American Public Transportation Association
1300 I Street NW
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Washington, D.C. 20005

The American Public Transportation Association (APTA) members serve the public interest by providing safe, efficient and economical transit services, and by improving services to meet national energy, safety, environmental, and financial concerns. Ninety-five percent of those using public transit in the U.S. are carried by APTA members.

APTA is a trade association, and its membership totals more than 1500 member organizations that includes motor bus, transit and commuter rail systems, as well as organizations responsible for planning, designing, constructing, financing, and operating transit systems. APTA members also include business organizations which supply products and services to the transit industry, academic institutions, and public interest groups.

As APTA’s technical and operational subject matter resource Technical Services and Innovation strengthens the health and performance of the public transportation sector, today and into the future by:

- Providing solutions to real-world, practical challenges faced by APTA members;
- Advancing the development and adoption of industry standards and best practices; and
- Sharing technological expertise to promote innovation; support thought leadership; and influence government policies and regulations.
Statement of Purpose

The purpose of the RFP is to solicit bids to provide revised, editable electronic versions of approximately 42 electrical diagrams present within five of the Passenger Rail Equipment Safety Standards recommended practices.

Scope of Work

This project will result in update of the current electrical diagrams in, as well as additional electrical diagrams for, the next revisions of the following APTA PRESS recommended practices:

- APTA PR-E-RP-017-99, “27-Point Control and Communication Trainlines for Locomotives and Locomotive Hauled Equipment”

The contractor will be provided with hand-drawn versions of any new diagrams required for the recommended practices.

Outcome and Performance Standards

There are two outcomes expected from this project.

The first outcome is to provide electronic images of the revised and updated electrical diagrams, suitable for use in the next revision of the respective recommended practice. These will be delivered by the contractor to a shared folder. Upon reception, once the contractor has created an electronic version, APTA will review the drawings to ensure that all required changes have been incorporated into the images. If APTA finds issues with an image, a markup of that image will be provided to indicate the areas for correction. The contractor will revise the diagrams accordingly and provide a corrected image of the diagram suitable for use within the next revision of the respective recommended practices.
The second outcome is to provide the revised electrical diagrams in a manipulatable format compatible with common engineering drafting programs.

**Deliverables**

See Attachment A, “Figure Specifics”

**Term of Contract**

The length of the contract will be from December 1, 2023 until March 31st, 2024.

**Contractual Terms and Conditions**

**Confidentiality**

Contractor shall not divulge to any third party any confidential information and/or material developed in connection with this agreement without prior written approval of APTA. Contractor will adhere to any of APTA confidentiality policies and conflict of interest policies and will affirm receipt and acceptance of the terms of said policies by signing the confidentiality and conflict of interest policy statements.

**Termination**

Either party may terminate this Agreement after thirty (30) days’ notice to the other party. If this Agreement is so terminated, APTA shall be liable only for work performed prior to the effective date of termination.

**Rights in the Program**

All deliverables, original ideas, publication rights, 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, 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.

Technical Direction
APTA’s Contract Manager, Joseph Niegoski or his immediate designee, 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 chief counsel.

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.

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.

Indemnification
Each party shall indemnify and hold harmless the other party against any loss or expense which the other party may incur as the result of any third-party claim, suit or proceeding
made or brought against the other party or in which the other party is asked to participate, to the extent arising from the negligence or willful misconduct of the indemnifying party.

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.

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. No employer-employee relationship is intended under this Agreement. Contractor is not entitled to any benefit other than those payments specifically enumerated in this Agreement under any circumstances. This Agreement is limited to the projects described above and is not intended to create a permanent relationship of any nature between the parties. APTA acknowledges Contractor is free to perform services of a similar or dissimilar nature for other entities during the period of this Agreement.

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.

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

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.

Requirements for Proposal Preparation

- Section addressing Experience and Qualifications
  - Examples of successful, experience with trade associations, for and non-profit organizations
  - Core competencies, active clients, and related history
  - Two references from current, active clients
  - If applicable, key personnel other than yourself who will be assigned to this project, attaching resumes of the assigned personnel
  - Individual who is accountable for the quality of the deliverable
  - Level of effort and time needed to complete the contract
  - Section addressing cost estimate and timeline for deliverables.

All proposals must be emailed as PDFs to the APTA point of contact noted below.

Evaluation and Award Process

The proposals will be scored based on cost and proposed timeline. Full delivery prior to the end of the term contract is encouraged.

In accordance with the provisions of this RFP, APTA will evaluate the submittals. The final selection will be the Proposer, which at the discretion of APTA, best meets the requirements set forth in this RFP, determined to be best qualified for the services requested, and at the lowest cost to APTA.

Process Schedule

Proposals are due by November 10, 2023. The contractor will be selected no later than November 16, 2023.
Point of Contact

Send your proposals to Nathan Leventon at nleventon@apta.com.