



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 1,600 member organizations include bus transit agencies, rail transit agencies and commuter rail systems, as well as the many businesses responsible for planning, designing, constructing, financing, operating and supplying transit systems.

APTA serves as a Standards Development Organization. It manages various planning committees and working groups that maintain a library of some 360 standards, recommended practices, and white papers spanning transit planning, procurement, operations, and maintenance. APTA occasionally contracts with private firms to support the work of specific working groups.

Statement of Purpose

The purpose of this RFP is to secure consultant support for the Bus Transit Standards Program's Standard Bus Procurement Guidelines (SBPG) Working Group. This Working Group is a high priority for APTA and requires a Consultant capable of providing substantive technical and process management support across multiple concurrent work streams.

Scope of Work

The Consultant will support the work of the APTA Standard Bus Procurement Guidelines (SBPG) Working Group in accordance with the APTA standards program's policies and procedures. The Consultant will report to the APTA staff advisor that manages the SBPG and may also work with other APTA program managers who support the bus transit standards program. The Consultant will be expected to collaborate with the SBPG Working Group officers to carry out the work of the group.

The SBPG Working Group has two published standards/recommended practices:

- 1) Standard Bus Procurement Guidelines: A Standardized Request for Proposals Contract Form”(accessible here: <https://www.apta.com/standard/apta-bts-bpg-gl-001-13/>), and
- 2) “In-Plant Inspection for Bus Procurements” (<https://www.apta.com/standard/apta-bts-ii-rp-001-11/>)

The Working Group’s primary focus is the Standard Bus Procurement Guidelines (SBPG), a model procurement document for bus purchasing that is widely used by bus transit agencies. The SBPG contains template language that agencies can use for creating RFP technical specifications, terms & conditions, warranty requirements, quality assurance, and adherence to relevant federal requirements (e.g., Buy America).

The Consultant will support the Working Group to continuously review and update the SBPG to ensure it reflects best practices in bus procurements; incorporates technologies being adopted by the bus transit industry; includes accurate, up-to-date references to relevant procurement regulations; and encourages streamlined, modernized, performance-based bus procurement language that supports transit agency needs and a healthy bus manufacturing industry.

The SBPG is currently undergoing high-priority updates reflecting the recommendations from APTA’s Bus Manufacturing Task Force 2.0. The Consultant will be expected to help manage the update process across all currently active sub-groups working through these task force recommendations, coordinating their efforts to ensure consistent, timely progress toward a revised SBPG. Once this work package is completed, the Consultant will help the Working Group create a meeting cadence – virtual and in person – to regularly update the SBPG and manage this process, in collaboration with APTA staff and Working Group officers.

The Consultant will also support an update of the “In-Plant Inspection for Bus Procurements” document in accordance with recommendations from the Task Force. This work will occur in tandem with the SBPG updates.

The Consultant may also support development of new associated documents if they are recommended as a priority by APTA staff and the Working Group members.

APTA Standards Process

The Consultant will help to manage and undertake tasks related to the APTA standards program’s procedures for developing or updating standards, noted below and found in the APTA Standards Program Manual (<https://www.apta.com/standards/process/>):

1. **Identify revisions or new document development:** The Consultant will work with APTA staff, Working Group officers and broader Working Group members to

identify needed updates and additions, as well as new documents that may need to be created. Updates or new document development may not proceed without approval of APTA staff.

2. **Review and revision.** The Consultant will organize and, in collaboration with the officers, lead the SBPG Working Group in the review and renewal of documents. The Consultant shall ensure that any changes are finalized and agreed upon by the working group membership. An SME team of working group member volunteers may be assembled to facilitate revisions of specific sections of the SBPG or creation of new material for the SBPG. When the revisions are ready to be balloted, APTA staff will submit them to the APTA editor. The Consultant will help facilitate the resolution of any questions received by the editor.
3. **Working Group Ballot.** This process will be conducted by the APTA staff. The Consultant will help facilitate the resolution of comments received during the ballot.
4. **Public Comment Period.** This process will be conducted by APTA staff. The Consultant will help facilitate the resolution of any comments received during the public comment period upon the close of the period.
5. **CEO Review Period.** This process will be conducted by APTA staff. The Consultant will help facilitate the resolution of any comments received during the CEO review period upon the close of the period.
6. **Process Review and publication.** APTA staff are responsible for final publication. The Consultant does not have any responsibilities in this step.

Timely movement through this process is essential to the APTA Standards Program's viability.

Performance Expectations

The Consultant's success will be measured by their ability to:

1. Successfully facilitate consensus building and collaboration among working group stakeholders.
2. Ensure accuracy, relevance, and alignment with evolving industry best practices, technologies, and regulatory expectations, in the SBPG.
3. Ensure that updates to the SBPG are published at least annually, and more frequently if needed to maintain accuracy and meet the needs of industry as noted in Item 2.
4. Follow the processes and procedures outlined in the APTA Standards Program Manual. APTA staff will work with the Consultant to move documents through the Standards program's balloting and publication process.

5. Demonstrate familiarity with bus procurement practices and ability to contribute broad expertise in general discussions and contribute to the meetings as a subject matter expert.
6. Additional consideration may be given to a Consultant who can provide:
 - expertise in contract and legal matters relevant to public transit procurement, including familiarity with procurement law, contract terms and conditions, and the legal frameworks governing agency purchasing of transit vehicles.
 - technical expertise in bus specifications, including knowledge of conventional bus vehicle systems, components, and the standards and practices governing bus design and procurement.

Estimated Level of Support Required

The Consultant shall provide both substantive technical support and process management services necessary to support the ongoing work of the SBPG Working Group and associated subgroup activities.

APTA anticipates the following level of effort under this contract:

Meeting Frequency:

Meeting frequency will vary depending on project priorities and publication schedules. The consultant should be prepared to support:

- Up to six (6) virtual full Working Group meetings annually, generally anticipated to be approximately two (2) hours each in duration.
- The SBPG Working Group will create subgroups to address specific subsections of the document as needed. The Consultant will work with APTA staff and the Working Group officers to share responsibility for overseeing these subgroup meetings. The cadence of these meetings will be determined by the subgroup; anticipated to be between 2-4 times monthly during the period of active document development or revision work for up to 4 subgroups.
- The Working Group may decide to schedule in-person meetings. There would be no more than two in-person meetings annually, each with a duration of 1.5 days.

Consultant Engagement Expectations:

The Consultant will work collaboratively with APTA staff and Working Group officers to support both the technical and administrative functions of the Working Group. APTA staff will maintain responsibility for official standards program administration and final approvals.

The Consultant is expected to:

- Facilitate all meetings of the full Working Group and support consensus-building among stakeholders in the SBPG;

- Provide input for APTA staff in preparing agendas for Working Group meetings;
- Support APTA staff in preparing supporting materials and meeting summaries/minutes for Working Group meetings;
- Assist the Working Group in drafting and revising documents based on Working Group direction;
- Coordinate follow-up actions and track progress of all assigned work items;
- In collaboration with APTA staff, ensure that the SBPG follows the policies and procedures of the Standards program in its work; and
- Provide subject matter support related to bus procurement practices.

Estimated Level of Effort

APTA anticipates the cumulative level of effort under this contract will be up to 20 hours per month for all virtual meetings, depending on the phase of document development and active work streams underway. If in-person meetings are planned, it is anticipated these would add an additional 70 hours annually. Billing will occur on a monthly basis, based on actual hours, with an annual “annual “not-to-exceed” based on a maximum of 20 hours monthly for virtual meetings, and 35 hours per in-person meeting. Any work materially exceeding this anticipated level of effort would be paid on an hourly basis and must be approved in advance in writing by APTA.

Deliverables

The following are general expectations of the Consultant as well as a general scope of work the Consultant would be expected to follow, and will be assigned by direction on an as-needed basis by the APTA Staff Advisor:

- Lead the Working Group in conceptualization and drafting of new or updated language based on input from Working Group members, other APTA members, APTA staff, federal partners or others.
- Work with APTA staff to coordinate scheduling and logistics for virtual and in person meetings, including proposing dates and times. APTA will manage calendar invites and provide administrative support. Meeting cadence to be at least quarterly, more often if needed.
- Facilitate discussions among Working Group members, leading document reviews and consensus-building efforts during virtual and in-person meetings. Support document refinement and finalization in collaboration with Working Group members and APTA staff.
- Ensure integration and alignment of the SBPG with related industry standards (e.g., FTA, IEEE, ISO, SAE) where applicable, and harmonization with other APTA standards.

Request for Proposals

- Communicate with Working Group members via email and phone, as needed, to ensure timely progress and collaboration.
- Prepare and distribute agendas and meeting minutes for each full Working Group call or in-person session.
- Track work progress of any subgroups formed under the large Working Group to focus on particular issues or sections of the SBPG. (Each subgroup will identify a leader to oversee the subgroup's work.)

For Travel and Cost Documentation:

- Travel costs for in-person meetings, to be reviewed by the APTA staff advisor prior to incursion and reviewed for approval following travel, will be reimbursed in accordance with GSA rates and limited to:
 - One adult round-trip economy airfare
 - Three hotel nights
 - GSA per diem
 - Related parking, taxi, or public transit expenses
- Cost reimbursement requests to be submitted through APTA forms.

Term of Contract

The length of the contract will be twelve (12) months. We anticipate Notice-To-Proceed by mid July 2026.

Contractual Terms and Conditions

APTA's standard contract terms and conditions are attached.

Requirements for Proposal Preparation

Proposals should be emailed to Lisa Jerram, Senior Director – Bus Operations & New Vehicle Technologies, at LJerram@apta.com, with “APTA SBPG Proposal Submission” in the subject line.

Proposals should detail the following:

- Project lead and key staff, their experience and resume
- Prior experience, if any, supporting or involving standards development.

- Prior work for APTA and/or other associations
- Capacity and resources to support the proposed work and meet timelines
- Expertise on bus procurements
- Price proposal:
 - Cumulative estimated total amount for one year based on 20 hours per month of technical and process management support for up to 6 full Working Group virtual meetings and virtual subgroup meetings. NOTE: the cumulative amount is not a guaranteed amount; it should be a reasonable estimate for a maximum amount for the services.
 - Estimate for supporting two in-person 2-day meetings annually at a cost of 35 hours per meeting.
 - Billable rates for key staff identified as supporting the work.
 - Billable hourly rate for staff work that exceeds that level of work that is outlined.

Evaluation and Award Process

APTA will evaluate the proposals based equally on (1) qualifications and experience of key personnel; (2) capacity/ability to support the work and timeline; and (3) price.

Process Schedule

Submittal must be received on or before the close of the business day on July 2, 2026. Please send any questions in an email to the below contact. APTA expects to notify bidders by July 6, 2026.

Point of Contact

Lisa Jerram
Sr. Director, Bus Operations & New Vehicle Technologies
1300 I Street NW
Suite 1200 East
Washington, DC 20002
LJerram@apta.com
202-496-4853

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. The completion date may be extended by mutual agreement in writing of the Parties.

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

Request for Proposals

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.