



April 23, 2021

Connected 2050  
Regional Transportation Plan

Tulsa Transportation Management Area

**Public Opinion  
Survey on  
Transportation**

Proposals Due  
Friday, May 14, 2021  
5 p.m.

INCOG Transportation Planning  
Two W Second Street, Suite 800  
Tulsa, OK 74103  
phone: 918.584.7526

[www.incog.org/transportation](http://www.incog.org/transportation) • [transportation@incog.org](mailto:transportation@incog.org)

## PURPOSE

INCOG is requesting proposals to conduct a scientific sample survey of households in the Tulsa Transportation Management Area to better assist with data validation and understanding perceptions related to transportation choices and modes. Based on a set of issues identified by INCOG Transportation Planning Division staff, the consultant will be engaged to design the instrument(s), conduct the survey in the most cost-effective manner, to prepare standard analysis of the results, and provide data to INCOG.

## SCOPE OF WORK

**Develop Survey Instrument** - The Consultant will develop survey questions from previous surveys and best practices that meet a list of needs and topics provided by INCOG.

**Conduct Survey** - The consultant will apply the proposed methodology following INCOG approval. Consultant will ensure the methodology proposed will render a representative sample including minority and low-income populations based on demographic information provided by INCOG with at least a +/-3.5% precision level and a 95% confidence level.

**Prepare Draft Survey Report** - A draft report, including survey methodology, data collected, data analysis, key findings, and other significant topics will be provided in digital and hard-copy formats.

**Prepare Final Survey Report** - After INCOG staff have provided input and any necessary corrections, the consultant will develop a final report, which is to be provided in digital, sharable and reproducible format.

## STANDARDS & DELIVERABLES

The draft report and final report should be provided in digital (Microsoft Word and pdf/HTML) formats. The survey instrument and data should be provided in digital format (Microsoft Excel and HTML).

All data, databases, reports, designs and materials, in hard copy and digital format will be transferred to INCOG upon completion of the project and will then become property of INCOG.

## TIMELINE

**April 23, 2021:** Request for Proposals released

**April 23 - May 7:** Question and answer period

**May 14, 5:00 PM:** RFP submission deadline

**May 21:** Preliminary selection/short list of consultants

**May 24 - June 4:** Conduct interviews if necessary

**June 11:** Recommend consultant to INCOG Board of Directors

**July 1 - August 30: Survey Period (Consultant may propose alternative schedule)**

**October 1, 2021:** Final report and data submitted to INCOG

## PROPOSAL REQUIREMENTS

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

(1) Submit proposal as per requirements described in this document. Proposals can be submitted in digital format (email to [transportation@incog.org](mailto:transportation@incog.org)). If sending proposal electronically, please indicate you will not be sending a hard-copy proposal.

(2) Indicate project name (Tulsa Transportation Management Area Public Opinion Survey on Transportation) on the proposal cover or in email subject line. Also include name and address of prime consultant on the proposal cover or in the body of the email.

(3) Submissions must be received by 5 p.m. May 14, 2021, at:

**INCOG Transportation Planning**

**ATTN: Viplava Putta**

**2 W Second Street, Suite 800**

**Tulsa, OK 74103**

**[transportation@incog.org](mailto:transportation@incog.org)**

# PROPOSAL OUTLINE

Please include the following information in the proposal:

1. **Cover Letter**
2. **Project Abstract** - *Understanding of project, project objectives, scope of work, approach, and other related details*
3. **Methodology** - *Details on project approach including each element of the scope of work*
4. **Work Plan and Timeline** - *Description of tasks, final products, and timelines, including milestones and resource requirements from consultant and INCOG staff*
5. **Cost Proposal** - *Detailed breakdown of cost, including hourly rate schedule, overhead rate and fee, hours and cost per task, and total project cost*
6. **Firm/Sub-consultant Information** - *Firm name and contact information, year established, former firm's names, type of ownership, name and location of parent companies, state of organization and incorporation*
7. **Experience/Qualifications of Firm and Key Staff** - *Recent projects relevant to this project, qualifications of key staff, and the role and extent of use for sub-consultants*
8. **Statement of Nondiscrimination** - *A statement (no longer than one page) outlining the firm's and key staff's method of compliance with Title VI of the Civil Right Act of 1964 and the Americans with Disabilities Act as it relates to this project*
9. **Bonding Requirements** - *Certificate or proof of performance bonding capability. In lieu of a performance bond, which may require some up-front costs, the consultant can provide one of the following: A letter of credit for the total proposed contract amount submitted with the proposal; or a certified letter indicating that the consultant, if selected, is willing to forgo payment until the terms of the contract are completed to the satisfaction of INCOG.*

## ADDITIONAL INFORMATION

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. If deemed necessary, qualified consultants may be selected for follow-up interviews. Interviews, if requested, will take place at the INCOG office.

INCOG reserves the right to award the contract to the most qualified bidder, not necessarily the lowest bidder. INCOG has 90 days from the deadline to award a contract or reject all bids. A sample contract is attached containing all contract terms and conditions so interested parties have the opportunity to know beforehand the specific requirements they must meet.

Ten percent of the total contract cost will be withheld as retainage pending satisfactory project completion. A performance bond on the part of the consultant for 100% of the contract price is required to secure fulfillment of all the consultant's obligations under the contract. The consultant will be required to obtain the performance bond after the Notice of Award is received. The Notice of Award will be accompanied by the necessary agreement and bond forms. For alternatives to obtaining a performance bond, see "Proposal Outline" (Page 4).

The offeror 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 offeror.

**Questions may be submitted to Viplava Putta or Zhao Wu by email (transportation@incog.org), by phone (918.584.7526) anytime before the submission deadline. A list of questions and answers will be available upon request until May 14, 5:00 PM, 2021.**

## **SAMPLE AGREEMENT**

This Agreement is entered into by and between the Indian Nations Council of Governments (INCOG) and \_\_\_\_\_ (Contractor).

In consideration and compliance of mutual promises herein contained, the Contractor and INCOG agree as follows:

### **PROJECT DESCRIPTION**

Contractor agrees to perform a public opinion survey of Tulsa area residents to gain their level of knowledge, interest and participation in Transportation and Transportation Planning issues according to the terms more specifically outlined in the Contractor Proposal for the Tulsa Transportation Management Area Public Opinion Survey on Transportation, which is attached hereto and incorporated herein as Exhibit A.

### **AREA COVERED**

Contractor shall survey only residents residing in the Tulsa Transportation Management Area (TTMA), a map of which is attached hereto as Exhibit B and incorporated herein.

### **COMPENSATION**

INCOG agrees to pay Contractor an amount not to exceed \_\_\_\_\_, in the manner more specifically set out below. Contract amount defines a \_\_\_\_\_ survey sample. Contractor agrees to perform duties and expend sums consistent with the requirement on Exhibit C, Allowable Costs, which is incorporated herein.

### **TERM**

The term of this contract shall be for a period beginning upon the date this agreement is signed by INCOG, and continuing until the receipt of all deliverables specified in Exhibit A of this contract, but in any event no later than October 1, 2021. Payments to Contractor will be made from monies made available to INCOG. Payments to Contractor are subject to the availability of funds. The parties may extend the term of this contract by written agreement.

### **REPRESENTATIONS BY CONTRACTOR**

Contractor represents that it currently has the facilities, staff and expertise to perform the terms of this Agreement. Contractor represents that the use of monies received under this contract will comply with all applicable state statutes and regulations. If applicable, Contractor will monitor any subcontractor for financial and programmatic compliance with all applicable laws and regulations.

## **PAYMENTS TO CONTRACTOR**

Invoices containing an itemized detailed list of duties performed, hours of service, and rates charged, will be prepared in accordance with Contractor's standard invoicing practices and will be submitted to INCOG by Contractor monthly. Invoices are due and payable within 30 days of receipt. Neither forbearance nor payment by INCOG shall be construed to constitute waiver of any remedies for any default or breach by the Contractor that exists then or occurs later.

## **AMENDMENTS**

This contract is subject to such modifications as may be required by state or federal law. Modification or waiver of any term of this agreement or its attachments must be made in writing and signed by the duly authorized representatives of both parties.

## **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.

## **EMPLOYEE BENEFITS AND INSURANCE**

The Contractor has full responsibility for payment of Workers' Compensation insurance, unemployment insurance, social security, state and federal income tax, and any other deductions required by law for its workers or employees. If the Contractor enters into sub-contracts, Contractor will take all necessary steps to assure that the sub-contractor has obtained the above listed insurance and paid the taxes as required by law.

Nothing herein shall be construed to create an agency relationship between Contractor and INCOG.

## **INDEMNIFICATION**

Contractor shall save and hold harmless INCOG, its agents, officers and employees from any and all claims, losses suits, damages, judgments, expenses, costs, including attorney fees, and charges of every kind and nature, both legal and otherwise, whether direct or indirect, by reason of injuries or loss suffered by any person or damages to property caused by Contractor in the performance of this contract.

## **OWNERSHIP, PUBLICATION AND REUSE OF DATA**

Contractor shall not copyright any material produced in whole or in part under this contract. INCOG shall have unrestricted authority to publish, disclose, distribute and otherwise use the data or reports prepared pursuant to this contract.

All materials prepared by Contractor in the conduct of this agreement shall be provided to and become the property of INCOG. Data shall remain confidential and Contractor shall take all reasonable steps to prevent the intentional or inadvertent disclosure of the data, its compilations or conclusions. No report, information or data shall be disclosed to any individual or organization without the prior written approval of INCOG.

## **AUDIT AND INSPECTION OF RECORDS**

At any time during normal business hours and as often as INCOG or its representatives, agents, grantors or assigns designate, Contractor shall make available all of its records covering all matters dealt with in this contract. Contractor will permit INCOG, its representatives, agents, grantors or assigns to audit, examine, make excerpts or transcripts from such records, and to audit all contracts, invoices materials, payroll records, personnel records or other material which INCOG may consider pertinent to the execution of this contract. Contractor agrees that an auditor of INCOG's choice, including the State Auditor and Inspector, may conduct the audit.

## **INTERPRETATION OF REMEDIES**

In the event of disagreement between INCOG and the Contractor relative to the provisions or interpretation of this contract, the decision of INCOG shall prevail. In the event of any disagreement between Contractor and INCOG relating to the technical competence of the work and services being performed and its conformity to the requirements of this contract, the decision of INCOG shall prevail. Neither forbearance nor payment by INCOG shall be construed to constitute waiver of any remedies for any default or breach by the Contractor that exists then or occurs later.



## **COMPLIANCE WITH TITLE VI CIVIL RIGHTS ACT, 1964**

Contractor agrees to comply with applicable requirements of 49 CFR A 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, which are herein incorporated by reference and made a part of this contract. In furtherance of these requirements, Contractor agrees to the terms contained in Exhibit D, which is incorporated herein by reference.

## **MINORITY BUSINESS ENTERPRISES PARTICIPATION**

Contractor agrees to comply with applicable requirements of 49 CFR A 23, Participation by Minority Business Enterprise in Department of Transportation Programs, which are herein incorporated by reference and made a part of this contract.

## **NONDISCRIMINATION ON THE BASIS OF HANDICAP**

Contractor agrees to comply with applicable requirements of 49 CFR A 27, Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance, which are herein incorporated by reference and made a part of this contract.

## **DEBARMENT, SUSPENSION AND VOLUNTARY EXCLUSION**

Contractor agrees to comply with applicable requirements of 49 CFR A 29 Debarments, Suspensions and Voluntary Exclusions, which are herein incorporated by reference and made part of this contract. In furtherance of these requirements, Contractor agrees to provide appropriate signatures for the "Certification Regarding Debarment, Suspension, and other Responsibility Matters – Primary Covered Transactions," which is incorporated herein by reference as Exhibit E.

**ENTIRETY OF AGREEMENT**

This Contract, which sets forth the entire understanding of the parties, shall be interpreted and construed under the laws of the State of Oklahoma. It shall become effective as of the first date on which all parties have signed it.

Agreed to this \_\_\_\_ day of \_\_\_\_\_, 2021.

**INCOG**

\_\_\_\_\_  
Board Chairman

**CONSULTANT NAME**

\_\_\_\_\_  
President or Representative

**EXHIBIT A**

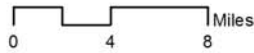
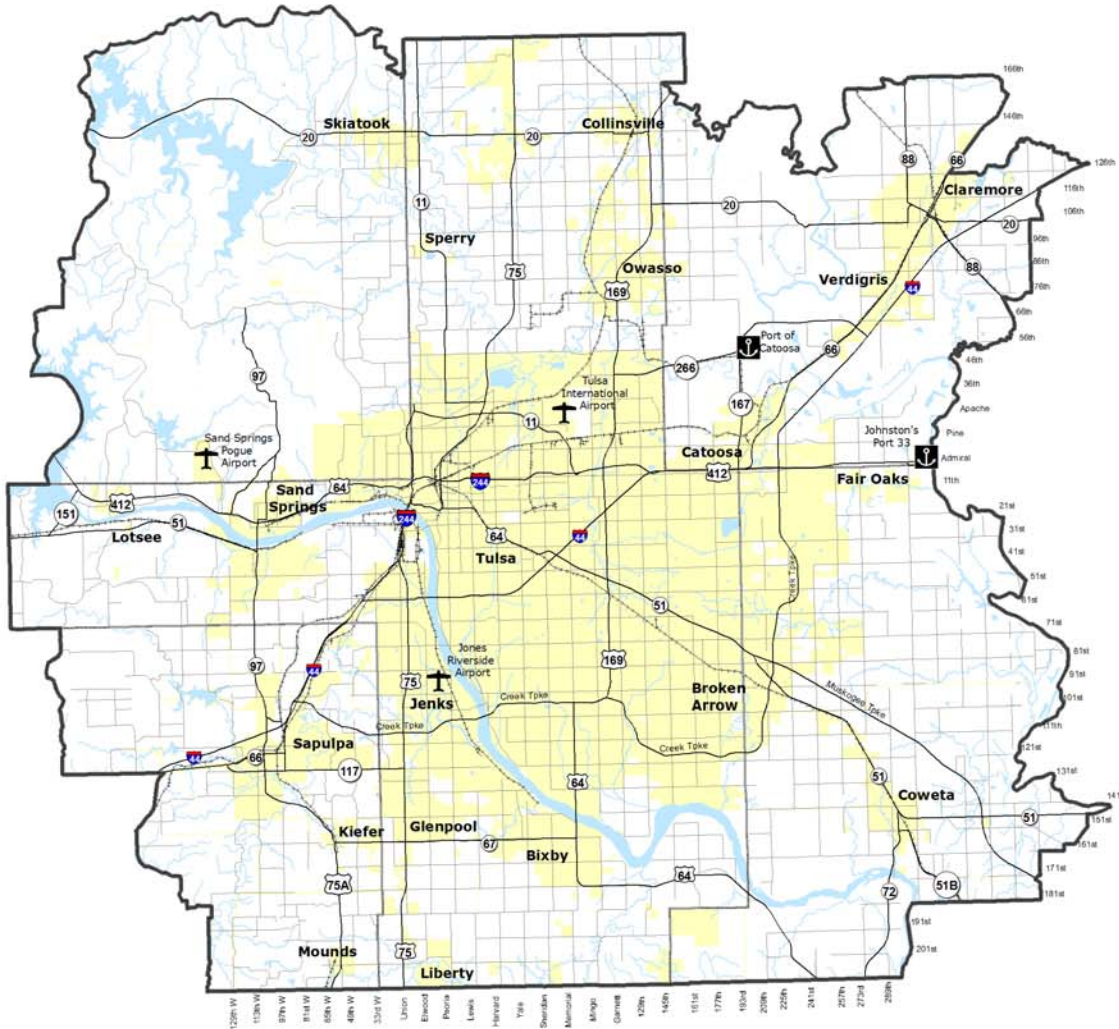
**CONSULTANT NAME**

**PROPOSAL FOR INCOG TRANSPORTATION PLANNING:  
Tulsa Transportation Management Area Public Opinion Survey on  
Transportation**

**EXHIBIT B**

MAP DEFINING  
THE TULSA TRANSPORTATION MANAGEMENT AREA

# Tulsa Transportation Management Area



- Highways
- Arterials
- Railroads
- Water Bodies
- Streams
- Corporate Limits
- County Boundary
- Transportation Management Area



## EXHIBIT C

### ALLOWABLE COSTS

#### A. ALLOWABLE COST TYPES

Allowable cost types shall include all cost types identified in Office of Management and Budget (OMB) Circular A-87, Cost Principles for State and Local Governments, including but not limited to cost types such as:

- authorized travel
- equipment rental
- legal fees
- office rent
- office supplies
- personnel salaries
- printing costs

#### B. EXPENDITURE REQUIREMENTS

Expenditures shall meet all of the following requirements:

1. Expenditures shall be made in conformance with the approved Project Work Program and Budget, as well as all other provisions specified within this contract;
2. Expenditures shall have been necessary for and directly related to the accomplishment of work tasks within the approved Project Work Program;
3. Expenditures shall be reasonable in amount for those goods and/or services purchased for the accomplishment of the approved Project Work Program;
4. Expenditures shall be for actual net costs, that is, the price paid minus any refunds, rebates, or any other items of value received by the consultant which result in a reduction of the actual costs incurred;
5. Work program activities shall begin and expenditures shall be incurred only after the initiation date of this contract;
6. Expenditures shall be in conformance with OMB Circular A-87, Attachment B - Standards for Selected Items of Costs;
7. Expenditures must be documented satisfactorily per the Progress Reporting requirements stated in INCOG's Consultant Contract Requirements;
8. Expenditures shall be uniform and consistent with accounting principles and procedures prescribed for INCOG or approved by INCOG, and these accounting principles and procedures shall apply to all of the consultant's subcontractors.

## **EXHIBIT D**

**NONDISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS  
OF THE DEPARTMENT OF TRANSPORTATION-EFFECTUATION  
OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

## COMPLIANCE WITH TITLE VI

During the performance of this CONTRACT, CONTRACTOR for itself, its assignees and successors in interest agrees as follows:

- (1) Compliance with Regulations: CONTRACTOR shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this CONTRACT.
- (2) Nondiscrimination: CONTRACTOR with regard to the work performed by CONTRACTOR during this CONTRACT, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR 's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Indian Nations Council of Governments (INCOG), the Oklahoma Department of Transportation (ODOT), or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to INCOG, ODOT, or FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with nondiscrimination provisions of this CONTRACT, INCOG shall impose CONTRACT sanctions as it, ODOT, or FTA may determine to be appropriate, including, but not limited to:
  - (a) withholding of payments to CONTRACTOR under the CONTRACT until CONTRACTOR complies; and/or
  - (b) cancellation, termination, or suspension of the CONTRACT, in whole or in part.
- (6) Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of



materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as INCOG, ODOT, or FTA may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request INCOG, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

**EXHIBIT E**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**  
**TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**

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 any Federal department or agency;
- (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 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 or 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.

Where CONTRACTOR is unable to certify to any of the statements in this certification, CONTRACTOR. shall attach an explanation to this proposal.

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. §§ 3801 ET SEQ. ARE APPLICABLE THERETO.

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President or Representative, Contractor