

Invitation for Bids #18-1817
Tulsa Transit
Issued: May 25, 2018

Notice is hereby given that the Metropolitan Tulsa Transit Authority (Tulsa Transit) in Tulsa, Oklahoma will receive sealed bids for the following:

Description: **Purchase and Installation of Bulk Oil Dispensing Unit(s)**

You are invited to submit a bid to supply the goods and/or services specified above. Invitations for Bids (IFB) are on file at the Tulsa Transit office shown below. You may also request a copy of the IFB via email by contacting the Accounting & Grants Manager at jvhooser@tulsatransit.org or by calling 918-560-5609.

Metropolitan Tulsa Transit Authority
Attention: Jack Van Hooser
Accounting & Grants Manager
510 S. Rockford Avenue
Tulsa, Oklahoma 74120

Bids must be received no later than 4:30PM Local Time on July 12, 2018 and be delivered to the above address. Bids must be sealed and either mailed or delivered. No faxed or emailed bids will be considered. Bids received after the stated date and time will not be considered and will be returned to the bidder unopened.

The anticipated schedule for selection of a Proposer is as follows:

Invitation for Bid Released	May 25, 2018
Advertisement	May 27, 2018 & June 3, 2018
Questions Due/Request for Alternatives	June 28, 2018 @ 4:30PM
Bids Due	July 12, 2018 @ 4:30PM
Contract Award	July 31, 2018 12:00PM

Section 1 – Instructions and General Information

Accounting & Grants Manager

If you have any questions or need additional information, contact the buyer via email:

Jack Van Hooser,
Accounting & Grants Manager
jvhooser@tulsatransit.org
Include the IFB number on the subject line

Bidder's Notice of Intent to Submit a Bid

Email the Accounting & Grants Manager indicating your intent to bid. Include the IFB number on the subject line of the email. You will receive an email response indicating that your Notice of Intent to Bid was received. The same procedure will be followed to request clarification in writing of any point in the IFB.

Invitation for Bids #18-1817

Tulsa Transit

Issued: May 25, 2018

Bidders are encouraged to contact the Accounting & Grants Manager by email if there is anything in the specifications that would prevent you from submitting a bid. **Questions must be received by Tulsa Transit not later than 4:30PM on June 28, 2018.** Questions and answers will be provided by amendment to the Invitation for Bids.

Amendments to the Invitation for Bids

Any bidder that has submitted a Notice of Intent to Submit a Bid via email will be notified of any amendment by email. The bidder will be required to acknowledge the receipt of all amendments as part of the bid package.

Bid Packet Submission

Tulsa Transit requires three copies of bid documents, one original, and two copy. Each must be clearly labeled on the front sheet. An electronic copy is required. The bid packet shall consist of the following documents:

1. Bid Sheet (Exhibit A)
2. Exceptions to Specifications if Needed (attach to bid sheet)
3. DBE Qualification Form (Exhibit B)
4. Statement of Qualifications (Exhibit C)
5. Customer References (Exhibit D)
6. FTA Federally Required Contract Clause form (Exhibit E)

Bidders must propose a fixed price for the items specified in this Invitation for Bid and for any proposed options. Tulsa Transit is a tax exempt public trust established by the City of Tulsa and funded by federal and local governments to provide public bus transportation.

Contract Award

Tulsa Transit reserves the right to reject any and all bids in whole or part. Multiple contracts may be awarded as a result of this solicitation. If a contract is awarded, it will be awarded to the bidder offering the best overall value to Tulsa Transit, provided that the bidder has been determined to be a responsive, responsible bidder meeting specifications. If Tulsa Transit selects your bid you shall not commence work until you have received authorization in writing from the Procurement and Grants Administrator.

Payment Terms

Bidder shall deliver all goods in new condition and free and clear of liens. Acceptance will be at the Tulsa Transit facility, 510 S. Rockford Ave., Tulsa, Oklahoma 74120. Final payment will be made upon receipt and acceptance of all goods and services by Tulsa Transit.

Delivery Schedule

Time is of the essence in the performance of this contract. All deliveries must take place prior to **August 31, 2018.** An earlier delivery is desired if possible.

Compliance with Oklahoma Taxpayer and Citizen Protection Act

Invitation for Bids #18-1817

Tulsa Transit

Issued: May 25, 2018

The Oklahoma Taxpayer and Citizen Protection Act of 2007 (“OTCPA”) prohibits Tulsa Transit from entering into a contract for the physical performance of services within Oklahoma unless the contractor registers and participates in a Status Verification System to verify the work eligibility status of all new employees. According to the OTCPA, a Status Verification System means an electronic system operated by the federal government, through which an authorized official of an agency of the State of Oklahoma or of a political subdivision therein may make an inquiry, by exercise of authority delegated pursuant to Section 1373 of Title 8 of the United States Code, to verify or ascertain the citizenship or immigration status of any individual within the jurisdiction of the agency for any purpose authorized by Section 7 of this act. The Status Verification System shall be deemed to include:

- a. the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996, P.L. 104-208, Division C, Section 403(a); 8 U.S.C., Section 1324a, and operated by the United States Department of Homeland Security, known as the Basic Pilot Program,
- b. any equivalent federal program designated by the United States Department of Homeland Security or any other federal agency authorized to verify the work eligibility status of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603,
- c. any other independent, third-party system with an equal or higher degree of reliability as the programs, systems, or processes described in this paragraph, or
- d. the Social Security Number Verification Service, or such similar online verification process implemented by the United States Social Security Administration.

Contractor agrees to comply with all provisions of the OTCPA, including the requirement set forth in 25 O.S. §1313 to register and participate in the Status Verification System, as defined in that statute, to verify the work eligibility status of all new employees employed in the State of Oklahoma. Contractor agrees to defend, indemnify and hold Tulsa Transit harmless from any and all claims, penalties, fines, damages and any other liability or cost to Tulsa Transit arising from Contractor’s failure to comply with this paragraph or any of the provisions of the OTCPA.

Conflict of Interest

Each entity that enters into a contract with Tulsa Transit is required, before entering into such contract, to inform Tulsa Transit of any real or apparent organizational conflict of interest. Such organizational conflict of interest exists when the nature of the work to be performed under a contract may result in an unfair competitive advantage to the contractor, or may impact contractor's objectivity in performing the contract work. If the bidder is aware of any such conflict of interest it must clearly describe the circumstances of the conflict in the bid or proposal submitted.

Invitation for Bids #18-1817

Tulsa Transit

Issued: May 25, 2018

Section 2 – Specifications

Tulsa Transit’s references to a brand name, manufacturer, make, or catalogue designation in describing an item in this bid packet does not restrict you to that brand or model. Tulsa Transit may make such a reference to indicate the type, character, quality, and/or performance of the item desired. However you are required to furnish the exact item described in your bid unless a proposed substitution is clearly described and noted in your bid.

All goods shall be new unless otherwise so stated in the Invitation for Bid. Any unsolicited alternative bid, or any changes, insertions or omissions to the terms and conditions, specifications, or any other requirements of this bid, may be considered non-responsive and result in the bid being rejected. **Any request for approval of an alternative bid must be submitted to Tulsa Transit not later than 4:30PM on June 28, 2018.** The results of any alternative bid requests will be provided by amendment to the Invitation for Bids. Exceptions to the specifications shall be listed and fully explained on a separate page entitled “Exceptions to Specifications.”

Description

Tulsa Transit is soliciting bids for the purchase of a bulk oil dispenser with the following listed specifications.

MINIMUM SPECIFICATIONS ARE AS FOLLOWS

- Contractor shall furnish all labor, material, equipment, and insurance required to execute, install, and complete this project in accordance to these specifications.

Fluid Storage Tanks with Workbench

The stand shall be powder coated with a stainless steel work top. The stand will house two poly storage tanks with secondary containment incorporated into the housing. The assembly shall be no larger than 69” wide by 36” deep. The assembly shall include two pneumatic pumps with hose reels and digital dispensers. Pumps, hose reels and dispensers should be bolted to the work bench but must not be made into the work top itself. The fill ports shall be conveniently located to allow for tank refilling without tools. Assembly shall be constructed to allow movement using forklift or similar device. Pricing shall include all items listed above as well as shipping, installation and setup.

Invitation for Bids #18-1817

Tulsa Transit

Issued: May 25, 2018

Requirement and Considerations

1. CERTIFICATION REGARDING COMPTROLLER GENERAL'S LIST OF INELIGIBLE PROPOSERS

The Proposer or Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Comptroller General;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or Contract Agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(If the Proposer or Sub-contractor is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PROPOSER OR CONTRACTOR, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 et. seq. ARE APPLICABLE

By: _____
Authorized Signature Company

The authorized official signing above hereby certifies that he/she shall, under State and Local law, comply with the subject assurances and that the certification above has been legally made.

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____, 2012.

Notary Number _____

My Commission Expires _____

Invitation for Bids #18-1817

Tulsa Transit

Issued: May 25, 2018

Exhibit A

BID SHEET (Page 1 of 2)

1. Bidder Information

Bidder's Exact Legal Name: _____
(Bidder's company name as reflected on its organizational documents, i.e., not a DBA)

State of Organization: _____

Bidder's Type of Legal Entity: (check one)

Sole Proprietorship Limited Liability Company Partnership

Limited Liability Partnership Corporation Limited Partnership Other:

Bidder's Address: _____
Street City State Zip Code

Bidder's Website _____ Email Address: _____

Sales contact:

Name: _____

Street: _____

City/State/Zip: _____

Phone: _____

Fax: _____

Email: _____

Alternate sales contact:

Name: _____

Street: _____

City/State/Zip: _____

Phone: _____

Fax: _____

Email: _____

1. Delivery. If your Bid is accepted and a contract is executed, state the number of days from the date of contract signing you need to complete the work: _____.

You must be able to deliver the Goods and/or Services as specified in your Bid. Failure to do so may result in Tulsa Transit terminating the contract.

Invitation for Bids #18-1817

Tulsa Transit

Issued: May 25, 2018

BID SHEET (page 2 of 2)

2. Pricing (Attach additional pages if needed.)

Make/Model (attach complete specification)	Quantity	Unit Price	Extended Price	Installation Cost	Total Cost
TOTAL					

Bidder Declaration:

1. That bidder has carefully read and fully understands the full scope of the Specifications.
2. That bidder has the capability to successfully undertake and complete the responsibilities and obligations in said Specifications.
3. That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to bid opening, but may not be withdrawn after bid opening date and time.
4. That the TULSA TRANSIT reserves the right to award or reject any or all bids and to accept that bid which will, in its opinion, best serve the public interest. TULSA TRANSIT reserves the right to waive any technicalities and formalities in the Proposal/Bidding.
5. I acknowledge receipt of addenda number(s). If more than four addenda are required, please write in the appropriate addenda information and initial.

Addenda # 1 Date _____ Initialed _____

Addenda # 2 Date _____ Initialed _____

Addenda # 3 Date _____ Initialed _____

Addenda # 4 Date _____ Initialed _____

The undersigned Bidder hereby submits to TULSA TRANSIT this bid to TULSA TRANSIT for Construction Services.

Bidder's Company Name _____

Authorized Signature Here ►

Printed Name: _____

**Invitation for Bids #18-1817
Tulsa Transit
Issued: May 25, 2018**

**Exhibit B
DBE QUALIFICATION FORM**

___ Is your firm certified as a DBE with the Oklahoma Department of Transportation (ODOT).

Does your firm meet the following requirements to qualify as a DBE under the DOT DBE Program:

- ___ Disadvantaged owners are U. S. citizens or legal permanent residents.
- ___ Firm's annual gross income does NOT exceed \$17.20 million (averaged over 3 years).
- ___ Firm is at least 51% owned and controlled by socially and economically disadvantaged individuals.
- ___ Firm meets SBA small business size in the primary industry group (13 CFR part 121).
- ___ Firms owned by ANC's Indian Tribes, and Native Hawaiian Organizations, meet the small business size requirements and are controlled by socially and economically disadvantaged individuals.
- ___ Firms and owners meet the requirements of part 26 concerning licenses and credentials.
- ___ Firms must be for – profit.
- ___ Please check here if this does not apply to your company.

Contact Jack Van Hooser at 918-382-4936 should you need information regarding DBE Certification.

Please print the following information:

Firm Name _____

Authorized Signature _____

Title _____

Date _____

Invitation for Bids #18-1817

Tulsa Transit

Issued: May 25, 2018

Exhibit C

STATEMENT OF BIDDER'S/ PROPOSER'S QUALIFICATIONS (Page 1 of 2)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. Should this page not be part of the bid/proposal packet, you're bid will be classified as not in compliance and may be disqualified. The questions may be answered on separate attached sheets. Bidder/Proposer may submit additional information he/she desires.

Name of Bid/Proposer _____

Permanent Main Office Address _____

Office Phone _____ Cell Phone _____

Fax Number _____ E-mail Address _____

When Organized _____

If a Corporation, where Incorporated _____

How many years have you been engaged in business under your present firm name? ____

List previous business names if any _____

Have you ever failed to complete any work awarded to you? _____

Have you ever defaulted on a Contract Agreement? _____

If you answered yes to 9 or 10 above attach explanation.

Attach background and experience of the principal members of your organization, including the officers.

Provide D&B report or other statement of credit.

Invitation for Bids #18-1817

Tulsa Transit

Issued: May 25, 2018

**Exhibit D
References**

Bidder shall furnish the names, addresses and phone numbers for a minimum of three firms or government organizations for which the bidder is currently furnishing or has furnished products and services within the past three years.

Customer References

Company Name _____
Address _____
Contact Name _____
Telephone Number _____
Describe products / services provided _____
Length of Time Providing Products / Services _____

Company Name _____
Address _____
Contact Name _____
Telephone Number _____
Describe products / services provided _____
Length of Time Providing Products / Services _____

Company Name _____
Address _____
Contact Name _____
Telephone Number _____
Describe products / services provided _____
Length of Time Providing Products / Services _____

Company Name _____
Address _____
Contact Name _____
Telephone Number _____
Describe products / services provided _____
Length of Time Providing Products / Services _____

Company Name _____
Address _____
Contact Name _____
Telephone Number _____
Describe products / services provided _____
Length of Time Providing Products / Services _____

Invitation for Bids #18-1817

Tulsa Transit

Issued: May 25, 2018

Section 3 - Federal Clauses

1.0 No Obligation by the Federal Government.

(1) The Purchaser 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 the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) 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.

2.0 Program Fraud and False or Fraudulent Statements or Related Acts.

(1) 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 C.F.R. 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.

(2) 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.

(3) 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 sub-proposer who will be subject to the provisions.

3.0 Access to Records - The following access to records requirements apply to this Contract:

(1) Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, 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 C.F.R. 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.

Invitation for Bids #18-1817

Tulsa Transit

Issued: May 25, 2018

4.0 Federal Changes - 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 Purchaser 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.

5.0 Civil Rights - The following requirements apply to the underlying contract:

(1) 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.

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

(a) 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 C.F.R. 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.

(b) 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.

(c) 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 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also 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.

6.0 Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26,

Invitation for Bids #18-1817

Tulsa Transit

Issued: May 25, 2018

Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 3%. 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)).

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

d. The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 15 days from the receipt of each payment the prime contractor receives from MTTA. The prime contractor agrees further to return any retainage payments to each subcontractor within 20 days after the subcontractor's work is satisfactorily completed. Should payment not be rendered in a timely manner, MTTA shall hold an informal hearing, where the contractor and subcontractor, meet with representatives from MTTA. After hearing from both parties, a decision will be rendered within five days, detailing the consequences/sanctions, which shall be consistent with the non-compliant issue, which could, if warranted, include termination for default or convenience. The contractor officer shall work with the DBELO and Administrator of Grants and Procurement, and other representatives as necessary. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of MTTA. This clause applies to both DBE and non-DBE subcontracts. e. The contractor must promptly notify MTTA, 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 MTTA.

7.0 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 4220.1F, 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 (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

8.0 Termination

(1) Termination for Convenience (General Provision) MTTA 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 MTTA to be paid the Contractor. If the Contractor has any property in its possession belonging to MTTA, the Contractor will account for the same, and dispose of it in the manner MTTA directs.

(2) Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or 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, MTTA may terminate this contract for default. MTTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The

Invitation for Bids #18-1817

Tulsa Transit

Issued: May 25, 2018

Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. 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 MTTA.

(3) Opportunity to Cure (General Provision) MTTA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor fourteen (14) 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 MTTA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within fourteen (14) days after receipt by Contractor of written notice from MTTA setting forth the nature of said breach or default, MTTA 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 MTTA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

9.0 Suspension and Debarment

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 MTTA. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to MTTA, 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.

10.0 Energy Conservation Requirements

Energy Conservation - 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.

11.0 Protest Procedures

MTTA has on file a set of written protest procedures applicable to this solicitation that may be obtained by contacting MTTA's procurement officer. Any protest filed by an Offeror in connection with the RFP must be submitted in accordance with MTTA's written procedures.

12.0 Special Notification Requirements for States.

To the extent required by Federal law, the State agrees that, in administering any Federal

Invitation for Bids #18-1817

Tulsa Transit

Issued: May 25, 2018

assistance Program or Project supported by the underlying Grant Agreement or Cooperative Agreement, any request for proposals, solicitation, grant application, form, notification, press release, or other publication involving the distribution of Federal assistance for the Program or the Project shall indicate that FTA is the Federal agency that is providing the Federal assistance, the Catalog of Federal Domestic Assistance Number of the program from which the Federal assistance is authorized, as applicable, and the amount provided.

13.0 Recycled Products

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