



## American Public Transportation Association

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

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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 1,500 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.

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 and Advocacy (GAA) department leads the legislative strategy and implementation program regarding matters of legislative interest to APTA's members. APTA's Policy Development and Research program is the think tank for the public transportation industry. Through polling, surveys, original research, and long-term strategic development the program ensures that the nation is informed on the benefits of public transportation investment.

## Statement of Problem

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H.R. 2, the “INVEST in America Act”, passed the U.S. House of Representatives on July 1, 2020. The bill contains two provisions, section 2203 (Mobility Innovation) and section 2603 (Innovation Workforce Standards), which would place restrictions on the incorporation of mobility on demand and automated vehicle services that would affect public transit agencies’ capabilities to be flexible and deploy new and innovative services, including service contracting and partnerships, new service delivery models, applications of new technologies and innovative procurement techniques.

Many of our members have been piloting and implementing new and innovative mobility on demand services in both rural and urban areas, and have increased employment opportunities in their communities as a result of introducing these new services. In addition, public transit agencies have been using the funds saved through these innovations to bolster the reliability and effectiveness of their fixed-route services. Limitations on the ability to innovate would not only hurt communities that rely on these new services to connect to fixed-route or other essential services, but would also hinder the advancement of workers in these communities, especially as public transit agencies reposition themselves to survive and help their communities recover from the economic downturn caused by the COVID-19 pandemic.

The objective of this research is to develop 5 to 10 case studies around the nation illustrating the impact that limitations on mobility on demand and automated vehicle services would have on transit agencies’ current and future mobility and automated vehicle programs if they were to be passed into law. Case studies will also illustrate how mobility innovations have increased access for rural and low-income communities as well as communities of color.

Specifically, APTA is seeking the development of a series of one-pagers, which would be combined into a report that can be used to advocate to ensure that Congress creates a new, flexible mobility innovation program. A successful candidate would be a firm that understands how to impact decision-making on Capitol Hill.

## Deliverables

The research plan shall be divided into tasks that present the work proposed in each task. The research plan shall describe deliverables including, but are not limited to, the following (which also represent key project milestones):

- Developing a data and interview plan in consultation with APTA staff
- The request to companies/organizations for data and interviews
- The period of collection of data and participating in interviews
- Delivery of draft case studies to APTA
- Draft One-Pagers and Final Report
- Final One-Pagers and Report

## Scope of Work

APTA is seeking submissions on how best to achieve the research objectives. Respondents are expected to present a research plan that can realistically be accomplished within the stated constraints. Submissions 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.

## Outcome and Performance Standards

All written deliverables shall meet the following acceptance criteria:

- Accuracy – Work products and deliverables shall be accurate in presentation, technical content, and shall adhere to accepted elements of style as described through the government provided standards below.
- Work products shall meet the standards as described in the following resources:
  - Federal Plain Language Guidelines: <http://www.plainlanguage.gov/index.cfm>
  - GPO Style Manual: <http://www.gpoaccess.gov/stylemanual/index.html>
- Clarity– Work Products shall be unambiguous and relevant. Any/all diagrams, tables and figures shall be correctly labeled, easy to understand and relevant to and conforming with the supporting narrative.
- Consistency to Requirements– All work products must satisfy the requirements of this statement of work.

## Term of Contract

This contract is for a term of five months to begin on or about November 22, 2020 and ending on or about April 23, 2021 with the option of a no-cost extension.

## Contractual Terms and Conditions

See attached standard terms and conditions.

## Requirements for RFP Preparation

Each submittal must contain these items:

### Company Background

- Vendor 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 estimating cost savings for transportation projects
- Experience of proposed project manager and individuals who will be working on the project

### Proposed Research Plan

- Vendor shall describe the plan to carry out the research
- A proposed task list and level of effort for each task
- A schedule for completing the project within the specified timeframe
- An approach for managing the project and communicating with APTA

### Response to Terms and Conditions

- Vendor shall indicate agreement to the terms outlined in this RFP
- All data collected and work products are the property of the American Public Transportation Association 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 and direction of the American Public Transportation Association.

## Evaluation and Award Process

In accordance with the provisions of this RFP, APTA will evaluate the submittals. The final selection, if any, will be the Proposer, which in the discretion of APTA, is the lowest price technically acceptable offer that best meets the requirements set forth in this RFP.

Proposers are discouraged from submitting lengthy submittals. Instead APTA strongly encourages submittals that are concise and clearly written with the essential information only. All submittals will be reviewed first to determine whether it is responsive to the requirements in this RFP.

Responsive submittals will be evaluated based on the following criteria:

1. Experience and Technical Competence—5 points
2. Work Plan, Level of Effort, and Pricing —3 points
3. Record of Past Performance & Project Examples—2 points

## Process Schedule

Submittals are due to APTA by midnight October 23, 2020.

Selection will occur on or about November 13, 2020.

Work to begin soon after, with completed deliverables received by APTA no later than April 23, 2021.

## Point of Contact

Please address your submission via email to:

Stacie Tiongson  
Senior Director, Government Affairs and Advocacy  
American Public Transportation Association  
stiongson@apta.com  
202-496-4810

## APTA Standard Contractual Terms and Conditions

### **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 be effective as of the date and year above and shall remain in full force and effect for a period of \_\_\_ from such date and year (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.

### **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. 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.