



## REQUEST FOR PROPOSALS

### TULSA REGIONAL TRANSIT SYSTEM PLAN AND ALTERNATIVES ANALYSES

**RELEASE DATE: March 2, 2010**

The Indian Nations Council of Governments (“INCOG”) invites Proposals from qualified firms or teams to provide consulting services in connection with INCOG’s desire to complete a Regional Transit System Plan and Alternatives Analysis for corridors in the Tulsa Metropolitan Area.

**Optional Pre-Proposal Conference: Tuesday, March 9, 2010, 10:00 a.m. CT  
INCOG, 2 W 2<sup>nd</sup> Street, 8<sup>th</sup> Floor, Large Conference Room, Tulsa, OK**

This meeting will also be available via conference call by calling (712) 432-0111, Access Code 572669#  
All callers on the conference call will be muted, but may submit questions in writing until March 12 at 5pm.

Please advise of intent to attend to James Wagner at [jwagner@incog.org](mailto:jwagner@incog.org)

**Proposals must be received electronically and postmarked no later than 4:00 pm Central Time (CT) on Friday, April 9, 2010.** Any Proposal received or postmarked after the date and time specified above will be rejected, considered non-responsive, and returned to the Proposer(s) unopened.

*Questions may be submitted in writing no later than March 12 to James Wagner by mail to INCOG, Two W 2<sup>nd</sup> Street, Ste 800, Tulsa, OK 74103, by email to [jwagner@incog.org](mailto:jwagner@incog.org), or by facsimile to: (918) 579-9547. Addenda to this RFP, including responses to any questions and modifications will be posted on the INCOG website [www.incog.org/transportation/AARFP.htm](http://www.incog.org/transportation/AARFP.htm) by Friday, March 19.*

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## I. Overview

INCOG Member Communities in Tulsa County have requested that a regional Transit System Plan be developed to help identify and prioritize high-capacity transit corridors that are likely to require additional capacity over the next 30 years. The regional Transit System Plan will inform decision-making in the region so that scarce resources may be allocated in the most efficient and effective way possible. The regional Steering Committee has also requested that Alternatives Analysis (“AA”) be performed on up to four corridors and the urban core to identify the costs, benefits, environmental and social impacts, and financial feasibility of corridors resulting from the Transit System Plan. With regard to environmental impacts, an assessment of the potential effect of transit investment and mode share shift on the ozone levels and emissions should be analyzed. It is INCOG’s desire that the regional Transit System Plan produce the purpose and need required to begin the Alternatives Analysis process for each of those corridors. The system planning and AA process will involve significant public participation to ensure that the options chosen are consistent with the local community’s input. The study should employ sound technical analysis using the regional travel demand model and employ the most recent planning forecasts and assumptions. During the entire process, frequent coordination with staff at the Federal Transit Administration (“FTA”) will be necessary.

Specifically, the objectives of this study will be to:

- a) Adopt a Transit System Plan that identifies corridors which will serve the travel patterns of the Tulsa Region for the next 30 years that is based on sound technical analysis and public participation,
- b) Prioritize and develop a purpose and need statement for the corridors identified in the Transit System Plan
- c) Perform Alternatives Analysis on corridors identified in the Transit System Plan consistent with FTA New Starts guidance,
- d) Adopt a Locally Preferred Alternative (LPA) for each corridor,
- e) Be prepared to enter Preliminary Engineering and/or NEPA documentation for project(s) that complete the AA process, and
- f) Coordinate with and seek FTA concurrence in each step of the Transit System Plan and AA process

INCOG seeks the assistance of a professional consultant team to achieve these objectives and further refine a scope of work that will allow the region to move forward with decision-grade information regarding transportation investments.

## II. About INCOG

**The Indian Nations Council of Governments (INCOG)** is a voluntary association of local governments. INCOG provides planning and coordination services to assist in creating solutions to local and regional challenges in such areas as land use, transportation, community and economic development, the environment and public safety. As the Metropolitan Planning Organization (MPO) for the Tulsa Region, INCOG assists local governments with transportation

planning services and coordination of capital investments through regular updates of the Long Range Transportation Plan and the Transportation Improvement Program.

### **III. Background**

The 2005 INCOG Long Range Transportation Plan, [Destination 2030](#), identified the need to begin to look at alternatives to highway expansion in the major commute corridors that serve the Tulsa Metropolitan Area. Specifically, those corridors included the Broken Arrow Corridor (SH 51), the Arkansas River West Bank (roughly US 75), a northeast Tulsa rail line to the Tulsa International Airport, the SK&O line to Owasso (relief for US 169), the rail line to Sand Springs (US 412), and the rail line to Sapulpa (I-44).

In 2007, the Metropolitan Tulsa Transit Authority (MTTA) began a 6-month feasibility study of the Broken Arrow Expressway (SH 51) corridor from Downtown Tulsa to Downtown Broken Arrow, linking Oklahoma's second and fourth largest cities. The study looked at alignment, operational costs, operational costs, grade crossing safety, and development of an operations and maintenance plan. Two primary technologies were considered including commuter rail and a bus rapid transit option. Estimated capital costs for implementation of a peak-hour only service for commuter rail were approximately \$50 million. Annual operational costs were estimated at \$3.1 million. For the BRT option, capital costs were estimated to be \$23 million and annual operational costs were \$1.9 million.

In response to the favorable report from the Broken Arrow Corridor Feasibility Study, INCOG requested a [Transportation Capacity Building Program \(TCBP\) Peer Exchange](#) from FHWA/FTA to learn more about what other "peer" regions have done with regard to planning for transit. In April 2008 representatives from Denver, Austin, and FTA were invited to Tulsa to share with about 100 community representatives their advice on developing a regional approach to transit. The primary recommendations of this peer exchange were to:

1. Develop a shared vision for future transportation and land use
2. Bring political leaders and the business community on board and gain support from both
3. Be proactive in the approach to dealing with transportation and land use issues
4. Enhance understanding of Transit Oriented Development and opportunities

Recognizing that the region's transportation challenges were broader than the Broken Arrow Expressway corridor, in 2008 INCOG initiated an ad-hoc committee of the Transportation Policy Committee to examine transit corridors from a regional perspective. This group focused on major commuter corridors in the region and analyzed the commute patterns within those corridors. The group also conducted a SWOT analysis to identify Strengths, Weaknesses, Opportunities, and Threats to moving high-capacity transit forward in the Tulsa region. The results of this process are included in the [Rail Transit Strategic Plan](#).

Based on existing commute patterns and freight rail corridors, the Ad-Hoc Committee of the Transportation Policy Committee ultimately recommended that five corridors be pursued more thoroughly through the Alternatives Analysis process. Each of these corridors connect the Tulsa CBD to the downtown area of these cities. Those five corridors are:

- Tulsa – Broken Arrow (along Union Pacific/SH 51 corridor)

- Tulsa – Jenks/Bixby (along Tulsa Sapulpa Union RR corridor)
- Tulsa – Owasso (along SK&O RR corridor)
- Tulsa – Sand Springs (along Sand US 412/Springs RR corridor)
- Central Corridor (connecting the Tulsa urban core to the junction point of the first four corridors)

No detailed transit planning work has been completed in any of these corridors except for the Broken Arrow in the Feasibility Study completed in 2007.

The municipalities referenced above have adopted comprehensive plans that include land use and transportation developments that affect this study. Currently, the City of Tulsa is holding public hearings regarding the adoption of their Comprehensive Plan, PLANiTULSA, which also includes public transit elements. This plan includes Bus Rapid Transit and high-frequency bus options on corridors that are anticipated to attain transit supportive density. The plan is expected to be adopted by Tulsa Metropolitan Area Planning Commission and approved by the City Council by Summer 2010.

## **IV. Major Work Elements**

*The scope of work presented here is intended to be an outline of work expected to be completed by the consultant. It is not intended to be a final scope and should be refined further through the proposal process and the negotiation process.*

### **A. Transit System Plan**

INCOG desires to engage a consultant to develop a Regional Transit System Plan for the Tulsa Metropolitan Region. The confines for the study area will include the municipalities of Tulsa, Broken Arrow, Bixby, Jenks, Owasso, and Sand Springs as well as the unincorporated areas of Tulsa County. These municipalities lie principally within the borders of Tulsa County. Working through public participation and technical analysis, the consultant shall deliver a Transit System Plan that identifies commute patterns and land use patterns that are likely to support high-capacity transit modes such as commuter rail, light rail, Bus Rapid Transit, High Occupancy Vehicle, High Occupancy Toll, and other alternatives to the single occupant vehicle. While specific mode and alignment may not be determined by the System Plan, it will at a minimum determine the corridors for which transit is best suited, and define conceptual alternatives as discussed in the FTA document *Additional Guidance on Local Initiation of Alternatives Analysis Planning Studies*.

Work elements for the Transit System Plan will include, but are not limited to:

- Public involvement with all regional communities defined above
- Utilization of the regional travel demand model to determine likely commute sheds for the region that are best suited for transit, or that have needs for alternatives to highway capacity expansion through widening
- Definition of corridor study areas for further analysis during AA
- Demographic analysis
- Identification of transit system service modifications and enhancements where needed throughout the region to further increase the effectiveness of a regional transit system and fill gaps the high-capacity mode cannot serve

- Prioritization of corridors based on length, land development patterns, future congestion, ROW availability, potential environmental issues, cost, and other relevant factors
- A purpose and need statement for each corridor that will be used in the beginning stages of AA for each corridor

The Regional System Plan will also include an assessment and recommendation of a useful institutional and funding structure for a transit operating authority. Currently the public transit property in Tulsa is a trust of the City of Tulsa and contracts with bordering municipalities to provide transit service outside the city limits of Tulsa. The consultant would be charged with assessing, analyzing, and recommending a regional transit structure according to what is allowed by Oklahoma Statute. In addition, the consultant will recommend necessary changes to state statute if necessary to achieve a more functional institutional structure. As part of this task, the consultant would assess the possibility of a Title 60 Trust (60 O.S. § 176) and the creation of a Regional Transportation District as permitted in 68 OS § 1370.7. The assessment should also include an understanding on how transit services in peer cities and regions are funded. Recommendations on an operational and capital funding structure shall also be included in this assessment.

Systems engineering should be an important aspect of building a regional transit network. Federal Regulations (23 CFR 940.11) require that “all ITS projects funded with highway trust funds shall be based on systems engineering analysis.” At the implementation stage ITS technology will be an integral part of a regional transit network. The Proposer should show knowledge of systems engineering as described in the Federal Register and be familiar with the [Tulsa Regional Intelligent Transportation System \(ITS\) Implementation Plan](#) and be prepared to integrate the plan with the Regional Transit System Plan.

The Regional Transit System Plan should begin with recent work already completed concerning transit corridors in the region. These studies include:

- [Destination 2030 Long Range Transportation Plan](#)
- [2007 Broken Arrow Corridor Feasibility Study](#)
- [2008 INCOG Rail Transit Strategic Plan](#)

In addition, the Comprehensive Plans for each of the affected municipalities should be considered in the development of the Transit System Plan.

- [2010 PLANiTULSA Comprehensive Plan](#) (in draft stage currently)
- [2003 Broken Arrow “Creating the Best Community” Comprehensive Plan](#)
- Owasso Comprehensive Plan
- Sand Springs Comprehensive Plan
- Jenks Comprehensive Plan
- [Bixby Comprehensive Plan](#)

At the conclusion of the Regional Transit System Plan, the Steering Committee and the INCOG Board of Directors anticipates adoption of the plan and proceeding with Alternatives Analyses on the corridors in order of priority.

Throughout the process the consultant shall share any data analysis steps and document any assumptions made in travel demand modeling or any other data analysis. Travel Demand Model input and output data shall be made available to INCOG. All GIS data used shall also be

made available to INCOG. It is of utmost importance that the data used in the study be readily available and documented thoroughly so that FTA and INCOG can reproduce the results in the System Plan. An effective Quality Assurance/Quality Control (QA/QC) process will be essential.

As part of this Scope of Work, the Consultant will be required to consider the impact the proposed Transit System Plan may have on minority and low-income populations. Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance. Specifically, Title VI provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." (42 U.S.C. Section 2000d).

## **B. Public Participation**

As a regional planning agency, INCOG desires to involve all regional stakeholders. Tulsa Transit, as a trust of the City of Tulsa operates on a limited funding basis which results in little to no transit service in many of INCOG's member communities in Tulsa County. As a result, many of these communities have never been engaged in the discussion of transit. In contrast, many desire to be connected to the region via transit. Engaging these communities will involve extensive effort and effective communication skills.

INCOG seeks a consultant (or sub-consultant) that has a proven track record of engaging communities in the discussion of high-capacity transit. The consultant must have the skills not only to vision with the communities about what they would like to see, but ultimately to communicate the trade-offs in terms of transportation investments during the AA process. INCOG will work closely with the consultant to develop an appropriate Public Participation Plan and will be involved closely with implementation of the plan.

The public participation element of the study should include at least the following:

- **Stakeholder Interviews and Briefings:** As an effort to involve as many people as possible in the process, INCOG requests that interviews be held with stakeholders. The consultant will be responsible for coordinating and scheduling these interviews.
- **Focus Groups:** Building regional support for a new transit system is important. The consultant team should have focus groups with regional decision-makers as an effort to inform and educate as well as to receive feedback on the direction of the Transit System Plan.
- **Study Area Tours:** The consultant will be responsible for conducting tours for the benefit of the Stakeholder Advisory Committee and the Technical Advisory Committee as well as the Steering Committee if requested. This will help to orient the participants to areas of the region they may not know well.
- **Public Workshops:** The consultant will coordinate with the INCOG Public Outreach Planner to hold a series of public workshops for the System Plan as well as additional focused area workshops for the Alternatives Analyses corridors. These workshops should inform participants on the study and allow feedback on proposed transit technologies, alignments, and community impacts.

- **Stakeholder and Technical Advisory Committees:** The consultant will create a meeting schedule for the Stakeholder Advisory Committee and the Technical Advisory Committee and coordinate meeting space and communications with both.
- **Project Website:** The consultant will be responsible for setting up a project website with a Content Management System component so INCOG staff may easily update information on meetings and disseminate project information, maps, reports, etc.
- **Project Newsletter:** The consultant will be responsible for a newsletter that will be made available to citizens and posted on the website. This newsletter should be translated into Spanish to accommodate any non-English speaking citizens.
- **Feedback:** The consultant will be responsible for organizing, summarizing, and reporting any feedback received in throughout the course of the project.
- **Surveys:** The consultant will be responsible for any surveys that would be used to gain more information on the public's opinion on solving transportation problems
- **Media Relations:** The consultant will be responsible for creating a media relations plan that seeks to have a proactive approach to addressing media concerns. Press releases will be prepared on a regular basis by the consultant.
- **Speaker's Bureau:** The consultant would be responsible for taking requests for speakers to present on the status of the plan and inform local groups about how they can have input on the plan.

### **C. Alternatives Analyses**

INCOG seeks a consultant with experience with Alternatives Analysis and a demonstrated track record working with the Federal Transit Administration. The AA process is defined in detail and must be carried out with excellent technical skill and constant communication with FTA to be successful. A successful consultant will demonstrate knowledge of the AA process and aptitude regarding the technical analyses needed to produce a technically sound AA. Consideration should also be given to beginning the NEPA process required at the conclusion of an AA. The consultant should be experienced in NEPA project management and technical analyses in the event the project advances to an AA/DEIS or Environmental Assessment, as the case may be.

It is important that the Alternatives Analysis process follow guidance that FTA publishes regarding New Starts and Small Starts requirements. The LPA that results from this study should have all the elements required by FTA to advance into the New Starts process.

INCOG anticipates a staggered and sequential approach to developing Alternatives Analysis studies. The first AA would be completed on the highest priority corridor as identified by the System Plan. Subsequent AAs would then be undertaken in a staggered approach until all AAs are completed, depending on funding availability.

Work elements for the AA would include, but are not limited to:

- **Alternatives Analysis Initiation Packet to FTA**
  - Transportation Problem Statement
  - Purpose and Need Statement
  - Alternatives Evaluation Criteria
  - Potential Alternatives

- **Purpose and Need Statement:** The purpose and need statement will flow from the Transit System Plan and serve as the basis for developing goals, objectives, and evaluation criteria for the study.
- **Travel Demand Modeling:** INCOG is currently working with a consultant (Whitehouse Group) to add a mode choice model component to the existing regional travel model. A robust transit passenger on-board survey has been recently completed and is the primary source for the consultant's model calibration and validation activities. The consultant to be hired from this Request for Proposals will review INCOG's updated regional travel model for applicability to the contracted transit systems planning and alternatives analysis activities. Consultant may suggest improvements to the entire model or to specific components of the model, utilizing any or all approaches feasible within a reasonable scope to project future transit ridership and user benefits. These improvements may include, but are not limited to, the travel model's structure or parameters; zones or districts; and roadway/transit network refinements. If required and warranted in the course of the analysis, the Consultant may use and document alternative or supplemental methodologies to finalize corridor level forecasts.

Consultant will be responsible for creating a reasonable course of action for producing a final product that is capable of interacting with FTA's Summit model, and for producing (and preserving) forecasts that will be acceptable to FTA for a New or Small Starts project evaluation.

The consultant is expected to interact with FTA, INCOG and MTTA as needed in this process.

- **Public participation as described in Section IV.B.**
- **Development of Initial Alternatives:** The consultant will develop a broad scope of potential alternatives that address the purpose and need and will at a minimum include a No-Build, Transportation System Management (TSM), and any reasonable build alternatives that address the purpose and need. Build alternatives may include exclusive bus lanes, HOV lanes, Bus Rapid Transit, fixed-guideway modes including light rail and commuter rail, and any other reasonable alternatives.
- **Develop Screening Criteria:** The consultant will work to screen initial alternatives based on criteria that will determine whether an alternative is reasonable to pursue into a second tier of analysis. Second tier analysis will be applied to alternatives that progress past the first screening. This criteria will involve impacts on the transportation system, mobility, and travel patterns. The second tier alternatives should also screen any alternatives that are unlikely to proceed based on environmental, social, or manmade barriers. Screening criteria will include the purpose and need as a primary guide.
- **Evaluate Costs, Benefits, Impacts:** The consultant will evaluate all reasonable alternatives in a given corridor. The evaluation of the costs, benefits, and impacts should focus on trade-offs between alternatives and provide the information in an easy-to-understand format so that local decision-makers may comprehend the differences between alternatives.

- **Develop Ridership Forecasts** that determine the projected ridership based on the travel demand model and any reasonable assumptions concerning land use, economic development, or job growth.
- **Develop Operational Plans** for the alternatives that advance from the screening process. The operational plans shall include:
  1. Service standards
  2. Station locations
  3. Travel times
  4. Headway (by time period)
  5. Fare structure
  6. Hours of service
  7. Type of vehicles
  8. Number of vehicles required
  9. Peak load capacity
  10. Vehicle miles travelled
  11. Vehicle hours travelled
- **Produce a technical memorandum to FTA** detailing the methods used for capital costing, O&M costing, ridership forecasts, benefits forecasts, model documentation, quality control procedures, and peer reviews.
- **Develop an operating financial plan** consistent with FTA guidance and include a sensitivity analysis of factors impacting financial projections. The financial plan shall include both Capital and Operations & Maintenance projected costs.

Throughout the process the consultant shall provide INCOG with data analysis steps and document assumptions made in travel demand modeling or any other data analysis. Travel Demand Model input and output data shall be made available to INCOG. All GIS data used shall also be made available to INCOG. It is of utmost importance that the data used in the study be readily available and documented thoroughly so that FTA and INCOG can reproduce the results in the Alternatives Analysis.

As part of this Scope of Work, the Consultant will be required to consider the impact the proposed alternatives have on minority, elderly, and low-income populations. Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance. Specifically, Title VI provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." (42 U.S.C. Section 2000d). It will be important to consider these impacts when conducting an analysis of proposed transportation solutions.

## V. Anticipated Timeline

March 2, 2010	Issue Request for Proposals
March 9, 10:00 AM CT	Pre-proposal conference, INCOG, 2 W 2nd Street, 8 <sup>th</sup> Floor, Tulsa, OK Attendance is encouraged, but not a requirement for proposal. This meeting will also be available via conference call by calling (712) 432-0111, Access Code 572669# All callers on the conference call will be muted, but may submit questions in writing until March 12.
March 12, 5:00 pm CT	Questions due for consideration
March 19, 5:00 pm CT	INCOG will post responses to questions at <a href="http://www.incog.org/transportation/AARFP.htm">www.incog.org/transportation/AARFP.htm</a>
<b>April 9, 4:00 PM CT</b>	<b>PROPOSALS DUE electronically to <a href="mailto:jwagner@incog.org">jwagner@incog.org</a> AND hard copies (10) postmarked</b>
April 16 – April 21	Steering Committee's Technical Sub-Committee and Steering Committee will narrow submissions using the evaluation criteria to a short list of qualified consultants
Week of May 3	Interviews with short listed consultant teams
June 10	<u>Anticipated</u> INCOG Board of Directors Selection of Consultant and Contract Approval

## VI. Proposal Requirements

To be considered under this RFP, each proposal must meet the following requirements:

- Proposals must be submitted both electronically and hard copy. Electronic versions in PDF format shall be submitted via email to [jwagner@incog.org](mailto:jwagner@incog.org). A confirmation of receipt will be sent within one working day. Hard copy submissions shall be submitted to:

INCOG Transit System Plan and AA RFP  
Attn: James Wagner  
2 West 2nd Street, Suite 800  
Tulsa, OK 74103-3116.

- The Work Proposal must include all information regarding the technical details of the work approach. A Cost Proposal is **not permitted** with the response to this RFP. Any cost information included with this RFP will be considered non-responsive and the proposal will be automatically rejected.
- Proposals must be received no later than 4:00 PM Central Time (CT) on Friday, April 9, 2010.** Any Proposal received after the date and time specified above will be rejected, considered non-responsive, and returned to the Proposer(s) unopened.
- The Work Proposal should not exceed forty (40) pages in length excluding promotional brochures, general firm information, and staff resumes. The proposal format should generally follow the following format:
  - Qualifications of the Firm

- b. Composition of the Firm's Team
  - c. Relevant Experience of the Firm and the Team
  - d. Approach to the Major Work Elements and Project Scope
  - e. Awards/Honors for Prior Work
5. Provide ten (10) hard copies of the Work Proposal.
  6. A separate Request for Qualifications will not be a part of this proposal process. As a result, qualifications based on previous work should be included with this proposal. Please include a description of similar projects the Proposer has conducted, the staff involved, location of the project, reference contact information of the client, and date of project completion. In addition to transit planning experience, staff should show aptitude in land use, economics, land development issues, environmental analysis, travel demand modeling, and systems engineering. Resumes for key staff must be included as an addendum and are not subject to the 40 page limit. Changes in the staff during the negotiation process from what was identified in the proposal will be considered a change of scope and will be grounds for rejection of the proposal. Please list all current or anticipated assignments of the staff proposed for this project.
  7. The Work Proposal should include information about Disadvantaged Business Enterprises (DBEs) and estimated percentage of participation in this Proposal by qualified DBEs. A good faith effort must be made to incorporate DBEs into the Proposal. A list of qualified DBEs for Oklahoma can be found at: <http://www.okladot.state.ok.us/regserv/dbeinfo/dcf.htm> In addition, please include a statement (no longer than one page) outlining the firm's and key staff's method of compliance with Title VI of the Civil Rights Act of 1964 and the Americans with Disabilities Act as it relates to the project.

## **VII. Proposal Evaluation**

The Steering Committee is comprised of representatives from Tulsa County and the major municipalities in Tulsa County, Oklahoma Department of Transportation, Federal Highway Administration, Federal Transit Administration (FTA will not be involved in consultant selection), Tulsa Metro Chamber, and the Metropolitan Tulsa Transit Authority. A technical sub-committee and INCOG staff will review and short list all responsive Proposals for consideration by the full Steering Committee.

Due to the specialized nature of a Transit System Plan and Alternatives Analysis, it is likely that the study may require consultants from outside the Tulsa area who are not familiar with local context. However, local knowledge and context combined with technical expertise will be very important for successful completion of this project. As a result, consultants with easy access to Tulsa are preferred due to the significant time commitment working "on the ground" in Tulsa.

Emphasis will be with regard to qualifications and the proposed approach to the scope of work. However, while specific project cost information has not been requested, billable rates and overhead cost will be a consideration in the selection process.

Proposals will be evaluated based on the following criteria:

1. **Scope/Approach (50%)** – How the consultant responds to the items in the RFP. Does the proposal demonstrate a clear understanding of the project and the local context? Is the approach appropriate for the local context? Will the consultant be able to provide all the services described in Part IV: Major Work Elements? Does the approach to the project demonstrate an excellent technical understanding of the transportation problems? Does the approach demonstrate a commitment to objective, defensible decision-making?
2. **Experience (30%)** – Has the Proposer been involved in any other projects that have resulted in an adopted Locally Preferred Alternative and moved forward into the New Starts process? Did that project result in a Full Funding Grant Agreement (FFGA) from FTA? Does consultant staff have working relationships with FTA Headquarters staff to keep the communications channels open throughout the process? Are the Consultant's previous clients satisfied with the quality of the work product on similar projects?
3. **Professional Staff (20%)** – Does the staff assigned to the project have the necessary skills to carry out the tasks? Are there a sufficient number of staff available to get the work finished in a timely manner? Who will be key staff dedicated to the project? Resumes included in the appendix will be used to determine experience and skill sets needed to successfully complete the project. Has the consultant staff attended an FTA Alternatives Analysis workshop?
4. **Availability** – Has the consultant committed staff to be in Tulsa for a significant portion of the work? How will INCOG staff communicate with consultant staff? Will a project manager be located in Tulsa? How many other projects is the firm involved in currently that would prevent the project from being completed in a timely manner?
5. **DBE Utilization** – Has the consultant included a DBE in the process? If so, to what extent?

Negotiations will be in conformance with federal, state, and local laws, regulations, and procedures. The negotiation process will seek to reach agreement on all provisions of the proposed contract, including the contract price. INCOG reserves the right to request documentation supporting the proposed contract price, including overhead for the Proposer and sub-contractors.

## **VIII. Other Information**

### **A. INCOG's Rights**

INCOG reserves the right to reject any and all proposals received as a result of this solicitation, to negotiate with any qualified source, to waive any formality and any technicalities or to cancel in part or in its entirety this RFP if it is in the best interests of INCOG. This solicitation of proposals in no way obligates INCOG to award a contract. Interviews, if requested, will take place at the INCOG offices.

INCOG reserves the right to award the contract to the most qualified Proposer. INCOG has 120 days from the Proposal opening date to award a contract or reject all proposals.

The Proposer may withdraw the proposal at any time prior to the award of the contract. A proposal may also be retrieved from INCOG and resubmitted only prior to the date and time listed for submission.

Proper identification and a formal letter will be required to withdraw the proposal. All proposals become the property of INCOG upon submission. The cost of preparing, submitting, and presenting a proposal lies solely with the Proposer.

## **B. Termination or Suspension**

This contract may be terminated or suspended in whole or in part at any time by written agreement signed by both parties.

This contract may be terminated or suspended by INCOG, in whole or in part for cause after notice and an opportunity for Contractor to present reasons why such action should not be taken. Grounds constituting cause includes but are not limited to: Contractor fails to comply with the provisions of this contract or with any applicable laws, regulations, guidelines or procedures or is unduly dilatory in executing its commitments under this contract; or in INCOG's sole judgment, the contract purpose has not been or will not be fulfilled or would be illegal to carry out.

In the event of termination or suspension, the Contractor shall be entitled to payment for otherwise valid and allowable costs incurred in good faith prior to notice of termination or suspension. The Contractor shall make all necessary efforts to mitigate the damages caused by the termination or suspension.

## **C. Warranty**

The Proposer warrants that at the time of final project acceptance, all items furnished under any resulting contract will be free from defects in material or workmanship and will conform to the specifications and all other requirements of this contract. All Proposers will furnish with their proposal one copy of their warranty applicable to the supplies or equipment to be furnished.

As to any item, which does not conform to this warranty, the Proposer agrees that INCOG shall have the right to:

Reject and return each nonconforming item to the Proposer for correction or replacement at the Proposer's expense, or Require an equitable adjustment in the contract price.

This warranty shall be in addition to any other rights of INCOG.

## **D. Federal Transit Administration (FTA) Clauses**

FTA has specific contract provisions that are required for any contracts for which FTA has oversight. In an effort to make those clauses transparent in the proposal process, the applicable elements have been included here. Other clauses may be included in the final contract which are not listed below.

### **1. LOBBYING**

31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20 Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1401, et seq.] Proposer who apply or Proposal for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above 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 INCOG, FHWA, FTA, Tulsa Transit, ODOT, 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. Each tier shall also 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 the recipient.

## **2. ACCESS TO RECORDS AND REPORTS**

49 U.S.C. 5325, 16 CFR 16.36 (i), 49 CFR 633.15

The Proposer 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 Proposer agrees to maintain same until INCOG, 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 16.39(i)(11).

## **3. FEDERAL CHANGES**

49 CFR Part 16

Proposer 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 Grant Agreement between INCOG and FTA, as they may be amended or promulgated from time to time during the term of this contract. Proposer's failure to so comply shall constitute a material breach of this contract.

## **4. CLEAN AIR**

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

## **5. CLEAN WATER REQUIREMENTS**

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA

## **6. PATENT AND RIGHTS IN DATA**

**A. Rights in Data** - This following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and
2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c) , however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause , provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (*i.e.*, a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in

U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

**B. Patent Rights** - This following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

## **7. NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

(1) INCOG and Proposer 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 INCOG, Proposer, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Proposer 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 sub-contractor who will be subject to its provisions.

## **8. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

31 U.S.C. 3801 et seq., 49 CFR Part 31 16 U.S.C. 1001, 49 U.S.C. 5307

(1) The Proposer 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 Proposer 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 Proposer 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 Proposer to the extent the Federal Government deems appropriate.

(2) The Proposer 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 16 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Proposer, to the extent the Federal Government deems appropriate.

(3) The Proposer 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-contractor who will be subject to the provisions.

## **9. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

49 CFR Part 29, Executive Order 12549

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the proposer is required to verify that none of the Proposer, 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 proposer 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.

## **10. PRIVACY ACT**

5 U.S.C. 552

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,

5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

## **11. CIVIL RIGHTS REQUIREMENTS**

29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1430, 41 CFR Parts 60 et seq.

(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 Proposer 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 Proposer 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 Proposer 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 Proposer 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 Proposer 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 Proposer agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Proposer 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 Proposer 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 1430, pertaining to employment of persons with disabilities. In addition, the Proposer agrees to comply with any implementing requirements FTA may issue.

(3) The Proposer 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.

## 12. BREACHES AND DISPUTE RESOLUTION

49 CFR Part 16, [FTA Circular 4220.1E](#)

**Disputes** - Disputes arising in the performance of this Contract, which are not resolved by agreement of the parties, shall be decided in writing by INCOG's General Counsel. This decision shall be final and conclusive unless within ten calendar days from the date of written notice to the Proposer of the General Counsel's decision, the Proposer mails or otherwise furnishes a written appeal to the Administrator. In connection with any such appeal, the Proposer shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Administrator shall be binding upon the Proposer and the Proposer shall a Proposal by the decision.

**Performance During Dispute** - Unless otherwise directed by INCOG, Proposer shall continue performance under this Contract while matters in dispute are being resolved.

**Claims for Damages** - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents, or others for whose act they are legally liable, a claim for damages shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

**Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes, and other matters in question between INCOG and the Proposer 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 the county and state in which INCOG is located.

**Rights and Remedies** - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by INCOG or Proposer shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

### **13. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

49 CFR Part 26

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 DBE is 10%. The proposer shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The proposer shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Proposer 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 INCOG deems appropriate. Each subcontract the proposer signs with a sub-contractor must include the assurance in this paragraph (see 49 CFR 26.13 (b)). The proposer is required to pay its sub-contractor performing work related to this contract for satisfactory performance of that work no later than 30 days after the Proposer's receipt of payment for that work for INCOG. In addition, the proposer may not hold retainage from its sub-contractor.

### **14. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

FTA Circular 4220.1E

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 Proposer shall not perform any act, fail to perform any act, or refuse to comply with any of INCOG's requests, which would cause INCOG to be in violation of the FTA terms and conditions.

### **15. IMMIGRATION**

Any contract awarded by INCOG will require contractor to comply with Oklahoma Taxpayer and Citizen Protection Act 2007. This act provides: 1. After July 1, 2008, no public employer shall enter into a contract for the physical performance of services within this state unless the contractor registers and participates in the Status Verification System to verify the work eligibility status of all new employees. 2. After July 1, 2008, no contractor or subcontractor who enters into a contract with a public employer shall enter into such a contract or subcontract in connection with the physical performance of services within this state unless the contractor or subcontractor registers and participates in the Status Verification System to verify information of all new employees.

The act defines a status verification system as 1. "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; 2. "Public employer" means every department, agency, or instrumentality of the state or a political subdivision of the state; 3. "Subcontractor" means a subcontractor, contract employee, staffing agency, or any contractor regardless

of its tier; and 4. "Unauthorized alien" means an alien as defined in Section 1324a(h)(3) of Title 8 of the United States Code.

#### **16. TRUTH IN NEGOTIATING**

Execution of this Agreement by the Firm shall act as the execution of a truth in negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which INCOG determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this agreement.