq. ft.) with cork flooring and Formica counters.

3. Bathroom (56 sq. ft.) with tile floor, one (1) toilet, tile/drywall walls.
4. Storage Room/Shower (84 sq. ft.) with tile floor.
5. Meeting/Break Room (368 sq. ft.) with cork flooring and Formica counters.
6. Hallway (315 sq. ft.).

Blending Station No. 4, 3637 North Rose Avenue, Oxnard, CA 93036 (200 sq. ft.)

1. Bathroom (70 sq. ft.) with tile floor, one (1) toilet, tile/rough plaster walls.
2. Office (120 sq. ft.) with linoleum square tile floor and cinder block walls.

Blending Station No. 5, 908 East Pleasant Valley Road, Oxnard, CA 93033 (160 sq. ft.)

1. Bathroom (48 sq. ft.) with concrete floor, one (1) toilet, tile/drywall walls, and storage cabinet.
2. Main Room (84 sq. ft.) with concrete floor, stainless countertops, stainless steel sink, and cinder block walls.

This includes all reception areas, restrooms, kitchenettes, and offices at all locations, as applicable.

Daily Services – Water Campus

1. Empty all waste baskets and replace liners from offices, cubicles, restrooms, kitchenettes, and break rooms – dispose of materials in the correct outside building containers.
2. Empty all recycling bins and paper shredders from offices, cubicles, restrooms, kitchenettes, and break rooms – dispose of materials in the correct outside building containers.
3. Vacuum all carpeted areas.
4. Dust and mop hard floors.
5. Clean and polish water fountains and sinks.
6. Spot clean walls, light switches, doors, and door frames.
7. Restrooms:
 - Clean and sanitize all restrooms, including spot cleaning tiled walls around washbasins, toilets, showers, and urinals.
 - Treat all drains with bacterial enzymes (urinals, sinks, toilets, and floor drains).
 - Disinfect all door knobs, railings, flush levers, commodes, and sinks, including undersides and tops of toilet seats.
 - Replace/refill toilet paper, toilet seat covers, hand towels, all soaps (liquid or powder), and hand sanitizer – make sure products are installed correctly in their dispensing unit.
 - Mop tile floors with disinfectant/germicidal solution.

8. Break Rooms:
 - Clean and disinfect door handles, knobs, counters, table tops, and sinks.
 - Replace/refill paper towels, soap, and hand sanitizer as needed.
 - Wipe down chairs, as necessary.
9. Conference Rooms:
 - Clean and disinfect door handles, knobs, counters, table tops and sinks.
 - Replace/refill paper towels, soap, and hand sanitizer as needed.
 - Wipe down chairs, as necessary.
10. Kitchenettes:
 - Clean and disinfect door handles, knobs, counters, table tops and sinks.
 - Clean and wipe all microwave and/or toaster ovens in kitchenettes and break rooms.
 - Wipe down chairs, as necessary.
11. Lobbies:
 - Clean and disinfect door handles, knobs, counters, table tops and sinks.
 - Wipe down chairs, as necessary.
12. Clean and polish all chrome fixtures and mirrors.
13. Use stainless steel cleaner on all metal surfaces.
14. Spot clean walls, light switches, doors, and door frames.
15. Spot clean carpets and upholstered office furniture.
16. Pour water down all floor drains for odor control.
17. Remove hard water deposits on all sinks.
18. Replenish all hand sanitizer dispensers and batteries as necessary in the following restrooms:
 - Administration building upstairs two (2) restrooms.
 - Administration building downstairs two (2) restrooms.
 - Desalter building front lobby two (2) restrooms.
 - Desalter building upstairs two (2) restrooms.
 - Water training facility two (2) restrooms.
 - Meter Shop two (2) restrooms.
 - Distribution Administration Building Three (3) restrooms (including the restroom at the Warehouse Building located next to Distribution Administration Building).
 - Water Campus - Distribution Breakrooms Building Two (2) restroom.
 - Blending Station Four (4) one (1) restroom.
19. Install automated battery-operated deodorizer machines on inside conference rooms, offices, and doors.
20. Secure all windows and doors prior to leaving.
21. Clean entry glass doors, both sides, and any windows on inside conference rooms, offices, and doors.
22. Turn off lights.
23. All alarm systems shall be reset.

Twice-Weekly Services – Blending Station Nos. 3, 4 and 5

1. Remove all trash and recycled materials from offices, restrooms, kitchenettes, and conference rooms. Trash and recycled materials need to be disposed of off-site.
2. Wipe out the inside of trash containers and replace all container liners, as necessary.
3. Clean and polish sinks (important to remove residual buildup due to constant running water).
4. Clean counters, table tops, and sinks in conference rooms and kitchenettes.
5. Wipe down chairs in conference rooms and kitchenettes, as necessary.
6. Restrooms:
 - Clean and disinfect all restrooms, including spot cleaning mirrors and tiled walls around wash basins, toilets, and showers.
 - Disinfect all commodes and sinks, including undersides and tops of toilet seats.
 - Mop tile floors with disinfectant/germicidal solution.
 - Replace/refill paper products (toilet seat covers, toilet tissue, hand towels) and soaps (liquid or powder) – ensure the product is installed correctly in the dispensing unit.
7. Mop/dust bare/concrete floors.
8. Pour water down all floor drains for odor control.
9. Remove hard water deposits on all sinks.
10. Replenish all hand sanitizer dispensers and batteries as necessary at Blending Station Control Rooms three (3) and five (5).
11. Secure all windows and doors prior to leaving.
12. Turn off lights.
13. All alarm systems shall be reset.

Weekly Services - Water Campus and Blending Station No. 3

1. Mop hard surface floors.
2. Dust and polish all flat surfaces, including desk tops, counter tops, file cabinets, windowsills, door jams, book shelves, etc.
3. Clean and polish all metal fixtures, such as elevator panels and stairwell railings.
4. Clean all furniture as needed.
5. Clean shower stalls.
6. Treat all drains with bacterial enzymes (urinals, sinks, toilets, and floor drains).

Monthly Services - Water Campus and Blending Station Nos. 3, 4, & 5

1. Replace urinal deodorizers.
2. Clean and polish stainless steel restroom stalls.
3. Replenish air fresheners as necessary.

Semi-Annual Services - Water Campus and Blending Station No. 3

Services shall be performed twice a year, 6 months apart or as prescribed, and shall include the following:

1. Strip and wax all hard floor surfaces (wax/polish floors).
2. Dry clean or hot water extraction clean all carpet floor surfaces (carpet deep clean).
3. Deep clean restroom tile walls and floors.

ADVANCED WATER PURIFICATION FACILITY

5700 Perkins Road

Oxnard, CA 93033

Service Provider shall provide services on a daily basis, beginning at 5:00 p.m. and completing before 7:00 a.m. on Mondays through Thursdays and on alternating working Fridays for the City. Service Provider shall perform services at the following locations at the Advanced Water Purification Facility (AWPF):

1. Administration Building including restrooms (10,848 sq. ft.)
 - 1st Floor (6,135 sq. ft.)
 - 2nd Floor (4,713 sq. ft.)
2. Conference Center, including restrooms and catering area (2,552 sq. ft.)
3. Downstairs Catering Area, Toilet and Shower (1,027 sq. ft.)

Daily Services

1. Empty all waste baskets and replace liners from offices, cubicles, restrooms, kitchenettes, and break rooms – dispose of materials in the correct outside building containers.
2. Empty all recycling bins (including paper shredders) from offices, cubicles, restrooms, kitchenettes, and break rooms – dispose of materials in the correct outside building containers.
3. Vacuum all carpeted areas.
4. Dust mop hard floors.
5. Clean and polish water fountains and sinks.
6. Spot clean walls, light switches, doors, and door frames.

7. Restrooms:
 - Clean and sanitize all restrooms, including spot cleaning tiled walls around washbasins, toilets, and urinals.
 - Disinfect all door knobs, railings, flush levers, commodes, and sinks, including undersides and tops of toilet seats.
 - Replace/refill toilet paper, toilet seat covers, hand towels, all soaps (liquid or powder), and hand sanitizer – make sure products are installed correctly in their dispensing unit.
 - Mop tile floors with disinfectant/germicidal solution.
8. Break Rooms:
 - Clean and disinfect door handles, knobs, counters, table tops, and sinks.
 - Replace/refill paper towels, soap, and hand sanitizer as needed.
 - Wipe down chairs, as necessary.
9. Conference Rooms:
 - Clean and disinfect door handles, knobs, counters, table tops, and sinks.
 - Replace/refill paper towels, soap, and hand sanitizer as needed.
 - Wipe down chairs, as necessary.
10. Kitchenettes:
 - Clean and disinfect door handles, knobs, counters, table tops, and sinks.
 - Clean and wipe all microwave and/or toaster ovens.
 - Wipe down chairs, as necessary.
11. Lobbies:
 - Clean and disinfect door handles, knobs, counters, table tops, and sinks.
 - Wipe down chairs, as necessary.
12. Pour water down all floor drains for odor control.
13. Clean and polish all chrome fixtures and mirrors.
14. Secure all windows and doors prior to leaving.
15. Clean entry glass doors, both sides, and any windows on the inside conference room, offices, and doors.
16. Turn off lights.
17. All alarm systems shall be reset.

Weekly Services

1. Mop hard surface floors.
2. Dust and polish all flat surfaces, including desk tops, counter tops, file cabinets, windowsills, door jams, book shelves, etc.
3. Clean all furniture as needed.
4. Clean and sanitize shower stalls.

5. Treat all drains with bacterial enzymes (urinals, sinks, toilets, and floor drains).
6. Clean and disinfect all microwaves and all toaster ovens in kitchenettes and break rooms.
7. Empty all sand urns.

Monthly Services

1. Replace urinal deodorizers.
2. Clean and polish stainless steel restroom stalls.

Semi-Annual Services

Services shall be performed twice a year, 6 months apart or as prescribed, and shall include the following:

1. Strip and wax all hard floor surfaces (wax/polish floors).
2. Dry clean or hot water extraction clean all carpet floor surfaces (carpet deep clean).
3. Deep clean restroom tile walls and floors.

DEL NORTE REGIONAL RECYCLING AND TRANSFER STATION

**111 South Del
Norte Boulevard
Oxnard, CA 93030**

Service Provider shall provide services on a daily basis, beginning at 5:00 p.m. (but no earlier than 6:00 p.m. for the Administration Building), Monday through Saturday, including Holidays.

1. Administration Building (10,136sq. ft.)
 - 1st Floor, including Main Entrance Lobby, & Call Center, (7,713 sq. ft.)
 - Elevator (63 sq. ft.)
 - Staircase Main Entrance Lobby
 - 2nd Floor (2,360 sq. ft.)
 - 2nd Floor Lobby and MRF Lookout Window
 - Staircase Back Employee Entrance, Lobby, and Office
2. North Side of Materials Recovery Facility (962 sq. ft.)
 - Restroom 1 (324 sq. ft.)
 - Restroom 2 (360 sq. ft) and Locker Area (278 sq. ft.)
3. Dispatch Building (700 sq. ft.)
 - Common Area (500 sq. ft.)
 - Office 1 (75 sq. ft.)
 - Office 2 (75 sq. ft.)

- Restrooms (50 sq. ft.)
- 4. Buyback Office (190 sq. ft.)
- 5. Scale House (150 sq. ft.)
- 6. Materials Recovery Facility Breakroom (400 sq. ft.)
- 7. Maintenance Shop Building (150 sq. ft.)
 - Office and Kitchenette (100 sq. ft.)
 - Restroom (50 sq. ft.)

Daily Services for all Del Norte Buildings

1. Empty all waste baskets and replace liners from offices, cubicles, restrooms, kitchenettes, and break rooms – dispose of materials in the correct outside building containers.
2. Empty all recycling bins (including paper shredders) from offices, cubicles, restrooms, kitchenettes, and break rooms – dispose of materials in the correct outside building containers.
3. Empty all exterior trash containers.
4. Vacuum all carpeted areas.
5. Dust mop hard floors.
6. Clean and polish water fountains and sinks.
7. Sweep and remove all dust, dirt, and debris from concrete surfaces, including entrance areas, patios, and sidewalks surrounding the main administrative building and buyback center.
8. Restrooms:
 - Clean and sanitize all restrooms, including spot cleaning tiled walls around washbasins, toilets, and urinals.
 - Disinfect all door knobs, railings, flush levers, commodes, and sinks, including undersides and tops of toilet seats.
 - Replace/refill toilet paper, toilet seat covers, hand towels, all soaps (liquid or powder), and hand sanitizer – make sure products are installed correctly in their dispensing unit.
 - Mop tile floors with disinfectant/germicidal solution.
9. Break Rooms:
 - Clean and disinfect door handles, knobs, counters, table tops and sinks.
 - Replace/refill paper towels, soap, and hand sanitizer as needed.
 - Wipe down chairs, as necessary.
 - Sweep and mop all hard surfaces.
 - Vacuum carpeted areas.
10. Conference Rooms:
 - Clean and disinfect door handles, knobs, counters, table tops, and sinks.
 - Replace/refill paper towels, soap, and hand sanitizer as needed.
 - Wipe down chairs, as necessary.
 - Sweep and mop all hard surfaces.

- Vacuum carpeted areas.
- 11. Kitchenettes:
 - Clean and disinfect door handles, knobs, counters, table tops, and sinks.
 - Wipe down chairs, as necessary.
- 12. Lobbies:
 - Clean and disinfect door handles, knobs, counters, table tops, and sinks.
 - Wipe down chairs, as necessary.
- 13. Use stainless steel cleaner on all metal surfaces.
- 14. Spot clean all walls, light switches, doors, and door frames.
- 15. Spot clean all carpets and all upholstered office furniture.
- 16. Clean all entry glass doors, both sides, and all windows on the inside of the offices and doors.
- 17. Pour water down all drains for odor control (floor drains).
- 18. Replenish all hand sanitizer dispensers and all batteries as necessary.
- 19. Replenish all air freshener dispensers and all batteries as necessary.
- 20. Secure all windows and doors prior to leaving.
- 21. Clean entry glass doors, both sides, and any windows on the inside conference room, offices, and doors.
- 22. Turn off lights.

Weekly Services for all Del Norte Buildings

1. Dust all flat surfaces using a non-feather duster, including desk tops, partition tops, file cabinets, tables, window sills, window ledges, door jams, and bookshelves.
2. Clean and polish all metal fixtures such as elevator panels and stairwell railings.
3. Remove hard water deposits on all sinks and all water fountains.
4. Clean and disinfect all microwaves and all toaster ovens in kitchenettes and break rooms.
5. Wet mop all hard floor surfaces.
6. Treat all drains with bacterial enzymes (urinals, sinks, toilets, and floor drains).

Monthly Services for all Del Norte Buildings

1. Dust all high-reach areas, including shelves, ledges, vents, and HVAC grills.
2. Dust all blinds.
3. Remove spider webs.
4. Clean all baseboards, carpet edges, and corners, including stairwells.
5. Vacuum/clean all upholstered furniture.
6. All glass windows, interior and exterior, up to 15 feet in height, will be cleaned as part of this Service. Glass doors are excluded, as they are

maintained daily. Work will be performed during approved service hours with minimal disruption to occupants and operations, and all services will be completed in a professional manner with respect for the property.

Details:

- Removal of dirt, dust, bird droppings, pollen, water spots, and environmental buildup from all accessible glass surfaces.
- Cleaning of interior and exterior window panes (as specified in this bid).
- Wiping and detailing of window frames, sills, and tracks.
- Use of professional grade Squeegees, scrubbers, and purified water systems when applicable.
- Safe use of ladders, poles, or lift equipment in accordance with OSHA and site safety requirements.

Semi-Annual Services for all Del Norte Buildings

Services shall be performed twice a year, 6 months apart or as prescribed, and shall include the following:

1. Strip and wax all hard floor surfaces (wax/polish floors). This includes all restrooms, first-floor lobby area, first-floor kitchenette, second-floor kitchenette, dispatch offices and dispatch area, Materials Recovery Facility (MRF) break room, Maintenance Shop, Buy Back Office, and employee restrooms on the north side of the building.
2. Dry clean or hot water extraction clean all carpet floor surfaces (carpet deep clean). This includes the first-floor administration offices and cubicles, first-floor break room, first-floor lobby, main entrance lobby, second-floor administration offices, second-floor lobbies, and second-floor MRF lookout window stairs, all staircases, and the Call Center and cubicles.
3. Deep clean restroom tile walls and floors.

As needed Services for all Del Norte Buildings

1. Refrigerator(s) Cleaning

- Remove shelves, racks, and drawers.
- Wash removable components with: Warm water and food-safe detergent. Rinse and air-dry or wipe dry.
- Clean interior surfaces: Walls, base, ceiling, door seals/gaskets (high-risk for mold).
- Spot-treat stains, spills, or residue.
- Deodorize using approved food-safe method (no strong fragrances).

Exterior Cleaning

- Wipe down: Doors and handles, control panels, top, and visible sides.
- Remove fingerprints, grease, and dust.
- Polish stainless-steel surfaces if applicable.

EXHIBIT B

GENERAL SERVICE AGREEMENT
(City of Oxnard and CCS Facility Services – Los Angeles, Inc.)

SCHEDULE OF COMPENSATION

Compensation Schedule Base Year:	
City Location(s)	Monthly Cost
Water Campus, 251 South Hayes Avenue	\$1,805.00
Blending Station No. 3, 1700 Solar Drive	\$451.00
Blending Station No. 4, 3637 North Rose Avenue	\$322.
Blending Station No. 5, 908 East Pleasant Valley Road	\$322.
Wastewater Treatment Plant, 6001 Perkins Road	\$3,611.00
Advanced Water Purification Facility, 5700 Perkins Road	\$1,805.00
Del Norte Regional Recycling and Transfer Station, 111 Del Norte Boulevard	\$1,805.00

Additional Services As-Needed	Hourly Rate
As-Needed additional janitorial Services	\$37.50
Urgent as-needed additional janitorial services	\$45.00
As-Needed Refrigerator Cleaning (Del Norte Buildings)	\$65.00

As-Needed Floor Strip & Wax/ Polish	
City Location(s)	Cost Per Cleaning (Assume twice per year)
Water Campus, 251 South Hayes Avenue	\$1,603.00
Blending Station No. 3, 1700 Solar Drive	\$119.00
Blending Station No. 4, 3637 North Rose Avenue	N/A
Blending Station No. 5, 908 East Pleasant Valley Road	N/A
Wastewater Treatment Plant, 6001 Perkins Road	\$2,069.00
Advanced Water Purification Facility, 5700 Perkins Road	\$1,280.00
Del Norte Regional Recycling and Transfer Station, 111 Del Norte Boulevard	\$1,201.00

As-Needed Carpet Deep Cleaning	
City Location(s)	Cost Per Cleaning (Assume twice per year)
Water Campus, 251 South Hayes Avenue	\$210.00
Blending Station No. 3, 1700 Solar Drive	\$22.00
Blending Station No. 4, 3637 North Rose Avenue	N/A
Blending Station No. 5, 908 East Pleasant Valley Road	N/A
Wastewater Treatment Plant, 6001 Perkins Road	\$377.00
Advanced Water Purification Facility, 5700 Perkins Road	\$312.00
Del Norte Regional Recycling and Transfer Station, 111 Del Norte Boulevard	\$219.00

As-Needed Restroom Tile Walls and Floors Deep Cleaning	
City Location(s)	Cost Per Cleaning (Assume twice per year)
Water Campus, 251 South Hayes Avenue	\$275.00
Blending Station No. 3, 1700 Solar Drive	\$275.00
Blending Station No. 4, 3637 North Rose Avenue	N/A
Blending Station No. 5, 908 East Pleasant Valley Road	N/A
Wastewater Treatment Plant, 6001 Perkins Road	\$275.00
Advanced Water Purification Facility, 5700 Perkins Road	\$275.00
Del Norte Regional Recycling and Transfer Station, 111 Del Norte Boulevard	\$275.00

Compensation Schedule Option Year 1:	
City Location(s)	Monthly Cost
Water Campus, 251 South Hayes Avenue	\$1,859.71
Blending Station No. 3, 1700 Solar Drive	\$464.93
Blending Station No. 4, 3637 North Rose Avenue	\$332.09
Blending Station No. 5, 908 East Pleasant Valley Road	\$332.09
Wastewater Treatment Plant, 6001 Perkins Road	\$3,719.43
Advanced Water Purification Facility, 5700 Perkins Road	\$1,859.71
Del Norte Regional Recycling and Transfer Station, 111 Del Norte Boulevard	\$1,726.88

Additional Services As-Needed	Hourly Rate
As-Needed additional janitorial Services	\$38.63
Urgent as-needed additional janitorial services	\$47.74
As-Needed Refrigerator Cleaning (Del Norte Buildings)	\$66.95

As-Needed Floor Strip & Wax/ Polish	
City Location(s)	Cost Per Cleaning (Assume twice per year)
Water Campus, 251 South Hayes Avenue	\$1,651.00
Blending Station No. 3, 1700 Solar Drive	\$122.00
Blending Station No. 4, 3637 North Rose Avenue	N/A
Blending Station No. 5, 908 East Pleasant Valley Road	N/A
Wastewater Treatment Plant, 6001 Perkins Road	\$2,131.00
Advanced Water Purification Facility, 5700 Perkins Road	\$1,318.00
Del Norte Regional Recycling and Transfer Station, 111 Del Norte Boulevard	\$1,237.00

As-Needed Carpet Deep Cleaning	
City Location(s)	Cost Per Cleaning (Assume twice per year)
Water Campus, 251 South Hayes Avenue	\$212.00
Blending Station No. 3, 1700 Solar Drive	\$22.00
Blending Station No. 4, 3637 North Rose Avenue	N/A
Blending Station No. 5, 908 East Pleasant Valley Road	N/A
Wastewater Treatment Plant, 6001 Perkins Road	\$389.00
Advanced Water Purification Facility, 5700 Perkins Road	\$320.00
Del Norte Regional Recycling and Transfer Station, 111 Del Norte Boulevard	\$225.00

As-Needed Restroom Tile Walls and Floors Deep Cleaning	
City Location(s)	Cost Per Cleaning (Assume twice per year)
Water Campus, 251 South Hayes Avenue	\$283.00
Blending Station No. 3, 1700 Solar Drive	\$283.00
Blending Station No. 4, 3637 North Rose Avenue	N/A
Blending Station No. 5, 908 East Pleasant Valley Road	N/A
Wastewater Treatment Plant, 6001 Perkins Road	\$283.00
Advanced Water Purification Facility, 5700 Perkins Road	\$283.00
Del Norte Regional Recycling and Transfer Station, 111 Del Norte Boulevard	\$283.00

Compensation Schedule Option Year 2:	
City Location(s)	Monthly Cost
Water Campus, 251 South Hayes Avenue	\$1,915.51
Blending Station No. 3, 1700 Solar Drive	\$478.88
Blending Station No. 4, 3637 North Rose Avenue	\$342.05
Blending Station No. 5, 908 East Pleasant Valley Road	\$342.05
Wastewater Treatment Plant, 6001 Perkins Road	\$3,831.01
Advanced Water Purification Facility, 5700 Perkins Road	\$1,915.51
Del Norte Regional Recycling and Transfer Station, 111 Del Norte Boulevard	\$1,778.68

Additional Services As-Needed	Hourly Rate
As-Needed additional janitorial Services	\$39.78
Urgent as-needed additional janitorial services	\$47.74
As-Needed Refrigerator Cleaning (Del Norte Buildings)	\$68.00

As-Needed Floor Strip & Wax/ Polish	
City Location(s)	Cost Per Cleaning (Assume twice per year)
Water Campus, 251 South Hayes Avenue	\$1,700.99
Blending Station No. 3, 1700 Solar Drive	\$125.55
Blending Station No. 4, 3637 North Rose Avenue	N/A
Blending Station No. 5, 908 East Pleasant Valley Road	N/A
Wastewater Treatment Plant, 6001 Perkins Road	\$2,195.00
Advanced Water Purification Facility, 5700 Perkins Road	\$1,358.00
Del Norte Regional Recycling and Transfer Station, 111 Del Norte Boulevard	\$1,274.00

As-Needed Carpet Deep Cleaning	
City Location(s)	Cost Per Cleaning (Assume twice per year)
Water Campus, 251 South Hayes Avenue	\$219.00
Blending Station No. 3, 1700 Solar Drive	\$23.00
Blending Station No. 4, 3637 North Rose Avenue	N/A
Blending Station No. 5, 908 East Pleasant Valley Road	N/A
Wastewater Treatment Plant, 6001 Perkins Road	\$400.00
Advanced Water Purification Facility, 5700 Perkins Road	\$330.00
Del Norte Regional Recycling and Transfer Station, 111 Del Norte Boulevard	\$232.00

As-Needed Restroom Tile Walls and Floors Deep Cleaning	
City Location(s)	Cost Per Cleaning (Assume twice per year)
Water Campus, 251 South Hayes Avenue	\$291.00
Blending Station No. 3, 1700 Solar Drive	\$291.00
Blending Station No. 4, 3637 North Rose Avenue	N/A
Blending Station No. 5, 908 East Pleasant Valley Road	N/A
Wastewater Treatment Plant, 6001 Perkins Road	\$291.00
Advanced Water Purification Facility, 5700 Perkins Road	\$291.00
Del Norte Regional Recycling and Transfer Station, 111 Del Norte Boulevard	\$291.00

Compensation Schedule Option Year 3:	
City Location(s)	Monthly Cost
Water Campus, 251 South Hayes Avenue	\$1,972.97
Blending Station No. 3, 1700 Solar Drive	\$493.24
Blending Station No. 4, 3637 North Rose Avenue	\$352.32
Blending Station No. 5, 908 East Pleasant Valley Road	\$352.32
Wastewater Treatment Plant, 6001 Perkins Road	\$3,945.94
Advanced Water Purification Facility, 5700 Perkins Road	\$1,972.97
Del Norte Regional Recycling and Transfer Station, 111 Del Norte Boulevard	\$1,832.04

Additional Services As-Needed	Hourly Rate
As-Needed additional janitorial Services	\$40.98
Urgent as-needed additional janitorial services	\$49.17
As-Needed Refrigerator Cleaning (Del Norte Buildings)	\$71.03

As-Needed Floor Strip & Wax/ Polish	
City Location(s)	Cost Per Cleaning (Assume twice per year)
Water Campus, 251 South Hayes Avenue	\$1,752.00
Blending Station No. 3, 1700 Solar Drive	\$130.00
Blending Station No. 4, 3637 North Rose Avenue	N/A
Blending Station No. 5, 908 East Pleasant Valley Road	N/A
Wastewater Treatment Plant, 6001 Perkins Road	\$2,260.00
Advanced Water Purification Facility, 5700 Perkins Road	\$1,399.00
Del Norte Regional Recycling and Transfer Station, 111 Del Norte Boulevard	\$1,312.00

As-Needed Carpet Deep Cleaning	
City Location(s)	Cost Per Cleaning (Assume twice per year)
Water Campus, 251 South Hayes Avenue	\$225.00
Blending Station No. 3, 1700 Solar Drive	\$24.00
Blending Station No. 4, 3637 North Rose Avenue	N/A
Blending Station No. 5, 908 East Pleasant Valley Road	N/A
Wastewater Treatment Plant, 6001 Perkins Road	\$412.
Advanced Water Purification Facility, 5700 Perkins Road	\$340.
Del Norte Regional Recycling and Transfer Station, 111 Del Norte Boulevard	\$239.00

As-Needed Restroom Tile Walls and Floors Deep Cleaning	
City Location(s)	Cost Per Cleaning (Assume twice per year)
Water Campus, 251 South Hayes Avenue	\$300.00
Blending Station No. 3, 1700 Solar Drive	\$300.00
Blending Station No. 4, 3637 North Rose Avenue	N/A
Blending Station No. 5, 908 East Pleasant Valley Road	N/A
Wastewater Treatment Plant, 6001 Perkins Road	\$300.00
Advanced Water Purification Facility, 5700 Perkins Road	\$300.00
Del Norte Regional Recycling and Transfer Station, 111 Del Norte Boulevard	\$300.00

Compensation Schedule Option Year 4:	
City Location(s)	Monthly Cost
Water Campus, 251 South Hayes Avenue	\$2,032.16
Blending Station No. 3, 1700 Solar Drive	\$508.04
Blending Station No. 4, 3637 North Rose Avenue	\$362.89
Blending Station No. 5, 908 East Pleasant Valley Road	\$362.89
Wastewater Treatment Plant, 6001 Perkins Road	\$4,064.32
Advanced Water Purification Facility, 5700 Perkins Road	\$2,032.16
Del Norte Regional Recycling and Transfer Station, 111 Del Norte Boulevard	\$1,887.01

Additional Services As-Needed	Hourly Rate
As-Needed additional janitorial Services	\$42.21
Urgent as-needed additional janitorial services	\$50.65
As-Needed Refrigerator Cleaning (Del Norte Buildings)	\$73.16

As-Needed Floor Strip & Wax/ Polish	
City Location(s)	Cost Per Cleaning (Assume twice per year)
Water Campus, 251 South Hayes Avenue	\$1,804.00
Blending Station No. 3, 1700 Solar Drive	\$135.00
Blending Station No. 4, 3637 North Rose Avenue	N/A
Blending Station No. 5, 908 East Pleasant Valley Road	N/A
Wastewater Treatment Plant, 6001 Perkins Road	\$2,328.00
Advanced Water Purification Facility, 5700 Perkins Road	\$1,441.00
Del Norte Regional Recycling and Transfer Station, 111 Del Norte Boulevard	\$1,3451.00

As-Needed Carpet Deep Cleaning	
City Location(s)	Cost Per Cleaning (Assume twice per year)
Water Campus, 251 South Hayes Avenue	\$232.00
Blending Station No. 3, 1700 Solar Drive	\$24.00
Blending Station No. 4, 3637 North Rose Avenue	N/A
Blending Station No. 5, 908 East Pleasant Valley Road	N/A
Wastewater Treatment Plant, 6001 Perkins Road	\$424.00
Advanced Water Purification Facility, 5700 Perkins Road	\$350.00

As-Needed Restroom Tile Walls and Floors Deep Cleaning	
City Location(s)	Cost Per Cleaning (Assume twice per year)
Water Campus, 251 South Hayes Avenue	\$309.00
Blending Station No. 3, 1700 Solar Drive	\$309.00
Blending Station No. 4, 3637 North Rose Avenue	N/A
Blending Station No. 5, 908 East Pleasant Valley Road	N/A
Wastewater Treatment Plant, 6001 Perkins Road	\$309.00
Advanced Water Purification Facility, 5700 Perkins Road	\$309.00
Del Norte Regional Recycling and Transfer Station, 111 Del Norte Boulevard	\$309.00

EXHIBIT C

**GENERAL SERVICES AGREEMENT
(City of Oxnard and CCS Facility Services – Los Angeles, Inc.)**

INSURANCE REQUIREMENTS

Prior to contract approval, **CONSULTANT/SERVICE PROVIDER/SELLER/BIDDER** (hereafter referred to as “**SERVICE PROVIDER**”) must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

[SEE NEXT PAGES]

**INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS
(WITHOUT BUILDER'S RISK REQUIREMENT)**

1. Contractor shall obtain and maintain during the performance of any services under this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Contractor, its agents, representatives, employees or subcontractors.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

b. Business Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one-year extended reporting period, or longer upon request.

d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

1. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-D. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

2. Contractor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

3. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-D or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

4. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

6. All insurance standards applicable to Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER **A** SPECIFY COMPANY NAMES IN THIS SPACECOMPANY
LETTER **B****COVERAGES**

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR, [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Agreement				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 46250-4299 US

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
Telephone:		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to coverage. ☐ Per Occurrence ☐ Per Claim (which)	
NAMED INSURED		APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:	
TYPE OF INSURANCE		CITY AGREEMENTS/PERMITS	
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE		OTHER PROVISIONS	
☐ Claims Made Retroactive Date _____ ☐ Occurrence			
COVERAGES		LIABILITY LIMITS IN THOUSANDS \$	
		EACH OCCURRENCE	AGGREGATE
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____			
		Underwriter=s representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ Telephone: () _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows: 1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 462500-4299 US		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed _____	

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER	POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits		
Telephone:	☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)		
NAMED INSURED	APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS		
TYPE OF INSURANCE		OTHER PROVISIONS	
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER			
LIMIT OF LIABILITY		CLAIMS: Underwriter's representative for claims pursuant to this insurance.	
\$ _____ per accident, for bodily injury and property damage.		Name: _____ Address: _____ Telephone: () _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows: 1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 462500-4299 US		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I, _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed _____	

EXHIBIT D

**GENERAL SERVICES AGREEMENT
(City of Oxnard and CCS Facility Services – Los Angeles, Inc.)**

[RESERVED]

EXHIBIT E

**GENERAL SERVICES AGREEMENT
(City of Oxnard and CCS Facility Services – Los Angeles, Inc.)**

LIVING WAGE POLICY

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. Service Provider shall compensate any employee of Service Provider who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Service Provider shall pay such employee no less than \$20.06 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Service Provider shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. Service Provider agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If Service Provider fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Service Provider, effective immediately.

D. In addition, if Service Provider fails to comply with the Living Wage Policy in any manner, Service Provider shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Service Provider shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Service Provider of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2025**

Service Provider shall compensate any employee of Service Provider who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit E. While this Agreement is in effect, Service Provider shall pay such employee no less than \$20.06 per hour for each hour that such employee provides Services under this Agreement. This hourly rate shall be adjusted on July 1, 2026, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Service Provider shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Service Provider agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

b. If Service Provider fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Service Provider, effective immediately.

c. In addition, if Service Provider fails to comply with the Living Wage Policy in any manner, Service Provider shall pay to City a fine of \$500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Service Provider shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Service Provider of the amount owed.

EXHIBIT F

**GENERAL SERVICES AGREEMENT
(City of Oxnard and CCS Facility Services – Los Angeles, Inc.)**

PREVAILING WAGE

1. Service Provider acknowledges that the Project defined in the Agreement between Service Provider and CITY is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Service Provider shall perform the Project as a public work. Service Provider shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR’s rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Service Provider acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Service Provider shall post such rates at each job site covered by this Agreement.
3. Service Provider is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Service Provider shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Service Provider shall, as a penalty to City, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR’s determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Service Provider or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Service Provider shall comply with Labor Code Section 1776, which requires Service Provider and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform CITY of the location of the records.
6. Service Provider shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Service Provider shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Service Provider and each of its subcontractors shall

submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. Service Provider may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Service Provider must immediately notify City.

8. Service Provider is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Service Provider shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.

9. Service Provider acknowledges that 8 hours labor constitutes a legal day's work. Service Provider shall comply with and be bound by Labor Code Section 1810.

10. Service Provider shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Service Provider shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Service Provider or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Service Provider's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. Service Provider shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Service Provider shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Service Provider shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Service Provider shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, Service Provider shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Service Provider, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Service Provider under this Section shall survive Agreement termination.

**Bid Tabulation RFP 26-89 Custodial Services for
Public Works Utilities Facilities**

Base Year (Year 1)		Apex Team Solutions DBA Jonco Enterprises, Inc.	Base Hill, Inc	Bound Enterprises DBA Scruban	CJB Building Maintenance	CCS Facility Services	Executive Facilities Services, Inc	McCall Cleaners, LLC	Premier Property Preservation, LLC	Rich & Famous DBA Big Green Cleaning Company
Item No.	City Locations	Monthly Cost	Monthly Cost	Monthly Cost	Monthly Cost	Monthly Cost	Monthly Cost	Monthly Cost	Monthly Cost	Monthly Cost
1	Water Campus, 251 South Hayes Avenue	\$1,013.00	\$6,504.30	\$5,660.00	\$12,130.56	\$1,805.00	\$3,049.63	\$3,330.00	\$4,896.00	\$2,018.00
2	Blending Station No. 3, 1700 Solar Drive	\$342.00	\$443.48	\$590.00	\$758.16	\$451.00	\$451.80	\$263.25	\$368.67	\$312.00
3	Blending Station No. 4, 3637 North Rose Avenue	\$342.00	\$221.74	\$470.00	\$189.54	\$322.00	\$150.60	\$41.75	\$209.33	\$206.00
4	Blending Station No. 5, 908 East Pleasant Valley Road, Oxnard, CA 93033	\$264.00	\$221.74	\$470.00	\$189.54	\$322.00	\$150.60	\$33.42	\$209.33	\$206.00
5	Wastewater Treatment Plant, 6001 Perkins Road	\$7,404.00	\$4,336.20	\$8,310.00	\$12,130.56	\$3,611.00	\$5,252.14	\$4,572.00	\$6,394.67	\$3,074.00
6	Advanced Water Purification Facility, 5700 Perkins Road	\$4,676.00	\$3,794.18	\$5,110.00	\$12,130.56	\$1,805.00	\$2,033.09	\$3,013.92	\$4,796.00	\$1,995.00
7	Del Norte Regional Recycling and Transfer Station, 111 Del Norte Boulevard	\$5,688.00	\$3,695.63	\$7,190.00	\$13,983.44	\$1,676.00	\$4,066.17	\$2,650.67	\$4,530.00	\$3,087.00
Total Bid Price		\$19,729.00	\$19,217.27	\$27,800.00	\$51,512.36	\$9,992.00	\$15,154.03	\$13,905.01	\$21,404.00	\$10,898.00

EXHIBIT B-1
SCOPE OF COMPENSATION APRIL 2025

Public Works Location(s)	Estimated Weekly Hours	Monthly Cost
Water Campus, 251 South Hayes Avenue	20	\$3,375.57
Waste Water Treatment Plant, 6001 Perkins Road	34	\$5,859.67
Blending Station No. 3, 1700 Solar Drive	3	\$614.30
Blending Station No. 4, 3637 North Rose Avenue	3	\$567.68
Blending Station No. 5, 908 East Pleasant Valley Road	3	\$567.68
Advanced Water Purification Facility (AWPF), 5700 Perkins Road	15	\$2,822.73
Del Norte Regional Recycling & Transfer Station, 111 Del Norte Blvd.	27	\$4,495.21
Additional Services As-Needed		Hourly Rate
As Needed Additional Janitorial Services		\$34.21
Urgent As-Needed Additional Janitorial Services		\$42.76

Agreement 32600474 with CCS Facility Services - Los Angeles, Inc. for Custodial Services for the Public Works Utilities Divisions

Public Works & Transportation Committee
May 12, 2026

Jan Hauser
Wastewater Division Manager

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with CCS Facility Services - Los Angeles, Inc. in an amount not to exceed \$738,000 for an initial term of one year from July 1, 2026, to June 30, 2027, with the option for four consecutive one-year period extensions ending June 30, 2031, for Custodial Services for the Public Works Utilities Divisions.

- The Public Works department has contracted out custodial services for the Water, Wastewater, and Environmental Resources Divisions since the early 2000s
 - Estimated square footage for these facilities is 90,000
 - Due to approved staffing levels and operational priorities, these services will continue to be performed by a third party service provider
- Contracted services include a full compliment of cleaning and sanitation activities necessary to support daily operations

- Custodial services (Utilities + Main Library) were originally solicited together
- Upon review of the initial bids, the Purchasing Department identified that the proposals failed to provide adequate staffing coverage for the Main Library and therefore bids were rejected.
- To ensure procurement integrity and prevent delays, the Main Library services were removed from the combined solicitation. A subsequent independent solicitation was issued for the Main Library with more clearly defined operational hours to ensure accurate bidding.





Advanced Water Purification Facility - Water Division



Water Resource Recovery Facility - Wastewater Division



- Request for Bid (RFB) 26-89 Custodial Services for the Public Works Utilities Divisions
 - Advertised on February 9, 2026
 - Bids due on February 23, 2026
- The RFP was directly sent to 10 potential service providers and published on www.publicpurchase.com and the City's website
- The City received 9 bids in response to RFB 26-89
 - Reviewed and tabulated by the Purchasing Department
 - Staff determined service provider is reliable and has the operational capacity to carry out the services listed in RFB 26-89

The service provider shall provide the following services to the Public Works Utilities Divisions:

- Daily trash/ recycle disposal
- Cleaning and sanitation of breakrooms and restrooms using antibacterial cleaning agents
- Restocking of paper products
- Vaccuming, mopping, and dusting
- Optional - Carpet deep cleaning, floor waxing, and tile cleaning

The service provider shall furnish all labor materials and equipment to carry out the scope of work listed in RFB 26-89

- Monthly cost for the first year of service for the Utilities shall be \$9,992.00
 - Price does not include semi annual deep cleaning
 - Deep cleaning services are optional
- 3% increase each year thereafter
- Current agreement provides custodial services at \$17,641.29
 - Price includes semi annual deep cleaning

- Total cost for this Agreement with CCS Facility Services - Los Angeles, Inc. for Custodial Services shall not exceed \$738,000 through June 30, 2031, if all years are extended
- Funding for this Agreement has been requested for the Fiscal Year 2026-27 Proposed Budget from the following:
 - Water Operating Fund (601)
 - Wastewater Operating Fund (611)
 - Environmental Resources Fund (631)
- Funding for subsequent fiscal years will be requested through the annual budget process



End of Presentation



PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.3

DATE: May 12, 2026

TO: Public Works and Transportation Committee

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Agreement 32600473 with Executive Facilities Services, Inc. for Custodial Services at the Oxnard Main Library.

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with Executive Facilities Services, Inc. in an amount not to exceed \$675,000 for an initial term of one year from July 1, 2026, to June 30, 2027, with the option for four consecutive one-year period extensions ending June 30, 2031, for Custodial Services at the Oxnard Main Library.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/Jrt8hntI_Eg

BACKGROUND

The Public Works Department has contracted custodial services for the Oxnard Main Library (Library) since March 2025, which is not serviced by the City's custodial staff. Due to approved staffing levels and operational priorities, custodial services for this facility will continue to be performed by a third-party service provider. Contracted custodial services provide a full complement of cleaning and sanitation activities necessary to support daily operations.

The custodial services for the Oxnard Main Library (Library) were originally included in a joint solicitation with the Public Works Utility Divisions solicitation. Upon review of the initial bids, the Purchasing Department identified that the proposals failed to provide adequate staffing coverage for the required service hours specific to the Library. To ensure procurement integrity and prevent project delays, all bids were rejected. The library services were removed from the combined solicitation and new independent solicitations were issued with more clearly defined operational hours for the Library to ensure accurate bidding. A separate staff report for the library services is also on this same Public Works and Transportation Committee agenda.

DISCUSSION

On February 6, 2026, the Purchasing Department released a Request for Bid (RFB) 26-87 for custodial services for the Library facility. The RFB was directly sent to nine potential service providers and published on www.publicpurchase.com as well as the City's Purchasing website. The solicitation closed on February 20, 2026, and received ten bids, two of which were deemed non-responsive. The eight responsive bidders provided

five-year upfront pricing for monthly cleaning services at the Library as listed below in the bid tabulation:

BIDDER	FIVE-YEAR MONTHLY PRICING
Executive Facilities Services, Inc.	\$53,569.87
McCall Cleaners, Inc.	\$54,110.70
Rich & Famous, Inc. DBA Big Green Cleaning Company	\$56,125.00
CCS Facility Services-Los Angeles, Inc.	\$60,523.00
Bound Enterprises, Inc. DBA Scrubcan	\$67,800.00
S. Sarkissian Co.	\$85,000.00
Premier Property Preservation, LLC	\$110,082.44
CJB Building Maintenance DBA California's Best Janitorial	\$136,582.64

After a bid evaluation from the Purchasing Division, a determination was made that Executive Facilities Services, Inc. was the lowest responsive bidder. Additionally, Executive Facilities Services, Inc. meets all required City contractual provisions, including possession of a City business tax certificate, insurance certificates, and corporate filing with the California Secretary of State. Based upon the research performed to date, staff believes that the service provider is capable of successfully performing these services for the City. Executive Facilities Services, Inc. has provided continued satisfactory service to the City of Oxnard, Conejo Recreation and Park District, Pleasant Valley Recreation and Park District, and the City of Thousand Oaks.

Through this Agreement, the service provider will perform all of the custodial services that are identified in the scope of work as published in RFB 26-87. These services include, but are not limited to, daily trash disposal, restroom and breakroom sanitation, use of anti-bacterial cleaning agents, restocking of paper products, vacuuming, dusting, floor care including strip and wax and carpet deep clean, drain clearing, and polishing of surfaces. Under the scope of work, the service provider is also responsible for furnishing all necessary labor, equipment, and cleaning supplies.

Executive Facilities Services, Inc. has been providing custodial services for over 22 years, currently employs approximately 150 employees, and has the operational capacity to support the City's custodial needs. Additionally, Executive Facilities Services, Inc will ensure compliance with the Displaced Janitor Opportunity Act (DJOA) by offering employment to existing custodial staff in accordance with DJOA requirements. Overall, staff is confident that Executive Facilities Services, Inc can render appropriate services to the Library at competitive rates.

Executive Facilities Services, Inc. will provide these services for \$121,081.54 for the first 12 months. There is a 3% CPI increase for each extended year. The current agreement provides these custodial services for \$13,777 per month. The new Agreement with Executive Facilities Services, Inc. will provide the same scope of work for \$10,090 per month for the first year.

The following table includes Public Works' historical spending with the previous custodial service provider:

Fiscal Year	Spending	Time Period
March- June 2025	\$48,462.72	4 Months

August 2025- June 2026	\$151,548.98	11 Months
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STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The total cost for this Agreement shall not exceed \$675,000 through June 30, 2031, if all option years are exercised. Funding for this Agreement has been requested for the Fiscal Year 2026-27 Budget within the Facilities Operations Fund (7353740-53200). Funding for subsequent years will be requested through the annual budget process.

The Agreement includes an annual Consumer Price Index (CPI) adjustment of 3% for each option year. In addition, the Agreement allows for City-approved as-needed services. Funding for these services is estimated at approximately 5% of the annual Agreement amount and has been incorporated into the total estimated projected cost.

Estimated Spending Plan: Custodial Services						
	FY 26/27	FY 27/28	FY 28/29	FY 29/30	FY 30/31	TOTAL
Main Library	\$127,140	\$130,952	\$134,883	\$138,929	\$143,096	\$675,000

Prepared by: Steve Howlett, Assistant Public Works Director, Ted Quiroz, Facilities Manager

ATTACHMENTS

1. Agreement 32600473
2. Bid Tabulation
3. Prior Schedule of Compensation
4. Presentation

**GENERAL SERVICE AGREEMENT
BETWEEN
THE CITY OF OXNARD AND EXECUTIVE FACILITIES SERVICES, INC.**

By This General Services Agreement ("Agreement"), the CITY of Oxnard ("City") agrees to engage the services of Executive Facilities Services, Inc. ("Service Provider"), and Service Provider agrees to perform the services for City as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. City and Service Provider may be individually referred to as "Party" or collectively as the "Parties."

1. [INTENTIONALLY OMITTED]

2. SUMMARY DESCRIPTION OF SERVICES.

This Agreement is for custodial services for the Oxnard Main Library.

The Services to be performed pursuant to this agreement are described in the Scope of Services, attached hereto as Exhibit A. Service Provider may not be the exclusive provider of services to the City. The City does not guarantee a specified amount of work under this agreement.

3. PARTIES.

City of Oxnard, a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard, California 93030

Executive Facilities Services, Inc., a corporation of the State of California, located at 1227 Flynn Road, Suite 307, Camarillo, California 93012

4. TERM OF AGREEMENT: From: July 1, 2026 To: June 30, 2027

- A. Time is of the essence in this Agreement.
- B. The City shall have the option for (4) four consecutive (1) one-year extensions, in accordance with the scope of work and general terms and conditions of the General Services Agreement.

Option 1: July 1, 2027, to June 30, 2028

Option 2: July 1, 2028, to June 30, 2029

Option 3: July 1, 2029, to June 30, 2030

Option 4: July 1, 2030, to June 30, 2031

- C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.
- D. All services required of Service Provider under this Agreement shall be completed on or before the end of the term of the Agreement.

5. AGREEMENT AMOUNT NOT TO EXCEED: \$675,000.00.¹

6. AGREEMENT EXHIBITS: The following documents memorialized below are the only exhibits to this agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

- Exhibit A: Scope of Services
- Exhibit B: Schedule of Compensation
- Exhibit C: Insurance Requirements: City Insurance Exhibit INS-D
- Exhibit D: [RESERVED]
- Exhibit E: Living Wage Policy
- Exhibit F: Prevailing Wage Policy

¹ This is not a guaranteed dollar amount. No services or work performed pursuant to a Task Order shall exceed the "Not to Exceed" Amount of the Contract or the agreed upon amount stated in the Task Order.

- 7. DESIGNATED REPRESENTATIVES.** The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally, Service Provider's services shall be performed or immediately supervised by the Service Provider's Representative:

City Designated Representative Name: Ted Quiroz Title: Facilities Manager Phone: 805-385-8082 Email: ted.quiroz@oxnard.org Address: 1060 Pacific Ave., Bldg. 3 Oxnard, California 93030	Service Provider Designated Representative Name: RJ Storm-Larsen Title: Director of Business Development Phone: 805-705-4195 Email: rjstorm-larzen@execservices.biz Address: 1227 Flynn Road, Suite 307 Camarillo, California 93012
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- 8. CONTRACTUAL PREREQUISITES.** This Agreement must first be executed by the Service Provider, after which the Agreement shall be approved as to form by the City Attorney, then executed by the Mayor, or an authorized person on behalf of the City, and if executed by the Mayor shall also be executed by the City Clerk.

- A. Service Provider is advised that any recommendation for Agreement award is not binding on the City until the Agreement is fully executed and approved by the City.
- B. All proof of business license, insurance, and W-9 forms is required prior to execution of this Agreement.
- C. Service Provider shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 26 of this Agreement.

9. SERVICE PROVIDER'S SERVICES.

- A. Service Provider shall perform only the type or category of services as set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 13 of this Agreement.
- B. The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A and are subject to the direction of the City Manager or Department Director. Service Provider hereby designates its Project Manager, as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the scope of services under this Agreement.

10. COMPENSATION. City shall pay Service Provider for the services performed pursuant to the terms of this Agreement and based on the hourly rates and fees set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." Under no circumstances shall the Service Provider perform work in excess of the amount stated in the not to exceed amount listed in Section 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the City Council.

- A. Adjustments are subject to approval by the City. Any allowable request for adjustment must be delivered to the City at least 30 days before the adjusted prices become effective. No price adjustment allowable under this Contract will be granted retroactively. The City must also be given the benefit of any decline in prices.
- B. Rates may be adjusted solely to reflect revisions to prevailing labor rates issued by the Secretary of Labor or to account for equitable adjustments arising from unforeseen cost increases incurred by the Service Provider, including tariffs or other unexpected circumstances.

11. PAYMENT & INVOICES. City shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the City disputes one or more items in an invoice, the City shall, within thirty (30) days after receipt of such invoice, notify the Service Provider of the item(s) being disputed and the reason(s) therefore. The City may withhold payment for such disputed items until resolution of the dispute.

- A. Payment Request. Service Provider shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: pfinvoices@oxnard.org.
- B. Non-Appropriation of Funds. Payments to be made to Service Provider by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.
- C. Service Provider's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Service Provider for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Service Provider for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Service Provider and its employees, agents and Subcontracted Service Providers.
- D. Service Provider shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Service Provider or materials or products provided to City by Service Provider, Service Provider shall pay the sales tax. City shall not reimburse Service Provider for sales taxes paid by Service Provider

- 12. OPTION TO EXTEND AGREEMENT.** When in the City's best interest, this Agreement may only be extended, if the City, in its discretion, exercises an option term in accordance with Section 4 subparagraphs (B) and (C) of this Agreement. The initial term, plus any option to extend shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 4(B), then this Agreement shall not be extended.**
- 13. MODIFICATION OF AGREEMENT.** This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment. The City may request that the Service Provider perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the City to be necessary for the proper completion of the project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement or any Task Order issued under this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services under this Agreement or Task Order.
- 14. TERMINATION OF AGREEMENT.** City may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 22 of this agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. City shall be liable to Service Provider only for work done by Service Provider up to and including the date of termination of this Agreement unless the termination is for cause, in which event Service Provider need be compensated only to the extent required by law. Service Provider may terminate this Agreement at any time during the term of the Agreement by giving the City sixty (60) calendar days' written notice.
- 15. [RESERVED]**
- 16. INDEPENDENT CONTRACTOR.** Service Provider is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Service Provider or any of its employees, except as stated in this Agreement. Service Provider has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Service Provider. This Agreement shall not be interpreted to prevent or preclude Service Provider from rendering any services for Service Provider's own account or to any other person or entity as Service Provider in its sole discretion shall determine;

provided, however, that performing such services shall not materially interfere with the Services the Service Provider shall perform for the City. The City retains the right to provide general instructions to and observe the Service Provider in the performance of all services done on behalf of the City.

Service Provider and its employees, subcontractors, and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Service Provider and its employees are not employees of City. Service Provider and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Service Provider shall not, at any time or in any manner, represent that it or any of its agents, subcontractors, or employees are in any manner agents, subcontractors, or employees of City.

17. LAWFUL PERFORMANCE. Service Provider shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. Service Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

18. SAFETY REQUIREMENTS. Service Provider shall not perform any services for the City when the Service Provider is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the City's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The City reserves the right to issue restraining or cease and desist orders to Service Provider when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of Service Provider 's work by City shall not operate as a release of the Service Provider from such standard of care and workmanship.

19. OWNERSHIP OF SERVICE PROVIDER'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE.

City shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by Service Provider in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by City.

- A. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Service Provider pursuant to or in connection with this Agreement shall be the exclusive property of the City.
- B. Records and Inspections. The Service Provider shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The City shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.
- C. Deliverables. Service Provider shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services or Task Order; and Service Provider shall, upon completion of all work, submit to the City all information developed in the course of the Service Provider 's services. Service Provider shall, in such time and in such form as the City may require, furnish reports concerning the status of services required under this Agreement. Service Provider shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all material furnished to Service Provider by the City.
- D. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. Service Provider may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for Service Provider to perform its obligations pursuant to this Agreement. If Service Provider is granted such access to confidential information, Service Provider shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

- E. Disclosure of Information. Service Provider shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Service Provider by the City or other information to which the Service Provider has had access during the term of this Agreement without the prior written approval of the City's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.
- F. No Warranty. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Service Provider in reliance on any Confidential Information disclosed under this Agreement.

20. ASSIGNMENT. This Agreement is for the non-professional services of Service Provider. Any attempt by Service Provider to assign the benefits or burdens of this Agreement without the prior written approval of City shall be prohibited and shall be null and void. Service Provider's services pursuant to this Agreement shall be provided by the Service Provider's Designated Representative or directly under his/her supervision, and Service Provider shall not assign another to supervise the Service Provider's performance of this Agreement without the prior written approval of City, by and through the City's Designated Representative.

21. NOTICE OF BREACH AND OPPORTUNITY TO CURE. Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 22.

22. NOTICES. All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 7. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual

delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

23. COVENANTS AND CONDITIONS. Each term and each provision of this Agreement to be performed by Service Provider shall be construed to be both a covenant and a condition.

24. WAIVER. City's review or acceptance of, or payment for, work product prepared by Service Provider under this Agreement will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Service Provider's performance. A waiver by City of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

25. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

- A. As a separate and independent covenant from Service Provider's obligations under this section, Service Provider shall to the fullest extent permitted by law, immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from Service Provider's negligence or willful misconduct in the performance of the services described in this Agreement or failure to comply with any of its obligations contained in this Agreement. Service Provider's obligations subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Service Provider's obligation to indemnify and defend applies unless it is proven such liabilities covered by this Section are the result of negligence or willful misconduct of any of the Indemnitees.
- B. The duty to defend is a separate and distinct obligation from Service Provider's duty to indemnify. Service Provider shall be obligated to defend in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Service Provider of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation

negligence or willful misconduct by any of the Indemnitees shall not relieve Service Provider from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Service Provider asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the negligence or willful misconduct of any of the Indemnitees, Service Provider may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

- C. The review, acceptance or approval of Service Provider's work or work product by any of the Indemnitees shall not affect, relieve or reduce Service Provider's indemnification or defense obligations. Service Provider waives any right of contribution against City or any of City's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by Service Provider pursuant to this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to Section 26. The Service Provider's obligations under this Section of the Agreement shall survive the termination of the Agreement.
- D. Service Provider agrees to pay all required taxes on amounts paid to Service Provider under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Service Provider shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Service Provider's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Service Provider under this Agreement any amount due to City from Service Provider as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

26. INSURANCE. Service Provider shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Service Provider obtain and maintain such insurance coverages. Such insurance must be issued by a company

satisfactory to the Risk Manager. Service Provider shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". Maintenance of insurance coverages by Service Provider is a material element of this Agreement. Service Provider's failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

27. LIVING WAGE REQUIREMENTS. During the term of this Agreement, Service Provider understands and agrees that if Living Wages are applicable subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit E" to this Agreement. Service Provider will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. The duty to pay the correct wage is the responsibility of the Service Provider.

28. PREVAILING WAGE REQUIREMENTS. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees. For further information regarding Prevailing Wage Requirements please refer to Exhibit "F" attached to this Agreement.

- A. To determine if this Agreement is subject to compliance monitoring and enforcement, go to:
<https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html>
- B. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.
- C. In the event that there is a difference between the amount of wages to be paid under the City of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the Service Provider.

29. CONFLICT OF INTEREST. Service Provider covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Service Provider's services under this Agreement. Service Provider further covenants that in the performance of services under this Agreement, no officer, employee or agent of Service Provider having such interest shall be employed by it. In the event the City determines that Service Provider must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Service Provider shall file such Form 700 with the City Clerk's Office pursuant to the written instructions provided by the City Clerk. Acquisition or maintenance of a conflicting interest by Service Provider may result in termination of this Agreement by the City.

30. [RESERVED]

31. SUBCONTRACTING. If Service Provider requires the assistance of a subcontractor to render any services under this agreement, Consultant shall obtain prior written consent from the City before a subcontractor performs any service pursuant to this Agreement. All subcontractors shall be identified in the Scope of Work or Task Order attached to this Agreement as Exhibit A. Service Provider is fully responsible for satisfactory completion of all its subcontractors' work. All subcontractors shall be properly licensed and insured; and bonded, if applicable. Service Provider shall be responsible for all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with subcontractors performance pursuant to this Agreement or subcontractors failure to comply with any of its obligations in connection with this Agreement.

A. If Service Provider is providing Security or Janitorial Services under this Agreement and is employing independent contractors to provide such services to the City, then Service Provider shall provide the City a copy of its agreement with the independent contractors that are performing the services stated in this agreement.

32. DISPUTES. Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the City's Designated Representative, who shall reduce this decision to writing and mail a copy to the Service Provider. The decision of the City's Designated Representative shall be final and conclusive unless Service Provider requests mediation within ten (10) calendar days. Pending final decision of a dispute, the Service Provider shall proceed diligently with the performance of the Agreement and in accordance with the decision of the City's Designated Representative.

- 33. DISPUTE RESOLUTION.** Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty-five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a “blindfold” process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.
- 34. AUDIT.** City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Service Provider in preparing its billings to CITY as a condition precedent to any payment to Service Provider; or for other purposes relating to the Agreement. Service Provider will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Service Provider for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Service Provider shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Service Provider shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Service Provider shall include a copy of this Section in all contracts with its subcontractors, and Service Provider shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.
- 35. ADVERTISING AND PUBLICITY.** Service Provider shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

- 36. NONDISCRIMINATORY EMPLOYMENT.** Service Provider shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Service Provider understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Service Provider shall be responsible for such subcontractor's compliance with this Section.
- 37. FORCE MAJEURE.** Neither the Service Provider nor the City shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the City.
- 38. GOVERNING LAW.** The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.
- 39. SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.
- 40. INTEGRATED AGREEMENT.** This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.
- 41. NO THIRD-PARTY BENEFICIARY.** This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.
- 42. AUTHORITY TO EXECUTE.** Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental

entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

- 43. EXECUTION – COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.
- 44. INCONSISTENT OR CONFLICTING TERMS.** In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City's Designated Representative unless specifically agreed to in writing, and initiated by City's Designated Representative, as to each additional contractual term or condition.
- 45. ACKNOWLEDGEMENT.** By signing below, Service Provider acknowledges that it has reviewed the City's General Services Agreement terms and conditions and insurance requirements and that Service Provider hereby agrees to full compliance.

[Signatures on next page]

In witness whereof, the Parties have entered into this Agreement effective on the date as written in section 4 and upon signature of all Parties.

CITY OF OXNARD

EXECUTIVE FACILITIES SERVICES, INC.

☐ Luis A. Mc Arthur, Mayor² Date
☐ Libertad Macías,³
 Purchasing Manager

 Jim Ferraro, CEO Date

 Debbie Ferraro, CFO⁴ Date

ATTEST:

 Lourdes A. López, CITY Clerk Date
 (only if Mayor signs)

APPROVED AS TO FORM:

 Stephen M. Fischer, CITY Date
 Attorney (always required)

² The City Council must authorize and the Mayor must execute any agreement over \$220,000.

³ The Purchasing Agent may execute any authorized agreement up to \$220,000.

⁴ The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
 - For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
 - For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.
- If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

EXHIBIT A

GENERAL SERVICE AGREEMENT (City of Oxnard and Executive Facilities Services, Inc.)

SCOPE OF SERVICES

PROJECT MANAGER: Sherry Thomas / 805-760-3911 / sherry.thomas@oxnard.org

General Specifications

The Service Provider is to establish clear, consistent, and professional custodial service requirements for City of Oxnard Main Library. The Service Provider will maintain a clean, safe, and professional environment across all designated locations through collaborative communication and consistent quality control.

SUPPLIES AND EQUIPMENT

The City of Oxnard will provide custodial supplies and equipment required for cleaning at the Main Library.

This includes:

1. Paper Products: Supplies for restrooms and break rooms, including seat covers, paper towels, toilet paper, sanitary replacement bags, and can liners.
2. Hand Soap: Provided for all dispensers in restrooms and break rooms.
3. Cleaning Chemicals: Primarily Waxie products are used in the dilution system, along with other cleaning solutions provided in gallon containers as needed. Urinal screens and air fresheners.
4. Equipment: Includes mop buckets, vacuums, dust mops, cleaning rags, high-speed burnishers, spray bottles, and cleaning carts.
5. The Service Provider is responsible for providing all Personal Protective Equipment (PPE) for their staff, including gloves, eye protection, and clothing protectants, ensuring they are suitable for safe handling of cleaning chemicals and tasks.

All items must be kept properly labeled in compliance with Safety Data Sheet (SDS) standards. The City's Custodial Supervisor maintains an SDS booklet, available for reference to ensure safe and correct usage of chemicals and supplies.

All vehicles used in the fulfillment of this contract shall be clearly marked with the Service Provider's Company name and comply with Insurance requirements. Vehicle assignments shall be included in the monthly staff assignment sheet to be submitted with the monthly invoice, and is a condition of payment. Vehicle insurance renewal documentation shall be submitted annually.

PERFORMANCE AND INSPECTION

The City and the Service Provider will collaborate to ensure quality standards are maintained. Periodic Inspections will be conducted by the City's Project Manager or designee. Any deficiencies will be documented and corrected promptly within 24 hours for routine issues or 4 hours for urgent matters. Repeated deficiencies may result in a formal review and potential termination to the contract.

The City's Project Manager and/or their designated representative shall conduct inspections of the building work areas covered under this Contract. Service Providers Contract Manager shall conduct a minimum of one (1) random inspection monthly. That inspection shall include all buildings in a given location.

The Service Provider shall have four (4) hours from the time of notification to correct any specific instances of unsatisfactory performance. Notification shall be deemed given as soon as the City representative leaves a message via phone or email notifying the Service Provider of the deficiency. Service Provider shall not receive additional compensation for time and effort to remedy instances of unsatisfactory performance.

CHANGES IN WORK TO BE PERFORMED OR PLACES OF PERFORMANCE

The City may amend the work to be performed, place of performance, or both, by giving thirty (30) days' written notice to the Service Provider of the effective date of such change. The City shall provide written authorization of such changes. In the event that the City amends the work to be performed, the matter of any increased compensation due to the Service Provider shall be negotiated between the parties and will be based in part on similar bid situations in this Service Agreement, if such situations exist. Any reduction shall be by the specific bid amount currently in the Service Agreement for that site.

SERVICE PROVIDER PERFORMANCE

Service Provider shall provide sufficient labor at all times to properly carry out the services to be performed under this contract and shall ensure that only competent and skilled workers are employed under this contract. Service Provider shall ensure that supervision is provided at all times while work is being performed. If the City is unsatisfied with the performance of the Service Provider's personnel, the City shall have the right to request the removal and replacement of the assigned personnel. Service provider shall remove and replace the requested personnel within 30 days.

Service Provider shall not subcontract any part of this contract without the written consent of the City. Consent will not be given to any proposed delegation that would relieve the Service Provider or Service Provider Contract.

The City shall designate spaces and routes for the storage of material, the ingress and egress of workers and equipment to the sites. All materials and equipment shall be kept strictly within these limits.

SECURITY

The Service Provider is responsible for maintaining the security of the Main Library during and after custodial operations. All keys, access cards, and security codes shall be issued, tracked, and returned according to City procedures. Lost keys must be reported immediately, and the Service Provider may be liable for reasonable rekeying costs.

It is critical that all property within the Main Library remain secure during performance of the Contract. Service Provider shall lock all doors after working within the building areas. All alarm systems shall be reset. Upon request, the City shall provide training for enabling and disabling alarm systems. Contract Manager is responsible for ensuring all Service Provider employees are trained and understand the proper operation of City alarm systems.

When Service Providers staff passes through a closed and/or locked interior door to access work areas, they shall immediately close and/or lock the door when work is complete within that area. If the door will not lock or the alarm will not set, Service Provider shall report the issue immediately to the designated facility contact.

CONTRACT MANAGER

The Service Provider shall designate a Contract Manager to serve as the primary liaison between the Service Provider and the City's Project Manager. The Contract Manager shall be responsible for coordinating all custodial operations under this contract and ensuring compliance with all performance requirements. Responsibilities include, but are not limited to:

- Establishing and maintaining work schedules and staffing plans.
- Maintaining employee records and training documentation.
- Managing correspondence, reports, and communications with the City.
- Overseeing key and access control, including issuance and collection.
- Responding promptly to service requests and complaints.
- Monitoring employee performance, conduct, and safety.
- Managing product selection, inventory, and supply orders.
- Performing and documenting monthly inspections and compliance reviews.

The Contract Manager shall be available during regular business hours and shall provide a contact number for urgent communication.

The Contract Manager must demonstrate at least three (3) years of experience within the last five (5) years in managing janitorial or custodial operations of similar size and complexity. The Contract Manager must be capable of effective communication with City representatives.

PRINCIPAL SUPERVISOR

The Service Provider shall designate a Principal Supervisor for each shift who will oversee the day-to-day work of custodial personnel at the Main Library. The Principal Supervisor shall have full authority to act on behalf of the Service Provider in matters related to work quality, safety, and special assignments.

Duties Include:

- Providing direct supervision and support to custodial staff.
- Conducting daily walkthrough inspections to ensure quality and compliance.
- Training new employees on proper procedures, safety practices, and customer service expectations.
- Coordinating special cleaning projects and event setups.
- Ensuring work is performed safely, efficiently, and according to contract specifications.

Principal Supervisors shall have a minimum of two (2) years of supervisory experience within the last five (5) years in janitorial operations of comparable size. Supervisors assigned to secured facilities may be subject to a background screening.

Principal Supervisors shall not be simultaneously assigned to other City custodial contracts held by different service providers.

PERSONNEL AND TRAINING

All custodial staff shall be employees of the Service Provider and must be qualified, trained, and supervised to perform custodial duties professionally and safely. Staff assigned to secured facilities may be subject to background screening per City policy. The Service Provider shall ensure all personnel are trained in Cal/OSHA requirements, including Injury and Illness Prevention (IIPP), Hazard Communication, and Bloodborne Pathogens.

STANDARDS OF CONDUCT

The Service Provider shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to their employees as may be necessary. The Service Provider is also responsible for ensuring that their employees do not disturb computers, electronic equipment, papers on desks, open desk drawers or cabinets, or use City telephones, copy machines, fax machines, materials or supplies except as authorized by the City.

The Service Provider shall be responsible for any damage created by their employees to City property and/or City employees' personal property. Service Provider shall take a

time-stamped photo of any damage. Photos shall include a brief explanation and shall be electronically sent to the City Contract Supervisor the following morning. Service Provider shall pay to the City, on demand, the cost of all repairs to or replacement of property made necessary by any of the operations of Service Provider employees under this Contract.

Service Provider shall ensure their employees present a neat appearance and conduct themselves in a courteous and professional manner.

All janitorial services operations shall be conducted as quietly as possible and shall conform to all current Federal, State, County and City regulations.

Only authorized Service Provider employees are allowed within City buildings during the execution of this contract. Service Provider's employees shall not be accompanied in their work area by acquaintances, family members or any other person unless such person is an authorized Service Provider employee.

ABSENTEEISM

Service Provider shall provide qualified relief personnel as necessary to ensure that each assignment is performed daily per Contract specifications, regardless of employee absenteeism.

If staff is changed for any period longer than three (3) days, the Service Provider shall notify the City's Project Manager in writing. Changes shall be indicated on the staffing assignment sheet submitted with the monthly invoice. Service Provider shall not assign a new employee to this contract until completion of the background check and required training. Relief personnel shall be fully qualified for the position they are fulfilling.

RECORDS

The Service Provider shall maintain full and accurate records with respect to all services and matters covered under this Contract. The City shall have free access at all reasonable times to such records, have the right to examine and audit records, to make transcripts therefrom, and to inspect all program data, documents, proceedings, labor records, and activities.

The Service Provider shall maintain a daily work log at each location. At a minimum, this log shall contain date, time, work complete and name of employee who performed the work.

The Service Provider shall provide certified payroll and any absenteeism notifications with the monthly invoice. The monthly invoice will not be processed for payment without these reports.

INVOICING

Each invoice must include the following:

- Days and dates of services
- Number of employees (names included) including employee title
- Copies of daily work tickets for each site (upon request)

MAIN LIBRARY
251 S A Street
Oxnard, CA 93030

The Main Library is a two-story facility of 72,000 square feet. Custodial staffing requirements include one daytime custodian working a total of 37 hours per week, scheduled Monday through Thursday from 11:00 a.m. to 7:00 p.m. (8 hours per day) and Saturday from 11:00 a.m. to 4:00 p.m. (5 hours). Night custodial service is provided Monday through Thursday with a start time of 7:00 p.m., and Saturday with a start time of 4:00 p.m. The end time for night custodial services is not fixed and is determined by the contractor based on the time required to complete the full scope of work. The facility is closed on holidays.

The principal items of work shall include, but not be limited to, the following, which are to be performed (5) five days per week, Monday through Thursday, and Saturday.

Each task should be completed to the highest standards to maintain a clean, safe, and welcoming environment for all library patrons and staff. Please ensure no area or detail is overlooked to meet the specified standards.

Daily Schedule (Prior to Opening to Public) Night Custodian

1. Graffiti Control
 - All interior walls, restrooms, partitions, signs, phones, and furniture shall be kept free of all graffiti and checked for signs of vandalism. All vandalism will be reported to the City of Oxnard's Custodial Supervisor.
2. Trash Removal
 - Empty all trash and recycle containers throughout the building, including staff offices, restrooms, break rooms, meeting rooms, and all other interior spaces. Replace liners in all trash containers as needed, ensuring they are free from debris and residue.

- Gather any materials left by the delivery door and dispose of them in the outside recycling compactors. This includes heavy books and any other items left in this designated area. Any heavy donations left by citizens may need to be discarded by the outside delivery door.
3. Vacuuming and Floor Sweeping
 - Vacuum all carpeted areas thoroughly, ensuring there is no visible debris, dust, or lint.
 - Dust mop and/or sweep all hard floor surfaces, including lobbies, main lobby stairway, breakrooms, offices and elevators. Ensure floors are free from dust and debris with no visible streaks or smudges.
 4. Dusting
 - Complete dusting on a rotating schedule to ensure all horizontal surfaces under 60 inches are dusted at least once per month.
 - Dusting should leave surfaces free of dust, dirt, and visible residue. This includes desks, tables, shelves, file cabinets, windowsills, computer screens, and other accessible.
 5. Mopping of Hard Floors
 - Mop all hard floor surfaces, including but not limited to elevators, lobby floors, hallways, break rooms, and the children's homework center.
 - Mopping should remove any gum, visible dirt or grime, leaving floors with a streak-free, polished finish.
 6. Breakroom and Staff Lounge Cleaning
 - Clean and disinfect all surfaces in the staff lounge/breakroom daily, including tables, countertops, and sinks. Refill any dispensers.
 - Wipe down the exterior of appliances to remove fingerprints, dust, and smudges. The area should be left clean, sanitary, and free from food residue or stains.
 7. Restroom and Shower Cleaning
 - Clean mop and sanitize all restrooms and drinking fountains. Re-stock and disinfect all dispensers, dust air vents, replace aerosol air fresheners in restrooms that use them. Replace (monthly) gel air fresheners in public areas along with urinal screens.
 - Shower walls are disinfected with fixtures cleaned and polished showing no visible hard water stains.
 - Shower curtains are sprayed with disinfectant.
 - Floors are mopped and disinfected.
 - If a toilet is clogged you shall try to unclog with a plunger

before reporting the toilet to the custodial supervisor for repair. Lock stall doors and tape notice of out of order when needed.

Restrooms are considered complete when:

- All debris is swept from the floor, leaving it spotless.
 - Hard surfaces, including sinks, countertops, urinals, hand dryers, all dispensers and toilets, are cleaned, disinfected, and free from water stains and residue.
 - Stainless steel fixtures are polished to remove fingerprints and smudges, with no streaks or dull spots.
 - Dispensers are re-stocked, including soap, paper towels, seat covers, sanitary boxes and toilet paper.
 - Air vents are dusted.
8. Drinking Fountains
- Clean and sanitize all drinking fountains, leaving them free of fingerprints, smudges, and water stains. Use stainless steel polish once disinfected on the fountain and surrounding metal.
9. Elevator Cleaning
- Wipe down elevator walls using a stainless-steel cleaner or disinfectant provided the area you are cleaning has stainless steel, to remove fingerprints, smudges, and streaks.
 - Vacuum and/or mop elevator floors, leaving them free of dirt and debris, with a polished finish.
10. Lighting and Security
- Turn off lights in any area not in use. Ensure that all exterior doors remain closed and locked at all times to maintain building security.
 - Do not prop open any exterior doors. Ensure the alarm system is set when required.
 - Report any burnt-out lights or other repairs to the City's Custodial Supervisor promptly to ensure timely replacement.
11. Study Rooms and lobby
- Disinfect all study room counters, ensuring surfaces are free from dust, fingerprints, and any food residue.
 - Wipe down and disinfect the front lobby green counter, leaving it clean, sanitary, and free from visible dust, smudges, or streaks.

Daily Services During Business Hours (Morning Custodian)

1. Check and Tidy all restrooms re-stock supplies as needed. Fully clean when needed.
2. Clean all interior glass windows in lobbies and around the interior of the building on a rotating schedule to ensure all glass is cleaned within a specific period of time. This does not include entry glass doors which should be done daily inside and out (exterior side too).
3. Report any issues with the building like clogged toilets that can't be plunged and vandalism to the City's Custodial Supervisor and library staff by placing out appropriate signage to make patrons aware of hazards and containing the situation.
4. Sweep and (spot mop when needed) the 3 exterior patios 2 on the top floor and 1 on the bottom by the back staff entrance, dump the outside patio trash cans and wipe down the tables.
5. Sanitize restrooms after facilities maintenance fixes plumbing issues from overflowing toilets due to backed up sewer drains.
6. Request custodial supplies from the City's Custodial Supervisor on Fridays for delivery on Tuesdays, order enough for min 1 week of service. Supplies and equipment are not to be taken from the building.
7. Clean any door, wall or partition whether carpeted or hard surface of stains and other marks.
8. Dust and clean any display cases, Library staff can open the cases for cleaning.
9. Meeting room trash taken out in between different meetings.
10. Small kitchen used by meeting rooms fully cleaned when used.
11. Answer staff calls and handle their requests for specific areas or additional cleaning due to events or projects.

Monthly Services

1. Sweep emergency stairwells (see library staff member for access).
2. Dust empty library book shelves.
3. High-speed burnish back staff hallway (can be done by night or day staff).
4. High-speed burnish staff breakroom (can be done by night or day staff).
5. High-speed burnish homework center (can be done by night or day staff).
6. Carpet spot cleaning with extractor or bonnet (can be done by night or day staff).

Special Safety Standards

The Service Provider shall adhere to all special safety standards required for custodial operations, ensuring the highest level of safety and compliance. This includes a thorough understanding of chemical handling procedures, the ability to read and interpret Safety Data Sheets (SDS), and the implementation of proper protocols for safe chemical use. Additionally, the contractor must follow appropriate safety standards when handling biohazardous waste, such as bodily fluids from restrooms or other areas, utilizing proper Personal Protective Equipment (PPE) and effective sanitization techniques. Special emphasis is placed on the safe cleanup of drug-related waste, such as discarded needles or paraphernalia, requiring the use of specialized PPE and comprehensive disinfecting measures to ensure the safety of all personnel and the public. Special emphasis is placed on the safe cleanup of drug-related waste, such as discarded needles or paraphernalia, requiring the use of specialized PPE and comprehensive disinfecting measures to ensure the safety of all personnel and the public.

Additional Services

The City reserves the right to adjust the cleaning schedule or request additional cleanings as necessary. When additional cleanings are requested, the Service Provider may charge the City at the agreed upon hourly rate for work performed. The City may request an urgent cleaning where the Service Provider is expected to be on site within four (4) hours of notification, or non-urgent where the Service Provider and project manager can schedule the work as needed and more than four (4) hour notice is provided.

EXHIBIT B

**GENERAL SERVICE AGREEMENT
(City of Oxnard and Executive Facilities Services, Inc.)**

SCHEDULE OF COMPENSATION

COMPENSATION SCHEDULE Base Year:	
City Locations	Monthly Cost
Main Library 251 South A Street	\$10,090.13

Additional Services As-Needed	Hourly Rate
As-Needed Additional Janitorial Services	\$34.75
Urgent As-Needed Janitorial Services	\$34.75

COMPENSATION SCHEDULE Option Year 1:	
City Locations	Monthly Cost
Main Library 251 South A Street	\$10,392.83

Additional Services As-Needed	Hourly Rate
As-Needed Additional Janitorial Services	\$35.79
Urgent As-Needed Janitorial Services	\$35.79

COMPENSATION SCHEDULE Option Year 2:	
City Locations	Monthly Cost
Main Library 251 South A Street	\$10,704.62

Additional Services As-Needed	Hourly Rate
As-Needed Additional Janitorial Services	\$36.87
Urgent As-Needed Janitorial Services	\$36.87

COMPENSATION SCHEDULE Option Year 3:	
City Locations	Monthly Cost
Main Library 251 South A Street	\$11,025.76

Additional Services As-Needed	Hourly Rate
As-Needed Additional Janitorial Services	\$37.97
Urgent As-Needed Janitorial Services	\$37.97

COMPENSATION SCHEDULE Option Year 4:	
City Locations	Monthly Cost
Main Library 251 South A Street	\$11,356.53

Additional Services As-Needed	Hourly Rate
As-Needed Additional Janitorial Services	\$39.11
Urgent As-Needed Janitorial Services	\$39.11

EXHIBIT C

**GENERAL SERVICES AGREEMENT
(City of Oxnard and Executive Facilities Services, Inc.)**

INSURANCE REQUIREMENTS

Prior to contract approval, CONSULTANT/SERVICE PROVIDER/SELLER/BIDDER (hereafter referred to as “SERVICE PROVIDER”) must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

**INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS
(WITHOUT BUILDER'S RISK REQUIREMENT)**

1. Contractor shall obtain and maintain during the performance of any services under this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Contractor, its agents, representatives, employees or subcontractors.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

b. Business Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one-year extended reporting period, or longer upon request.

d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

1. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-D. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

2. Contractor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

3. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-D or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

4. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

6. All insurance standards applicable to Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER **A** SPECIFY COMPANY NAMES IN THIS SPACECOMPANY
LETTER **B****COVERAGES**

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR, [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Agreement				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 46250-4299 US

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
Telephone:		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to coverage. ☐ Per Occurrence ☐ Per Claim (which)	
NAMED INSURED		APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:	
TYPE OF INSURANCE		CITY AGREEMENTS/PERMITS	
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Claims Made Retroactive Date _____ ☐ Occurrence		OTHER PROVISIONS	
COVERAGES		LIABILITY LIMITS IN THOUSANDS \$	
		EACH OCCURRENCE	AGGREGATE
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____			Underwriter=s representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ Telephone: () _____
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows: 1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 462500-4299 US		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed _____	

[illegible]

EXHIBIT D

**GENERAL SERVICES AGREEMENT
(City of Oxnard and Executive Facilities Services, Inc.)**

[RESERVED]

EXHIBIT E

**GENERAL SERVICES AGREEMENT
(City of Oxnard and Executive Facilities Services, Inc.)**

LIVING WAGE POLICY

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. Service Provider shall compensate any employee of Service Provider who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Service Provider shall pay such employee no less than \$20.06 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Service Provider shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. Service Provider agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If Service Provider fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Service Provider, effective immediately.

D. In addition, if Service Provider fails to comply with the Living Wage Policy in any manner, Service Provider shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Service Provider shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Service Provider of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2025**

Service Provider shall compensate any employee of Service Provider who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit E. While this Agreement is in effect, Service Provider shall pay such employee no less than \$20.06 per hour for each hour that such employee provides Services under this Agreement. This hourly rate shall be adjusted on July 1, 2026, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Service Provider shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Service Provider agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002, and effective October 1, 2002.

b. If Service Provider fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Service Provider, effective immediately.

c. In addition, if Service Provider fails to comply with the Living Wage Policy in any manner, Service Provider shall pay to City a fine of \$500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Service Provider shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Service Provider of the amount owed.

EXHIBIT F

**GENERAL SERVICES AGREEMENT
(City of Oxnard and Executive Facilities Services, Inc.)**

PREVAILING WAGE

1. Service Provider acknowledges that the Project defined in the Agreement between Service Provider and CITY is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Service Provider shall perform the Project as a public work. Service Provider shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR’s rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Service Provider acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Service Provider shall post such rates at each job site covered by this Agreement.
3. Service Provider is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Service Provider shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Service Provider shall, as a penalty to City, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR’s determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Service Provider or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Service Provider shall comply with Labor Code Section 1776, which requires Service Provider and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform CITY of the location of the records.
6. Service Provider shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Service Provider shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Service Provider and each of its subcontractors shall

submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. Service Provider may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Service Provider must immediately notify City.

8. Service Provider is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Service Provider shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.

9. Service Provider acknowledges that 8 hours labor constitutes a legal day's work. Service Provider shall comply with and be bound by Labor Code Section 1810.

10. Service Provider shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Service Provider shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Service Provider or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Service Provider's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. Service Provider shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Service Provider shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Service Provider shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Service Provider shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, Service Provider shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Service Provider, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Service Provider under this Section shall survive Agreement termination.

**Bid Tabulation RFP 26-87 Custodial Services for
the Main Library**

Summary		Bound Enterprises, Inc. DBA Scrubcan	CJB Building Maintenance DBA California's Best Janitorial	CCS Facility Services-Los An geles, Inc.	Executive Facilities Services, Inc.	McCall Cleaners, Inc	Premier Property Preservation, LLC	Rich & Famous, Inc. DBA Big Green Cleaning Company	S. Sarkissian Co.
Item No.	City Locations	Total	Total	Total	Total	Total	Total	Total	Total
1	Year 1 Total Bid Price	\$12,900.00	\$26,982.72	\$11,400.00	\$10,090.13	\$10,192.00	\$20,730.67	\$10,466.00	\$15,000.00
2	Year 2 Total Bid Price	\$12,900.00	\$26,982.72	\$11,742.00	\$10,392.83	\$10,497.76	\$20,730.67	\$10,833.00	\$16,000.00
3	Year 3 Total Bid Price	\$13,500.00	\$26,982.72	\$12,094.00	\$10,704.62	\$10,812.69	\$21,767.20	\$11,212.00	\$17,000.00
4	Year 4 Total Bid Price	\$14,250.00	\$27,817.24	\$12,457.00	\$11,025.76	\$11,137.07	\$22,855.56	\$11,604.00	\$18,000.00
5	Year 5 Total Bid Price	\$14,250.00	\$27,817.24	\$12,830.00	\$11,356.53	\$11,471.18	\$23,998.34	\$12,010.00	\$19,000.00
Total Bid Price		\$67,800.00	\$136,582.64	\$60,523.00	\$53,569.87	\$54,110.70	\$110,082.44	\$56,125.00	\$85,000.00

EXHIBIT B

**GENERAL SERVICE AGREEMENT
(City of Oxnard and Executive Facilities Services, Inc.)**

SCHEDULE OF COMPENSATION

Oxnard Main Library	Hourly Rate	Total Weekly Billed Staff Hours	Weekly Cost	Monthly Cost	Cost per Staff Hour for Special Requests/Emergency Cleaning
Cleaning Service	\$32.78	97	\$3,179.35	\$13,777.18	\$32.78

Agreement 32600473 with Executive Facilities Services, Inc. for Custodial Services at the Oxnard Main Library

Public Works & Transportation Committee
May 12, 2026

Ted Quiroz,
Facilities Manager

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with Executive Facilities Services, Inc. in an amount not to exceed \$675,000 for an initial term of one year from July 1, 2026, to June 30, 2027, with the option for four consecutive one-year period extensions ending June 30, 2031, for Custodial Services at the Oxnard Main Library.

- The Public Works Department has contracted custodial services for the Oxnard Main Library (Library) since March 2025, which is not serviced by the City's custodial staff.
- Due to approved staffing levels and operational priorities, custodial services for this facility will continue to be performed by a third-party service provider.
- Contracted custodial services provide a full complement of cleaning and sanitation activities necessary to support daily operations.

- Custodial services (Utilities + Main Library) were originally solicited together
- Upon review of the initial bids, the Purchasing Department identified that the proposals failed to provide adequate staffing coverage for the Main Library and therefore bids were rejected.
- To ensure procurement integrity and prevent delays, the Main Library services were removed from the combined solicitation. A subsequent independent solicitation was issued for the Main Library with more clearly defined operational hours to ensure accurate bidding.

- On February 6, 2026, the Purchasing Division released a Request for Bid (RFB) 26-87 for Custodial Services at the Oxnard Main Library.
 - The RFB was directly sent to nine potential service providers,
 - Published on www.publicpurchase.com , and
 - Published on the City's Purchasing website.
- The solicitation closed on February 20, 2026, which received ten bids, two of which were deemed non-responsive.
- The eight responsive bidders provided five-year upfront pricing for monthly cleaning services at the Library.

- After a bid evaluation from the Purchasing Division, a determination was made that Executive Facilities Services, Inc. was the lowest responsive bidder.
- Additionally, Executive Facilities Services, Inc. meets all required City contractual provisions, including possession of a City business tax certificate, insurance certificates, and corporate filing with the California Secretary of State.
- Based upon the research performed to date, staff believes that the service provider is capable of successfully performing these services for the City.

- Executive Facilities Services, Inc. has provided continued satisfactory service to the City of Oxnard, Conejo Recreation and Park District, Pleasant Valley Recreation and Park District, and the City of Thousand Oaks.
- Through this Agreement, the service provider will perform all of the custodial services that are identified in the scope of work as published in RFB 26-87.
 - These services include, but are not limited to, daily trash disposal, restroom and breakroom sanitation, use of anti-bacterial cleaning agents, restocking of paper products, vacuuming, dusting, floor care including strip and wax and carpet deep clean, drain clearing, and polishing of surfaces.
 - Under the Scope of Services, the service provider is also responsible for furnishing all necessary labor, equipment, and cleaning supplies.

- Executive Facilities Services, Inc has been providing custodial services for over 22 years, currently employs approximately 150 employees, and has the operational capacity to support the City's custodial needs.
- Additionally, Executive Facilities Services, Inc will ensure compliance with the Displaced Janitor Opportunity Act (DJOA) by offering employment to existing custodial staff in accordance with DJOA requirements.
- Overall, staff is confident that Executive Facilities Services, Inc can render appropriate services to the Library at competitive rates.

- Executive Facilities Services, Inc. will provide these services for \$121,081.54 for the first 12 months.
- There is a 3% CPI increase for each extended year.
- The current agreement provides these custodial services for \$13,777 per month.
- The new Agreement with Executive Facilities Services, Inc. will provide the same scope of work for \$10,090 per month for the first year.

- The total cost for this Agreement shall not exceed \$675,000 through June 30, 2031, if all option years are exercised.
- Funding for this Agreement has been requested for the Fiscal Year 2026-27 Budget within the Facilities Operations Fund (7353740-53200).
- Funding for subsequent years will be requested through the annual budget process.
- The Agreement includes an annual Consumer Price Index (CPI) adjustment of 3% for each option year.

- In addition, the Agreement allows for City-approved as-needed services. Funding for these services is estimated at approximately 5% of the annual Agreement amount and has been incorporated into the total projected cost.



End of Presentation



PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.4

DATE: May 12, 2026

TO: Public Works and Transportation Committee

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Agreement 32600503 with Ojos Trucking dba AGT Trucking School for Commercial Driver's License Training.

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with Ojos Trucking dba AGT Trucking School in an amount not to exceed of \$385,000 for an initial term of three years from June 2, 2026, to June 1, 2029, with the option for two consecutive one-year period extensions ending June 1, 2031 for Commercial Driver's License Training.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/D7gWTZiBGPE>

BACKGROUND

To maintain a high standard of operational safety and service continuity, the Public Works Department requires staff across multiple divisions—including Fleet, Streets, Wastewater, Environmental Resources, and Water—to obtain a valid California Commercial Driver's License (CDL) within the first two years of employment.

A commercial CDL is a mandatory requirement for these roles, as daily operations, emergency response efforts, and specialized field work necessitate the legal and safe operation of heavy commercial vehicles and specialized equipment.

Although a valid Class A commercial driver's license is ultimately required for these positions, the City has not consistently received enough qualified applicants who already possess the Class A license at the time of hire. To avoid extended vacancies and resulting staffing shortages, the City has at times hired otherwise qualified candidates with the condition that they obtain the required Class A license within a specified time as a condition of employment.

In California, individuals seeking a Class A Commercial Driver's License (CDL) must complete Entry-Level Driver Training (ELDT) through a provider registered with the Federal Motor Carrier Safety Administration (FMCSA). ELDT is competency-based and does not mandate a minimum number of behind-the-wheel (BTW) training hours, but it does require demonstrated proficiency in both range and public road driving. While some existing City staff may have relevant experience, they do not meet ELDT requirements, as Class A training must be provided by an FMCSA-registered provider and involves specialized instruction.

DISCUSSION

On February 26, 2026, the Purchasing Division released a Request for Bid (RFB) 26-45 for Commercial Driver's License Training for the Public Works Department. The RFB was directly sent to five potential service providers and was published on www.planetbids.com as well as the City's Purchasing website. The solicitation closed on March 26, 2026, and received three bids. The three responsive bidders provided five-year upfront pricing for CDL Training. A summary of the bid results, based on the cumulative cost for all training courses, is presented below:

Term	AGT Trucking School	Ancora Training	Ventura County Training Academy
Year 1	\$8,150	\$9,224	\$10,480
Year 2	\$8,150	\$9,224	\$10,480
Year 3	\$8,050	\$9,599	\$10,480
Year 4	\$8,150	\$9,224	\$10,480
Year 5	\$8,150	\$9,224	\$10,480
Grand Total	\$40,650	\$47,638	\$53,000

Upon a full evaluation by the City's Purchasing Division of the submitted bids, AGT Trucking School (AGT) meets all required City contractual provisions, including possession of a City business tax certificate, insurance certificates, and corporate filing with the California Secretary of State. Additionally, AGT has provided continued satisfactory service to the Public Works Department the last three years. Based upon the available information, historical spending and research performed to date, staff believes that this vendor is capable of continuously meeting the needs of the Public Works Department.

AGT will provide the necessary Federal Motor Carrier Safety Administration's Entry Level Driver Training (ELDT) requirements for commercial driver's license A and B (CDL) applicants as required by the Department of Motor Vehicles (DMV). AGT is a registered training provider listed on the Federal Training Provider Registry (TPR).

AGT will furnish all necessary labor, materials, equipment and other incidental and appurtenant work to provide Commercial Driver's License Training for the Public Works Department, including but not limited to permit training, CDL training, and behind-the-wheel training at their location.

AGT has been providing CDL Training for over 20 years, to over 900 satisfied students and has two locations to service its students in Ventura and Canoga Park. Specifically, AGT has provided training services to the City since April 2023 and has performed satisfactorily. Under the current agreement with AGT, a total of \$106,900.00 has been spent to train 21 drivers for their Class A license and seven drivers for their Class B license over the past three years.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to reinforce, stabilize, improve, and strengthen the organizational foundation of the City in order to build a modern, high-functioning City government that effectively and efficiently supports the operating departments in providing high-quality services and programs for our residents and businesses.

FINANCIAL IMPACT

The total cost for Agreement 32600503 with AGT Trucking School for CDL Training shall not exceed \$385,000 through June 1, 2031, if all years are extended. Funding for this Agreement has been included in the Fiscal Year 2026-27 proposed Operating Budget from the Fleet Operating Fund (741), Streets Operating Fund (101), the Wastewater Operating Fund (611), Environmental Resources Fund (631) and Water Operating Fund (601). Funding for subsequent fiscal years will be requested through the annual budget process.

The five-year estimated spending plan includes annual CDL Training charges for each of the Public Works Department divisions.

Estimated Spending Plan for CDL Training							
Division	Account	FY26-27	FY27-28	FY28-29	FY29-30	FY30-31	Total
Fleet	7413750-52310	\$12,000	\$8,000	\$8,000	\$8,000	\$12,000	\$48,000
Streets	1013401-52310	\$16,000	\$4,000	\$4,000	\$4,000	\$0.00	\$28,000
Wastewater	6113613-52310	\$8,000	\$8,000	\$8,000	\$8,000	\$10,000	\$42,000
	6113615-52310	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$20,000
	6113614-52310	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$20,000
ER	6313630-52310	\$12,000	\$12,000	\$12,000	\$8,000	\$8,000	\$52,000
Water	6013600-52310	\$28,000	\$12,000	\$12,000	\$12,000	\$11,000	\$72,000
As-needed	Various	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$100,000
Total		\$104,000	\$72,000	\$72,000	\$68,000	\$69,000	\$385,000

Prepared by: Steve Howlett, Assistant Public Works Director, Brian Yanez, Assistant Public Works Director, Chris Peyton, Water Division Manager, Jan Hauser, Wastewater Division Manager

ATTACHMENTS

1. Agreement 32600503
2. Bid Tabulation
3. Prior Agreement Schedule of Compensation
4. Presentation

**GENERAL SERVICE AGREEMENT
BETWEEN
THE CITY OF OXNARD AND OJOS TRUCKING LLC
DBA AGT TRUCKING SCHOOL**

By This General Services Agreement ("Agreement"), the CITY of Oxnard ("City") agrees to engage the services of Ojos Trucking LLC dba AGT Trucking School ("Service Provider"), and Service Provider agrees to perform the services for City as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. City and Service Provider may be individually referred to as "Party" or collectively as the "Parties."

1. [INTENTIONALLY OMITTED]

2. SUMMARY DESCRIPTION OF SERVICES.

This Agreement is for the Federal Motor Carrier Safety Administration's Entry Level Driver Training (ELDT) requirements for commercial driver's license A and B (CDL) applicants by the Department of Motor Vehicles (DMV).

The Services to be performed pursuant to this agreement are described in the Scope of Services, attached hereto as Exhibit A. Service Provider may not be the exclusive provider of services to the City. The City does not guarantee a specified amount of work under this agreement.

3. PARTIES.

City of Oxnard, a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard, California 93030

Ojos Trucking LLC dba AGT Trucking School, an LLC of the State of California, located at 1503 Callens Road, Ventura, California 93003

4. TERM OF AGREEMENT: From: June 2, 2026 To: June 1, 2029

- A. Time is of the essence in this Agreement.
- B. The City shall have the option for (2) two consecutive (1) one-year extensions, in accordance with the scope of work and general terms and conditions of the General Services Agreement.

Option 1: June 2, 2029, to June 1, 2030

Option 2: June 2, 2030, to June 1, 2031

- C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.
- D. All services required of Service Provider under this Agreement shall be completed on or before the end of the term of the Agreement.

5. AGREEMENT AMOUNT NOT TO EXCEED: \$385,000.00.¹

6. AGREEMENT EXHIBITS: The following documents memorialized below are the only exhibits to this agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

- Exhibit A: Scope of Services
- Exhibit B: Schedule of Compensation
- Exhibit C: Insurance Requirements: City Insurance Exhibit INS-B
- Exhibit D: [RESERVED]
- Exhibit E: Living Wage Policy
- Exhibit F: Prevailing Wage Policy

¹ This is not a guaranteed dollar amount. No services or work performed pursuant to a Task Order shall exceed the "Not to Exceed" Amount of the Contract or the agreed upon amount stated in the Task Order.

- 7. DESIGNATED REPRESENTATIVES.** The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally, Service Provider's services shall be performed or immediately supervised by the Service Provider's Representative:

City Designated Representative Name: Jose Arreola Title: Fleet Services Manager Phone: 805-385-8011 Email: jose.arreola@oxnard.org Address: 1060 Pacific Avenue, Building 2 Oxnard, California 93030	Service Provider Designated Representative Name: Ada Gonzalez Title: Owner Phone: 818-696-6364 Email: agtccl@yahoo.com Address: 1503 Callens Road Ventura, California 93003
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- 8. CONTRACTUAL PREREQUISITES.** This Agreement must first be executed by the Service Provider, after which the Agreement shall be approved as to form by the City Attorney, then executed by the Mayor, or an authorized person on behalf of the City, and if executed by the Mayor shall also be executed by the City Clerk.

- A. Service Provider is advised that any recommendation for Agreement award is not binding on the City until the Agreement is fully executed and approved by the City.
- B. All proof of business license, insurance, and W-9 forms is required prior to execution of this Agreement.
- C. Service Provider shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 26 of this Agreement.

9. SERVICE PROVIDER'S SERVICES.

- A. Service Provider shall perform only the type or category of services as set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 13 of this Agreement.
- B. The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A and are subject to the direction of the City Manager or Department Director. Service Provider hereby designates its Project Manager, as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the scope of services under this Agreement.

10. COMPENSATION. City shall pay Service Provider for the services performed pursuant to the terms of this Agreement and based on the hourly rates and fees set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." Under no circumstances shall the Service Provider perform work in excess of the amount stated in the not to exceed amount listed in Section 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the City Council.

- A. Annual Rate and Fees adjustments must be requested in writing and accompanied by information to substantiate the request for price adjustments. Adjustments are subject to approval by the City. Any allowable request for adjustment must be delivered to the City at least 30 days before the adjusted prices become effective. No price adjustment allowable under this Contract will be granted retroactively. The City must also be given the benefit of any decline in prices.
- B. No price increases will be permitted during the first year of this Agreement. The City requires written proof satisfactory to the City, upon the City's acceptance, of cost increases prior to any approved price adjustment.

11. PAYMENT & INVOICES. City shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the City disputes one or more items in an invoice, the City shall, within thirty (30) days after receipt of such invoice, notify the Service Provider of the item(s) being disputed and the reason(s) therefore. The City may withhold payment for such disputed items until resolution of the dispute.

- A. **Payment Request.** Service Provider shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: pwinvoices@oxnard.org.
- B. **Non-Appropriation of Funds.** Payments to be made to Service Provider by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.
- C. **Service Provider's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Service Provider for anything completed, finished or relating to the Services.** City's payment shall not constitute nor be deemed a release of the responsibility and liability of Service Provider for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Service Provider and its employees, agents and Subcontracted Service Providers.
- D. **Service Provider shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.** If any sales tax is due for the Services performed by Service Provider or materials or products provided to City by Service Provider, Service Provider shall pay the sales tax. City shall not reimburse Service Provider for sales taxes paid by Service Provider

12. OPTION TO EXTEND AGREEMENT. When in the City's best interest, this Agreement may only be extended, if the City, in its discretion, exercises an option term in accordance with Section 4 subparagraphs (B) and (C) of this Agreement. The initial term, plus any option to extend shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 4(B), then this Agreement shall not be extended.**

13. MODIFICATION OF AGREEMENT. This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment. The City may request that the Service Provider perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the City to be necessary for the proper completion of the project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement or any Task Order issued under this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services under this Agreement or Task Order.

14. TERMINATION OF AGREEMENT. City may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 22 of this agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. City shall be liable to Service Provider only for work done by Service Provider up to and including the date of termination of this Agreement unless the termination is for cause, in which event Service Provider need be compensated only to the extent required by law. Service Provider may terminate this Agreement at any time during the term of the Agreement by giving the City sixty (60) calendar days' written notice.

15. [RESERVED]

16. INDEPENDENT CONTRACTOR. Service Provider is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Service Provider or any of its employees, except as stated in this Agreement. Service Provider has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Service Provider. This Agreement shall not be interpreted to prevent or preclude Service Provider from rendering any services for Service Provider's own account or to any other person or entity as Service Provider in its sole discretion shall determine;

provided, however, that performing such services shall not materially interfere with the Services the Service Provider shall perform for the City. The City retains the right to provide general instructions to and observe the Service Provider in the performance of all services done on behalf of the City.

Service Provider and its employees, subcontractors, and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Service Provider and its employees are not employees of City. Service Provider and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Service Provider shall not, at any time or in any manner, represent that it or any of its agents, subcontractors, or employees are in any manner agents, subcontractors, or employees of City.

17. LAWFUL PERFORMANCE. Service Provider shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. Service Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

18. SAFETY REQUIREMENTS. Service Provider shall not perform any services for the City when the Service Provider is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the City's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The City reserves the right to issue restraining or cease and desist orders to Service Provider when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of Service Provider 's work by City shall not operate as a release of the Service Provider from such standard of care and workmanship.

19. OWNERSHIP OF SERVICE PROVIDER'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE.

City shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by Service Provider in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by City.

- A. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Service Provider pursuant to or in connection with this Agreement shall be the exclusive property of the City.
- B. Records and Inspections. The Service Provider shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The City shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.
- C. Deliverables. Service Provider shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services or Task Order; and Service Provider shall, upon completion of all work, submit to the City all information developed in the course of the Service Provider 's services. Service Provider shall, in such time and in such form as the City may require, furnish reports concerning the status of services required under this Agreement. Service Provider shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all material furnished to Service Provider by the City.
- D. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. Service Provider may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for Service Provider to perform its obligations pursuant to this Agreement. If Service Provider is granted such access to confidential information, Service Provider shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

- E. Disclosure of Information. Service Provider shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Service Provider by the City or other information to which the Service Provider has had access during the term of this Agreement without the prior written approval of the City's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.
- F. No Warranty. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Service Provider in reliance on any Confidential Information disclosed under this Agreement.

20. ASSIGNMENT. This Agreement is for the non-professional services of Service Provider. Any attempt by Service Provider to assign the benefits or burdens of this Agreement without the prior written approval of City shall be prohibited and shall be null and void. Service Provider's services pursuant to this Agreement shall be provided by the Service Provider's Designated Representative or directly under his/her supervision, and Service Provider shall not assign another to supervise the Service Provider's performance of this Agreement without the prior written approval of City, by and through the City's Designated Representative.

21. NOTICE OF BREACH AND OPPORTUNITY TO CURE. Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 22.

22. NOTICES. All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 7. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

23. COVENANTS AND CONDITIONS. Each term and each provision of this Agreement to be performed by Service Provider shall be construed to be both a covenant and a condition.

24. WAIVER. City's review or acceptance of, or payment for, work product prepared by Service Provider under this Agreement will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Service Provider's performance. A waiver by City of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

25. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

A. As a separate and independent covenant from Service Provider's obligations under this section, Service Provider shall to the fullest extent permitted by law, immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from Service Provider's negligence or willful misconduct in the performance of the services described in this Agreement or failure to comply with any of its obligations contained in this Agreement. Service Provider's liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Service Provider's obligation to indemnify and defend applies unless it is proven such liabilities covered by this Section are the result of negligence or willful misconduct of any of the Indemnitees.

- B. The duty to defend is a separate and distinct obligation from Service Provider's duty to indemnify. Service Provider shall be obligated to defend in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Service Provider of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation negligence or willful misconduct by any of the Indemnitees shall not relieve Service Provider from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Service Provider asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the negligence or willful misconduct of any of the Indemnitees, Service Provider may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.
- C. The review, acceptance or approval of Service Provider's work or work product by any of the Indemnitees shall not affect, relieve or reduce Service Provider's indemnification or defense obligations. Service Provider waives any right of contribution against City or any of City's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by Service Provider pursuant to this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to Section 26. The Service Provider's obligations under this Section of the Agreement shall survive the termination of the Agreement.
- D. Service Provider agrees to pay all required taxes on amounts paid to Service Provider under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Service Provider shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Service Provider's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Service Provider under this Agreement any amount due to City from Service Provider as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

26. INSURANCE. Service Provider shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within “Exhibit C”, which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Service Provider obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Service Provider shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in “Exhibit C”. Maintenance of insurance coverages by Service Provider is a material element of this Agreement. Service Provider’s failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

27. LIVING WAGE REQUIREMENTS. During the term of this Agreement, Service Provider understands and agrees that if Living Wages are applicable subject to the 2002 Oxnard City Council Living Wage Policy, attached as “Exhibit E” to this Agreement. Service Provider will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. The duty to pay the correct wage is the responsibility of the Service Provider.

28. PREVAILING WAGE REQUIREMENTS. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees. For further information regarding Prevailing Wage Requirements please refer to Exhibit “F” attached to this Agreement.

- A. To determine if this Agreement is subject to compliance monitoring and enforcement, go to:
<https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html>
- B. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.
- C. In the event that there is a difference between the amount of wages to be paid under the City of Oxnard’s local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two

shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the Service Provider.

29. CONFLICT OF INTEREST. Service Provider covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Service Provider's services under this Agreement. Service Provider further covenants that in the performance of services under this Agreement, no officer, employee or agent of Service Provider having such interest shall be employed by it. In the event the City determines that Service Provider must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Service Provider shall file such Form 700 with the City Clerk's Office pursuant to the written instructions provided by the City Clerk. Acquisition or maintenance of a conflicting interest by Service Provider may result in termination of this Agreement by the City.

30. [RESERVED]

31. SUBCONTRACTING. If Service Provider requires the assistance of a subcontractor to render any services under this agreement, Consultant shall obtain prior written consent from the City before a subcontractor performs any service pursuant to this Agreement. All subcontractors shall be identified in the Scope of Work or Task Order attached to this Agreement as Exhibit A. Service Provider is fully responsible for satisfactory completion of all its subcontractors' work. All subcontractors shall be properly licensed and insured; and bonded, if applicable. Service Provider shall be responsible for all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with subcontractors performance pursuant to this Agreement or subcontractors failure to comply with any of its obligations in connection with this Agreement.

32. DISPUTES. Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the City's Designated Representative, who shall reduce this decision to writing and mail a copy to the Service Provider. The decision of the City's Designated Representative shall be final and conclusive unless Service Provider requests mediation within ten (10) calendar days. Pending final decision of a dispute, the Service Provider shall proceed diligently with the performance of the Agreement and in accordance with the decision of the City's Designated Representative.

- 33. DISPUTE RESOLUTION.** Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty-five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a “blindfold” process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.
- 34. AUDIT.** City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Service Provider in preparing its billings to CITY as a condition precedent to any payment to Service Provider; or for other purposes relating to the Agreement. Service Provider will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Service Provider for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Service Provider shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Service Provider shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Service Provider shall include a copy of this Section in all contracts with its subcontractors, and Service Provider shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.
- 35. ADVERTISING AND PUBLICITY.** Service Provider shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

- 36. NONDISCRIMINATORY EMPLOYMENT.** Service Provider shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Service Provider understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Service Provider shall be responsible for such subcontractor's compliance with this Section.
- 37. FORCE MAJEURE.** Neither the Service Provider nor the City shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the City.
- 38. GOVERNING LAW.** The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.
- 39. SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.
- 40. INTEGRATED AGREEMENT.** This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.
- 41. NO THIRD-PARTY BENEFICIARY.** This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

- 42. AUTHORITY TO EXECUTE.** Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.
- 43. EXECUTION – COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.
- 44. INCONSISTENT OR CONFLICTING TERMS.** In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City's Designated Representative unless specifically agreed to in writing, and initiated by City's Designated Representative, as to each additional contractual term or condition.
- 45. ACKNOWLEDGEMENT.** By signing below, Service Provider acknowledges that it has reviewed the City's General Services Agreement terms and conditions and insurance requirements and that Service Provider hereby agrees to full compliance.

[Signatures on next page]

In witness whereof, the Parties have entered into this Agreement effective on the date as written in section 4 and upon signature of all Parties.

CITY OF OXNARD

**OJOS TRUCKING LLC
DBA AGT TRUCKING SCHOOL**

☒ Luis A. Mc Arthur, Mayor² _____ Date _____
☐ Libertad Macias,³ _____
Purchasing Manager

Ada Gonzalez, Owner _____ Date _____

Jasmin Orozco⁴ _____ Date _____
Director of Operations

ATTEST:

Lourdes A. López, CITY Clerk _____ Date _____
(only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, CITY _____ Date _____
Attorney (always required)

² The City Council must authorize and the Mayor must execute any agreement over \$220,000.

³ The Purchasing Agent may execute any authorized agreement up to \$220,000.

⁴ The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
 - For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
 - For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.
- If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

EXHIBIT A

GENERAL SERVICE AGREEMENT (City of Oxnard and Ojos Trucking LLC dba AGT Trucking School)

SCOPE OF SERVICES

PROJECT MANAGERS:

Fleet Services Division: Jose Arreola / 805-385-8011 / jose.arreola@oxnard.org

Water Division: Joe Camacho / 805-385-8377 / joe.camacho@oxnard.org

Licensing and Professional Certification

Required:

Registered trainer on the Federal Training Provider Registry (TPR)

General Specifications

Permit Training

Training shall be offered on an as-needed basis to prepare employees to pass the knowledge test(s) required for obtaining a Commercial Learner's Permit. Service Provider shall schedule, upon approval with the authorized representative, the DMV Permit Test when they feel that the City of Oxnard employee is ready to take and successfully pass.

CDL Training

A combination of Theory & Behind-the-Wheel (BTW) Training as required by the DMV.

A. Theory:

- a. Lectures, demonstration (computer-based, online learning, etc.)
- b. May use a simulator
- c. Administer Practice Exams
 - i. No minimum number of hours
 - ii. Must score at least 80% on the assessment

- d. Training topics include, but are not limited to:
 - i. Basic Operation
 - ii. Safe Operating Procedures
 - iii. Advanced Operation Procedures
 - iv. Vehicle Systems and Reporting Malfunctions
 - v. Non-Driving Activities (e.g., Hours of Service)
 - vi. Pre-trip inspection training
 - vii. Air brake systems
 - viii. License Endorsements (as needed)

B. Behind the Wheel:

- a. Minimum of 15 hours one-on-one training compliant with DOT regulations and licensing requirements
- b. Actual operation of the Service Provider's commercial motor vehicle (CMV)
- c. Takes place on a range or public road
- d. May not use a simulator to meet requirements
- e. Basic vehicle control skills and mastery of basic maneuvers

Training Equipment

- a. The Service Provider shall provide the option to train and test with either automatic or manual transmission. Regardless of the transmission type, all vehicles must have air brakes for training and testing.

Scheduling

- a. A designated City representative(s) will schedule the training sessions with the Service Provider and receive the schedule via email confirming the date, time, and employee name.
- b. Training may be scheduled within two weeks of the City of Oxnard's first attempt to schedule the employee for training.
- c. Training shall be completed during the City of Oxnard working hours between 7:00 AM and 4:00 PM with approval from authorized City of Oxnard representative(s).
- d. Service Provider shall provide the City of Oxnard with a biweekly progress/status report of students, lessons, DMV driving results, etc.

EXHIBIT B

**GENERAL SERVICE AGREEMENT
(City of Oxnard and Ojos Trucking LLC
dba AGT Trucking School)**

SCHEDULE OF COMPENSATION

BASE YEAR				
CDL Permit				
Fees	Qty. (Per Student)	Price	Discount for multiple students? Y/N	Discount % off list price
Registration	1	\$ 150.00	N	% off
Knowledge test training	1	\$ 250.00	N	% off
Other costs if applicable (list)	1	\$ 0.00	N	% off
Other costs if applicable (list)	1	\$ 0.00	N	% off
Class A				
Fees	Qty. (Per Student)	Price	Discount for multiple students? Y/N	Discount % off list price
Registration	1	\$ 150.00	N	% off
FMCSA ELDT classroom curriculum	1	\$ 150.00	N	% off
CA DMV 15 hours behind the wheel training	1	\$ 4,000.00	N	% off
Other costs if applicable (list)	1	\$ 0.00	N	% off
Other costs if applicable (list)	1	\$ 0.00	N	% off
Class B				
Fees	Qty. (Per Student)	Price	Discount for multiple students? Y/N	Discount % off list price
Registration	1	\$ 150.00	N	% off
FMCSA ELDT classroom curriculum	1	\$ 150.00	N	% off
CA DMV 15 hours behind the wheel training	1	\$ 3,000.00	N	% off
Other costs if applicable (list)	1	\$ 0.00	N	% off

Other costs if applicable (list)	1	\$ 0.00	N	% off
Retest Options for Permit, Class A, or Class B				
Fees	Qty. (Per Student)	Price	Discount for multiple students? Y/N	Discount % off list price
1st retest	1	\$ 0.00	N	% off
2nd retest	1	\$ 0.00	N	% off
Additional retests	1	\$ 0.00	N	% off
Endorsements				
Fees	Qty. (Per Student)	Price	Discount for multiple students? Y/N	Discount % off list price
Endorsement training	1	\$ 150.00	N	% off
Other costs if applicable (list)	1	\$ 0.00	N	% off

YEAR 1				
CDL Permit				
Fees	Quantity (per student)	Price	Discount for multiple students? Y/N	Discount % off list price
Registration	1	\$ 150.00	N	% off
Knowledge test training	1	\$ 250.00	N	% off
Other costs if applicable (list)	1	\$ 0.00	N	% off
Other costs if applicable (list)	1	\$ 0.00	N	% off
Class A				
Fees	Quantity (per student)	Price	Discount for multiple students? Y/N	Discount % off list price
Registration	1	\$ 150.00	N	% off
FMCSA ELDT classroom curriculum	1	\$ 150.00	N	% off
CA DMV 15 hours behind the wheel training	1	\$ 4,000.00	N	% off
Other costs if applicable (list)	1	\$ 0.00	N	% off
Other costs if applicable (list)	1	\$ 0.00	N	% off
Class B				
Fees	Quantity (per student)	Price	Discount for multiple students? Y/N	Discount % off list price
Registration	1	\$ 150.00	N	% off
FMCSA ELDT classroom curriculum	1	\$ 150.00	N	% off
CA DMV 15 hours behind the wheel training	1	\$ 3,000.00	N	% off
Other costs if applicable (list)	1	\$ 0.00	N	% off
Other costs if applicable (list)	1	\$ 0.00	N	% off
Retest Options for Permit, Class A, or Class B				
Fees	Quantity (per student)	Price	Discount for multiple students? Y/N	Discount % off list price

1st retest	1	\$ 0.00	N	% off
2nd retest	1	\$ 0.00	N	% off
Additional retests	1	\$ 0.00	N	% off
Endorsements				
Fees	Quantity (per student)	Price	Discount for multiple students? Y/N	Discount % off list price
Endorsement training	1	\$ 150.00	N	% off
Other costs if applicable (list)	1	\$ 0.00	N	% off

YEAR 2				
CDL Permit				
Fees	Quantity (per student)	Price	Discount for multiple students? Y/N	Discount % off list price
Registration	1	\$ 150.00	N	% off
Knowledge test training	1	\$ 250.00	N	% off
Other costs if applicable (list)	1	\$ 0.00	N	% off
Other costs if applicable (list)	1	\$ 0.00	N	% off
Class A				
Fees	Quantity (per student)	Price	Discount for multiple students? Y/N	Discount % off list price
Registration	1	\$ 150.00	N	% off
FMCSA ELDT classroom curriculum	1	\$ 150.00	N	% off
CA DMV 15 hours behind the wheel training	1	\$ 4,000.00	N	% off
Other costs if applicable (list)	1	\$ 0.00	N	% off
Other costs if applicable (list)	1	\$ 0.00	N	% off
Class B				
Fees	Quantity (per student)	Price	Discount for multiple students? Y/N	Discount % off list price
Registration	1	\$ 150.00	N	% off
FMCSA ELDT classroom curriculum	1	\$ 150.00	N	% off
CA DMV 15 hours behind the wheel training	1	\$ 3,000.00	N	% off
Other costs if applicable (list)	1	\$ 0.00	N	% off
Other costs if applicable (list)	1	\$ 0.00	N	% off
Retest Options for Permit, Class A, or Class B				
Fees	Quantity (per student)	Price	Discount for multiple students? Y/N	Discount % off list price
1st retest	1	\$ 0.00	N	% off

2nd retest	1	\$ 0.00	N	% off
Additional retests	1	\$ 0.00	N	% off
Endorsements				
Fees	Quantity (per student)	Price	Discount for multiple students? Y/N	Discount % off list price
Endorsement training	1	\$ 150.00	N	% off
Other costs if applicable (list)	1	\$ 0.00	N	% off

YEAR 3				
CDL Permit				
Fees	Quantity (per student)	Price	Discount for multiple students? Y/N	Discount % off list price
Registration	1	\$ 150.00	N	% off
Knowledge test training	1	\$ 150.00	N	% off
Other costs if applicable (list)	1	\$ 0.00	N	% off
Other costs if applicable (list)	1	\$ 0.00	N	% off
Class A				
Fees	Quantity (per student)	Price	Discount for multiple students? Y/N	Discount % off list price
Registration	1	\$ 150.00	N	% off
FMCSA ELDT classroom curriculum	1	\$ 150.00	N	% off
CA DMV 15 hours behind the wheel training	1	\$ 4,000.00	N	% off
Other costs if applicable (list)	1	\$ 0.00	N	% off
Other costs if applicable (list)	1	\$ 0.00	N	% off
Class B				
Fees	Quantity (per student)	Price	Discount for multiple students? Y/N	Discount % off list price
Registration	1	\$ 150.00	N	% off
FMCSA ELDT classroom curriculum	1	\$ 150.00	N	% off
CA DMV 15 hours behind the wheel training	1	\$ 3,000.00	N	% off
Other costs if applicable (list)	1	\$ 0.00	N	% off
Other costs if applicable (list)	1	\$ 0.00	N	% off
Retest Options for Permit, Class A, or Class B				
Fees	Quantity (per student)	Price	Discount for multiple students? Y/N	Discount % off list price
1st retest	1	\$ 0.00	N	% off

2nd retest	1	\$ 0.00	N	% off
Additional retests	1	\$ 0.00	N	% off
Endorsements				
Fees	Quantity (per student)	Price	Discount for multiple students? Y/N	Discount % off list price
Endorsement training	1	\$ 150.00	N	% off
Other costs if applicable (list)	1	\$ 0.00	N	% off

YEAR 4				
CDL Permit				
Fees	Quantity (per student)	Price	Discount for multiple students? Y/N	Discount % off list price
Registration	1	\$ 150.00	N	% off
Knowledge test training	1	\$ 250.00	N	% off
Other costs if applicable (list)	1	\$ 0.00	N	% off
Other costs if applicable (list)	1	\$ 0.00	N	% off
Class A				
Fees	Quantity (per student)	Price	Discount for multiple students? Y/N	Discount % off list price
Registration	1	\$ 150.00	N	% off
FMCSA ELDT classroom curriculum	1	\$ 150.00	N	% off
CA DMV 15 hours behind the wheel training	1	\$ 4,000.00	N	% off
Other costs if applicable (list)	1	\$ 0.00	N	% off
Other costs if applicable (list)	1	\$ 0.00	N	% off
Class B				
Fees	Quantity (per student)	Price	Discount for multiple students? Y/N	Discount % off list price
Registration	1	\$ 150.00	N	% off
FMCSA ELDT classroom curriculum	1	\$ 150.00	N	% off
CA DMV 15 hours behind the wheel training	1	\$ 3,000.00	N	% off
Other costs if applicable (list)	1	\$ 0.00	N	% off
Other costs if applicable (list)	1	\$ 0.00	N	% off
Retest Options for Permit, Class A, or Class B				
Fees	Quantity (per student)	Price	Discount for multiple students? Y/N	Discount % off list price

1st retest	1	\$ 0.00	N	% off
2nd retest	1	\$ 0.00	N	% off
Additional retests	1	\$ 0.00	N	% off
Endorsements				
Fees	Quantity (per student)	Price	Discount for multiple students? Y/N	Discount % off list price
Endorsement training	1	\$ 150.00	N	% off
Other costs if applicable (list)	1	\$ 0.00	N	% off

EXHIBIT C

**GENERAL SERVICES AGREEMENT
(City of Oxnard and Ojos Trucking LLC
dba AGT Trucking School)**

INSURANCE REQUIREMENTS

Prior to contract approval, CONSULTANT/SERVICE PROVIDER/SELLER/BIDDER (hereafter referred to as "SERVICE PROVIDER") must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

(PLEASE SEE NEXT PAGES)

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITHOUT ERRORS AND OMISSIONS REQUIREMENT)**

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto";

c. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements affecting coverage required by this Exhibit INS-B. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-B or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notes of cancellation.**

Endorsement Forms

Original endorsements are required for general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-B.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY

LETTER A

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY

LETTER B

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNERS' & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

[illegible]

EXHIBIT D

**GENERAL SERVICES AGREEMENT
(City of Oxnard and Ojos Trucking LLC
dba AGT Trucking School)**

[RESERVED]

EXHIBIT E

**GENERAL SERVICES AGREEMENT
(City of Oxnard and Ojos Trucking LLC
dba AGT Trucking School)**

LIVING WAGE POLICY

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. Service Provider shall compensate any employee of Service Provider who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Service Provider shall pay such employee no less than \$20.06 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Service Provider shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. Service Provider agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If Service Provider fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Service Provider, effective immediately.

D. In addition, if Service Provider fails to comply with the Living Wage Policy in any manner, Service Provider shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Service Provider shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Service Provider of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2025**

Service Provider shall compensate any employee of Service Provider who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit E. While this Agreement is in effect, Service Provider shall pay such employee no less than \$20.06 per hour for each hour that such employee provides Services under this Agreement. This hourly rate shall be adjusted on July 1, 2026, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Service Provider shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Service Provider agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

b. If Service Provider fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Service Provider, effective immediately.

c. In addition, if Service Provider fails to comply with the Living Wage Policy in any manner, Service Provider shall pay to City a fine of \$500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Service Provider shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Service Provider of the amount owed.

EXHIBIT F

**GENERAL SERVICES AGREEMENT
(City of Oxnard and Ojos Trucking LLC
dba AGT Trucking School)
PREVAILING WAGE**

1. Service Provider acknowledges that the Project defined in the Agreement between Service Provider and CITY is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Service Provider shall perform the Project as a public work. Service Provider shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR’s rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Service Provider acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Service Provider shall post such rates at each job site covered by this Agreement.
3. Service Provider is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Service Provider shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Service Provider shall, as a penalty to City, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR’s determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Service Provider or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Service Provider shall comply with Labor Code Section 1776, which requires Service Provider and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform CITY of the location of the records.
6. Service Provider shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Service Provider shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Service Provider and each of its subcontractors shall

submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. Service Provider may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Service Provider must immediately notify City.

8. Service Provider is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Service Provider shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.

9. Service Provider acknowledges that 8 hours labor constitutes a legal day's work. Service Provider shall comply with and be bound by Labor Code Section 1810.

10. Service Provider shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Service Provider shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Service Provider or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Service Provider's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. Service Provider shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Service Provider shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Service Provider shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Service Provider shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, Service Provider shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Service Provider, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Service Provider under this Section shall survive Agreement termination.

Bid Tabulation RFB 26-45 Commercial Driver's License Training

Base Year (Year 1)		AGT Trucking School		Ancora Training		Ventura County Trucking Academy	
Item No.	Rates	Price	Discount for Multiple Students Y/N	Cost	Discount for Multiple Students Y/N	Cost	Discount for Multiple Students Y/N
CDL Permit	Registration	\$150.00	N	\$0.00	N	\$0.00	N
	Knowledge Test Training	\$250.00	N	\$0.00	N	\$0.00	N
	Other Costs if applicable	\$0.00	N	\$0.00	N	\$0.00	N
	Other Costs if applicable	\$0.00	N	\$0.00	N	\$0.00	N
Class A	Registration	\$150.00	N	\$0.00	N	\$150.00	N
	FMCSA ELDT Classroom Curriculum	\$150.00	N	\$500.00	Y / 10%	\$200.00	N
	CA DMV 15 hrs behind the wheel training	\$4,000.00	N	\$4,000.00	N	\$2,800.00	N
	Other Costs if applicable	\$0.00	N	\$0.00	N	\$750.00	N
	Other Costs if applicable	\$0.00	N	\$0.00	N	\$140.00	N
Class B	Registration	\$150.00	N	\$0.00	N	\$150.00	N
	FMCSA ELDT Classroom Curriculum	\$150.00	N	\$500.00	Y / 10%	\$200.00	N
	CA DMV 15 hrs behind the wheel training	\$3,000.00	N	\$3,500.00	N	\$2,800.00	N
	Other Costs if applicable	\$0.00	N	\$0.00	N	\$750.00	N
	Other Costs if applicable	\$0.00	N	\$0.00	N	\$140.00	N
Retest Options for Permit	1st Retest	\$0.00	N	\$0.00	N	\$750.00	N
	2nd Retest	\$0.00	N	\$250.00	N	\$750.00	N
	Additional Retests	\$0.00	N	\$250.00	N	\$750.00	N
Endorsements	Endorsement Training	\$150.00	N	\$99.00	N	\$150.00	N
	Other Costs if applicable	\$0.00	N	\$125.00	N		
Total Bid Price		\$8,150.00		\$9,224.00		\$10,480.00	

*Note - One additional bid from Montrose Logistics dba Easy CDL was deemed non-responsive and therefore not included in the bid tabulation.

Bid Tabulation RFB 26-45 Commercial Driver's License Training

Option Year 1 (Year 2)		AGT Trucking School		Ancora Training		Ventura County Trucking Academy	
Item No.	Rates	Price	Discount for Multiple Students Y/N	Cost	Discount for Multiple Students Y/N	Cost	Discount for Multiple Students Y/N
CDL Permit	Registration	\$150.00	N	\$0.00	N	\$0.00	N
	Knowledge Test Training	\$250.00	N	\$0.00	N	\$0.00	N
	Other Costs if applicable	\$0.00	N	\$0.00	N		
	Other Costs if applicable	\$0.00	N	\$0.00	N		
Class A	Registration	\$150.00	N	\$0.00	N	\$150.00	N
	FMCSA ELDT Classroom Curriculum	\$150.00	N	\$500.00	Y / 10%	\$200.00	N
	CA DMV 15 hrs behind the wheel training	\$4,000.00	N	\$4,000.00	N	\$2,800.00	N
	Other Costs if applicable	\$0.00	N	\$0.00	N	\$750.00	N
	Other Costs if applicable	\$0.00	N	\$0.00	N	\$140.00	N
Class B	Registration	\$150.00	N	\$0.00	N	\$150.00	N
	FMCSA ELDT Classroom Curriculum	\$150.00	N	\$500.00	Y / 10%	\$200.00	N
	CA DMV 15 hrs behind the wheel training	\$3,000.00	N	\$3,500.00	N	\$2,800.00	N
	Other Costs if applicable	\$0.00	N	\$0.00	N	\$750.00	N
	Other Costs if applicable	\$0.00	N	\$0.00	N	\$140.00	N
Retest Options for Permit	1st Retest	\$0.00	N	\$0.00	N	\$750.00	N
	2nd Retest	\$0.00	N	\$250.00	N	\$750.00	N
	Additional Retests	\$0.00	N	\$250.00	N	\$750.00	N
Endorsements	Endorsement Training	\$150.00	N	\$99.00	N	\$150.00	N
	Other Costs if applicable	\$0.00	N	\$125.00	N		
Total Bid Price		\$8,150.00		\$9,224.00		\$10,480.00	

*Note - One additional bid from Montrose Logistics dba Easy CDL was deemed non-responsive and therefore not included in the bid tabulation.

Bid Tabulation RFB 26-45 Commercial Driver's License Training

Option Year 2 (Year 3)		AGT Trucking School		Ancora Training		Ventura County Trucking Academy	
Item No.	Rates	Price	Discount for Multiple Students Y/N	Cost	Discount for Multiple Students Y/N	Cost	Discount for Multiple Students Y/N
CDL Permit	Registration	\$150.00	N	\$0.00	N		
	Knowledge Test Training	\$250.00	N	\$0.00	N		
	Other Costs if applicable	\$0.00	N	\$0.00	N		
	Other Costs if applicable	\$0.00	N	\$0.00	N		
Class A	Registration	\$150.00	N	\$0.00	N	\$150.00	N
	FMCSA ELDT Classroom Curriculum	\$150.00	N	\$500.00	Y / 10%	\$200.00	N
	CA DMV 15 hrs behind the wheel training	\$4,000.00	N	\$4,200.00	N	\$2,800.00	N
	Other Costs if applicable	\$0.00	N	\$0.00	N	\$750.00	N
	Other Costs if applicable	\$0.00	N	\$0.00	N	\$140.00	N
Class B	Registration	\$150.00	N	\$0.00	N	\$150.00	N
	FMCSA ELDT Classroom Curriculum	\$150.00	N	\$500.00	Y / 10%	\$200.00	N
	CA DMV 15 hrs behind the wheel training	\$3,000.00	N	\$3,675.00	N	\$2,800.00	N
	Other Costs if applicable	\$0.00	N	\$0.00	N	\$750.00	N
	Other Costs if applicable	\$0.00	N	\$0.00	N	\$140.00	N
Retest Options for Permit	1st Retest	\$0.00	N	\$0.00	N	\$750.00	N
	2nd Retest	\$0.00	N	\$250.00	N	\$750.00	N
	Additional Retests	\$0.00	N	\$250.00	N	\$750.00	N
Endorsements	Endorsement Training	\$150.00	N	\$99.00	N	\$750.00	N
	Other Costs if applicable	\$0.00	N	\$125.00	N		
Total Bid Price		\$8,150.00		\$9,599.00		\$11,080.00	

*Note - One additional bid from Montrose Logistics dba Easy CDL was deemed non-responsive and therefore not included in the bid tabulation.

Bid Tabulation RFB 26-45 Commercial Driver's License Training

Option Year 3 (Year 4)		AGT Trucking School		Ancora Training		Ventura County Trucking Academy	
Item No.	Rates	Price	Discount for Multiple Students Y/N	Cost	Discount for Multiple Students Y/N	Cost	Discount for Multiple Students Y/N
CDL Permit	Registration	\$150.00	N	\$0.00	N		
	Knowledge Test Training	\$150.00	N	\$0.00	N		
	Other Costs if applicable	\$0.00	N	\$0.00	N		
	Other Costs if applicable	\$0.00	N	\$0.00	N		
Class A	Registration	\$150.00	N	\$0.00	N	\$150.00	N
	FMCSA ELDT Classroom Curriculum	\$150.00	N	\$500.00	Y / 10%	\$200.00	N
	CA DMV 15 hrs behind the wheel training	\$4,000.00	N	\$4,200.00	N	\$2,800.00	N
	Other Costs if applicable	\$0.00	N	\$0.00	N	\$750.00	N
	Other Costs if applicable	\$0.00	N	\$0.00	N	\$140.00	N
Class B	Registration	\$150.00	N	\$0.00	N	\$150.00	N
	FMCSA ELDT Classroom Curriculum	\$150.00	N	\$500.00	Y / 10%	\$200.00	N
	CA DMV 15 hrs behind the wheel training	\$3,000.00	N	\$3,675.00	N	\$2,800.00	N
	Other Costs if applicable	\$0.00	N	\$0.00	N	\$750.00	N
	Other Costs if applicable	\$0.00	N	\$0.00	N	\$140.00	N
Retest Options for Permit	1st Retest	\$0.00	N	\$0.00	N	\$750.00	N
	2nd Retest	\$0.00	N	\$250.00	N	\$750.00	N
	Additional Retests	\$0.00	N	\$250.00	N	\$750.00	N
Endorsements	Endorsement Training	\$150.00	N	\$99.00	N	\$150.00	N
	Other Costs if applicable	\$0.00	N	\$125.00	N		
Total Bid Price		\$8,050.00		\$9,599.00		\$10,480.00	

*Note - One additional bid from Montrose Logistics dba Easy CDL was deemed non-responsive and therefore not included in the bid tabulation.

Bid Tabulation RFB 26-45 Commercial Driver's License Training

Option Year 4 (Year 5)		AGT Trucking School		Ancora Training		Ventura County Trucking Academy	
Item No.	Rates	Price	Discount for Multiple Students Y/N	Cost	Discount for Multiple Students Y/N	Cost	Discount for Multiple Students Y/N
CDL Permit	Registration	\$150.00	N	\$0.00	N		
	Knowledge Test Training	\$250.00	N	\$0.00	N		
	Other Costs if applicable	\$0.00	N	\$0.00	N		
	Other Costs if applicable	\$0.00	N	\$0.00	N		
Class A	Registration	\$150.00	N	\$0.00	N	\$150.00	N
	FMCSA ELDT Classroom Curriculum	\$150.00	N	\$500.00	Y / 10%	\$200.00	N
	CA DMV 15 hrs behind the wheel training	\$4,000.00	N	\$4,410.00	N	\$2,800.00	N
	Other Costs if applicable	\$0.00	N	\$0.00	N	\$750.00	N
	Other Costs if applicable	\$0.00	N	\$0.00	N	\$140.00	N
Class B	Registration	\$150.00	N	\$0.00	N	\$150.00	N
	FMCSA ELDT Classroom Curriculum	\$150.00	N	\$500.00	Y / 10%	\$200.00	N
	CA DMV 15 hrs behind the wheel training	\$3,000.00	N	\$3,858.00	N	\$2,800.00	N
	Other Costs if applicable	\$0.00	N	\$0.00	N	\$750.00	N
	Other Costs if applicable	\$0.00	N	\$0.00	N	\$140.00	N
Retest Options for Permit	1st Retest	\$0.00	N	\$0.00	N	\$750.00	N
	2nd Retest	\$0.00	N	\$250.00	N	\$750.00	N
	Additional Retests	\$0.00	N	\$250.00	N	\$750.00	N
Endorsements	Endorsement Training	\$150.00	N	\$99.00	N	\$150.00	N
	Other Costs if applicable	\$0.00	N	\$125.00	N		
Total Bid Price		\$8,150.00		\$9,992.00		\$10,480.00	

*Note - One additional bid from Montrose Logistics dba Easy CDL was deemed non-responsive and therefore not included in the bid tabulation.

**Bid Tabulation RFB 26-45 Commercial Driver's License
Training**

Summary		AGT Trucking School	Ancora Trucking	Ventura County Trucking Academy
Item No.	City Locations	Total	Total	Total
1	Base Year Total Bid Price	\$8,150.00	\$9,224.00	\$10,480.00
2	Option Year 1 Total Bid Price	\$8,150.00	\$9,224.00	\$10,480.00
3	Option Year 2 Total Bid Price	\$8,150.00	\$9,599.00	\$11,080.00
4	Option Year 3 Total Bid Price	\$8,050.00	\$9,599.00	\$10,480.00
5	Option Year 4 Total Bid Price	\$8,150.00	\$9,992.00	\$10,480.00
Total Bid Price		\$40,650.00	\$47,638.00	\$53,000.00

*Note - One additional bid from Montrose Logistics dba Easy CDL was deemed non-responsive and therefore not included in the bid tabulation.

EXHIBIT B

**TRADE SERVICE AGREEMENT
(CITY of Oxnard and OJOS TRUCKING LLC DBA AGT TRUCKING SCHOOL)**

SCHEDULE OF COMPENSATION

CDL Permit		
Fees	Quantity (per student)	Price
Registration	1	no cost
Knowledge test training	1	no cost
Class A		
Fees	Quantity (per student)	Price
Registration	1	no cost
FMCSA ELDT classroom curriculum	1	no cost
CA DMV 15 hours behind the wheel training	1	\$4,000.00
Class B		
Fees	Quantity (per student)	Price
Registration	1	no cost
FMCSA ELDT classroom curriculum	1	no cost
CA DMV 15 hours behind the wheel training	1	\$3,000.00
Retest Options for Permit, Class A, or Class B		
Fees	Quantity (per student)	Price
1st retest	1	\$100.00
2nd retest	1	\$100.00
Additional retests	1	\$100.00
Endorsements		
Fees	Quantity (per student)	Price
Endorsement training	1	\$120.00

The City of Oxnard reserves the right to remove or add endorsements or training options throughout the duration of the contract. No minimum of services is guaranteed.

Agreement 32600503 with Ojos Trucking dba AGT Trucking School for Commercial Driver's License Training.

Public Works and Transportation Committee
May 12, 2026

Chris Peyton
Water Division Manager

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute an Agreement with Ojos Trucking dba AGT Trucking School in an amount not to exceed of \$385,000 for an initial term of three years from June 2, 2026, to June 1, 2029, with the option for two consecutive one-year period extensions ending June 1, 2031 for Commercial Driver's License Training.

- To maintain a high standard of operational safety and service continuity, the Public Works Department requires staff across the multiple divisions to obtain a valid California Commercial Driver's License (CDL) within the first two years of employment.
- A commercial CDL is a mandatory requirement for certain roles, as daily operations, emergency response efforts, and specialized field work necessitate the legal and safe operation of heavy commercial vehicles and specialized equipment.





- A Class A commercial driver's license is required for certain positions, the City has not consistently received enough qualified applicants with a Class A license at the time of hire.
- To avoid extended vacancies and resulting staffing shortages, the City hires candidates with the condition they obtain a Class A license within a specified time as a condition of employment.

- In California, individuals seeking a Class A Commercial Driver's License (CDL) must complete Entry-Level Driver Training (ELDT) through a provider registered with the Federal Motor Carrier Safety Administration (FMCSA).
- Existing City staff may have relevant experience, they do not meet ELDT requirements, as Class A training must be provided by an FMCSA-registered provider and involves specialized instruction.



- AGT Trucking School will provide the necessary Federal Motor Carrier Safety Administration's Entry Level Driver Training (ELDT) requirements for commercial driver's license A and B (CDL) applicants as required by the Department of Motor Vehicles (DMV).
- AGT Trucking School will furnish all necessary labor, materials, equipment and other incidental and appurtenant work to provide Commercial Driver's License Training for the Public Works Department.



- Request for Bid (RFB) 26-45 for Commercial Driver's License
 - Advertised on February 26, 2026
 - Bids due on March 26, 2026
- The three responsive bidders provided five-year upfront pricing for CDL Training. A summary of the bid results, based on the cumulative cost for all training courses, is presented below

Term	AGT Trucking School	Ancora Training	Ventura County Training Academy
Year 1	\$8,1500	\$9,224	\$10,480
Year 2	\$8,150	\$9,224	\$10,480
Year 3	\$8,050	\$9,599	\$10,480
Year 4	\$8,150	\$9,224	\$10,480
Year 5	\$8,150	\$9,224	\$10,480
Grand Total	\$40,650	\$47,638	\$53,000

AGT Trucking School (AGT):

- Meets all required City contractual provisions.
- Has provided continued satisfactory service to the Public Works Department the last three years.
- Has been providing CDL Training for over 20 years, to over 900 satisfied students and has 2 locations to service its students
- Has provided training services to the City since April 2023 and has performed satisfactorily

- Total cost for Agreement 32600503 with AGT Trucking School for CDL Training shall not exceed \$385,000 through June 1, 2031, if all years are extended.
- Funding for this Agreement has been included for the Fiscal Year 2026-27 Proposed Budget from the following:
 - Fleet Operating Fund (741)
 - Streets Operating Fund (101)
 - Wastewater Operating Fund (611)
 - Environmental Resources Fund (631)
 - Water Operating Fund (601)
- Funding for subsequent fiscal years will be requested through the annual budget process.



QUESTIONS?



PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.5

DATE: May 12, 2026

TO: Public Works and Transportation Committee

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Agreement 32600497 with Haaker Equipment Company for Short-Term Rental of Refuse Collection Vehicles for the Environmental Resources Division.

RECOMMENDATION

That the Public Works and Transportation Committee recommended that the City Council approve and authorize the Mayor to execute a Rental Agreement with Haaker Equipment Company for an annual contract amount of \$2,800,000, for an initial term of one year from July 1, 2026, to June 30, 2027, with the option for two consecutive one-year period extensions ending June 30, 2029, with a total contract amount not to exceed \$8,400,000, for the rental of refuse collection vehicles.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/SyocHX2LkpQ>

BACKGROUND

On June 30, 2020, the City Council approved Agreement A-8221 with Amrep U.S.A., Inc. (Amrep) and amended it for six years to provide rental refuse collection vehicles for the Environmental Resources (ER) Division. To optimize operational costs and ensure service continuity, staff recommends transitioning to a new agreement with Haaker Equipment Company (Haaker), utilizing the Sourcewell cooperative purchasing contract 110223-MCN. This transition is projected to yield an annual savings of approximately \$150,000, if truck rental volumes stay relatively the same as before, in addition to an immediate initial delivery charge savings of \$9,250 per vehicle.

The rental fleet is a critical component of ER's operational strategy, providing the necessary flexibility to maintain a six-day collection schedule without interruption. These rental vehicles serve as vital bridge resources during maintenance cycles or unforeseen equipment downtime for similar equipment owned by the City.

In alignment with the 2024 ER Cost of Service Study, staff is concurrently analyzing the procurement of new side loaders, front-end loaders, and roll-off vehicles. This dual-path approach ensures that the City maintains immediate high-level service standards while transitioning toward a more cost-effective, City-owned long-term fleet and ensuring compliance with the State's Zero Emission Vehicle requirements. Furthermore, the agreement with Haaker includes a buy-out provision following the three-year rental term (see attachments for more details). Staff will conduct a cost-benefit and feasibility analysis to determine options such as exercising this purchase option, continuing leasing vehicles, and/or procuring a permanent fleet before the rental period concludes.

DISCUSSION

The ER Division is requesting an initial 12-month agreement with Haaker to address critical capacity gaps caused by an aging refuse collection fleet. Currently, ER maintains a fleet of 74 City-owned vehicles to support residential, commercial, and industrial collection services. However, the operational availability of this fleet is frequently reduced by several factors:

- **Fleet Lifecycle:** A significant portion of the current inventory has exceeded its optimal service life, leading to increased mechanical failures.
- **Mandatory Compliance:** U.S. Department of Transportation (DOT) regulations require comprehensive safety inspections every 90 days, necessitating regular downtime for every vehicle.
- **Maintenance Demands:** The combination of aging equipment and rigorous six-day-a-week usage requires extensive preventative maintenance and complex repairs.

To address these challenges and maintain uninterrupted public health and sanitation services, ER has historically, for at least the past six years, supplemented its fleet by renting approximately five to ten vehicles per month. However, due to aging assets and evolving compliance requirements, ER may need to increase rentals to an estimated range of five to 25 vehicles per year.

The availability of rental refuse collection vehicles helps supplement ER's fleet, ensuring uninterrupted daily service. Through its agreement with Haaker, ER has the flexibility to rent vehicles as needed and return them without penalty, allowing the fleet to adapt quickly to operational demands. Additionally, Haaker's rental vehicles operate on Compressed Natural Gas (CNG), offering key advantages such as lower fuel costs, reduced emissions, and a cleaner, more environmentally friendly alternative to gasoline and diesel-powered vehicles.

Staff recommends that the City Council authorize the execution of a Rental Agreement with Haaker for the provision of refuse collection vehicles. To ensure procurement efficiency and cost-effectiveness, the agreement will be established as a single-source contract leveraging the Sourcewell cooperative purchasing agreement.

The proposed contract structure is as follows:

- **Initial Term:** July 1, 2026, through June 30, 2027.
- **Initial Funding:** An amount not to exceed \$2,800,000 for the first year.
- **Extension Options:** Two optional, consecutive one-year extensions, potentially extending the service period through June 30, 2029.
- **Total Contract Value:** If all extension options are exercised, the total not-to-exceed value of the agreement will be \$8,400,000.

The City Purchasing Policy allows for the use of governmental cooperative contracts for the purchase of goods, equipment and contractual services when the contract has been competitively bid and awarded in accordance with local, State, and Federal laws that govern public procurement. Haaker holds a cooperative contract with Sourcewell #110223-MCN with a current expiration date of December 28, 2027, and allows up to three additional one-year extensions. Sourcewell offers government agencies a cooperative purchasing program that provides competitively solicited cooperative contracts and allows the City to "piggyback" on the agreement and obtain the Rentals at a discounted price.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

The total annual cost for this Rental Agreement with Haaker Equipment Company will not exceed \$2,800,000 (based on an average of 21 vehicles per month at a rate of \$11,000 per vehicle per month), with a total contract amount not to exceed \$8,400,000, if all term extensions are exercised, for the rental of refuse collection vehicles. The table below summarizes the spending over the three years, if extensions are executed. Funding for this Agreement is included in the Fiscal Year 2026-27 Proposed Budget from the Environmental Resources Fund (631) for the City Council's consideration in June. Subsequent fiscal year funding will be requested in the annual budget process.

ESTIMATED SPENDING PLAN				
ER Fund/Account	FY 2026-27	FY 2027-28	FY 2028-29	TOTAL
6313630-57000	\$100,000	\$100,000	\$100,000	\$300,000
6313632-57000	\$1,900,000	\$1,900,000	\$1,900,000	\$5,700,000
6313633-57000	\$400,000	\$400,000	\$400,000	\$1,200,000
6313636-57000	\$400,000	\$400,000	\$400,000	\$1,200,000
TOTAL	\$2,800,000	\$2,800,000	\$2,800,000	\$8,400,000

Prepared by: Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. Haaker Rental Agreement
2. Sourcewell - Cooperative Agreement
3. Prior Agreement Rate Sheet
4. Buy Out Option-Front Loader
5. Buy Out Option-Side Loader
6. Buy Out Option-Roll-Off
7. Presentation



SALES REP: Bob T CUSTOMER # 2921 BRANCH # 1 CONTRACT # _____

RENTAL AGREEMENT

CUSTOMER: City of Oxnard PO#: _____
 ADDRESS: 305 W Third Street, East Wing, Third Floor START DATE: 7/1/26
 CITY/STATE/ZIP: Oxnard, CA 93030 EQUIPMENT DESTINATION: Same
 MAILING ADDRESS: _____
 CONTACT: Bianca Acosta OPERATOR NAME & PHONE: Same
 TELEPHONE: (805) 200-5930
 CURRENT CERTIFICATE OF INSURANCE ON FILE YES / NO CERTIFICATE EXPIRATION DATE 12/31/30
 EQUIPMENT REPLACEMENT VALUE \$ 500,000.00 CUSTOMER DOT or STATE # _____

MACHINE & RATE INFORMATION

MACHINE TYPE: McNeilus UNIT # See Attached EQUIP # See Attached
 SERIAL NUMBER: See Attached
 VIN #: See Attached FUEL CHARGE PER GALLON: \$ 10.00
 DAILY RATE: \$ _____ DEF CHARGE PER GALLON: \$ 22.00
 WEEKLY RATE: \$ _____ CLEANING FEE: \$ 150 Per Hour
 MONTHLY RATE: \$ 223,000.00 ** RATE OF REPAIR (if damaged): \$ 214.00 In shop rate
 \$ 229.00 In field rate

☒ HAAKER DRIVER DELIVERY/PICK UP CHARGE: \$ 150 Per Hour / Per Driver
☐ TRANSPORT COMPANY DELIVERY/PICK UP CHARGE: \$ Based on current rate

INSURANCE REQUIREMENTS

TERMS AND CONDITIONS (ADDENDUM 1) INITIAL
 UNIT WALK-AROUND (ADDENDUM 2) INITIAL

LESSEE ACKNOWLEDGES RESPONSIBILITY FOR INITIAL

- * ALL RISK DURING TERM OF RENTAL
- * DAMAGE TO EQUIPMENT DURING TRANSPORTATION
- * TIRE DAMAGE BEYOND NORMAL WEAR (i.e.: FLAT TIRES)
- * LUBRICATION/MFG RECOMMENDED MAINTENANCE
- * QUALIFIED/TRAINED OPERATOR/CLASS B LICENSE
- * COMPLETELY DECONTAMINATED PRIOR TO RETURN
- * REFUELING ALL FUEL TANKS
- * GENERAL CLEANUP, PUT NOT LIMITED TO, AN EMPTY DEBRIS BODY OR HOPPER
- * LESSOR COOPERATES WITH ALL FEDERAL, STATE, AND LOCAL LAW ENFORCEMENT OFFICIALS NATIONWIDE TO PROVIDE THE IDENTITY OF CUSTOMERS WHO OPERATE THIS RENTAL COMMERCIAL MOTOR VEHICLE
- * ADDITIONAL CHARGES OF \$100.00 PER HOUR WILL APPLY FOR EVERY HOUR OVER 8 HOURS/DAY OR 40 HOURS/WEEK INITIAL

* SELECT WHETHER THIS VEHICLE WILL BE INVOLVED IN INTRASTATE OR INTERSTATE COMMERCE (CHECK ONE)

* IF VEHICLE HAS APPORTION PLATES A TRIP LOG MUST BE COMPLETED AND FUEL RECEIPTS SUBMITTED - SEE TERMS AND CONDITIONS INITIAL

* WILL THIS VEHICLE BE TRANSPORTING HAZARDOUS MATERIALS: YES NO
 * RED DIE DIESEL IS NOT ALLOWED IN TRUCKS INITIAL
 * NO MODIFICATIONS TO EQUIPMENT ALLOWED - SEE TERMS AND CONDITIONS INITIAL

NOTES: See attached for individual breakdown of units; all diesel units delivered on July 1 in order to satisfy
rental start date will be exchanged for Autocar CNG units when available. Agreement is for the rental of up to 21
vehicles. Pricing per Sourcwell Contract # 110223-MCN.

* I have checked the unit referenced above and acknowledge that I have been instructed by a Haaker Equipment Company representative and will comply with all procedures and safety measures stated above. I will return the rented equipment to Haaker Equipment Company in good working condition.

CHECK-OUT / DELIVERY ACKNOWLEDGEMENT

CHECK-IN / RETURN ACKNOWLEDGEMENT

HAAKER EMPLOYEE _____

HAAKER EMPLOYEE _____

CUSTOMER NAME PRINTED _____

CUSTOMER NAME PRINTED _____

CUSTOMER SIGNATURE _____ DATE & TIME _____

CUSTOMER SIGNATURE _____ DATE & TIME _____

Haaker Headquarters
2070 N. White Ave.
La Verne, CA 91750
909-598-2706

San Diego Branch
9465 Mission Park Pl.
Santee, CA 92071
619-798-4153

Inland Empire Branch
401 N. Pepper Ave
Colton, CA 92324
909-370-2100

Central Valley Branch
4490 South K St.
Tulare, CA 93274
559-220-8897

Northern California Branch
3624 Munster Ave. Unit A
Hayward, CA 94545
510-514-0043

Las Vegas Branch
4645 Copper Sage St.
Las Vegas, NV 89115
702-639-0156



(ADDENDUM 2)

DELIVERED by HAAKER /		CUSTOMER WILL CALL (Check One)		COMBO UNIT WALK-AROUND	
CUSTOMER NAME: City of Oxnard			UNIT SERIAL #: See Attached		
			NEXT BIT INSPECTION DUE:		
ODOMETER/MILEAGE			ENGINE HOURS		
BLOWER HOURS			PUMP HOURS		
GOOD	NEEDS REPAIR				
		DOT COMPLIANT - VERIFY CLASS B LICENSE			
		STICKERS: LUBE / DOT INSP / STATE INSP - LICENSE PLATE			
		HAAKER CAB BOOK: INS CARD / DOT & TANK INSP			
		CLEAN: CAB INTERIOR / TRUCK EXTERIOR / DEBRIS TANK EMPTY			
		CAB INTERIOR: SEATS / CONTROLS / GAUGES / DASH / MIRRORS			
F 3/4 1/2 1/4 E		FUEL LEVEL	COST PER GALLON: \$10.00 (incl labor & current diesel cost)		
F 3/4 1/2 1/4 E		DEF LEVEL	COST PER GALLON: \$22.00 (incl labor & current DEF cost)		
		BODY / GLASS DAMAGE			
		CONTROL PANEL: GAUGES / CONTROLS / LIGHTS / SEAL / GLASS			
		ARMS / FORKS			
		JOYSTICK OPERABLE			
LOOSE ITEMS: SELECT YES OR NO IF THEY ARE GIVEN AT THE TIME OF DELIVERY					
YES / NO	FIRE EXTINGUISHER				
YES / NO	TRIANGLE KIT				
YES / NO	OPERATORS MANUAL				
YES / NO	PICTURES TAKEN				
YES / NO	HOE				
YES / NO	SHOVEL				
COMMENTS:					
HAAKER EMPLOYEE					
CUSTOMER NAME PRINTED					
CUSTOMER SIGNATURE				DATE:	TIME:
☐ PICKED UP by HAAKER / ☐ CUSTOMER RETURNED (Check One)					
ODOMETER/MILEAGE			ENGINE HOURS		
BLOWER HOURS			PUMP HOURS		
GOOD	NEEDS REPAIR	QTY			
		DOT COMPLIANT - VERIFY CLASS B LICENSE			
		STICKERS: LUBE / DOT INSP / STATE INSP - LICENSE PLATE			
		HAAKER CAB BOOK: INS CARD / DOT & TANK INSP			
		CLEAN: CAB INTERIOR / TRUCK EXTERIOR / DEBRIS TANK EMPTY			
F 3/4 1/2 1/4 E		CAB INTERIOR: SEATS / CONTROLS / GAUGES / DASH / MIRRORS			
F 3/4 1/2 1/4 E		FUEL LEVEL	COST PER GALLON: \$10.00 (incl labor & current diesel cost)		
		DEF LEVEL	COST PER GALLON: \$22.00 (incl labor & current DEF cost)		
		BODY / GLASS DAMAGE			
		CONTROL PANEL: GAUGES / CONTROLS / LIGHTS / SEAL / GLASS			
		ARMS / FORKS			
		JOYSTICK OPERABLE			
LOOSE ITEMS: SELECT YES OR NO IF THEY ARE GIVEN AT THE TIME OF DELIVERY					
YES / NO	FIRE EXTINGUISHER				
YES / NO	TRIANGLE KIT				
YES / NO	OPERATORS MANUAL				
YES / NO	PICTURES TAKEN				
YES / NO	HOE				
YES / NO	SHOVEL				
COMMENTS:					
HAAKER EMPLOYEE					
CUSTOMER NAME PRINTED					
CUSTOMER SIGNATURE				DATE:	TIME:

Lessor rents to lessee the equipment described on the reverse side, subject to the provisions herein. Lessee refers to the customer signing this agreement, his employer or partner, and any other person or organization to whom charges are to be billed, all of whom shall be jointly and severally liable hereunder.

OWNERSHIP- the equipment is the property of lessor, regardless of any loss terms herein title shall remain at all times with lessor and is to be returned by lessee to the place where rented at the end of the rental term in the same general condition as when received, excepting ordinary wear and tear. If lessee fails to make any payment when due, attempts to sell or encumber the equipment, ceases operation, institutes or has instituted against him proceedings under bankruptcy or insolvency law, makes an assignment for the benefit of creditors, or fails to comply with any other provision of this rental agreement; or if any attachment, execution, writ or process is levied against the equipment or any of lessee's property, or if for any reason lessor deems itself insecure or the equipment unsafe, lessee agrees to deliver the equipment to lessor on demand and lessor may enter on any job, building or place where the equipment is located and take possession thereof without notice to lessee and this rental agreement shall thereupon terminate at the option of the lessor. In the event of any such action, lessee agrees to pay all guaranteed rentals and all other rentals due, damages for any injury to the equipment, costs of removal from the lessee's possession and all transportation and other charges incurred. If legal action is required to enforce lessee's obligation hereunder, lessee agrees to pay the costs thereof including reasonable attorney's fees paid by lessor.

TERMS- Lessee shall pay all rental, time, mileage, service, transportation, refueling and other charges in accordance with this agreement, all sales and use taxes and expenses, the stipulated rental rate entitles lessee to 40 hours/week, 160 hours/month operation. Hours are measured by engine hours. Excess usage will be prorated from the stipulated rental rate and this, plus taxes, will be charged. Lessor shall have a lien, as allowed by law, for charges incurred hereunder upon premises and improvements upon which equipment is employed. Rentals are payable to the office shown on this agreement unless otherwise specified. Lessee pays all shipping, loading and unloading, and assembling and dismantling expense. Any special rate granted can be revoked if Lessee is late on rental payment. All rentals shall be under a 28-day billing cycle. No rental credits will be issued due to inclement weather.

USE- Equipment shall be used solely in customer's business and only within its rated capacity by competent personnel in a safe and careful manner. Equipment shall not be used: to carry persons for hire; to carry persons other than drivers or helpers employed by lessee (and these shall be carried within the cab) and then only if such carriage is lawful; to transport property for hire unless lessee obtains all necessary permits and licenses; in violation of any law or ordinance or in any speed contest; for the carrying or hauling of explosives or other hazardous material. If equipment is used in violation of the paragraph, or is obtained from lessor by fraud or misrepresentation, or if used in furtherance of any illegal purpose, all use of equipment is without lessor's permission.

MAINTENANCE- Lessee shall perform and pay for all normal periodic service, adjustments and lubrications of equipment before each shift, such as; checking and maintaining proper levels in crankcase, transmission, final drives, elevator gear box, radiator, tire pressure and batteries. If equipment fails to operate properly or if it needs repair, lessee shall cease using immediately and notify lessor. Lessee shall also perform any preventative maintenance on both chassis and body of equipment if equipment is taken out of Lessor's regional territory.

INSURANCE- All loss or damage to equipment from any cause whatever while on rental or in lessee's care, custody and control, whether or not due to fault of lessee, including but not limited to lessee's negligence, fire, flood, theft, comprehensive losses, collision and upset and Acts of God shall be the sole responsibility of lessee and shall be paid to lessor promptly upon receipt of invoice. Lessee further agrees, at lessee's sole cost and expense, to secure and maintain in force during the entire term of this agreement, insurance satisfactory to lessor for the benefit of the lessor against all the foregoing risks to the extent it is available at commercial rates. In this regard, lessee shall, at his expense and during the term hereof, maintain in force and effect the following policies of insurance:

- **Workers' Compensation and Employer's Liability** insurance covering employees engaged in operations hereunder in compliance with all applicable state and federal laws. Coverage shall include Employer's Liability with minimum limits of \$1,000,000 each employee, \$1,000,000 each employee/disease, and \$1,000,000 policy limit. A waiver of subrogation is required in favor of Lessor Indemnified Parties.
- **Commercial General Liability** insurance with a minimum limit of \$1,000,000 per occurrence, with no General Aggregate less than \$2,000,000, including coverage for, Products and Completed Operations, and other contractual obligations as respects this contract and proper coverage for all other obligations assumed in this agreement.
- **Automobile Liability** Insurance (if utilizing tagged vehicles for road use) and including MCS-90 and CA9948 endorsements (if transporting hazardous materials). Auto Policies are required to include Any Auto or Owned, Non-Owned and Hired Automobile. Coverage shall include Hired Auto and Non-Owned Auto physical damage coverage and comprehensive and collision deductible. Limit shall be in the amount of at least \$1,000,000 Combined Single Limit.
- **Excess (or Umbrella) Liability** coverage in excess of the preceding liability policies limits of not less than \$3,000,000.00. All coverages and terms required under the Commercial General Liability, Automobile Liability and Employer's Liability must be included on the Excess/Umbrella Liability policy. Higher limits or lower limits may be required or accepted by lessor.
- **Inland Marine** insurance on a form covering Leased and Rented Equipment insuring the Equipment against loss by all risks at an amount equal to the full replacement value of the Equipment. Such coverage shall also cover the Equipment during transportation as "Cargo." Such policy shall name lessor as a Loss Payee and contain a maximum deductible of no more than \$5,000. If lessee arranges transport with a third party, lessee shall also require the third party to maintain Cargo coverage for the full replacement value of the Equipment. If equipment is scheduled, the policy number, effective dates, make, model, serial number(s), and the value of the equipment must be clearly indicated on the certificate. Waiver of subrogation is required in favor of the additional insured parties. Lessee shall be responsible for any and all extra expenses including loss of use, arising out of damage to the equipment caused by the operation; maintenance or use of said equipment, including any deductible to which the insurance may be subject.

Lessee shall, on demand, furnish lessor a certificate of such insurance which may not be canceled or materially modified except on twenty (20) days prior written notice to lessor. Lessee agrees to abide by the provisions of said policy and to notify lessor and the insurer of any accident or occurrence involving equipment immediately by telephone and thereafter to promptly report to them in writing all information relevant thereto. Lessee, its agents and employees shall cooperate fully with lessor and insurer in the investigation, prosecution and or defense of any claim or suit and shall do nothing to impair or invalidate the applicable insurance coverage. Lessor's acquiescence in lessee's certificate(s) of insurance shall not be a waiver of lessee's insurance obligations hereunder. Commercial General Liability and Business Automobile policies shall name Lessor Indemnified Parties as additional insured (ISO form CG 20 34 or equivalent). If applicable, coverage for additional insured must be both for ongoing and completed operations. All policies, regardless of whether required under this Agreement, shall waive all rights of subrogation against Lessor Indemnified Parties and be primary and non-contributory to any coverage maintained by Lessor Indemnified Parties.

INDEMNIFICATION - Lessee shall to the fullest extent permitted by law defend, indemnify and hold harmless lessor, its subsidiary and affiliated companies, their officers, agents and employees ("Lessor Indemnified Parties"), against all claims, costs, damages loss, liabilities, and expense, including reasonable attorney's fees, ("Claims") by reason of bodily injury, including death and property damage, sustained by any person or persons, including but not limited to employees of lessee as a result of the maintenance, ownership, use, operation, storage, erection, dismantling, servicing or transportation of equipment, whether such bodily injury, death or property damage are due or claimed to be due to any negligence of lessor, employees or agents of lessor or any other person. Lessee expressly and specifically agrees that the foregoing obligation to indemnify shall not in any way be affected or diminished by any statutory limitation of liability or immunity lessee enjoys from suits by its own employees. Lessee's duty to indemnify shall continue in full force and effect notwithstanding the expiration or early termination of this lease.

REGULATIONS- Lessee shall, at his expense, comply with all local, state and federal laws and regulations affecting equipment and its use, operations, erection, dismantling and transportation, including licensing and building code requirements and shall defend, indemnify and hold harmless Lessor Indemnified Parties from all loss, liability or expense resulting from actual or asserted violations of any such laws, requirements or regulations. Lessor must comply with all USDOT Federal Motor Carrier Safety Administration regulations. Lessor must display the identification number issued to the renting motor carrier by the FMCSA, preceded by the letters USDOT. THIS RENTAL AGREEMENT MUST BE KEPT WITH THE VEHICLE AT ALL TIMES

RENTAL CONTRACT- This is a rental contract only and lessee cannot assign it. Lessee is not an agent or employee of lessor for any purpose. Lessee shall not suffer any liens or incumbrances to attach to equipment and shall, to the fullest extent permitted by law, defend, indemnify and hold Lessor Indemnified Parties harmless from all Claims by reason thereof. Use of equipment by others than lessee or its employees must be approved in writing in advance by lessor and shall be at lessee's sole risk. Lessor shall not be liable for loss or damage to any property left, stored, loaded or transported by lessee or any other person in or upon equipment, whether or not due to the negligence of lessor, its agents and employees (a) at any time whether equipment then be in the physical possession of lessee or lessor or anyone else; (b) or at any place including without limitation any of lessor's garages or locations. Lessee hereby assumes all risk of such loss or damage and waives all claims against lessor by reason thereof, and to the fullest extent permitted by law agrees to indemnify, defend, and hold Lessor Indemnified Parties harmless from and against all Claims arising out of such loss or damage, and from and against all Claims caused or arising out of lessee's failure to comply with the terms of the agreement.

RECOVERY- Lessor shall have the right to issue and circulate theft notices, cause warrants to be issued for the taking into custody of lessee, his agent, partner or employee, and/or take any other steps which lessor shall reasonably deem necessary to recover equipment if it is not returned at the time specified herein, or sooner, as permitted by the terms of this agreement. Lessee hereby releases and agrees to indemnify, defend, and hold harmless Lessor Indemnified Parties to the fullest extent permitted by law against all Claims which lessee or any other party may sustain as a result of any action taken by lessor under the preceding sentence. All charges are subject to final audit.

LOSS- In the event of loss, theft or damage to equipment, lessee agrees to notify lessor immediately by telephone, and thereafter to immediately report in writing to lessor and the public authorities (where required by law or by lessor) all information relating thereto. Lessee shall cause its agents and employees to give lessor and the public authorities proper and full information and assistance in the investigation and prosecution of any matter resulting from said loss, theft or damage, Lessor reserves the right to leave the rental active until the matter is resolved.

ATTORNEY'S FEES- If any party to the Agreement shall be required to employ attorneys to enforce or defend the rights hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fee, including attorneys' fees at the appellate level and in any bankruptcy proceedings.

REPAIRS- When provided to lessee, equipment is believed to be in good mechanical condition. Lessee shall examine equipment upon delivery and promptly notify lessor of any evidence to the contrary, if during lessee's use of the equipment during the term of this agreement, or any extension thereof, equipment is found not to be in good mechanical condition as a result of conditions not the responsibility of or caused by the fault or negligence of lessee, its employees or agents (including but not limited to a failure of lessee to service, adjust and lubricate equipment) lessee will notify lessor who at its option will: (a) repair or suitably replace equipment within a reasonable time during lessor's normal working hours, the commencement or renewing of the terms of this agreement to be tolled for the period equipment is down, or (b) remove equipment and terminate this agreement and refund prepayments of rental charges, if any, for the unexpired agreement term, less whatever is due lessor for damages to or maintenance of equipment which is lessee's responsibility. Lessee agrees to provide full access to equipment to lessor's representatives so as to enable lessor to meet its responsibilities hereunder.

No modifications are to be made to equipment or customer will be charged to correct modifications.

Conversely, repairs required as a result of damage, improper operation, use or maintenance will be charged to lessee and rental will continue until repairs are completed. Unless this agreement is accompanied by a separate tire or track wear agreement, lessee will be responsible and charged for cuts, tears, punctures, bruises and separation of tires or unusual wear or damage to tracks. In this regard, any expenses incurred for field travel, mechanic's time or hauling of equipment to effect repairs will be charged to lessee.

Notwithstanding the previous paragraphs and to the fullest extent permitted by law, lessee agrees to indemnify, defend, and hold harmless Lessor Indemnified Parties for all Claims arising out of or related to the operation, use, possession or rental of the Equipment. If it is judicially determined under applicable law that a release, defense, indemnity or hold harmless protection in this Agreement is to any degree void or unenforceable, lessee's obligations shall automatically be amended to provide the most protection to lessor as permitted under applicable law.

THE FOREGOING IS IN LIEU OF (A) ALL WARRANTIES EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (B) ALL OBLIGATION OR LIABILITIES ON THE PART OF LESSOR FOR DAMAGES, INCLUDING BUT NOT LIMITED TO INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE LEASING MAINTENANCE, USE, OPERATION, STORAGE, ERECTION, DISMANTLING OR TRANSPORTATION OF EQUIPMENT.

Any failure of performance by lessor which is due to causes beyond lessor's control, including but not limited to acts of civil or military authority, Acts of God, labor difficulties, failure of transportation, and delays of supplies is not deemed to be a default by lessor.

INTEREST- Invoices unpaid within the terms of lessor's invoices will accrue interest at the rate of 24% per annum.

REFUELING- Lessee agrees to return equipment with full fuel tank(s) otherwise lessee will be charged for refueling upon return.

COMPLETE AGREEMENT- This instrument expresses the entire agreement between the parties. Lessee's execution of this instrument and or acceptance of delivery of any part of equipment to be furnished hereunder will constitute lessee's acceptance of the provisions contained herein and the exclusion of any terms and conditions otherwise stated by lessee or contained in lessee's purchase documents which conflicts with or limit the provisions contained herein.

FUEL RECEIPTS - When in an Apportioned Plated vehicle, the mileage and fuel log must account for all fuel received. If this reporting is not completed in full, you will be charged \$0.50 per mile that the unit was driven during your rental period. A Fuel Tax Reporting form has been supplied. Fuel receipts are due weekly. They are to be sent to rental@haaker.com

FUEL & TRIP PERMITS- When required it is the Lessee's responsibility to obtain and maintain a valid trip and fuel permit when not in an apportioned plated vehicle. Lessee will assume all responsibility for any fines or violations for not having such permits.

PRELIMINARY NOTICE- Preliminary Notice can and will be filed on Lessee's project where Lessor's equipment is being operated.

I agree to the terms and conditions stated above.

City of Oxnard

Company Name

Printed Name Page 4 of 5

Signature

Date

	Equipment #	Product Model	Serial Number	VIN #	Fuel Type	Chassis	Monthly Cost
1	107427 (84191)	Zero Radius	70161	1CYAADAD9S1006532	CNG	Battle Motors	\$ 11,000.00
2	107426 (84190)	Zero Radius	70156	1CYAADAD7S1006531	CNG	Battle Motors	\$ 11,000.00
3	107478 (84193)	Zero Radius	70185	1CYAADAD2S1006534	CNG	Battle Motors	\$ 11,000.00
4	107428 (84194)	Zero Radius	70296	1CYAADAD4S1006535	CNG	Battle Motors	\$ 11,000.00
5	107429 (84195)	Zero Radius	70155	1CYAADAD6S1006536	CNG	Battle Motors	\$ 11,000.00
6	107430 (84196)	Zero Radius	70157	1CYAADAD8S1006537	CNG	Battle Motors	\$ 11,000.00
7	114108 (84197)	Zero Radius	70421	1CYAADADXS1006538	CNG	Battle Motors	\$ 11,000.00
8	107431 (84198)	Zero Radius	70224	1CYAADAD1S1006539	CNG	Battle Motors	\$ 11,000.00
9	107432 (84199)	Zero Radius	70255	1CYAADAD8S1006540	CNG	Battle Motors	\$ 11,000.00
10	107436 (84206)	Zero Radius	70057	1CYAADAC3S1006601	Diesel	Battle Motors	\$ 11,000.00
11	104992 (84205)	Zero Radius	69869	1CYAADAC1S1006600	Diesel	Battle Motors	\$ 11,000.00
12	107442 (84226)	Zero Radius	70375	1CYAADAC4T1007001	Diesel	Battle Motors	\$ 11,000.00
13	107477 (84231)	Zero Radius	70402	1CYAADAC3T1007006	Diesel	Battle Motors	\$ 11,000.00
14	114930 (84714)	Meridian	71683	3BPDJ0X8TF794621	Diesel	Peterbilt	\$ 10,500.00
15	114850 (84716)	Meridian	71642	3BPDJ0X1TF794623	Diesel	Peterbilt/Mack	\$ 10,500.00
16	114880 (84719)	Meridian	71684	3BPDJ0X7TF794626	Diesel	Peterbilt/Mack	\$ 10,500.00
17	115146	Meridian	72068	3BPDJ0X5TF794625	Diesel	Peterbilt/Mack	\$ 10,500.00
18		Roll-Off		TBD	CNG	Auto Car	\$ 9,500.00
19		Roll-Off		TBD	CNG	Auto Car	\$ 9,500.00
20		Roll-Off		TBD	CNG	Auto Car	\$ 9,500.00
21		Roll-Off		TBD	CNG	Auto Car	\$ 9,500.00

Total Monthly Cost \$ 223,000.00

CITY OF OXNARD

By: _____ Date: _____

Name: _____

Title: _____

Approved as to form:

By: _____

Stephen M. Fischer

(Type or print name)

City Attorney

(Title)

Date: _____

HAAKER EQUIPMENT COMPANY

By: _____ Date: _____

Name: _____

Title: _____

Attest:

By: _____

Lourdes A. López, City Clerk

(Only if Mayor signs)

Date: _____

**Solicitation Number: RFP #110223****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and McNeilus Financial dba McNeilus Truck & Mfg., 524 East Highway St. Dodge Center, MN 55927 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Refuse Collection Vehicles with Related Equipment, Accessories and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires December 28, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier.

D. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to

laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcwell, and Participating Entity as soon as possible if this Contract or any aspect related to

the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

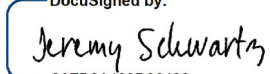
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

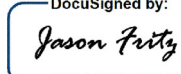
22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

McNeilus Financial dba McNeilus Truck & Mfg.

DocuSigned by:

 By: C0FD2A139D06489...
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 12/23/2023 | 1:06 PM CST

DocuSigned by:

 By: 235FF4DAC9F04E6...
 Jason Fritz
 Title: Vice President of Sales
 Date: 12/22/2023 | 1:13 PM PST

Approved:

110223-MCN

DocuSigned by:

By: 48BAF71B0894454...
Chad Coauette
Title: Executive Director/CEO
Date: 12/23/2023 | 8:37 PM CST

RFP 110223 - Refuse Collection Vehicles with Related Equipment, Accessories, and Services

Vendor Details

Company Name: McNeilus Financial DBA McNeilus Truck & MFG

Does your company conduct business under any other name? If yes, please state: MN

Address: 524 East Highway St
DODGE CENTER, MN 55927

Contact: Joseph Pisano

Email: Jpisano@mcneilusco.com

Phone: 732-740-2988

Fax: 732-966-4798

HST#:

Submission Details

Created On: Monday October 16, 2023 10:48:11

Submitted On: Wednesday November 01, 2023 17:09:54

Submitted By: Joseph Pisano

Email: Jpisano@mcneilusco.com

Transaction #: 47d704db-588e-4eed-9563-19d9c933d75b

Submitter's IP Address: 198.190.231.15

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	McNeilus Financial DBA McNeilus Truck & MFG	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	McNeilus Truck & Manufacturing	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	N/A	*
5	Proposer Physical Address:	524 East Highway St Dodge Center, MN 55927	*
6	Proposer website address (or addresses):	www.mcneiluscompanies.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jason Fritz Vice President of Sales 524 East Highway St Dodge Center, MN 55927 JFritz@mcneilusco.com 507-374-6321	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Joseph Pisano Senior Refuse Sales Manager 524 East Highway St Dodge Center, MN 55927 JPisano@mcneilusco.com 507-374-6321	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Ryan Humphrey Senior Regional Sales Manager 524 East Highway St Dodge Center, MN 55927 RHumphrey@mcneilusco.com 507-374-6321	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Since our founding in 1970 McNeilus has been a leading manufacturer of specialty vehicles in the vocational space, adding Refuse Collection Vehicles to our portfolio in 1989. Since then, we have manufactured refuse collection vehicles for fleet, municipal, and independent haulers throughout the Americas out of our Dodge Center, Minnesota based headquarters and factory. McNeilus offers products and services specific to refuse collection including a wide range of body types, parts, and service through a factory direct model. McNeilus has built a dedicated, direct-to-you parts, sales, and service network—backed by a comprehensive network of branch locations and service centers. With rigorously trained mobile technicians and certified service technicians operating across the continent, McNeilus has the flexibility to bring service to your fleet wherever and whenever. With Oshkosh Corporation as our parent company, we're partners in engineering and innovation, sharing technologies and know-how for a powerful competitive advantage. Which means you get world-class heavy-duty truck-building expertise, 850+ patents for new product innovations, and 1,350 global product developers advancing the industry together. We're not just devoted to the research and development of innovative concepts, products and practices including telematics, automation, and lighter, stronger vehicles. McNeilus is fully committed to thoroughly testing and proving them to help drive industry standards. We are constantly and continuously reducing the environmental impact of our products and production, improving workplace conditions, reducing costs, increasing value and being active in our communities. We have helped our customers and their communities become more environmentally friendly and control costs with CNG powered vehicles and Battery Electric Vehicle technology. Our commitment to our communities goes beyond the trucks we build. We're a big backer of the United Way in our local areas. We've teamed up to support Ronald McDonald House with a unique program called Cans for Kids. And we're proud supporters of education and research programs for both the construction and waste collection industries through the CIM and EREF. The Environmental Research and Education Foundation provides educational grants and scholarships and conducts scientific research dedicated to improving waste management practices. Proof that we're here for our communities now and on the road ahead.	*
11	What are your company's expectations in the event of an award?	When McNeilus is awarded the Sourcwell contract, our expectation as a leading manufacturer in the Refuse Collection Vehicle industry we would continue to leverage McNeilus's expertise with the resources and knowledge available through Sourcwell to better align with the needs of municipalities across North America. With a strong factory direct sales force, we are able to drive our team to continuing education events offered by SourceWELL like Getting to Know You, H20, Regional Accelerator Trainings and SourceWELL Universities. We anticipate further leveraging these synergies to accelerate municipal sales for McNeilus, and aid in our increased focused on Municipal Market Share.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	McNeilus is a subsidiary of Oshkosh Corporation, which is a publicly traded company. We have attached our publicly accessible annual report from 2022, which is the most recent iteration of this report. This report along with any of the financial statements, SEC filings, earnings releases, webcast recording of earnings calls, and many other resources can be found at: https://investors.oshkoshcorp.com/financials/annual-and-quarterly-results/default.aspx The financials enclosed with this bid, and supporting information at the aforementioned website will demonstrate McNeilus's, along with Oshkosh Corporation's and our other subsidiaries to be financially sound.	*
13	What is your US market share for the solutions that you are proposing?	That information is not available to us because there are antitrust safe harbor parameters that the refuse collection vehicle industry does not meet. The requirements for us to continue to receive market share data: * Five participants * Not more than one participant can have 25% market share * Three of the participants cannot have more than 60 percent.	*
14	What is your Canadian market share for the solutions that you are proposing?	That information is not available to us because there are antitrust safe harbor parameters that the refuse collection vehicle industry does not meet. The requirements for us to continue to receive market share data: * Five participants * Not more than one participant can have 25% market share * Three of the participants cannot have more than 60 percent.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	We are a Manufacturer. As a manufacturer, we have a direct sales force in the United States and Canada directly employed by McNeilus. Our service capabilities consist of a mix of factory direct service locations and technicians, mobile technicians, and Authorized service and parts centers. With the exception of authorized service and parts centers, all individuals are employees of McNeilus.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	• ISO 9001: 2018 • ANSI Z245 Accredited Standards Compliant	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Table 3A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
19	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	As one of the leading manufacturers of mobile Refuse Collection Vehicles in North America we offer a full array of not only Refuse compaction bodies, but complimentary technologies assisting in the total collection of commercial and curbside refuse and recycling. McNeilus offers Residential Rear Load, Commercial Rear Load, Split Body Rear Load, Commercial Front Load, Residential Front Load, Automated Side Load, and Manual Side Load bodies. Additionally, cart tippers, commercial collection attachments, Latitude Residential Collection System for Residential Front Loaders, camera systems, ClearSky Telematics, Cart Seeker Automated Curbside Collection (AI Based), back up sensors, scales, organics collection packages, access to chassis, CNG Systems, and integration with EV Chassis through McNeilus's patented ePTO system. Also, McNeilus offers a full range of stocked replacement parts for McNeilus and other refuse body manufacturers, as well as warranty, service and support.
20	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Subcategories include Front Load, Rear Load, Manual Side Load and Automated Side Load Refuse Collection Vehicles, their associated parts, and provide service for all bodies in the refuse industry.
21	If your proposal does not include the chassis as a turnkey solution, describe in detail, the process to assist the member to acquire the chassis.	While McNeilus offers access to chassis through our partner and stock truck program, McNeilus On Demand, this is not the only pathway to receiving a turnkey solution. McNeilus encourages all customers to work with their local chassis provider to supply chassis to be upfit with a McNeilus Refuse Body. This is a commonplace practice for McNeilus, and we have extensive relationships built with most OEM Chassis manufacturers to ensure seamless integration of body and chassis through the use of the unique codes. McNeilus holds regular integration meetings to ensure chassis are ordered appropriately to receive a McNeilus body, and continuously drive improvements. The McNeilus Factory Sales team would work with local chassis providers and municipalities to provide sample chassis specifications, review supplied chassis dealer specification, and provide feedback on any changes needed. Upon agreement McNeilus obtains sign off by all parties that the specifications are meeting all parties needs. Upon chassis completion and shipment to McNeilus's Dodge Center, MN Facility, it is then checked in and verified that all components were sent correct, and dimensions match the specification agreed upon. Once this validation occurs, the chassis is then ready to have the McNeilus body mounted on it.
22	If a hybrid/electric chassis option is not a part of your product offering, provide information on when a hybrid/electric option may be part of your offering.	As a body manufacturer and technology company, McNeilus has developed a patented ePTO solution that provides a unique ability to easily integrate with Battery Electric Chassis offerings. McNeilus has produced dozens of Refuse Bodies on Battery Electric Chassis to date, and has streamlined the process through manufacturing to simplify the integration effort in production to make this offering sustainable and scalable.

Table 3B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
23	Front-load, side-load, rear-load, and multi-compartment refuse vehicles, including electric powered refuse vehicle bodies	☒ Yes ☐ No	Rear Load and Side Load Bodies are already integrated with Battery Electric Vehicles, other models are continuing to be developed and ready when market demands.
24	Wide range of chassis, including internal combustion, natural gas or propane Autogas, hybrid or alternative fuel, and electric powered	☒ Yes ☐ No	There will be access to McNeilus's stock and partner chassis pool, and McNeilus On Demand Complete Truck Program.
25	Technological, logistical or mechanical accessories designed to increase operator and vehicle safety	☒ Yes ☐ No	We offer a mix of technology and mechanical accessories that aid in operator and vehicle safety.
26	Maintenance services	☒ Yes ☐ No	Warranty and repair services.

Table 4: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
27	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	McNeilus recognizes the value in SourceWELL and its breadth of value-added benefits. Leveraging this relationship further and providing a competitive advantage to SourceWELL with a larger discount than other Cooperatives will help drive incremental growth.

Table 5: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
28	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	McNeilus will be taking a broad percentage discount approach for refuse collection bodies, and their corresponding options and parts. McNeilus will provide the most common options and parts as part of a published price list, but can price additional lower frequency options and parts by request. Chassis pricing will be passed through at the discounted price that McNeilus purchases for plus an administrative fee to cover things like flooring, and costs associated with transfer of paperwork. McNeilus, being a part of the larger Oshkosh Corporation family, gets a substantial discount at the Chassis Manufacturer level given the volume of chassis purchased annually as a company. This discount is typically, substantially more than any chassis dealer can pass along to individual customers. Chassis will be listed as Price Upon request due to the volatile nature of pricing we have seen over the last several years, in addition to the variation in options that can be selected on incoming chassis makes and models. Chassis will also be subject to any surcharges that are passed through from the chassis manufacturer and will be supported with documentation that supplied to McNeilus by the respective chassis manufacturer. Parts pricing will be subject to quarterly pricing updates as our previous annual pricing proved to be too volatile given supply chain constraints, rapidly rising costs from 2nd and 3rd tier suppliers, and quickly rising freight costs to get parts to McNeilus distribution centers. By listing the most common options and parts, this will provide a more user-friendly document to help SourceWELL members quickly get an estimated price for a complete body with options, or replacement parts. By working with one of McNeilus's factory direct sales team members, a SourceWELL member will be able to get a full quote worked up quickly and ensure all of their needs are met through a full specification review. Please see the attached pricing files for the specific priced items as listed above. McNeilus also partners with the largest refuse truck rental companies in the industry and can further assist in supporting rental needs as requested. By reaching out to a McNeilus factory sales team member, a SourceWELL member can easily get availability and pricing for a rental truck that meets the member's needs.
29	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	McNeilus is excited to offer SourceWELL members a Eight (8) percent discount off of MSRP for all Whole Goods, Options and Parts with the exception of extended warranties. Chassis pricing will be priced upon request, as well as requests for rentals, pending availability.

30	Describe any quantity or volume discounts or rebate programs that you offer.	McNeilus Factory Direct Sales team members, along with our leadership team, will consider additional discounts for SourceWELL members that order multiple units. Additionally, those recurring customers could also have access to discounts beyond the base discount offered above.	*
31	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	"Sourced" products or "nonstandard options" will be priced by McNeilus Factory Direct Sales Team Members upon request and will follow the above pricing structure of SourceWELL member discount percentage off of MSRP, unless otherwise covered in the above sections.	*
32	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Any taxes associated with the acquisition of any offered product, title, license, registration fees, or the like are not included in any McNeilus quotation, unless otherwise noted or where required by law. Additionally, requests for service technician training by the SourceWELL members will be offered at current rate less the SourceWELL Member Discount described above, and are not included in the base price of units, unless otherwise noted.	*
33	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight will be priced at current rates, and is subjective based on number of miles traveled, fuel costs, insurance rates, and other contributing factors. Customer Pick up for those customers choosing to do so, or providing their own logistics carrier is also available at no charge.	*
34	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	McNeilus has the ability to assist in coordination of Shipping and Delivery for Alaska, Hawaii, or any offshore delivery location. This requires coordination of different transit methods, for example most often the RCV is driven via driveway service to a shipping port or marine transfer yard and then wrapped for cargo ship transit to final destination. This unique shipping and delivery requirements are priced on a case by case basis as required. Shipping expenses are not included in the base specifications cost.	*
35	Describe any unique distribution and/or delivery methods or options offered in your proposal.	As mentioned several times above, McNeilus uses a factory direct sales and distribution model including several factory owned service branches and parts distribution warehouses. McNeilus also recognizes the importance of on site service, and has a robust mobile service network by factory direct service technicians. Additionally, McNeilus has strategic Authorized service and parts distribution centers.	*

Table 6: Payment Terms and Financing Options

Line Item	Question	Response *	
36	Describe your payment terms and accepted payment methods.	All Orders will have Net 30 terms from date of delivery to FOB point. Checks, wires, and ACH payments are accepted directly between customer and McNeilus. No other payment methods accepted unless otherwise agreed upon in writing by McNeilus and End User customer.	*
37	Describe any leasing or financing options available for use by educational or governmental entities.	We partner with National Cooperative Leasing (Sourcewell Contract #011620-NCL) for turnkey packages best suited to municipal leasing opportunities.	*
38	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	McNeilus Factory Direct Sales Team Members use a web based quoting tool to build and develop SourceWELL Member body or "package" quotes (body and chassis), and share with the member a quote page containing price with option for signature, body specifications, terms and conditions and an optional data service agreement for those members interested in trialing or signing up for McNeilus' telematics solution ClearSky. SourceWELL members are also able to commit to a body order by providing McNeilus with PO reflecting the price that has been quoted to them referencing the SourceWELL contract number, and Quote number.	*
39	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We do not accept P-Card for Body or turnkey body and chassis solutions at this time. P-Cards are accepted for parts and service solutions.	*

Table 7: Audit and Administrative Fee

Line Item	Question	Response *
40	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Being a Factory Direct Sales Force, McNeilus has a controlled and straightforward pathway to providing quotes, invoicing, and internal audit measures. With our direct sales force, all quotes that are quoted for municipal customers that identify themselves as SourceWELL Members are built by our sales team, and crosschecked for specification and pricing accuracy by sales leaders. We conduct SourceWELL pricing strategy trainings biannually, and have widened the number of approvers to allow for quicker turnaround times on quotes while still ensuring accuracy. Sales leaders working directly with our data management and finance teams identify and flag all SourceWELL quotes for audit to ensure that the SourceWELL fee is accurately applied, and marked for remittance in the appropriate quarter corresponding with delivery and payment of the body, package, or parts order. Additionally, in the event of any change orders, units being delivered are reviewed again by our finance team for any variation in price from time of original quote and time of delivery to ensure that the correct fee is remitted to SourceWELL.
41	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Monthly and quarterly sales numbers are shared with the sales team as well as corporate leadership specifically around municipal and SourceWELL performance. We use these numbers as coaching opportunities for those sales team members that are not seeing the growth goals expected, while also giving a platform for those who have been successful to share "wins" of how they utilized SourceWELL, and correctly positioned this contract with their municipal contacts. Additionally, using SourceWELL and McNeilus's quarterly touchpoints with sales leaders and supplier development staff, we get up to date information to understand how we are performing in the current year or quarter compared to years past. This helps to shape our sales road map and ensure that we are driving growth through this program and enhanced adoption across the country by our direct sales team. McNeilus anticipates more frequent touchpoints with not only sales leadership, but also the sales team members. A goal for 2024 and beyond will be to ensure all sales team members attend at least one SourceWELL hosted event locally to augment the biannual training conducted internally. Growth through the SourceWELL contract is the Key Performance Indicator that will be looked at most by McNeilus Leadership, specifically gaining incremental sales volume year over year through leveraging the resources available on the SourceWELL supplier website and their people.
42	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	McNeilus is proposing an administrative fee of 1.5% on body, options, and fuel systems, excluding the price of the chassis on those orders that are placed where the chassis is purchased directly from McNeilus. Parts orders will have a percentage based model of 1.5% on total parts purchased, excluding shipping charges.

Table 8: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
43	Describe any relevant industry awards or recognition that your company has received in the past five years	For eight consecutive years, Oshkosh Corporation has been recognized as one of the World's Most Ethical Companies by Ethisphere, and is one of only eight honorees in the industrial manufacturing category. Fortune's "World's Most Admired Companies" (2023) 2023 Computerworld's Best Places to Work in IT Forrester's Technology Strategy Impact Winner (2022) BuiltIn 2023 Best Places to Work Foundry's 2023 CIO 100 Award for the fifth consecutive year. Member of Dow Jones Sustainability Indices DiversityInc Top 50 Military Friendly Awarded 5 consecutive years 2022 Vet's Ready Employer, Gold Winner National Organization on Disability (2022)	*
44	What percentage of your sales are to the governmental sector in the past three years	8.6%	*
45	What percentage of your sales are to the education sector in the past three years	We do not differentiate between governmental and education sectors, as the education sector is a very small portion of our SLED sales. Therefore, this is included in the 8.6% number above.	*
46	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sourcwell: \$8,506,835 in 2022, \$6,307,660 in 2021, and \$9,752,126 in 2020	*
47	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None	*

Table 9: Top Five Government or Education Customers

Line Item 48. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Exercising option of not naming entity	Government	New York - NY	Refuse Collection Vehicles	155 Units	\$15,393,297	*
Exercising option of not naming entity	Government	Georgia - GA	Refuse Collection Vehicles	45 Units	\$5,850,011	*
Exercising option of not naming entity	Government	Texas - TX	Refuse Collection Vehicles	49 Units	\$5,576,105	*
Exercising option of not naming entity	Government	New Jersey - NJ	Refuse Collection Vehicles	17 Units	\$4,584,059	*
Exercising option of not naming entity	Government	Hawaii - HI	Refuse Collection Vehicles	27 Units	\$3,531,609	*

Table 10: References/Testimonials

Line Item 49. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Atlantic County Utility Authority	Matt Denafo	(609) 272-6950	*
County of Dekalb	Robert Gordon	(404) 297-3280	*
City of Des Moines	Brian Bennett	(515) 323-8940	*

Table 11: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
50	Sales force.	McNeilus offers a factory direct sales force, and sales process to all Sourcewell members. With this direct sales force only selling Refuse Collection Vehicles, parts and service related to these products Sourcewell members are getting experts helping them with the solutions they need. This also ensures a team of people intimately familiar with the Sourcewell pricing structure, contract, and knowledge of how to provide options to customers via the Sourcewell contract. In addition to our direct sales force of more than 25, McNeilus has recognized the importance of building out a robust sales operations team of over 15 that ensure order accuracy, timely communication, chassis and body compatibility, and quote auditing to ensure pricing accuracy consistent with the Sourcewell contract. Additionally supporting the sales team is a marketing team of four (4) that assist in creating collaterals, social media marketing, trade show support, and organizing virtual monthly, and in person bi annual national sales meetings aimed at providing the latest updates to our direct sales force.	*
51	Dealer network or other distribution methods.	McNeilus currently does not have a dealer network as we have been a factory direct sales organization for over 50 years in the US and Canadian markets. With strategically located factory owned service branches and factory employed mobile service employees, Via this network, along with some strategic 3rd party Authorized Service Centers, McNeilus is well established to sell, service, and support all of our customers, especially Sourcewell members.	*
52	Service force.	With the current mix of McNeilus branch locations and mobile technicians, as well as our partner authorized service center locations, we are ready to meet the needs of customers wherever they may be. We are continuously looking at areas that need more McNeilus service, Parts Warehousing, and mobile technicians and are evaluating where we can continue to grow the footprint to better serve our customers through traditional and nontraditional McNeilus methods. McNeilus currently employees about 75 technicians across the country between our nearly 15 company branch locations, and remote service technicians providing on customer site repairs, warranty, and diagnostic abilities. McNeilus also employs a team of remote (over the phone) factory direct, dedicated, troubleshooting technicians to aid customers in diagnosing and troubleshooting issues through dialing one of our McNeilus help lines.	*
53	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sourcewell members will contact a factory direct McNeilus regional sales manager seeking information or a quotation on a refuse collection vehicle. After discussing the customer needs, and potentially an in person review of existing equipment, a specification is set forth and the McNeilus factory direct regional sales manager will use our web based configurator to build the specification and generate a price to the Sourcewell member. All Sourcewell quotes will be reviewed by sales leadership for accuracy, and to ensure all portions of the Sourcewell contract are adhered to, including price and clearly stating the Sourcewell contract number on the quote. The quote and specification are then shared with the Sourcewell member. If the Sourcewell member is providing their own chassis, or a chassis from their local dealer, a chassis specification will be shared with the regional sales manager for a compatibility review to be done by McNeilus engineering and/or Sales Operation team member to ensure correct component placement, integration work is done by, and best possible body fitment. Upon acceptance, either the quote is signed and returned, or a customer issued PO is returned to the regional sales manager, and the documentation is submitted into our quoting tool for placement of the order into our build schedule. Communication will be consistent through the build process to ensure updates are provided, and Sourcewell members know when to expect their equipment so that they can plan accordingly.	*

54	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customers have several methods to contact our world class customer service. Sourcewell members who have placed an order for a unit already have established a rapport with one of our factory direct sales people. Upon delivery of a unit, our sales team members ensure proper delivery, perform any requested operator training, and ensure the Sourcewell member is comfortable with the parts ordering system, how to process a warranty claim, or how to connect with our technical support hotline. We have a newly launched e-commerce website (www.refuse.streetsmartparts.com) for our parts side of the business. This allows for on demand ordering of parts with a simple log in to our parts ordering system. Personalized trainings are offered by sales staff, or our parts staff on website navigation and account set up at no charge. We also support our parts ordering business through strategically located Customer Support Representatives (CSR) in each time zone to maximize the available hours by phone. McNeilus offers both paper and online warranty claims, as well as personalized training on the entire warranty process, online enrollment, and form completion. We have a clearly defined warranty policy, and offer strong guidance on claim submittal, and what all may be covered as well as provide no charge pick up of failed parts to be returned to McNeilus for inspection and quality reporting. McNeilus's service team are Refuse experts. They are strategically located across North America, with mobile service technicians located at these branches, as well as filling the gaps between the branches. We diagnose, repair, and perform service at customer locations wherever possible to help minimize downtime and reduce customer inconvenience.	*
55	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	McNeilus has a robust factory direct sales, service, and parts warehousing staff and branches augmented by Authorized service centers. As described above, and several times herein, McNeilus is a market leader across North America for premium refuse collection vehicle needs. Our factory direct staff gets regularly scheduled Sourcewell training, adheres to our quoting and ordering process, and provides hands on support with our customers directly. We are a North American company, headquartered in Dodge Center, MN. McNeilus has seen a tremendous amount of value in the Sourcewell contract over the past 8+ years, and sees the new award as a key to continued growth in the municipal market, and towards overall market share.	*
56	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	McNeilus being a part of Oshkosh Corporation is positioned well to serve Canada. McNeilus has direct sales staff headquartered out of Canada to support the entire country. We currently serve the government sector there now, and have a very strong presence with private haulers and large fleets.	*
57	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None, We will be serving all of the US and Canada through this contract.	*
58	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We will be serving all participating entity sectors that have a need for refuse collection vehicles.	*
59	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There would be no specific contract requirements or restrictions that would apply to participating entities in Hawaii, Alaska or the US Territories.	*

Table 12: Marketing Plan

Line Item	Question	Response *
60	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Sourcewell is and has been a cornerstone in our municipal strategy. We plan to continue to update our marketing material, social media marketing, and trade show marketing to highlight the partnership between McNeilus and Sourcewell. We currently have a page dedicated to national purchasing programs that can be found at: https://www.mcneiluscompanies.com/mcneilus-refuse-old/national-purchasing-programs/ . Here we highlight the Sourcewell advantage, a link to our contract page, and our contract award number. McNeilus plans to have quarterly strategy meetings, bi annual exposure of Sourcewell team members to our direct sales force, and include the Sourcewell Logo and awarded contract on marketing collaterals that are shared with all municipal customers. McNeilus has also set a performance goal for our direct sales force to more actively engage in local and national training events, to ensure the most up to date information on Sourcewell gets to our sales team, and continues to drive the selling behavior we see value in through our Sourcewell relationship and awarded contract. Attached in the document section are some samples of collaterals displaying the Sourcewell badging in the lower right side of shared documents with our municipalities.
61	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	McNeilus uses social media platforms to promote our products, services, and customers. Additionally, McNeilus is regularly sharing through these platforms community engagement, sustainability efforts, and promoting partnerships with many customers. With a large social media footprint, and dedicated marketing specialist that focuses on these avenues, there is additional opportunity to more publicly share McNeilus and Sourcewell's partnership, contract information, and competitive advantages of using these two well respected organizations together. McNeilus also has a dedicated area on our website demonstrating National cooperative purchasing contracts, and Sourcewell has prominent placement on this page with easy links to follow for more information. Followers & Engagement on Social media Platforms: LinkedIn: More than 11,000 followers and regular posts several times per week. Facebook: More than 6,100 followers, and more than 5,800 likes. Regular posts several times per week. Instagram: Nearly 2,500 followers, and more than 375 posts. Twitter: Over 385 followers and regular tweets several times per week.
62	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Over, nearly, the last decade Mcneilus has participated in the Sourcewell Contract, the partnership between our two organizations has grown incrementally year over year. Our factory direct sales team has received more training, support and information about Sourcewell and its competitive advantage it provides McNeilus and Sourcewell members with. The ease of finding contract information on the Sourcewell website, access to information from the competitive bid process, and accessibility of McNeilus's direct Sourcewell contacts has aided in helping those Members who may use the contract in other facets of their purchasing be comfortable using this platform for more substantial purchased like Refuse Collection Vehicles. McNeilus, with more resources actively engaged with Sourcewell, will continue to grow this fortuitous relationship and leverage the resources that Sourcewell offers to our factory direct sales team and prospective municipal customers. Future plans that are already in process are invitation to regional and national McNeilus Sales Meetings, and opportunities to speak directly with the McNeilus sales team on Quarterly or Biannual virtual team meetings. These are excellent opportunities to learn about any changes to the program, dedicated time to engage with Sourcewell staff directly, and an opportunity to facilitate "Best Practice" advice and feedback on challenges or headwinds the sales team encounters in the field Lastly, McNeilus proudly displays the Sourcewell flags at local, regional, and national tradeshow as part of our show kits for members to see that we are part of a premier cooperative purchasing program. SourceWELL is prominently placed on our dedicated municipal purchasing page on our company website (mcneiluscompanies.com), and has links to the "Sourcewell advantage" as well as a direct link to the contract page. We have also identified recently, at a Sourcewell supplier event, the strategic use of adding customer testimonials to this webpage and are already in progress of securing more of these success stories of how McNeilus and Sourcewell was able to solve a customer need through a strong partnership.
63	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do not offer a customer facing e-procurement site for any Refuse Collection Bodies for any customers. However, we do offer online parts ordering at our parts website (www.refuse.streetsmartparts.com), with the launch of a new ecommerce portal in the last 4 months. Sourcewell members would sign up for a login and password through the website, and can also receive training free of charge on how to navigate the site, set up payment information, and other pertinent information on use of the parts ordering portal.

Table 13: Value-Added Attributes

Line Item	Question	Response *
64	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Driver training is included and will be conducted by the RSM (Regional Sales Manager) that is assigned to the municipality. Driver training will be conducted upon delivery of the vehicle and request from the municipality. Parts and routine maintenance training is also included and provided by the RSM upon request. Technician/Service training is available upon request and is quoted separately based on training needs, location, number of technicians and product line training.
65	Explain key designs or processes your company takes to provide and promote safe operation of your equipment.	McNeilus uses proximity switches and sensors to ensure proper operation and execution of the body. McNeilus C.O.D.E. (Controls On Demand Environment) provides diagnostics at the operators' fingertips to alert them to any operation that is out of specification.
66	Describe how the equipment you propose simplifies the operation for end-users.	One of the newest innovations designed to simplify operation for the end-user is CartSeeker, an automated refuse can recognition system that utilizes sensors to identify refuse cans, determine the ideal alignment of the ASL (Automated Side Loader) arm and refuse can. This innovation is exclusive to McNeilus and is designed to shorten driver training, ensure safer can collection, reduce driver fatigue and increase heads up operation of the RCV (Refuse Collection Vehicle). McNeilus C.O.D.E is another example of simplifying the operation for the end-user.
67	Describe any safety innovations on your equipment that are either exclusive or that you have introduced into the marketplace.	McNeilus utilizes integrated safety protocols written into the software and C.O.D.E. that ensure proper operation of the equipment. This product innovation is available on all Body Types except for the Atlantic Front Loader.
68	Describe any technological advances that your proposed products or services offer.	Dynamic Load Stabilizer for Front Load RCV's holds the carry can steady while the lift arm extends and retracts, reducing long-term wear & tear. McNeilus® EV Technology with exclusive ePTO technology is a self-contained system that is optimized and dedicated to powering body functions for consistent performance. A zero-emission game changer for your fleet with consistent body performance, no matter the chassis brand. CartSeeker™ Curbside Automation Offering a next-generation solution for everyday collection. Artificial Intelligence-enabled cart detection serving as an extra set of eyes to help save time and improve productivity. ClearSky™ by McNeilus The telematics and fleet management technology you need that provides real-time data to deliver performance, efficiency and safety across your entire fleet.
69	Describe any "green" initiatives or Environmental, Social, and Governance (ESG) that relate to your company or to your products or services, and include a list of the certifying agency for each.	McNeilus and Oshkosh have Environmental Policies and Procedures including, but not limited to an Environmental Protection Policy and an Energy Management Policy. At McNeilus, we are continuously improving how we make and distribute products to reduce the environmental impact of our products and production. An example of this is Carbon Free Steel which is already used in some of our products today. McNeilus works closely with SSAB who is already one of the world's most CO2-efficient steel companies. In partnership with SSAB, McNeilus, built the first commercial vehicle in the U.S. with fossil-free steel. SSAB is now about to revolutionize iron-ore based steelmaking and aim to be the first in the world to deliver fossil-free steel to the market in 2026. McNeilus wants to offer customers the competitive advantage of a completely fossil-free value chain. McNeilus® EV Technology with exclusive ePTO technology is a self-contained system that is optimized and dedicated to powering body functions for consistent performance. A zero-emission game changer for your fleet with consistent body performance, no matter the chassis brand. Oshkosh, McNeilus continues to be an active member of the Dow Jones Sustainability Index (DJSI) and Oshkosh Corporation was Named to the Dow Jones Sustainability World Index for Fourth Consecutive Year in 2022. This Index is a widely recognized standard for measuring corporate environmental, social and governance (ESG) progress across industries and is comprised of global sustainability leaders identified by S&P Global through the Corporate Sustainability Assessment (CSA). Oshkosh achieved a 93rd percentile rating for its work on environmental matters, 96th percentile for its social initiatives and 93rd percentile for its economic programs. Oshkosh companies, participate in the Department of Energy's Better Buildings, Better Plants Program, voluntarily pledging to reduce our energy intensity by 20% over a 10year period. McNeilus has KPI's for waste and energy reduction and plans to meet these goals month over month which are tracked, recorded and shared throughout the company.
70	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	JUST Capital and CNBC, its media partner, recently released their list of America's Most JUST Companies and out of 951 companies, Oshkosh the parent company of McNeilus ranked 100th overall and 2nd in the Industry for Environmental. Overall Oshkosh was ranked 4 of 23 within the Commercial Vehicle and Machinery Companies. The information referenced here can be found at https://justcapital.com/companies/oshkosh-corporation

71	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	None	*
72	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	McNeilus is an innovative company backed by Oshkosh Corporation, specializing in heavy duty equipment to the Vocational Market, including Refuse Collection Vehicles. Our coordination and partnerships with the other business units under Oshkosh Corporation helps us to leverage shared innovation and financial strength. McNeilus takes pride in being a direct to market sales organization that provides customers direct contact to the manufacturer. Whether it's an RCV, parts, service or training, the customer can streamline their needs and contact the manufacturer directly.	*

Table 14: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
73	Do your warranties cover all products, parts, and labor?	Yes, as described in the terms of our warranty documents provided.	*
74	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Base body warranty includes 12 months from in service date, except for major hydraulic components which is 24 months from in service date. There are several options for purchase of extended warranties.	*
75	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	For warranted items that are under parts and labor coverage, McNeilus technicians travel time and mileage are covered as part of the warranty claim.	*
76	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	McNeilus covers all areas of the United States and Canada via factory direct technicians, factory owned service branches, authorized service centers, or authorized service technicians.	*
77	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	For non-McNeilus product installed and sold with a new unit, McNeilus warranty is limited to proven defects related to the installation. Otherwise, this would be passed on to the Original Equipment Manufacturer, unless otherwise stated in the warranty document supplied with this bid. McNeilus will aid in supporting the SourceWELL member to the best of our ability with managing claims within the warranty period.	*
78	What are your proposed exchange and return programs and policies?	We do not offer returns or exchanges on bodies or body/chassis sales. Standard parts may be returned with a restock fee. Custom parts will be evaluated to be returned on a case by case basis.	*
79	Describe any service contract options for the items included in your proposal.	McNeilus will work with the Sourcewell member upon request to customize a service contract tailored to fit the needs of the end user. Pricing is determined as related to each customer's individual requirements.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - MCN_Body_option_parts_Pricing_2024_Final.xlsx - Monday October 16, 2023 11:37:08
 - [Financial Strength and Stability](#) - Oshkosh.Mcneilus.Annual.Review.2022.pdf - Monday October 16, 2023 11:38:16
 - [Marketing Plan/Samples](#) - 2023 Zero Radius brochure.pdf - Monday October 16, 2023 11:38:35
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - 1522535 Municipality Warranty Policy Terms 05.2017.pdf - Monday October 16, 2023 11:39:24
 - [Standard Transaction Document Samples](#) - Sample Proposal Docs.pdf - Monday October 16, 2023 11:39:37
 - [Requested Exceptions](#) - RFP_071123_Refuse_Vehicles_Contract_Final.docx - Monday October 16, 2023 11:39:51
 - [Upload Additional Document](#) - 2023 Meridian brochure.pdf - Monday October 16, 2023 11:40:09

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Joseph Pisano, Sr. Refuse Sales Manager, McNeilus Financial, INC. DBA McNeilus Truck and Manufacturing

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		

**AMENDMENT #1
TO
CONTRACT # 110223-MCN**

THIS AMENDMENT is effective upon the date of the last signature below and is by and between **Sourcewell** and **McNeilus Financial dba McNeilus Truck & Mfg.** (Supplier).

Sourcewell awarded a contract to the Supplier to provide Refuse Collection Vehicles with Related Equipment, Accessories, and Services to Sourcewell and its Participating Entities, effective December 23, 2023, through December 28, 2027 (Contract).

Supplier has changed its sales model to include dealers.

NOW, THEREFORE, the parties wish to amend the Contract as follows:

1. The Response to Line item 29 under "Table 5: Pricing and Delivery" in the Proposal is deleted in its entirety and replaced with the following:

"The McNeilus discount offered to Sourcewell members has changed from an eight (8) percent to a three (3) percent discount off of MSRP for all whole goods and options with the exception of extended warranties. Chassis pricing will be priced upon request, as well as requests for rentals, pending availability. McNeilus is establishing a dealer network to build strategic relationships allowing us to harness the strength, experience and large footprint of we/I-established dealerships and enhance the overall customer experience. Our dealers will enhance sales, parts and service support, and bring more access to stock units on the ground along with connection to direct sales and support contacts."

2. The Response to line item 35 under "Table 5: Pricing and Delivery" in the Proposal is deleted in its entirety and replaced with the following:

"McNeilus uses a combined factory direct and dealer sales and distribution model."

3. The Response to line item 50 under "Table 11: Ability to Sell and Deliver Service" in the Proposal is deleted in its entirety and replaced with the following:

"McNeilus offers a combined factory direct and dealer sales force. With this sales force, Sourcewell members are getting experts helping them with the solutions they need. This also ensures a team of people intimately familiar with the Sourcewell pricing structure, contract and knowledge of how to provide options to customers via the Sourcewell contract."

4. The Response to line item 52 under "Table 11: Ability to Sell and Deliver Service" in the Proposal is deleted in its entirety and replaced with the following:

“With the expanding McNeilus dealer network, we are ready to meet the needs of customers wherever they may be. We are continuously working with our dealers to look at areas that need more McNeilus service and mobile technicians and are evaluating where we can continue to grow the footprint to better service our customers through traditional and nontraditional McNeilus methods. McNeilus also employs a team of remote (over the phone) factory direct, dedicated, troubleshooting technicians to aid dealers in diagnosing and troubleshooting issues through dialing one of our McNeilus help lines.”

5. The Response to line item 53 under “Table 11: Ability to Sell and Deliver Service” in the Proposal is deleted in its entirety and replaced with the following:

“Sourcewell members will contact a McNeilus dealer seeking information or a quotation on a refuse collection vehicle. After discussing the customer needs, and potentially an in-person review of existing equipment, a specification is set forth and the McNeilus dealer will use our web-based configurator to build the specification and generate a price to the Sourcewell member. All Sourcewell quotes will be reviewed by sales leadership for accuracy and to ensure all portions of the Sourcewell contract are adhered to, including price and clearly stating the Sourcewell contract number on the quote. The quote and specification are then shared with the Sourcewell member. If the Sourcewell member is providing their own chassis, or a chassis from their local dealer, a chassis specification will be shared with the dealer for a compatibility review to be done by McNeilus engineering and/or sales operations team members to ensure correct component placement, integration work is done and best possible body fitment. Upon acceptance, either the quote is signed and returned, or a customer issued PO is returned to the dealer, and the documentation is submitted into our quoting tool for placement of the order into our build schedule. Communication will be consistent through the build process to ensure updates are provided and Sourcewell members know when to expect their equipment so that they can plan accordingly.”

Except as amended above, the Contract remains in full force and effect.

Sourcewell

Signed by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer
Date: 8/27/2024 | 9:40 AM CDT

**McNeilus Financial
dba McNeilus Truck & Mfg.**

DocuSigned by:
By: Jason Fritz
235FF4DAC9F04E6...
Jason Fritz
Title: VP of Sales, McNeilus
Date: 8/26/2024 | 2:59 PM PDT

McNeilus Truck #110223-MCN

Pricing for contract #110223-MCN offers Sourcewell participating agencies the following discounts:

- A 3% discount off of MSRP for all whole goods, options and parts with the exception of extended warranties.
- Chassis pricing will be priced upon request, as well as requests for rentals, pending availability.
- We will consider additional discounts for Sourcewell participating agencies who order multiple units.
- Recurring customers could also have access to discounts beyond the base discount offered above.

EXHIBIT C-2

BTR SUPPLEMENTAL AGREEMENT



Company Address 4221 W. Boy Scout Blvd
Suite 400
Tampa, FL 33607
Prepared By Liz Stevenson
Phone (813) 725-3505

Created Date 5/1/2025
Email estevenson@bigtruckrental.com
Quote Number 00055567

CUSTOMER INFORMATION

Billing Customer City of Oxnard
Billing Contact Brian Yanez
Billing Address 111 S Del Norte Blvd
Oxnard CA 93030
Billing Email brian.yanez@oxnard.org
Billing Phone 805-200-5412

Rental Customer City of Oxnard
Shipping Contact Jose Arreola
Shipping Address 1060 Pacific Avenue Building 2
Oxnard CA 93030
United States
Shipping Email jose.arreola@oxnard.org
Shipping Phone 805-385-8011
Shipping Mobile 805-417-7374

Product Details

Asset Number	Year	Chassis Make	Chassis Model	Chassis Vin	Product Family	License Plate	Miles	Hours	Truck Location
4023062	2024	Mack	LR 64R	1M2LR2GC3RM008707	Side Loader	DD08HQ			1060 Pacific Ave, Bldg 2 Oxnard, CA 93030
4024048	2025	Peterbilt	520	3BPDLK0X5SF697171	Side Loader	DD61FF	7,375	946	10429 Sultana Avenue Fontana, CA 92337 United States
4023121	2024	Peterbilt	520	3BPDLK0X6RF116738	Side Loader	DD15HQ	0	0	
4023132	2024	Peterbilt	520	3BPDLK0X0RF116749	Side Loader	DD62HQ			1060 Pacific Ave, Bldg 2 Oxnard, CA 93030
4023150	2024	Peterbilt	520	3BPDLK0X7SF694921	Side Loader	DD54HY	1,988	47	1090 Pacific Avenue Building 2 Oxnard, CA 93030 United States
4024044	2025	Peterbilt	520	3BPDLK0X3SF697167	Side Loader	DD13FC			
2024005	2025	Peterbilt	520	3BPDLK0X9SF697223	Front Loader	DD58FA	0	0	1090 Pacific Avenue Building 2 Oxnard, CA 93030 United States
2024027	2025	Peterbilt	520	3BPDLK0X8SF697245	Front Loader	DD30FI	3,063	69	1090 Pacific Avenue Building 2 Oxnard, CA 93030 United States

Pricing Details

Asset Number	Line Item Description	Quantity	Sales Price	Total Product Price	Security Deposit	Rental Start Date	Rental End Date
4023062	COMPLETE FLEET SL ONGOING	4.00	\$2,925.00	\$11,700.00	\$0.00	7/1/2025	7/30/2025
4024048	COMPLETE FLEET SL ONGOING	4.00	\$2,925.00	\$11,700.00	\$0.00	7/1/2025	7/30/2025
4023121	COMPLETE FLEET SL ONGOING	4.00	\$2,925.00	\$11,700.00	\$0.00	7/1/2025	7/30/2025

EXHIBIT C-2

BTR SUPPLEMENTAL AGREEMENT



4023132	COMPLETE FLEET SL ONGOING	4.00	\$2,925.00	\$11,700.00	\$0.00	7/1/2025	7/30/2025
4023150	COMPLETE FLEET SL ONGOING	4.00	\$2,925.00	\$11,700.00	\$0.00	7/1/2025	7/30/2025
4024044	COMPLETE FLEET SL ONGOING	4.00	\$2,925.00	\$11,700.00	\$0.00	7/1/2025	7/30/2025
2024005	COMPLETE FLEET FL ONGOING	4.00	\$2,725.00	\$10,900.00	\$0.00	7/1/2025	7/30/2025
2024027	COMPLETE FLEET FL ONGOING	4.00	\$2,725.00	\$10,900.00	\$0.00	7/1/2025	7/30/2025

RENTAL CONTRACT PRICING SUMMARY

Order Subtotal	\$92,000.00	Total Amount Due	\$92,000.00
Total Security Deposit	\$0.00		
Total Transportation Cost	\$0.00		

NOTES/EXPLANATION OF ADDITIONAL COSTS:

Special Terms Pricing shown reflects the 4 weeks rental rate for trucks that are currently on rent with City of Oxnard and is based on OMNIA Partners national cooperative contract# 2019000319. Pricing is based on 12 month extension starting July 1, 2025 through June 30th, 2026 and trucks will be billed in 30 day increments throughout the contract.

RENTAL REMINDERS

MASTER RENTAL AGREEMENT: This document supplements the Master Rental Agreement, which the Customer signed and is subject to all provisions therein.

INSURANCE: This Supplemental Rental Agreement utilizes the insurance information provided in the Master Rental Agreement. Customer is required to provide continued proof of insurance at the inception of this Supplemental Rental Agreement and through the duration of the same.

RENTAL RATE: Customer is to use the Vehicle for a maximum of one-shift, which is defined as not more than 50 hours per week. If Customer uses the Vehicle beyond one-shift, Customer agrees that it will pay an additional charge for such use. The additional charge shall be calculated in the following manner: (a) If the Customer uses the Vehicle more than 50 hours per week but less than 80 hours per week, then Customer shall pay an additional charge equal to one-half (1/2) times the Rental Rate; (b) If the Customer uses the Vehicle 80 or more hours per week, then Customer shall pay an additional charge equal to one (1) times the Rental Rate.

MAINTENANCE: Customer is responsible for all routine maintenance of the truck and body while it is in the care and control of the Customer. Refer to Section 6 of the Master Agreement for detailed responsibility.

DAMAGE: Customer will be back billed for any damage to the rented property which Big Truck Rental determines to be beyond normal wear and tear. In addition, if the damage to a rented vehicle prevents Big Truck Rental from reletting the vehicle resulting in additional downtime and lost rental revenue for Big Truck Rental, then this Supplemental Rental Agreement shall automatically extend and Customer shall be billed for a reasonable period of time with which to make the necessary repairs. The customer is responsible for collection of prepaid security deposit. Uncollected security deposits older than one year, will be forfeited.

TIRES: As a tire is a consumable item, Big Truck Rental documents the condition of the tires on its trucks at the inception of the rental and at the time that the truck is returned. It is the Customer's responsibility to assure that the tires are in substantially the same condition at the end of the rental as when the truck is received by the Customer. Tires worn substantially more at the time they are returned than at the rental inception shall be back billed. In addition, any Non-Steer Tires(s) replaced during the duration of the rental period shall be replaced with a recappable casing. All Steer Tires must be replaced with a virgin tire. No exceptions. If Customer fails to replace the tire(s) as outlined herein, Big Truck Rental shall back bill for the cost of replacing said tire(s). Any casing deemed un-recappable by our tire vendor will be back billed.

EXHIBIT C-2

BTR SUPPLEMENTAL AGREEMENT



FUEL: Short-term rentals are not subject to IFTA, all fuel tax and the reporting thereof is the responsibility of the renter. Any violations or fines of that nature are the responsibility of the Customer.

GOVERNMENT: All trucks rented from Big Truck Rental are owned by Big Truck Rental. Customer shall not cover or remove any truck identification, other than DOT numbers. Big Truck Rental's vehicles are legally licensed on the federal highways of 48 states, however, any state or local permits for state or county road use and waste pick up and/or disposal are the sole and absolute responsibility of the Customer. Customer agrees Big Truck Rental is not the motor carrier operator and will display customer's DOT number as required by law.

By execution of this Rental Agreement, Customer acknowledges that the Vehicle described herein is rented to and in accordance with the terms, conditions, and provisions of the Master Rental Agreement and Rental Extension Agreement previously signed by the Customer and also those terms found in this Supplemental Rental Agreement. Customer evidences such knowledge by signing below.

CUSTOMER

CUSTOMER NAME:

BY:

(Signature)

PRINT NAME:

TITLE:

PURCHASE ORDER #:

DATE:

TAX ID #: _____

STATE:

____ Initial here acknowledging you have read Section 6 on maintenance responsibility in the Master Agreement.

Please sign quote and email to btrsales@bigtruckrental.com or fax to **(813) 261-0821**.



2070 N. White Avenue, La Verne, CA 91750
(909) 598-2706 ~ haaker.com

RPO QUOTE
April 23, 2026

TO: CITY OF OXNARD
305 WEST THIRD ST.
OXNARD, CA 93030

ATTN: IGNACIO CARRILLO
(805) 814-2716
ignacio.carrillo@oxnard.org

In Accordance with Your Request, We Are Pleased To Submit The Following Proposal For Your Consideration And Approval.

MCNEILUS MERIDIAN FRONT LOADER

40 Yard Meridian, Mounted on a 2025 Autocar CNG Chassis.

STANDARD AND OPTIONAL EQUIPMENT INCLUDE:

CHASSIS

- ▣ PACKER TYPE MODEL 78 MERIDIAN MIDDLE WT FL
- ▣ CHASSIS TYPE CUSTOMER CHASSIS
- ▣ CHASSIS MAKE BATTLE AND AUTOCAR
- ▣ CHASSIS MODEL ACX OR LET 2
- ▣ CHASSIS MODEL YEAR 2025
- ▣ FUEL TYPE CNG AND DIESEL
- ▣ FUEL SYSTEM CNG
- ▣ GVW CATEGORY 33,001 LBS OR GREATER
- ▣ ENGINE PACCAR PX9-AFTER 1/1/2017 EMIS
- ▣ DOUBLE FRAME TRUE
- ▣ BATTERY BOX STREET SIDE FRAME MOUNTED
- ▣ TRANSMISSION ALLISON 3000
- ▣ WINDSHIELD GUARD SINGLE BAR GUARD
- ▣ CAB MIRRORS AERO STYLE
- ▣ PUMP DRIVE SS CV DS REM MT CONST MESH PTO
- ▣ OEM FRONT RECOVERY NO FRONT RECOVERY HOOK
- ▣ FRONT TIRE SIZE OTHER THAN 425/65R22.5

BODY

- ▣ CAPACITY 4078 MERIDIAN MED BDY PIVOT TG
- ▣ WALL THICKNESS STANDARD WALL
- ▣ BODY FLOOR STANDARD AR400
- ▣ HOPPER FLOOR STANDARD
- ▣ HPR FLOOR CLEANOUTS MERIDIAN CURB SIDE CLEANOUT
- ▣ CLEANOUT DOOR SPILL TRAY CURBSIDE
- ▣ CANOPY UNIVERSAL SQUARE STEEL
- ▣ CANOPY LIP LIFT CONTROL CURB SIDE PUSH-PULL AIR SWITCH
- ▣ CANOPY LIFT INTERLOCK TRUE
- ▣ WINDGUARD HD ATLANTIC PROFILE
- ▣ TAILGATE BUMPER WIDTH 72 INCHES STEEL
- ▣ TAILGATE SIDE PANEL 10 GAUGE AR450
- ▣ HOPPER ACCESS LADDER CENTER RUNG SLIDE OUT
- ▣ MODEL CAPACITY 4086 COMMERCIAL

BODY OPTIONS

- ▣ PAPER SCREEN STANDARD
- ▣ TAILGATE SEAL EXTENDED TG SEAL
- ▣ ROOF LADDER ANSI ROOF LADDER, REARWARD (CS)
- ▣ TOP DOOR STANDARD TOP DOOR (PACIFIC)
- ▣ EJECTOR SHELF W RUBBER WIPER TRUE
- ▣ WEAR STRIP ON SIDE OF EJECTOR TRUE
- ▣ CAB CONTROL PROPORTIONAL CANBUS CONTROLS
- ▣ SS CNTRL CLOSE TO DRVR CAN JOYSTICK W/AUTODMP_CUROTTO

- ▣ OUTSIDE CONTROLS CURBSIDE FNDR MTD RABBIT EAR
- ▣ AUTOPACK ON ARM DOWN AUTOPACK OFF
- ▣ IFM DISPLAY LOCATION DOGHOUSE
- ▣ TELEMATICS TRUE

HYDRAULICS

- ▣ HYDRAULIC PUMP SINGLE PISTON PUMP (M2)
- ▣ MAIN HYD VALVE ELEC/HYD PROP MTD SIDE OF BODY
- ▣ HYDRAULIC RESERVOIR NARROW DOUBLE FLOOR STEEL
- ▣ RESERVOIR LOCATION CURB SIDE
- ▣ RES SUCTION SHUTOFF VALVE RED HANDLE BALL VALVE
- ▣ HYDRAULIC FLUID ISO46-US OIL
- ▣ HYDRAULIC RETURN FILTER INTERNAL FILTER RETURN IN RES
- ▣ HYDRAULIC PRESSURE FILTER HYDAC DF280, NO SECOND
- ▣ HYD RES FILLER CAP LOCKED FILLER CAP-REQ FOR WM
- ▣ TEMP SENSOR IN RESERVOIR TRUE
- ▣ HYDRAULIC RES BREATHER FILLER/BREATHER ON RESERVOIR
- ▣ PRESSURE TEST PORT MAIN VALVE#4 AEROQUIP FD45 QDC
- ▣ HYD HOSE WRAP CORDURA WRAP REQUIRED HOSES
- ▣ HYD FLUID SAMPLE PORT CHECK FLUID KP14NV 90DEG
- ▣ PUMP HOUR METER TRUE
- ▣ TELL TALE HYD TEMP GAUGE HYD HIGH-TEMP INDICATOR SOFTWARE

- ▣ BODY LIFT HYDRAULIC SERVICE LIFT
- ▣ HYDRAULIC LINE COVER CS AND SS UNDER BODY REAR
- ▣ RES MARKING - TEMP COMP NO

LIGHTING

- ▣ DOT LIGHT MANUFACTURER ECONOMY LED
- ▣ LIGHT/HARNES PACKAGE STANDARD 12V LIGHTING AND HARNES
- ▣ HOPPER LIGHTS CANOPY-ECON 5" RND LED, SINGLE
- ▣ CONTAINER WORK LIGHTS 2 OUTSIDE LIP MOUNTED SLIM LED
- ▣ CONTAINER DUMP LIGHT CANOPY MTD ECONOMY 5" LED
- ▣ SMART LIGHTS 4" PETERSON SMART LIGHTS IN TG
- ▣ MID-BODY DOT OVAL LIGHT OVAL AMBER TURN SIGNAL/MARKER
- ▣ MID BODY WORK LIGHTS BOX MTD ECON 5" LED
- ▣ CENTER STOP LIGHT ECONOMY LED LIGHT CENTER OF TG
- ▣ TAILGATE OUTER CORNER LIGHTS NONE-SMART STROBES SELECTED

CAMERA

- ▣ CAMERA/MONITOR MAKE 3RD EYE 4PORT, WIDE 7" COLOR
- ▣ MONITOR MOUNT CENTER OVERHEAD MOUNT W/SWIVEL
- ▣ MONITOR DISPLAY IN REV TG CAMERA
- ▣ ALLEY CAMERA CURB SIDE AND STREET SIDE CAMERA

- ▣ HOPPER CAMERA SS REAR HOPPER CAMERA
- ▣ CC CAMERA QTY 3 EYEW CAMERA QTY 4
- ▣ TAILGATE CAMERA ASSIST LIGHT DUAL ECONOMY 5" ROUND LED
- ▣ TAILGATE CAMERA TAILGATE REVERSE CAMERA

RESIDENTIAL OPTIONS

- ▣ RESIDENTIAL CONTAINER NO RESIDENTIAL CONTAINER
- ▣ ARM DECELERATION UP
- ▣ RESI KIT ARM TUBES NONE-NO RESIDENTIAL PACKAGE
- ▣ FORK MODEL ADJUSTABLE FORKS

ARMS AND FORKS

- ▣ ADJUSTABILITY HYDRAULIC
- ▣ ORIENTATION STANDARD FORK
- ▣ REMOVE FORK TIPS NO
- ▣ FORK CYLINDER STANDARD CYLINDER
- ▣ ARM MEDIUM WEIGHT
- ▣ BUMPER PAD QUANTITY TWO BUMPER PADS
- ▣ ROTATION STOP TRUE

MISC BODY

- ▣ FRONT MUDFLAPS PLASTIC QUARTER FENDER
- ▣ REAR MUDFLAPS BLACK MCNEILUS LOGO
- ▣ BACKUP ALARM ECCO DUAL TONE

- ▣ DRIVE SHAFT MOTION SENSOR ECCO ALARM
- ▣ TOOLBOX 16"D X 14"H X 24" W ALUMINUM
- ▣ TOOLBOX LOCATION CENTER OF BUMPER MOUNTED
- ▣ SHOVEL ONE
- ▣ POLE BRUSH MOUNT CS ARM TORQUE TUBE MOUNT
- ▣ LIMIT SPEED WITH TAILGATE OPEN NO
- ▣ SHOVEL HOLDER EJECTOR MOUNT

SAFETY

- ▣ TRIANGLE SAFETY KIT BOLTED IN CAB
- ▣ FIRE EXTINGUISHER IN CAB 5# ABC
- ▣ 20# FIRE EXTINGUISHER STREET SIDE

PAINT

- ▣ NUMBER OF BODY COLORS QTY 1
- ▣ BODY COLOR 1 CODE HST938497
- ▣ BODY COLOR 1 DESCRIPTION MATCH CAB WHITE
- ▣ PAINT SCHEME STANDARD PAINT TEMPLATE
- ▣ BODY PAINT CATEGORY 1 COLOR, MEDIUM COMPLEXITY
- ▣ CAB/HOOD PAINT NO CAB PAINT
- ▣ CNG SYSTEM COVER COLOR NO MTM INSTALLED CNG SYSTEM
- ▣ CONSPICUITY TAPE STANDARD DOT/ANSI

PRICING FOR 1 UNIT:

UNIT PRICE	\$ 538,212.00
RENTAL CREDIT (36 MONTHS)	(-\$151,200.00)
SUBTOTAL	\$ 387,012.00
SALES TAX (9.25%):	\$ 35,798.61
FINAL PRICE PER UNIT	\$ 422,810.61

FINAL PRICE FOR 4 UNITS: **\$ 1,691,242.44**

QUOTED PRICING IS BASED ON THE ORDER DATE, EXCEPT FOR TARIFFS, WHICH ARE APPLIED BASED ON THE EQUIPMENT'S BUILD DATE. ANY SUCH TARIFFS WILL BE DOCUMENTED AND SHARED WITH YOU. PLEASE NOTE THIS PRICE DOES NOT INCLUDE POTENTIAL FUTURE TARIFFS, INCLUDING ANTICIPATED TRADE TARIFFS ON RAW MATERIALS IN 2026 UNDER THE IEEPA AND SECTION 232 OF THE TRADE EXPANSION ACT.

CLEAN TRUCK CHECK (CTC) CERTIFICATION REQUIREMENT:

THE SALE OF THE VEHICLE IS CONTINGENT UPON THE COMPLETION OF THE CLEAN TRUCK CHECK (CTC) CERTIFICATION. THIS CERTIFICATION MUST BE COMPLETED AND VERIFIED BEFORE THE SALE CAN BE FINALIZED. HAAKER EQUIPMENT IS COMMITTED TO ENSURING THAT ALL VEHICLES MEET THE NECESSARY COMPLIANCE STANDARDS PRIOR TO DELIVERY.

THE PROPERTY HEREIN IS GUARANTEED BY MANUFACTURER'S WARRANTY ONLY AND SELLER MAKES NO WARRANTY EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR OTHERWISE, OR OF FITNESS FOR ANY PARTICULAR PURPOSE, THAT EXTENDS BEYOND THE ABOVE DESCRIPTION OF THE EQUIPMENT.

NOTE: PRICE IS GOOD FOR 15 DAYS. COST INCREASES DUE TO THE ADDITION OF GOVERNMENT MANDATED SAFETY OR ENVIRONMENTAL DEVICES INCURRED AFTER THE DATE OF THIS PROPOSAL, WILL BE CHARGED TO YOU AT OUR COST. PROOF OF SUCH COSTS, IF ANY, WILL BE DOCUMENTED.

TAXES: SALES TAX APPLICABLE AT TIME OF DELIVERY WILL BE SHOWN ON OUR INVOICE. FEDERAL EXCISE TAXES, IF APPLICABLE, WILL REQUIRE PAYMENT UNLESS A PROPERLY EXECUTED EXEMPTION CERTIFICATE IS SUBMITTED.

DELIVERY: TBD

TERMS: CASH ON DELIVERY

ADD-ON/COOPERATIVE PURCHASE AUTHORIZATION: HAAKER EQUIPMENT COMPANY OFFERS THE ABOVE PROPOSED PRICE, TERMS AND CONDITIONS TO ANY GOVERNMENTAL AGENCY OR SUBDIVISION IN THE STATE OF CALIFORNIA OR NEVADA FOR A PERIOD NOT TO EXCEED A FULL CALENDAR YEAR FROM THE DATE OF ORIGINAL PURCHASER'S PURCHASE ORDER OR CONTRACT.

WE APPRECIATE THE OPPORTUNITY TO PRESENT THIS PROPOSAL AND LOOK FORWARD TO BEING OF FURTHER AND CONTINUED SERVICE.

HAAKER EQUIPMENT COMPANY

ACCEPTED BY: _____

BY: Bob Towle
BOB TOWLE
SALES REPRESENTATIVE

DATE: _____



2070 N. White Avenue, La Verne, CA 91750
(909) 598-2706 ~ haaker.com

RPO QUOTE
April 23, 2026

TO: CITY OF OXNARD
305 WEST THIRD ST.
OXNARD, CA 93030

ATTN: IGNACIO CARRILLO
(805) 814-2716
ignacio.carrillo@oxnard.org

In Accordance with Your Request, We Are Pleased to Submit the Following Proposal for Your Consideration and Approval.

MCNEILUS ZERO RADIUS SIDE LOADER

- (9) 28 Yard Zero Radius Side Loader, Mounted on a Battle Motors CNG Chassis.
- (4) 28 Yard Zero Radius Side Loader, Mounted on an Autocar CNG Chassis.

STANDARD AND OPTIONAL EQUIPMENT INCLUDE:

CHASSIS

- PACKER TYPE ZR MODEL 48 SAUER HYDRAULICS
- GVW CATEGORY 33,001 LBS OR GREATER
- DESTINATION STATE/COUNTRY CALIFORNIA
- TEMPLATE SOUTHWEST
- CHASSIS MAKE AUTOCAR OR BATTLE MOTORS
- CHASSIS MODEL ACX or LET 2
- STEERING CONFIGURATION STREET SIDE SEATED STEERING
- FUEL TYPE CNG AND DIESEL
- FUEL SYSTEM CNG SS TANK
- PRIMARY CNG CAPACITY CNG
- CHASSIS MODEL YEAR 2026
- CNG TRANSIT FILL NO
- ENGINE CUM ISL/ISC-AFTER 1/1/2017 EMI
- ENGINE HORSEPOWER GREATER THAN 300
- TRANSMISSION GUARD TRUE
- BATTERY BOX LOCATION STREET SIDE FRAME MOUNTED
- TRANSMISSION ALLISON 3000 RDS
- EXHAUST LOCATION LEFT HAND VERTICAL EXHAUST
- CAB MIRRORS WEST COAST STYLE W/FRAME
- FRONT SUSPENSION SPRING SHACKLE WIDE
- PUMP DRIVE SS CV DS REM MT CONST MESH PTO
- REAR SUSPENSION HENDRICKSON HAULMAXX SPRING
- REAR TIRE ARRANGEMENT DUAL TIRE SINGLE AXLE

BODY

- CAPACITY ZR 28YD MED FLR LRG TG LO PRO
- BODY FLOOR THICKNESS 3/16" AR200 (HEAVY DUTY)
- HOPPER OPTIONS HOPPER COVER PANEL (ZR ONLY)
- TG BUMPER WIDTH 72 INCHES
- TAILGATE SIDE PANEL 10 GAUGE AR200
- TG SEAL HARD RUBBER SEAL
- FRONT LIGHT BAR STANDARD 14 GA
- MODEL/CAPACITY MODEL 2848: ZR ZERO RADIUS ASL 28 YARD

BODY OPTIONS

- TAILGATE TYPE NON- TG-MNT-CNG TAILGATE
- CAB CONTROL SWITCHES IN DASH
- HOPPER LIGHT CAMERA GUARD TRUE
- PACKER FOLLOWER STANDARD 10GA 50KSI PANEL
- HOPPER FLOOR 1/4" AR400
- PACKER FOLLOWER HINGE COVER TRUE
- X-WEAR IS STANDARD TRUE
- CLEANOUT DOOR SPILL TRAY CURB SIDE AND STREET SIDE
- TAILGATE PROP OPENING STANDARD OPENING

- BODY SAFETY STAND (AR ONLY) NONE (ZR)
- ARM VALVE COVER NOT APPLICABLE-ZR
- JOYSTICK STYLE ROLLER STYLE, TRADITIONAL
- TELEMATICS TRUE
- HOPPER WIND DEFLECTOR HEIGHT NOT APPLICABLE

HYDRAULICS

- HYDRAULIC RESERVOIR STREET SIDE STANDARD, FRAME
- HYDRAULIC PUMP PISTON PUMP
- HYDRAULIC RETURN FILTER SCHROEDER IN RESERVOIR
- HYDRAULIC PRESSURE FILTER HYDAC CF 60
- PACKER/EJECTOR CYLINDER MAILHOT
- FILL THROUGH FILTER #6 MALE QD EATON 3K21
- HYD HOSE WRAP CORDURA WRAP REQUIRED HOSES
- LOW HYD OIL LEVEL WARNING LIGHT
- SERVICE LIFT SERVICE LIFT-ZR ONLY
- RES SUCTION SHUTOFF VALVE RED HANDLE BALL VALVE
- HYDRAULIC RES BREATHER FILLER/BREATHER ON RESERVOIR
- HYD RES FILLER CAP STANDARD FILLER CAP
- HYD FLUID SAMPLE PORT CHECK FLUID KP14NV 90DEG
- TELL TALE HYD TEMP GAUGE BUILT INTO DISPLAY
- HYDRAULIC FLUID ISO46-US OIL
- TEMP SENSOR IN RESERVOIR TRUE

LIGHTING

- DOT LIGHT MANUFACTURER ECONOMY LED
- SMART LIGHTS 4" PROGRAM AMB STROBES IN TG
- CENTER STOP LIGHT ECONOMY LED LIGHT CENTER OF TG
- MID BODY WORK LIGHTS FDR MT RD ECON 5" LED
- MID-BODY DOT OVAL LIGHT OVAL AMBER TURN SIGNAL/MARKER
- HOPPER LIGHTS ONE ECONOMY 5" LED
- ARM WORK LIGHTS ONE ECONOMY 5" LED
- TAILGATE OUTER CORNER LIGHTS NONE
- TG SMART LIGHT ACTIVATION SWITCH IN CAB
- IFM DISPLAY LOCATION DASH (RAM MOUNT)

CAMERA

- CAMERA/MONITOR MAKE 3RD EYE 4PORT,WIDE 7" COLOR
- MONITOR MOUNT CENTER RAM MT BETWEEN SEATS
- MONITOR DISPLAY IN REV TG CAMERA
- HOPPER CAMERA SS REAR HOPPER CAMERA
- ARM CAMERA DOWN LOOKING (BODY WALL MOUNT)
- TAILGATE CAMERA ASSIST LIGHTS DUAL ECONOMY 5" ROUND LED
- TAILGATE CAMERA TAILGATE REVERSE CAMERA

- DVR MOUNTED IN CAB NONE
- CC CAMERA QTY 3EYEW CAMERA QTY 3

ARMS AND FORKS

- ARM MODEL ZR 6' ARM FOR 96 GAL CARTS
- ARM FINGERS STANDARD FINGER GRABBER
- ARM CONTROLS SS JOYSTICK CONTROL
- CAN COUNTER STANDARD IN DIGITAL DISPLAY
- AUTOLOAD N
- GRABBER OPEN INTERLOCK STANDARD IN ZR SOFTWARE
- CARTSEEKER NO CART SEEKER

MISC BODY

- REAR MUDFLAPS BLACK MCNEILUS LOGO
- BACKUP ALARM ECCO DUAL TONE
- DRIVE SHAFT MOTION SENSOR ECCO ALARM
- SHOVEL HOLDER ON BODY CURB SIDE HOPPER WALL
- BROOM HOLDER ON BODY BROOM HOLDER, NO STRAP
- CLEAN OUT TOOL HOLDER BODY MOUNT
- LIMIT SPEED WITH TAILGATE OPEN NO

SAFETY

- TRIANGLE SAFETY KIT BOLTED IN CAB
- FIRE EXTINGUISHER IN CAB 5# ABC

PAINT

- NUMBER OF BODY COLORS QTY 1
- BODY COLOR 1 CODE HST953386
- BODY COLOR 1 DESCRIPTION WHITE
- PAINT SCHEME STANDARD PAINT TEMPLATE
- BODY PAINT CATEGORY 1 COLOR, MEDIUM COMPLEXITY
- AUTOMATED ARM COLOR BLACK
- CAB / HOOD PAINT NO CAB PAINT
- WHEEL PAINT NO WHEEL PAINT
- CNG SYSTEM COVER COLOR N/A
- CONSPICUITY TAPE TRUE
- DECAL LANGUAGE ANSI, ENGLISH ONLY
- CAUTION-WIDE TURNS DECAL 0

EXTENDED WARRANTIES:

- 1274594 WARRANTY - BODY AL, 1YR

PRICING FOR 1 UNIT:

UNIT PRICE	\$ 562,407.00
RENTAL CREDIT (36 MONTHS).....	(-\$158,400.00)
SUBTOTAL	\$ 404,007.00
SALES TAX (9.25%):	\$ 37,370.65
FINAL PRICE PER UNIT	\$ 441,377.65

FINAL PRICE FOR 13 UNITS: \$ 5,737,909.45

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CLEAN TRUCK CHECK (CTC) CERTIFICATION REQUIREMENT:

THE SALE OF THE VEHICLE IS CONTINGENT UPON THE COMPLETION OF THE CLEAN TRUCK CHECK (CTC) CERTIFICATION. THIS CERTIFICATION MUST BE COMPLETED AND VERIFIED BEFORE THE SALE CAN BE FINALIZED. HAAKER EQUIPMENT IS COMMITTED TO ENSURING THAT ALL VEHICLES MEET THE NECESSARY COMPLIANCE STANDARDS PRIOR TO DELIVERY.

THE PROPERTY HEREIN IS GUARANTEED BY MANUFACTURER'S WARRANTY ONLY AND SELLER MAKES NO WARRANTY EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR OTHERWISE, OR OF FITNESS FOR ANY PARTICULAR PURPOSE, THAT EXTENDS BEYOND THE ABOVE DESCRIPTION OF THE EQUIPMENT.

NOTE: PRICE IS GOOD FOR 15 DAYS. COST INCREASES DUE TO THE ADDITION OF GOVERNMENT MANDATED SAFETY OR ENVIRONMENTAL DEVICES INCURRED AFTER THE DATE OF THIS PROPOSAL, WILL BE CHARGED TO YOU AT OUR COST. PROOF OF SUCH COSTS, IF ANY, WILL BE DOCUMENTED.

TAXES: SALES TAX APPLICABLE AT TIME OF DELIVERY WILL BE SHOWN ON OUR INVOICE. FEDERAL EXCISE TAXES, IF APPLICABLE, WILL REQUIRE PAYMENT UNLESS A PROPERLY EXECUTED EXEMPTION CERTIFICATE IS SUBMITTED.

DELIVERY: TBD

TERMS: CASH ON DELIVERY

ADD-ON/COOPERATIVE PURCHASE AUTHORIZATION: HAAKER EQUIPMENT COMPANY OFFERS THE ABOVE PROPOSED PRICE, TERMS AND CONDITIONS TO ANY GOVERNMENTAL AGENCY OR SUBDIVISION IN THE STATE OF CALIFORNIA OR NEVADA FOR A PERIOD NOT TO EXCEED A FULL CALENDAR YEAR FROM THE DATE OF ORIGINAL PURCHASER'S PURCHASE ORDER OR CONTRACT.

WE APPRECIATE THE OPPORTUNITY TO PRESENT THIS PROPOSAL AND LOOK FORWARD TO BEING OF FURTHER AND CONTINUED SERVICE.

HAAKER EQUIPMENT COMPANY

ACCEPTED BY: _____

BY: Bob Towle
BOB TOWLE
SALES REPRESENTATIVE

DATE: _____



2070 N. White Avenue, La Verne, CA 91750
(909) 598-2706 ~ haaker.com

RPO QUOTE
April 23, 2026

TO: CITY OF OXNARD
305 WEST THIRD ST.
OXNARD, CA 93030

ATTN: IGNACIO CARRILLO
(805) 814-2716
ignacio.carrillo@oxnard.org

In Accordance with Your Request, We Are Pleased To Submit The Following Proposal For Your Consideration And Approval.

NEW REFUSE ROLL OFF TRUCK

Refuse Roll Off Truck, Mounted on a 2027 Autocar CNG Chassis.

STANDARD AND OPTIONAL EQUIPMENT INCLUDE:

- | | |
|---|--|
| ▣ROLL OFF UNIT | ▣FULL PLASTIC FENDERS |
| ▣REEVING CYLINDERS 6" X 96"HONED TUBE W/3' CHROME SHAFT | ▣LED ALL IN ONELIGHTING W/MID BODY TURN SIGNALS |
| ▣INSIDE FRAME MOUNT HOIST CYLINDERS 5-1/2"X 74"HONED TUBE W/3' CHROME SHAFT | ▣TRANSMISSION MOUNT PTO/PUMP |
| ▣3/8"X4'X12' SQUARE RAILS 24' LONG | ▣SARG 4500 PIONEER AUTO TARP SYSTEM W/ TELESCOPING |
| ▣4 1/2' X 5' ROLLERS/ 3 ON EACH SIDE OF RAILS 2 - 3/4"HEAVY DUTY REAR HINGE | ▣GANTRY |
| ▣3/4" X 85' ROLL OF CABLE | ▣LABOR-INSTALLATION OF AUTOMATIC TARPING SYSTEM |
| ▣HYDRAULIC TANK W/SIGHT GAUGE | ▣MISC, TARP MOUNTING BRACKETS VALVE BRACKETS |
| ▣INSIDE/OUTSIDE AIR CONTROL | ▣REAR BRACKETS GANTRY BRACKETS |
| | ▣TOOLBOX W/ T HANDLE 36" |
| | ▣MAIN VALVE GUARD & LOCK |

PRICING FOR 1 UNIT:

UNIT PRICE	\$ 396,413.00
RENTAL CREDIT (36 MONTHS)	(-\$136,800.00)
SUBTOTAL	\$ 259,613.00
SALES TAX (9.25%):	\$ 24,014.20
FINAL PRICE PER UNIT	\$ 283,627.20

FINAL PRICE FOR 4 UNITS:..... \$ 1,134,508.81

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TAXES: SALES TAX APPLICABLE AT TIME OF DELIVERY WILL BE SHOWN ON OUR INVOICE. FEDERAL EXCISE TAXES, IF APPLICABLE, WILL REQUIRE PAYMENT UNLESS A PROPERLY EXECUTED EXEMPTION CERTIFICATE IS SUBMITTED.

DELIVERY: TBD **TERMS:** CASH ON DELIVERY

ADD-ON/COOPERATIVE PURCHASE AUTHORIZATION: HAAKER EQUIPMENT COMPANY OFFERS THE ABOVE PROPOSED PRICE, TERMS AND CONDITIONS TO ANY GOVERNMENTAL AGENCY OR SUBDIVISION IN THE STATE OF CALIFORNIA OR NEVADA FOR A PERIOD NOT TO EXCEED A FULL CALENDAR YEAR FROM THE DATE OF ORIGINAL PURCHASER'S PURCHASE ORDER OR CONTRACT.
WE APPRECIATE THE OPPORTUNITY TO PRESENT THIS PROPOSAL AND LOOK FORWARD TO BEING OF FURTHER AND CONTINUED SERVICE.

HAAKER EQUIPMENT COMPANY **ACCEPTED BY:** _____
BY: Bob Towle **DATE:** _____
BOB TOWLE
SALES REPRESENTATIVE

Agreement 32600497 with Haaker Equipment Company for Short-Term Rental of Refuse Collection Vehicles for the Environmental Resources Division.

Public Works and Transportation Committee
May 12, 2026

City Council
June 1, 2026

Brian Yanez,
Assistant Public Works Director

That the Public Works and Transportation Committee recommended that the City Council approve and authorize the Mayor to execute a Rental Agreement with Haaker Equipment Company for an annual contract amount of \$2,800,000, for an initial term of one year from July 1, 2026, to June 30, 2027, with the option for two consecutive one-year period extensions ending June 30, 2029, with a total contract amount not to exceed \$8,400,000, for the rental of refuse collection vehicles.

That the City Council approve and authorize the Mayor to execute a Rental Agreement with Haaker Equipment Company for an annual contract amount of \$2,800,000, for an initial term of one year from July 1, 2026, to June 30, 2027, with the option for two consecutive one-year period extensions ending June 30, 2029, with a total contract amount not to exceed \$8,400,000, for the rental of refuse collection vehicles.

- On June 30, 2020, the Council approved Agreement A-8221 with Amrep U.S.A., Inc. (Amrep) and was amended for six years, for the rental of refuse collection vehicles for the Environmental Resource (ER) Division
- To optimize operational costs and ensure service continuity, staff recommends transitioning to a new agreement with Haaker Equipment Company (Haaker), utilizing the Sourcewell cooperative purchasing contract.
- This transition is projected to yield an annual savings of approximately \$150,000, if truck rental volumes stay relatively the same as before, in addition to an immediate initial delivery charge savings of \$9,250 per vehicle.

- The rental fleet is a critical component of ER's operational strategy, providing the necessary flexibility to maintain a six-day collection schedule without interruption
- In alignment with the 2024 ER Cost of Service Study, staff is concurrently analyzing the procurement of new side loaders, front-end loaders, and roll-off vehicles
- This dual-path approach ensures that the City maintains immediate high-level service standards while transitioning toward a more cost-effective, City-owned long-term fleet

- The procurement of these rental services aligns with the 2024 Environmental Resources Cost of Service Study
- Haaker agreement includes an optional buy-out option at the end of the rental period
- Staff will conduct a cost-benefit and feasibility analysis to determine options such as exercising this purchase option, continuing leasing vehicles, and/or procuring a permanent fleet before the rental period concludes

- ER Division is requesting an initial 12-month agreement with Haaker Refuse to address critical capacity gaps caused by an aging refuse collection fleet.
- Terms in the agreement include two optional one-year extensions
- Currently, ER maintains a fleet of 74 City-owned vehicles to support residential, commercial, and industrial collection services

The operational availability of this fleet is frequently reduced by several factors:

- **Fleet Lifecycle:** A significant portion of the current inventory has exceeded its optimal service life, leading to increased mechanical failures
- **Mandatory Compliance:** U.S. Department of Transportation (DOT) regulations require comprehensive safety inspections every 90 days, necessitating regular downtime for every vehicle
- **Maintenance Demands:** The combination of aging equipment and rigorous six-day-a-week usage requires extensive preventative maintenance and complex repairs

- To address these challenges and maintain uninterrupted public health and sanitation services, ER has historically, for the past six years, supplemented its fleet by renting approximately five to ten vehicles per month
- Due to aging assets and evolving compliance requirements, ER may need to increase rentals to an estimated range of five to 25 vehicles per year
- The availability of refuse collection vehicle rental supplements ER's collection fleet to provide uninterrupted daily service. The rental agreement with Haaker provides ER with the flexibility to rent refuse collection vehicles as needed and return them without penalty

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- Additionally, Haaker's rental vehicles operate on Compressed Natural Gas (CNG), offering key advantages such as lower fuel costs, reduced emissions, and a cleaner, more environmentally friendly alternative to gasoline and diesel-powered vehicles.

To ensure procurement efficiency and cost-effectiveness, the agreement will be established as a single-source contract leveraging the Sourcewell cooperative purchasing agreement. The proposed contract structure with Haaker is as follows:

- Initial Term: July 1, 2026, through June 30, 2027.
- Initial Funding: An amount not to exceed \$2,800,000 for the first year.
- Extension Options: Two optional, consecutive one-year extensions, potentially extending the service period through June 30, 2029.

Total Contract Value: If all extension options are exercised, the total not-to-exceed value of the agreement will be \$8,400,000.

- Total annual cost for this Rental Agreement with Haaker Equipment Company will not exceed \$2,800,000 (based on an average of 21 vehicles per month at a rate of \$11,000 per vehicle per month)
- Total contract amount not to exceed is \$8,400,000, if all term extensions are exercised
- Funding for this Agreement is included in the Fiscal Year 2026-27 Proposed Budget from the ER Fund (631) for the City Council's consideration in June
- Subsequent fiscal year funding will be requested in the annual budget process



End of Presentation