



**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) is a trade association representing the public transportation industry. Its 1,600 member organizations include bus, rail transit, commuter rail systems, and intercity passenger rail, as well as the business organizations responsible for planning, designing, constructing, financing, operating and supplying transit systems.

### **Statement of Purpose**

APTA's business members – some 850 individual business organizations ranging from single-person firms to large engineering consultants and bus and rail manufacturers – represent a critical APTA constituency, supporting the work of America's public transit agencies and providing jobs for thousands of workers. APTA's business members are led by the Business Members Board of Governors, an elected board representing the broad and diverse interests of the industry. The BMBG oversees and funds the work plans of seven committees, which range from advocacy to procurement to cyber security.

APTA's Board of Directors approved a 2026-2028 Strategic Plan in September 2024. The plan details five key Strategic Priorities for the Association and frames APTA activities starting July 1, 2025. The BMBG typically develops a complementary Business Members Strategic Plan that spells out the challenges and opportunities for the business of public transportation and provides a framework for BMBG and committee activities. While this plan builds off the APTA Strategic Plan, it is specifically focused on business members interests and activities in support of the industry.

The BMBG is looking to hire a consultant to develop the Business Members Strategic Plan through engagement with business members, transit agencies, and partner associations. The objective is to seek approval of the Plan at a meeting of the BMB on June 29, 2024 in San Francisco CA at the APTA Rail Conference.

## **SCOPE OF WORK**

The Scope of Work for the Business Members Strategic Plan is detailed below. The consultant will work closely with the BMBG officers and the Strategic Plan Working Group, a small group of business members charged with leading the strategic plan development.

The time frame for completion of this plan is very tight. A key evaluation criteria will be a demonstrated capability to engage with members to produce a strategic plan on an expedited basis.

### **Phase 1: Data Collection**

Contractor will collect and analyze “state-of-the-industry” data from a variety of sources, including but not limited to:

- a. **Interviews: Members of the BMBG, Business Member Committee chairs, and APTA business members.** Contractor will individually interview, either in person or using Zoom/Teams, with at least **20 members** of the BMBG, committee chairs and other business members (selected by the Strategic Plan Working Group) from a variety of companies and fields to survey:
  - Current state of their work in transit.
  - Prospects for business in the next five years.
  - Major issues impacting their business success and objectives.
  - Top priorities for activities and actions APTA and the BMBG can pursue to address interviewee priorities and industry prospects as well as specific questions for each type of stakeholder, all of which shall be approved by the Strategic Plan Working Group prior to implementation.
  - PEST Analysis – Political, Economic, Social and Technological – inputs about the transit industry and its business sector.

- SWOT Analysis – Strengths, Weakness, Opportunities and Threats – inputs both about the transit industry and business member engagement at APTA.
- b. **Business Member Survey:** Contractor will design, program, and administer a short web-based survey consisting of multiple-choice questions and a space for comments to gather the input from across the BMBG and APTA business members on the issues identified in (a) above and generally regarding the work, programs and activities of the BMBG and its Business Member committees. The Strategic Plan Working Group shall approve the survey in advance of its distribution. The objective is to secure completed surveys from at least **100 APTA business members**.
  - c. **Other Stakeholder Interviews and Survey:** Contractor shall interview and/or survey key stakeholders impacting the success of the transit industry, including select Transit Agency CEOs and industry partners, including but not limited to the US Chamber of Commerce, ITS America, US Conference of Mayors, Associated General Contractors of America, and COMTO. Contractor will develop a tailored protocol for each meeting, as well as specific questions for each type of stakeholder, all of which shall be approved by the Strategic Plan Working Committee prior to implementation.
  - d. **Synthesis Assessment of Key Issues, Priorities and Findings & SWOT Analysis.** Contractor will synthesize the survey and interview findings across data sources to identify cross-cutting themes, key issues and priorities. Contractor will create a written and graphical summary of the findings, including the PEST and SWOT analyses, which aligns the findings with existing or potential BMBG programs and committee responsibilities and with the APTA Strategic Plan Priorities.

#### **Phase 1 Timeframe:**

- Data collection, including interviews, survey and the synthesis assessment/SWOT/PEST analysis shall be completed within **75 days** from NTP.

#### **Phase 2: Process Development and Implementation**

1. **KPIs, Processes and Strategic Plan Template:** Using the findings from Phase 1 and comments thereto from the Strategic Plan Working Group, Contractor will recommend a process for cascading APTA's strategic goals and business plan to fully align BMBG's business plan and annual budget. During this step, FMP will:

- a. **Preliminary KPIs.** Using the information gathered and consistent with and/or supplemental to the key Priorities detailed in the APTA Strategic Plan (2026-2028), Contractor will recommend preliminary KPIs and/or strategic priorities around which to frame the Strategic Plan.
  - b. **Recommended Business Planning Process:** Contractor will recommend business planning processes that align BMBG/business member priorities with Business Member committees and programs/committee work plans, available resources (e.g., budget, personnel), and with APTA's Strategic Priorities.
  - c. **BMBG Strategic Plan Template.** Contractor will develop an outline and template for the Strategic Plan.
2. **Briefings:** Contractor will facilitate two virtual briefings/discussions regarding the KPI, Planning Processes, and Strategic Plan Template with:
  - a. The Strategic Plan Working Group and BMBG officers.
  - b. APTA's Business Members, via one general webinar.

The briefings/discussion are intended to: (1) solicit reactions to the above deliverables, identify potential revisions and ensure alignment with BMBG and Business Member priorities and APTA Strategic Plan Priorities; and (2) help shape/reshape BMBG business planning strategies, structure, actions, and measurable goals and ensure objectives can be achieved within BMBG resources. Contractor will be responsible for notes and documentation to memorialize the discussions.

3. **Building the Strategic Plan:** Contractor will develop a draft Strategic Plan based on the work, input, and discussions. The draft plan will include the following sections, which will be populated with the information gathered during previous steps:
  - Introduction, including background on the BMBG, the industry and business environment, APTA strategic priorities, and BMBG and member priorities.
  - Vision and Mission Statements
  - Key Priorities & Objectives
  - Implementation Strategies
  - Accountability Plan with timelines and performance metrics.

The draft Strategic Plan will be reviewed by the Strategic Plan Working Group and the BMBG officers for comments and necessary revisions. Following such revisions, the revised Strategic Plan will be distributed to all BMBG members and made available to all Business Member organizations for additional comments.

**Phase 2 Timeline:** Step 2 work products, including the draft Strategic Plan, shall be completed within 60 days following completion of Step 1.

### **Phase 3: Finalization of the Strategic Plan**

1. **Final Strategic Plan:** Contractor will review any final comments with the Strategic Plan Working Group to identify any final revisions. Contractor will then produce a professional and concise Final Strategic Plan, the formatting and substance of which will be reviewed and approved in draft with the Strategic Plan Working Group before completing the final Strategic Plan.
2. **Draft Presentation:** Contractor will prepare for review by the Strategic Plan Working Group a draft presentation that summarizes the work to develop the Strategic Plan, and the priorities and metrics included in the Final Strategic Plan.
3. **Presentation to the BMBG:** Following any revisions to the draft presentation, Contractor will present this final presentation at a meeting of the BMBG.

**Phase 3 Deliverables Timeline:** Step 3 work products will be completed within 30 days of completion of Step 2. The presentation to the BMBG will take place at the APTA Rail Conference, Sunday, June 29, 2025.

### **OUTCOME AND PERFORMANCE STANDARDS**

The deliverables and timeframes detailed above are summarized in the table below.

<b>Milestone</b>	<b>Start/Complete</b>
1. Notice-to-Proceed – Phase (anticipated by January 2, 2025)	Day 0
2. Complete Phase 1 interviews, surveys and the synthesis assessment/ SWOT/ PEST analysis	Day 75
3. Complete Phase 2 KPIs, business processes, Strategic Plan template, BMBG/business member engagement, and draft Business Members Strategic Plan	Day 135
4. Complete Phase 3 final Business Members Strategic Plan	Day 165

5. Presentation at the June 29, 2025, meeting of the BMBG in San Francisco	June 29, 2024
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### **DELIVERABLES**

1. Synthesis Assessment, including summaries of interviews, surveys, and the SWOT and PEST analyses
2. Recommended KPIs and recommended business processes.
3. Business Members Strategic Plan template.
4. Draft Business Members Strategic Plan.
5. Final Business Members Strategic Plan.
6. Draft presentation summarizing the work to develop the Strategic Plan, and the priorities and metrics included in the Final Strategic Plan
7. Final Presentation.

### **TERM OF CONTRACT**

The contract, following Notice to Proceed, is intended to be completed within six months.

### **CONTRACTUAL TERMS AND CONDITIONS**

APTA's standard terms and conditions are Attachment A.

### **REQUIREMENTS FOR PROPOSAL PREPARATION**

Responses to this RFP should address the following:

- Understanding of the scope of work and task at hand.
- Demonstrated ability to engage groups to participate in industry assessments and strategic planning.
- Past experience developing prior strategic plans and/or industry assessments, including use of SWOT and PEST analyses.
- Examples of working under tight deadlines and overall short time frame.
- Identification and qualifications of key staff working on this project.
- Price.

### **EVALUATION and Award Process**

Evaluation criteria and weighting are as follows:

Criteria	Weighting
Understanding of the Issue	20%
Prior Experience with engagement of groups, strategic plan development, and completing work within a tight schedule	35%
Qualifications of Proposer and Key Staff	25%
Price	20%

### PROCESS SCHEDULE

Proposals are due to APTA by COB on **December 11, 2024**. It is anticipated that an award will be made shortly thereafter, with NTP by January 3.

David Carol, APTA's Chief Operating Officer, will be available to respond to questions. Applicants may be requested to participate in one or more virtual meetings prior to award of a contract.

### POINT OF CONTACT

David Carol, APTA Chief Operating Officer, shall be the point of contact and manager for this contract. All correspondence, including submission of proposals, shall be addressed to him.

David J Carol  
 Chief Operating Officer  
 American Public Transportation Association  
 1300 I Street, NW  
 Washington, DC 20005  
[dcarol@apta.com](mailto:dcarol@apta.com) / 202.580.9577

## **ATTACHMENT A**

### **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.

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**

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.