



Invitation for Bids (IFB) for Janitorial Services

PROJECT SUMMARY SHEET

Solicitation Issuance Date: Tuesday, July 12, 2016

Project Description: Provide janitorial services for all MTD facilities for a three-year period plus options for two additional one-year periods

Project Period: September 1, 2016 – September 2, 2019 plus options for September 3, 2019 – August 31, 2020 and September 1, 2020 – August 31, 2021

Project Location(s): 550 Olive Street & 1020 Chapala Street, Santa Barbara, CA 93101

Pre-Bid Meeting: Tuesday, July 19, 2016, at 10:00 AM

Pre-Bid Meeting Location: MTD Administrative Offices at 550 Olive Street, Santa Barbara, CA 93101

Requests/Clarifications Deadline: Monday, July 25, 2016 at 5:00 PM

Bid Due Date/Public Opening: Thursday, August 4, 2016 at 2:00 PM (PDT)

Bid Due Location: MTD Administrative Offices at 550 Olive Street, Santa Barbara, CA 93101

Bid Contents: Price Bid Form, Bidder Information Form; References, Suppliers & Subcontractors Form; Noncollusion Declaration & Compensation Certification; Lobbying Certification; Acknowledgement of Addenda (**bids submitted without these completed items, signed & dated where specified may be rejected**).

Contract Award Date: Thursday, August 11, 2016 (Anticipated)

Solicitation Contact: Ken Mills, Project Manager, (805) 832-3024, kccmills@dslextreme.com

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

Type of Contract: Fixed price for most services with small element based on time & material

Bonding Required: None

Other Requirements: Subject to Federal Transit Administration Contract Provisions

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SANTA BARBARA METROPOLITAN TRANSIT DISTRICT
INVITATION FOR BIDS FOR JANITORIAL SERVICES
SOLICITATION INSTRUCTIONS

1. PRE-BID SUBMITTAL ACTIVITIES

1.1. PROJECT DESCRIPTION

This Project is to provide janitorial services at all Santa Barbara Metropolitan Transit District (MTD) facilities in accordance with the *Statement of Work* and other terms and conditions contained in this Invitation for Bids (IFB). Services shall be provided for the three year period September 1, 2016 through September 2, 2019 with two one year options for the periods September 3, 2019 through August 31, 2020 and September 1, 2020 through August 31, 2021.

1.2. IFB CONTENTS & CONTRACT DOCUMENTS

These *Solicitation Instructions* provide direction on preparing submittals and describe the evaluation, review and contract award process. Attached are required forms and certifications to be completed and included as part of the submittal. The IFB consists of the following items and is available on the MTD website at <http://www.sbmtd.gov/business-and-employment/active.html>.

- ❑ *Solicitation Instructions* which is the document presently being read
- ❑ Various attached forms to be completed as part of the proposal submittal process
- ❑ *Statement of Work* including Appendices A through J, which specifies the type and frequency of work to be performed during the contract term
- ❑ *MTD Master Agreement* which will serve as the contract between MTD and the winning firm
- ❑ *Federal Transit Administration Contract Provisions* covering terms and conditions for federally funded projects

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

1.3. PRE-BID MEETING (NON-MANDATORY)

There is a non-mandatory pre-bid meeting for reviewing the project conditions with bidders at 10:00 AM on Tuesday, July 19, 2016. The meeting will start at MTD's Administrative Offices located at 550 Olive Street in Santa Barbara (between Haley and Cota Streets). All parties will then travel to the MTD Transit Center, the other site subject to janitorial services, at 1020 Chapala Street. As this will be the only opportunity for a bidder to fully examine the facilities, take measurements and collect other information necessary to determine its bid price, attendance is strongly encouraged.

1.4. COMMUNICATIONS, REQUESTS & CLARIFICATIONS

MTD will consider requests for clarifications, changes, or approved equals until Monday, July 25, 2016, at 5:00 PM. To be considered, such communications must be via e-mail to Ken Mills at kccmills@dslextreme.com. Requests for changes or approved equals must be provided with sufficient information supporting the request to allow MTD to make a fair and reasonable determination.

1.5. IFB MODIFICATIONS & ADDENDA

MTD reserves the right to amend this IFB through written addenda. No other form of communication with any officer, employee or agent of MTD shall be binding upon MTD. Addenda will be posted to MTD's website at <http://www.sbmtd.gov/business-and-employment/active.html> and concurrently sent via e-mail to all parties known to have received the IFB. Failure of a bidder to receive any addendum shall not relieve it from any obligation under the IFB as clarified or modified.

2. BID PREPARATION & SUBMITTAL

2.1. MTD FORMS

Price Bid— Bidders shall complete the Price Bid form contained in this IFB package. The bid amount shall list the total compensation that the bidder will be paid, if awarded the contract, for carrying out the *Statement of Work*. The bid amount shall take into account any insurance or other indirect costs. Failure to submit the completed and signed Price Bid form shall render the bid non-responsive and will result in its rejection.

The Price Bid form includes some mathematical calculations that are necessary to determine a single dollar figure in order to compare bids. This includes estimating the fee that will be paid for managing the consumable supplies inventory and the value of a portion of the work that will be paid on an hourly basis. Bid amounts for option years must be included and will be considered in determining the single dollar figure.

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

References, Suppliers & Subcontractors—Bid shall include the *References, Suppliers & Subcontractors* form included in this solicitation (note that for this Project, it is not necessary to provide supplier or subcontractor information and this section has been crossed out on the form). **Please list contact names and phone numbers that are CURRENT for credit and work references.**

Noncollusion Declaration & Compensation Certification—Submittal shall include the signed and dated *Noncollusion Declaration & Compensation Certification* form included in this IFB.

Lobbying Certification—Submittal shall include the signed and dated *Lobbying Certification* form included in this IFB.

Acknowledgement of Addenda—Bidder shall acknowledge either receipt of each Addendum or that there were no addenda by including in its bid the fully completed and signed *Acknowledgement of Addenda* form in this IFB.

2.2. BID SUBMISSION & OPENING

Proposer shall submit a total of five (5) complete sets of its proposal. This shall include one (1) set marked as original, three (3) complete copies, and one (1) electronic set (flash drive or CD) submitted in a non-transparent, sealed envelope or appropriate packaging plainly marked on the exterior with the name of the bidder and the following: "Janitorial Services Bid." If using US Mail or a delivery service, submittals must still be enclosed in the specified packaging within any delivery service packaging. **Fax or email bids will not be considered.** Submittals shall be delivered to:

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

If hand delivered, submittals should be taken to the reception desk on the 2nd floor of the building.

Bids will be accepted until 2:00 PM on Thursday, August 4, 2016. Unless due to the fault of MTD, submittals received after such time cannot be considered and will be returned to the submitter unopened. All bids received by the bid submission deadline will be opened and read aloud at an open public meeting immediately following the submission deadline.

2.3. WITHDRAWAL OF BIDS

A bidder may withdraw a bid prior to the bid opening by submitting a written request signed by the bidder's authorized representative. Such withdrawal does not prejudice the right to resubmit a bid by the deadline.

2.4. BID STIPULATIONS

Bids submitted as a result of this solicitation become the property of MTD. MTD will not pay any cost incurred by bidder for preparation or delivery of its bid; reserves the sole right to review, accept or reject bids received; and reserves the right to cancel this solicitation in whole or in part if in its best interests to do so. Bids will remain valid for 45 calendar days following the bid due date.

3. REVIEW & AWARD

3.1. BID DEVIATIONS & COLLUSION

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

3.2. RESPONSIVENESS

MTD shall examine the low bid to determine its responsiveness to the provisions of this solicitation. Such process may involve requesting additional or clarifying information from the bidder. Bids that do not contain all required materials, information or forms; or where such materials, information or forms are substantially incomplete may be considered non-responsive and rejected by MTD. In such case, MTD shall notify the bidder in writing of its rejection and the basis thereof. This process shall continue until a low responsive bidder is determined.

3.3. RESPONSIBILITY

MTD shall assess the low responsive bidder's "responsibility," which is defined as satisfactory performance in previous contracts and having the financial and technical capacity to undertake the project. MTD will use the reference information provided in the bid and other information, as needed, for this determination. Any bidder not found to be responsible shall be rejected. In such case, MTD shall notify the bidder in writing of its rejection and the basis thereof. This process shall continue until the low responsive and responsible bidder is determined.

3.4. SINGLE BID ANALYSIS

If only one bid is received in response to this solicitation, a detailed price and/or cost analysis of the bid may be required in order to determine if the price is fair and reasonable. A price analysis involves comparison to other similar procurements with similar quantities, specifications and time frames. Where it is impossible to determine price reasonableness through price analysis, it may be necessary to conduct a cost analysis of the proposed price. A cost analysis is a more detailed evaluation of the cost elements in the bidder's proposal. It is conducted to form an opinion as to the degree to which the proposed costs represent what the bidder's performance should cost. A cost analysis is generally conducted to determine whether the bidder is applying sound management in proposing the application of resources to the contracted effort and whether costs are allowable, allocable and reasonable. Any such analyses and the results therefrom shall not obligate MTD to accept such a single bid, which may be rejected at MTD's sole discretion.

3.5. CONTRACT AWARD & EXECUTION

If considered in MTD's best interest and, if applicable, MTD staff will recommend to the MTD Board of Directors that a contract be awarded to the responsive and responsible bidder providing the lowest overall bid including option periods. It is anticipated that an award decision will be made by Thursday, August 11, 2016 and will be contingent upon receipt of the following:

Insurance Certificate—A certificate of insurance showing the coverage types and dollar limits required in paragraph 18 of the *MTD Master Agreement*.

The contract will be executed as soon as practicable after contract award and satisfactory receipt of the preceding item. The contract will be composed of the *MTD Master Agreement*, the *Federal Transit Administration Contract Provisions*, the *Statement of Work* and relevant portions of the Contractor's bid. Notice to proceed will be issued upon execution of the contract.

4. PROTEST PROCEDURES

MTD has established procurement protest procedures to ensure uniform, timely and equitable consideration of complaints concerning MTD's procurement activities. The procedures are available at <http://www.sbmtd.gov/business-and-employment/purchasing.html>.

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SANTA BARBARA METROPOLITAN TRANSIT DISTRICT
INVITATION FOR BIDS FOR JANITORIAL SERVICES
PRICE BID

The Bidder 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, supplies, material, or equipment called for in carrying out the Project.
2. Its bid has been thoroughly checked for errors and omissions and all prices, monthly fixed fees, hourly rates and fees percentages stated are complete and correct statements of its bid for performing all project work required by the contract documents.
3. Its bid is genuine, not sham or collusive, nor made in the interest of any person not herein named; that it has not induced or solicited any other Bidder to submit a sham bid or to refrain from bidding; and that it has not in any illegal manner sought to secure for himself any advantage over any other Bidder.
4. Its bid is valid for forty-five (45) days following the bid due date.

	Monthly Fees by Year				
	Year 1	Year 2	Year 3	Year 4 (Option)	Year 5 (Option)
	(9/1/16-8/31/17)	(9/1/17-8/31/18)	(9/1/18-9/2/19)	(9/1/19-8/31/20)	(9/1/20-8/31/21)
A. Monthly Fixed Fee for Labor Services & Cleaning Supplies/Equipment	\$.00	\$.00	\$.00	\$.00	\$.00
B. Consumable Supplies Management Fee Percent (to 1/10 of a percent)	_____ %	_____ %	_____ %	_____ %	_____ %
C. Estimated Monthly Cost of Consumable Supplies	\$2,000.00	\$2,000.00	\$2,200.00	\$2,200.00	\$2,420.00
D. Estimated Monthly Fee for Consumable Supplies Management (B x C)	\$.00	\$.00	\$.00	\$.00	\$.00
E. Hourly Labor Rate for Graffiti Removal Services	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
F. Estimated Monthly Hours of Graffiti Removal	_____ 15	_____ 15	_____ 15	_____ 15	_____ 15
G. Estimated Monthly Fee for Graffiti Removal (E x F)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
H. Hourly Labor Rate for Emergency Services	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
I. Estimated Monthly Hours of Emergency Services	_____ 5	_____ 5	_____ 5	_____ 5	_____ 5
J. Estimated Monthly Fee for Emergency Services (H x I)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
K. Estimated Total Monthly Billing Amount (A + D + G + J)	\$.00	\$.00	\$.00	\$.00	\$.00
L. Number of Months in Year	_____ 12	_____ 12	_____ 12	_____ 12	_____ 12
M. Value of Annual Payments for Each Year (K x L)	\$.00	\$.00	\$.00	\$.00	\$.00

(Please do all math & fill in all numbers, including grand total. Round all figures other than hourly rates to nearest dollar: 50¢ or above, round up; otherwise, round down. Don't worry: math will be verified, although figures in rows A, B, E & H are considered final as is.)

Signature of Authorizing Official

Name & Title

Date

**SANTA BARBARA METROPOLITAN TRANSIT DISTRICT
INVITATION FOR BIDS FOR JANITORIAL SERVICES
REFERENCES, SUPPLIERS & SUBCONTRACTORS**

CREDIT REFERENCES

Include your primary bank and two firms that you **currently** purchase materials or services from on credit:

Bank Name: _____ Contact: _____ Phone: _____

Vendor Name: _____ Contact: _____ Phone: _____

Vendor Name: _____ Contact: _____ Phone: _____

WORK REFERENCES

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

Vendor Name: _____ Contact: _____ Phone: _____

Vendor Name: _____ Contact: _____ Phone: _____

Vendor Name: _____ Contact: _____ Phone: _____

SUPPLIERS & SUBCONTRACTORS

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

Firm: _____ Contact: _____ Phone: _____

Description of Work: _____

Firm: _____ Contact: _____ Phone: _____

Description of Work: _____

Do not complete this section

Firm: _____ Contact: _____ Phone: _____

Description of Work: _____

Firm: _____ Contact: _____ Phone: _____

Description of Work: _____

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT
INVITATION FOR BIDS FOR JANITORIAL SERVICES
NONCOLLUSION DECLARATION

The undersigned declares:

I am the _____ of _____,
(title) (business name of bidder)
the party making the included bid.

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

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

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

Authorized Official Signature

Authorized Official Name (printed)

COMPENSATION CERTIFICATION

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

Authorized Official Signature

Date of Signature

Authorized Official Name

Authorized Official Title

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT
INVITATION FOR BIDS FOR JANITORIAL SERVICES
CERTIFICATION REGARDING LOBBYING

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

(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.

[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.]

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

Authorized Official Signature

Date of Signature

Authorized Official Name

Authorized Official Title

Business Name of Bidder

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

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT
INVITATION FOR BIDS FOR JANITORIAL SERVICES
ACKNOWLEDGEMENT OF ADDENDA

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

Addendum No.	_____	dated	_____
Addendum No.	_____	dated	_____
Addendum No.	_____	dated	_____
Addendum No.	_____	dated	_____

Note: It is the Bidder's responsibility to ensure it receives all addenda which are posted on the MTD website at <http://www.sbmt.d.gov/business-and-employment/active.html>.

_____ Authorized Official Signature	_____ Date of Signature
_____ Authorized Official Name	_____ Authorized Official Title
_____ Business Name of Bidder	

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

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

JANITORIAL SERVICES

STATEMENT OF WORK

I. LOCATIONS

The locations to be provided janitorial services under this Statement of Work (SOW) include three buildings at the two following addresses:

Olive Terminal (2 buildings)
550 Olive Street
Santa Barbara, CA 93101

Transit Center (1 building)
1020 Chapala Street
Santa Barbara, CA 93101

A. Olive Terminal—The Olive Terminal is composed of the majority of the city block on the “eastside” of Santa Barbara defined by Olive, Cota, Salsipuedes, and Haley streets. Areas to be serviced include two separate buildings: one, the interior of the two-story Administration Building adjacent to Olive Street (plus the two garbage receptacles outside the building); and two, the specified office, lounge, and bathroom areas of the Maintenance Building located at the corner of Salsipuedes Street and Cota Street. Attached as Appendix A is an Olive Terminal site plan showing the general areas subject to this SOW.

B. Transit Center—The Transit Center (TC) is located in downtown Santa Barbara on Chapala Street across the street from Ralph’s supermarket. Areas to be serviced include the full interior as well as the exterior passenger waiting area defined by the sidewalk directly surrounding the building. Attached as Appendix B is a Transit Center site plan showing the general areas subject to this SOW.

II. SCHEDULE

Performance of the janitorial services described herein shall be performed during the period September 1, 2016 through September 2, 2019 with two one-year options for the periods September 3, 2019 through August 31, 2020 and September 1, 2020 through August 31, 2021. The janitorial services shall be performed according to the schedules specified in this section and in the attached Appendices C, D and E. All night services at the Olive Terminal shall be completed no later than midnight except on Sundays when services shall be completed no later than 11 PM. All night services at the Transit Center shall be completed no later than 10 PM.

A. Olive Terminal – Administration Building—Office areas and associated restrooms shall be serviced once each weekday—other than staff holidays—no sooner than 6 PM. Staff holidays are New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, the 4th of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day. Areas frequented by bus drivers (e.g. restrooms, lounge/kitchen, locker room) shall be serviced no sooner than 10 PM each day that bus service is provided (all but Thanksgiving and Christmas days). The driver restrooms—excluding the showers—shall be serviced **one additional** time each bus service day between 11 AM and 1 PM. The fare counting room adjacent to the drivers’ room may also require service, but special security considerations apply. This room shall not be serviced at night. Between 11 AM and 1 PM, the janitor shall knock on the door of the fare counting room to ask the Farebox Technician if service can be performed and, if authorized by the Technician, perform specified services. If there is no answer or the Technician does not authorize service, no service is required that day. Appendices F and G contain detailed floor plans of both floors of the Administration building with color coding of each room by schedule. Rooms that shall not be provided janitorial services are also identified. These include various closets and storage areas, the data server room, and an electrical room.

B. Olive Terminal – Maintenance Building—The three staff offices and unisex restroom in the Maintenance Building shall be serviced once each non-holiday weekday no sooner than 10 PM. Areas frequented by mechanics (e.g. restrooms, lounge/kitchen, locker room) shall be serviced no sooner than 10 PM each day that

bus service is provided (all but Thanksgiving and Christmas days). The shop restroom and locker area—excluding the shower—shall be serviced **one additional** time each bus service day between 11 AM and 1 PM. Appendix H contains a detailed floor plan of the Maintenance Building with color coding of each area by schedule. Areas that shall not be provided janitorial services are also identified. These include the shop floor, the parts room (with the exception of the area around the two desks in the parts room), and the electrical room.

C. Transit Center – Interior—The internal passenger waiting area and the Customer Service Representative (CSR) area shall be serviced no sooner than 7 PM each day that bus service is provided (all but Thanksgiving and Christmas days). The public restrooms and driver’s unisex bathrooms shall be serviced **two additional** times each bus service day: between 9:30 AM and 10:30 AM and between 3:00 PM and 4:00 PM on weekdays; and between 10:00 AM and 11:00 AM and between 2:00 PM and 3:00 PM on weekends. Appendix I contains a detailed floor plan of the Transit Center building with color coding of each area by schedule.

D. Transit Center – Exterior—The external passenger waiting area composed of the raised sidewalk area surrounding the TC building shall be serviced no sooner than 8 PM each day that bus service is provided (all but Thanksgiving and Christmas days). Appendix B contains a Transit Center site plan that delineates that sidewalk area—which includes the garbage and recyclable receptacles thereon—subject to janitorial services.

III. SERVICE TASKS

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

B. Extra Bathroom Service—*Section II: Schedule* above specified that certain bathrooms will be serviced more than once daily. During these extra daytime-hour cleanings, the bathrooms shall receive the full complement of daily services that are carried out during the normal nighttime service. Note that these service tasks are highlighted in yellow in the task listing in Appendix C.

C. Bathroom Graffiti Removal—All restrooms, particularly the public restrooms at the Transit Center, are subject to being marked up with graffiti on a daily basis. The janitorial services provided under this SOW shall include removal of such graffiti on an as needed basis immediately as it is discovered. If graffiti removal requires less than 15 minutes of total time during the three daily visits, it shall be included as part of the fixed-price monthly service. Graffiti removal time in excess of 15 minutes per day will be billable in 15 minute intervals. MTD estimates that 15 billable hours per month will be incurred by the Contractor. Note that MTD shall provide the graffiti removal cleanser, which will be stored in the TC and Olive Terminal janitorial closets.

D. Emergency Services—The janitorial services provided under this SOW shall include being on call for emergency services at both the Olive Terminal and the Transit Center between the hours of 6:00 AM and 7:00 PM on weekdays, 8:00 AM to 6:00 PM on Saturdays, and 9:00 AM to 6:00 PM on Sundays on each day that bus service is provided (all but Thanksgiving and Christmas days). Contractor shall respond to such calls within 30 minutes. MTD will pay a one-hour minimum with additional billable time in 15 minute intervals. The Contractor hourly rate shall incorporate all costs including supplies and travel time, which shall not be billed separately. MTD estimates that 5 billable hours per month will be incurred by the Contractor.

E. Garbage & Recyclables Disposal—MTD lines all garbage receptacles and non-office recyclable receptacles and provides a recyclable receptacle adjacent to most refuse cans (excluding restrooms). Contractor shall be responsible for emptying receptacles and disposing of such garbage/recyclables as stipulated in the following:

- Receptacles include all those in the areas subject to janitorial services as described in *Section I: Locations* and Appendices C, D and E. Note that this includes all exterior receptacles at the Transit Center and the two exterior garbage receptacles at the front and rear entrances of the Administration Building (including the ash tray on top of the front entrance receptacle). This also includes two receptacles on the front patio

of the Administration Building and the cigarette receptacle in the designated smoking area in the Maintenance yard.

- Garbage shall be emptied from receptacles and disposed of whenever an area receives janitorial services. Recyclables shall be emptied from receptacles and disposed of on an as needed basis except in kitchens/lounges, where they shall be disposed of whenever the room receives janitorial services.
- Liners shall be replaced whenever garbage or recyclables are disposed of in exterior, kitchen/lounge or bathroom receptacles where they shall be replaced as needed and every Friday in all other receptacles.
- Dark, opaque plastic liners shall be used for garbage receptacles; clear liners shall be used for applicable recyclable receptacles. Similar characteristics shall be used for any bulk garbage/recyclable bags.

All Olive Terminal garbage and recyclables shall be disposed of in the appropriate dumpster adjacent to the Fuel Island, as indicated in Appendix A: Olive Terminal Site Plan.

Each night, all Transit Center garbage and recyclables shall be placed inside the Transit Center door facing Chapala Street. Such refuse shall be in securely tied bulk or liner bags with the tied end facing up to prevent fluid leakage. Any leaking bags shall be double-wrapped to eliminate such leaks.

F. Air Fresheners & Batteries—Wall-mounted air freshener devices are maintained in all restrooms. Contractor shall monitor such devices such that the batteries or aerosol cans are replaced as necessary. The unisex driver's restroom at the Transit Center contains a hands-free paper towel dispenser that requires battery replacement, which the Contractor shall also monitor and replace as necessary.

IV. SERVICE STANDARDS & SAFETY

A. Definitions—Definitions are provided for a few terms used in this SOW in order to provide further clarification to applicable service standards:

Dust: To clean a surface free of all dust, dust streaks, lint, cobwebs, and non-adhered dirt. Dust shall be removed rather than stirred up or scattered. It shall be accomplished using microfiber, electrostatic or functionally similar dust cloths or mitts. Feather dusters shall not be used. Dusters with extendable poles made specifically for wall and ceiling dusting shall be used for such surfaces.

Dust-Mop: To clean a floor free of all debris, dust, dust streaks, lint, cobwebs, and non-adhered dirt. Once centralized in piles, debris shall be removed rather than stirred up or scattered. It is accomplished with a cotton or cotton-blend looped industrial dust-mop.

Damp-Mop: To clean a floor so that, when dried, it is free from streaks, smears, dirt residue, shoe marks, standing water and odors. It shall always be preceded by sweeping, vacuuming or dust-mopping the floor, and shall be accomplished with a cotton or cotton-blend looped industrial rag mop.

Disinfect: To clean using a product that contains antimicrobial agents that kill microorganisms. Disinfectant shall be non-caustic or harmful to the floors or fixtures that it is used upon.

Vacuuming: Most flat surfaces shall be vacuumed with a commercial upright vacuum. Corners and baseboards may be vacuumed with a portable type vacuum or attachment

B. Cleaning Standards & Requirements—The performance of all cleaning and servicing shall be carried out in a professional manner in accordance with accepted industry standards. The following list shows standards or tasks that MTD places an emphasis on or requires, regardless of whether considered a typical industry standard.

- Cleaning/disinfecting toilets and urinals shall always include the exterior portion of the fixture with an emphasis on the toilet seat and the top, front and sides of the toilet bowl down to the ground.
- Water/disinfectant solution used for mopping floors shall be changed when “dirty” such that the definition of a damp-mopped floor in the preceding section cannot be met.

- Separate dust mops and mops shall be used for bathrooms. Such implements shall be clearly identified as to its use. Any implement used in the bathroom shall not be used on a non-bathroom floor until or unless laundered or similarly cleaned.
- Once used in a bathroom, a water/disinfectant damp-mopping solution shall never be used for a non-bathroom floor.
- No janitorial services shall be carried out on desktops including electronic or powered office machines including telephones, personal computers, monitors, keyboards, mice, printers, switches, scanners, copiers, fax machines, calculators, projectors, televisions, DVD/CD players, or similar devices.
- An exception to the above is that telephone handsets shall be cleaned and disinfected as stipulated on the task listings in the appendices to this SOW.

C. Safety Standards & Requirements—The performance of all cleaning and servicing under this SOW shall be carried out in a safe and legal manner in accordance with all applicable federal, state and local laws and regulations. The following bulleted items represent MTD safety requirements or tasks that MTD places an emphasis on and requires. It does not and is not meant to represent a full and exhaustive listing of safety standards and requirements applicable to the services being carried out under this SOW.

- “Wet Floor” caution signs, with appropriate symbol and written in both English and Spanish, shall be placed on the floor in any area being damp-mopped until the floor is dried. The two public restrooms at the Transit Center shall be closed to public use during the two cleanings during business hours. All other damp-mopped areas shall remain accessible to MTD personnel during such cleanings at all times.
- All cleaning products shall be used as directed by manufacturer. Concentrated products shall be diluted to the specified ratio; required protective apparatus (e.g., gloves) shall be worn; setting or soaking periods shall be adhered to; and rinsing shall occur if directed.
- A current comprehensive list and three complete hardcopy sets of Material Safety Data Sheets (MSDS) for all appropriate janitorial products shall be provided to a designated MTD employee for inclusion in its applicable MSDS libraries.

D. Work Accountability. The Contractor will be provided with accountability check-off sheets (punch list) which are provided at Appendix J and which individual janitorial personnel will use to indicate work performed on a daily basis. The completed check-off sheets will be certified by a supervisor of the contractor’s employees and submitted weekly to a designated MTD employee. The punch list will remain on the counter top of the reception desk after daily use and a new list will be put into service each week on a day to be specified by MTD. Other instructions regarding use of the punch list and reporting requirements are indicated in Appendix J.

V. JANITORIAL EQUIPMENT & SUPPLIES

A. Contractor-Provided Equipment & Supplies—All janitorial equipment and supplies necessary to carry out this SOW, except those listed in B below, shall be provided by the Contractor. Equipment and supplies shall be maintained in good working condition; cleaned when appropriate; and repaired or replaced when no longer able to effectively carry out its function.

B. MTD-Provided Supplies—MTD shall provide or make available to the Contractor the following items:

- | | |
|-------------------------|---|
| Graffiti Remover | Paper Towel Dispenser Batteries |
| Air Freshener Batteries | Garbage/Recyclable Receptacles (not liners) |

C. Equipment & Supplies Storage—MTD shall provide one janitorial closet in the Administration Building and one at the Transit Center (identified on the applicable floor plans in the Appendices). Each closet shall contain shelving and floor space for equipment and supplies; and a janitor’s floor sink with a hot and cold water faucet.

VI. CONSUMABLE SUPPLIES

A. Types—The Contractor shall provide and restock per the task listings in the Appendices the following consumable supplies for bathrooms, kitchens/lounges and garbage/recyclable receptacles:

- Toilet Paper
- Toilet Seat Covers
- Air Freshener Aerosol
- Paper Towels
- Hand Soap
- Receptacle Liners

B. Consumable Ordering—MTD shall provide the Contractor with a listing of consumable supplies by vendor, brand name and product line, which the Contractor shall order, stock and resupply as necessary. It is the intent of MTD to use a single vendor through a governmental contract or schedule for all such supplies in order to secure more favorable pricing. In such case, it will likely be necessary for MTD, as the governmental agency, to directly issue purchase orders to and pay the vendor. Regardless, the Contractor shall retain responsibility for managing the consumable supplies inventory which, if necessary, shall include providing MTD with timely ordering information for purchase orders. For these services, on a monthly basis the Contractor shall be paid a fee that shall be calculated as a fixed percent of the total gross cost (i.e., before tax and freight) of all applicable consumable supplies invoiced in the prior month, whether ordered or paid directly by MTD or the Contractor. Any consumable supplies invoices paid directly by the Contractor on behalf of MTD shall be reimbursed by MTD to the Contractor at the invoice amount paid by the Contractor.

C. Consumable Storage—As allowed by relevant laws and regulations, consumable supplies may be stored in the janitorial closets identified above in *Paragraph V(C): Equipment & Supplies Storage*. Additional storage for consumable supplies shall be provided in the storage room on the first floor of the Administration Building adjacent to Driver's Lounge (see Appendix F). Such supplies storage shall be strictly limited to the MTD-specified area of this room, as it is primarily used to store non-janitorial supplies. The Contractor shall be responsible for any additionally required off-site storage space needs.

D. Hand Soap—Restrooms at the Transit Center have wall-mounted hand soap dispensers that the Contractor shall refill from bulk product. At this time all wall-recessed dispensers at the Olive Terminal have been discontinued, although this is subject to change. Currently, all bathrooms use bulk wall-mounted soap dispensers.

E. Air Freshener—All restrooms contain one or two battery-operated wall-mounted air freshener dispensers utilizing a 6 ounce aerosol can. Batteries, provided by MTD, shall also be replaced by Contractor as necessary.

F. Receptacle Liners—Liners shall be of the appropriate size and type for the receptacle. Dark, opaque liners shall be used for garbage receptacles; clear liners shall be used for applicable recyclable receptacles. Similar characteristics shall be used for any bulk garbage/recyclable bags. Note that most offices contain blue wastebasket-style recyclable containers that are not and do not need to be lined.

G. Paper Towels—To avoid outages in kitchen areas which experience high usage of paper towels, additional stock will be placed in each kitchen.

VII. CONTRACTOR EMPLOYEE REQUIREMENTS

A. Primary Contact—Contractor shall designate a person that will be the primary single point of contact for all janitorial service-related issues. MTD shall be provided with a telephone number for reaching the primary contact in the event of an emergency. When the primary contact is unavailable for planned absences, MTD shall be provided the name and means to contact the backup single point of contact. The Contractor shall respond within 20 minutes of a call being made by MTD to the designated person, whether direct contact is made or a message is left.

B. Hiring Standards—Given that Contractor employees will have unmonitored access to and be performing unmonitored services in MTD facilities, the Contractor is expected to implement comprehensive hiring and

screening standards. At a minimum, Contractor shall impose the following hiring standards for any Contractor employee provided access to MTD property or performing any services under this SOW on MTD property:

- Legal right to work in the United States
- Ability to speak, understand, read and write English
- Adequate work and personal references for ability and character
- Negative screening for illegal drugs including marijuana metabolites, cocaine metabolites, opiate metabolites, phencyclidine, and amphetamines
- No convictions of unsuitable offenses (e.g., grand theft, burglary, etc.) determined by criminal background check for all felony and misdemeanor convictions

C. Dress & Identification—At all times while on MTD property, Contractor employees shall adhere to the following uniform and attire standards:

- Wear either a company uniform or shirt and photo ID badge that identifies them as employees of the Contractor
- Be appropriately and safely dressed (e.g., no sandals, “tank tops,” or shirt graphics in bad taste)
- Be groomed and follow hygiene practices that adhere to common local standards
- Must wear MTD-provided reflective vest at all times in the bus yard (outdoor area within MTD fences)

D. Code of Conduct—Contractor employees shall conduct themselves in a professional and ethical manner at all times when providing services on MTD property. Certain conduct, including the following, is considered unacceptable and will result in forbidding such employee from carrying out further services on MTD property:

- Theft or unauthorized removal of money or property from MTD, its employees, passengers or anyone else on MTD property.
- Embezzlement, bribery and other similar forms of dishonesty.
- Possession of any dangerous, unauthorized materials, such as explosives, firearms or other similar items on MTD property.
- Gross negligence, gross carelessness, or willful acts, which result in damage to MTD employees, its passengers, or MTD property or equipment.
- Violation of safety or health rules, or engaging in conduct that creates a safety or health hazard.
- Knowingly harboring or refusing treatment of a disease or other physical condition that endangers MTD employees, passengers, or anyone else on MTD property.
- Obscene, abusive, intimidating, disruptive, derogatory, or threatening language or behavior with MTD employees, customers, passengers or anyone else on or adjacent to MTD property.

Following are additional examples of behavior that may result in prohibiting a Contractor employee from carrying out services on MTD property:

- | | |
|---|---|
| • Smoking in prohibited areas* | • Striking anyone with a hand, fist or object |
| • Sleeping on the job | • Interfering with an MTD employee's work |
| • Unauthorized use of MTD telephones | • Unauthorized use/misuse of MTD equipment |
| • Failure to display common courtesy | • Release of confidential MTD information |
| • Fighting, either verbally or physically | • Harassment toward another individual |

* At Olive Terminal, smoking is only allowed in the designated area adjacent to the bus wash (see Appendix A). Smoking is not allowed anywhere on the Transit Center property.

Other offenses not on these lists may be perceived as serious even if they are of a lesser nature. If warnings have previously been issued, these multiple lesser offenses may result in prohibition from MTD property. MTD retains the right to prohibit a Contractor employee from performing work on MTD property for other reasonable causes. This section is not meant to provide an exhaustive list of unacceptable conduct. Contractor employees

are expected to comply with applicable laws, use common sense, and adhere to the precepts of common decency at all times.

E. Accessibility & Security—Contractor and its employees shall keep in mind and, to the extent applicable, follow practices that ensure the security and safety of MTD facilities, equipment and personnel. To this end, the following accessibility and security standards and practices shall be implemented:

- Keys—Contractor primary contact shall be issued two copies of all keys necessary to gain access to areas, rooms, closets, cabinets or fixtures required to perform this SOW. It is expected that one set will be issued to the lead Contractor employee assigned to the MTD facilities. Given that this will likely be two separate lead janitors because there are two MTD sites subject to this SOW, this may in some instances necessitate the issuance of more than two copies of some keys. The primary contact or other appropriate Contractor employee or location shall have the second set of keys, which shall be available for supervisory oversight, emergencies, or for issuance to Contractor employees covering for lead janitor absences. The following standards and restrictions apply to MTD keys:
 - Contractor shall not make copies of any MTD keys unless specifically authorized by MTD. Under most circumstances, necessary key additions or replacements shall be provided by MTD.
 - Lost, misplaced, or stolen keys shall be reported to MTD. Exterior door key losses shall be reported immediately; for other keys, MTD shall be informed no later than the following business day.
 - Keys shall at all times be kept secure and not available to persons other than those they are issued to.
 - Contractor is expected to have in place a detailed recordkeeping system for tracking and issuing keys.
 - Contractor shall incur all expenses associated with rekeying MTD facilities in the event of key losses.
- Key Codes—The Driver's unisex restrooms at the Transit Center may only be accessed by key code. The key code will be provided to the primary contact, who will issue it to Contractor employees as necessary. Two doors on the first floor of the Administration Building may also be unlocked using a manually entered key code. However, because keys open such doors, the code will not be issued to the Contractor.
- Alarms—MTD will discuss security alarm issues with and provide necessary security alarm access codes to the Contractor prior to implementation of janitorial services provided under this SOW.
- Other Issues—The Contractor and relevant employees shall follow or be aware of the following:
 - Unless informed otherwise by MTD or it is during regular business hours, all doors shall be closed and locked after completing janitorial services. Doors, including those to offices and the key-coded first floor lobby door of the Administration Building, shall not be propped open at any time. For security purposes Contractor employees must lock down each space as they leave it. Contractor employees shall verify that exterior doors, including the upstairs balcony doors in the conference room of the Administration Building, are closed and locked. Doors that shall not be locked generally include bathrooms and lounges/kitchens. MTD shall provide more specific direction upon implementation of the contract.
 - Contractor employees shall not provide access or entry to any locked building or room to anyone, including MTD employees, other than Contractor employees performing janitorial services.
 - In the event of an emergency, Contractor employees may use MTD telephones for calling 9-1-1. In nearly all instances, it will be necessary to dial a nine (9) prior to entering 9-1-1.

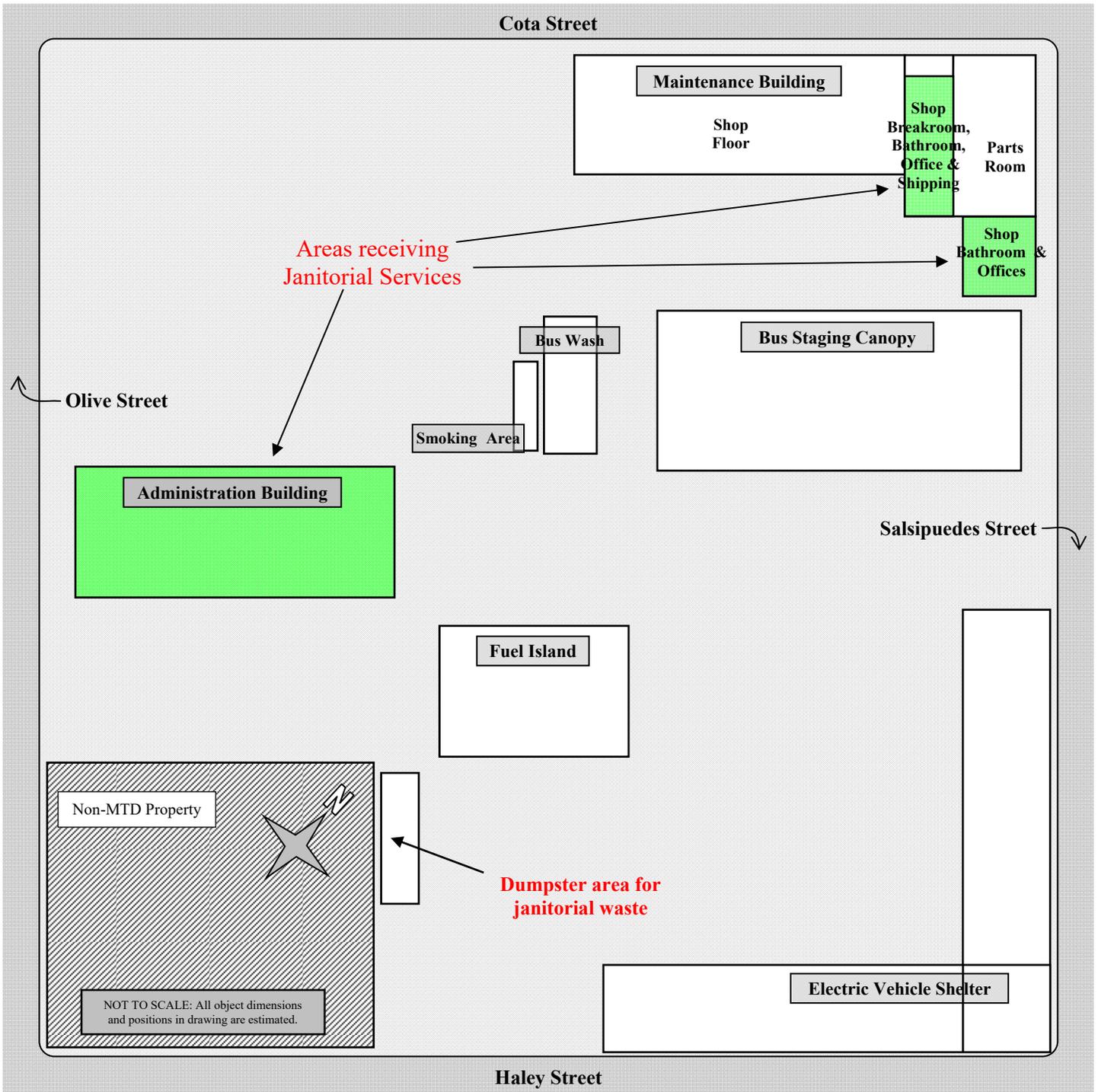
VIII. CONTRACT OPTIONS

Near the end of the initial contract term and near the end of the first option period (if it has been exercised), MTD will conduct an analysis to determine if it is in its best interest to exercise the first or second option as applicable. During this process, the Contractor may be asked to provide information to assist MTD and, if so, will provide it. Exercise of an option will be solely at the discretion of MTD. It is anticipated the Contractor will be notified of MTD's decision at least 30 calendar days prior to expiration of the then current contract period.

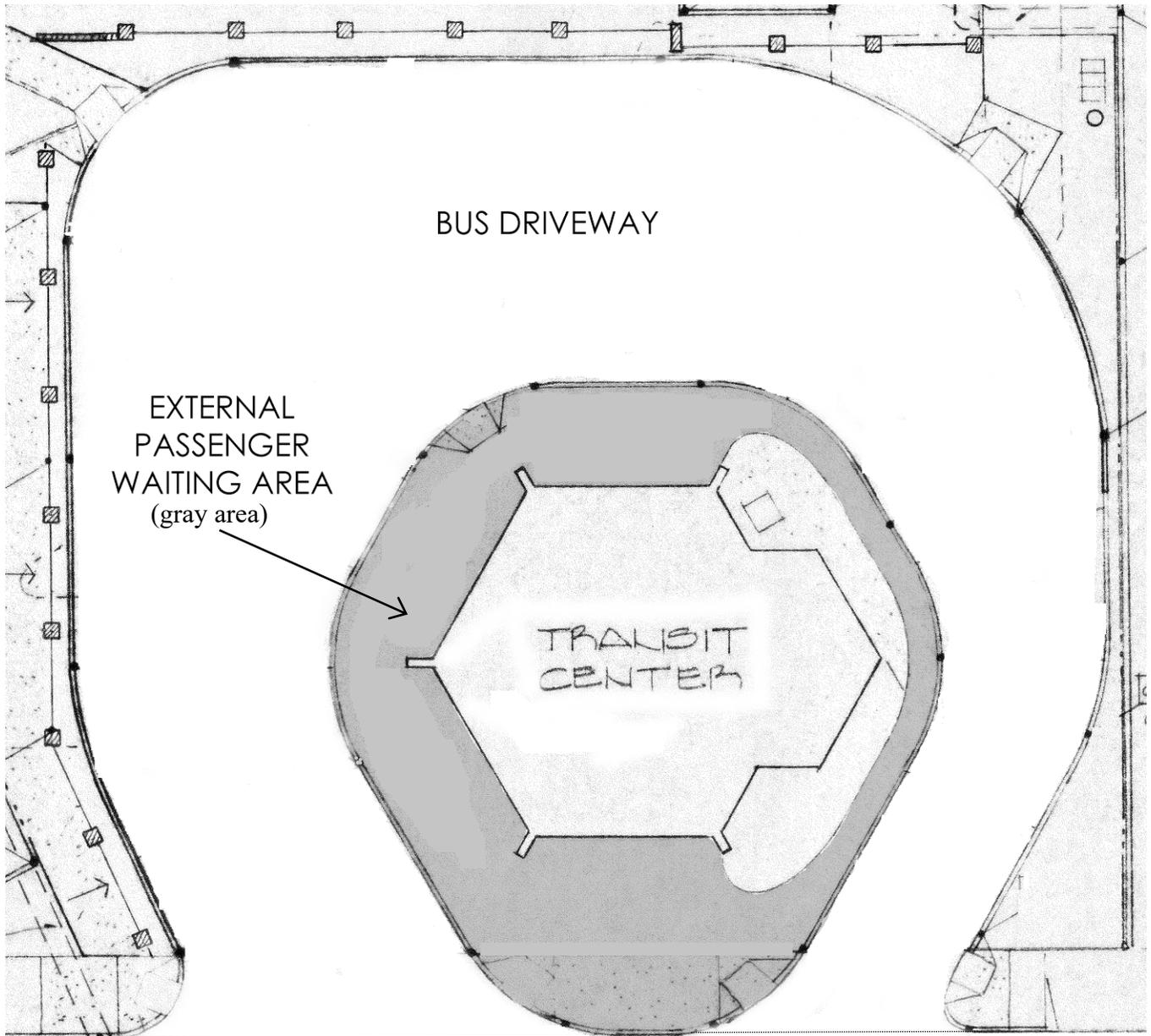
End of Statement of Work Text (Also See Appendices A-I Attached)

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Appendix A Olive Terminal Site Plan



**Appendix B
Transit Center Site Plan**



CHAPALA STREET

<p>Transit Center Exterior Service Schedule</p> <p><u>Gray Area:</u> Everyday (after 8 PM)</p> <p>All services completed by 10 PM</p>
--

Appendix C

Janitorial Task & Frequency Schedule

Sorted By Task Type (Page 1 of 2)

	All	Olive Terminal				Transit Center	
	Bathrooms	Offices	Meeting Rooms	Entries, Stairs, Hallways, Exterior	Lounges & Kitchens	Building Interior	Building Exterior
FLOORS							
Dispose of all debris & trash on floors	Daily	Tues & Fri	Daily	Daily	Daily	Daily	Daily
Vacuum carpeted floors, mats & runners (Note 1)	--	Tues & Fri	Daily	Daily	Daily	Note 1	--
Dust-mop or vacuum non-carpeted floors (Note 2)	Daily	Tues & Fri	Daily	Daily	Daily	Daily	--
Damp-mop, disinfect & deodorize non-carpeted floors (Note 2)	Daily	Tues & Fri	Daily	Daily	Daily	Daily	--
Sweep exterior passenger waiting area including under benches & trash	--	--	--	--	--	--	Daily
Strip, seal & wax passenger waiting area tile floor	--	--	--	--	--	--	--
Strip bathroom floors & Maint bldg employee lounge (breakroom) (Note 3)	Apr/Aug/Dec	--	--	--	Apr/Aug/Dec	--	--
Strip & polish rear stairwell	--	--	--	Mar & Sep	--	--	--
Shampoo carpets	--	Jan/Apr/Oct	Jan/Apr/Oct	Jan/Apr/Oct	Jan/Apr/Oct	Jan/Apr/Oct	--
Spot clean carpets	--	Tues & Fri	Daily	Daily	Daily	Daily	--
Buff tile in Admin Bldg (Note 13)	--	--	--	Mar/Sep	--	--	--
Deep clean grout in Admin Bldg (Note 13)	--	--	--	Dec	--	--	--
WALLS, DOORS & WINDOWS							
Spot clean walls, doors & partitions including Admin Building stairwells	Daily	Tues & Fri	Daily	Daily	Daily	Daily	--
Spot clean partition & TC plate glass up to 7'	--	Tues & Fri	Daily	Daily	Daily	Daily	Daily
Clean door glass & mirrors	Daily	Tues & Fri	Daily	Daily	--	Daily	Daily
Dust window & partition sills	--	Tues & Fri	Daily	Daily	Daily	Daily	Daily
Clean graffiti from bathroom walls, ceiling, stalls, fixtures, etc.	as needed	--	--	--	--	--	--
Clean partition & bulletin board glass up to 9'	--	Weekly	Weekly	Weekly	Weekly	Weekly	Monthly
Clean & disinfect toilet stalls/partitions & nearby tile walls	Weekly	--	--	--	--	--	--
Clean, disinfect & polish complete elevator	--	--	--	Weekly	--	--	--
Clean interior wall & partition windows (glass) up to 9'	--	Weekly	Weekly	Weekly	Weekly	--	--
Clean doors including frame & hardware (Note 4)	Weekly	Monthly	Monthly	Monthly	Monthly	Monthly	--
Dust ceilings, non-tile walls & vents	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	--
Clean & disinfect tile walls	Monthly	--	--	--	Monthly	--	--
Damp-wipe baseboards, window sills & partition sills	--	Monthly	Monthly	Monthly	Monthly	Monthly	--
Clean inside of exterior wall windows & both sides of TC plate glass windows	--	Jan & Jul	Jan & Jul	Jan & Jul	Jan & Jul	--	Monthly
FIXTURES & FURNITURE							
Empty wastebaskets	Daily	Tues & Fri	Daily	Daily	Daily	Daily	Daily
Reline wastebaskets	Daily	Friday	Friday	Friday	Daily	Daily	Daily
Clean, disinfect & polish stainless steel, chrome & anodized fixtures (Note 6)	Daily	--	--	Daily	Daily	Daily	--
Clean & disinfect toilets, urinals & basins	Daily	--	--	--	Daily	--	--
Restock paper towels, toilet paper, seat covers & hand soap (Note 7)	Daily	Tues & Fri	Daily-	--	Daily	--	--
Dust horizontal surfaces of furniture, cabinets & countertops (Note 8)	--	Tues & Fri	Daily	Daily	Daily	Daily	--
Damp-wipe all visible surfaces of <u>non-wood</u> furniture, cabinets & countertops	Daily	Weekly	Weekly	Weekly	Weekly	Weekly	--
Vacuum upholstered furniture	--	Weekly	Weekly	Weekly	Weekly	Weekly	--
Clean & disinfect passenger benches	--	--	--	--	--	Weekly	Weekly
Clean & disinfect shower floors, walls, curtains & fixtures	Weekly	--	--	--	--	--	--
Clean & disinfect trash & recycling housing & receptacles (Note 9)	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly
Clean & polish all visible surfaces of wood furniture & banister	--	Monthly	Monthly	Monthly	Monthly	--	--
Clean & disinfect telephone handsets	--	Monthly	Monthly	--	Monthly	Monthly	--
Shampoo & extract dirt from all upholstered chairs	--	Jan & Jul	Jan & Jul	--	Jan & Jul	Jan & Jul	--
Clean non-ceiling light fixtures & sconces	Feb & Aug	Feb & Aug	Feb & Aug	Feb & Aug	Feb & Aug	Feb & Aug	--
Vacuum blinds & curtains	--	Mar & Sep	Mar & Sep	Mar & Sep	Mar & Sep	Mar & Sep	--
Clean & disinfect vents, registers, grills & louvers	Jan/Apr/Oct	Jan/Apr/Oct	Jan/Apr/Oct	Jan/Apr/Oct	Jan/Apr/Oct	Jan/Apr/Oct	--
Clean & disinfect 4 kitchen refrigerators (upstairs, drivers' room, conf. room & Maint.)	--	--	--	--	Note 10	--	--

Table Continued on Page 2

Appendix C

Janitorial Task & Frequency Schedule

Sorted By Task Type (Page 2 of 2)

	All	Olive Terminal			Transit Center		
	Bathrooms	Offices	Meeting Rooms	Entries, Stairs, Hallways, Exterior	Lounges & Kitchens	Building Interior	Building Exterior
EXTERIOR							
Wipe down patio furniture	--	--	--	Weekly	--	--	--
Empty cigarette receptacles in designated smoking area in Maintenance yard	--	--	--	Weekly	--	--	--
Empty trash receptacles (Note 5)	--	--	--	Tues & Fri	--	--	--
Reline trash receptacles (Note 5)	--	--	--	Weekly	--	--	--

Note 1: Transit Center to be vacuumed on Tuesdays, Thursdays & Saturdays.

Note 2: Includes front & rear stair steps & elevator in Admin Building stairs; **once per week, remove mats & runners before vacuuming/mopping.**

Note 3: **Admin Building upstairs & lobby bathrooms only once per year (Dec);** all other bathrooms 3 times per year (Apr, Aug & Dec); polish Maint. lounge

Note 4: Polish metal handles, knobs, push plates & kick plates.

Note 5: Includes Admin Bldg exterior trash receptacles/ash tray at front & rear entrances & front patio, but only on Tues & Fri.

Note 6: Includes drinking fountains, paper towel dispensers, trash receptacles & stairway handrails.

Note 7: Ensure additional stock of paper towels in 3 kitchen areas to avoid outages.

Note 8: Only unobstructed surfaces; do not move papers or other items; does **NOT** include desktops & office equipment on them. Dust & straighten picture frames

Note 9: Includes the metal housing & lids of the exterior receptacles at both the Administration Building and the Transit Center.

Note 10: Clean & disinfect twice yearly & wet wipe weekly.

Note 13 Includes front stairwell; top landing and reception area; first floor entry, hallway & restrooms..

Appendix D Janitorial Task & Frequency Schedule Sorted By Frequency (Page 1 of 2)

	All	Olive Terminal					Transit Center	
	Bathrooms	Offices	Meeting Rooms	Entries Stairs Hallways,	Lounges & Kitchens	Building Exterior	Building Interior	Building Exterior
DAILY								
Clean graffiti from bathroom walls, ceiling, stalls, fixtures, etc.	as needed							
Dispose of all debris & trash on floors	X	Tues & Fri	X	X	X		X	X
Empty wastebaskets and exterior trash receptacles (Note 5)	X	Tues & Fri	X	X	X	Tues & Fri	X	X
Reline wastebaskets and exterior trash receptacles (Note 5)	X	Friday	Friday	Friday	X	Fri	X	X
Dust-mop or vacuum non-carpeted floors (Note 2)	X	Tues & Fri	X	X	X		X	
Damp-mop, disinfect & deodorize non-carpeted floors (Note 2)	X	Tues & Fri	X	X	X		X	
Vacuum carpeted floors, mats & runners (Note 1)		Tues & Fri	X	X	X		Note 1	
Clean door glass & mirrors	X	Tues & Fri	X	X			X	X
Dust horizontal surfaces of furniture, cabinets & countertops (Note 8)		Tues & Fri	X	X	X		X	
Spot clean walls, doors & partitions including Admin Building stairwells	X	Tues & Fri	X	X	X		X	
Spot clean partition & TC plate glass up to 7'		Tues & Fri	X	X	X		X	X
Dust window & partition sills		Tues & Fri	X	X	X		X	X
Clean, disinfect & polish stainless steel, chrome & anodized fixtures (Note 6)	X			X	X		X	
Clean & disinfect toilets, urinals & basins	X				X			
Restock paper towels, toilet paper, seat covers & hand soap (Note 7)	X		X		X			
Damp-wipe all visible surfaces of <u>non-wood</u> furniture, cabinets & countertops	X							
Sweep exterior passenger waiting area								X
Spot clean carpets		Tues & Fri	X	X	X		X	
Empty trash receptacles on front patio				Tues & Fri				
Empty trash receptacles outside front entrance door				Tues & Fri				
Empty trash receptacles outside rear entrance				Tues & Fri				
WEEKLY								
Damp-wipe all visible surfaces of <u>non-wood</u> furniture, cabinets & countertops			X	X	X		X	
Clean partition & bulletin board glass up to 9'			X	X	X		X	X
Vacuum upholstered furniture			X	X	X		X	
Wipe down patio furniture						Monday		
Empty cigarette receptacles in designated smoking area in Maintenance yard						Monday		
Clean, disinfect & polish complete elevator				X				
Clean & disinfect toilet stalls/partitions & nearby tile walls	X							
Clean & disinfect shower floors, walls, curtains & fixtures	X							
Clean doors including frame & hardware (Note 4)	X							
Clean & disinfect passenger benches							X	X
Clean interior wall & partition windows (glass) up to 9'			X	X	X			
Clean & disinfect 4 kitchen refrigerators (upstairs, drivers' room, conf.. room & Maint.)					Note 10			
MONTHLY								
Clean & disinfect trash & recycling housing & receptacles (Note 9)	X		X	X	X		X	X
Dust ceilings, non-tile walls & vents	X		X	X	X		X	
Clean doors including frame & hardware (Note 4)			X	X	X		X	
Damp-wipe baseboards, window sills & partition sills			X	X	X		X	
Clean & polish all visible surfaces of wood furniture & banister			X	X	X			
Clean & disinfect telephone handsets			X		X		X	
Clean & disinfect tile walls	X				X			
Clean both sides of TC plate glass windows							X	X
THRICE-ANNUALLY								
Clean & disinfect vents, registers, grills & louvers	Jan/Apr/Oct		Jan/Apr/Oct	Jan/Apr/Oct	Jan/Apr/Oct		Jan/Apr/Oct	
Shampoo carpets			Jan/Apr/Oct	Jan/Apr/Oct	Jan/Apr/Oct		Jan/Apr/Oct	
Strip bathroom floors & Maint. bldg. employee lounge (breakroom) (Note 3)	Apr/Aug/Dec				Apr/Aug/Dec			

Table Continued on Page 2

Appendix D

Janitorial Task & Frequency Schedule

Sorted By Frequency (Page 2 of 2)

	All	Olive Terminal					Transit Center	
	Bathrooms	Offices	Meeting Rooms	Entries Stairs, Hallways	Lounges & Kitchens	Building Exterior	Building Interior	Building Exterior
SEMI-ANNUALLY								
Clean inside of exterior wall windows			Jan & Jul	Jan & Jul	Jan & Jul			
Clean non-ceiling light fixtures & sconces	Feb & Aug		Feb & Aug	Feb & Aug	Feb & Aug		Feb & Aug	
Vacuum blinds & curtains			Mar & Sep	Mar & Sep	Mar & Sep		Mar & Sep	
Shampoo & extract dirt from all upholstered chairs			Jan & Jul		Jan & Jul		Jan & Jul	
Strip, seal & wax passenger waiting area tile floor							Jun & Dec	
Strip & polish rear stairwell				Mar & Sep				
Clean & disinfect 4 kitchen refrigerators (upstairs, drivers' room, conf. room & Maint.)					Note 10			
Buff tile in Admin Bldg (Note 13)				Mar/Sep				
ANNUALLY								
Deep clean grout in Admin Bldg (Note 13)				Dec				

Note 1: Transit Center to be vacuumed on Tuesdays, Thursdays & Saturdays.

Note 2: Includes front & rear stair steps & elevator in Admin Building stairs; **once per week, remove mats & runners before vacuuming/mopping.**

Note 3: **Admin Building upstairs & lobby bathrooms only once per year (Dec);** all other bathrooms 3 times per year (Apr, Aug & Dec); polish Maint. lounge

Note 4: Polish metal handles, knobs, push plates & kick plates.

Note 5: Includes Admin Bldg exterior trash receptacles/ash tray at front & rear entrances & front patio, but only on Tues & Fri.

Note 6: Includes drinking fountains, paper towel dispensers, trash receptacles & stairway handrails.

Note 7: Ensure additional stock of paper towels in 3 kitchen areas to avoid outages.

Note 8: Only unobstructed surfaces; do not move papers or other items; does **NOT** include desktops & office equipment on them. Dust & straighten picture frames

Note 9: Includes the metal housing & lids of the exterior receptacles at both the Administration Building and the Transit Center.

Note 10: Clean & disinfect twice yearly & wet wipe weekly.

Note 13 Includes front stairwell; top landing and reception area; first floor entry, hallway & restrooms..

Appendix E Janitorial Task & Frequency Schedule Sorted By Site (Page 1 of 2)

OLIVE TERMINAL	Daily	Weekly	Monthly	Semi-Annual	Thrice-Annually	Annually
Dispose of all debris & trash on floors (Note 11)	X					
Empty wastebaskets and exterior trash receptacles (Notes 5, 11)	X					
Reline wastebaskets and exterior trash receptacles (Notes 5, 12)	X					
Dust-mop or vacuum non-carpeted floors (Notes 2, 11)	X					
Damp-mop, disinfect & deodorize non-carpeted floors (Notes 2,11)	X					
Vacuum carpeted floors, mats & runners (Note 11)	X					
Spot clean walls, doors & partitions including Admin Building stairwells (Note 11)	X					
Clean door glass & mirrors (Note 11)	X					
Clean, disinfect & polish stainless steel & anodized fixtures (Note 6)	X					
Restock paper towels, toilet paper, seat covers & hand soap (Note 7)	X					
Dust horizontal surfaces of furniture, cabinets & countertops (Notes 8, 11)	X					
Spot clean partition & t glass up to 7' (Note 11)	X					
Dust window & partition sills (Note 11)	X					
Clean & disinfect toilets, urinals & basins	X					
Spot clean carpets (Note 11)	X					
Damp-wipe all visible surfaces of <u>non-wood</u> furniture, cabinets & countertops	bathrooms	all other				
Damp-wipe 4 kitchen refrigerators (upstairs, drivers' room, confer. room & Maint.)		Note 10				
Clean & disinfect toilet stalls/partitions & nearby tile walls		X				
Clean & disinfect shower floors, walls, curtains & fixtures		X				
Clean partition, & bulletin board glass up to 9'		X				
Vacuum upholstered furniture		X				
Clean, disinfect & polish complete elevator		X				
Clean & disinfect shower floors, walls, curtains & fixtures		X				
Clean interior wall & partition windows (glass) up to 9'		X				
Wipe down patio furniture		X				
Empty cigarette receptacles in designated smoking area in Maintenance yard		X				
Clean doors including frame & hardware (Note 4)		bathrooms	all other			
Dust ceilings, non-tile walls & vents			X			
Clean & disinfect tile walls			X			
Clean & disinfect trash & recycling housing & receptacles (Note 9)			X			
Damp-wipe baseboards, window sills & partition sills			X			
Clean & disinfect telephone handsets			X			
Clean & polish all visible surfaces of wood furniture & banister			X			
Clean & disinfect 4 kitchen refrigerators (upstairs, drivers' room, conf.. room & Maint.)				Note 10		
Clean inside of exterior wall windows				Jan & Jul		
Clean non-ceiling light fixtures & sconces				Feb & Aug		
Vacuum blinds & curtains				Mar & Sep		
Shampoo & extract dirt from all upholstered chairs				Jan & Jul		
Strip & polish rear stairwell				Mar & Sep		
Buff tile in Admin Bldg (Note 13)				Mar & Sep		
Clean & disinfect vents, registers, grills & louvers					Jan/Apr/Oct	
Shampoo carpets					Jan/Apr/Oct	
Strip bathroom floors & Maint. bldg. employee lounge (breakroom) (Note 3)					Apr/Aug/Dec	
Deep clean grout in Admin Bldg (Note 13)						Dec

Note 2: Includes front & rear stair steps & elevator in Admin Building stairs; **once per week, remove mats & runners before vacuuming/mopping.**

Note 3: **Admin Building upstairs & lobby bathrooms only once per year (Dec);** all other bathrooms 3 times per year (Apr, Aug & Dec); polish Maint. lounge

Note 4: Polish metal handles, knobs, push plates & kick plates.

Note 5: Includes Admin Bldg exterior trash receptacles/ash tray at front & rear entrances and front patio, but only on Tues & Fri.

Note 6: Includes drinking fountains, paper towel dispensers, trash receptacles & stairway handrails.

Note 7: Ensure additional stock of paper towels in 3 kitchen areas to avoid outages.

Note 8: Only unobstructed surfaces; do not move papers or other items; does **NOT** include desktops & office equipment on them. Dust & straighten picture frames

Note 9: Includes the metal housing & lids of the exterior receptacles at both the Administration Building and the Transit Center.

Note 10: Clean & disinfect twice yearly & wet wipe weekly.

Note 11: Offices on Tuesdays & Fridays only; elsewhere daily or as described in other notes.

Note 12: Reline wastebaskets daily in bathrooms & lounges/kitchens; only on Fridays elsewhere (including exterior trash receptacles).

Note 13 Includes front stairwell; top landing and reception area; first floor entry, hallway & restrooms.

Appendix E
Janitorial Task & Frequency Schedule
Sorted By Site (Page 2 of 2)

TRANSIT CENTER	Daily	Weekly	Monthly	Semi-Annual	Trice-Annually
Clean graffiti from bathroom walls, ceiling, stalls, fixtures, etc.	as needed				
Vacuum carpeted floors, mats & runners	Tues/Thurs/Sat				
Dispose of all debris & trash on floors	X				
Empty wastebaskets	X				
Reline wastebaskets	X				
Dust-mop or vacuum non-carpeted floors (Note 2)	X				
Damp-mop, disinfect & deodorize non-carpeted floors (Note 2)	X				
Spot clean walls, doors & partitions	X				
Clean door glass & mirrors	X				
Clean, disinfect & polish stainless steel, chrome & anodized fixtures (Note 6)	X				
Restock paper towels, toilet paper, seat covers & hand soap	X				
Dust horizontal surfaces of furniture, cabinets & countertops (Note 8)	X				
Spot clean partition & plate glass up to 7'	X				
Dust window & partition sills	X				
Sweep exterior passenger waiting area	X				
Clean & disinfect toilets, urinals & basins	X				
Spot clean carpets	X				
Damp-wipe all visible surfaces of <u>non-wood</u> furniture, cabinets & countertops	bathrooms	all other			
Clean & disinfect toilet stalls/partitions & nearby tile walls		X			
Clean & disinfect shower floors, walls, curtains & fixtures		X			
Clean partition & bulletin board glass up to 9'		X			
Vacuum upholstered furniture		X			
Clean & disinfect passenger benches		X			
Clean doors including frame & hardware (Note 4)		bathrooms	all other		
Dust ceilings, non-tile walls & vents			X		
Clean & disinfect trash & recycling housing & receptacles (Note 9)			X		
Damp-wipe baseboards window sills & partition sills			X		
Clean & disinfect telephone handsets			X		
Clean both sides of plate glass windows			X		
Clean non-ceiling light fixtures & sconces				Feb & Aug	
Vacuum blinds & curtains				Mar & Sep	
Shampoo & extract dirt from all upholstered chairs				Jan & Jul	
Strip, seal & wax passenger waiting area tile floor				Jun & Dec	
Clean & disinfect vents, registers, grills & louvers					Jan/Apr/Oct
Strip bathroom floors					Apr/Aug/Dec
Shampoo carpets					Jan/Apr/Oct

Note 2: Includes front & rear stair steps & elevator in Admin Building stairs; **once per week, remove mats & runners before vacuuming/mopping.**

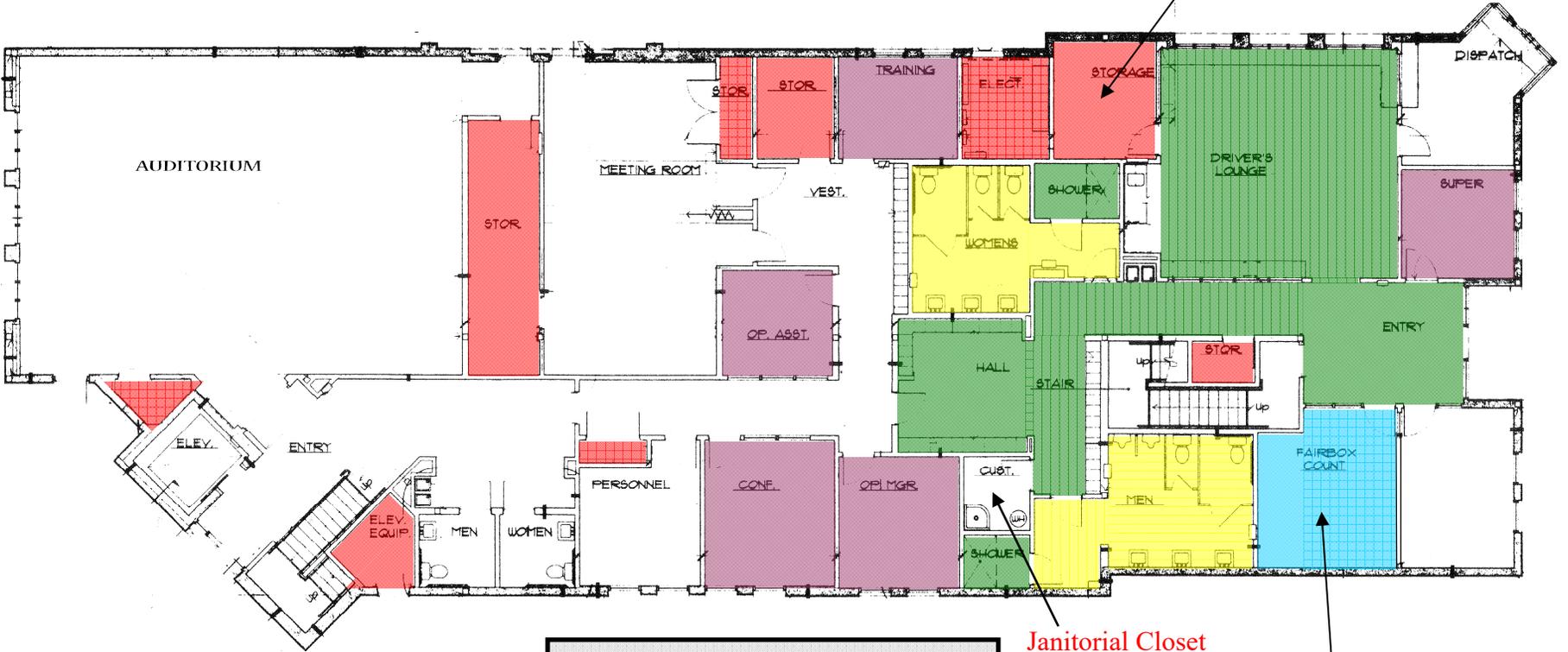
Note 4: Polish metal handles, knobs, push plates & kick plates.

Note 6: Includes drinking fountains, paper towel dispensers, trash receptacles & stairway handrails.

Note 8: Only unobstructed surfaces; do not move papers or other items; does **NOT** include desktops & office equipment on them. Dust & straighten picture frames

Note 9: Includes the metal housing & lids of the exterior receptacles at both the Administration Building and the Transit Center

Appendix F Administration Building Floor Plan of 1st Floor



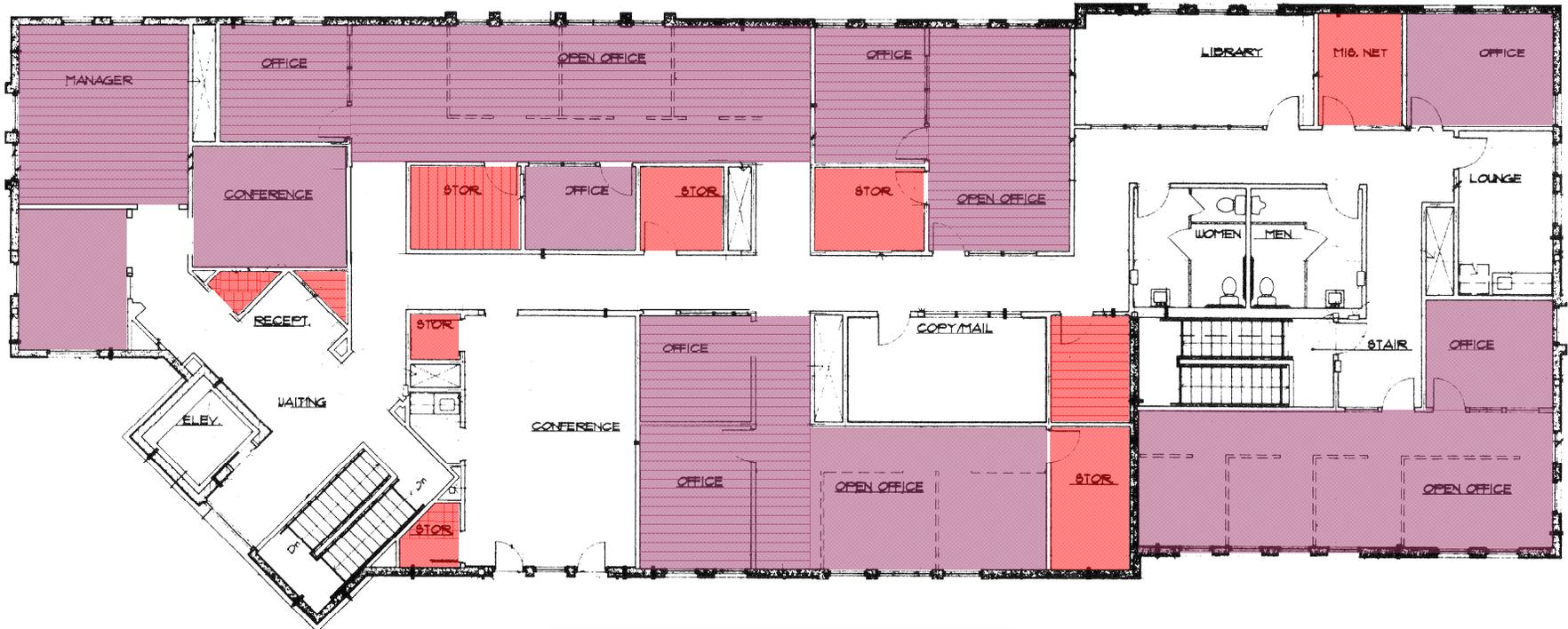
Limited Consumable
Supplies Storage

Janitorial Closet

Fare Counting Room

Administration Building 1 st Floor Service Schedule	
<u>No Shade:</u>	Mon-Fri (after 6 PM)
<u>Plum:</u>	Tues & Fri (after 6 PM)
<u>Green:</u>	Everyday (after 10 PM)
<u>Yellow:</u>	Twice Everyday (between 11 AM & 1 PM and after 10 PM)
<u>Blue:</u>	M-F (between 11 AM & 1 PM)
<u>Red:</u>	No Services
All services completed by midnight except by 11 PM on Sundays	

Appendix G Administration Building Floor Plan of 2nd Floor

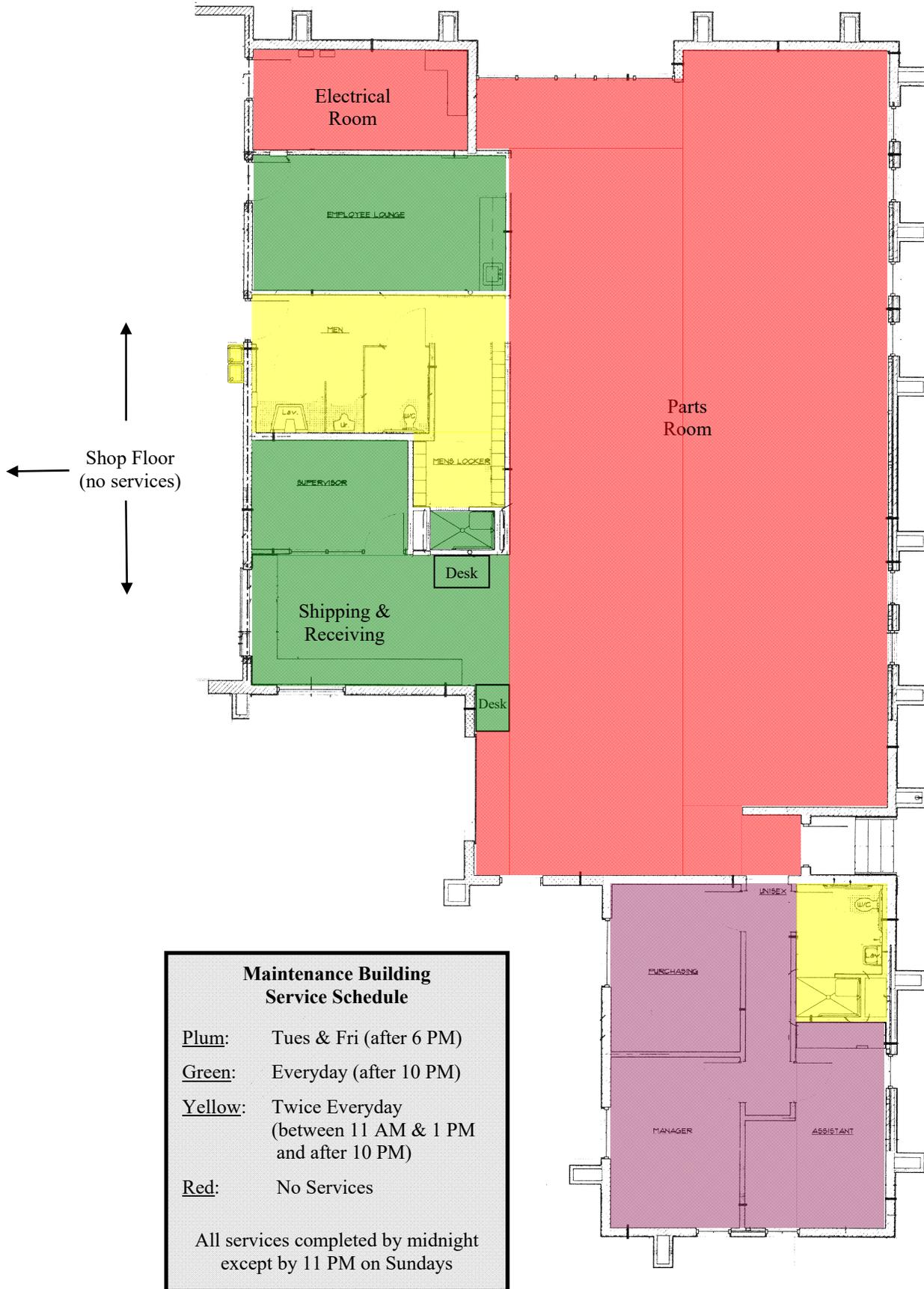


**Administration Building
2nd Floor Service Schedule**

No Shade: Mon-Fri (after 6 PM)
Plum: Tues & Fri (after 6 PM)
Red: No Services

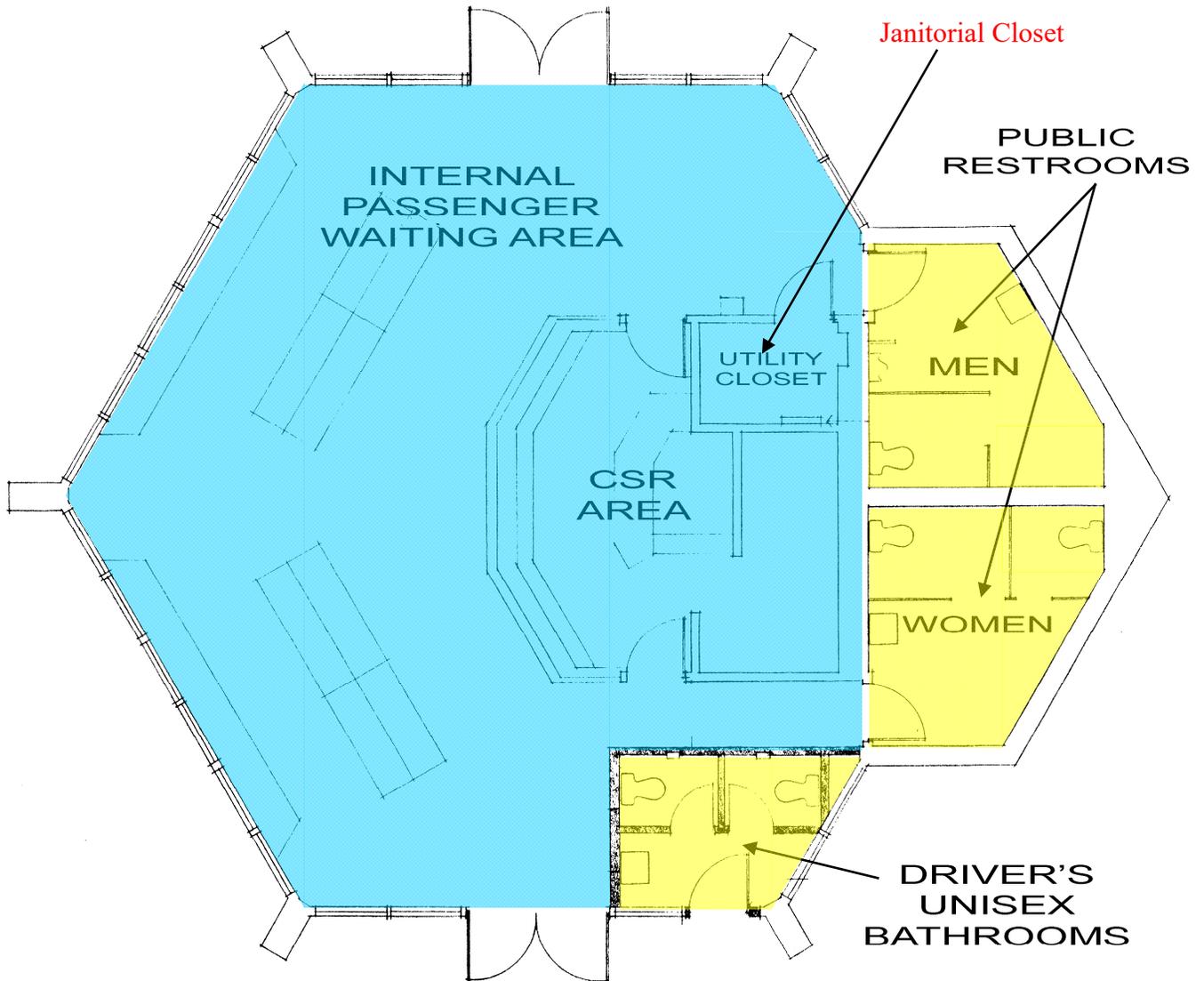
All services completed by midnight except
by 11 PM on Sundays

Appendix H Maintenance Building Floor Plan



Maintenance Building Service Schedule	
<u>Plum:</u>	Tues & Fri (after 6 PM)
<u>Green:</u>	Everyday (after 10 PM)
<u>Yellow:</u>	Twice Everyday (between 11 AM & 1 PM and after 10 PM)
<u>Red:</u>	No Services
All services completed by midnight except by 11 PM on Sundays	

Appendix I Transit Center Floor Plan



Transit Center Interior Service Schedule	
<u>Blue:</u>	Everyday (after 7 PM)
<u>Yellow:</u>	Three Times Everyday
	Mon-Fri: 9:30 to 10:30 AM, 3 to 4 PM, & after 7 PM
	Sat&Sun: 10 to 11 AM, 2 to 3 PM, & after 7 PM
	All services completed by 10 PM

Appendix J

Accountability Check-Off Sheets (Punch List)

To provide better visibility of janitorial services to be accomplished each day and better accountability that they have been provided as specified in the Agreement, the Contractor shall use the attached Accountability Check-Off Sheets, also known as the “punch list,” which are attached hereto. The punch list is intended to reflect requirements cited in the Janitorial Task & Frequency Schedules in Appendices C, D and E.

The following guidance pertains to the punch list:

1. MTD will provide an initial set of the punch list for the Contractor to make copies for use by its personnel.
2. When not in use, the punch list for the Olive Terminal will be located on the Receptionist’s desk on the second floor of the Administration Building and the punch list for the Transit Center (TC) will be located in the TC office area.
3. Contractor personnel providing janitorial services (janitors) will use the forms to assist them in ensuring specified work is done each day and will check off work as it is accomplished or at the end of their shifts. Work specified for performance on other than a daily or weekly basis will be checked-off on the weekly punch list as it is accomplished. Weekly tasks will normally be performed the same day each week. Although other arrangements may be made with the designated MTD employee, tasks scheduled other than daily or weekly will be scheduled and accomplished during the following week of the month they are required to be performed:
 - a. Monthly – First week
 - b. Thrice Annually – Second week
 - c. Semi-Annually – Third week
 - d. Annually – Fourth week
4. At the end of each day work is performed the checked-off punch lists will be returned to the locations cited in “2” above.
5. On a day each week to be specified by MTD the Contractor’s supervisor of the work shall by signature on the punch list certify that the checked-off work for the prior week has been completed satisfactorily. This may require the supervisor to be on-site during the week to verify the work.
6. The certified punch list will be submitted to a designated MTD employee by the end of the next business day.
7. Space is provided on the punch list for notes by both the janitors and supervisors. Notes may include comments and questions and additional pages may be added if needed. Comments or questions that should be addressed sooner than the following week when the certified punch list will be reviewed by MTD should be provided by the Contractor’s supervisor to the designated MTD employee by email, written memo or phone.

OLIVE Janitorial Service Accountability Check-Off Sheet (Punch List) [Page 1 of 4]

DAILY		S	M	T	W	T	F	S
OLIVE TERMINAL BATHROOMS								
1	Clean graffiti from bathroom walls, ceiling, stalls, fixtures, etc. (as needed)							
2	Dispose of all debris & trash on floors							
3	Empty wastebaskets							
4	Reline wastebaskets							
5	Dust-mop or vacuum non-carpeted floors							
6	Damp-mop, disinfect & deodorize non-carpeted floors							
7	Clean door glass & mirrors							
8	Spot clean walls, doors & partitions including Admin Building stairwells							
9	Clean, disinfect & polish stainless steel & anodized fixtures							
10	Clean & disinfect toilets, urinals & basins							
11	Restock paper towels, toilet paper, seat covers & hand soap							
12	Damp-wipe all visible surfaces of <u>non-wood</u> furniture, cabinets & countertops							
OLIVE TERMINAL OFFICES				T			F	
13	Dispose of all debris & trash on floors							
14	Empty wastebaskets							
15	Reline wastebaskets (FRIDAY ONLY)							
16	Dust-mop or vacuum non-carpeted floors							
17	Damp-mop, disinfect & deodorize non-carpeted floors							
18	Vacuum carpeted floors, mats & runners							
19	Clean door glass & mirrors							
20	Dust horizontal surfaces of furniture, cabinets & countertops							
21	Spot clean walls, doors & partitions including Admin Building stairwells							
22	Spot clean partition							
23	Dust window & partition sills							
24	Spot clean carpets							
25	Empty trash receptacles on front patio, outside front lobby & outside rear entry							
OLIVE TERMINAL MEETING ROOMS		S	M	T	W	T	F	S
26	Dispose of all debris & trash on floors							
27	Empty wastebaskets							
28	Reline wastebaskets (FRIDAY ONLY)							
29	Dust-mop or vacuum non-carpeted floors							
30	Damp-mop, disinfect & deodorize non-carpeted floors							
31	Vacuum carpeted floors, mats & runners							
32	Clean door glass & mirrors							
33	Dust horizontal surfaces of furniture, cabinets & countertops							
34	Spot clean walls, doors & partitions							
35	Spot clean partition							
36	Dust window & partition sills							
37	Restock paper towels & hand soap							
38	Spot clean carpets							
OLIVE TERMINAL ENTRIES, STAIRS, HALLWAYS		S	M	T	W	T	F	S
39	Dispose of all debris & trash on floors							
40	Empty wastebaskets							
41	Reline wastebaskets (FRIDAY ONLY)							
42	Dust-mop or vacuum non-carpeted floors							
43	Damp-mop, disinfect & deodorize non-carpeted floors							
44	Vacuum carpeted floors, mats & runners							

45	Clean door glass & mirrors								
46	Dust horizontal surfaces of furniture, cabinets & countertops								
47	Spot clean walls, doors & partitions								
48	Spot clean partition								
49	Dust window & partition sills								
50	Clean, disinfect & polish stainless steel & anodized fixtures								
51	Spot clean carpets								
	OLIVE TERMINAL LOUNGES & KITCHENS	S	M	T	W	T	F	S	
52	Dispose of all debris & trash on floors								
53	Empty wastebaskets								
54	Reline wastebaskets								
55	Dust-mop or vacuum non-carpeted floors								
56	Damp-mop, disinfect & deodorize non-carpeted floors								
57	Vacuum carpeted floors, mats & runners								
58	Dust horizontal surfaces of furniture, cabinets & countertops								
59	Spot clean walls, doors & partitions								
60	Spot clean partition								
61	Dust window & partition sills								
62	Clean, disinfect & polish stainless steel & anodized fixtures								
63	Damp-wipe all visible surfaces of non-wood furniture, cabinets & countertops								
64	Spot clean carpets								
	WEEKLY								
	OLIVE TERMINAL BATHROOMS								
65	Clean & disinfect toilet stalls/partitions & nearby wall tiles								
66	Clean & disinfect shower floors, walls, curtains & fixtures								
67	Clean doors including frame & hardware								
	OLIVE TERMINAL MEETING ROOMS								
68	Damp-wipe all visible surfaces of non-wood furniture, cabinets & countertops								
69	Clean partition & bulletin board glass up to 9'								
70	Vacuum upholstered furniture								
71	Clean interior wall & partition windows (glass) up to 9'								
	OLIVE TERMINAL ENTRIES, STAIRS, HALLWAYS								
72	Damp-wipe all visible surfaces of non-wood furniture, cabinets & countertops								
73	Clean partition & bulletin board glass up to 9'								
74	Vacuum upholstered furniture								
75	Clean, disinfect & polish complete elevator								
76	Clean interior wall & partition windows (glass) up to 9'								
	OLIVE TERMINAL LOUNGES & KITCHENS								
77	Damp-wipe all visible surfaces of non-wood furniture, cabinets & countertops								
78	Clean partition & bulletin board glass up to 9'								
79	Vacuum upholstered furniture								
80	Clean interior wall & partition windows (glass) up to 9'								
81	Wet wipe 4 refrigerators (upstairs, drivers' room, conf. room & Maintenance)								
	MONTHLY								
	OLIVE TERMINAL BATHROOMS								
82	Clean & disinfect trash & recycling housing & receptacles								
83	Dust ceilings, non-tile walls & vents								
84	Clean & disinfect tile walls								
	OLIVE TERMINAL MEETING ROOMS								
85	Clean & disinfect trash & recycling housing & receptacles								
86	Dust ceilings, non-tile walls & vents								
87	Clean doors including frame & hardware								

88	Damp-wipe baseboards, window sills & partition sills				
89	Clean & polish all visible surfaces of wood furniture & banister				
90	Clean & disinfect telephone handsets				
	OLIVE TERMINAL ENTRIES, STAIRS, HALLWAYS				
91	Clean & disinfect trash & recycling housing & receptacles				
92	Dust ceilings, non-tile walls & vents				
93	Clean doors including frame & hardware				
94	Damp-wipe baseboards, window sills & partition sills				
95	Clean & polish all visible surfaces of wood furniture & banister				
	OLIVE TERMINAL LOUNGES & KITCHENS				
96	Clean & disinfect trash & recycling housing & receptacles				
97	Dust ceilings, non-tile walls & vents				
98	Clean doors including frame & hardware				
99	Damp-wipe baseboards, window sills & partition sills				
100	Clean & polish all visible surfaces of wood furniture & banister				
101	Clean & disinfect telephone handsets				
102	Clean & disinfect tile walls				
	<u>THRICE ANNUALLY</u>				
	OLIVE TERMINAL BATHROOMS	Jan	Apr	Oct	
103	Clean & disinfect vents, registers, grills & louvers				
		Apr	Aug	Dec	
104	Strip bathroom floors				
	OLIVE TERMINAL MEETING ROOMS	Jan	Apr	Oct	
105	Clean & disinfect vents, registers, grills & louvers				
106	Shampoo Carpets				
	OLIVE TERMINAL ENTRIES, STAIRS, HALLWAYS	Jan	Apr	Oct	
107	Clean & disinfect vents, registers, grills & louvers				
108	Shampoo Carpets				
	OLIVE TERMINAL LOUNGES & KITCHENS	Jan	Apr	Oct	
109	Clean & disinfect vents, registers, grills & louvers				
110	Shampoo Carpets				
		Apr	Aug	Dec	
111	Strip & polish floors including Maint. Bldg. employee lounge (breakroom)				
	<u>SEMI-ANNUALLY</u>				
	OLIVE TERMINAL BATHROOMS	Feb	Aug		
112	Clean non-ceiling light fixtures & sconces				
113	Buff tile				
	OLIVE TERMINAL MEETING ROOMS	Jan	Jul		
114	Clean inside of exterior wall windows				
115	Shampoo & extract dirt from all upholstered chairs				
		Feb	Aug		
116	Clean non-ceiling light fixtures & sconces				
		Mar	Sep		
117	Vacuum blinds & curtains				
	OLIVE TERMINAL ENTRIES, STAIRS, HALLWAYS	Jan	Jul		
118	Clean inside of exterior wall windows				
		Feb	Aug		
119	Clean non-ceiling light fixtures & sconces				
		Mar	Sep		
120	Vacuum blinds & curtains				
121	Strip & polish rear stairwell				
122	Buff tile at front stairwell, top landing & reception area, first floor entry & hallway				

TC Janitorial Service Accountability Check-Off Sheet (Punch List) [Page 1 of 2]

DAILY								
TRANSIT CENTER BATHROOMS								
		S	M	T	W	T	F	S
1	Clean graffiti from bathroom walls, ceiling, stalls, fixtures, etc. (as needed)							
2	Dispose of all debris & trash on floors							
3	Empty wastebaskets							
4	Reline wastebaskets							
5	Dust-mop or vacuum non-carpeted floors							
6	Damp-mop, disinfect & deodorize non-carpeted floors							
7	Clean glass & mirrors							
8	Spot clean walls, doors & partitions							
9	Clean, disinfect & polish stainless steel & anodized fixtures							
10	Clean & disinfect toilets, urinals & basins							
11	Restock paper towels, toilet paper, seat covers & hand soap							
12	Damp-wipe all visible surfaces of <u>non-wood</u> furniture, cabinets & countertops							
TRANSIT CENTER BUILDING INTERIOR								
		S	M	T	W	T	F	S
13	Dispose of all debris & trash on floors							
14	empty wastebaskets							
15	Reline wastebaskets							
16	Dust-mop or vacuum non-carpeted floors							
17	Damp-mop, disinfect & deodorize non-carpeted floors							
18	Vacuum carpeted floors, mats & runners							
19	Clean door glass							
20	Dust horizontal surfaces of furniture, cabinets & countertops							
21	Spot clean walls, doors & partitions including Admin Building stairwells							
22	Spot clean partition TC plate glass up to 7'							
23	Dust window & partition sills							
24	Clean, disinfect & polish stainless steel & anodized fixtures							
25	Spot clean carpets							
TRANSIT CENTER BUILDING EXTERIOR								
		S	M	T	W	T	F	S
26	Dispose of all debris & trash on floors							
27	Empty wastebaskets							
28	Reline wastebaskets							
29	Clean door glass							
30	Spot clean TC plate glass up to 7'							
31	Clean, disinfect & polish stainless steel & anodized fixtures							
32	Sweep exterior passenger waiting area							
WEEKLY								
TRANSIT CENTER BATHROOMS								
33	Clean & disinfect toilet stalls/partitions & nearby wall tiles							
34	Clean doors including frame & hardware							
TRANSIT CENTER BUILDING INTERIOR								
35	Damp-wipe all visible surfaces of non-wood furniture, cabinets & countertops							
36	Clean partition & bulletin board glass up to 9'							
37	Vacuum upholstered furniture							
38	Clean & disinfect passenger benches							
TRANSIT CENTER BUILDING EXTERIOR								
39	Clean & disinfect passenger benches							
MONTHLY								
TRANSIT CENTER BATHROOMS								
40	Clean & disinfect trash & recycling housing & receptacles							

41	Dust ceilings, non-tile walls & vents			
42	Clean & disinfect tile walls			
	TRANSIT CENTER BUILDING INTERIOR			
43	Clean & disinfect trash & recycling housing & receptacles			
44	Dust ceilings, non-tile walls & vents			
45	Clean doors including frame & hardware			
46	Damp-wipe baseboards, window sills & partition sills			
47	Clean & disinfect telephone handsets			
48	Clean plate glass windows			
	TRANSIT CENTER BUILDING EXTERIOR			
49	Clean & disinfect trash & recycling housing & receptacles			
50	Clean plate glass windows			
	<u>THRICE ANNUALLY</u>			
	TRANSIT CENTER BATHROOMS	Jan	Apr	Oct
51	Clean & disinfect vents, registers, grills & louvers			
		Apr	Aug	Dec
52	Strip bathroom floors			
	TRANSIT CENTER BUILDING INTERIOR	Jan	Apr	Oct
53	Clean & disinfect vents, registers, grills & louvers			
54	Shampoo Carpets			
	<u>SEMI-ANNUALLY</u>			
	TRANSIT CENTER BATHROOMS	Feb	Aug	
55	Clean non-ceiling light fixtures & sconces			
	TRANSIT CENTER BUILDING INTERIOR	Feb	Aug	
56	Clean non-ceiling light fixtures & sconces			
		Mar	Sep	
57	Vacuum blinds & curtains			
		Jan	Jul	
58	Shampoo & extract dirt from all upholstered chairs			
		Jun	Dec	
59	Strip, seal & wax passenger waiting area tile floor			

Notes - Please list the punch list item number you are referring to. Attach more pages if needed.

Week Ending _____ Supervisor Signature _____ Date _____

Santa Barbara Metropolitan Transit District
Janitorial Services

MASTER AGREEMENT with [insert contractor name in caps]

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

WHEREAS:

- A. MTD desires to engage Contractor to provide janitorial services at all MTD facilities (the "Project");
- B. Contractor represents that it has the knowledge and experience to carry out the Project, and desires to carry out the Project pursuant to the terms and conditions hereof, and;
- C. Based upon the representations made by Contractor, MTD desires to retain the services of Contractor to carry out the aforesaid Project, upon the within terms and conditions.

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

- 1. Effect of Recitals. The foregoing recitals are hereby made express provisions of this Agreement.
- 2. FTA Provisions. The Project is funded in part by the Federal Transit Administration of the U.S. Department of Transportation and, as such, this Agreement is subject to the terms and conditions contained in *Federal Transit Administration Contract Provisions* which is attached hereto as Exhibit "A" and incorporated herein by this reference.
- 3. Public Works Provisions. Not applicable to this agreement.
- 4. Statement of Work. MTD has heretofore issued on July 12, 2016 the statement of work contained in Invitation for Bids (IFB) Janitorial Services, a true copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference.
- 5. Bid. Contractor has heretofore submitted on [insert date] a bid to carry out the Project, true copies of relevant parts that are attached hereto as Exhibit "C" and incorporated herein by this reference.
- 6. Order of Control. Contractor shall carry out the Project described in Exhibit "B" to this Agreement for the price quoted in Exhibit "C". All work and services shall be performed according to and controlled by the terms and provisions of this Agreement and the exhibits attached hereto. In the event of any conflict between the contract documents, the following order of control shall prevail: MTD Master Agreement, Exhibit "A", Exhibit "B", Exhibit "C".
- 7. Contract Price. Contractor shall carry out the Project for a fixed price of [insert price] which is in accordance with Exhibit "C".
- 8. Payment. Contractor shall submit an invoice to MTD at the beginning of each month that includes the monthly fixed fee for the prior month, the labor fee for actual hours incurred in the prior month, and the consumable supplies management fee based on actual consumable supplies purchased in the prior month, each calculated as stipulated in the Statement of Work. Payment from MTD shall be made to Contractor no later than thirty (30) days after receipt of a valid invoice which shall be sent to: Santa Barbara MTD, Attn: Accounts Payable, 550 Olive Street, Santa Barbara, CA 93101.
- 9. Taxes. MTD is exempt from the payment of Federal Excise and Transportation taxes. Unless specified otherwise in the Agreement, MTD is subject to applicable California Sales Tax for Santa Barbara County which shall have been included in the Contractor's bid price and shall be included on the Contractor's invoice.

10. Project Schedule. Contractor shall carry out the Project for a three-year period beginning September 1, 2016 through September 2, 2019 and, if MTD exercises both of the two one-year options, through August 31, 2021. To accommodate weekends and holidays each contract year shall be identified as follows:

- September 1, 2016 through August 31, 2017
- September 1, 2017 through September 3, 2018
- September 4, 2018 through September 2, 2019
- September 3, 2019 through August 31, 2020 (if the option is exercised by MTD)
- September 1, 2020 through August 31, 2021 (if the option is exercised by MTD)

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

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

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

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

15. Acceptance. All items or services 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 five (5) 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 item or services provided pursuant to this Agreement are in compliance with the statement of work or any other applicable contract documents. Upon acceptance, formal notification thereof shall be made by MTD via notice to the Contractor.

16. Warranty. Not applicable to this contract.

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 final date of acceptance by MTD of any items or services provided 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 contract.

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

21. Liquidated Damages. Not applicable to this agreement.

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

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

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

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

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

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

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

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

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

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

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

31. Prohibited Interest. The parties hereto covenant and agree that to their knowledge no board member, officer, or employee of MTD, during his/her tenure or for one year thereafter, has any interest, whether contractual, non contractual, financial or otherwise, in this transaction, or in the business of a contracting party other than MTD. If any such interest comes to the knowledge of either party at any time, a full and complete disclosure of all such information will be made in writing to the other parties, even if such interest would not be considered a conflict of interest under Article 4, Chapter 1, Divisions 4 and 4.5, Title I of the Government Code of the State of California.

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

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

34. 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

[insert contractor name in caps]

Jerry Estrada, General Manager

[insert authorized official name & title]

Date

Date

FEDERAL TRANSIT ADMINISTRATION

CONTRACT PROVISIONS *Janitorial Services, [Contractor Name]*

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1. **FLY AMERICA REQUIREMENTS—NOT APPLICABLE TO THIS CONTRACT**
2. **BUY AMERICA REQUIREMENTS—NOT APPLICABLE TO THIS CONTRACT**
3. **CHARTER BUS & SCHOOL BUS REQUIREMENTS—NOT APPLICABLE TO THIS CONTRACT**
4. **CARGO PREFERENCE REQUIREMENTS—NOT APPLICABLE TO THIS CONTRACT**
5. **SEISMIC SAFETY REQUIREMENTS—NOT APPLICABLE TO THIS CONTRACT**
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 CONTRACT**

9. **PRE-AWARD & POST-DELIVERY AUDIT REQUIREMENTS—NOT APPLICABLE TO THIS CONTRACT**

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 CONTRACT

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 CONTRACT**16. DAVIS-BACON & COPELAND ANTI-KICKBACK ACTS—NOT APPLICABLE TO THIS CONTRACT****17. CONTRACT WORK HOURS & SAFETY STANDARDS ACT—NOT APPLICABLE TO THIS CONTRACT****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.

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 CONTRACT

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 CONTRACT

27. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS—NOT APPLICABLE TO THIS CONTRACT

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. [RESERVED]

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 FTA Circular 4220.1E, 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 CONTRACT

32. INTELLIGENT TRANSPORTATION SYSTEM (ITS) —NOT APPLICABLE TO THIS CONTRACT