



REQUEST FOR PROPOSAL

ACT RFP NO. 25-01

The Association for Commuter Transportation
is seeking proposals for:

**QUINQUENNIAL
NATIONWIDE
TMA/TMO SURVEY**

Date issued/available for distribution: September 8, 2025

Proposer **shall** submit one PDF copy via email to Elizabeth Denton, edenton@actweb.org
by **September 19th, 2025, 11:59 p.m. Eastern Time.**

1. GENERAL INFORMATION

1.1 ISSUING ENTITY

This RFP is issued by the Association for Commuter Transportation (ACT) with ACT's TMA/TMO Council as the lead proponent.

The contact person for this RFP is Jonathan Hopkins, Chair, TMA/TMO Council, address: Jonathan@SMA.LLC.

1.2 HISTORY AND BACKGROUND

The Association for Commuter Transportation (ACT) is the premier association for transportation demand management (TDM) professionals. ACT strives to create an efficient multimodal transportation system by empowering the people, places, and organizations working to advance TDM in order to improve the quality of life of commuters, enhance the livability of communities, and stimulate economic activity. Our 1,700 members represent state and local governments, transit agencies, major employers, universities, service providers, TMAs/TMOs, consultants, and other stakeholders.

Approximately every 5 years, ACT and the TMA/TMO Council have undertaken a TMA/TMO survey of all available TMAs/TMOs including entities both members and non-members of ACT as respondents. These surveys have been completed by consultants in 2009, 2014, 2018 (in house) and 2019 (copies of these studies are included as exhibits). ACT has a full list of TMAs and TMOs around the country with contact information—inclusive of both members and non-members.

1.3 PROJECT PURPOSE

The TMA/TMO Council seeks to have an up-to-date understanding of the state of TMAs/TMOs in America, as of 2025.

- ACT seeks to understand the evolution of TMAs/TMOs over time. This is aided by questions that align across prior surveys to understand evolutions in funding, structure, missions, needs and challenges.
- ACT seeks to understand the fiscal impact and modeshift accomplishments of TMAs/TMOs where such information is known.
- ACT seeks to understand where TMAs/TMOs are over- and under-represented when compared to congestion information.

- ACT seeks to use survey information as part of a major rewrite of the TMA/TMO Handbook, and then light modular every 5 years thereafter. Survey information can be used in the handbook to convey the state of TMAs/TMOs and also to illustrate what are most standard / common practices. Rewriting of the TMA/TMO handbook is not included in this scope, but the deliverables in this scope will aid that project in 2026.

1.4 PERIOD OF CONTRACT AND TIMETABLE

The proposed effective date of this contract is October 8, 2025, and seek to have the project complete by January 30, 2026. Below is a timetable of milestones:

DATE	ACTIVITY	NOTES
September 8, 2025	RFP Published	
September 19, 2025	RFP Submission DUE	Submit via email to edenton@actweb.org NLT 11:59pm on September 5, 2025
September 22-26	RFP Submission Selection Committee	
September 29 – October 3	Finalist Interviews (only if needed)	Up to 3 finalists may be interviewed. The selection committee may determine that interviews are not necessary.
October 5 - 8	Notification and Contracting Work commences	
December 22	Submit draft final report	
January 30, 2026	Final Report Due	Include modification informed by the conference or input from the selection committee.

1.5 QUALIFICATION OF RESPONDENTS

All proposers to this RFP shall have experience with TMAs/TMOs and include a TDM-CP-certified team member on their project team.

1.6 PROPOSAL SUBMISSION

No proposer can be part of multiple submissions or submit multiple submissions under varying proposer names.

Due date: 11:59pm on September 19, 2025 via email to edenton@actweb.org

2. GENERAL TERMS AND CONDITIONS

2.1 PROPOSAL GUARANTEE

Proposer guarantees their commitment, compliance, and adherence to all requirements of the RFP by submission of their proposal.

2.2 LATE PROPOSALS, LATE MODIFIED PROPOSALS

Proposals and/or modifications to proposals received after the Deadline for receipt of proposals specified in the RFP Timetable (Section 1.8) are late and shall not be considered.

2.3 RFP POSTPONEMENT / CANCELLATION

ACT may, at its sole and absolute discretion, reject any and all, or parts of any and all, proposals; waive any minor irregularities in this RFP or in the proposals received as a result of this RFP; postpone or cancel, at any time, this RFP process; or re-issue this RFP.

2.4 EVALUATION CRITERIA

EVAL CATEGORY	DETAILS PROVIDED	WEIGHT
Experience / Qualifications / Key Personnel	Sections 3.3, 3.5	50%
Project Approach / Understanding	Section 3.4	50%

2.5 AWARD OF CONTRACT

The award, if any, will be made to the responsive, responsible proposer whose proposal is considered to be the most advantageous to ACT based on the Selection Committee's opinion after review of every such proposal including, but not limited to, price.

The selected vendor will be notified by ACT of their selection, as well as non-selected vendors. The recommended awardee shall provide documentation that demonstrates that the individual(s) executing the Contract has the authority to do so and to legally bind the recommended awardee. A contract must be completed and executed by the successful proposer and ACT before it becomes valid and effective. If these conditions and contract negotiations, if applicable, are not met and/or completed within a reasonable timeframe as determined by ACT, ACT may elect to cancel the Recommended Award to that proposer and make the award recommendation to the next most advantageous proposer. This process may continue until such time as ACT has determined to cancel the procurement in its entirety.

2.6 CONFLICT OF INTEREST

ACT welcomes proposals from all qualified vendors, including ACT members, provided they disclose any potential conflicts of interest. Proposers who are ACT members must include a statement identifying any existing relationships with the organization, including leadership roles, and confirm that their participation will not compromise the integrity of the selection process. ACT is committed to a fair and transparent evaluation and will review all proposals objectively based on their merit, alignment with project goals, and overall value.

2.7 STANDARD CONTRACT PROVISIONS (ATTACHMENT 1)

The selected proposer will be required to execute a contract similar to the attached Sample Standard Contract (Appendix A). If a proposer has comments related to any of the provisions in this RFP and/or the Sample Standard Contract, comments must be made, in writing, as part of the RFP submission.

2.8 PAYMENT TO AWARDED PROPOSERS

A. **Maximum Fee.** The maximum fee for the requested work is \$15,000, inclusive of all costs, expenses, and labor.

B. **Billing Schedule.** The proposer will bill ACT on a monthly basis, no later than the 15th of the following month, for incremental billings of work completed. The final 30% of the total contract amount will not be disbursed until receipt of a final report.

C. **Invoices.** Proposer shall send **ALL ORIGINAL** invoices to: ACT, 10 Post Office Square, 2nd Floor, Sharon, MA 02067 or via email to info@actweb.org. Invoices will normally be paid within thirty (30) days of receipt of an accurate and acceptable invoice.

D. **Out of Pocket Expenses:** Any out-of-pocket expenses, including travel, shall be included in the “not-to-exceed total contract amount.”

2.9 COMMENCEMENT OF WORK

This RFP does not, by itself, obligate ACT. ACT’s obligation will commence when the contract is fully executed and upon written notice to the proposer. ACT will not be responsible for any work done by the proposer, even work done in good faith, if it occurs prior to the contract start date set by the County.

2.10 CONTRACT CLOSEOUT PERIOD

Successful proposer shall submit any pending invoice(s) and/or report(s), along with any required documents, to ACT within forty-five (45) business days after the termination or expiration of the contract (completion and submission of an acceptable final report) in order to close-out the contract (“Closeout Period”). The final invoice should indicate “FINAL INVOICE.”

3. PROPOSAL REQUIREMENTS

3.1 PROPOSAL FORMAT AND CONTENT

Format

Proposer shall submit one PDF document via email using 8 ½ x 11-inch pages. Proposals should be no more than 10 pages with minimum 11-point font and 1-inch margins. Proposals should include only brief and concise narrative. The enclosure of elaborate or unnecessary verbiage or promotional material is discouraged.

Table Of Contents

Proposals should contain a Table of Contents.

3.2 LETTER OF TRANSMITTAL

All proposals must be submitted on 8 ½" x 11" sized PDF documents.

Proposals should contain a Letter of Transmittal addressed to Jonathan Hopkins, Chair of the TMA/TMO Council, and should, at a minimum, contain the following:

- a. Identification of Proposer/Organization (name),
 - b. Point of contact name,
 - c. Address,
 - d. Email address, and
 - e. Telephone number.
- b. Proposed working relationship between proposer and subconsultant(s) if applicable.
- d. Signed by a person authorized to bind proposer to the terms of the proposal.

Each of the following requirements should be addressed in separate sections of the proposal.

3.3 EXPERIENCE / QUALIFICATION / BACKGROUND / REFERENCES

- Each proposer shall submit a detailed statement of their experience, qualifications, and background that enables:
 - Understanding TMA/TMO capabilities and variations
 - Ability to conduct statistically acceptable surveys
- A list of up to 3 references for TMA/TMO-related projects
- Provide up to 3 prior TMA/TMO feasibility studies, TMA/TMO analyses, TMA/TMO market surveys, or other documents demonstrating organization's fluency in the subject matter. ***[PROVIDE IN APPENDIX. DOES NOT COUNT AGAINST PAGE COUNT]***

3.4 PROJECT APPROACH / UNDERSTANDING INFORMATION

The proposer shall provide a detailed narrative description of its approach and methodology for implementing a survey of all responsive TMAs/TMOs in North America (or are otherwise members of ACT).

- Overview of the proposed tasks to be performed and method that the consultant will employ
- Broad overview of the types of questions that the consultant envisions asking in

the survey, based upon:

- prior surveys (enclosed)
 - New questions that may assist in understanding present issues and successes
 - New questions that may inform
- Timeline for performing the required services from start to completion.

3.5 KEY PERSONNEL AND OPERATIONS INFORMATION

The proposer shall provide:

- A list of the key personnel and management staff assigned to the project, along with a complete resume detailing their experience, education, expertise, qualifications and knowledge of the project
- A description of the role of each staff member who will be responsible for handling and monitoring the Contract.
- Identification of projects of similar nature in which each staff member has been involved.

3.6 PRICE PROPOSAL INFORMATION

The proposer shall provide a firm fixed price proposal for this work, with an itemized breakdown (at least 3-5 price subcomponents) of the work and assumed cost for each.

3.7 PREVIOUS WORK APPENDIX

- The consultant may assemble deliverables from up to 3 previous projects to include in the appendix.
- These previous deliverables should indicate the consultant's experience with TMAs/TMOs, or organizations performing TDM, or with properly conducted large group surveys.

4. SCOPE OF WORK/SERVICES

4.1 PROJECT COMPONENTS

The survey project shall consist of the following distinct tasks:

4.2.1 Task 1 – Review Previous Work

1. Review previous surveys (Appendix C)
2. Identify questions to maintain from previous surveys

4.2.2 Task 2 – Identify New Question Areas

1. Conduct high level assessment of TMA Handbook (Appendix B)
2. Identify any additional survey questions that may be **critical** to inform the writing of a future, much shorter, TMA Handbook.
3. Assess evolving areas of TMAs/TMOs to determine if additional new questions are necessary

4.2.3 Task 3 – Conduct Survey

1. **Deliverable:** Provide draft TMA/TMO survey to TMA/TMO Council leadership for review (one week granted for council review)
2. Using TMA/TMO Census data to be provided by ACT (includes, org name, address, contact person, contact email, and website), distribute approved survey

4.2.4 Task 4 – Assemble Draft Results

Deliverable: Provide draft TMA/TMO survey results to TMA/TMO Council leadership for review by December 22, 2025 in document form (8 ½ by 11 PDF pages, minimum eleven (11) point font size) as well as a PowerPoint or Google Slides summary document to present results to Council and ACT audiences.

4.2.5 Task 5 – Final Report

Deliverable: Based upon feedback from the TMA/TMO Council, assemble final report in document format (consistent with draft format) and PowerPoint/Slides overview and submit by January 30, 2026.

APPENDIX A. EXAMPLE CONTRACT

Research Services Agreement

This Research Services Agreement (“Agreement”) is entered into as of **[Date]**, by and between the **Association for Commuter Transportation (ACT)** with offices at 10 Post Office Square, 2nd Floor, Sharon, MA 02067 and **[Researcher/Consulting Firm Name]** (“Contractor”).

1. Scope of Work

Contractor shall perform the research project described in *Exhibit A* (“Project Scope”), which may include data collection, analysis, and preparation of a final written report.

2. Deliverables & Timeline

- Contractor will provide the deliverables listed in *Exhibit A*.
- All deliverables must be completed and submitted to ACT by **[Deadline Date]**, unless extended in writing by mutual agreement.

3. Compensation

- ACT shall pay Contractor a total fee of **[\$[Amount]]** for services rendered under this Agreement.
- Payments will be made according to the following schedule: **[e.g., 50% upon execution; 50% upon completion]**.
- Contractor is responsible for all federal, state, and local taxes arising from this Agreement.

4. Independent Contractor Relationship

The Contractor will act as an Independent Contractor. This Agreement shall not be construed to create the relationship of agent, employee, partnership, joint venture or association. The Consultant is to exercise their own discretion on the method and manner of performing their obligations.

5. Confidentiality

Contractor agrees to maintain the confidentiality of ACT’s non-public information and not disclose such information to third parties without ACT’s written consent.

6. Ownership of Work Product

All reports, data, analyses, and other work product produced under this Agreement shall be the sole property of ACT. Contractor retains no rights to such materials, except with ACT's prior written permission.

7. Termination

- Either party may terminate this Agreement with [30] days written notice.
- In the event of termination, Contractor shall be paid for all work performed up to the effective termination date.

8. Miscellaneous

- This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings.
- Any amendments must be in writing and signed by both parties.

Signatures

Association for Commuter Transportation (ACT)

By: _____

Name: David Straus

Title: Executive Director

Date: _____

[Researcher/Consulting Firm Name]

By: _____

Name:

Title:

Date: _____

APPENDIX B. TMA HANDBOOK

The TMA Handbook can be found at [this link](#).

APPENDIX C. PREVIOUS SURVEYS