



## **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 1400 member organizations include bus, rail transit, commuter rail systems, and intercity passenger rail, as well as business organizations responsible for planning, designing, constructing, financing, operating and supplying transit systems.

### **Statement of Purpose**

APTA is seeking to rationalize its very large committee structure to better engage its members and accommodate its limited staff resources.

APTA utilizes two primary means for engaging its members and leveraging the very diverse interests of their organizations and employees towards meeting the association's strategic objectives.

- It convenes some 20 general and specialized meetings and workshops each year focusing on specific public transportation industry sectors. These range from major conferences, such as the Legislative Conference, Rail Conference, Mobility Conference and Annual meeting, to specialized workshops and seminars on sustainability, technology, business members, Transit CEOs and safety.
- It employs committees as a platform for members to engage on very specific issues, such as legislation, sustainability, cyber security, streetcars, zero-emission buses, capital projects, safety and work force development. There are over 120 separate committees, subcommittees and technical forums on which members serve, of which 27 are "designated committees" with a seat for each Chair on the APTA Board of Directors. Each has a set of officers, and all committees (and some subcommittees) are governed through a set of bylaws. Some 25 APTA staff supports the different committees (as only one of many work responsibilities), organizing meetings, preparing agendas and helping to shape and implement committee work plans.

Most committee activities – from work plans to in-person and virtual meetings to officer elections – require significant involvement of APTA staff. Additionally, many committees have added multiple subcommittees that also demand staff attention and time. With reductions in staffing during the pandemic, this large committee structure has become difficult to effectively manage in a way that drives substantive committee discussion and outcomes and ensures accountability to committee goals and objectives. This can undermine the work of the committees while taking staff away from other important association priorities and needs. In addition, the desire for most committees to meet in person at APTA conferences overwhelms the scheduling and programming for our meetings. To accommodate so many committee meetings, many committees must meet at the same time, presenting conflicts for both staff and members, overwhelming conference facilities, and adding significant costs.

This is not a new problem for APTA. Several efforts in the past have focused on streamlining the committee structure. However, these efforts either have not been implemented or simply have not been effective.

One underlying challenge is that committees are a key way for APTA members to be actively engaged with and contribute to the association. In addition, members enjoy and proactively seek committee officer roles – it is an important way for them to demonstrate leadership in the industry and gain exposure amongst their peers. Changing the committee structure thus impacts members who have worked hard and long to attain officer status.

## **Scope of Work**

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APTA is seeking a consultant to recommend specific ways in which the committee structure can be reorganized and to provide a plan to implement such change. Committees should continue to provide a platform for discussion and sharing on key issues and disciplines within the diverse public transportation industry. However, we believe that an alternative committee structure will lead to better engagement of our members and more valuable outcomes.

The consultant will:

- Review prior documents detailing efforts to reform and manage the committee process, including the 2017 Executive Committee Review of Committee Structure and a 2014 Governance Review focused on Committees, as well as the APTA guide for staff advisors to committees.
- Benchmark how other committee-based associations organize committee structure and meeting cadence.

- Confer with 10 APTA staff advisors, individually or in groups, regarding their experience with committees and how they use the committee structure to carry on the business of the association.
- Confer with up to 10 committee chairs (to be designated by APTA) to get their perspective on the purpose, governance and functioning of committees.
- Develop a set of recommendations that include the following:
  - A rationalized committee structure and nomenclature that balances the desire for committee specialization with the ability of APTA staff to support and advance the work of the committees.
  - A set of principles defining the use, role, responsibilities and function of staff for the different types of committees (e.g., committee versus a subcommittee)
  - A common set of rules for committee governance, including their responsibility for defining and delivering outcomes, how often and where/when they meet. This should include how subcommittees function and whether and how often they meet in person or virtually.
  - Metrics that can be used across the committees to measure the value of their work and to determine whether there is a continued need for any specific committee
  - A transition plan that respects the interests of officers, many of whom worked hard to gain their positions.
  - A rationale for and metrics to support the need for a rationalized committee structure should be developed to help make the case for change.

## Outcome and Performance Standards

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The contractor will confer weekly with the team managing this contract. Work activities should progress in parallel. Key milestones include the following:

<b>Milestone</b>	<b>Completed by Day:</b>
1. Review of prior APTA efforts and benchmarking of other committee-based associations	45
2. Discussions with APTA staff and Committee Chairs	60
3. Recommendations on organizational structure and nomenclature	90
4. Presentation to APTA on recommendations	100
5. Recommendations for the role of staff, committee governance, metrics, transition plan and rationale	120
6. Report/Presentation to APTA	130

### **Deliverables**

1. Benchmarking summary on how other committee-based organizations organize and manage committees, including criteria for sunseting/eliminating committees when no-longer needed
2. Recommendations for a smaller, more focused committee structure and nomenclature
3. Guidelines for the role and responsibilities of staff serving as advisors to committees
4. Guidelines for committee governance, including the responsibilities of committees to define and deliver outcomes
5. Metrics for valuing and evaluating committee performance
6. Presentation to APTA summarizing recommendations for a new committee structure and including a transition plan and rationale
7. Final Report (format to be determined)

### **Term of Contract**

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

### **Contractual Terms and Conditions**

APTA's standard terms and conditions are attachment 1.

## Requirements for Proposal Preparation

Responses to this RFP should be no more than 15 pages, excluding resumes. The response should address the following:

- Understanding of the issue
- Qualifications of key staff
- Examples and outcomes of prior experience working with associations on similar type issues
- Price for the work

## Evaluation and Award Process

Evaluation criteria and weighting are as follows:

Criteria	Weighting
Understanding of the Issue	30%
Qualifications of Proposer and Key Staff	40%
Price	30%

## Process Schedule

Proposals are due to APTA by COB on Friday, December 9, 2022. It is anticipated that an award will be made by December 31, 2022. APTA may request further information in writing and/or 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 address 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 1**

**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.