



Monterey-Salinas Transit District

RFP 21-04 Janitorial Service and Supplies

Project Schedule

The schedule for this project is as follows:

Issue of the RFP	October 1, 2020
Job Walk of Facilities	October 21, at 1:00 p.m. PT
Proposer Questions/Clarifications due	October 24, 2020
MST responds to Questions/Clarifications	October 30, 2020
Proposals due	November 9, 2020 by 5:00 p.m. PT
Consultant Notice of Award	Week of December 14, 2020
Consultant Notice to Proceed	Week of December 14, 2020

MONTEREY-SALINAS TRANSIT

REQUEST FOR PROPOSALS FOR JANITORIAL SERVICES AND SUPPLIES

PROPOSER INSTRUCTIONS

PROJECT DESCRIPTION

Monterey-Salinas Transit (MST) is soliciting proposals for janitorial services at various locations located within the County of Monterey. It is the intention of MST to award a three-year contract that will begin on January 1, 2021, with three (1) year extensions, for a total contract term of six years. Detailed specifications and requirements are contained in the *Statement of Work*. All other provisions are included in the *MST Master Agreement* and the *Federal Transit Administration Contract Provisions*. All such documents are contained herein.

PRE-PROPOSAL SUBMITTAL ACTIVITIES

1.1. PROPOSAL PACKAGE ELEMENTS

The proposal package is composed of the following elements:

- Project Summary Sheet
- Public Notice of Request For Proposals
- Proposer Instructions (this document)
- Janitorial Services Statement of Work
- MST Master Agreement
- FTA Contract Provisions
- Price Proposal Form
- Proposer Information Form
- References & Subcontractor Form
- Lobbying Certification

1.2. QUESTIONS CONCERNING THIS RFP

Questions concerning this RFP and the Project should be directed to Sandra Amorim by phone at (831) 264-5884 or by e-mail to samorim@mst.org

CONTRACTOR REQUIREMENTS

1.3. BONDING

There are no proposal, performance or payment bonds required for this solicitation. Employee “bonding” for dishonesty is required and is described in the following section and in the MST contract.

1.4. INSURANCE

The agreement for this procurement requires that the Contractor maintain comprehensive general liability, automobile, workers’ compensation, and employee dishonesty insurance coverage. Specific insurance requirements are contained in Section 17 of the MST contract. MST shall request that proposer provide a certificate of insurance naming MST as an additionally insured as part of the review for responsiveness. Proposers without the required insurance coverage shall be found non-responsive and its proposal shall be rejected.

1.5. LICENSES

Any proposer awarded a contract under this solicitation must show proof of having the required City of Monterey Business License Tax Certificate before the contract will be executed. Failure to show such proof within 10 business days of the Contractor being notified of contract award shall result in retraction of such award. There are no California State Contractors License Board license requirements for this solicitation.

PROPOSAL PREPARATION

1.6. PROPOSAL PRICE FORM

Proposers shall complete the Price Proposal form contained in this RFP package. The proposal amount shall list the total compensation that the Proposer will be paid, if awarded the contract, for carrying out the Statement of Work. The proposal amount shall take into account any insurance, bonding or other indirect costs. Failure to submit the completed and signed Price Proposal form shall render the proposal non-responsive and will result in its rejection.

The Price Proposal form includes some mathematical calculations that are necessary to determine a single dollar figure in order to compare proposals. 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; and the usage of a "present value" factor to "discount" the value of amounts that will be paid in the future. Specifics on the consumable supplies fee and the hourly work component are contained in the Statement of Work. The present value issue is based on the fact that receiving a thousand dollars today is worth more than receiving a thousand dollars next year because it can be put in the bank to earn interest. In any event, Proposers need only do the simple math that is on the Price Proposal form to come up with a bottom-line proposal figure so that MST can determine the low Proposer. Of course, the eventual Contractor will be paid the monthly fixed fees that they actually proposal, the consumable supplies reimbursement cost and management fee based on actual consumable supplies cost, and the time-based work at the proposal hourly rate for actual hours incurred.

1.7. OTHER FORMS & CERTIFICATIONS

Proposers shall fully complete the Proposer Information form and the Credit References/Work References/Suppliers & Subcontractors form included in this package. Proposer must also provide a one page history of the business detailing the business three largest accounts, customer service philosophy, and any other details the Proposer would like to include for review and consideration by MST. Such information is necessary to evaluate the Proposer's ability to undertake the Project (note that for this Project, it is not necessary to provide supplier or contractor information and this section has been crossed out on the form). Failure to submit the completed forms shall render the proposal non-responsive and will result in its rejection.

Because this is a federally funded project that will result in a total contract amount exceeding \$100,000, Proposers are required to sign and date the Certification Regarding Lobbying contained in this RFP package. Essentially, signing this certification means that the Proposer/Contractor agrees not to use federal funds to influence federal officials; and that if non-federal funds are used for the lobbying of federal officials, the stipulated form describing such activities will be submitted to MST. Failure to submit the completed certification shall render the proposal non-responsive and will result in its rejection.

1.8. PROPOSAL SUBMISSION

Proposals, including all required items, shall be submitted in non-transparent sealed envelopes plainly marked on the exterior with the name of the Proposer and "Janitorial Services Proposal." Proposals shall be delivered to the attention of Sandra Amorim, Purchasing Manager, at 19 Upper Ragsdale Drive, Suite 200, Monterey, California 93940. Proposals will be received until 5:00 PM, local time, on Monday, November 9, 2020. Proposals received after that time shall not be accepted and shall be returned unopened to the Proposer.

1.9. LIMITATIONS

The following limitations apply to this Request for Proposals:

- All proposals submitted as a result of this RFP become the property of MST.
- MST will not pay any cost incurred by a Proposer resulting from preparation of its proposal.
- MST reserves the sole right to evaluate, accept or reject proposals received as a result of this RFP.

- MST reserves the right to cancel this RFP in whole or in part if in its best interests to do so.

EVALUATION & AWARD

1.10. RESPONSIVENESS & RESPONSIBILITY

MST will examine the proposals for the purpose of ascertaining its responsiveness to the provisions of this RFP. A proposal that does not contain the items specified herein shall be considered non-responsive and such proposal shall be rejected. MST shall review the low responsive Proposer to ensure its responsibility. Determination of Proposer responsibility shall be based upon evidence of adequate financial and technical capacity to undertake the project; and satisfactory performance in previous contracts. These processes shall continue until such time as a responsive and responsible Proposer is determined on all stated evaluation factors.

1.11. AWARD PROCESS

Unless all proposals are rejected or it is not in MST's best interest, MST intends to award a contract to the responsive and responsible Proposer receiving the best overall ranking score, and representing the best overall value to MST. Other factors in addition to the cost, **will** be taken into account, please see (MST PROPOSER INFORMATION AND PAST EXPERIENCE) sheet located at the 2nd to last page of this packet. The proposal evaluation is an assessment of both the proposal and the Proposers' ability to perform the stated Scope of Services and to comply with contract terms and conditions. MST expects to make the award decision by Monday, December 14, 2020.

1.12. CONTRACT DOCUMENTS

The contract will be executed as soon as practical after contract award. The contract shall be composed of the MST contract terms the, FTA Contract Provisions, the Statement of Work and the Contractor's Proposal.

PROTEST PROCEDURES

Protests of MST procurements will be considered in two general categories: those directed at solicitation documents issued by MST; and those concerning all other aspects of the procurement process. Instructions for filing a protest with MST are available upon request.

PROPOSAL & PROJECT SCHEDULE

The following schedule has been established for this RFP. MST reserves the right to modify this schedule if it is in its best interests to do so. Notice of changes shall be provided to all parties known to have received this RFP.

<u>ACTIVITY</u>	<u>DATE (TIME)</u>
Request for Proposals	Thursday, October 1, 2020
Job Site Walk through	Wednesday, October 21, 2020 at 1:00 p.m.
Proposals Due (at MST Administrative Offices, 19 Upper Ragsdale Drive, Suite 200 Monterey, CA 93940)	Monday, November 9, 2020 (5:00 PM Local Time)
Contract Award Decision (anticipated)	Monday, December 14, 2020
Contract Work Begins (anticipated)	Friday, January 1, 2021

MONTEREY SALINAS TRANSIT DISTRICT
JANITORIAL SERVICES
STATEMENT OF WORK

Locations

- 1a. MST Administration/Shop located in the City of Monterey @ #1 Ryan Ranch Road (TDA)
- 1b. MST Administration/Shop located in the City of Salinas @ 443 Victor Way (CJW)
- 1c. Salinas Transit Center located in the City of Salinas @ 110 Salinas Street (STC)
- 1d. Marina Transit Exchange located in the City of Marina @ 280 Reservation Road (MTX)
- 1e. MST Administrative building is located in Monterey @ 19 Upper Ragsdale, Suite 200 (LAB)
- 1f. Bus Stop Shop Customer Service location and offices is located in Monterey @ 201 Pearl Street (BSS)
- 1g. Mobility Service Center is located in Salinas @ 25 Lincoln Street (MSC)
- 1h. Monterey Transit Plaza (MTP) area cleaned is only the perimeter of the plaza, specifically the sidewalk.

Facility Descriptions

- 2a. TDA is a multi-use facility located in Monterey and is approximately a 13,000 square foot–Two story building. The facility has administration individual offices and cubicles located throughout the facility. It has conference rooms and 2 employee break rooms with kitchens on the first floor. There are one (1) male and one (1) female restrooms-located on the first floor. There is a male & female locker room with showers & restroom facilities on the first floor as well. There are 2 unisex restrooms on the second floor along with a kitchenette. This building has a front lobby area. See attached TDA Frequency Schedule.
- 2b. CJW is a multi-use facility located in Salinas and is approximately an 11,000 square foot-single story building. The facility has administration individual offices located in one half of the building. The second half is the shop area with two offices. The facility has both a Training Room and 2 employee break rooms. There are 1 male & 1 female restrooms located in the building. This building has no front lobby. See attached CJW Frequency Schedule.
- 2c. STC is located in Salinas and is approximately a 1346 square foot–single story building. It has two unisex restrooms, one customer service office and one Employee break room with kitchenette. This facility has exterior waiting areas & Shelters for the ridership. This building has no lobby area. This location has a Portland loo public restroom. See attached STC Frequency Schedule.
- 2d. MTX is located in Marina and is approximately a 175 square foot-single story building. It has 2 unisex restrooms outside for public use and 2 unisex restrooms inside for staff. It has an Customer Service office & employee break room. This building has no front lobby and has customer waiting areas Shelters. See attached MTX Janitorial Task & Frequency Schedule.
- 2e. LAB Located at 19 Upper Ragsdale in Monterey and is approximately a 12,943 square foot- Two story building. It has a Front Lobby, Many offices, employee break room, Board Room conference rooms and two restrooms (No waiting areas). See attached LAB, BSS, Frequency Schedule.
- 2f. BSS is located in Monterey and it has approximately 3,500 square feet of cleaning area. It includes maintaining bench areas and policing grounds. See attached BSS/MTP Frequency Schedule.

- 2g. MSC, Mobility Service Center Office & training center is 2,975 sq/ft located in Salinas at 15 Lincoln St., California, and has a Mobility Training area that will need to be cleaned & trash removed and all signs and displays cleaned on a weekly basis. See attached MSC Frequency Schedule

General Requirements:

- 3a. Contractor to supply all cleaning materials, paper towels, toilet paper, sanitary napkins, garbage bags (large & small), hand sanitizer and any other related materials. Inventory is the responsibility of the Contractor.
- 3b. Contractor will furnish all mops, buffers, floor wax and carpet sweepers.
- 3c. Contractor shall supply all labor that meets California and Federal Employment Laws. Contractor shall have all required insurances, state contractor's license and required city business licenses.
- 3d. MST will supply lockable storage for materials and equipment which is located in all locations.
- 3e. Cleaning materials and supplies must be pre-approved by MST management. MSDS Sheets will be provided by the Contractor.
- 3f. Contractor shall be issued necessary access via name badge or key.
- 3g. Extra work will need approval from the MST Facility Supervisor or MST Capital Projects/Facility Manager.
- 3h. Changes in time schedules must be pre-approved by the MST Facilities Supervisor or MST Capital Projects/ Facilities Manager.
- 3i. Contractor shall supply a 24/7 emergency manned phone number at all times. Contractor shall have an e-mail address set up for emergency/extra work notices.
- 3j. Contractor's employees must speak and understand the Basic English Language.
- 3k. Contractor must maintain the attached Janitorial Task & Frequency Schedule per facility.
- 3l. Machine scrub and buff **ALL** tile/vinyl floors the first weekend of the month at TDA and 2nd weekend of the month at CJW. (ALL LOCATIONS)

Supply Allowance (To be reviewed every month)

- 4a. Contractor will MST provide a monthly allowance with receipts for all supplies to be reviewed every month.
- 4b. Contractor must submit a list of products, manufacturer of product and a MSDS sheet for each cleaning product used.
- 4c. Contractor must maintain their own inventory.
- 4d. Products needed on an emergency basis and supplied by MST will be deducted from the monthly billing. On approval by MST Facilities Supervisor or Capital Projects/ Facility Manager.
- 4e. MST will provide a locked and secured area for the Contractor's inventory.
- 4f. Contractor will supply/purchase their equipment including mop heads, rags, & etc.

TDA/CJW Janitorial Hours of Access to Buildings:

**TDA, Everyday: 5:00 p.m.to 3 a.m.
(Exclude Christmas, New Year's & Thanksgiving)**

**CJW, Everyday: 5:00 p.m. to 12:00 a.m.
(Exclude Christmas, New Year's & Thanksgiving)**

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TDA/CJW Janitorial Task & Frequency Schedule

Daily	All Restrooms	Offices/Conf Lobby & Hall	Break Rooms & Kitchens	Shop	Interior	Exterior
Remove all GRAFFITI in any area	as needed	as needed	as needed	as needed	as needed	as needed
Dispose of ALL Debris and trash	X	X	X	X	X	X
Empty ALL Trash Cans and replace liners	X	X	X	X	X	X
Dust-mop or sweep non-carpeted floors	X	X	X			
Vacuum all carpeted areas	X	X				
Clean & vacuum under desks		X				
Empty all ashtrays and receptacles						X
Dust and clean tables and flat areas	X	X	X			X
Clean Kitchen area, microwave & replace towels			X			
Clean/disinfect all drinking fountains	X	X	X	X	X	X
Clean "Dry Boards"-except marked "SAVE"		X				
Restock all paper supplies, soaps, & Etc.	X		X			
Clean door glass on exterior/interior doors		X	X		X	X
Clean and remove marks on all doors	X	X	X		X	X
Remove shredded and recycled paper		X	X	X		
Check and replace if necessary all toilet deodorizers	X					
Mop and disinfect all restroom floors	X					
Sweep exterior areas at Lobby & Patio Areas		X				
Clean and polish all mirrors			X	X		
Weekly						
Wipe down all blinds and window ledges		X	X		X	
Wipe down vending machines			X		X	
Clean and disinfect shower floors, walls and doors	X		X			
Clean and remove debris from Refrigerators			X			
Wipe down and clean exterior benches						X
Clean all exterior windows (inside and out)	X					
Monthly						
Disinfect all trash cans and receptacles	X	X	X	X	X	X
Wipe down all file cabinets		X				
Dust off any floor lights, fans and free standing units		X	X			
Quarterly						
Strip and wax all vinyl and tile floors	X		X			
Shampoo all carpeted areas	X	X	X			X
Clean and disinfect vents, registers and grills	X	X	X			
Semi-Annual						
Clean all roof mounted light diffusers	X	X	X			
Notes						

STC/MTX Janitorial Hours of Access to Buildings:

STC Time Schedules

(Must complete during designated times)

Monday through Sunday: 8:00 a.m. to 11:00 a.m.

Monday through Sunday: 4:00 p.m. to 7:00 p.m.

(Exclude Christmas, New Year's & Thanksgiving)

**MTX Time schedule: Once a day 8:00am to 11:00am or
1:00pm to 5:00pm**

(Exclude Christmas, New Year's & Thanksgiving)

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STC/MTX Janitorial Task & Frequency Schedule

Daily	All Restrooms	Offices/Conf Lobby & Hall	Break Rooms & Kitchens	Shop N/A	Interior	Exterior
Remove all GRAFFITI in any area	as needed	as needed	as needed	N/A	as needed	as needed
Dispose of ALL Debris and trash	X	X	X	N/A	X	X
Empty ALL Trash Cans and replace liners	X	X	X	N/A	X	X
Dust-mop or sweep non-carpeted floors	X	X	X	N/A		
Vacuum all carpeted areas	X	X		N/A		
Clean & vacuum under desks		X		N/A		
Empty all ashtrays and receptacles				N/A		X
Dust and clean tables and flat areas	X	X	X	N/A		X
Clean Kitchen area, microwave & replace towels			X	N/A		
Clean/disinfect all drinking fountains	X	X	X	N/A	X	X
Clean "Dry Boards"-except marked "SAVE"		X		N/A		
Restock all paper supplies, soaps, & Etc.	X		X	N/A		
Clean door glass on exterior/interior doors		X	X	N/A	X	X
Clean and remove marks on all doors	X	X	X	N/A	X	X
Remove shredded and recycled paper		X	X	N/A		
Check and replace if necessary all toilet deodorizers	X			N/A		
Mop and disinfect all restroom floors	X			N/A		
Sweep exterior areas at Lobby & Patio Areas		X		N/A		
Clean and polish all mirrors			X	N/A		
Disinfect all restroom partitions, doors, floors.	X			N/A		
Disinfect all counters and flat surfaces	X	X	X	N/A		
Weekly						
Wipe down all blinds and window ledges		X	X	N/A	X	
Wipe down vending machines			X	N/A	X	
Clean and disinfect, walls and doors	X		X	N/A		
Clean and remove debris from Refrigerators			X	N/A		
Wipe down and clean exterior benches				N/A		X
Clean all exterior windows (inside & out)	X			N/A		
Monthly						
Disinfect all trash cans and receptacles	X	X	X	N/A	X	X
Wipe down all file cabinets		X		N/A		
Dust off any floor lights, fans and free standing units		X	X	N/A		
Semi-Annual						
Shampoo all carpeted areas		X		N/A		
Clean all roof mounted light diffusers	X	X	X	N/A	X	X
Clean and disinfect vents, registers and grills	X	X	X	N/A		

LAB, BSS, MTP Hours of Access:

LAB Hours of Access

(Must complete during designated times)

Monday through Friday: 6:00 p.m. to 1:00 a.m.

Excludes the following holidays. New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve.

BSS Hours of Access

Monday through Sundays: 9:00 a.m. to 12:00 p.m.

Monday through Sundays: 4:00 p.m. to 5:00 p.m.

(Exclude Christmas, New Year's & Thanksgiving)

MTP Hours of Access

Monday through Friday: 9:00 a.m. to 12:00 p.m.

Monday through Friday: 4:00 p.m. to 5:00 p.m.

(Exclude Christmas, New Year's & Thanksgiving)

Only Sidewalk Area around the Plaza.

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LAB, BSS, MTP Janitorial Task & Frequency Schedule

Daily	All Restrooms	Offices/Conf Lobby & Hall	Break Rooms & Kitchens	Shop N/A	Interior	Exterior
Remove all GRAFFITI in any area	as needed	as needed	as needed	N/A	as needed	as needed
Dispose of ALL Debris and trash	X	X	X	N/A	X	X
Empty ALL Trash Cans and replace liners	X	X	X	N/A	X	X
Dust-mop or sweep non-carpeted floors	X	X	X	N/A		
Vacuum all carpeted areas	X	X		N/A		
Clean & vacuum under desks		X		N/A		
Empty all ashtrays and receptacles				N/A		X
Dust and clean tables and flat areas	X	X	X	N/A		X
Clean Kitchen area, microwave & replace towels			X	N/A		
Clean/disinfect all drinking fountains	X	X	X	N/A	X	X
Clean "Dry Boards"-except marked "SAVE"		X		N/A		
Restock all paper supplies, soaps, & Etc.	X		X	N/A		
Clean door glass on exterior/interior doors		X	X	N/A	X	X
Clean and remove marks on all doors	X	X	X	N/A	X	X
Remove shredded and recycled paper		X	X	N/A		
Check and replace if necessary all toilet deodorizers	X			N/A		
Mop and disinfect all restroom floors	X			N/A		
Sweep exterior areas at Lobby & Patio Areas		X		N/A		
Clean and polish all mirrors			X	N/A		
Disinfect all telephones and handsets		X		N/A		
Disinfect all trash cans and receptacles	X	X	X	N/A	X	X
Weekly						
Wipe down all blinds and window ledges		X	X	N/A	X	
Wipe down vending machines			X	N/A	X	
Clean and remove debris from Refrigerators			X	N/A		
Wipe down and clean exterior benches				N/A		X
Wipe down all file cabinets		X		N/A		
Monthly						
Disinfect all trash cans and receptacles	X	X	X	N/A	X	X
Dust off any floor lights, fans and free standing units		X	X	N/A		
Semi-Annual						
Shampoo all carpeted areas		X	X	N/A		
Notes						

MSC, Mobility Service Center Janitorial Hours of Access:

MSC Time Schedules

(Must complete during designated times)

Monday through Friday: 6:00 p.m. to 1:00 a.m.

Excludes the following holidays. New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve.

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MSC, Mobility Service Center Task & Frequency Schedule

Daily	All Restrooms	Offices/Conf Lobby & Hall	Break Rooms & Kitchens	Shop N/A	Interior	Exterior
Remove all GRAFFITI in any area	as needed	as needed	as needed	N/A	as needed	as needed
Dispose of ALL Debris and trash	X	X	X	N/A	X	X
Empty ALL Trash Cans and replace liners	X	X	X	N/A		
Dust-mop or sweep non-carpeted floors	X	X	X	N/A		
Vacuum all carpeted areas	X	X		N/A		
Clean & vacuum under desks		X		N/A		
Empty all ashtrays and receptacles				N/A		X
Dust and clean tables and flat areas	X	X	X	N/A		X
Disinfect all Telephones & Handsets				N/A		
Clean Kitchen area, microwave & replace towels			X	N/A		
Clean disinfect all drinking fountains	X	X	X	N/A	X	X
Clean "Dry Boards"-except marked "SAVE"		X		N/A		
Restock all paper supplies, soaps, & Etc.	X		X	N/A		
Clean door glass on exterior/interior doors		X	X	N/A	X	X
Clean and remove marks on all doors	X	X	X	N/A	X	X
Remove shredded and recycled paper		X	X	N/A		
Check and replace if necessary, all toilet deodorizers	X			N/A		
Disinfect all Restroom partitions, doors, floors				N/A		
Sweep exterior areas at Lobby & Patio Areas		X		N/A		
Clean and polish all mirrors			X	N/A		
Clean and disinfect shower floors, walls and doors	X			N/A		
Disinfect all Telephones & Handsets		X		N/A		
Disinfect all Counters & flat surfaces	X	X	X	N/A		
Weekly						
Wipe down all blinds and window ledges		X	X	N/A	X	
Clean and remove debris from Refrigerators			X	N/A		
Wipe down all file cabinets						
Monthly						
Disinfect all trash cans and receptacles	X	X	X	N/A	X	X
Dust off any floor Standing lights, fans and free-standing units		X	X	N/A		
Semi-Annual						
Shampoo all carpeted areas		X	X	N/A		
Clean & polish Concrete floor in Training Room				N/A	X	

I. 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 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.

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 MST 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 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 MST safety requirements or tasks that MST 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 MST 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.

- Three complete hardcopy sets of Material Safety Data Sheets (MSDS) for all appropriate janitorial products shall be provided to MST for inclusion in its applicable MSDS libraries.

II. 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. MST-Provided Supplies—MST 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—MST 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.

III. 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—MST 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 MST 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 MST, 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 MST 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 MST or the Contractor. Any consumable supplies invoices paid directly by the Contractor on behalf of MST shall be reimbursed by MST to the Contractor at the invoice amount paid by the Contractor.

C. Consumable Storage—Consumable supplies may be stored in the janitorial closets to be identified by MST. Such supplies storage shall be strictly limited to the MST-specified areas. The Contractor shall be responsible for any additionally required off-site storage space needs.

D. 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.

IV. 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. MST 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, MST shall be provided the name and means to contact the backup single point of contact.

B. Hiring Standards—Given that the Contractor employees will have unmonitored access to and be performing unmonitored services in MST 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 MST property or performing any services under this SOW on MST 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 MST property, Contractor employees shall adhere to the following uniform and attire standards:

- Wear either a uniform, shirt or 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

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

- Theft or unauthorized removal of money or property from MST, its employees, passengers or anyone else on MST property.
- Embezzlement, bribery and other similar forms of dishonesty.
- Possession of any dangerous, unauthorized materials, such as explosives, firearms or other similar items on MST property.
- Gross negligence, gross carelessness, or willful acts, which result in damage to MST employees, its passengers, or MST 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 MST employees, passengers, or anyone else on MST property.
- Obscene, abusive, intimidating, disruptive, derogatory, or threatening language or behavior with MST employees, customers, passengers or anyone else on or adjacent to MST property.

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

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

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 MST property. MST retains the right to prohibit a Contractor employee from performing work on MST 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 MST 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 MST facilities. Given that this will likely be two separate lead janitors because there are two MST 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 MST keys:
 - Contractor shall not make copies of any MST keys unless specifically authorized by MST. Under most circumstances, necessary key additions or replacements shall be provided by MST.
 - Lost, misplaced, or stolen keys shall be reported to MST. Exterior door key losses shall be reported immediately; for other keys, MST 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.
- Access Cards—Contractor will be issued access cards for authorized personnel.
- Alarms—MST 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 MST or it is during regular business hours, all doors shall be closed and locked after completing janitorial services. 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. MST 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 MST employees, other than Contractor employees performing janitorial services.
 - In the event of an emergency, Contractor employees may use MST 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.

End of Statement of Work

MONTEREY SALINAS TRANSIT JANITORIAL SERVICES

CONTRACT with [Contractor Name]

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

WHEREAS:

- A. MST desires to have specific portions of its facilities, including bathrooms, cleaned and stocked with supplies on an ongoing basis (the "Project");
- B. Contractor represents that it has the knowledge and experience to carry out the Project, and desires to carry out the Janitorial Services pursuant to the terms and conditions hereof; and;
- C. Based upon the representations made by Contractor, MST 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 Provision. This Project is subject to the *Federal Transit Administration Contract Provisions: Professional Service Contracts More Than \$100,000*, which are attached hereto as Exhibit "A" and incorporated herein by this reference.
3. Statement of Work. MST has heretofore issued on October 1, *Statement of Work* contained in *Request For Proposals for Janitorial Services*, a true copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference.
4. Proposal. Contractor has heretofore submitted on November 9, 2020, a proposal to carry out the Project, true copies of relevant parts that are attached hereto as Exhibit "C" and incorporated herein by this reference.
5. Scope of Contractor Undertaking. 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: MST Master Agreement, Exhibit "A", Exhibit "B", Exhibit "C".
6. Contract Term. Contractor shall carry out the Project for a three-year period beginning January 1, 2021, and terminating December 31, 2024, unless extended through options.
7. Fixed Price. Contractor shall carry out the Project for the monthly fixed fees and hourly labor rate for graffiti removal for the applicable Contract Year as listed on the Price Proposal Form included in Exhibit "C".
8. Payment Schedule. Contractor shall submit an invoice to MST at the beginning of each month that includes the monthly fixed fees for that month and graffiti removal labor fees for actual hours incurred in the prior month (less the first 15 minutes of each day as stipulated in the Statement of Work). Payment shall be made to Contractor no later than thirty (30) days after the receipt of a valid invoice, which shall be sent to: Monterey MST, Attn: Accounts Payable, 19 Upper Ragsdale, Suite 200 Monterey, CA 93940.
9. Taxes. MST is exempt from the payment of Federal Excise and Transportation taxes. Unless specified otherwise in this Agreement, MST is subject to applicable California Sales Tax which shall be included in the Contractor's proposal price where appropriate and shall not be paid otherwise by MST.

10. Delivery & Freight. Unless specified otherwise in the Statement of Work, any material described herein shall be delivered FOB Monterey to 1 Ryan Ranch Road, Monterey, CA 93940. Any Project freight and delivery charges shall be included in the Contractor's proposal price where appropriate and shall not be paid otherwise by MST.

11. 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 it is delivered and installed in conformity with the Agreement. Upon such delivery and installation, title shall pass from the Contractor, 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 the item(s) by MST. The Contractor shall further warrant that the title to any item provided hereunder is free from all encumbrances and liens.

12. 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 work and/or furnishing and installation of equipment, 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 him.

13. Defective, Damaged or Noncompliant Work. Any items or systems purchased under 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 MST. If the Contractor should fail to promptly comply with any order to replace or repair any defective material, equipment or work, MST 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 set forth in this Agreement or any exhibits hereto.

14. Acceptance. All items or services to be furnished by the Contractor pursuant to this Agreement shall be subject to acceptance by MST. MST shall inspect such items or services to determine acceptability no later than five (5) days after said items are received or services rendered. Acceptance shall occur when it is determined by MST that all items and services provided under this Agreement are in compliance with the proposal and any other applicable contract documents. Upon acceptance, formal notification thereof shall be made by MST via written notice to the Contractor.

15. Warranty. Pursuant to any warranty provisions contained in the Statement of Work, the Contractor shall warrant to MST that, for the specified period after MST's full acceptance of items or services, each item or service shall conform with the requirements hereof and be free of defects. In addition to other remedies which may be available, MST may at its option return any non-conforming or defective items to the Contractor and/or require correction or replacement of said item when the defect is discovered, all at the Contractor's risk and expense. If MST does not require such correction or replacement of non-conforming or defective items, the Contractor shall repay such portion of the payment specified herein or such additional amount as is equitable under the circumstances. The rights of MST hereunder are in addition to, and not limited by, the Contractor's standard warranties. Acceptance of items and services by MST, or payment therefore, shall not relieve the Contractor of its obligations there under.

16. Changes. By written notice or order MST may make changes in quantities, drawings, designs, specifications, place of delivery or delivery schedules, methods of shipment or packaging, and property and services furnished by MST. If any such change causes an increase or decrease in price for the items or services procured herein, or results in a change in the time required for Contractor performance, the Contractor shall promptly notify MST thereof and assert its claim for adjustment within five (5) days after the change is ordered. An equitable adjustment shall be negotiated between MST and the Contractor. Nothing in this clause shall excuse the Contractor from proceeding immediately with work as changed. If the Contractor finds that it is impractical to comply strictly with the Statement of Work, the Contractor shall submit a change order to the MST authorizing official or his designee. Such change order shall be in writing and include a description of the requested change and the estimated cost or cost savings resulting from such change. If MST accepts the requested change order, an equitable adjustment shall be negotiated between

MST and the Contractor. Under no circumstances shall the change order be executed by the Contractor until MST accepts such order as signified by the MST authorizing official's signature upon the change order.

17. Insurance. General Requirements. Contractor shall provide, at its sole expense, insurance coverage at limits not less than those specified herein with respect to the items or services provided under this Agreement. All insurance required for this project shall be first dollar coverage and provided by companies licensed to practice in the State of California. Such companies shall have a Best's Rating of A or better, as shown in the current issue of Best's Key Rating Guide, Property-Casualty. In lieu of first dollar coverage, Contractor may post a bond payable to MST in an amount equal to the uninsured portion of the limits specified herein. The insurance described herein sets forth minimum limits of liability and coverage required and is not to be construed in any way as a limitation of the Contractor's liability. *Comprehensive General Liability.* Contractor shall provide Comprehensive General Liability Insurance for Bodily Injury and Property Damage with a liability limit of not less than \$1,000,000 with coverage extended for the endorsements to the policy as follows: Operations - Premises Liability; Independent Contractors Liability - Broad Form; Contractual Liability covering the Contractor's obligations herein; Personal Injury Liability extending to claims arising from employees of the Contractor; Completed Operations and Products Liability; Professional Liability Coverage. *Automobile Liability.* Contractor shall provide Automobile Liability Insurance covering all owned, hired, or non-owned vehicles used in connection with this project, with a liability limit of \$1,000,000. *Workers' Compensation.* Contractor shall provide Workers' Compensation Insurance, Employers Liability, Section B providing statutory limits of liability, and Employer's Liability Insurance with a liability limit of \$1,000,000. *Employee Dishonesty Insurance (Fidelity Bond).* Contractor shall provide Employee Dishonesty Insurance including a Third Party Fidelity/Crime Bond covering MST property in the care, custody or control of the Contractor with a liability limit of not less than \$50,000.

18. Termination. (standard Master Agreement clause superseded by FTA Contract Provision 21)

19. Unavoidable Delays. If the Contractor is delayed at any time during the Project by the neglect or failure of MST or by a cause described below, then the time for completion shall be extended by MST subject to the following conditions: (1) The cause of delay arises after the notice of award and neither was nor could have been anticipated by the Contractor by reasonable investigation before such award; (2) The Contractor demonstrates that the completion of the Project will be actually and necessarily delayed; (3) The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay; and (4) The Contractor informs MST within four (4) business hours of the discovery of the conditions leading to the delay. A delay meeting all the conditions of this section shall be deemed an excusable delay. Any concurrent delay which does not constitute an excusable delay shall not be the sole basis for denying a request hereunder. None of the above shall relieve the Contractor of any liability for the payment of any liquidated damages owing from a failure to complete the Project by the time for completion that the Contractor is required to pay pursuant to Section 19 above for delays occurring prior to, or subsequent to the occurrence of an excusable delay. MST reserves the right to rescind or shorten any extension previously granted, if subsequently MST determines that any information provided by Contractor in support of a request for an extension of time was erroneous; provided however, that such information or facts, if known, would have resulted in a denial of the request for an excusable delay. Notwithstanding the above, MST will not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

20. Infringement of Patents. The Contractor agrees that it will, at its own expense, defend all suits and proceedings instituted against MST and pay any award of damages assessed against MST in such suits or proceedings, insofar as the same are based upon any claim that the materials or equipment, or any part thereof, or any tool, or process used in the development thereof, constitutes an infringement of any legal United States copyright or patent, provided that MST gives the Contractor prompt notice in writing of the

institution of the suit or proceeding and permits the Contractor through its counsel to defend the same and gives the Contractor all information, assistance and authority necessary for the Contractor to do so.

21. Indemnification. The Contractor shall agree to indemnify, defend, and hold MST harmless from any and all claims and lawsuits by third parties (including, but not limited to, employees and agents of MST and the Contractor) arising from the performance of services described herein. This shall include the payment of all damages, expenses, penalties, costs, fines, royalties, charges, and attorney's fees incurred by MST, whether these claims or lawsuits are based upon breach of warranty, strict liability in tort, any failure by the Contractor to comply with the laws pertaining to the contract governing this project, the use of patent appliances, products, or processes, or any breach by the Contractor of any of its other duties, representations, covenants, or other agreements in the contract. The Contractor shall defend all suits brought upon all such claims and lawsuits and shall pay all costs and expenses incidental thereto, but MST shall have the right, at its option, to participate at its own expense in the defense of any suit, without relieving the Contractor of any of its obligations there under.

22. 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 electronic facsimile. 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:

MST:
Carl Sedoryk, General Manager/CEO
Monterey-Salinas Transit
19 Upper Ragsdale Drive, Suite 200
Monterey, CA 93940

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

23. Attorneys' Fees and Costs. In the event of a judicial dispute between the parties with respect to the enforcement or interpretation of this Agreement, the prevailing party in such dispute 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 attorneys' fees incurred therein.

24. 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.

25. 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.

26. 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.

27. Disputes. This Agreement shall be construed and all disputes arising there from shall be settled in accordance with the laws of the State of California. All claims, counterclaims, disputes and other matters in question between MST and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of California. Pending final resolution of a dispute there under the Contractor shall proceed diligently with the services provided under this Agreement.

28. Prohibited Interest. The parties hereto covenant and agree that to their knowledge no board member, officer, or employee of MST, 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 MST. 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.

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

30. Audit & Inspection of Records. (Master Agreement clause superseded by FTA Contract Provision 11)

31. Equal Employment Opportunity. (Master Agreement clause superseded by FTA Provision 24).

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

MST

[contractor name in caps]

Carl Sedoryk, General Manager/CEO

[authorized official name & title]

Date

Date

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Monterey-Salinas Transit

***Federal Transit Administration Contract Provisions
Professional Service Contracts More Than \$100,000***

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2. BUY AMERICA REQUIREMENTS—Not applicable to this contract.
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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 MST and understands and agrees that MST will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office. The Contractor agrees to include the requirements of this section in each subcontract exceeding \$100,000.
8. BUS TESTING—Not applicable to this contract.
9. PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS—Not applicable to this contract.
10. LOBBYING— The Contractor agrees to comply with the requirements of 49 CFR Part 20, "New Restrictions on Lobbying" which stipulates that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. The Contractor shall disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to MST. The Contractor agrees to include the requirements of this section in each subcontract exceeding \$100,000. [Note that the Proposer/Contractor is required to complete the Certification Regarding Lobbying contained in the solicitation package for this project]
11. ACCESS TO RECORDS AND REPORTS—The following requirements apply to this Contract: a) The Contractor agrees to provide MST, 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 proposal, the Contractor shall make available records related to the contract to MST, 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 MST, 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 MST 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. The Contractor agrees to include the requirements of this section in all subcontracts.

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 MST and understands and agrees that MST will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Contractor agrees to include the requirements of this section in any subcontract exceeding \$100,000.

15. RECYCLED PRODUCTS—Not applicable to this contract.

16. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS—Not applicable to this contract.

17. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—Not applicable to this contract.

18. [RESERVED]

19. NO GOVERNMENT OBLIGATION TO THIRD PARTIES—a) MST 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 MST, 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 AND FALSE OR FRAUDULENT STATEMENTS AND 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 (General Provision): MST may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to MST to be paid the Contractor. If the Contractor has any property in its possession belonging to MST, the Contractor will account for the same, and dispose of it in the manner MST directs. b) Termination for Default [Breach or Cause] (General Provision): If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, MST may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by MST that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, MST, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience. c) Opportunity to Cure (General Provision): MST in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to MST's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from MST setting forth the nature of said breach or default, MST shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude MST from also pursuing all available remedies against Contractor and its sureties for said breach or default. d) Waiver of Remedies for any Breach: In the event that MST elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by MST shall not limit MST's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract. e) Termination for Convenience or Default (Architect and Engineering): MST may terminate this contract in whole or in part, for MST's convenience or because of the failure of the Contractor to fulfill the contract obligations. MST shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If the termination is for the convenience of MST, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, MST may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by MST. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the

termination had been issued for the convenience of MST.

22. GOVERNMENT-WIDE DEBARMENT & SUSPENSION (NONPROCUREMENT)—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 proposal or proposal, the Proposer or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by MST. If it is later determined that the Proposer or proposer knowingly rendered an erroneous certification, in addition to remedies available to MST, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Proposer 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 Proposer 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—The following requirements apply to the underlying contract: 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. c) 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 AND DISPUTE RESOLUTION—Paragraph 27 of the *MST 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 27 in all subcontracts.

26. PATENT AND 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 3.7%. The agency's overall goal for DBE participation is 10%. 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 {insert agency name} 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 Proposer/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 MST. In addition, the Contractor may not hold retainage from its subcontractors. e) The Contractor must promptly notify MST 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 MST.

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 MST requests which would cause MST 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 AND ALCOHOL TESTING—Not applicable to this contract.

MONTEREY-SALINAS TRANSIT
REQUEST FOR PROPOSALS FOR JANITORIAL SERVICES

PRICE PROPOSAL 2021-2023

The Proposer 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 proposal 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 proposal for performing all project work required by the contract documents.
3. Its proposal 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 Proposer to submit a sham proposal or to refrain from proposing; and that it has not in any illegal manner sought to secure for himself any advantage over any other Proposer.
4. Its proposal is valid for ninety (90) days following the proposal due date.

	Monthly Fees by Year		
	Year 1 <i>(01/21 – 12/21)</i>	Year 2 <i>(01/22– 12/22)</i>	Year 3 <i>(01/23 – 12/23)</i>
A. Monthly Fixed Fee for Labor Services & Cleaning Supplies/Equipment	\$.00	\$.00	\$.00
B. Consumable Supplies Management Fee Percent (to 1/10 of a percent)	%	%	%
C. Estimated Monthly Cost of Consumable Supplies	\$3,000.00	\$3,300.	\$3,500.00
D. Estimated Monthly Fee for Consumable Supplies Management (B x C)	\$.00	\$.00	\$.00
E. Hourly Labor Rate for Graffiti Removal Services	\$.	\$.	\$.
F. Estimated Monthly Hours of Graffiti Removal	10	10	10
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
J. Estimated Monthly Fee for Emergency Services (H x I)	\$.	\$.	\$.
K. Estimated Total Monthly Billing Amount (A + D + G + J)	\$.00	\$.00	\$.00
L. Present Value Factor (assumes 4% annual discount rate)	0.9909	0.9715	0.9525
M. Number of Months in Year	12	12	12
N. Present Value of Annual Payments for Each Year (K x L x M)	\$.00	\$.00	\$.00

Present Value of Total Payments (addition of 3 figures in row N):	\$.00
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Signature of Authorizing Official

Name & Title

Date

MONTEREY-SALINAS TRANSIT
REQUEST FOR PROPOSALS FOR JANITORIAL SERVICES
PRICE PROPOSAL-OPTION YEARS 2024-2026

The Proposer 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 proposal 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 proposal for performing all project work required by the contract documents.
3. Its proposal 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 Proposer to submit a sham proposal or to refrain from proposing; and that it has not in any illegal manner sought to secure for himself any advantage over any other Proposer.
4. Its proposal is valid for ninety (90) days following the proposal due date.

	Monthly Fees by Year		
	Year 1 (01/24 – 12/24)	Year 2 (01/25– 12/25)	Year 3 (01/26 – 12/26)
A. Monthly Fixed Fee for Labor Services & Cleaning Supplies/Equipment	\$.00	\$.00	\$.00
B. Consumable Supplies Management Fee Percent (to 1/10 of a percent)	. %	. %	. %
C. Estimated Monthly Cost of Consumable Supplies	\$4,000.00	\$4,300.	\$4,500.00
D. Estimated Monthly Fee for Consumable Supplies Management (B x C)	\$.00	\$.00	\$.00
E. Hourly Labor Rate for Graffiti Removal Services	\$.	\$.	\$.
F. Estimated Monthly Hours of Graffiti Removal	10	10	10
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
J. Estimated Monthly Fee for Emergency Services (H x I)	\$.	\$.	\$.
K. Estimated Total Monthly Billing Amount (A + D + G + J)	\$.00	\$.00	\$.00
L. Present Value Factor (assumes 4% annual discount rate)	0.9909	0.9715	0.9525
M. Number of Months in Year	12	12	12
N. Present Value of Annual Payments for Each Year (K x L x M)	\$.00	\$.00	\$.00

Present Value of Total Payments (addition of 3 figures in row N):	\$.00
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Signature of Authorizing Official

Name & Title

Date

MONTEREY-SALINAS TRANSIT
REQUEST FOR PROPOSALS FOR JANITORIAL SERVICES
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: _____

MST PROPOSER INFORMATION AND PAST EXPERIENCE

Please provide a one page narrative describing the history of your company, your three largest accounts, the areas (Monterey, Bay area, San Jose area, etc.) that the business services, business philosophy, and a description of your customer service policies.

Your proposal will be evaluated on the following criteria.

CRITERIA	WEIGHT	SCORE	COMMENTS/REASONS
a. Organizational management and business plan: Proposers understanding of the work required and MST's operating environment.	20		
b. Past performance and quality of services: Previous experience with work of a similar scope and nature. Status of current contracts.	20		
c. Cost: Competitiveness in comparison to other proposals received.	40		
d. Qualification of key personnel: Related Experience of janitorial firm and key contacts	10		
e. Reference Check: Results of reference check.	10		
TOTAL EVALUATION RANKING SCORE:			

MONTEREY-SALINAS TRANSIT
REQUEST FOR PROPOSALS FOR JANITORIAL SERVICES
CERTIFICATION REGARDING LOBBYING

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards 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.

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.

Signature of Authorizing Official

Name & Title

Date

DOCUMENT END

Thank you for your interest for doing business with MST