



American Public Transportation Association

1300 I Street NW
Suite 1200 East
Washington, D.C. 20005

The American Public Transportation Association (APTA) is a trade association representing the public transportation industry. Its 1,650 member organizations include bus, rail transit, commuter rail systems, and intercity passenger rail, as well as business organizations responsible for planning, designing, constructing, financing, operating and supplying transit systems.

Statement of Purpose

APTA's membership includes some 500 organizational business members that may meet the federal definition of a small business – under 500 employees and \$7.5 million in operating revenues. Some of these businesses also are certified as Disadvantaged Business Enterprises (DBE) under individual federal agency and state programs. APTA is seeking to create and maintain a Business-to-Business Exchange that enables small business and DBE members to engage with and identify teaming partners. The exchange will also serve as a resource for transit agencies as they expand their programs to support the small business/DBE supply chain. The directory would be entirely voluntary and profile information only for those members that choose to be included.

A key challenge for any directory is outreach to members both to engage in the exchange and to regularly update changes in their profile. The developer of the exchange will be responsible for maintaining it and working with members to ensure updated information.

Scope of Work

General: APTA is seeking a consultant to create and maintain a B2B Exchange directory. The Exchange must be:

- Electronically accessed via the APTA Website (apta.com).
- Easy to navigate and capable of detailed searches, including by company name, areas of expertise, name of CEO and principal Point of Contact (POC), company location, DBE certifications by state and federal agency, and regions of the country where the member works.

In addition, data from the Exchange must be in a format such that APTA's association management software – Netforum – can access the data in order to update Netforum data and records.

Member Profiles: Member profiles should include the following information:

- Name of enterprise
- Address of enterprise
- Primary enterprise phone and website data
- Name and contact information (phone and email address) for the CEO or equivalent position
- Point of Contact information for the enterprise
- Number of employees
- DBE status
- States in which the enterprise is certified as a DBE
- Federal agencies for which the enterprise is certified as a DBE
- Areas of expertise generally and under the federal North American Industry Classification System (NAICS).

Engagement of Members: The consultant will be provided with a list of APTA members generally meeting the definition of a small business. The consultant will:

- Outreach to all members so identified regarding development of the directory and other members periodically identified by APTA for the directory. All outreach messages shall be approved by APTA in advance.
- Solicit the above profile information from each member so identified.
- Follow up electronically and telephonically a minimum of three times for each member to secure profile information.
- Follow up annually for two years to all members then-included in the directory or otherwise identified by APTA to update (or create if new to the Exchange) member profiles. The consultant will attempt at least three times via email and/or individual phone calls to secure updated member profile data from members.
- Be available at no additional cost to provide support as needed to ensure integration of the Exchange with the APTA website and with Netforum.

The consultant shall provide a price to extend the contract annually following completion of the first three years.

Schedule

The contractor will confer weekly with the APTA team managing this contract. Milestones can run in parallel. Key milestones include the following:

Milestone	Completed by Day:
1. Review of: APTA list of members meeting definition of a small business, APTA website parameters and requirements, and Netforum parameters and requirements	20
2. Directory mock-up submitted to APTA for comment	30
3. Complete solicitation of member profiles, including initial email and email and telephonic follow ups	60
4. Second Director mock-up submitted to APTA for approval	60
5. Submission of draft Directory including all data collected to date	90
6. Support for integration with the APTA website and Netforum	As Needed
7. Solicitation of new and updated member profiles and follow up	January-March each year for two years

Those responding to this RFP may propose a faster implementation schedule.

Deliverables

1. Draft emails and communications messaging to members for approval by APTA.
2. Mockup of the Directory for comment.
3. Second mockup of the Directory for approval
4. Completed Directory
5. Updated Directory for Year 2
6. Updated Directory for Year 3

Contractual Terms and Conditions

APTA's standard terms and conditions are attachment 1.

Requirements for Proposal Preparation

Responses to this RFP should be no more than 10 pages, excluding resumes. The response should address the following:

- Understanding of the issue and desired objectives
- Prior experience and examples developing similar products
- Qualifications of the personnel assigned to the project
- Price for the work

Evaluation and Award Process

Evaluation criteria and weighting are as follows:

Criteria	Weighting
Understanding of the Issue	25%
Qualifications of Proposer and Key Staff	25%
Price	50%

Process Schedule

Proposals are due to APTA by COB on Friday, April 12. It is anticipated that an award will be made by the end of April. APTA may request further information in writing and/or one or more virtual meetings prior to award of a contract.

Point of Contact

David Carol, APTA Chief Operating Officer, shall be the point of contact and manager for this contract. All correspondence, including submission of proposals, shall be addressed to him.

David J Carol
Chief Operating Officer
American Public Transportation Association
1300 I Street, NW
Washington, DC 20005
dcarol@apta.com / 202.580.9577

ATTACHMENT 1

APTA Standard Contract Terms

I. Confidentiality

Contractor acknowledges and confirms that any oral or written information exchanged in connection with this agreement is confidential. Contractor shall maintain confidentiality and shall not divulge to any third party the information without prior written approval by APTA.

II. Term & Termination

This Agreement shall commence on the date of its execution and shall remain in full force and effect for a period of ___ expiring on _____ (the initial “Term”). This Agreement may be terminated after thirty (30) days upon written notice given by either party. If this Agreement is so terminated, APTA shall be liable only for work performed prior to the date of termination.

This Agreement may be terminated for cause by either Party if the other Party materially fails to perform its obligations under this Agreement, does not commence correction of such nonperformance within 10 business days of receipt of written notice and/or fails to diligently complete such correction thereafter. The respective rights and obligations of the Parties predating such termination shall survive termination of this Agreement.

III. Rights in the Program

All deliverables, original ideas, publication rights, and any and all materials developed in connection with this Agreement shall be the sole property of APTA, and will remain so in perpetuity, whether or not copyrighted. Contractor agrees neither to assert any rights at common law or equity, nor to establish any claim to statutory copyright of these materials or ideas. Except for its internal use, Contractor shall not publish or reproduce such materials or ideas in whole or in part, or in any manner or form, nor authorize others to do so without the written consent of APTA.

Contractor warrants that it owns, or has the legal right to use any intellectual property needed to carry out the Statement of Work required by this Agreement. In addition, Contractor agrees that it will, at its own expense, defend and protect such works from any claims that the works infringe the intellectual property rights of others, and agrees to indemnify APTA, its officers, employees, and members and hold them harmless for any

and all liability for claims, demands, losses, costs, damages, and expenses of every kind and description, including attorneys' fees, arising out of or in connection with such infringement claims or any other breach or claimed breach of this Agreement.

IV. Assignability

Except as provided herein, Contractor shall not assign any interest in this Agreement, shall not transfer any interest in the same (whether by assignment or novation) and shall not sublet or underlet the performance of any part of the Statement of Work, without the prior written consent of APTA. Claims for money due or to become due to contractor from APTA under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be provided promptly to APTA.

V. Modification of Agreement

This Agreement supersedes all previous Agreements, communications, and understandings, oral or written, between the parties with respect to the subject hereof except to the extent expressly incorporated herein.

The term "Agreement" as used herein includes any written amendments, modifications or supplements later made in accordance herewith. If any provision or portion of the Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the remainder of the Agreement shall remain in force.

VI. Indemnification

Each Party shall indemnify the other Party and its directors, officers, agents, and employees against any and all loss, liability, damage, expense, or claim, including but not limited to attorneys' fees, directly or indirectly, arising from or directly related to any negligent act or omission or any other breach of obligation or duty under this Agreement or under applicable law and there shall be no third-party beneficiaries of this Agreement.

VII. Laws Governing

This Agreement shall be constructed in accordance with, and governed by, the laws of the District of Columbia without regard to its conflicts of law principles.

VIII. Relationship

The relationship between the Parties is and shall be that of independent contractors. The performance by each party of its duties and obligations under this Agreement does not and shall not constitute a partnership, joint venture, agency or fiduciary relationship. As an independent contractor, Contractor shall pay all taxes arising from this Agreement including state and local sales and use taxes.

IX. Force Majeure

In no event, shall either Party be responsible or liable for any failure or delay in the performance of its obligations herein arising out of or caused by any forces beyond its control, including, acts of God, any government restrictions, acts of war or terrorism, hostilities, civil disturbances, revolutions, strikes, lockouts, or nuclear or natural catastrophes. Contractor shall return the amounts paid in advance by APTA and Contractor shall have no further obligation to perform.

X. Standard of Care

Notwithstanding any clause in this Agreement or otherwise to the contrary, Contractor shall perform its services consistent with the professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same or similar locality under the same or similar circumstances. Contractor shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The full extent of Contractor's responsibility with respect to the Services shall be to perform in accordance with the above standards and to remedy any material deficiencies or defects in the Deliverables at Contractor's own expense, provided that Contractor is notified by APTA, in writing, of any such deficiency or defect within a reasonable period after discovery thereof, but in no event later than 30 days after Contractor's completion or termination of the Services. Contractor makes no other representations, warranties or guarantees, either express or implied, including any implied warranties of fitness for a particular purpose, merchantability, informational content or otherwise.

XI. Mutual Waiver of Consequential Damages

Notwithstanding anything in this Agreement to the contrary, and to the fullest extent permitted by law, in no event shall either Party be liable to the other for any indirect, incidental, special, consequential, or punitive damages whatsoever (including, without

limitation, lost profits, loss of revenue, loss of use or interruption of business) arising out of or related to this Agreement, even if advised of the possibility of such damages.

XII. Risk Allocation and Restriction of Remedies

The Parties have evaluated the respective risks and remedies under this Agreement and agree to allocate the risks and restrict the remedies to reflect that evaluation. APTA agrees to restrict its remedies under this Agreement against Contractor, its parents, affiliates and subcontractors, and their respective directors, officers, shareholders, and employees, ("Contractor Covered Parties"), so that the total aggregate liability of the Contractor Covered Parties shall not exceed the actual paid compensation for the services. This restriction of remedies shall apply to all suits, claims, actions, losses, costs (including attorney's fees) and damages of any nature arising from or related to this Agreement without regard to the legal theory under which such liability is imposed. Claims must be brought within one calendar year from performance of the services unless a longer period is required by law.

XIII. Electronic Signature

Any electronic signature shall be treated in all respects as having the same legal effect as an original handwritten signature.

XIV. Authority to Execute Agreement

Execution of this Agreement by the Contractor is authorized, and signature(s) of each person signing on behalf of the Contractor have been made with complete and full authority to commit the Contractor to all terms and conditions of this Agreement, including each and every representation and certification contained herein, attached hereto, and collectively incorporated by reference herein, or as may be required by the terms and conditions hereof.