



# REQUEST FOR PROPOSALS

RFQ No. 2019-01

*On-Call Planning for Operations and  
Implementation Services*  
**The TMA Group**

**February 14, 2019**

**Responses Due by 4:00 p.m. (CDT), March 8, 2019**

**Deadline for Submitting Requests for Clarification or Questions February 28, 2019**

***Contact:***

Sharmila Patel, Grants and Procurement Manager  
The TMA Group  
708 Columbia Avenue  
Franklin TN 37064  
Telephone: 615-628-0270  
Email: [spatel@tmagroup.org](mailto:spatel@tmagroup.org)

## I. REQUEST FOR QUALIFICATIONS, OFFER & AWARD

### A. Deadlines and Schedule

- Solicitation: February 14, 2019
- Proposers Questions/Request for Clarifications: February 22, 2019
- Answers to questions will be posted no later than: March 1, 2019
- Proposals due no later than: 4:00 pm CDT, March 8, 2019
- Interviews: Weeks of March 11&18, 2019
- Contract award(s) (two-year term): By March 29,2019

### B. Proposal Form and Submission Requirements

1. If the proposer is an individual doing business under another name, the proposal shall so state. Partnerships, joint ventures, and corporations shall sign as is appropriate for their type of business.
2. Any erasures, corrections, or other changes appearing on the proposal forms must be initialed by the person(s) signing the proposal.
3. The following information must be included on the **outside of the sealed envelope or sealed package** containing the Proposal:
  - a. Full and correct name of lead firm and street/mailling address;
  - b. "Sealed Proposal RFP #2019-01"; and
  - c. "On-Call Planning for Operations and Implementation Services"
4. The proposal shall be organized as follows:
  - a. **Cover Letter** signed by a principal in the firm agreeing to all terms and conditions in this RFQ and describing how the proposal would benefit the programs provided by The TMA Group. The letter may include a brief history of the firm.
  - b. **Title Page**
  - c. **Executive Summary** (two-page maximum).
  - d. **Proposal** on 8.5" x 11" paper in 12-point typeface. The entire proposal should not exceed ten (10) pages. The proposer shall respond to the Scope of Work as stated in RFQ.

The proposal shall include at a minimum:

#### Experience and Capability

- 1) General information on the firm, including core concentration and mission statement, and proposed sub-consultants (if any) including experience to the work required by this proposal.

- 2) Statement of expertise and experience in comparable projects in the field of Planning for Operations and Implementation Services.
- 3) Detailed statement describing the organizational framework for the On-Call Planning for Operations and Implementation Services project, including clear identification of the principals, project administrator, project manager, and other staff assignments along with a one-page resume for each key personnel including the amount of time they will devote to project activities.

**e. References**

At least three (3) references demonstrating knowledge and expertise in multimodal transportation planning, transit operations, and transportation demand management planning for cities with populations under 100,000. Please include the name of the project, a contact person, and phone number.

- f. **Four (4) hard copies, and one (1) digital copy** that matches the hard copy exactly. The digital copy should be saved as an Adobe PDF and submitted to [spatel@tmagroup.org](mailto:spatel@tmagroup.org) by the proposed deadline.
- g. **Proposal must be received** no later than 4:00 p.m., CDT, on March 8, 2019, at the following location:

The TMA Group  
Attention: Sharmila Patel  
708 Columbia Avenue  
Franklin TN 37064

Proposals may be hand delivered, mailed, or sent via courier and **must be received at the TMA Office by 4:00 p.m. CDT, March 8**. A postmark date on a mailed proposal will not be considered as being received by TMA.

Proposal envelopes must be identified as follows:

Proposer's Name

Address

City, State, Zip

Telephone Number

RFP Number: RFP No. 2019-01

RFP Due Date: 4:00 P.M. CDT, March 8, 2019

RFP Title: On-Call Planning for Operations and Implementation Services

- h. All proposals become the property of the TMA Group upon submission. Proposals received after 4:00 p.m. (CDT) on March 8, will not be accepted.

**C. Knowledge of Conditions**

The proposer is encouraged to examine the scope of work carefully and to be informed thoroughly regarding any and all conditions and requirements that may, in any manner,

affect the work to be performed under the contract. No allowances will be made because of lack of knowledge of these specifications, conditions, or requirements.

#### **D. Omissions**

Proposers shall have the responsibility of supplying all details to make an accurate offer of services even though such details may not be specifically mentioned in the specifications.

#### **E. Communications with TMA**

All questions pertaining to this RFQ or any matters relating to the scope of work, or any questions pertaining to the RFQ documents, must be in writing and sent only to Sharmila Patel, spatel@tmagroup.org.

Communications sent to any other person at TMA or at any other address may, in TMA's sole discretion, be deemed to be "non-responsive," and TMA, in its discretion, may elect to disregard any such questions. TMA will not respond to oral inquiries.

#### **F. Pre-Proposal Meeting**

A pre-proposal meeting is not planned.

#### **G. Non-Solicitation of TMA During Blackout Period**

During the period from the date of this RFQ through the period that The TMA Group approves the award of contract, proposers may not directly or indirectly contact any TMA Group Board member or employee regarding this RFQ except for questions directed to The TMA Group as expressly provided in Section E above. Any prohibited contact may result in the immediate disqualification of the Proposer from consideration for the award of the Contract.

## **II. PURPOSE AND OVERVIEW**

The TMA Group is seeking proposals from qualified consultants for On Call Planning for Operations and Implementation Services. The successful proposer(s) shall meet the terms and conditions set forth in this document.

The TMA Group is a regional leader in customizing environmentally friendly, multimodal transportation solutions for employers and communities. Founded in 1988, TMA is governed by a Board of Directors comprised of key area business leaders and government officials. TMA staff consists of 22 employees -- 9 program and administrative staff and 13 transit drivers. TMA programs include the following:

***Franklin Transit Authority*** – TMA is the manager and operator of record for the Franklin Transit Authority, a small urban public transit system, operating six days a week and featuring fixed route service as well as Transit on Demand (TODD), a pre-arranged curb-to-curb service.

***Transportation Demand Management (TDM)*** – TMA services also include educating the region about the value of maximizing the efficiency of the existing roadway system, especially in peak travel periods, by

customizing TDM programs to benefit both employers and employees and communities.

***Vanpool-Rideshare*** – TMA in partnership with Williamson County and the Regional Transportation Authority operates and manages a regional commuter vanpool program serving middle Tennessee. 900+ commuters currently participate daily in the program. TMA offers comprehensive services and resources to employers throughout the region.

***Clean Air Partnership of Williamson County and Middle Tennessee*** – In 2004, TMA partnered with Williamson County to form the Clean Air Partnership. In 2010, TMA became the operator and manager of the Middle Tennessee Clean Air Partnership. Both are public-private outreach and educational programs aimed at teaching citizens why and how to make environmentally-friendly choices, the effects of air pollution, and the use of alternate modes of transportation. TMA also coordinates the air alert day program for the area in addition to the School Pool is Cool program.

### **Goals and Objectives**

The TMA Group is issuing a Request for Qualifications for “On Call” contractors who are especially skilled in “Planning for Operations and Implementation” services of multi-modal, transit, commute, and transportation demand management (TDM) projects. Projects could involve any or all programs of The TMA Group.

The TMA Group’s goal is to identify qualified firms that would be available to submit proposals for specific future projects. Minority and women-owned business are especially encouraged to bid. This will be a “Non-Exclusive” agreement, as the TMA Group may use multiple contractors on different projects.

### **III. SCOPE OF WORK**

The framework of this On Call Planning for Operations and Implementation Services initiative is to have a coordinated effort with the TMA Group operations staff to create a “objective-driven” measurable implementation plan for operations for the organization. Items that could be included for service are:

- Multi-modal
- Transit
- Corridor
- TDM (Transportation Demand Management)
- Park and Ride
- Transit IT
- Related studies which have been completed or will be carried out in the future.

The desired result is to bring recommendations from regional and local planning studies to the market quicker through a collaborative effort of planning and operations personnel with a focus on safety, operational efficiencies, and an emphasis on multi-modal and transportation demand management integration strategy.

### **Potential Project Focus:**

- General Traveling Public, Rideshare, Transit and Multi-modal Information Technology
- Multimodal Infrastructure: Product development, implementation, funding
- Commute Infrastructure: Product development, implementation, funding
- Transit Infrastructure: Product development, implementation, funding
- Transportation Demand Management: Product development, implementation, funding

### **Estimated Budget:**

The TMA Group “On Call” project will have its own scope and budget. Each individual project will have budgets not to exceed \$50,000.

## **IV. SELECTION CRITERIA AND AWARD**

The Transportation Management Association Group (hereinafter referred to as “TMA”) is seeking proposals for on-call planning for operations for implementation services for transportation programs for throughout the Middle Tennessee region. This will be a “non-exclusive” agreement, as the TMA Group may use multiple contractors on different projects. The successful proposer(s) shall meet the terms and conditions set forth in this document and all Appendices.

**A. Award of Project Agreement(s)** will be made to the firm(s) whose qualifications best align with the needs of The TMA Group. TMA reserves the right to reject any or all proposals.

### **B. Evaluation and Criteria**

A selection team will evaluate submissions based on the following criteria listed in relative importance:

**1. Project management and technical expertise;**

**2. Past successful projects of the project team (include examples of projects);**

**3. Reference checks;**

A list of at least three (3) client references who can provide comments regarding the proposer’s work, including but not limited to whether or not:

- The project was completed on schedule;
- The project was completed within budget;
- The reference would use the services of this firm again;
- The firm was responsive to client needs;
- The firm was fully versed in state-of-the-art thinking in the project areas.

**4. Overall quality and completeness of proposal.**

**C.** The preliminary rating will be used to select offerers for further consideration. Thereafter, the TMA Group will have discussions with only the top ranked offerers. TMA may negotiate with the top-ranked offerers to reach agreement on terms and fees for services. This will be a “non-exclusive” agreement, as the TMA Group may use multiple contractors on different projects. In the event an agreement cannot be reached, TMA reserves the right

to terminate negotiations with that proposer and commence negotiations with the next most qualified and responsive proposer.

The TMA Group is not requesting cost proposals at the present time. Notification will be provided to all firms who are not selected.

## **VI. SPECIAL CONDITIONS**

### **A. Tax Exemption and Tax Issues**

TMA, a 501(c)(3), is exempt from payment of all Federal, State, and local taxes. The Franklin Transit Authority, a transit authority established by a municipal entity, is also exempt from payment of all Federal, State, and Local taxes. Said taxes must not be included in proposal prices. TMA will provide necessary tax exemption information upon request of Contractor after contract award. Contractor shall pay promptly all taxes, excises, license fees and permit fees of whatever nature, applicable to its operations hereunder and take out, pay for, and keep current all licenses, municipal, state, and federal, required for the conduct of its business pursuant to this contract, and further agrees not to permit any of the said taxes' excises, or license fees to become delinquent.

### **B. Lawful Business Conduct**

The Contractor shall conduct its business and perform services pursuant to this contract in a lawful manner, and shall fully comply at all times with all federal, state, and local laws with its business operations.

### **C. Proposal Rejection or Cancellation or Award to Multiple Proposers**

TMA reserves the right to waive any minor proposal informalities or irregularities which are not crucial to the proposal or prejudice against other Proposers and/or to reject, for compelling reasons, any and all proposals submitted. TMA may reject all proposals or cancel the solicitation before opening if it is deemed by TMA to be in its best interest to do so.

### **D. Notices**

All notices required to be given to TMA hereunder shall be given by Certified Mail, Return Receipt Requested to: Sharmila Patel, The TMA Group, 708 Columbia Avenue., Franklin TN 37064.

Proposer shall identify email and mailing address of person designated to receive notices regarding the proposal.

### **E. Independent Status of TMA and Contractor**

The Contractor recognizes and acknowledges that neither it nor any of its employees are agents or servants of TMA and that Contractor is and shall remain an independent Contractor in the performance of all services hereunder.

### **F. Modifications and Withdrawals of Proposals**

Proposals may be withdrawn by written notice or e-mail received at any time before the exact time set for receipt of proposals. A proposal may be withdrawn in person by a proposer or its authorized representative if, before the exact time set for receipt of

proposals, the identity of the person requesting withdrawal is established as an authorized officer of the company and the person signs a receipt for the proposal.

#### **G. Right Infringement**

Contractor agrees to save, keep, and hold harmless, and fully indemnify TMA and its officers or agents from all damages, cost, or expenses in law or equity, that may at any time be claimed against TMA or in connection with any infringement of the patent, trademark, or other rights of any person or persons in the consequence of the use by TMA or any of its officers or agents, of any product or service supplied under the contract, arising from proposals submitted, and any claim that the proposer did not have all necessary right and authority to sell the products or services to TMA, provided TMA gives the Contractor prompt notice in writing of any such claim.

#### **H. Notification of Federal Participation**

This contract is funded in part by the United States Department of Transportation Federal Highway Administration Surface Transportation Program.

#### **I. Subcontracting and Assignment**

Contractor shall not assign, sublet, pledge or transfer its rights under this Agreement, in whole or in part, nor delegate or subcontract any of its duties or obligations under this Agreement nor grant any licenses or concessions hereunder, without the prior written approval of TMA's Executive Director. Such approval may be withheld at the sole discretion of TMA.

Notwithstanding the foregoing, Contractor may enter into subcontracts with other parties to perform specific tasks or portions of the work required under this contract, but Contractor may not assign or transfer Contractor's obligations to TMA for the overall management, oversight, and completion of the work required hereunder.

#### **J. Contractor's Insurance Requirements**

The Contractor shall obtain, maintain, and pay the premiums for insurance policies of the types and in the limits of not less than the following:

1. Worker's Compensation and Employer's Liability Insurance endorsed with a Broad Form All States Coverage, which shall cover all the Contractor's Employees engaged in the performance of the work.
2. Comprehensive General Liability Insurance Coverage
3. Consultant's Professional Liability Insurance.
4. Contractor shall also obtain and maintain other policies of insurance of the types and limits that contractor deems sufficient for its own protection.
5. All such insurance as indicated above shall be provided by insurance companies having a Best's rating of not less than A: XII, as shown in the current issue of Best's Key Rating Guide, Property-Casualty.
6. Proof that such insurance coverage exists shall be furnished to TMA in the form of certificates from the insurance companies before the Contractor commences any portion of the contracted work. TMA shall be endorsed as an additional insured under such policies. Such certificates and/or endorsements shall provide that 30 days' notice in writing shall be given to TMA prior to any change or cancellation of underlying policies.



7. The Contractor and all of its insurers shall waive all rights of recovery or subrogation against TMA and their insurance companies.
9. The Contractor shall be responsible for compliance with all safety rules and regulations of the Federal Occupational Safety and Health Act of 1970 and those of all applicable State Acts, Laws, or Regulations during the conduct of and the Contractor's performance of this Contract.
10. The Contractor shall indemnify TMA for fines, penalties, and corrective measures that result from the acts of commission or omission of the Contractor, its subcontractors, if any, agents, employees and assigns and their failure to comply with such safety rules and regulations.
11. TMA will give to the Contractor prompt notice in writing of the institution of any suit or proceeding and permit the Contractor to defend the same, and will give all needed information, assistance, and authority to enable the Contractor to do so. The Contractor shall similarly give TMA immediate notice of any suit or action filed or prompt notice of any claim arising out of the performance of the Contract. The Contractor shall furnish immediately to TMA copies of all pertinent papers received by the Contractor.
12. The Contractor shall require its subcontractors, if any, to obtain an amount of insurance coverage which is deemed adequate by the Contractor. The Contractor shall be liable to the extent that the subcontractor insurance coverage is inadequate. The subcontractors, prior to commencing any of the work, shall submit certificates evidencing such insurance coverage to the Contractor.
13. TMA reserves the right to inspect, in person, prior to commencement of the work, all of the Contractor's insurance policies in regard to insurance required herein.

#### **K. Liabilities against TMA**

The contractor agrees to indemnify, defend and hold TMA harmless from any and all claims and lawsuits by third parties (including, but not limited to, employees and agents of TMA and the contractor), including the payment of all damages, expenses, penalties, fines, costs, royalties, charges and attorneys' fees incurred by TMA which arise out of, or relate to contractors performance of the work required under this contract, whether concerning personal injury (or death), damage to property, or any other type of loss or claim, whether these claims or lawsuits are based upon negligence, intentional misconduct, breach of warranty, strict liability in tort, any failure by the contractor to comply with any laws pertaining to the contract documents, the use of patent appliances, products or processes, or any breach by the contractor of any of its other duties, representations, covenants, or the agreements in the contract documents. The contractor will defend all suits brought upon all such claims and lawsuits and will pay all costs and expenses incidental thereto, but TMA shall have the right, at its option, to participate in the defense of any suit, without relieving the Contractor of any of its obligations hereunder.

#### **L. Terms of Payment**

Payment for each deliverable shall be net thirty (30) days after acceptance. There is no obligation by TMA to reimburse any individual or firm for any costs incurred in preparing or submitting proposals.