

American Public Transportation Association

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

Request for Proposals:

The American Public Transportation Association (APTA) is seeking services for the management and operation of APTA's Center for Transportation Excellence (CFTE), a project of APTA, on behalf of and under the direction of APTA.

About APTA:

APTA is a non-profit international association of 1,400 public and private member organizations, including transit systems, and high-speed, intercity and commuter rail operators; planning, design, construction, and finance firms; product and service providers; academic institutions, transit associations, and state departments of transportation. APTA members serve the public interest by providing safe, efficient and economical transit services and products.

Project Description:

CFTE, a non-partisan resource center created to provide research materials, strategies and other forms of support to communities seeking quality transportation choices. Since the year 2000, CFTE has provided strategic information and connections to equip local and state leaders with the information they need to be successful with their public transportation initiatives and ballot measures. Past efforts have included:

- Identifying and tracking of transit elections and key state and local legislative efforts, maintaining a database of current, past and future elections.
- Analyzing election data and trends.
- Creating case studies that illustrate the power of effective public transportation.
- Highlighting transportation advances achieved at the local, state, and national levels.
- Developing "tool kits" that aid local leaders in communicating the benefits of transit.
- Organizing webinars and in-person training for community leaders and campaign advocates.
- Customizing technical assistance and peer-to-peer networking.
- Operating and maintaining a CFTE website, including campaign profiles and best practices, lessons learned, materials from prior CFTE events, links to other sites with useful materials and expertise.
- Reaching out to media sources with the arguments in support of sensible transportation choice.
- Establishing contact with the appropriate persons at each transit campaign, and respond to appropriate requests for information or technical assistance.

- Helping APTA build its network of transit-supportive grass-roots organizations.
- Maintaining a list of interested parties to include public officials, advocates and business leaders, keeping such persons informed of campaign resources, and engaged through social media and otherwise.
- Providing similar tracking and technical services to state or local legislative proposals where deemed appropriate.
- Coordinating with APTA programs including Voices-for-Public-Transportation..
- Organizing a biannual conference to convey transit election messages, tactics, strategies and campaign best practices, and to make such information available for ongoing use.
- Providing regular, strategic updates to APTA, making persons aware of election news, key dates, and opportunities with media and with local events.

As states struggle with budget challenges, and as communities suffer under burgeoning traffic, support of sensible transportation solutions has been threatened. Opponents are using erroneous arguments and fomenting fear. Supporters of balanced, practical transportation development look to CFTE for assistance in the following areas:

- Distributing information that proves the effectiveness of public transportation.
- Maintaining a library of cutting-edge factoids and responses to be used to counter specific criticisms.
- Coaching community leaders in techniques for engaging the opposition in their own communities.
- Organizing a group of scholars who can be available as spokesperson in articulating the value of public transportation.
- Mobilizing, in response to media coverage of the opposition, proposed Letters to the Editor, Op/Ed submissions, editorial board meetings, etc. (for consideration by the local campaigns).
- As needed, take initiative as a spokesperson in response to critics and false information. Closely monitor the public dialogue at key junctures of key elections, especially information put forward to the detriment of public transportation.

Proposals should design a program to include these and / or other ideas to make CFTE an effective resource for **helping communities achieve success in local campaigns and transit elections**, and in other pro-transit initiatives at state and local levels. The role of CFTE is not to run or operate local campaigns, but to serve as a resource for pre-campaign decisions, and service as an ongoing information clearinghouse. Going forward, APTA will be responsible for logistics for the biennial CFTE conference. Proposals should also address how the CFTE brand can be most closely associated with APTA.

Proposals: Expected Content

APTA is seeking proposals on how to best achieve the program objectives. Proposers are expected to present an operations plan that can realistically be accomplished within the constraints of funds and the contract timeframe. Proposals must present the proposers' thinking in enough detail to demonstrate their understanding of the issues and the soundness of their approach to meeting the research objectives.

Company background

- The proposer shall provide a brief (one page) company description including company history
- General statement of the understanding of the scope of services
- Proposed project team including proposed sub-consultants
- Project team's experience with activities included in their proposed project plan
- Experience of the proposed project manager and individuals who will be working on the project.

Project Plan

- Identify activities to be undertaken in a proposed program to help communities achieve the goal of helping communities achieve success in local campaigns and transit elections.
- A proposed task list and level of effort for each task.
- A schedule for activities and milestones over the course of the contract.
- An approach for managing the project and communicating with APTA.
- An assessment of how CFTE can be helpful to states and regions where transit ballot measures are less common.

Response to Terms and Conditions

- Proposers shall indicate agreement to the terms outlined in this RFP.
- All data collected and work products are the property of APTA and cannot be used for any other product.
- Media contact and/or other promotional activities regarding the work product will be at the sole discretion of APTA.

The contract shall extend from the contract date March 1, 2021 and be for the duration of three years. The contract may be extended for an additional twelve months upon mutual consent.

Pre-bid Conference Call:

A conference call will be scheduled for January 11, 2021 to address any questions bidders may have. Parties interested in participating in such conference call will be given the time of the call, plus call-in information upon notifying APTA's listed point-of-contact. Questions may be asked anonymously (if so desired) by submitting them in writing to the designated point of contact.

Evaluation and Award Process:

In accordance with the provisions of this RFP, APTA will evaluate the submittals. The final selection will be to the proposer, which in the discretion of APTA, best meets the requirements set forth in this RFP and has the lowest cost and technically acceptable solution.

Proposers are discouraged from submitting lengthy submittals. Instead, APTA strongly encourages submittals that are concise and clearly written with the essential information only. Proposals should be ten pages or less (exclusive of resumes and other addenda.) All submittals will be reviewed first to determine whether it is responsive to the requirements of this RFP.

Responsive submittals will be evaluated based on the following criteria:

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| 1. Experience and Technical Competence: | 50% |
| 2. Work Plan and Level of Effort: | 30% |
| 3. Record of Past Performance & Project Examples | 20% |

Process Schedule:

- Pre-bid conference call: **January 11, 2021**
- Submittals are due to APTA: **January 19, 2021**
- APTA may schedule interviews with the most highly qualified technical proposals (as determined by APTA in its sole discretion). If interviews are conducted, APTA will allow a 30-minute presentation by the responders, followed by up to 45 minutes of questions by APTA.
- Contractor selection to occur on or about on or about **February 5, 2021**
- Start-date will be **March 1, 2021**.

Point of Contact:

Please submit an electronic copy of your proposal via email to:

Art Guzzetti

Vice President – Policy & Mobility

American Public Transportation Association

aguzzetti@apta.com / 202.496.4814

SCHEDULE A – Example of APTA’s contract template

Contract format

Dear [Firm Representative]:

The purpose of this letter is to set forth the terms and conditions of an Agreement in which [Firm] (“Contractor”) will provide compensation consulting services in support of the American Public Transportation Association (“APTA”).

I. Statement of Work

Contractor will provide comprehensive compensation consulting services, including support of APTA’s requirements as described in its request for proposals.

Services shall be provided consistent with the terms of this Agreement, the description of services drawn from APTA’s request for proposals.

In the event of any conflict among the provisions of this Agreement and/or the Appendices, the Agreement provisions shall be deemed controlling, followed by the provisions of Appendix A, then Appendix B.

This Agreement shall begin immediately and terminate upon completion of all required work and delivery of payment therefore.

[Names] shall be designated “key personnel” for purposes of this Agreement. Key personnel shall perform the tasks identified with them and shall not be replaced or removed by Contractor unless approved, in writing, by APTA.

II. Payment

Contractor shall be paid as detailed for services under this Agreement. Any authorized travel expense reimbursement shall be limited by and paid at the rates and under the conditions APTA applies to its employees and shall be approved in advance by APTA’s Contract Manager or their designee. There are no additional costs or charges authorized under this Agreement.

III. 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.

IV. 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.

V. 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.

VI. 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.

VII. 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.

VIII. 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.

IX. 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.

X. 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.

XI. 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.

XII. Electronic Signature

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

XIII. 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.