

Invitation for Bids for Uniform, Floor Mat & Commercial Laundry

PROJECT SUMMARY SHEET

Solicitation Issuance Date: Friday, September 25, 2026

Project Description: The Santa Barbara Metropolitan Transit District (MTD), a California special district public transit operator, is requesting bids from qualified vendors for the timely pickup and delivery of, both rented and MTD-owned, uniforms, floor mats, shop rags and other linens for laundry service.

Project Location(s): MTD Business Offices & Facility: 550 Olive Street, Santa Barbara, CA 93101
MTD Transit Center: 1020 Chapala Street, Santa Barbara, CA 93101

Non-mandatory Job Walk: Wednesday, October 7, 2026, at 9:00 AM (PDT)

Clarification & Change Request Deadline: Wednesday, October 14, 2026, at 10:00 AM (PDT)

Bid Due Date/Time: **Wednesday, October 21, 2026, at 10:00 AM (PDT)**

Bid Due Location: MTD Administrative Offices: 550 Olive Street, Santa Barbara, CA 93101
(bids opened in 1st floor auditorium just inside building entrance)

Bid Contents: Transmittal Letter; Price Bid Form; Acknowledgement of Addenda; Bidder Information; References, Suppliers & Subcontractors; Lobbying Certification; Noncollusion Declaration and Compensation Certification.

Type of Solicitation: Sealed invitation for bids with award to low responsive, responsible Bidder

Contract Award Date: Tuesday, November 17, 2026 (anticipated)

Contract Term: Three years, plus one two-year option

Type of Contract: Fixed fee, per item

Solicitation Contact: Valerie White, Purchasing Agent, (805) 883-4244, purchasing@sbmtd.gov

Other Requirements: Subject to Federal Transit Administration Contract Provisions



Invitation for Bids
for
Uniform, Floor Mat & Commercial Laundry

September 25, 2026

Contact:

Valerie White, Purchasing Agent
Santa Barbara Metropolitan Transit District
550 Olive Street, Santa Barbara, CA 93101
(805) 963-3364, extension 244
vwhite@sbmtd.gov
purchasing@sbmtd.gov

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT
Invitation for Bids for Uniform, Floor Mat & Commercial Laundry
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Attachment 1: MTD Price Bid Workbook – Excel File

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Attachment 5: Federal Transit Administration Contract Provisions

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

Invitation for Bids for Uniform, Floor Mat & Commercial Laundry

SOLICITATION INSTRUCTIONS

1. PROJECT DESCRIPTION

The Santa Barbara Metropolitan Transit District (MTD), a California special district public transit operator, intends to contract with a qualified vendor for laundry service of uniform, floor mats, shop rags, and other linens that may be rented or MTD-owned. Details of the requirements are contained in the attached Scope of Services.

2. PRE-BID SUBMITTAL ACTIVITIES

2.1 BID PACKET CONTENTS

The invitation for bids (IFB) packet shall be posted and made available on MTD's website <https://sbmtd.gov/about/doing-business/> and also 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**—must be fully completed and returned with bid submittal
- **Scope of Services**—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 Contract Provisions**—the federal requirements for projects funded in whole or in part by the United States Department of Transportation (USDOT)'s Federal Transit Administration (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.

2.2 JOB WALK

Optional Job Walk Wednesday, October 7, 2026, at 9:00 AM

MTD is offering one opportunity to interested parties to review our facilities and inspect the current MTD uniforms on Wednesday, October 7, 2026, starting at 9:00 AM, at the Santa Barbara MTD Administrative Building, 550 Olive Street, Santa Barbara, CA 93101 (Olive Terminal). The meeting will start in the downstairs auditorium and will proceed with a guided tour of the project areas at this Olive Terminal facility and then proceed to the Transit Center at 1020 Chapala Street, Santa Barbara, CA 93101. Everyone must provide for their own transportation. Attendance is not mandatory; this is an optional job walk. However, this will be the only opportunity for Bidders to examine the site with MTD personnel.

2.3 COMMUNICATIONS, REQUESTS & CLARIFICATIONS

Requests for Change and Questions Due Wednesday, October 14, 2026, at 10:00 AM PDT

Up until Wednesday, October 14, 2026, at 10:00 AM (local time) Bidders may request clarification, request a change or an approved equal, to any aspect or requirement of the IFB or any addenda thereto by emailing the Purchasing Agent at purchasing@sbmtd.gov.

Requests for changes 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 a detailed explanation 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.

2.4 IFB MODIFICATIONS & 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.

Addenda shall be posted to the MTD website at <https://sbmtd.gov/about/doing-business/> and concurrently sent via email to those parties that have expressed an interest in the IFB 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.

3. BID PREPARATION & SUBMITTAL

Bids Due Wednesday, October 21, 2026, at 10:00 AM PDT

3.1 BID CONTENTS

The Bidder's submittal shall include two types of information: Bidder-prepared documents and Bidder-completed MTD forms. Failure to include the following paperwork fully completed and signed documents may render the bid nonresponsive resulting in its rejection.

Bids should be submitted and organized in the order listed below.

- ☐ Letter of Transmittal
- ☐ Price Bid Workbook
- ☐ Price Bid
- ☐ Acknowledgement of Addenda
- ☐ Bidder Information
- ☐ References, Suppliers & Subcontractors
- ☐ Non-Collusion Declaration and Compensation Certification
- ☐ Lobbying Certification

3.2 BIDDER-PREPARED DOCUMENTS

- ☐ **Letter of Transmittal** – Letter shall be signed by a company official authorized to bind the Bidder contractually and shall certify the Bidder to the following:
 - Its interest and willingness to enter into a contract with MTD to carry out the project work as described in the attached Scope of Services.
 - Its willingness to accept the contract terms and conditions included in the MTD Master Agreement and the FTA Contract Provisions.
 - Its ability and willingness to obtain insurance meeting the requirements indicated in paragraph 18 of the MTD Master Agreement.
 - It possesses the experience and sufficient staffing and other resources to perform the project work in a timely and efficient manner. This commitment should include:
 - A brief description of the Bidder's company history and the services provided reflecting **a minimum of five years of experience**.
 - **A proposed Project Manager who shall be MTD's primary point of contact**. This person shall be responsible for the quality, timeliness, and accurate reporting of the potential services described in the Scope of Services.

3.3 MTD FORMS

- ☐ **Price Bid Workbook** – Bid shall include the fully completed and signed *Price Bid Workbook*. The *Price Bid Workbook* is an Excel File. **Complete, print, and sign all three pages of this Excel file.**



MTD PRICE BID
WORKBOOK.xlsx

The contract pricing shall be based on the firm fixed prices in the highlighted cells in the Price Bid Workbook, rows 28-81, columns D-F; and the allowable not to exceed escalation amount in cell H85

All compensation must be identified in the workbook and all services to be rendered under the terms of the contract must be on a "fixed fee" basis per item. Fee shall include all of Bidder's costs including but not limited to any delivery fees, material, labor, licenses, permits, and taxes. The prices are not subject to adjustment based on actual costs incurred during performance.

Unit prices must be filled out even if the evaluation quantity is listed as zero. For bid comparison purposes and to determine the lowest bidder, unit prices will be multiplied by the designated sample quantities on the form. The workbook is meant to assist Bidders in multiplying their unit price by the sample quantity for each line item, sum those totals, and calculate the Total "Contract Year 1 BID" evaluated price. This price shall also represent Year 2 and Year 3.

To account for anticipated inflation, Cost of Living Adjustments (COLA), or Consumer Price Index (CPI) changes over a potential option period of Year 4 and Year 5, Bidders must provide a not to exceed percent (%) increase in contract prices. If a Bidder does not desire a price increase, after the base term, they should mark 0%.

Failure to include the fully completed, printed and signed Price Bid Workbook will render the bid non-responsive and it will be rejected. If revised Price Bid Workbooks are 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.

- ☐ **Price Bid**– Bid shall include the fully completed and signed Price Bid form included in this IFB packet representing the Bidder's offer under the terms of the contract. Transfer final totals from Rows 91–97 in column F of the Price Bid Workbook directly onto this sheet, sign, and date it. The quantities and calculated totals are placed for bid evaluation purposes only and are not a minimum or maximum guarantee of MTD's needs.

The total 5-year cumulative amount transferred from the Price Bid Workbook, cell F97, in the Price Bid form, 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 the fully completed and signed Acknowledgement of Addenda form included in this IFB.
- ☐ **Bidder Information** – Submittal shall include the fully completed Bidder Information form included in this IFB packet.
- ☐ **References, Suppliers & Subcontractors** – Submittal shall include the fully completed References, Suppliers & Subcontractors form. At least **three work references** shall include projects similar to that described in the Scope of Services to the extent feasible. Public agency organizational references should be provided whenever possible. Please be certain to list contact information that is accurate and current.
- ☐ **Non-Collusion Declaration and Compensation Certification** – Submittal shall include the fully completed and signed Non-Collusion Declaration and Compensation Certification form. The declaration and certification are required on the basis of the usage of California state funding for the project.
- ☐ **Lobbying Certification** – Submittal shall include the fully completed and signed Lobbying Certification form which is required when the project is federally funded with a contract amount exceeding \$100,000.

3.4 BID SUBMITTAL

One original hard copy 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 "IFB – Uniform Services."

Sealed bids shall be addressed and delivered to MTD:

Santa Barbara Metropolitan Transit District
IFB – Uniform Services
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 First Floor Auditorium.

Bids will only be accepted until 10:00 AM (local time) on Wednesday, October 21, 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.

3.5 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 First Floor Auditorium 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).

3.6 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 email 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.

3.7 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 90 calendar days.

4. REVIEW & AWARD

4.1 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.

4.2 RESPONSIVENESS

MTD shall examine the low bid 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.

4.3 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 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. Bidder may be required to submit, for MTD's approval, samples of the following items: one (1) short-sleeved shirt, one (1) long-sleeved shirt, one (1) pants, and other items. 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.

4.4 SINGLE BID ANALYSIS

If only one bid is received in response to this solicitation, a price analysis of the bid may be required to determine if the price is fair and reasonable. Any such analyses do not obligate MTD to accept such a single bid.

4.5 CONTRACT AWARD

If considered in MTD's best interest, the MTD General Manager shall recommend to the MTD Board of Directors that a contract be awarded to the responsive and responsible Bidder with the lowest bid. It is anticipated that such recommendation shall be considered by the Board of Directors at its

regular meeting of Tuesday, November 17, 2026. If approved, MTD shall issue a “Notification of Contingent Award” which indicates MTD’s intent to award a contract once the required insurance documents are received.

4.6 CONTRACT EXECUTION

The contract will be executed upon receipt of required certificates of insurance which must be received within seven (7) calendar days of the Notification of Contingent Award. Contractor shall have its insurance broker/agent provide MTD with the certificates as only documents from a licensed insurance professional will be accepted. The contract will include the MTD Master Agreement, the FTA Terms and Conditions, the Scope of Services, and relevant portions of the Bid.

4.7 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

MTD maintains a overall DBE triennial goal of 1.82% for it’s federally funded contracts; this is to be achieved through race-neutral measures (with no contract goal). Still, while there is no specific 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>.

4.8 OPTION PROVISIONS

The option for one two-year contract extension may be exercised if mutually agreed to by MTD and Bidder. To exercise the option, MTD shall request the contract extension three months prior to the termination of the existing contract.

4.9 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 1-5)



Invitation for Bids
for
Uniform, Floor Mat & Commercial Laundry

Attachment 1
Price Bid Workbook

September 25, 2026

Click the workbook icon or request file from Purchasing Agent.



MTD PRICE BID
WORKBOOK.xlsx

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



Invitation for Bids
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Attachment 2
Forms & Certifications

September 25, 2026

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

Invitation for Bids for Uniform, Floor Mat & Commercial Laundry

PRICE BID FORM

Please utilize *Price Bid Workbook* to calculate the *Price Bid form* entry.



MTD PRICE BID
WORKBOOK.xlsx

Bidders must complete, print and sign all pages of the *Price Bid Workbook* and include in Bid submittal. The *Price Bid Workbook* consists of one tab, 3 pages. Enter the calculated Price Bid below.

Contract Year One Bid As calculated on <i>Price Bid Workbook</i> Cell F91	\$
Contract Year Two Bid As calculated on <i>Price Bid Workbook</i> Cell F92	\$
Contract Year Three Bid As calculated on <i>Price Bid Workbook</i> Cell F93	\$
Option Year Four Bid As calculated on <i>Price Bid Workbook</i> Cell F94	\$
Option Year Five Bid As calculated on <i>Price Bid Workbook</i> Cell F95	\$
BID 5 Year Contract (Three Year Base, plus One Two-Year Option) As calculated on <i>Price Bid Workbook</i> Cell F97	\$

The Bidder hereby represents and warrants that:

1. It has sufficiently informed itself in all matters affecting the performance of the work, or the furnishing of the labor, services, supplies, deliveries, materials, or equipment called for in carrying out the project.
2. It has reviewed the contract documents including the *MTD Master Agreement*, the *Federal Transit Administration Contract Provisions*, and the *Scope of Services*, and agrees to the terms and conditions thereof.
3. 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.
4. 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.
5. Its bid, including this Price Bid, is valid for 90 days following the bid due date and time.
6. 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.
7. MTD's potential contract award, if any is made, will be to the lowest responsive and responsible Bidder, submitting contract pricing for a three-year base term and a two-year option, based on the quantities established for evaluation purposes.
8. It understands that the quantities listed in this Price Bid Workbook and calculated totals on the Price Bid form are for bid evaluation purposes only, and MTD does not guarantee any minimum or maximum amount of actual work, orders, or service(s) under the contract.
9. 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

September 25, 2026

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT
Invitation for Bids for Uniform, Floor Mat & Commercial Laundry
ACKNOWLEDGEMENT OF ADDENDA

The undersigned acknowledges the Bidder's receipt of the following addenda to this IFB 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 on the MTD website at <http://www.sbmtd.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)

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT
Invitation for Bids for Uniform, Floor Mat & Commercial Laundry
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 (primary contact during project implementation)

Name: _____ Title: _____

Location: ☐ HQ ☐ Local Office ☐ Other: _____

Telephone: _____ Cell: _____ E-Mail: _____

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT
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REFERENCES, SUPPLIERS & SUBCONTRACTORS

Business Name of Bidder: _____

Credit References

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

Bank or Vendor Name: _____ Contact Name: _____

Contact Phone: _____ Contact E-Mail: _____

Vendor Name: _____ Contact Name: _____

Contact Phone: _____ Contact E-Mail: _____

Work References

Include three recent clients for which you have provided **similar services** to the project work:

Client Name: _____ Contact Name: _____

Contact Phone: _____ Contact E-Mail: _____

Client Name: _____ Contact Name: _____

Contact Phone: _____ Contact E-Mail: _____

Client Name: _____ Contact Name: _____

Contact Phone: _____ Contact E-Mail: _____

Suppliers & Subcontractors

Provide the following information for **significant** suppliers or subcontractors to be used in the project:

Firm Name: _____ Contact Name: _____

Contact Phone: _____ Contact E-Mail: _____

Description of Work: _____

Firm Name: _____ Contact Name: _____

Contact Phone: _____ Contact E-Mail: _____

Description of Work: _____

Firm Name: _____ Contact Name: _____

Contact Phone: _____ Contact E-Mail: _____

Description of Work: _____

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT
Invitation for Bids for Uniform, Floor Mat & Commercial Laundry
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)

September 25, 2026

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT
Invitation for Bids for Uniform, Floor Mat & Commercial Laundry
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

September 25, 2026



Invitation for Bids
for
Uniform, Floor Mat & Commercial Laundry

Attachment 3
Scope of Services

September 25, 2026

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

Invitation for Bids for Uniform, Floor Mat & Commercial Laundry

SCOPE OF SERVICES

I. BACKGROUND

Santa Barbara Metropolitan Transit District (MTD) mechanics and maintenance crews require quality, industrial-grade rental and laundry services for the uniforms, jackets, coveralls, and shop towels. Some employees may opt to purchase uniforms by specific brands such as *Dickies*, *AC Delco*, *Red Kap*, and Contractor shall be responsible for the laundry service. Additionally, non-slip floormats and mops for MTD's buildings are part of the service need.

MTD operates seven days per week and requires 52 weeks of service per year. Due to the nature of the mechanical and maintenance work involved, the employees will require changing uniforms daily. The laundry service shall supply, maintain, and launder an adequate supply of uniforms and other items to provide at minimum one clean uniform per employee, per day.

MTD shall furnish employees' names, sizes, and the colors at time of the contract award. The acceptance of any size, quantity, and uniform color are subject to MTD approval.

The quantity of work to be performed and materials to be furnished identified in the Invitation for Bids (IFB) are approximations only, being provided as a basis from historical activity and/or for the comparison of bids. MTD does not guarantee that the actual amounts required will correspond with those shown. MTD may increase or decrease the amount of any item or portion of work to be performed or materials to be furnished, or MTD may omit any item or portion of work.

II. LOCATIONS

The locations requiring service includes:

Olive Terminal	Transit Center
550 Olive Street	1020 Chapala Street
Santa Barbara, CA 93101	Santa Barbara, CA 93101

Olive Terminal: There are two key departments/locations at the Olive Terminal site.

- Maintenance Building: 25 employees each requiring 11 sets of uniforms, mats, towels, mops, coveralls, lab coats.
- Administration Building: two employees each requiring 11 sets of uniforms and mats.

Transit Center: This one building/location requires mats.

During the term of this contract additional locations and additional services may be added, including:

Goleta Terminal - anticipating mats, shop towels, and mops
5353 Overpass Road
Goleta, CA 93111

III. UNIFORM QUALITY

Uniforms furnished at the beginning of the contract shall be new. Due to the nature of the business uniforms become stained and soiled from everyday normal wear and tear. MTD expects the Contractor to maintain the uniforms in acceptable, clean and safe condition.

Uniforms shall be made of polyester/cotton blend fabrics. Poly/cotton with 5% or less spandex shall be accepted if it provides greater durability and quality. Uniforms shall be made available in both men and women sizes. The mechanic shop work pants, with pockets, shall be navy. The mechanic shop work shirt fabric color shall be two-toned (light /dark) with a high visibility reflective striping in short and long sleeves. The Contractor shall supply sets of coveralls for at least three employees and one lab coat weekly. Name patches shall be affixed on shirts and coveralls above the right breast pocket.

Following the initial delivery of new uniforms, each employee shall have the opportunity to secure size adjustments to make certain his/her personal requirements are being met. During the term of this contract, if rented uniforms do not fit properly they shall be replaced at no charge to MTD.

IV. FLOOR MATS AND OTHER ITEMS

Contractor shall provide dust mops, shop towels and floor mats weekly and may add items during the term of this contract to Olive Terminal, Transit Center or other MTD sites.

V. LAUNDRY SERVICE

Laundry service shall launder or otherwise clean uniforms and other items in the best commercial fashion.

Contractor shall launder rented and purchased/owned uniforms. Clean uniforms shall be delivered weekly on hangers, pressed, wrinkle-free and ready to wear. Any uniform delivered otherwise will be rejected and no rental or laundering fee paid. Contractor shall replace garments not properly washed or pressed wrinkle-free within two working days. Garment lockers shall be provided by the Contractor to store clean, tagged uniforms and arranged in a manner to quickly identify uniform assignments.

Garment bins shall be provided by the Contractor to collect soiled uniforms. MTD employees shall turn in worn uniforms. Contractor shall return the same number of laundered uniforms as were turned in by each employee (*ideally each employee shall turn in 5 worn uniforms weekly*).

The service shall repair damaged or worn rented uniforms to maintain a "like new" professional appearance. MTD shall not accept unclean, torn, badly faded, or damaged uniforms. MTD shall not be subject to any additional charges for garment replaced for normal wear and tear, faded, size exchange, extra-long tails, and abnormal sizes. Items no longer usable due to normal wear and tear or excessive shrinkage during laundering shall be replaced by the laundry service. Contractor shall

accept that “normal wear and tear” is defined as garments that have become faded or discolored, small holes and/or stains or oil spots caused by normal work-related activities.

Contractor shall understand and agree that repairs which are made to a uniform must be professional. Repairs can only be made to a uniform's seam with the same color thread of the garment or with transparent thread. All repairs must be completed within seven days of submission to the Contractor.

Shop towels shall only be subject to a cleaning charge. MTD will only accept replacement charges for missing shop rags. Oily or stained rags will not be considered damaged or be subject to replacement charges.

VI. PICK UP & DELIVERY

MTD and the Contractor shall mutually agree upon a consistent, weekly pick-up and delivery schedule. The laundry service shall pick up soiled laundry and deliver clean laundry to designated points within MTD's Olive Terminal and at other MTD sites. The laundry service includes weekly picking up of soiled floor mats, and replacement with clean floor mats to the designated points within MTD's Olive Terminal and at other MTD sites.

Contractor shall complete an itemized list of the rental and MTD-owned uniform items and quantity being picked up for laundering. Contractor shall then submit a copy of the itemized list to the unit for reconciliation when the clean garments are returned. Contractor shall correct any discrepancy (missing items, damaged items, garments not properly washed, etc.) within seven days and issue a revised itemized list of reconciliation.

VII. SERVICE CHANGES/CANCELLATIONS

MTD may cancel service for any employee(s) at any time without a monetary penalty being imposed by the Contractor. Upon cancellation, all uniforms shall be turned in to the Contractor

MTD reserves the right to add employees at any time during the term of the contract. New employees shall be supplied with appropriate uniforms within a reasonable time period after verbal notification to the Contractor by MTD. Contractor must supply new uniforms to new employees. There shall be no initial fee to add employees and the weekly service rates will be as stated in the Contractor's Bid.

VIII. LOST/DAMAGED ITEMS

MTD understands and agrees that all rental items remain the property of the Contractor. In the event that a uniform or item is damaged in a situation other than normal wear and tear, MTD accepts the fact that a damage charge will be assessed. Loss/damage charges are to be charged at the unit as stated in the Contractor's Bid. Contractor shall identify the employee responsible for any loss/damage and identify the date said loss occurred. Notification to MTD of any losses must be made in a timely manner to provide an opportunity for MTD to identify problem areas and to provide corrective action.

IX. POINT OF CONTACT

Any requests by MTD for additional uniform items, replacement items, change in size, etc. needs to be made to Contractor by MTD's Designated Supervisor. The Designated Supervisor's contact information and available work hours shall be provided to the Contractor at time of contract award. Individual employees may not make any uniform or service requests directly to Contractor; MTD will not pay for these charges.

Contractor shall provide MTD's Designated Supervisor with a Project Manager/Primary Point of Contact. The Contractor's Project Manager shall be available to answer service questions and contact with additions of new employees and deletions of terminating employees. Contractor's point of contact shall respond to MTD's calls within one Contractor business day; and fulfill MTD service or equipment requests within two Contractor business days.

X. ACCOUNTING

All work performed shall be completed in a competent manner according to standard practices of the industry. Contractor shall accurately track inventory of rented and MTD-owned items submitted for laundry, repair, or replacement. Contractor shall have a laundering charge separate from the rental charge. MTD will only pay to launder items that are submitted for cleaning each week.

Weekly inventory and invoices shall clearly identify each item's location and department, and should be sorted and organized by location and department so MTD may track each location and department's expense. The invoice shall include the names of employees, employee unit name, the number, and type of uniforms rented and laundered, or the number and type of MTD-owned items laundered and all associated costs.

End of Scope of Services Text



Invitation for Bids
for
Uniform, Floor Mat & Commercial Laundry

Attachment 4
Master Agreement

September 25, 2026

Santa Barbara Metropolitan Transit District
Invitation for Bids for Uniform, Floor Mat & Commercial Laundry

MASTER AGREEMENT with [CONTRACTOR]

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 the timely pickup and delivery of both rented and MTD-owned, uniforms, floor mats, shop rags and other linens for laundry service for a three-year base term plus one two-year option (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. Scope of Services. MTD has heretofore issued on September 25, 2026, the scope of services contained in the Invitation for Bids (IFB) for Uniform, Floor Mat & Commercial Laundry, 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. [modify clause if multiple proposals, BAFO, etc. submitted]
- 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". [modify order & add or delete exhibits as needed]
- 7. Contract Price. Contractor shall carry out the Project for the fixed prices which is in accordance with Exhibit "C". [if pricing is more complicated, may be necessary to modify language and/or refer to bid or proposal pricing documents or exhibits]
- 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: Santa Barbara MTD, 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 and shall be included on the Contractor's invoice.

10. **Project Schedule.** The base term of this Agreement shall be for a period of three (3) years, commencing on the date specified in a written Notice to Proceed (NTP) issued by MTD. All unit prices, fees, and rates submitted by the Contractor and accepted by MTD shall remain firmly fixed and locked for the entirety of the three-year base term, as detailed in Exhibit C (Price Schedule). No price adjustments, surcharges, or unlisted fees shall be permitted during this period. MTD retains the right to extend this Agreement for one (1) additional two-year option period. Pricing during the two-year option period shall be governed by the maximum, not-to-exceed escalation percentage specified in the price schedule in Exhibit C.

11. **Delivery & Freight.** Unless specified otherwise in the scope of services, 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 scope of services 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 scope of services or any other applicable contract documents. Upon acceptance, formal notification thereof shall be made by MTD via notice to the Contractor.

16. **Warranty.** Contractor warrants to MTD that all garments, floor mats, and commercial laundry services provided under this Contract shall strictly conform to contract requirements. All work shall be executed in a professional, safe, and competent manner in accordance with required textile and laundry industry standards. Contractor explicitly warrants that all delivered uniforms will arrive clean, pressed, and wrinkle-free. If any items or services are found to be deficient, stained, non-conforming, or defective, Contractor shall—at its sole risk and expense—re-clean, correct, or replace the substandard items to MTD's satisfaction subject to the following timelines: Garment Corrections: Improperly washed or wrinkled uniforms must be corrected and redelivered within two (2) working days of MTD notification; Garment Repairs: Structural uniform damage, tears, or broken seams must be professionally repaired and returned within seven (7) calendar days; and Discrepancy Reconciliations: Deliveries with missing items or inventory count errors must be corrected with a revised itemized list within seven (7) calendar days. If the Contractor fails to resolve a deficiency within these specified timeframes, MTD may, at its option: (1) Reject the delivery and withhold all associated rental and laundering fees for the non-conforming items; (2) Procure replacement items or services from an alternative vendor and deduct the full cost of such remediation from the Contractor's monthly payment; or (3) Require an equitable reduction in the contract price or a refund of payments

made for the substandard work. Acceptance of garments and 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]

Jerry Estrada, General Manager

[insert authorized official name & title]

Date

Date



Invitation for Bids
for
Uniform, Floor Mat & Commercial Laundry

Attachment 5
Federal Transit Administration (FTA) Contract Provisions

September 25, 2026

FEDERAL TRANSIT ADMINISTRATION CONTRACT PROVISIONS

Uniform, Floor Mat & Commercial Laundry & Contractor Name

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- 1. FLY AMERICA REQUIREMENTS (NOT APPLICABLE TO THIS AGREEMENT)**
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- 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.