



## American Public Transportation Association

1300 I Street, NW  
Suite 1200 East  
Washington, DC 20005

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The American Public Transportation Association (APTA) is the premier trade association and authoritative voice of the public transportation industry in North America. APTA is a nonprofit international association of 1,500-member organizations, representing a \$71 billion industry that directly employs over 420,000 people and supports millions of private-sector jobs. APTA members include bus, paratransit, heavy rail (subway), light rail, commuter rail, intercity and high-speed passenger rail, and waterborne systems; organizations responsible for planning, designing, constructing, financing, and operating public transportation systems; product and service providers (including transportation network companies); academic institutions; labor organizations; and public interest groups.

America is experiencing a culture change in how people see, think, value and act toward transportation. This attitudinal shift presents a great opportunity and challenge for public transportation providers. New technologies, data capabilities and business platforms have disrupted the face of transportation, rapidly changing how people move. Mobility options that include modal options and meet customer expectations (e.g., on-demand service, integrated access through a single app, and Wi-Fi) uniquely position public transportation to pivot as the backbone, mobility manager, and integrator of a multi-transit environment.

At the same time, public transportation agencies must continue to deliver reliable and safe service to millions of passengers every day. The challenges are great—from meeting new safety requirements, to addressing the \$90 billion backlog of state-of-good-repair needs, to expanding service in growing communities.

To meet today's demands and prepare for a new future, the public transportation industry depends on federal, state, and local funding. As a result, advocacy—promoting the industry's interests and securing necessary funding in Washington, DC—is APTA's most important priority.

As a part of APTA's Research, Communications and Advocacy (RCA) program, APTA's Government Affairs department leads the legislative strategy and implementation program regarding matters of legislative interest to APTA, including federal budget, appropriations, surface transportation authorization, environmental, energy, tax and other legislation.

Through its legislative advocacy efforts, APTA serves as the leading voice and advocate for the public transportation industry on Capitol Hill and with the Administration.

## **Scope of Work**

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The consultant(s) will provide services to APTA on legislative and advocacy activities, including advocacy regarding funding, financing, and policy objectives for public transportation and passenger rail programs, including:

- Assisting APTA staff in developing legislative strategy and implementation programs for issues of interest (e.g., federal budget, transportation authorization, appropriations, environmental, energy, tax, and other legislation);
- Providing ongoing advice and support to assist APTA staff and members in achieving legislative objectives;
- Gathering relevant and timely information on introduction of bills, Congressional hearings, proposed and final Administration rulemakings and initiatives, and other activities or events affecting public transportation;
- Outreach to key Congressional committees in the U.S. Senate and U.S. House of Representatives, as well as to newly elected Members of Congress regarding issues affecting APTA and its members (with an emphasis on Senate outreach);
- Attending in-person weekly APTA Government Affairs staff meetings and other meetings as requested;
- Assisting APTA staff in securing Members of Congress to address APTA conferences, Fly-Ins, and other events; and
- Conducting research and developing memoranda on legislative issues as requested.

## **Term of Contract**

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The total budget for consulting services is approximately \$300,000 per year. APTA may sign multiple contracts to fulfill these services. Each contract is for a period of 1.8 years. When submitting a proposal, the proposal should cover all staff time as well as tactics and tools used for the effort. The contract will begin on or about March 1, 2019, and end December 31, 2020, with the option of extension for up to two additional years based on performance.

## **Contractual Terms and Conditions**

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See Schedule A, attached

## Requirements for Proposal Preparation

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We are seeking legislative consulting firm(s) with proven capabilities and relevant experiences to perform the above tasks and who can work in partnership with APTA and its members to develop the most effective legislative strategy possible. Each proposal should include:

**Qualifications:** Company background and current work that is similar to this proposal. Please identify the primary contact and provide the experience of the specific individuals who will be assigned to this contract. Include your understanding of the issues related to this Request for Proposals (RFP). Please also provide information related to the diversity of your organization's partners and staff.

**Approach:** Please describe your firm's approach to providing the services. Specifically identify how you will undertake the work and how you will engage and communicate with Members of Congress and the Administration. Identify ways that you will keep abreast of issues affecting APTA members and the types of information and content that you will provide.

**Budget:** Please provide a specific, detailed budget, including monthly fees, for the proposed services.

**Conflicts of Interest:** Please provide a list of transportation organizations that you currently represent and describe your firm's process for clearing potential conflicts of interest.

## Evaluation and Award Process

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Proposals will be scored based on the following: the qualifications and experience of key personnel, the recommended strategy and approach and recommended activities, and workplan based on the scope and budget.

APTA is an equal employment opportunity employer. We strive to employ the best-qualified businesses for our contract opportunities and we strongly encourage minority- and women-owned businesses to respond to this RFP.

This RFP is not an order for or an offer to purchase any or all the services set forth herein, nor shall APTA incur or be liable for any costs associated with the preparation of any proposal or presentation of your services. APTA reserves the right to accept or reject any or all proposals at its sole and absolute discretion. The issuance of your response to this RFP does not create any obligation on the part of APTA to negotiate, to enter into any agreement, or to undertake any financial obligation.

## **Process Schedule**

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**Your proposal should be submitted on or before the close of the business day on February 15, 2019.**

Proposals Due: February 15, 2019  
Proposal Review: February 15 - 20, 2019  
Interviews: February 20 - 28, 2019  
Selection: March 2019  
Contact Start: March 2019

## **Point of Contact**

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Please address your submission via email to: Ward W. McCarragher, Vice President, Government Affairs, American Public Transportation Association, [wmccarragher@apta.com](mailto:wmccarragher@apta.com); 202.496.4828.

## **Information Session**

A conference call to answer any questions on the RFP will be held on February 4, 2019 at 1:00 p.m. If you are interested in joining the call, please contact TaNeesha Johnson, Government Affairs Coordinator, American Public Transportation Association, [tjohnson@apta.com](mailto:tjohnson@apta.com); 202.496.4892.

## **SCHEDULE A – APTA’s Standard Contract Terms**

### **I. Confidentiality**

Contractor shall not divulge to any third party any confidential information and/or material developed or obtained in connection with this agreement without prior written approval of APTA. Confidential information includes, but is not limited to, salary or other aspects of compensation information.

### **II. Termination**

Either party may terminate this Agreement based upon the failure of the other to perform and, where reasonable, upon notice and an opportunity to cure. APTA reserves the right to terminate services upon reasonable notice should it determine the subject services are no longer required for any reason. If this agreement is terminated at APTA’s option, without a failure to perform on the part of Contractor, APTA shall be liable only for that portion of the fees reasonably related to Contractor’s efforts performed prior to the effective date of termination.

### **III. Rights in the Program**

All deliverables, original ideas, publication rights, and any and all materials developed solely 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.

All methodologies, procedures, management tools, concepts, ideas, inventions, know-how and other intellectual property that Contractor has developed, created or acquired prior to its performance under this Agreement or has developed, created or acquired during or after the performance under this Agreement for any of its other clients (“Contractor’s Intellectual Property”) are, and shall remain, the sole and exclusive property of Contractor. APTA shall not have or acquire any right, claim, title or interest in or to any of Contractor’s Intellectual Property

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. Technical Direction

APTA's Contract Manager shall provide assistance and supervision to Contractor for work performed under this Agreement. Notice with respect to termination of this Agreement or changes in the Agreement on the part of APTA will be provided by APTA's president or chief counsel.

#### V. 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 thereto in each instance; provided, however, that 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 furnished promptly to APTA.

#### VI. 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.

#### VII. Laws Governing

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

#### VIII. Relationship

The performance by each party of its duties and obligations under this Agreement shall be on an independent contractor basis and nothing contained herein shall create or imply an agency relationship between the parties, nor shall this Agreement be deemed to constitute a joint venture or partnership between the parties. As an independent contractor, Contractor shall pay all taxes arising from this Agreement including state and local sales and use taxes.

## IX. Force Majeure

Notwithstanding any other provision of this Agreement, in the event that the performance of any obligation under this Agreement by any party to this Agreement (APTA or Contractor) is prevented due to acts of God, any government restriction, wars, hostilities, civil disturbances, revolutions, strikes, terrorist attacks, lockouts, or any other cause beyond the reasonable control of any party, then such party shall not be responsible for failure or delay in performance of its obligations under this Agreement. Contractor shall return the amounts paid in advance by APTA and Contractor shall have no further obligation to perform.

## X. Electronic Signature

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

## XI. 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.