

Invitation for Bids for Janitorial Services

Project Summary Sheet

Solicitation Issuance: July 20, 2026

Project Description: Daily professional janitorial services to maintain a clean, safe, and welcoming environment at Santa Barbara Metropolitan Transit District (MTD) facilities for a one-year base term with up to four additional one-year option periods, for a total potential term of five years.

Project Locations: MTD Administrative Offices & Transit Maintenance Facility (T1 - Olive Terminal)
550 Olive Street, Santa Barbara, CA 93101

MTD Transit Center
1020 Chapala Street, Santa Barbara, CA 93101

MTD Terminal 2 (T2 - Goleta) – *Demolition/Construction anticipated in 2027*
5353 Overpass Road, Goleta, CA 93111

Mandatory Pre-Bid Meeting & Job Walk: Wednesday, July 29, 2026, 9:00 AM PDT

Starts at Santa Barbara MTD, Admin Building,
550 Olive Street, Santa Barbara, CA 93101
Tour of properties will include all project locations, estimated duration 3 hours
Bidders must provide their own transportation between sites.

Clarification & Change Request Deadline: Wednesday, August 5, 2026, 2:00 PM PDT

Email to purchasing@sbmtd.gov

Bid Due Date/Time: Wednesday, August 12, 2026, 2:00 PM PDT

at MTD, Administrative Building, 550 Olive Street, Santa Barbara, CA 93101
(bids opened in the upstairs conference room)

Bid Contents: To be considered responsive, bids must include the following completed forms:

- ☐ Price Bid
- ☐ Acknowledgement of Addenda
- ☐ Bidder Information
- ☐ Subcontractors
- ☐ References
- ☐ Non-Collusion Declaration and Compensation Certification
- ☐ Lobbying Certificate

Type of Solicitation: Sealed bids with firm, fixed price contract award to lowest evaluated responsive and responsible Bidder



Invitation for Bids for Janitorial Services

July 20, 2026

Contact:

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SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

Invitation for Bids for Janitorial Services

Table of Contents

A.	Project Description.....	1
B.	Pre-Bid Submittal Activities.....	1
1.	Bid Packets	1
2.	Mandatory Pre-Bid Meeting & Job Walk.....	2
3.	Communication, Requests & Clarification.....	2
4.	IFB Modification & Addenda	3
C.	Bid Preparation	3
1.	Bid Contents and Format	3
D.	Bid Submittal & Opening.....	5
1.	Bid Delivery	5
2.	Bid Opening	5
3.	Modification or Withdrawal of Bids.....	5
4.	Bid Stipulations	6
E.	Bid Review	6
1.	Bid Defects or Collusion.....	6
2.	Responsiveness	6
3.	Responsibility	6
4.	Single Bid Analysis	6
F.	Contract Award.....	7
1.	Award Process.....	7
2.	Contract Execution	7
3.	Protest Procedures	8

Attachment 1: **MTD Forms and Certifications** (including a checklist and Job Walk invite)

Attachment 2: **Statement of Work**

Attachment 3: **MTD Master Agreement**

Attachment 4: **Federal Transit Administration (FTA) Contract Provisions**

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

Invitation for Bids for Janitorial Services

Solicitation Instructions

A. Project Description

The mission of Santa Barbara Metropolitan Transit District (MTD) is to enhance the mobility of South Coast residents, commuters, and visitors by offering safe, appealing, equitable, environmentally responsible, and fiscally sound transit service. To that end MTD requires professional commercial janitorial services at its three facilities:

- **Terminal 1 (Administrative Offices & Bus Maintenance Facility)**

550 Olive Street, Santa Barbara, CA 93101

Daily scheduled cleaning of the two-story Administration Building (approx. 14,000 sq. ft.) and designated office, driver/mechanic lounge, and restroom spaces within the Maintenance Building (approx. 900 sq. ft.)

- **Transit Center (Downtown Passenger Hub)**

1020 Chapala Street, Santa Barbara, CA 93101

Intensive daily interior servicing, frequent daytime high-touch and restroom sanitization, and nightly cleaning/waste management of the exterior pedestrian waiting sidewalk.

- **Terminal 2 (Satellite Dispatch & Bus Maintenance Facility)**

5353 Overpass Road, Goleta, CA 93111

On-call, as-needed janitorial services. (Note: This facility is scheduled for extensive reconstruction beginning in early 2027, and service parameters will be adjusted accordingly)

Included in this Invitation for Bids (IFB) is a detailed Statement of Work for this project requiring highly vetted personnel to service with the necessary cleaning machinery, tools, and basic cleaning agents while actively managing and restocking MTD-funded consumable paper goods, hand soaps, and liners. There is also an emergency response aspect, in which a primary point of contact is established to dispatch on-call emergency cleanup services to Terminal 1 or the Transit Center within 30 minutes of notification. Vehicle detailing is excluded from this project. The Agreement offers a one-year base term with up to four additional one-year option periods, for a total potential term of five years.

B. Pre-Bid Submittal Activities

1. Bid Packets

The IFB documents shall be posted and available at <https://sbmtd.gov/about/doing-business/> and are also available by request by emailing purchasing@sbmtd.gov. The IFB is composed of the following items which make up the bid packet:

- Solicitation Instructions—the document presently being read with submittal instructions
- MTD Forms and Certifications—required to be fully completed and returned with bid submittal
- Statement of Work—the minimum requirements to complete the project
- MTD Master Agreement—the sample contract between MTD and the awarded Bidder, including the insurance requirements (see paragraph 18)
- Federal Transit Administration (FTA) Contract Provisions—the federal requirements for projects funded in whole or in part by the United States Department of Transportation (USDOT)'s FTA.

Bidders should be certain to read all documents in this IFB in order to prepare bids correctly and be fully aware of the contractual terms and conditions. Failure of a Bidder to follow instructions may result in rejection or disqualification of its bid, and lack of knowledge of the contract terms shall not excuse it from its obligations.

2. Mandatory Pre-Bid Meeting & Job Walk

Mandatory Job Walk Wednesday, July 29, 2026, at 9:00 AM PDT

There is a mandatory pre-bid meeting for reviewing the existing conditions with interested parties on Wednesday, July 29, 2026, at 9:00 AM starting at the Santa Barbara MTD Administrative Building, 550 Olive Street, Santa Barbara, CA 93101. The meeting will start in the downstairs auditorium and will proceed with a guided tour of the project areas at all three locations. It is anticipated this will take three hours. Everyone must provide for their own transportation and prepare for limited parking.

This will be the only opportunity for Bidders to examine the site with MTD personnel. Failure of any Bidder to have its authorized representative present at each job walk location will render the bid non-responsive, and it will be rejected.

3. Communication, Requests & Clarification

Requests for Changes to IFB, Scope, Contract Terms Due Wednesday, August 5, 2026, 2:00 PM PDT to purchasing@sbmtd.gov

Up until Wednesday, August 5, 2026, 2:00 PM Bidders may request a clarification, or a change to any aspect or requirement of the IFB or any addenda thereto, by emailing purchasing@sbmtd.gov.

Requests may include suggested substitutes for specified items and for any brand names (which whenever used in this solicitation, shall mean the brand name or approved equal). For serious consideration, any request for a change or approved equal must be supported with technical data, test results or other pertinent information evidencing that the change will result in a condition equal to or better than that required by the IFB without a significant increase in project cost or time. MTD responses shall be by written addenda only. Only addenda issued by MTD are binding upon this solicitation.

4. IFB Modification & Addenda

MTD reserves the right to amend this IFB at any time. Based upon questions, requests, or comments received, MTD may modify the IFB if in its best interests to do so. Any such changes shall be provided through formal written addenda. No other forms of communication with any officer, employee or agent of MTD with respect to the IFB shall be binding on MTD.

Any addenda shall be posted and available at <https://sbmtd.gov/about/doing-business/> and will be sent via email to parties that have expressed an interest by emailing purchasing@sbmtd.gov. Failure of a Bidder to receive any addendum shall not relieve it from any obligation under its bid or under the IFB as clarified or modified.

C. Bid Preparation

1. Bid Contents and Format

Bids forms must be submitted and organized in the order listed below.

- ☐ **Price Bid**
- ☐ **Acknowledgement of Addenda**
- ☐ **Bidder Information**
- ☐ **Subcontractors**
- ☐ **References**
- ☐ **Non-Collusion Declaration and Compensation Certification**
- ☐ **Lobbying Certification**

☐ **Price Bid**—Bid shall include the fully completed and signed Price Bid form included in this IFB.

The Price Bids shall indicate the total compensation for carrying out the complete project under the terms of the contract. This includes all costs associated with the Master Agreement, FTA Contract Provisions, and Statement of Work without limitation, to include personnel, wages, benefits, vehicle, fuel, tools, mobilization and demobilization, supervision, insurance, all licenses, permits, taxes, overhead and profit. This price is not subject to adjustment based on actual costs incurred during performance.

See the Price Bid form included in this IFB packet.

The Price Bid form requires the Bidder to assign the contracted firm, fixed unit price (per month, per visit, or per hour) to each designated janitorial services activity.

For bid comparison purposes and to determine the lowest bidder, these unit prices will be multiplied by the designated annual sample quantities on the form. Bidders must multiply their unit price by the sample quantity for each line item, sum those totals, and calculate the "Total Base Year 1" price.

To account for inflation, Cost of Living Adjustments (COLA), or Consumer Price Index (CPI) changes over potential option years, Bidders must provide a not to exceed percent (%) increase in contract prices for each of the four (4) subsequent option years. Bidders are responsible for calculating their own year-over-year escalation and inputting the evaluated bid price for Option Years 2, 3, 4, and 5. If a Bidder does not desire an annual price increase, they should mark 0% and carry their Base Year 1 total forward unchanged into the option years.

Finally, Bidders must sum the totals for Years 1 through 5 to calculate the "Total 5-Year Evaluated Bid".

**This total 5-year cumulative amount will be the basis upon which
MTD evaluates and identifies the lowest bid.**

Failure to include the fully completed and signed Price Bid form will render the bid non-responsive and it will be rejected. If revised Price Bid forms were issued as part of addenda, the most recent version must be used, or the bid will be considered non-responsive and it will be rejected.

☐ Acknowledgment of Addenda—Bidder shall acknowledge either the receipt of each addendum or that there were no addenda by including in its bid submittal the fully completed and signed Acknowledgement of Addenda form included in this IFB packet. Failure to include the signed Acknowledgement of Addenda form may render the bid non-responsive, resulting in rejection.

☐ Bidder Information—Bid shall include the fully completed Bidder Information form in this IFB packet.

☐ Subcontractors—Submittal shall include a Subcontractors form for each proposed subcontractor who will be involved in this project, indicating the distinct element of work that will be subcontracted. If no subcontractors are to be used, check the appropriate box, indicating it is not applicable and return the form with bid.

☐ References—Bids must include the fully completed References form found in this IFB packet. References must represent work of a similar scope, such as commercial or public properties. It is critical that all reference contact information is accurate and current. MTD reserves the right to reject bids if references cannot be reached or fail to respond within a reasonable timeframe.

☐ Non-Collusion Declaration and Compensation Certification—Bid shall include the fully completed and signed form included in this IFB packet, The Non-Collusion Declaration and a Compensation Certification is required on the basis of the usage of California state funding for the project and Workers' Compensation requirements.

☐ Lobbying Certification—Bid shall include the fully completed and signed certificate included in this IFB packet indicating no federally awarded dollars were used to lobby for this contract. Any non-federal funded lobbying activities shall be disclosed with a Standard Form-LLL.

D. Bid Submittal & Opening

1. Bid Delivery

Bids Due Wednesday, August 12, 2026, by 2:00 PM PDT to MTD

One (1) original, and one (1) copy (printed or USB digital flash drive) of the bid shall be submitted in a non-transparent, sealed envelope or appropriate packaging plainly marked on the exterior with the name of the Bidder and the abbreviated project name: "Janitorial Services IFB"

Sealed bids shall be addressed and delivered to MTD:

Santa Barbara Metropolitan Transit District
Janitorial Services IFB
550 Olive Street
Santa Barbara, CA 93101

If using US Mail or delivery service, bids must still be enclosed in the specified packaging within any delivery service packaging.

Hand-delivered sealed bids shall be accepted by appointment. MTD Administrative Offices are currently closed to the public. Deliveries can be accepted by pre-arranging a delivery time Monday through Friday, from 8:00 AM - 5:00 PM (local time). To make a delivery appointment call 805-963-3364 ext. 200.

Within the 15 minutes prior to bid-opening, bids will be accepted without an appointment and must be brought directly to the Administrative Building's Upstairs Conference Room.

Bids will be accepted until 2:00 PM local time on Wednesday, August 12, 2026. It is the Bidder's sole responsibility to ensure that the bids are received by the date and time stated above. Unless due to the fault of MTD, bids received after such time will not be considered.

2. Bid Opening

Bid opening will immediately follow the submittal deadline. No appointment is necessary to attend the bid-opening. Bidders are not required to attend the bid opening. All bids received by the bid submission deadline will be opened and read aloud at an open public meeting in the Administrative Building's Upstairs Conference Room at MTD: 550 Olive Street, Santa Barbara, CA 93101. At the meeting, the amounts bid by each Bidder will be read aloud. An announcement will be made of the apparent low Bidder, pending the responsiveness and responsibility check of each bid received (bid review process is described below).

3. Modification or Withdrawal of Bids

A Bidder may modify or withdraw a submitted bid any time prior to the bid submittal deadline by sending an e-mail request from the Bidder's authorized representative to purchasing@sbmtd.gov. The withdrawal of a bid prior to the bid submission deadline does not prejudice the right of a Bidder to resubmit a bid by the deadline. After the bid submission deadline, a bid may be withdrawn only if MTD fails to award the contract within the validity period stipulated on the Price Bid form or any agreed-upon extension thereof.

4. Bid Stipulations

Bids received by MTD become the property of MTD. MTD will not pay any cost incurred by Bidder resulting from the preparation or delivery of its bid. Bids submitted in response to this IFB become a matter of public record and shall be regarded as public records. MTD does not require, nor does it solicit, proprietary technical data, trade secrets, or confidential information to evaluate a Bid. MTD reserves the sole right to review, accept, or reject bids; or to cancel this solicitation in whole or in part if it is in MTD's best interest to do so. Bids submitted shall remain valid for 60 calendar days.

E. Bid Review

1. Bid Defects or Collusion

MTD may reject any bid that includes deviations or is not prepared in accordance with the instructions and requirements of this solicitation. MTD reserves the right to waive any defects, or minor informalities, or irregularities in any bid which do not materially affect the bid or prejudice other Bidders. If there is any evidence indicating that two or more Bidders are in collusion to restrict competition or otherwise engaged in anti-competitive practices, the bids of all such Bidders shall be rejected and such evidence may be a cause for disqualification of the participants in future MTD solicitations.

2. Responsiveness

MTD shall examine the lowest Base Bid Price to determine its completeness and responsiveness to this solicitation. MTD may request additional or clarifying information from a Bidder. Bids that do not contain all required materials, information, or forms; or where such items are substantially incomplete, may be determined as non-responsive and rejected by MTD. In such a case, the process shall continue until such time as the low responsive Bidder is determined.

3. Responsibility

MTD shall assess the lowest responsive Bidder's "responsibility." Responsibility is defined as having the technical capacity, experience, and operational understanding necessary to perform the work. To establish responsibility, the Bidder must have participated in the mandatory Job Walk to ensure a full understanding of the sites, and must demonstrate a track record of satisfactory performance through verifiable, similar references. Additionally, the Bidder must currently be free from debarment by any Federal, State, or local agency. Bidders failing to meet these standards will be deemed non-responsive.

MTD shall primarily use contractor databases and work references provided in the bid for this initial determination. However, at its own discretion, MTD may seek and utilize other information within and outside of the bid to assist in the determination. Such process may involve requesting additional or clarifying information from a Bidder, including evidence of insurance that meets MTD Master Agreement requirements. The bid of a Bidder not found to be responsible shall be rejected. In such a case, the process shall continue until such time as the lowest responsive and responsible Bidder is determined.

4. Single Bid Analysis

If only one bid is received in response to this solicitation, a detailed price and/or cost analysis of the bid may be required in order to determine if the price is fair and reasonable. A price analysis involves comparison to other similar procurements with similar quantities, specifications and time frames.

Where it is impossible to determine price reasonableness through price analysis, it may be necessary to conduct a cost analysis of the proposed price. A cost analysis is a more detailed evaluation of the cost elements in the Bidder's proposal. It is conducted to form an opinion as to the degree to which the proposed costs represent what the Bidder's performance should cost. A cost analysis is generally conducted to determine whether the Bidder is applying sound management in proposing the application of resources to the contracted effort and whether costs are allowable, allocable and reasonable. Any such analyses and the results therefrom shall not obligate MTD to accept such a single bid, which may be rejected at MTD's sole discretion.

F. Contract Award

1. Award Process

If considered in MTD's best interest, the MTD General Manager will issue the responsive and responsible Bidder providing the lowest 5-Year Evaluated Bid price a "Notification of Contingent Award." Such notification is a declaration from MTD of its intent to award a project contract once the required documents are received. Such award notification is anticipated on or before September 9, 2026.

2. Contract Execution

A contract will be executed and issued upon receipt of required certificates of insurance and any other MTD required documents.

- **Insurance**—Contractor and subcontractors must be able to meet the Insurance Requirements in paragraph 18 of the MTD Master Agreement. Contractor shall have its insurance broker/agent provide MTD with certificates of insurance as MTD will not accept such documents from the Contractor or any agent of the Contractor other than a licensed insurance professional. Subcontractor certificates of insurance shall be submitted and managed by the Contractor. MTD will accept electronic certificates of insurance as proof of coverage. Certificates and Renewals should be sent to insurance@sbmtd.gov.
- **Subcontractor Information**—Contractor is required to fully complete and submit the Subcontractor form for every subcontractor who will perform work or render service under this contract.
- **Disadvantaged Business Enterprises (DBE) Certification**—While there is no DBE commitment for this contract, Contractor or any subcontractor that is certified DBE by the California Unified Certification Program (CUCP) shall submit a copy of their certificate. Additional information can be obtained by emailing purchasing@sbmtd.gov or start here: <https://www.transportation.gov/civil-rights/disadvantaged-business-enterprise>.

MTD must receive the contract-required documents within ten (10) calendar days after a written "Notification of Contingent Award."

Attached and incorporated into the contract will be the Statement of Work and relevant portions of the Contractor's bid and post-award submittals. In all cases, the most recent versions of the documents, taking into account any addenda thereto, shall be used in the final and binding contract.

Notice to proceed (NTP) will be issued within 45 days of a fully executed contract signed by both Contractor and MTD.

3. Protest Procedures

MTD has established procurement protest procedures to ensure uniform, timely, and fair consideration of complaints received by MTD concerning its procurement activities. Such procedures are available on MTD's website at <http://www.sbmtd.gov/about/doing-business/>.

End of Solicitation Instructions Text (Also See Attachments)



Invitation for Bids
for
Janitorial Services

Attachment 1
MTD Forms & Certifications

July 20, 2026

Contact:

Valerie White
Purchasing Agent
Santa Barbara Metropolitan Transit District
805.963.3364 x244
550 Olive Street
Santa Barbara CA 93101
vwhite@sbmtd.gov
purchasing@sbmtd.gov
www.sbmtd.gov

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

Invitation for Bids for Janitorial Services

CHECKLIST

The checklist is an aid for completing the requirements of this Invitation for Bids. It does not substitute for any provision or obligation in the Solicitation Instructions or the terms and conditions in the attachments. In the event of any conflict between this Checklist and the aforementioned documents, the latter shall control over the Checklist.

Important Dates:

- ☐ Mandatory Pre-Bid Meeting and Job Walk on Wednesday, July 29, 2026, 9:00 AM (local time) starts at MTD 550 Olive Street, Santa Barbara, CA 93101
- ☐ Requests for change and clarifications due Wednesday, August 5, 2026, 2:00 PM (local time), by email to purchasing@sbmtd.gov
- ☐ Bids Due Date/Public Bid Opening on Wednesday, August 12, 2026, 2:00 PM (local time) at MTD 550 Olive Street, Santa Barbara, CA 93101 (bid opening upstairs conference room)

Required MTD Forms to be completed:

- ☐ Price Bid
- ☐ Acknowledgement of Addenda
- ☐ Bidder Information
- ☐ Subcontractors
- ☐ References
- ☐ Non-Collusion Declaration and Compensation Certification
- ☐ Lobbying Certification

If awarded, required documents prior to contract execution:

- ☐ *Certificate of Insurance for Contractor, and all subcontractors, naming MTD as certificate holder*
- ☐ *Additional Subcontractor information, if applicable*
- ☐ *Disadvantaged Business Enterprises (DBE) Certification, if applicable*

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

Invitation for Bids for Janitorial Services

MANDATORY JOB WALK

WEDNESDAY, JULY 29, 2026, 9:00 AM

To submit a compliant bid for the Santa Barbara MTD Janitorial Services Contract, Bidders must have representation present at all three locations in attendance. Subcontractors, and interested parties are also welcome to attend. It is estimated the guided tour will take three hours. Make sure you have your own transportation to navigate between checkpoints.

CHECKPOINT 1: **Terminal 1 (Administrative Offices & Bus Maintenance Facility)**

Start Time: Promptly at 9:00 AM

Estimated Duration: Up to 90 minutes

Location: 550 Olive Street, Santa Barbara, CA 93101

Sign in, pre-bid meeting and job walk starts in the Downstairs Auditorium, Administrative Office

 **Parking Tip:** Front parking is extremely limited. Street parking is highly challenging—arrive early! Be sure to carefully read all street signs for local parking codes and restrictions.

CHECKPOINT 2: **Transit Center (Downtown Passenger Hub)**

Start Time: Immediately following Checkpoint 1

Estimated Duration: 30 minutes

Location: 1020 Chapala Street, Santa Barbara, CA 93101

 **Parking Tip:** Nearby street parking is limited. An adjoining City Parking Lot offers public parking that is free for the first 75 minutes.

CHECKPOINT 3: **Terminal 2 (Satellite Dispatch & Bus Maintenance Facility)**

Start Time: Immediately following Checkpoint 2

Estimated Duration: Approximately 30 minutes

Location: 5353 Overpass Road, Goleta, CA 93111

 **Parking Tip:** Parking is available both on-property and on the street.

LOGISTICS

Bring Your Own Wheels: The guided tour ends at Terminal 2 in Goleta. Because you will be dismissed directly from this final location, bidders must provide their own transportation between all three sites.

Attendance is Tracked: A sign-in sheet will be active at each location. Missing even one checkpoint will disqualify your bid. We look forward to seeing you at 9:00 AM sharp at Terminal 1!

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

Invitation for Bids for Janitorial Services

PRICE BID

Year 1 Activity 2026 -2027		Firm Fixed Price/Amount	Contract Price/Amount	Quantity for Bid Evaluation purposes*	Calculated Annual Bid Price for Evaluation purposes
Terminal 1	T1 - Olive Terminal - 550 Olive S	per month	\$	12	\$
Transit Center	TC - Downtown Hub 1020 Chapala St	per month	\$	12	\$
Terminal 2	T2 - Goleta Terminal - 5353 Overpass Rd	per visit	\$	12	\$
Special Tasks	any location	per hour	\$	100	\$
Emergency or Biohazard Task	any location	per hour	\$	100	\$
Base Year 1			Total Year 1 Evaluated Bid		\$
Year 2 Option	not to exceed % change	%			\$
Year 3 Option	not to exceed % change	%			\$
Year 4 Option	not to exceed % change	%			\$
Year 5 Option	not to exceed % change	%			\$
			Total 5-Year Evaluated Bid		\$

**Quantity is for evaluation purposes only and does not guarantee actual work volume.*

The Bidder hereby represents and acknowledges that:

1. It has sufficiently informed itself in all matters affecting the performance of the work, or the furnishing of the labor, supplies, material, or equipment called for in carrying out the project.
2. It has reviewed the Contract Documents including the *MTD Master Agreement*, *FTA Contract Provisions*, and *Statement of Work*, and agrees to the terms and conditions thereof.
3. It will meet the minimum insurance coverage requirements detailed in Paragraph 18 of the *MTD Master Agreement*.
4. Its bid has been thoroughly checked for errors and omissions and the costs, prices, hours, rates, and any other constituents of this Price Bid are a complete and correct statement of its price for performing all project work required by the Contract Documents.
5. Its bid is genuine, not sham or collusive, nor made in the interest of any person not herein named; that it has not in any illegal manner sought to secure for itself any advantage over any other Bidder.
6. Its bid is valid for 60 calendar days following the bid due date.
7. It is understood and agreed that MTD reserves the right to reject any or all bids if, in MTD's sole discretion, that is believed by MTD to be in its best interests. MTD also reserves the right to waive any informality or irregularity in any bid received and to be the sole judge of the merits of the bid(s) received.
8. MTD's potential contract award, if any is made, will be to the lowest responsive and responsible Bidder, submitting contract pricing for the one-year base term and all four (4) one-year option periods, based on the quantities established for evaluation purposes.
9. It understands that the quantities listed in this Price Bid form are for bid evaluation purposes only, and MTD does not guarantee any minimum or maximum amount of actual work, hours, or visits under the contract.
10. It understands MTD's evaluation of options will not obligate MTD to exercise those options during contract performance.

Authorized Official Signature

Date of Signature

Authorized Official Name

Authorized Official Title

Business Name of Bidder

(Signer must match authorized official shown on Bidder Information form)

July 20, 2026

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

Invitation for Bids for Janitorial Services

ACKNOWLEDGEMENT OF ADDENDA

The undersigned acknowledges the Bidder's receipt of the following addenda to this Invitation for Bids and has incorporated information or changes in said addenda within its submittal (if no addenda were received, write "None" in the first blank):

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Note: It is the Bidder's responsibility to ensure it receives all addenda which are posted under "Active Procurements" at the bottom of MTD's website at <http://www.sbmta.gov/about/doing-business/>.

Authorized Official Signature

Date of Signature

Authorized Official Name

Authorized Official Title

Business Name of Bidder

(Signer must match authorized official shown on Bidder Information form)

July 20, 2026

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

Invitation for Bids for Janitorial Services

BIDDER INFORMATION

General Information

Business Name of Bidder: _____

Business Type: ☐ Corporation (State of Incorporation: _____) ☐ Partnership
☐ Sole Proprietorship ☐ Other: _____

Special Business Designations (DBE, MBE, WBE, etc): _____

Business Federal Tax ID Number: _____ DUNS Number (if have one): _____

Years in Business: _____ NAICS codes (applicable to the scope/bid): _____

Annual Gross Receipts:

Please select the bracket that best represents the average over the last three (3) fiscal years

☐ Under \$1,000,000 ☐ \$1,000,000 to \$5,000,000 ☐ Over \$5,000,000

Corporate Headquarters

Street Address: _____

City: _____ State: _____ Zip Code: _____

Local Office ☐ (check box at left & leave below blank if the local office is the HQ or there is no local office)

Street Address: _____

City: _____ State: _____ Zip Code: _____

Authorizing Contact (person authorized to bind the firm contractually, including change orders)

Name: _____ Title: _____

Location: ☐ HQ ☐ Local Office ☐ Other: _____

Telephone: _____ Cell: _____ E-Mail: _____

Project Manager (MTD point of contact for bringing the project to completion at the bid price)

Name: _____ Title: _____

Location: ☐ HQ ☐ Local Office ☐ Other: _____

Telephone: _____ Cell: _____ E-Mail: _____

July 20, 2026

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT
Invitation for Bids for Janitorial Services

REFERENCES

Business Name of Bidder: _____

Credit References

Include organizations that you currently purchase materials or services from on credit (or list bank):

Firm Name: _____ Contact Name: _____

Contact Phone: _____ Contact E-Mail: _____

Vendor Name: _____ Contact Name: _____

Contact Phone: _____ Contact E-Mail: _____

Work References

Submit three recent client references for comparable work to MTD's project, including one commercial or government project as the prime contractor.

Client Name: _____ Contact Name: _____

Contact Phone: _____ Contact E-Mail: _____

Description of Work: _____

Client Name: _____ Contact Name: _____

Contact Phone: _____ Contact E-Mail: _____

Description of Work: _____

Client Name: _____ Contact Name: _____

Contact Phone: _____ Contact E-Mail: _____

Description of Work: _____

If more space is needed, this page may be copied and additional information listed.

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

Invitation for Bids for Janitorial Services

SUBCONTRACTORS

Business Name of Bidder: _____

Subcontractors

Bidder shall set forth a description of work that will be done by each subcontractor for any portion of work to be performed under Contract.

Due with Sealed Bid:

Will any portion of the work be subcontracted?

Subcontractor Name: _____

Description of Subcontractor and the work to be performed:

Additional Information Due within 10 days of a Notice of Contingent Award

Location/Address: _____

Contact E-Mail: _____ Contact Phone: _____

Amount of Work: \$ _____ Portion of Work: _____ %

Special Business Designations (DBE, MBE, WBE, etc): _____

Business Federal Tax ID Number: _____ DUNS Number (if have one): _____

Description of how the subcontract work will be managed and checked for quality control:

Please duplicate this form for additional subcontractors listed.

July 20, 2026

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

Invitation for Bids for Janitorial Services

NONCOLLUSION DECLARATION

The undersigned declares:

I am the _____ of _____,
(title) (business name of bidder)

the party making the included bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, at _____.
(date) (city, state)

Authorized Official Signature

Authorized Official Name (printed)

COMPENSATION CERTIFICATION

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

Authorized Official Signature

Date of Signature

Authorized Official Name

Authorized Official Title

(Signer must match authorized official shown on Bidder Information form)

July 20, 2026

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

Invitation for Bids for Janitorial Services

LOBBYING CERTIFICATION

The undersigned certifies to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Authorized Official Signature

Date of Signature

Authorized Official Name

Authorized Official Title

Business Name of Vendor

(Signer must match authorized official shown on Bidder Information form)

July 20, 2026



Invitation for Bids
for
Janitorial Services

Attachment 2
Statement of Work

July 20, 2026

Contact:

Valerie White
Purchasing Agent
Santa Barbara Metropolitan Transit District
805.963.3364 x244
550 Olive Street
Santa Barbara CA 93101
vwhite@sbmtd.gov
purchasing@sbmtd.gov
www.sbmtd.gov

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

JANITORIAL SERVICES

STATEMENT OF WORK

I. LOCATIONS

The locations to be provided janitorial services under this Statement of Work (SOW) include:

Terminal 1 (T1) (2 buildings)	Transit Center (TC)	Terminal 2 (T2)
550 Olive Street	1020 Chapala Street	5353 Overpass Rd
Santa Barbara, CA 93101	Santa Barbara, CA 93101	Goleta, CA 93111

A. Terminal 1 (T1) – Olive Terminal areas to be serviced include two separate buildings: the two-story Administration Building (14,000 sf) and the office, lounge, and restroom areas of the Maintenance Shop Building (900 sf). Appendix A includes a T1 Olive Terminal site plan showing areas subject to this SOW.

B. Transit Center (TC) – Transit Center areas to be serviced include the full interior as well as the exterior passenger waiting area defined by the sidewalk and bus stops directly surrounding the building. Attached as Appendix B is a TC site plan showing the areas subject to this SOW.

C. Terminal 2 (T2) – Goleta Terminal services shall be issued upon request. Attached as Appendix E is a site plan showing the areas subject to this SOW (as of 2026). Please note that extensive facility renovations and construction are anticipated early 2027. Consequently, the T2 footprint, service zones, and associated site maps are subject to change. MTD reserves the right to modify the required janitorial service areas and schedules to align with ongoing construction phases and at construction completion (anticipated late 2027/early 2028).

II. SCHEDULE

A. T1 Olive Terminal-Administration Building – Office areas and restrooms shall be serviced once each non-holiday weekday between 6 PM and 11 PM. Areas frequented by Operations Department personnel on the ground floor (i.e. restrooms, lounge/kitchen, locker room) shall be serviced no sooner than 8 PM each day that bus service is provided (all but Thanksgiving and Christmas days). The Operations Department restrooms—excluding the showers— and “high touch surfaces” (as defined in Appendix C) shall be serviced **one additional** time each bus service day between 11 AM and 1 PM.

B. T1 Olive Terminal-Maintenance Shop Building – The three staff offices and unisex restroom in the Maintenance Shop Building shall be serviced once each non-holiday weekday between 6 PM and 11 PM. Areas frequented by Maintenance Department personnel (i.e. restrooms, lounge/kitchen, locker room) shall be serviced no sooner than 8 PM each day that bus service is provided (all but Thanksgiving and Christmas days). The Shop restroom and locker area—excluding the shower—and “high touch surfaces” (as defined in Appendix C) shall be serviced **one additional** time each bus service day between 11 AM and 1 PM.

C. Transit Center-Interior – The Transit Center interior shall be serviced no sooner than 7 PM each day that bus service is provided. All restrooms and “high touch surfaces” (as defined in Appendix C) shall be serviced **two additional** times each bus service day: on weekdays between 9:30 AM and 10:30 AM and between 3 PM and 4 PM; and on weekends between 10 AM and 11 AM and between 2 PM and 3 PM.

D. Transit Center – Exterior – The external passenger waiting area composed of the raised sidewalk area surrounding the TC—which includes the garbage and recyclable receptacles thereon—shall be serviced no sooner than 8 PM each day that bus service is provided. The cleaning, disinfecting, and emptying trash receptacles at bus stops in the immediate vicinity of the Transit Center are also included.

E. T2 Goleta Facility – This Goleta site schedule is “on-call” services—as needed, upon request prior to the commencement of facility renovations and construction.

III. SERVICE TASKS

A. Task Listings & Schedules – The janitorial services provided under this SOW are detailed by task type, frequency and location in Appendices C, D and E.

B. Extra Bathroom Service – Operations and Shop restrooms at T1 Olive Terminal shall include one additional mid-day servicing between 11:00 am and 1:00 pm daily.

C. Emergency Services – The janitorial services provided under this SOW shall include being on call for emergency services at both the T1 Olive Terminal and the TC between the hours of 6:00 AM and 7:00 PM on weekdays and 9:00 AM to 5:00 PM on Saturdays and Sundays on each day that bus service is provided (all but Thanksgiving and Christmas days). Contractor shall respond to such calls within 30 minutes. MTD will pay a one-hour minimum. Contractor hourly rate shall incorporate all costs including supplies and travel time built in (i.e., Contractor will only charge MTD for time on MTD site).

D. Biohazard Remediation – The cleanup and disinfection of potentially infectious/hazardous materials is included in the project work. Contractor must ensure that responding personnel are fully trained in the standards from the Division of Occupational Safety and Health (DOSH), better known as Cal/OSHA, for such clean up procedures and are equipped with appropriate Personal Protective Equipment (PPE).

E. Garbage & Recyclables Disposal – Garbage and recyclables shall be processed as follows:

- Garbage and recyclables shall be emptied from receptacles and disposed of whenever an area receives janitorial services as specified herein. Liners shall be replaced whenever garbage or recyclables are disposed of in exterior, kitchen/lounge, or restroom receptacles; and office/meeting rooms as needed.
- All interior and exterior garbage receptacles shall be lined. All recyclable receptacles other than those in offices shall be lined (a non-lined recyclable receptacle is adjacent to most office refuse cans).
- Exterior receptacles subject to service include all those at the TC, the exterior garbage receptacles at the front and rear entrances of the Administration Building, the two receptacles on the front patio of the Administration Building.
- All T1 Olive Terminal garbage and recyclables shall be disposed of in the appropriate dumpster adjacent to the Bus Wash, as indicated in Appendix A: T1 Olive Terminal Site Plan.

- All TC garbage and recyclables collected must be promptly transported and deposited at that T1 Olive Terminal, in the appropriate dumpster adjacent to the Bus Wash. Such transported refuse shall be in securely tied bulk or liner bags with the tied end facing up to prevent fluid leakage. Any leaking bags shall be double-wrapped to eliminate such leaks.
- There is a dumpster at the T2 Goleta Terminal to serve that facility.
- No unauthorized dumping is allowed; MTD dumpsters are for the exclusive use of MTD facility waste generated under this contract.

F. Graffiti Removal – General public areas, particularly the public restrooms at the TC, are subject to being marked up with graffiti at any time. The janitorial services provided under this SOW shall include removal of such graffiti on an as needed basis immediately as it is discovered. Any graffiti that cannot be removed by the MTD-approved, graffiti-removal product(s) shall be reported immediately to MTD as property damage.

IV. SERVICE STANDARDS & SAFETY

A. Cleaning Standards & Requirements – The performance of all cleaning and servicing shall be carried out in a professional manner in accordance with accepted industry standards and all applicable Cal/OSHA standards. The following list shows standards or tasks that MTD requires.

- Water/disinfectant solution used for mopping floors shall be changed as needed such that all damp-mopped floors are clean.
- Separate mops shall always be used for restrooms and shall never be used on a non-restroom floor.
- No janitorial services shall be carried out on computer desktops including electronic or powered office machines with the following exceptions:
 - At the TC, the CSR microphones shall be disinfected daily.
 - At the TC, in the passenger waiting area, the large video monitors shall be lightly dusted with an overhead mop duster weekly, without the use of chemicals on electronic devices.
- At the TC, the clear acrylic partition surrounding the CSR area shall only be cleaned using Dawn® Dish Soap (or MTD-approved equal) and warm water, and wiped dry of streaks with a clean, extra-soft microfiber cloth.

B. Safety Standards & Requirements – The Contractor shall maintain and implement its own written Injury and Illness Prevention Program and a written Hazard Communication Program as required by Cal/OSHA. A copy of this safety program document shall be made available to MTD upon request.

The performance of all cleaning and servicing under this SOW shall be performed safely and in compliance with all applicable federal, state, and local laws and regulations, including applicable Cal/OSHA requirements. The following are minimum requirements and do not limit the Contractor's responsibility for hazards associated with its work. The following list represents tasks that MTD places an emphasis on and requires:

- "Wet Floor" caution signs, with appropriate symbol and written in both English and Spanish, shall be placed on the floor in any area being damp-mopped until the floor is dried.
- Safety Data Sheets (SDS) shall be provided for all hazardous chemical products brought onto or used at an MTD facility in print format, organized in a yellow SDS binder, and stored in each janitorial closet where cleaning supplies are stored. SDS shall also be provided in electronic format to a designated MTD employee for inclusion in its applicable electronic SDS libraries.

- All cleaning products shall be used as directed by manufacturer, this includes use, handling, storage, and disposal according to manufacturer label directions and the applicable SDS.

C. Deficiencies, Repeated Violations, and Material Breach – Contractor is required to maintain the service standards outlined in the Statement of Work. MTD will document and issue formal written notices of non-compliance for any performance deficiencies. Uncorrected deficiencies or repeated violations for the same or similar performance issues triggering three formal, written notices of deficiency within any twelve-month period—regardless of whether individual infractions were eventually corrected—may be deemed by MTD as a material breach of contract.

V. JANITORIAL EQUIPMENT & SUPPLIES

A. Contractor-Provided Equipment & Supplies – All janitorial equipment and supplies necessary to carry out this SOW, except those listed in B below, shall be provided by Contractor.

B. MTD-Provided Supplies – MTD shall provide garbage and recyclable receptacles (and pay vendors directly for the liners and other consumable supplies).

C. Equipment & Supplies Storage – MTD shall provide one janitorial closet in the T1 Administration Building, one at the TC, and one at T2.

VI. CONSUMABLE SUPPLIES

A. Types – Contractor shall restock per the task listings in the Appendices the following consumable supplies: toilet paper, toilet seat covers, air freshener dispensers, paper towels, hand soap, hand sanitizer (where applicable stations are mounted), and trash/recyclable receptacle liners.

B. Consumable Ordering – MTD shall provide Contractor with a listing of consumable supplies by vendor, brand name and product line, which Contractor shall coordinate with MTD the orders, stock and resupply as necessary. Contractor shall retain responsibility for managing the consumable supplies inventory. MTD pays the vendor directly.

C. Consumable Storage – Consumable supplies may be stored in locations specified by MTD. Contractor shall be responsible for off-site storage of supplies that cannot fit in MTD-provided storage areas. All stored supplies shall be maintained in a clean, safe, and orderly manner. All chemical products and bottles must be clearly labeled in accordance with Cal/OSHA Hazard Communication Standards. No flammable, combustible, or hazardous materials may be stored.

D. Receptacle Liners – Liners shall be of the appropriate size and type for the receptacle.

E. Paper Towels – To avoid running out of paper towels in kitchen areas, which experience high usage, additional paper towel stock shall be placed in kitchen cabinets.

VII. CONTRACTOR EMPLOYEE REQUIREMENTS

A. Primary Contact – Contractor shall designate a person that will be the primary single point of contact for all janitorial service-related issues. Contractor shall make efforts to respond within 30 minutes of any call being made by MTD as it may be related to emergency services.

B. Hiring Standards – Contractor is expected to implement comprehensive hiring and screening standards. At a minimum, Contractor shall impose the following hiring standards for any Contractor employee performing any services under this SOW:

- Legal right to work in the United States
- Ability to speak, understand, read and write English
- Positive work and personal references for ability and character
- No convictions of unsuitable offenses (e.g., grand theft, burglary, etc.) determined by criminal background check for all felony and misdemeanor convictions

C. Dress & Identification – At all times while on MTD property, Contractor employees shall:

- Wear a company uniform or shirt and photo ID badge identifying them as Contractor employee
- Be appropriately and safely dressed (e.g., no sandals, “tank tops,” or shirt graphics in bad taste)

D. Code of Conduct – Contractor employees shall conduct themselves in a professional manner at all times on MTD property. MTD retains the right to prohibit an employee from the site for reasonable cause. MTD is a Drug and Alcohol Free workplace. Any unlawful manufacture, distribution, dispensing, possessing, or using a controlled substance in and on MTD property by Contractor employees is prohibited. In addition, all information encountered during the performance of janitorial services must be treated as strictly confidential. Contractor may encounter sensitive work documents and data left out on desks or on electronic devices which touching, reading, or moving is strictly forbidden.

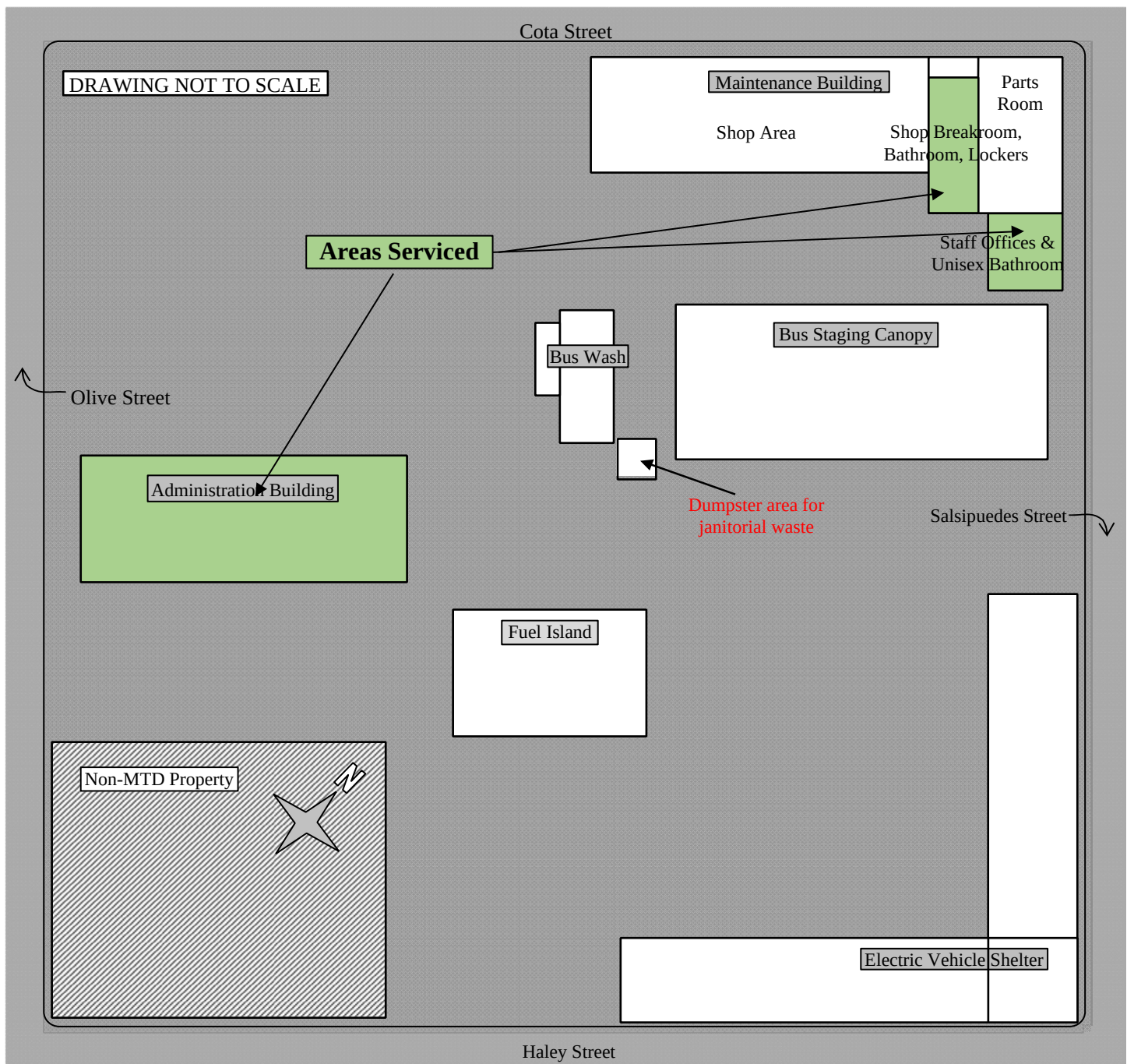
E. Accessibility & Security – Contractor and its employees shall follow practices that ensure the security and safety of MTD facilities, equipment and personnel.

- Keys – Contractor primary contact shall be issued three copies of all necessary keys. During the term of this agreement, MTD may also opt to install and provide key fobs and/or key cards. The following standards apply to MTD keys, fobs and/or key cards (collectively “keys”):
 - Contractor shall never make copies of MTD keys. MTD will supply any additions or replacements.
 - Lost, misplaced, or stolen keys shall be reported to MTD. Exterior door key losses shall be reported immediately; for other keys, MTD shall be informed no later than the following business day.
 - Keys shall be kept secure and not available to persons other than those issued to.
 - Contractor shall maintain a detailed recordkeeping system for tracking and issuing keys.
- T2 Goleta Gate Access – Property is accessed by a secure gate. Either a code will be provided to Contractor, or Contractor will agree to provide MTD with Contractor company vehicle license plate numbers for License Plate Reader (LPR) access.
- Alarms – MTD will discuss security alarm issues with and provide necessary security alarm access codes to Contractor prior to implementation of janitorial services provided under this SOW.
- Other Issues – Contractor and relevant employees shall follow or be aware of the following:
 - All doors shall be closed and locked after completing janitorial services. Contractor employees shall verify that all exterior doors are closed and locked before leaving the site.
 - Contractor employees shall not provide access or entry to any locked building or room to anyone, including MTD employees, other than Contractor employees performing janitorial services.

End of Statement of Work Text (Also See Appendices A-E Attached)

Appendix A

T1 Olive Terminal Site Plan

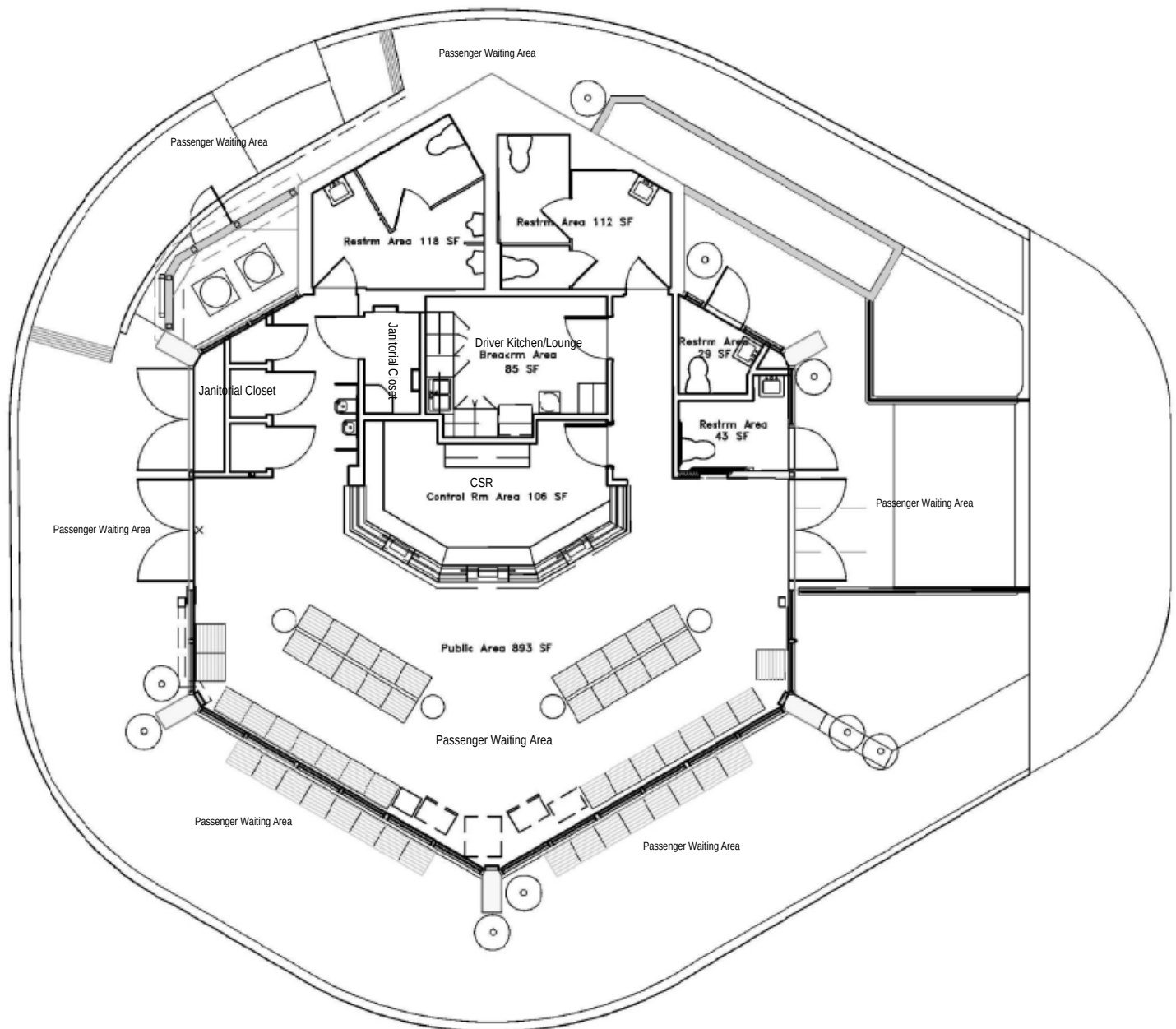


T1 Olive Terminal Schedule	AM	PM	WEEKENDS
Office Staff Areas*		6 PM -11 PM	
Patio		6 PM -11 PM	Yes
Driver & Maintenance Areas -Offices		6 PM -11 PM	
Driver & Maintenance Areas - Kitchens/Lounges/Lobbies		8 PM -11 PM	Yes
Driver & Maintenance Area Restrooms	11 AM -1 PM	8 PM -11 PM	Yes
Fare Collection Room (as-needed, upon request)	11 AM -1 PM		

* Service in office areas is on non-holiday weekdays; office holidays are New Year's Day, Martin Luther King Day, President's Day, Memorial Day, the 4th of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day.

Appendix B

Transit Center



Transit Center Schedule	AM	PM	WEEKENDS
Exterior (including bus stops)		8 PM -11 PM	Yes
CSR and Passenger Waiting Areas		8 PM -11 PM	Yes
High Touch Surfaces and All Restrooms	9:30 AM -10:30 AM	3 PM -4 PM & 8 PM -11 PM	10 AM -11 AM, 2 PM -3 PM, & 8 PM -11 PM

Appendix C

Janitorial Task & Frequency Schedule

T1 AND TC LOCATIONS	Daily*	Weekly	Monthly
Dispose of all debris & trash on floors	X		
Empty & reline wastebaskets and exterior trash receptacles	X		
Dust mop or vacuum then damp-mop, disinfect & deodorize non-carpeted floors	X		
Vacuum carpeted floors, mats & runners	X		
Spot clean interior walls, doors, partitions & carpets, including in stairwells	X		
Fully clean door glass	X		
Restock paper towels, toilet paper, seat covers, hand soap & hand sanitizer	X		
Dust horizontal surfaces of furniture, cabinets & countertops	X		
Wipe down exterior furniture including tables, seats & benches	X		
Clean & disinfect restroom toilets, urinals, basins, fixtures & mirrors	X		
Clean & disinfect toilet stall partitions & tile walls		X	
Clean restroom doors including frame & hardware		X	
Clean all interior wall partition glass including bulletin boards up to 9'		X	
Dust window & partition sills		X	
Vacuum upholstered furniture			X
Clean & disinfect all "high-touch" surfaces**	X		
Clean graffiti from walls, ceiling, stalls, fixtures, etc.	X		
Clean, disinfect & polish stainless steel & anodized fixtures, including drinking fountains	X		
Clean & disinfect kitchen, breakroom and meeting room sinks and countertops	X		
Clean and wipe down kitchen, breakroom and meeting room microwave & refrigerator		X	
T1 OLIVE TERMINAL ONLY TASKS			
Clean & disinfect shower floors, walls, curtains & fixtures		X	
Clean, disinfect & polish complete elevator		X	
Fare Collection Room dust/mop (as needed and by permission from occupants only)			X
Clean & disinfect Operations Department locker doors exterior surfaces	X		
TRANSIT CENTER ONLY TASKS			
Clean both sides of clear acrylic partition surrounding the CSR area— as needed	X		
Dry cloth, no chemical dust of high-touch areas on vending and change machines— as needed	X		
Dry cloth, no chemical light dust of interior overhead monitors; dust exterior light fixtures		X	
Deep clean and seal interior passenger waiting area tile floor			X

* Non-holiday weekdays only for office areas & restrooms (office holidays are New Year's Day, Martin Luther King Day, President's Day, Memorial Day, the 4th of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day). Every day of the week for areas used by the public, drivers and mechanics (all but Thanksgiving and Christmas days).

** "High-touch" surfaces include but are not limited to table tops, countertops, doorknobs (and surrounding area), handles, buttons, railings, faucets, sink areas, drinking fountains, hand sanitation stations, and interior and exterior shared-use chairs and benches.

Appendix D

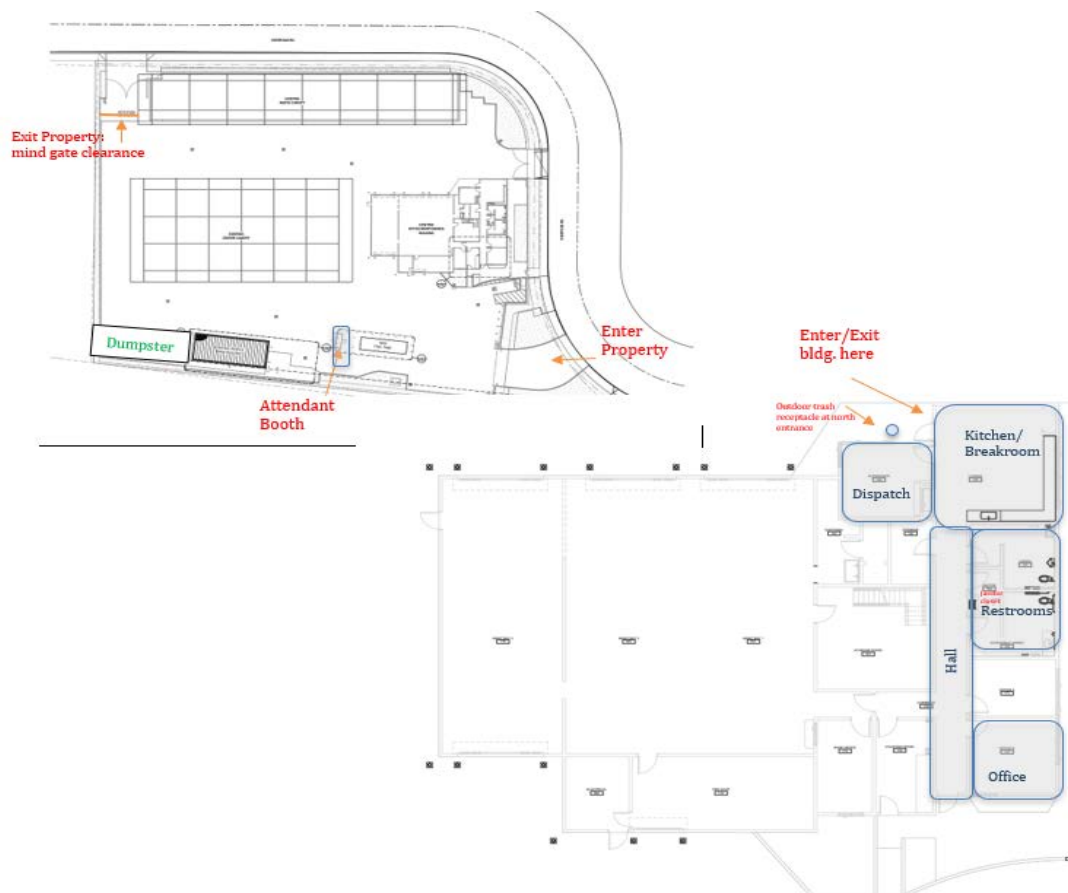
Special Request Janitorial Tasks

TASK
Shampoo or deep clean carpets
Clean inside of exterior wall windows
Clean non-ceiling light fixtures & sconces
Vacuum or clean blinds & curtains
Shampoo & extract dirt from all upholstered chairs
Strip, seal, wax &/or polish tile/concrete/stairway floors
Clean & disinfect kitchen refrigerators
Clean & disinfect trash & recycling housings & receptacles
Buff floor tile
Deep clean tile grout
Biohazard Remediation (cleanup/disinfection)

Appendix E

Terminal 2 “On-Call” Tasks and Site Plan

Task Category	Task Description
Kitchen/Food Service Area	Clean, disinfect, and wipe down all kitchen surfaces and appliances. (Sinks, countertops, microwave, and refrigerator exterior).
Restrooms & Hygiene	Comprehensive Restroom Service: Clean, disinfect, and polish all fixtures, basins, mirrors, toilets/urinals, and restock all paper goods and soap/sanitizer.
Trash & Debris Removal	Collect and dispose of all interior debris, empty, and reline all wastebaskets and exterior trash receptacles. <u>This includes the Attendant Booth.</u>
Flooring	Floor Maintenance: Vacuum mats, and runners. Dust mop, damp-mop, disinfect, and deodorize all non-carpeted floors. <u>This includes the Attendant Booth.</u>
Surface/Detail Cleaning	Dust all horizontal surfaces (furniture, cabinets, sills, and areas subject to cobwebs).
Glass & Partitions	Clean interior glass, including bulletin boards (up to 9' height).
Exterior	Exterior Maintenance: Wipe down exterior furniture (tables, seats, benches).
Damage Report/Cleanup	Report and clean graffiti/damage from walls, ceiling, stalls, fixtures, etc. <u>This includes the Attendant Booth.</u>





Invitation for Bids
for
Janitorial Services

Attachment 3
MTD Master Agreement

July 20, 2026

Contact:

Valerie White
Purchasing Agent
Santa Barbara Metropolitan Transit District
805.963.3364 x244
550 Olive Street
Santa Barbara CA 93101
vwhite@sbmtd.gov
purchasing@sbmtd.gov
www.sbmtd.gov

Santa Barbara Metropolitan Transit District

Janitorial Services

MASTER AGREEMENT with [CONTRACTOR NAME]

THIS AGREEMENT is entered into by and between Santa Barbara Metropolitan Transit District, an incorporated transit district under Sections 95000, et seq. of the California Public Utilities Code ("MTD"), and [insert contractor name], a [insert state name] [insert business type] ("Contractor"), at Santa Barbara, California, as of the later date set forth below the signatures executing this Agreement.

WHEREAS:

- A. MTD desires to engage Contractor for **daily professional janitorial services for a one-year base term with up to four additional one-year option periods** (the "Project");
- B. Contractor represents that it has the knowledge and experience to carry out the Project, and desires to carry out the Project pursuant to the terms and conditions hereof, and;
- C. Based upon the representations made by Contractor, MTD desires to retain the services of Contractor to carry out the aforesaid Project, upon the within terms and conditions.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

- 1. Effect of Recitals. The foregoing recitals are hereby made express provisions of this Agreement.
- 2. FTA Provisions. The Project is funded in part by the Federal Transit Administration of the U.S. Department of Transportation and, as such, this Agreement is subject to the terms and conditions contained in *Federal Transit Administration: Contract Provisions* which is attached hereto as Exhibit "A" and incorporated herein by this reference.
- 3. Public Works Provisions. Not applicable to this agreement.
- 4. Statement of Work. MTD has heretofore issued on **July 20, 2026** the statement of work contained in the Invitation for Bids (IFB) for **Janitorial Services**, a true copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference.
- 5. Bid. Contractor has heretofore submitted on [insert date] a bid to carry out the Project, true copies of relevant parts that are attached hereto as Exhibit "C" and incorporated herein by this reference.
- 6. Order of Control. Contractor shall carry out the Project described in Exhibit "B" to this Agreement for the price quoted in Exhibit "C". All work and services shall be performed according to and controlled by the terms and provisions of this Agreement and the exhibits attached hereto. In the event of any conflict between the contract documents, the following order of control shall prevail: MTD Master Agreement, Exhibit "A", Exhibit "B", Exhibit "C".
- 7. Contract Price. Contractor shall carry out the Project for the fixed contract prices identified in and in accordance with Exhibit "C".
- 8. Payment. Contractor shall submit invoice to MTD upon completion of the Project. Payment from MTD shall be made to Contractor no later than thirty (30) days after acceptance by MTD (see paragraph 15) and receipt of a valid invoice, which shall be sent to Accounts Payable at Santa Barbara MTD, Attn: AP@sbmtd.gov
- 9. Taxes. MTD is exempt from the payment of Federal Excise and Transportation taxes. Unless specified otherwise in the Agreement, MTD is subject to applicable California Sales Tax for Santa Barbara County which shall have been included in the Contractor's bid price and shall be included on the Contractor's invoice.
- 10. Project Schedule. **The initial base term of this Agreement shall be for a period of one (1) year. The formal performance period of the Project shall commence upon the date specified in a written Notice to Proceed (NTP). MTD will issue the NTP within forty-five (45) calendar days following the full execution of the Agreement signed by both the Contractor and MTD. The Contractor shall not begin performance, nor bill MTD for any services, prior**

to the official start date designated in the NTP. MTD retains the right to extend the term of this Agreement for up to four (4) additional, consecutive one-year option periods MTD may exercise each annual one-year option period by providing the Contractor with a formal written notice of its intent within forty-five (45) calendar days of the expiration of the then-current contract term.

11. Delivery & Freight. Unless specified otherwise in the statement of work, any item provided under this Agreement shall be delivered FOB Santa Barbara to 550 Olive Street, Santa Barbara, CA 93101. Any Project freight and delivery charges shall have been already included in the Contractor's bid price and shall not be paid otherwise by MTD.

12. Title & Risk of Loss. The Contractor shall have title to and bear the risk of any loss of or damage to any item provided hereunder until delivered and, if applicable pursuant to this Agreement or standard industry practice, installed or otherwise set up for usage. Upon such delivery and applicable installation and setup, title shall pass from the Contractor to MTD, and the Contractor's responsibility for loss or damage shall cease, except for loss or damage resulting from the Contractor's negligence. Such passing of title shall not constitute acceptance of an item by MTD. The Contractor shall further warrant that the title to any item provided hereunder is free from all claims, encumbrances and liens.

13. Damages. All losses or damages arising from any unforeseen circumstances, either natural or artificial, which may be encountered by the Contractor during the performance of the Project under this Agreement shall be sustained solely by the Contractor. This provision shall also apply to losses or damages resulting from any act or omission not authorized by this Agreement on the part of the Contractor or any agent or person employed by the Contractor.

14. Defective, Damaged or Noncompliant Work. Any items, services, work or systems acquired pursuant to this Agreement found to be defective, damaged or non-compliant with the statement of work at the time of delivery or installation shall be replaced by the Contractor without additional cost to MTD. If the Contractor should fail to promptly comply with any order to replace or repair any defective items, services, work or systems, MTD shall have the authority to deduct the cost of such replacement or repair from any compensation due or to become due to the Contractor. Nothing in this section shall limit or restrict any warranty provisions of this Agreement or any exhibits hereto.

15. Acceptance. All items, services, work or systems to be furnished by the Contractor pursuant to this Agreement shall be subject to acceptance by MTD. MTD shall inspect such deliverables to determine acceptability no later than ten (10) calendar days after said deliverables are received and, if applicable under the Agreement or standard industry practice, installed or otherwise set up for usage. Acceptance shall occur when it is determined by MTD that all items, services, work or systems provided pursuant to this Agreement are in compliance with the statement of work or any other applicable contract documents. Upon acceptance, formal notification thereof shall be made by MTD via notice to the Contractor.

16. Warranty. The Contractor shall warrant to MTD that all services and work performed under this Contract shall strictly conform to the requirements of the statement of work and shall be executed in a professional, safe, and legal manner in accordance with required industry standards. If any service performed is found to be deficient, non-conforming, or defective, MTD will notify the Contractor, and the Contractor shall—at its sole risk and expense—promptly correct, re-clean, or re-perform the service to MTD's satisfaction within twenty-four (24) hours of notification. If the Contractor fails to correct the deficiency within this timeframe, or if the nature of the deficiency requires immediate resolution, MTD may, at its option: (1) Clean or correct the deficiency using MTD staff or an alternative vendor, and deduct the full cost of such remediation from the Contractor's monthly payment; or (2) Require an equitable reduction in the contract price or a refund of payments made for the substandard work. Acceptance of services by MTD, or payment therefor, shall not relieve the Contractor of its warranty obligations.

17. Changes. Any changes or modifications to this Agreement must be in writing, and agreed to by both parties.

18. Insurance.

a. Contractor's Insurance Representations to MTD.

i. It is expressly understood and agreed that the insurance coverages required herein:

A. represent MTD's minimum requirements and are not to be construed to void or limit Contractor's indemnity obligations as contained in this Agreement nor represent in any manner a determination of the insurance coverages Contractor should or should not maintain for its own protection; and

B. are being, or have been, obtained by Contractor in support of Contractor's liability and indemnity obligations under this Agreement. Irrespective of the requirements as to insurance to be carried as provided for herein, the insolvency, bankruptcy, or failure of any insurance company carrying insurance of Contractor, or the failure of any insurance company to pay claims accruing, shall not be held to affect, negate, or waive any of the provisions of this Agreement.

C. shall be required of all subcontractors. Contractor shall ensure that all subcontractors, at all tiers, maintain the same insurance coverages and limits required of the Contractor under this Agreement. Contractor shall be responsible for any and all gaps in subcontractor insurance coverage and for any failure by a subcontractor to comply with these requirements.

ii. Failure to obtain and maintain the required insurance shall constitute a material breach of, and default under this Contract. If Contractor shall fail to remedy such breach within five (5) business days after written notice by MTD, Contractor will be liable for any and all costs, liabilities, damages and penalties resulting to MTD from such breach, unless a written waiver of the specific insurance requirement(s) is provided to Contractor by MTD. In the event of any failure to Contractor to comply with the provisions of this portion of the Agreement, MTD may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to Contractor, purchase such insurance, at Contractor's expense, provided that MTD shall have no obligation to do so and if MTD shall do so, Contractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

b. Conditions Affecting All Insurance Required Herein.

i. Cost of Insurance. All insurance coverage shall be provided at Contractor's sole expense.

ii. Maintenance of Insurance. All insurance coverage shall be maintained in effect with limits not less than those set forth below at all times during the term of this Agreement.

iii. Status and Rating of Insurance Company. All insurance coverage shall be written through insurance companies admitted to do business in California and with a Best's Financial Strength Rating of A- or better, as shown in the on-line version of Best's Rating & Criteria Center.

iv. Restrictive, Limiting, or Exclusionary Endorsements. All insurance coverage shall be provided to Contractor Parties in compliance with the requirements herein and shall contain no endorsements that restrict, limit, or exclude coverage in any manner without the prior express written approval of MTD.

v. Limits of Liability. The limits of liability may be provided by a single policy of insurance or by a combination of primary and umbrella policies, but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required herein.

vi. Notice of Cancellation, Nonrenewal, or Material Reduction in Coverage. In the event of cancellation, nonrenewal, or material reduction in coverage affecting the certificate holder, thirty (30) days prior written notice shall be given to the certificate holder by certified mail, return receipt requested, except in the event of cancellation for nonpayment, in which event fifteen (15) days prior written notice shall be given. If insurer will not include in its coverage such written notifications, it shall be incumbent upon Contractor to comply with such written notification requirements.

vii. Additional Insured Status. Additional insured status shall be provided in favor of MTD and its officers, employees and agents, including consultants, on all liability insurance required herein except workers' compensation/employer's liability and the certificate of insurance shall reflect same. Such additional insured coverage shall be primary to and shall seek no contribution from all insurance available to MTD, with MTD's insurance being excess, secondary, and noncontributing.

viii. Waiver of Subrogation. All insurance coverage carried by Contractor required herein shall provide a waiver of subrogation in favor of MTD for all loss covered by such insurance, and Contractor waives all rights of action against MTD for such loss.

- ix. Primary Liability. All insurance coverage required herein shall be primary to and shall seek no contribution from all insurance available to MTD, with MTD's insurance being excess, secondary, and noncontributing. Where necessary, coverage shall be endorsed to provide such primary liability, and the certificate of insurance shall reflect same.
- x. Deductible/Retention. All insurance required for this project shall have a maximum deductible or self-insured retention of \$10,000 per policy.
- xi. Claims Against Aggregate. MTD must be notified in writing by Contractor at MTD's address set forth herein immediately upon knowledge of possible claims against Contractor that might cause a reduction below seventy-five (75%) of any aggregate limit of any primary policy.
- c. Commercial General Liability Insurance.
- i. Coverage. Such insurance shall cover liability arising out of all locations and operations of Contractor, including but not limited to liability assumed under this Agreement (including the tort liability of another assumed in a business contract). Defense shall be provided as an additional benefit and not included within the limit of liability.
 - ii. Form. Commercial General Liability Occurrence form, at least as broad as an unmodified ISO CG 00 01 10 93 or its equivalent.
 - iii. Amount of Insurance. Coverage shall be provided with limits of not less than:

A. Each Occurrence Limit	\$1,000,000
B. General Aggregate Limit	\$2,000,000
C. Product-Completed Operations Aggregate Limit	\$2,000,000
D. Personal and Advertising Injury Limits	\$1,000,000
E. Fire Damage (any one fire)	\$50,000
F. Medical Expense (any one person)	\$5,000
 - iv. Required Endorsements.
 - A. Additional Insured status as required in 18(b)(vii), above.
 - B. Notice of Cancellation, Nonrenewal, or Material Reduction in Coverage, as required in 18(b)(vi), above.
 - C. Personal Injury Liability: The personal injury contractual liability exclusion shall be deleted.
 - D. Primary Liability, as required in 18(b)(ix), above.
 - E. Waiver of Subrogation, as required in 18(b)(viii), above.
- d. Auto Liability Insurance.
- i. Coverage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned).
 - ii. Form. Business Auto Form (at least as broad as an unmodified ISO CA 0001 or its equivalent).
 - iii. Amount of Insurance. Coverage shall be provided with a limit of not less than \$1,000,000, combined single limit.
 - iv. Required Endorsements.
 - A. Additional Insured status as required in 18(b)(vii), above.
 - B. Notice of Cancellation, Nonrenewal, or Material Reduction in Coverage, as required in 18(b)(vi), above.
 - C. Waiver of Subrogation, as required in 18(b)(viii), above.
- e. Workers' Compensation/Employer's Liability Insurance.
- i. Coverage. Such insurance shall cover liability arising out of Contractor's employment of workers and anyone for whom Contractor may be liable for workers' compensation claims. Workers' compensation insurance is required, and no "alternative" forms of insurance shall be permitted.
 - ii. Amount of Insurance. Coverage shall be provided with a limit of not less than:

- A. Workers' Compensation: Statutory limits
- B. Employer's Liability: \$1,000,000 each accident and disease.

iii. Required Endorsements.

- A. Notice of Cancellation, Nonrenewal, or Material Reduction in Coverage, as required in 18(b)(vi), above.
- B. Waiver of Subrogation, as required in 18(b)(viii), above.

f. Other Insurance. MTD shall have the right, exercisable in its sole judgment at any time by giving prior written notice thereof to Contractor, to require Contractor to increase the limit and coverage amount of any insurance Contractor is required to maintain pursuant to this Agreement to an amount that MTD may, in its sole judgment, deem reasonably sufficient; and purchase other insurance and/or endorsement in such amounts or types as MTD may reasonably require from time to time.

19. Bonding. Not applicable to this agreement.

20. Termination. For applicable terms, refer to Paragraph 21 (Termination) in *Federal Transit Administration: Contract Provisions* which is attached hereto as Exhibit "A".

21. Liquidated Damages. Not applicable to this agreement.

22. Infringement of Patents. Not applicable to this agreement.

23. Rights in Data. Not applicable to this agreement.

24. Indemnification. The Contractor shall, to the extent permitted by law protect, indemnify, defend, and hold MTD and its officers, employees and agents, including consultants, harmless from and against any and all liabilities, damages, claims, demands, liens, encumbrances, judgments, awards, losses, costs, expenses, and suits or actions or proceedings, including reasonable expenses, costs and attorneys' fees incurred by MTD and its officers, employees and agents, including consultants, in the defense, settlement or satisfaction thereof, for any injury, death, loss or damage to persons or property of any kind whatsoever, arising out of, or resulting from, the acts, errors or omissions of the Contractor, including acts, errors or omissions of its officers, employees, servants, agents, subcontractors and suppliers; and upon receipt of notice and if given authority, shall settle at its own expense or undertake at its own expense the defense of any such suit, action or proceeding, including appeals, against the MTD and its officers, employees and agents, including consultants, relating to such injury, death, loss or damage. Each party shall promptly notify the other in writing of the notice or assertion of any claim, demand, lien, encumbrance, judgment, award, suit, action or other proceeding hereunder. The Contractor shall have sole charge and direction of the defense of such suit, action or proceeding. The MTD shall not make any admission which might be materially prejudicial to the Contractor unless the Contractor has failed to take over the conduct of any negotiations or defense within a reasonable time after receipt of the notice and authority above provided. The MTD shall at the request of the Contractor furnish to the Contractor all reasonable assistance that may be necessary for the purpose of defending such suit, action or proceeding, and shall be repaid all reasonable costs incurred in doing so. The MTD shall have the right to be represented therein by advisory counsel of its own selection at its own expense. The obligations of the Contractor under this clause shall not extend to circumstances where the injury, or death, or damages is caused solely by the negligent acts, errors or omissions of the MTD, its officers, employees, agents or consultants, including negligence in the preparation of the Contract documents, or the giving of directions or instructions with respect to the requirements of the Contract by written order.

25. Notice. Notices in connection with this Agreement shall be made in writing and may be delivered either personally, by governmental postal service (regular, certified or registered), by private delivery service, or by email. Receipt shall be deemed to have occurred when actually made to the party or its designated agent. Such notices shall be properly addressed to the intended party as follows:

MTD:

Jerry Estrada, General Manager
Santa Barbara Metropolitan Transit District
550 Olive Street
Santa Barbara, CA 93101
Email: jestrada@sbmtd.gov

CONTRACTOR:

[insert authorized official name & title]
[insert contractor name]
[insert contractor street address]
[insert contractor city, state & zip]
[insert contractor email]

26. Attorney Fees and Costs. In the event of a controversy (including, but not limited to arbitration or an criminal or civil filing in a Federal Court or a court of any of the United States) between the parties with respect to the enforcement or interpretation of this Agreement, the prevailing party in such controversy shall be entitled to receive, in addition to such other award as the court may deem appropriate, full reimbursement for its court costs and reasonable attorney fees incurred therein.

27. Negation of Partnership. This Agreement creates a relationship between two independent contractors and does not, nor may it be interpreted to, create the relationship of joint venturers, partners, employee/employer, or any other business relationship.

28. No Assignment. This Agreement is not assignable by either party, and any attempt by either party to assign its obligations hereunder shall be void ab initio at the election of the other party, which election may be made by written notice within ten (10) days of the non-assigning party's receipt of actual knowledge of such attempted assignment. Notwithstanding the foregoing, however, at the election of the other party, the obligations and burdens of a party shall bind and apply to any permitted successor in interest or assignee of the business and/or operations of a party.

29. Partial Invalidity. In the event that any portion of this Agreement or any provision hereof shall be deemed as invalid as contrary to applicable law, the balance of this Agreement shall be enforced according to its term, and that portion found unenforceable shall be interpreted and enforced to the extent that it may be within said applicable laws.

30. Disputes. This Agreement shall be construed and all disputes arising therefrom shall be settled in accordance with the laws of the State of California. Venue for any dispute arising under this Agreement shall be in Santa Barbara, California. Any controversy or claim arising out of or relating to this Agreement shall be resolved by binding arbitration before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then pertaining (available at www.adr.org), except where those rules conflict with this provision, in which case this provision controls. Any court with jurisdiction shall enforce this clause and enter judgment on any award. The arbitrator shall be selected within twenty business days from commencement of the arbitration from the AAA's National Roster of Arbitrators pursuant to agreement or through selection procedures administered by the AAA. Within 45 days of initiation of arbitration, the Parties shall reach agreement upon and thereafter follow procedures, including reasonable limits on discovery, assuring that the arbitration will be concluded and the award rendered within no more than eight months from selection of the arbitrator or, failing agreement, procedures meeting such time limits will be designed by the AAA and adhered to by the Parties. The arbitration shall be held in Santa Barbara, California and the arbitrator shall apply the substantive law of California, except that the interpretation and enforcement of this arbitration provision shall be governed by the Federal Arbitration Act. Prior to commencement of arbitration, emergency relief is available from any court to avoid irreparable harm. THE ARBITRATOR SHALL NOT AWARD EITHER PARTY PUNITIVE, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES. Prior to commencement of arbitration, however, the Parties must attempt to mediate their dispute using a professional mediator from AAA, the CPR Institute for Dispute Resolution, or like organization selected by agreement or, absent agreement, through selection procedures administered by the AAA. Within a period of 45 days after the request for mediation, the Parties agree to convene with the mediator, with business representatives present, for at least one session to attempt to resolve the matter. In no event will mediation delay commencement of the arbitration for more than 45 days absent agreement of the Parties or interfere with the availability of emergency relief.

31. Prohibited Interest. The parties hereto covenant and agree that to their knowledge no board member, officer, or employee of MTD, during his/her tenure or for one year thereafter, has any interest, whether contractual, non contractual, financial or otherwise, in this transaction, or in the business of a contracting party other than MTD. If

any such interest comes to the knowledge of either party at any time, a full and complete disclosure of all such information will be made in writing to the other parties, even if such interest would not be considered a conflict of interest under Article 4, Chapter 1, Divisions 4 and 4.5, Title I of the Government Code of the State of California.

32. Compliance with Laws and Regulations. Contractor shall warrant that in the performance of work under contract to MTD that they shall comply with all applicable federal, state and local laws and ordinances, and all lawful orders, rules, and regulations thereunder.

33. Audit and Inspection of Records. The Contractor shall agree that all materials supplied and services performed under the Project, facilities used in connection therewith, and records and documentation thereunto appertaining shall be subject to inspection, test, or audit by duly authorized representatives of MTD and the State of California. The Contractor agrees to maintain all required records relating to the Project for at least three years after MTD makes final payment and all other pending matters are closed.

34. Anti-Discrimination. For applicable terms, refer to Paragraph 24 (Civil Rights Requirements) in *Federal Transit Administration: Contract Provisions* which is attached hereto as Exhibit "A".

35. Entire Agreement. This Agreement and its attached exhibits constitute the entire agreement between the parties and shall be deemed to supersede and cancel any and all previous representations, understandings, or agreements between MTD and Contractor as to the subject matter hereof. This Agreement may only be amended by an instrument in writing signed by the parties.

36. No Waiver. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect that party's right to enforce such provisions, nor shall the waiver by either party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision.

37. Counterparts & Email. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The parties agree that a scanned and emailed signature may substitute for and have the same legal effect as the original signature.

38. Qualifications. Contractor or Contractor's representative (Contractor) certifies that Contractor is qualified to do business and is in good standing in the State of California, and that Contractor has authority to enter into and perform its obligations under this Agreement, which constitutes a valid and binding obligation of Contractor.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed.

SANTA BARBARA MTD

[CONTRACTOR]

[NAME], General Manager

[insert authorized official name & title]

Date

Date



Invitation for Bids
for
Janitorial Services

Attachment 4
Federal Transit Administration (FTA) Contract Provisions

July 20, 2026

Contact:

Valerie White
Purchasing Agent
Santa Barbara Metropolitan Transit District
805.963.3364 x244
550 Olive Street
Santa Barbara CA 93101
vwhite@sbmtd.gov
purchasing@sbmtd.gov
www.sbmtd.gov

FEDERAL TRANSIT ADMINISTRATION CONTRACT PROVISIONS

Janitorial Services & Contractor Name

TABLE OF CONTENTS

1.	Fly America Requirements (Not applicable to this agreement)	1
2.	Buy America Requirements (Not applicable to this agreement)	1
3.	Charter Bus & School Bus Requirements (Not applicable to this agreement)	1
4.	Cargo Preference Requirements (Not applicable to this agreement)	1
5.	Seismic Safety Requirements (Not applicable to this agreement).....	1
6.	Energy Conservation Requirements	1
7.	Clean Air Act and Federal Water Pollution Control Act	1
8.	Bus Testing (Not applicable to this agreement)	1
9.	Pre-Award & Post-Delivery Audit (Not applicable to this agreement).....	1
10.	Lobbying	1
11.	Access to Records & Reports.....	2
12.	Federal Changes.....	2
13.	Bonding Requirements (Not applicable to this agreement)	3
14.	[Reserved].....	3
15.	Solid Waste Disposal Act (Recycled Products).....	3
16.	Davis-Bacon & Copeland Anti-Kickback Acts (Not applicable to this agreement)	3
17.	Contract Work Hours & Safety Standards Act (Not applicable to this agreement)	3
18.	Access Requirements (Not applicable to this agreement)	3
19.	No Government Obligations to Third Parties	3
20.	Program Fraud & False or Fraudulent Statements & Related Acts	3
21.	Termination	4
22.	Government-Wide Debarment & Suspension	4
23.	Privacy Act (Not applicable to this agreement)	5
24.	Civil Rights Requirements	5
25.	Breaches & Dispute Resolution	5
26.	Patent & Rights in Data (Not applicable to this agreement)	6
27.	Transit Employee Protective Agreements (Not applicable to this agreement).....	6
28.	Disadvantaged Business Enterprise (DBE)	6
29.	Notification of Legal Matters to the FTA.....	6
30.	Incorporation of Federal Transit Administration (FTA) Terms	7
31.	Drug & Alcohol Testing (Not applicable to this agreement).....	7
32.	Intelligent Transportation System (ITS) (Not applicable to this agreement)	7
33.	Build America, Buy America Act (Not applicable to this agreement)	7
34.	Telecommunications and Video Surveillance Services or Equipment.....	7
35.	Safe Operation of Motor Vehicles.....	7

- 1. FLY AMERICA REQUIREMENTS (NOT APPLICABLE TO THIS AGREEMENT)**
- 2. BUY AMERICA REQUIREMENTS (NOT APPLICABLE TO THIS AGREEMENT)**
- 3. CHARTER BUS & SCHOOL BUS REQUIREMENTS (NOT APPLICABLE TO THIS AGREEMENT)**
- 4. CARGO PREFERENCE REQUIREMENTS (NOT APPLICABLE TO THIS AGREEMENT)**
- 5. SEISMIC SAFETY REQUIREMENTS (NOT APPLICABLE TO THIS AGREEMENT)**
- 6. ENERGY CONSERVATION REQUIREMENTS**

The Contractor agrees to comply with mandatory energy standards and policies of the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321, et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 CFR Part 622, subpart C. The Contractor agrees to include the requirements of this section in all subcontracts at any tier for the performance of work under this contract.

7. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 – 7671q) and Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 – 1388. Violations must be reported to the FTA and the Regional Office of the Environmental Protection Agency (EPA). The Contractor also agrees to include these requirements in each subcontract at any tier exceeding \$150,000 for the performance of work under this contract.

8. BUS TESTING (NOT APPLICABLE TO THIS AGREEMENT)

9. PRE-AWARD & POST-DELIVERY AUDIT REQUIREMENTS (NOT APPLICABLE TO THIS AGREEMENT)

10. LOBBYING

Pursuant to Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification.

The Contractor certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (b) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(c) The Contractor shall require that the language of this certification be included in the award documents for all subawards exceeding \$100,000 at all tiers (including subcontracts, subgrants, and contracts under

grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. [Such disclosures are forwarded from tier to tier up to MTD.]

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.] Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure.

[Note: The Contractor shall have previously submitted to MTD a separately signed Lobbying Certification containing the above language for itself and any subcontracts exceeding \$100,000 as a condition of contract award.]

11. ACCESS TO RECORDS & REPORTS

(a) Access to Records: The Contractor agrees to provide MTD, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed; otherwise comply with 49 U.S.C. § 5325(g), and federal access to records requirements as set forth in the applicable U.S. DOT Common Rules.

(b) Access to Site: The Contractor agrees to permit the FTA to have access to the sites of performance of the contract and any Amendments thereto, and to make site visits as needed in compliance with the U.S. DOT Common Rules.

(c) Retention: The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until MTD, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11). Closeout of the contract does not alter the record retention or access requirements of this section.

(d) The Contractor assures that each subcontractor, if any, at each tier, will agree to provide sufficient access to inspect and audit records and information, including such records and information MTD or Contractor may regard as confidential or proprietary related to this contract and any Amendments thereto, to the U.S. Secretary of Transportation or the Secretary's duly authorized representatives, to the Comptroller General of the United States, and the Comptroller General's duly authorized representatives, and to the Contractor and MTD.

12. FEDERAL CHANGES

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between MTD and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract. Applicable changes to those federal requirements will apply to each subcontract at any tier for the performance of work under this contract.

13. BONDING REQUIREMENTS (NOT APPLICABLE TO THIS AGREEMENT)**14. [RESERVED]****15. SOLID WASTE DISPOSAL ACT (RECYCLED PRODUCTS)**

The Contractor agrees to comply with all the requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

The requirements include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 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.

Contractor should to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy..

16. DAVIS-BACON & COPELAND ANTI-KICKBACK ACTS (NOT APPLICABLE TO THIS AGREEMENT)**17. CONTRACT WORK HOURS & SAFETY STANDARDS ACT (NOT APPLICABLE TO THIS AGREEMENT)****18. ACCESS REQUIREMENTS (NOT APPLICABLE TO THIS AGREEMENT)****19. NO GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

(a) MTD and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to MTD, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(b) The Contractor agrees to include the requirements of this section in all subcontracts at any tier for the performance of work financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

20. PROGRAM FRAUD & FALSE OR FRAUDULENT STATEMENTS & RELATED ACTS

a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Chapter 38 and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. Chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

21. TERMINATION

(a) Termination for Convenience: MTD, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, MTD shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

(b) Termination for Default

(1) If the Contractor fails to perform the services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, MTD may terminate this contract for default. MTD shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

(2) If this contract is terminated while the Contractor has possession of MTD goods, the Contractor shall, upon direction of MTD, protect and preserve the goods until surrendered to MTD or its agent. The Contractor and MTD shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

(3) If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of parties shall be the same as if the termination had been issued for the convenience of MTD.

(c) Opportunity to Cure: MTD in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to MTD's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from MTD setting forth the nature of said breach or default, MTD shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude MTD from also pursuing all available remedies against Contractor and its sureties for said breach or default.

(d) Waiver of Remedies for any Breach: In the event that MTD elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by MTD shall not limit MTD's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

22. GOVERNMENT-WIDE DEBARMENT & SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by MTD. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to MTD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or

proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

23. PRIVACY ACT (NOT APPLICABLE TO THIS AGREEMENT)

24. CIVIL RIGHTS REQUIREMENTS

(a) Nondiscrimination: In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex (including sexual orientation), disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(b) Equal Employment Opportunity: The following equal employment opportunity requirements apply to the underlying contract:

(1) Race, Color, Religion, Sex, Sexual Orientation, or National Origin: In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed based upon merit, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(2) Age: In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) Disabilities: In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

25. BREACHES & DISPUTE RESOLUTION

Paragraph 30 of the *MTD Master Agreement* regarding disputes shall be deemed satisfactory to meet the federal requirements for dispute resolution. The Contractor agrees to include the requirements of said Paragraph 30 in all subcontracts.

26. PATENT & RIGHTS IN DATA (NOT APPLICABLE TO THIS AGREEMENT)**27. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS (NOT APPLICABLE TO THIS AGREEMENT)****28. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

(a) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. MTD's overall goal for DBE participation is posted at <https://sbmtd.gov/about/doing-business/>. **A separate contract goal has not been established for this procurement.**

(b) The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as MTD deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

(c) The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

(d) The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the MTD. In addition, the Contractor may not hold retainage from its subcontractors.

(e) Contractor must promptly notify MTD whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of MTD.

29. NOTIFICATION OF LEGAL MATTERS TO THE FTA

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify the FTA Chief Counsel and FTA Region 9 Chief Counsel.

(a) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(b) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award funding this Agreement and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(c) The Contractor must promptly notify the U.S. DOT Inspector General in addition to the FTA Region 9 Chief Counsel if the Contractor has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Contractor.

(d) The Contractor agrees to include this clause in each subcontract and any lower tier subcontracts financed in whole or in part with Federal assistance provided by the FTA under this Agreement.

30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the most recent version of FTA Circular 4220.1, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any MTD requests which would cause MTD to be in violation of the FTA terms and conditions. The Contractor agrees to include the requirements of this section in all subcontracts.

31. DRUG & ALCOHOL TESTING (NOT APPLICABLE TO THIS AGREEMENT)**32. INTELLIGENT TRANSPORTATION SYSTEM (ITS) (NOT APPLICABLE TO THIS AGREEMENT)****33. BUILD AMERICA, BUY AMERICA ACT (NOT APPLICABLE TO THIS AGREEMENT)****34. TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

The prohibition on certain telecommunications and video surveillance services or equipment applies to all federally funded third-party contracts. MTD is prohibited from using federal funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

35. SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use: The Contractor agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and (2) Including a "Seat Belt Use" provision in each third-party agreement related to this Contract.

Distracted Driving, Including Text Messaging While Driving: The Contractor agrees to implement (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and (3) The following U.S. DOT Special Provision

pertaining to Distracted Driving:

- (i) Safety. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award;
- (ii) Recipient Size. The Contractor agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and
- (iii) Extension of Provision. The Contractor agrees to include a Distracted Driving, Including Text Messaging While Driving in its third-party agreements, and encourage its third-party participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.