

Supplemental RFP Terms and Conditions

A. GENERAL TERMS AND CONDITIONS

1.1 PROPOSAL GUARANTEE

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

1.2 LATE PROPOSALS, LATE MODIFIED PROPOSALS

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

1.3 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.

B. EVALUATION CRITERIA

CATEGORY	WEIGHT
Experience / Qualifications / Key Personnel	40%
Project Approach / Understanding	40%
Cost	20%

C. AWARD OF CONTRACT

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 rated proposer. This process may continue until such time as ACT has determined to cancel the procurement in its entirety.

D. 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.

E. STANDARD CONTRACT PROVISIONS (ATTACHMENT 1)

The selected proposer will be required to execute a contract similar to the attached Sample Standard Contract (Appendix). 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.

F. PAYMENT TO AWARDED PROPOSERS

1.1. MAXIMUM FEE. The maximum fee for the requested work is \$14,000, inclusive of all costs, expenses, and labor.

1.2. 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.

1.3 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.

1.4. OUT OF POCKET EXPENSES: Any out-of-pocket expenses, including travel, shall be included in the "Maximum Fee."

G. 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 ACT.

H. 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."

I. PROPOSAL REQUIREMENTS

1.1 PROPOSAL FORMAT

Proposer shall submit one PDF document via email using 8 ½ x 11-inch pages. Proposals should include only brief and concise narrative. The enclosure of elaborate or unnecessary verbiage or promotional material is discouraged.

1.2 TABLE OF CONTENTS

Proposals should contain a Table of Contents

1.3 LETTER OF TRANSMITTAL

Proposals should contain a Letter of Transmittal addressed to Larry Filler, Chair of the Carpool 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
- e. Telephone number

- f. Proposed working relationship between proposer and subconsultant(s), if applicable, and
- g. Signed by a person authorized to bind proposer to the terms of the proposal.

1.4 PROPOSAL CONTENT

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

a. Experience / Qualification / Background / References

- Each proposer shall submit a detailed statement of their experience, qualifications, and background
- A list of up to 3 references for TDM-related research projects

b. Project Approach / Understanding Information

The proposer shall provide a detailed narrative description of its approach and methodology for conducting work on identifying, researching and reporting upon major successful carpool programs in the U.S. and abroad. The proposer shall also provide a timeline for performing the required work from start to completion.

c. 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.

1.5 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.

APPENDIX

STANDARD SAMPLE CONTRACT

This 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 **[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 and 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., monthly billings; Y% 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: _____

[Consulting Firm Name]

By: _____

Name:

Title:

Date: _____