SANTA BARBARA MTD
550 Olive Street
Santa Barbara, CA 93101
805.963.3364
sbmtd.gov

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT
Invitation for Bids for Uniform, Floor Mat & Commercial Laundry
Addendum Number 1 – Issued October 14, 2026

The Santa Barbara Metropolitan Transit District (MTD) issues this Addendum No. 1 to its Invitation for Bids for Uniform, Floor Mat & Commercial Laundry (IFB) issued on September 9, 2026. This addendum addresses clarifications and formal questions (Q) submitted by Bidders with an official MTD response (R). This Addendum also includes an updated MTD Price Bid Workbook (Excel File). This updated workbook version must be utilized and submitted to calculate the bid price entered on the formal Price Bid Form. Failure to use the **MTD Price Bid Workbook- Addendum 1** may render the bid non-responsive and result in its rejection.

This addendum is hereby fully incorporated into and made a part of the IFB. Except as expressly modified by this addendum, all other terms, conditions, and specifications of the IFB remain completely unchanged.

To participate in this Invitation for Bids (IFB) solicitation, Bidders must accept the Santa Barbara Metropolitan Transit District's (MTD) Master Agreement exactly as written without taking any exceptions.

Sealed bids will be received at MTD, 550 Olive Street, Santa Barbara, CA 93101 until **Wednesday, October 21, 2026, at 10:00 AM (local time)**, when bids will be publicly opened and read aloud.

Q1: If our service model is a combined fee for rent and launder, do I need to find a way to separate it to fill in a price in column D and E?

R1: No. If your service model provides a combined price per item per week, you are not required to separate the fees. To ensure evaluation consistency, please enter the combined weekly price strictly under the Rent column (Column D), as outlined in the Workbook Instructions tab.

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
			Base Contract Pricing Years 1,2&3 Bid Fixed Fee, Per Item				Bid Calculation/ Bid Evaluation (Representing Weekly Needs)										
List	Location	Item Description	Rent	Launder	Replace		Weekly Quantity	Rent		Launder		Cost		Replacement Quantity	Replace		BID
Rags/Towels/Mops	MB	Towel – Shop Towel, Dyed					600	$ -		$ -		$ -		36	$ -		$ -
	MB	Towel – Bar Mop (approx. 15x19)					300	$ -		$ -		$ -		9	$ -		$ -
	MB	Towel – "Windshield" (approx. 15x26)					300	$ -		$ -		$ -		36	$ -		$ -
	MB	Towel – Microfiber, yellow (approx. 15x16)					50	$ -		$ -		$ -		0	$ -		$ -
	MB	Shop Towel Rolls for hand-drying (large - approx. 11")					6	$ -		$ -		$ -		0	$ -		$ -
	MB	Dust Mop – Medium					6	$ -		$ -		$ -		0	$ -		$ -
	MB	Wet Mop – Large					50	$ -		$ -		$ -		0	$ -		$ -
Mats, Rugs, Scrapers	MB	Mat – Gray tone, Scraper (Medium, approx. 3x4)					1	$ -		$ -		$ -		0	$ -		$ -
	MB	Mat – Black (Medium, approx. 3x4)					4	$ -		$ -		$ -		0	$ -		$ -
	MB	Mat – Black (Large, approx. 4x6)					1	$ -		$ -		$ -		0	$ -		$ -
	MB	Mat – Black (Runner, approx. 3x10)					2	$ -		$ -		$ -		0	$ -		$ -
	AD	Mat – Green tone, (Medium, approx. 3x4)					2	$ -		$ -		$ -		0	$ -		$ -
	AD	Mat – Green tone, (Runner, approx. 3x10)					2	$ -		$ -		$ -		0	$ -		$ -
	AD	Mat – Brown tone, Honeycomb/Drainage Small approx. 3x4)					7	$ -		$ -		$ -		0	$ -		$ -
	AD	Mat – Brown tone, Honeycomb/Drainage (Medium, approx. 4x6)					1	$ -		$ -		$ -		0	$ -		$ -
	AD	Mat – Grey tone, "Anti-Fatigue" Rubber (Small, approx. 3x4)					2	$ -		$ -		$ -		0	$ -		$ -
	AD	Mat – Grey tone, "Anti-Fatigue" Rubber (Medium, approx. 3x10)					1	$ -		$ -		$ -		0	$ -		$ -
	TC	Mat – Dark/Navy, Honeycomb/Drainage (Medium, approx. 4x6)					2	$ -		$ -		$ -		0	$ -		$ -
	ALL	Mat – MTD-Owned, Multi-color (Medium, approx. 3x4)					0	$ -		$ -		$ -		0	$ -		$ -
	ALL	Mat – MTD-Owned, Multi-color (Runner, approx. 3x10)					0	$ -		$ -		$ -		0	$ -		$ -

Q2: The Replace fees for items placed in column F, when multiplied by the Replacement Quantities in column O, is making our bid total come out much higher than we anticipate MTD's weekly invoices to reflect.

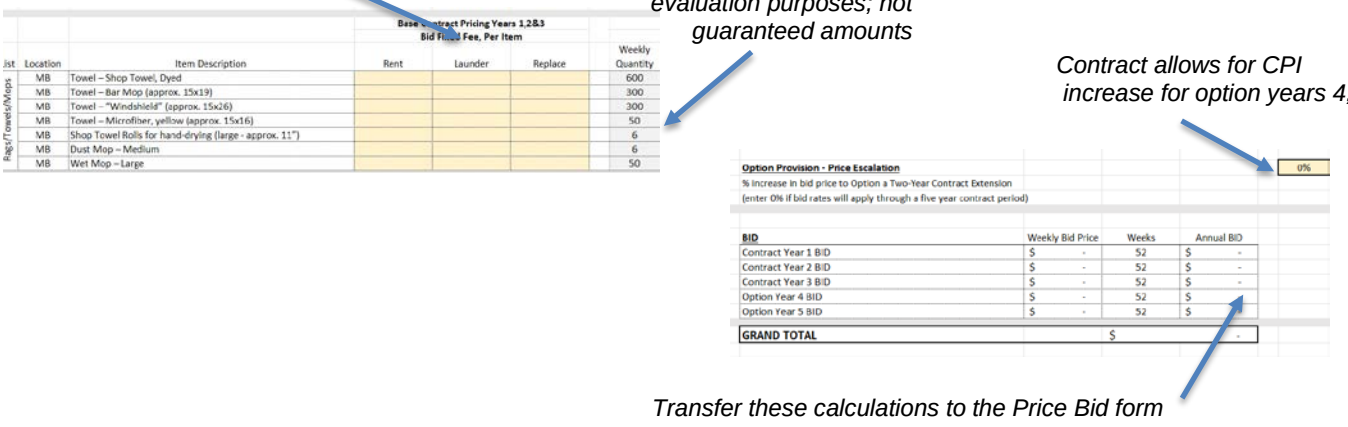
R2: The quantities and replacement factors established in columns H and O are determined by historical estimates and MTD's potential needs throughout the contract period. They are utilized strictly to establish a consistent, transparent basis for competitive bid evaluation and comparison. While actual weekly invoices will fluctuate based on real-time usage and necessity, all Bidders are evaluated against these identical quantities to ensure fairness.

The bid totals calculated in the MTD Price Bid Workbook are not an actual representation of the weekly or annual work; **the bid totals are for evaluation and comparison purposes only**.

Contract will use these yellow columns as contract rates

Example quantities for bid evaluation purposes; not guaranteed amounts

Contract allows for CPI increase for option years 4, 5



	Location	Item Description	Rent	Launder	Replace	Weekly Quantity
Rags/Towels/Mops	MB	Towel – Shop Towel, Dyed				600
	MB	Towel – Bar Mop (approx. 15x19)				300
	MB	Towel – "Windshield" (approx. 15x26)				300
	MB	Towel – Microfiber, yellow (approx. 15x16)				50
	MB	Shop Towel Rolls for hand-drying (large - approx. 11")				6
	MB	Dust Mop – Medium				6
	MB	Wet Mop – Large				50

Base Contract Pricing Years 1,2&3
Bid Fixed Fee, Per Item

Option Provision - Price Escalation	0%
% Increase in bid price to Option a Two-Year Contract Extension	
(enter 0% if bid rates will apply through a five year contract period)	

BID	Weekly Bid Price	Weeks	Annual BID
Contract Year 1 BID	$ -	52	$ -
Contract Year 2 BID	$ -	52	$ -
Contract Year 3 BID	$ -	52	$ -
Option Year 4 BID	$ -	52	$ -
Option Year 5 BID	$ -	52	$ -
GRAND TOTAL		$	-

Transfer these calculations to the Price Bid form

Q3: Must laundry service of MTD-owned equipment be part of the bid? Our firm does not typically launder items not rented or purchased through us.

R3: No. The evaluation quantities for MTD-owned items in the updated MTD Price Bid Workbook have been set to 0 and will not impact your bid total. However, if your firm can provide laundering services for agency-owned equipment, please enter your fixed rate in the Launder column (Column E) so MTD may have that service option through the contract term.

Q4: Do floor mat colors matter?

R4: Yes, color, texture, and styles matter as specified in the Price Bid Workbook (e.g., gray scraper, brown honeycomb drainage, green runner). If your catalog does not contain the exact variation listed, you must bid the most comparable item in your inventory. Per Solicitation Instructions Section 4.3 (Responsibility), MTD reserves the right to request sample items for inspection and approval prior to a determination of bidder responsibility or contract award.

Q5: Can you please provide the bid tabulation, awarded Bidder's completed price workbook/pricing schedule, and executed contract from the previous Uniform, Floor Mat & Commercial Laundry solicitation?

R5: Please see the attachment.

End of Addendum 1

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

Invitation for Bids for Uniform, Floor Mat & Commercial Laundry

BID TABULATION RECORD

September 1, 2021 10:00 AM

Bidder Name: Mission Linen — Total Bid: 3 year 92,681.16; 5 year 157,552.92

Bidder Name: UniFirst — Total Bid: 3 year 95,372.31; 5 year 162,133.94

Bidder Name: _____ — Total Bid: _____

Bidder Name: _____ — Total Bid: _____

Bidder Name: _____ — Total Bid: _____

Bidder Name: _____ — Total Bid: _____

Bidder Name: _____ — Total Bid: _____

Bidder Name: _____ — Total Bid: _____

Bids Opened By (Name, Signature, and Date): Valerie White Valerie White 9/1/2021

Bids Read Aloud By (Name, Signature, and Date): Valerie White Valerie White 9/1/2021

Bids Recorded By (Name, Signature, and Date): Brad Davis 9/1/21

Bids Verified By (Name, Signature, and Date): Brad Davis 9/1/21

Santa Barbara Metropolitan Transit District

Uniform, Floor Mat & Commercial Laundry

MASTER AGREEMENT with MISSION LINEN SUPPLY

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 Mission Linen Supply, a California supplier of industrial products and services ("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 pickup and delivery of, both rented and MTD-owned, uniforms, floor mats, shop rags and other linens for laundry service. (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 August 4, 2021 the scope of services contained in an Invitation for Bids (IFB), and modified by Addendum Number 1 issued August 20, 2021, Addendum Number 2 issued August 25, 2021, and Addendum Number 3 issued August 25, 2021, true copies of which are attached hereto as Exhibit "B" and incorporated herein by this reference.

5. Bid. Contractor has heretofore submitted on August 31, 2021, a bid to carry out the Project, true copies of relevant parts that are attached hereto as Exhibit "C" and incorporated herein by this reference.

6. Order of Control. Contractor shall carry out the Project described in Exhibit "B" to this Agreement for the price quoted in Exhibit "C". All work and services shall be performed according to and controlled by the terms and provisions of this Agreement and the exhibits attached hereto. In the event of any conflict between the contract documents, the following order of control shall prevail: MTD Master Agreement, Exhibit "A", Exhibit "B", Exhibit "C".

7. Contract Price. Contractor shall carry out the Project for a fixed price for each item which is in accordance with Exhibit "C".

8. Payment. Contractor shall submit invoice to MTD upon completion of the Project. Payment from MTD shall be made to Contractor no later than thirty (30) days after acceptance by MTD (see paragraph 15) and receipt of a valid invoice, which shall be sent via email to: Santa Barbara MTD Accounting, AP@sbmtd.gov, with a copy to Nolan Robertson at NRobertson@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. Weekly service schedule attached hereto in Exhibit B.

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 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. The Contractor shall warrant to MTD that, after MTD's full acceptance of items, services, work or systems, each shall conform with the requirements hereof and be free of defects. In addition to other remedies which may be available, MTD may at its option return any non-conforming or defective items to the Contractor and/or require correction or replacement of said item when the defect is discovered, all at the Contractor's risk and expense. The rights of MTD hereunder are in addition to, and not limited by, the Contractor's standard warranties. Acceptance of items, services, work or systems by MTD, or payment therefor, shall not relieve the Contractor of its obligations thereunder.

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.

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.

F. Continuing Commercial General Liability Insurance: Contractor shall maintain such insurance in identical coverage, form, and amount, including required endorsements, for at least three (3) years following the date of acceptance by MTD of the last bus built pursuant to this Agreement.

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:	CONTRACTOR:
Jerry Estrada, General Manager	Paul Nicholson, General Manager
Santa Barbara Metropolitan Transit District	Mission Linen Supply
550 Olive Street	702 East Montecito Street
Santa Barbara, CA 93101	Santa Barbara, CA 93103
Email: jestrada@sbmtd.gov	Email: pnicholson@missionlinen.com

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. Equal Employment Opportunity. 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	MISSION LINEN SUPPLY
_____	_____
Jerry Estrada, General Manager	Paul Nicholson, General Manager
_____	_____
Date	Date

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

Jerry Estrada, General Manager

10/21/2021
Date

MISSION LINEN SUPPLY

Paul Nicholson, General Manager

10/19/21
Date

FEDERAL TRANSIT ADMINISTRATION

CONTRACT PROVISIONS

Uniform, Floor Mat & Commercial Laundry – Mission Linen Supply

TABLE OF CONTENTS

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

This Page Intentionally Left Blank

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

2. BUY AMERICA REQUIREMENTS (NOT APPLICABLE TO THIS AGREEMENT)

3. CHARTER BUS & SCHOOL BUS REQUIREMENTS (NOT APPLICABLE TO THIS AGREEMENT)

4. CARGO PREFERENCE REQUIREMENTS (NOT APPLICABLE TO THIS AGREEMENT)

5. SEISMIC SAFETY REQUIREMENTS (NOT APPLICABLE TO THIS AGREEMENT)

6. ENERGY CONSERVATION REQUIREMENTS

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The Contractor agrees to include the requirements of this section in all subcontracts.

7. CLEAN WATER REQUIREMENTS

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding $100,000.

8. BUS TESTING (NOT APPLICABLE TO THIS AGREEMENT)

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

10. LOBBYING

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.

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) 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.

(b) If contract is for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to MTD, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

(c) 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.

(d) 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).

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.

13. BONDING REQUIREMENTS (NOT APPLICABLE TO THIS AGREEMENT)

14. CLEAN AIR

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

15. RECYCLED PRODUCTS (NOT APPLICABLE TO THIS AGREEMENT)

16. DAVIS-BACON & COPELAND ANTI-KICKBACK ACTS (NOT APPLICABLE TO THIS AGREEMENT)

17. CONTRACT WORK HOURS & SAFETY STANDARDS ACT

(a) Overtime Requirements: No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph (a) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

(c) Withholding for Unpaid Wages and Liquidated Damages: MTD shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

(d) The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

18. [RESERVED]

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 above clause in each subcontract 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. § 3801 et seq. 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. § 5307, 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)

The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

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, creed, national origin, sex, age, or disability. 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, Creed, National Origin, Sex: 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, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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 2.9%. 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)

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

Invitation for Bids for Uniform, Floor Mat & Commercial Laundry

SCOPE OF SERVICE

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 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:

Seaside Shuttle - anticipating mats, shop towels, and mops
5775 Carpinteria Avenue
Carpinteria, CA 93013

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 <u>not</u> 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

SANTA BARBARA MTD
550 Olive Street
Santa Barbara, CA 93101
805.963.3364
sbmtd.gov

Invitation for Bids for Uniform, Floor Mat & Commercial Laundry

Addendum Number 1 – Issued August 20, 2021

The Santa Barbara Metropolitan Transit District (MTD) issues this Addendum No. 1 to its *Invitation for Bids for Uniform, Floor Mat & Commercial Laundry* (IFB) issued August 4, 2021.

This addendum addresses the questions (Q) by Bidders, with a response (R). The addendum includes an updated *MTD Price Bid Workbook*– Excel File. This updated workbook version must be submitted and utilized for calculating the bid price entered on the *Price Bid* form. **Failure to use *Addendum 1– MTD Price Bid Workbook* will render the bid non-responsive and it will be rejected.**

This addendum is now incorporated into and part of the IFB. Except as modified by this addendum, all other terms and conditions of the IFB remain unchanged. **Sealed bids will be received at 550 Olive Street, Santa Barbara, CA 93101 until September 1, 2021, at 10:00 AM (local time) when bids will be opened and read aloud.**

Q1 – "Column 'P' in the workbook labeled "Replace" - is calculating in some instances, and it is not calculating in other instances. Additionally, when it does calculate, that SUM is being added to the Bid Column and being totaled on Cell R69. R69 carries over to the Bid Contract cost per year data. Is that by design? This will skew the actual cost. Replacement costs are an unknown."

R1 – Yes, the Excel workbook is designed to compare bidders' prices for rental and laundry service, as well as the price of replacing some items. Bidders are to lock in a fixed contract price per each item. The workbook then applies the per item bid price to set quantities for MTD bid evaluation and comparison purposes only.

Q2 – "MB - Line 5 -"Blue Shop Towel Roll - one case equivalent". Is this a rented cloth roll towel in a dispenser or is it a paper product such as "Scott towels" sold in a case?"

R2 – The blue shop towel rolls delivered to the Maintenance Building (MB), are cloth towel rolls placed in a dispenser that mechanics use to dry their hands. MTD currently receives one case weekly which includes six towel rolls.

Q3 – "MB- Line 6 - "White Towel Roll / 2 case equivalent " - Same question as above. Rented cloth or sold "Hard wound paper"?"

R3 – This item has been removed from the bid in *Addendum 1– MTD Price Bid Workbook.*

Q4 – "…the bid process does not favor our service model because the award will go to the lowest price on paper… Is a meeting something you would consider?"

R4 – No interviews or pre-proposal meetings will be taking place. The *Scope of Services* describes MTD's minimum levels of quality. MTD shall examine the low price bid by performing reference checks to ensure Bidder has the financial and technical capacity to undertake the project. See *Solicitation Instructions*– Section 4. Review & Award.

End of Addendum 1

SANTA BARBARA MTD
550 Olive Street
Santa Barbara, CA 93101
805.963.3364
sbmtd.gov

Invitation for Bids for Uniform, Floor Mat & Commercial Laundry

Addendum Number 2 – Issued August 25, 2021

The Santa Barbara Metropolitan Transit District (MTD) issues this Addendum No. 2 to its *Invitation for Bids for Uniform, Floor Mat & Commercial Laundry* (IFB) issued on August 4, 2021.

This addendum addresses the questions (Q) by Bidders, with a response (R). As a reminder, Addendum No. 1 included a revised *MTD Price Bid Workbook*– Excel File. This updated version must be submitted and utilized for calculating the bid price entered on the *Price Bid* form. **Failure to use *Addendum 1– MTD Price Bid Workbook* will render the bid non-responsive and it will be rejected.**

These addenda are now incorporated into and part of the IFB. Except as modified by addendum, all other terms and conditions of the IFB remain unchanged. **Sealed bids will be received at 550 Olive Street, Santa Barbara, CA 93101 until September 1, 2021, at 10:00 AM (local time) when bids will be opened and read aloud.**

Q1 – "I need to modify the worksheet, as it does not account for the year-over-year price changes. Will submitting a modified worksheet reject my bid?"

R1 – **Do not attempt to modify the workbook; this may cause your bid to be rejected**. The workbook is intended to calculate all bidder's per item, fixed fee under the same conditions. Furthermore, this means MTD is seeking a per item, fixed fee that will sustain your firm's business with MTD over the three-year base contract, and an option to increase prices when mutually agreed upon for a two-year extension.

Q2 – "Please confirm *Addendum 1– MTD Price Bid Workbook* – Excel File item on Row 32 is actually a 'continuous roll towel' because the description could still be interpreted as disposable towels pulled out of a dispenser."

R2 – Yes, it is a continuous roll towel.

Q3 – "Do the mats have to match the color or size exactly?"

R3 – No, both the facility floor mat colors and sizes are approximate. Bidders should place a price bid to their product that best matches the description and MTD needs.

Q4 – "In regards to the MTD owned uniforms versus the rented, is there a breakdown listed somewhere in the bid?"

R4 – The intent is for MTD to rent uniforms, not own. MTD does not currently own uniforms. Still, separate rental price from laundry price utilizing columns D and E in *Addendum 1– MTD Price Bid Workbook.*

Q5 – "Does MTD currently utilize a service? And if so, which vendor?"

R5 – MTD currently receives uniform, floor mat, and commercial laundry services from Mission Linen and Uniform Service.

End of Addendum 2

SANTA BARBARA MTD
550 Olive Street
Santa Barbara, CA 93101
805.963.3364
sbmtd.gov

Invitation for Bids for Uniform, Floor Mat & Commercial Laundry

Addendum Number 3 – Issued August 25, 2021

The Santa Barbara Metropolitan Transit District (MTD) issues this Addendum No. 3 to its *Invitation for Bids for Uniform, Floor Mat & Commercial Laundry* (IFB) issued August 4, 2021.

This addendum addresses additional questions (Q) by Bidders, with a response (R). As a reminder, Addendum No. 1 included a revised *MTD Price Bid Workbook*– Excel Fil (the "workbook"). This updated workbook must be submitted and utilized for calculating the bid price entered on the *Price Bid* form. **Failure to use *Addendum 1– MTD Price Bid Workbook* will render the bid non-responsive and it will be rejected.**

These addenda are now incorporated into and part of the IFB. Except as modified by addendum, all other terms and conditions of the IFB remain unchanged. **Sealed bids will be received at 550 Olive Street, Santa Barbara, CA 93101 until September 1, 2021, at 10:00 AM (local time) when bids will be opened and read aloud.**

Q1 – "The workbook calculations automatically rounds and may not accurately show the price bid, per item."

R1 – Bid price entries can include as many figures beyond the decimal point as necessary, which will be taken into account in the calculation. However, all workbook prices will only show to the nearest cent.

Q2 – "If my service does not offer a particular item, do I input $0.00?"

R2 – MTD is seeking a price bid for all items addressed in the *Scope of Work* and Addenda.

Q3 – "How do I bid a unit price for name tags (workbook row 74)?"

R3 – If the nametags are an additional cost, then provide the bulk annual cost for name tags in this row.

End of Addendum 3

Mission
Linen Supply
MISSION LINEN & UNIFORM SERVICE

To: Valerie White, Purchasing Agent SB MTD
Re: Uniform, Floor Mat and Commercial Laundry Bid

Dear Valerie and to whom it may concern,

This letter is to inform you that Mission Linen Supply is interested and willing to enter a service contract with the Santa Barbara Metro Transit district as described in the scope of services.

Mission Linen Supply has been a long-term provider of these services and is uniquely qualified to continue in that same. We are one of the largest independently owned Industrial Laundry companies in the United States. We were founded here in Santa Barbara in 1935 and have been providing services to local companies ever since.

Some of our current customers are: The City of Santa Barbara, The County of Santa Barbara, UCSB, SBCC, Marborg Industries and Raytheon corporation just to name a few. We are the only Industrial Laundry Company that operates in the City of Santa Barbara which allows us to provide services and support in an efficient manner.

Mission Linen is willing to accept the terms and conditions stated in the MTD Master Agreement and the Federal Transit Administration Contract Provisions.

I look forward to continuing our relationship and welcome any other questions you may have.

Regards,

Paul Nicholson
General Manager
Mission Linen Supply
pnicholson@missionlinen.com
Mobile (805) 896-1485

Mission
Linen Supply
MISSION LINEN & UNIFORM SERVICE

September 13, 2021

Santa Barbara MTD
Attn Valerie White – Purchasing Agent
550 Olive Street
Santa Barbara, CA 93101

Dear Valued Customer:

Thank you for signing our agreement. A copy is enclosed for your records.

Your complete satisfaction is our only priority. If you have any questions our products or service procedures, please don't hesitate to call us.

For your convenience, I have enclosed a list of important contacts that make up your Mission Support Team. The key person on this list is Jose Munguia, Area Manager. Has the knowledge, responsibility, and authority to assure your complete satisfaction.

Once again, thank you for your continued business. We will do everything we can to ensure that we meet your needs.

Call us. We're here to help.

Sincerely,

John Ross
President & Chief Executive Officer

MISSION LINEN SUPPLY

MISSION LINEN & UNIFORM SERVICE

SUPPORT TEAM NAMES AND NUMBERS

Greg Rogers: Is our Regional Manager and provides direction to the General Manager, Service Manager, Route Manager, and other personnel.

Paul Nicholson: Phone # 805 963-0414, is our General Manager and provides direction to the Area Manager, and other personnel.

Jose Munguia: Phone # 805 963-0414, is our Area Manager. He is in charge of all service activities including delivery, quality control, and inventory control. He can handle all of your service questions.

Anthony Munoz: Phone # 805 331-6051, is our Customer Service Representative. He makes sure that your delivery arrives on time and that the correct inventory is received.

Mission office hours are from 8:00 AM to 5:00 PM, Monday through Friday.

MISSION LINEN SUPPLY

MISSION LINEN & UNIFORM SERVICE

SUPPORT TEAM NAMES AND NUMBERS

Greg Rogers: Is our Regional Manager and provides direction to the General Manager, Service Manager, Route Manager, and other personnel.

Paul Nicholson: Phone # 805 963-0414, is our General Manager and provides direction to the Area Manager, and other personnel.

Jose Munguia: Phone # 805 963-0414, is our Area Manager. He is in charge of all service activities including delivery, quality control, and inventory control. He can handle all of your service questions.

Stephen Salmeron: Phone # 805-963-0414, is our Customer Service Representative. He makes sure that your delivery arrives on time and that the correct inventory is received.

Mission office hours are from 8:00 AM to 5:00 PM, Monday through Friday.

Mission
Linen Supply
MISSION LINEN & UNIFORM SERVICE

Mission Linen supply
725 E. Montecito St
Santa Barbara Ca, 93103

1. Delivery day is Thursday at 6:00am
2. Unload clean uniforms and place them on rack by individual employee.
3. Separate all dirty uniforms and check for repairs needed.
4. Deliver roll towels in bathrooms and replace in dispensers if needed.
5. Deliver red shop towels to mechanic shop and pick up all dirty towels in each container.
6. Deliver wet mops and windshield towels to bay area and pick up dirty.
7. Replace mats at all locations (breakroom, main building, mechanic shop, and conference room).
8. Check in with Nolan Robertson and go over invoice to see if any changes are needed.

Jose Munguia

Area Manager
Jose Munguia

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 RFP 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.	1	dated	8/20/21
Addendum No.	2	dated	8/25/21
Addendum No.	3	dated	8/25/21
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

8/31/21
Date of Signature

PAUL NICHOLSON
Authorized Official Name

GENERAL MANAGER
Authorized Official Title

Mission Linen Supply
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

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: 8/31/21
Authorized Official Name: Paul Nicholson	Authorized Official Title: General Manager
Business Name of Vendor: Mission Linen Supply	

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

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

Invitation for Bids for Uniform, Floor Mat & Commercial Laundry

NONCOLLUSION DECLARATION

The undersigned declares:

I am the General Manager. of Mission Linen Supply,
(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 8/31/21, at Santa Barbara, Ca.
(date) (city) (state)

Authorized Official Signature

Paul Nicholson
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

8/31/21
Date of Signature

Paul Nicholson
Authorized Official Name

General Manager
Authorized Official Title

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 *Price Bid Workbook* Cell F91	$ 30,893.72
Contract Year Two Bid As calculated on *Price Bid Workbook* Cell F92	$ 30,893.72
Contract Year Three Bid As calculated on *Price Bid Workbook* Cell F93	$ 30,893.72
Option Year Four Bid As calculated on *Price Bid Workbook* Cell F94	$ 32,438.41
Option Year Five Bid As calculated on *Price Bid Workbook* Cell F95	$ 32,438.41
BID **5 Year Contract** (Three Year Base, plus One Two-Year Option) As calculated on *Price Bid Workbook* Cell F97	$ 157,557.97

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.

Authorized Official Signature

8/31/21
Date of Signature

PAUL NICHOLSON
Authorized Official Name

GENERAL MANAGER
Authorized Official Title

Mission Linen Supply
Business Name of Bidder

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

Workbook Instructions

- Enter Bid as a fixed fee, per item price in columns D,E, F.
- A Unit Price should be entered and bid on even where the Bid Calculation's Quantity is zero.
- Quantities are placed for bid evaluation purposes only and are not a minimum or maximum guarantee of MTD's needs.
- When possible, rental charges for items should be separate from laundering service charge. If rent and launder cost cannot be separated, submit bid under Rent column (as to bid on the correct quantity of rented items, cleaned and delivered).
- The Bid entered to Replace an item is to be used for items that are disposable (not meant to be returned) AND to price lost or damaged items by negligence of an MTD employee; there shall be no charges for replacement due to normal wear and tear.
- Enter $0 if service of item is not applicable
- Please be sure to sure to transfer the Bid Totals from Workbook Rows 91-97 to the Price Bid Form in the IFB Packet.
- Please complete, print and sign all tabs and pages of the Price Bid Workbook.
- Failure to include the fully completed and signed Price Bid Workbook and Price Bid Form will render the bid non-responsive and it will be rejected.

Location Key

MB	Maintenance Building at the Olive Terminal
AD	Administration Building at the Olive Terminal
TC	Transit Center
ALL	All locations and departments

			Base Contract Pricing Years 1,2&3 Bid Fixed Fee, Per Item			Bid Calculation/ Bid Evaluation (Representing Weekly Needs)							
List	Location	Item Description	Rent	Launder	Replace	Weekly Quantity	Rent	Launder	Cost	Replacement Quantity	Replace	BID
Rags/Towels/Mops	MB	Towel – Shop Towel, Dyed	$ 0.05	$ -	$ 0.42	600	$ 30.00	$ -	$ 30.00	36	$ 15.12	$ 45.12
	MB	Towel – Bar Mop (approx. 15x19)	$ 0.12	$ -	$ 0.68	300	$ 36.00	$ -	$ 36.00	9	$ 6.12	$ 42.12
	MB	Towel – "Windshield" (approx. 15x26)	$ 0.12	$ -	$ 0.40	300	$ 36.00	$ -	$ 36.00	36	$ 14.40	$ 50.40
	MB	Towel – Microfiber, yellow (approx. 15x16)	$ 0.18	$ -	$ 1.14	50	$ 9.00	$ -	$ 9.00	0	$ -	$ 9.00
	MB	Shop Towel Rolls for hand-drying (large - approx. 11")	$ 2.85	$ -	$ 12.19	6	$ 17.10	$ -	$ 17.10	0	$ -	$ 17.10
	MB	Dust Mop – Medium	$ 0.95	$ -	$ 15.00	6	$ 5.70	$ -	$ 5.70	0	$ -	$ 5.70
	MB	Wet Mop – Large	$ 1.35	$ -	$ 17.50	50	$ 67.50	$ -	$ 67.50	0	$ -	$ 67.50
Mats, Rugs, Scrapers	MB	Mat – Gray tone, Scraper (Medium, approx. 3x4)	$ 0.90	$ -	$ 45.00	1	$ 0.90	$ -	$ 0.90	0	$ -	$ 0.90
	MB	Mat – Black (Medium, approx. 3x4)	$ 0.90	$ -	$ 45.00	4	$ 3.60	$ -	$ 3.60	0	$ -	$ 3.60
	MB	Mat – Black (Large, approx. 4x6)	$ 1.75	$ -	$ 75.00	1	$ 1.75	$ -	$ 1.75	0	$ -	$ 1.75
	MB	Mat – Black (Runner, approx. 3x10)	$ 1.95	$ -	$ 95.00	2	$ 3.90	$ -	$ 3.90	0	$ -	$ 3.90
	AD	Mat – Green tone, (Medium, approx. 3x4)	$ 0.90	$ -	$ 45.00	2	$ 1.80	$ -	$ 1.80	0	$ -	$ 1.80
	AD	Mat – Green tone, (Runner, approx. 3x10)	$ 1.95	$ -	$ 95.00	2	$ 3.90	$ -	$ 3.90	0	$ -	$ 3.90
	AD	Mat – Brown tone, Honeycomb/Drainage Small approx. 3x4)	$ 0.90	$ -	$ 45.00	7	$ 6.30	$ -	$ 6.30	0	$ -	$ 6.30
	AD	Mat – Brown tone, Honeycomb/Drainage (Medium, approx. 4x6)	$ 1.75	$ -	$ 75.00	1	$ 1.75	$ -	$ 1.75	0	$ -	$ 1.75
	AD	Mat – Grey tone, "Anti-Fatigue" Rubber (Small, approx. 3x4)	$ 1.50	$ -	$ 50.00	2	$ 3.00	$ -	$ 3.00	0	$ -	$ 3.00
	AD	Mat – Grey tone, "Anti-Fatigue" Rubber (Medium, approx. 3x10)	$ 2.50	$ -	$ 110.00	1	$ 2.50	$ -	$ 2.50	0	$ -	$ 2.50
	TC	Mat – Dark/Navy, Honeycomb/Drainage (Medium, approx. 4x6)	$ 1.75	$ -	$ 75.00	2	$ 3.50	$ -	$ 3.50	0	$ -	$ 3.50
	ALL	Mat – MTD-Owned, Multi-color (Medium, approx. 3x4)	$ -	$ 4.00		1	$ -	$ 4.00	$ 4.00	0	$ -	$ 4.00
	ALL	Mat – MTD-Owned, Multi-color (Runner, approx. 3x10)	$ -	$ 4.00		1	$ -	$ 4.00	$ 4.00	0	$ -	$ 4.00

MISSION LINEN SUPPLY
Bidder Name

8/31/21
Authorized Signature and Date

List	Location	Item Description	Rent	Launder	Replace	Weekly Quantity	Rent	Weekly Quantity	Launder	Cost	Quantity	Replace	BID
Mechanic Shop Workwear	MB	Pants — Basic Navy w/ Pockets (men's) Represents Approx. 16 employees, S-2XL (28-42)	$ 0.19	$ -	$ 22.92	176	$ 33.44	80	$ -	$ 33.44	1	$ 22.92	$ 56.36
	MB	Pants — Basic Navy w/ Pockets (women's) S-XL	$ 0.19	$ -	$ 22.92	1	$ 0.19	1	$ -	$ 0.19	0	$ -	$ 0.19
	MB	Pants — High Visibility w/ Pockets (men's) S-2XL	$ 0.36	$ -	$ 36.12	1	$ 0.36	1	$ -	$ 0.36	0	$ -	$ 0.36
	MB	Pants — Workwear Denim/Jeans w/Pockets (men's) Represents Approx. 1 employee, Size 30	$ 0.25	$ -	$ 24.52	5	$ 1.25	3	$ -	$ 1.25	0	$ -	$ 1.25
	MB	Pants — MTD/Employee Owned Uniform	$ -	$ 1.00	$ -	0	$ -	1	$ 1.00	$ 1.00	0	$ -	$ 1.00
	MB	Coveralls — High Visibility (men's) Represents Approx. 3 employees, (42-50 Reg)	$ 0.57	$ -	$ 42.50	28	$ 15.96	13	$ -	$ 15.96	1	$ 42.50	$ 58.46
	MB	Shirts — Basic Navy Short Sleeved w/ High Visibility Sleeve Stripe (men's) Represents Approx. 9 employees, Sizes S-XL	$ 0.24	$ -	$ 27.73	88	$ 21.12	38	$ -	$ 21.12	1	$ 27.73	$ 48.85
	MB	Shirts — Basic Navy Short Sleeved w/ High Visibility Sleeve Stripe (men's) Represents Approx. 1 employee, Sizes XL-3XL	$ 0.38	$ -	$ 27.73	5	$ 1.90	2	$ -	$ 1.90	0	$ -	$ 1.90
	MB	Shirts — Basic Navy Short Sleeved w/ High Visibility Sleeve Stripe (women's), Sizes S-XL	$ 0.38	$ -	$ 27.73	1	$ 0.38	1	$ -	$ 0.38	0	$ -	$ 0.38
	MB	Shirts — Basic Navy Long Sleeved w/ High Visibility Sleeve Stripe (men's) Represents Approx. 19 employees, Sizes S-XL	$ 0.24	$ -	$ 27.73	74	$ 17.76	34	$ -	$ 17.76	1	$ 27.73	$ 45.49
	MB	Shirts — Basic Navy Long Sleeved w/ High Visibility Sleeve Stripe (men's) Represents Approx. 3 employees, Sizes 1XL -3XL	$ 0.24	$ -	$ 27.73	28	$ 6.72	13	$ -	$ 6.72	0	$ -	$ 6.72
	MB	Shirts — Basic Navy Long Sleeved w/ High Visibility Sleeve Stripe (women's) S-XL	$ 0.38	$ -	$ 27.73	1	$ 0.38	1	$ -	$ 0.38	0	$ -	$ 0.38
	MB	Lab/Shop Coat – White (S-XL)	$ 0.31	$ -	$ 21.00	3	$ 0.93	1	$ -	$ 0.93	1	$ 21.00	$ 21.93
	MB	Lined Service Jacket w/ Pockets (S-XL)	$ 1.25	$ -	$ 42.00	1	$ 1.25	1	$ -	$ 1.25	1	$ 42.00	$ 43.25
	MB	Jackets/Coats — MTD/Employee Owned Uniform	$ -	$ 1.50	$ -	0	$ -	1	$ 1.50	$ 1.50	0	$ -	$ 1.50
	AD	Pants — Black, Relaxed Shop Pant (men's) Represents Approx. 2 employees, (40- 46)	$ 0.20	$ -	$ 21.00	25	$ 5.00	10	$ -	$ 5.00	0	$ -	$ 5.00
	AD	Shirts — Technician Short Sleeved Shirt (men's) Represents Approx. 2 employees, (1XL-3XL)	$ 0.21	$ -	$ 18.00	25	$ 5.25	10	$ -	$ 5.25	1	$ 18.00	$ 23.25
		TOTAL											$ 594.11

MISSION LINEN SUPPLY

Bidder Name

8/31/21

Authorized Signature and Date

Maintenance Fees, One-time Charges & Account Set-Up

Description of any additional costs that MTD may be charged that are not incorporated in the above item bid price. Enter $0 where applicable. Any charges not listed in this bid workbook or herein will not be paid

Description	*Contract Year 1 Cost*	*Contract Year 2 Cost*	*Contract Year 3 Cost*	*Option Year 4 Cost*	*Option Year 5 Cost*
Name Tags — Shirts, coveralls and jackets Bid 16 employees; 11 pieces each (176 tagged items)	$ -	$ -	$ -	$ -	$ -
Garment Bins — Collect Soiled Uniforms Bid one-time costs, divided by 52 weeks	$ -	$ -	0	0	0
Garment Lockers — Store Clean Uniforms Bid one-time costs, divided by 52 weeks	$ -	$ -	0	0	0
Shop Hand-Drying Towl Containers/Dispensers Bid one-time costs, divided by 52 weeks	$ -	$ -	0	0	0
Write-in/ Describe all Maintenance/Service Charges not included above. Bid any one-time costs, divided by 52 weeks	$ -	0	0	0	0
TOTAL	$ -	$ -	$ -	$ -	$ -

Option Provision - Price Escalation

% increase in bid price to Option a Two-Year Contract Extension
(enter 0% if bid rates will apply through a five year contract period)

5%	1.05

BID	Weekly Bid Price	Weeks	Annual BID
Contract Year 1 BID	$ 594.11	52	$ 30,893.72
Contract Year 2 BID	$ 594.11	52	$ 30,893.72
Contract Year 3 BID	$ 594.11	52	$ 30,893.72
Option Year 4 BID	$ 623.82	52	$ 32,438.41
Option Year 5 BID	$ 623.82	52	$ 32,438.41
GRAND TOTAL		$	157,557.97

MISSION LINEN SUPPLY
Bidder Name

8/31/20
Authorized Signature and Date