

Request for Proposals

June 22, 2020

American Public Transportation Association

1300 I Street NW
Suite 1200 East
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 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.

APTA's Workforce Development and Educational Services (WDES) department supports our members and industry colleagues with a range of programs, products and services that align with APTA's Workforce Development strategic goal to help our transit industry members attract, develop, and retain a diverse workforce. Under the umbrella of the APTAU signature, we support and provide leadership for a broad range of industry programs, national workforce and related committees, national workshops, online education and webinar series, conference sessions, special initiatives, and the American Public Transportation Foundation. We represent the industry on a cross-section of local and national boards and working groups.

Statement of Purpose

APTA seeks to engage outside professional services to license a Learning Management System (LMS) that will address a broad range of educational and training services needs to help APTA staff better support our organization and our members.

Leveraging the functions and services of a customized and robust LMS will enrich the APTAU brand, provide us with a more diverse set of development and delivery platforms that best address our membership's growing needs and expectations, better enable us to readily archive these resources for future packaging and re-use, and provide us with accurate reporting on member participation in the range of our related online offerings and services and provide related certificates and related recognitions.

We would expect the LMS provider, through its platform and suite of services, and access to its LMS staff experts, to be able to help APTA to develop new online course offerings and package more readily past offerings as educational programming for our members. These new modules would need to be developed quickly and with high quality.

APTA needs to demonstrate to its membership and our industry that we have the nimbleness and dexterity to ably respond to evolving educational and training needs

Scope of Work

Related Background:

APTA is a highly respected association in the public transportation industry. Adding a Learning Management System to our suite of internal platforms and resources will enhance and accelerate our plans to broaden our support for current and new offerings, open possibilities for new revenue generation, and continue to demonstrate the value of an APTA membership to current and future members of APTA.

APTAU is a relatively new entity for the association. Having an LMS will increase our capacity to raise the bar on the quality of educational products and services for our members. This also includes using the LMS to provide member access to a 'clearinghouse' of resources, examples of member-developed programming and outreach, as well as to member best practices.

Over the recent months, concurrent with the pandemic, APTA's offerings of online programs and educational offerings have grown exponentially. We currently average 8,000-10,000

member and non-member registration sites per month participating in our suite of COVID-19 webinars, town hall sessions, and other online events.

The functions, features, services, and resources of a Learning Management System need to provide us with broadened capability to address the above needs as well as to help us further market our current library of APTA produced specialized online training courses to our members. We expect to be able to augment current and future eLearning courses by offering our members and subscribers related CEUs, certificates, electronic badges, and other valued recognitions. The LMS selected needs to fully integrate with the current NetForum Association Management System and related platforms in place at APTA and provide a wide range of reporting and tracking reports on member participation in APTA's suite of online programming and related events.

Once a contract is awarded, we expect the LMS to be fully tested and operational by the end of October 2020.

LMS Key Services:

- Provide ATPA and its staff with a robust platform to accommodate APTA's continued online programming and practices, elevate the quality and value of new programs, products and services in emerging topics and areas.
- Provide APTA with the capabilities to provide increased offerings, tracking, and packaging of high-profile industry webinars, webcasts, virtual town halls, meetings and other events and related registration information integrated with APTA's NetForum AMS. As may be needed, to provide APTA with production services for specific online events.
- Use the registration services of the LMS for event/resource member and non-member access and registration. Ensure successful access to APTA programming using platforms such as GoToMeeting and GoToWebinar (both required), and other providers which may include WebEx, Zoom, and others.
- Use the LMS to provide APTA the ability to charge members and non-members for online programming events, online courses, and other resources.
- Offer platforms and services to accommodate current curricula and new curricula enhancement and development, as well as testing and related polling and surveys. Services to include course and resource management for existing and new online courses.

- To provide access to LMS provided resources to assist APTA staff with the development of new online courses.
- Support purchased/leased online courses to be made available to APTA members, non-members, and staff, and to track usage and related member/non-member payment.
- Support and make accessible other vendor developed courses for APTA including its members, non-members, and staff, including related payment methods.
- Provide an engaging and easy-to-use platform for synchronous and asynchronous learning, resource sharing, collaborations, and dialogue exchanges.
- Ensure successful integration with APTA's NetForum Association Management System and other related platforms.
- Provide robust content management, search, reporting capabilities of APTA and APTA member provided content resources, to support an industry clearinghouse. This clearinghouse would need to be accessibility by staff and members.

Technical Needs:

- Provider expertise: To come with previous substantial experience integrating with APTA's AMS (NetForum), making use of the standard NetForum API
- Single sign-on: Requirements of the integration include single sign on with APTA's website so that end-users are not required (or able) to create additional accounts; ability to pass financial transaction data from the LMS to NetForum; pass records of an individual's courses, webinars, and other learning activities completed
- Registrant recognition: Integration should allow the LMS to determine if a registrant is an APTA member or non-member and allow for different pricing tiers to be delivered automatically based on that status
- Users: Unlimited users (or at least 100K)
- Storage capacity: Unlimited content storage capacity
- SCORM Files: Ability to use SCORM files in developing courses
- Customization: Pages can be customized by client to match colors and graphics of client's website
- ADA compliance: The LMS platform and its services are ADA compliant - accessibility, usage, etc. by APTA staff, members, and non-members.
- Accessibility:
 - Courses, related resources and materials, online programming able to be viewed on computers, laptops, tablets, and mobile phones
 - Accessible dashboards for each member/learner so they can see all content they have viewed/taken.
- Media integration: Ability to incorporate other media into the LMS, including recordings, webinars, podcasts, white papers, documents, etc.
- Reporting: Ability to provide reports to client as well as for users

- Higher Logic: LMS provider has familiarity with the Higher Logic Community platform
- Attendee recognitions: Ability to provide customized certificates, certifications, CEU accreditation, and combined curricula
- Media platforms: Can incorporate GoToWebinar webinars, GoToMeeting sessions, and other providers which may include Zoom, WebEx and others and respective recordings
- Expanded features: Ability to recommend/suggest additional APTA resources that may be of interest to our members/non-members. e.g., (Please see “part 2 of this offering which other users have also accessed...”
- Content packaging: Ability to use keywords or categories to package curricula across all content types (courses, recordings, white papers, etc.)

The Work:

APTA is seeking professional services to execute work in the following major areas:

- Provide expert Technical and Consulting/Project Management Professional Services.
- The LMS provider would have primary responsibility to ensure the LMS meets and exceeds customer expectations based on above provided expectations and requirements. Working from their baseline system, the provider would work to customize, test, and implement the Learning Management System for APTA including related technical support and services. This work would be done in collaboration with APTA’s APTAU and IT staff.
- Based on a detailed review of the baseline system and related options, the LMS provider would work with APTAU and IT staff to advise and recommend best set of options to consider for implementation to best address known and projected needs.
- Deliver a pilot and final iteration of the LMS by the end of October 2020.

Deliverables

Following highlights planned activities, deliverables, and proposed measures of success:

- Provide on-going Expert Consulting/Project Management Professional Services.
- Produce and deliver related project and communication plan, staffing assignments and contacts, related updates.
- Create, customize, test, pilot, and implement a Learning Management System platform that is fully integrated with existing APTA platforms. This work includes related

planning, coordination, conversations and meetings, draft preparation, reviews, pilot, and updates.

- Produce related pilot and final version of the LMS to be used by APTA staff and APTA members as we advance the transit industry's story and opportunities to future members of the transit industry workforce.

Keys to Success:

- The LMS needs to achieve and exceed the expected functions, features, services, and benefits addressed above in this document.
- Equally important, APTA expects high-quality customers service, agreed-upon levels of communication, status checks and reporting during the development, implementation process and on-going support.
- The LMS provider and APTA staff meet agreed upon reviews, check ins, and deadlines. Both parties will keep each other informed of necessary changes.
- Feedback from staff and invited members (for testing) needs to meet and exceed expectations.
- The Pilot Phase of the LMS implementation weighs heavily on the overall success of implementing the LMS. Great care, planning and communication needs to be part of the strategy to ensure the pilot and testing phases meets and surpasses its own goals.
- The understanding gained from this project will ensure APTA continues to provide our members and the industry with the highest quality and value-add resources that best serve the needs and interests of APTA, our current and future workforce, and the industry.

APTA and Industry Support:

- APTA would make available to the LMS provider APTAU and APTA staff members, members of selected APTA committees, and others who would benefit from this implementation. These individuals would provide recommendations and feedback on proposed plans including its content, related questions, approaches, IT support, and access. Working with the LMS provider, APTAU staff would provide a breadth of coordination, communication, and related industry support.

General Timeline (final dates to be agreed upon once contract is awarded) –

- Coordination/communication with LMS provider, APTA staff, and key stakeholders – Ongoing
- Draft and execute agreed upon work plans, regular communications, project priorities: Mid-July through mid/end October 2020 launch.

- LMS provider prepares pilot version for two-week draft release –Mid/End-August 2020.
- LMS provider collects pilot feedback, makes adjustments, may conduct additional interviews as needed, other reviews: End-August – End September 2020
- LMS provider provides interim updates and produces Final Release of the LMS by mid-end October 2020

Terms of Contract

Work to begin upon awarding of the contract, by no later than mid/end-July 2020. Implementation work to be completed by the end of October 2020. A pilot version of this online platform would need to be ready for review and testing end/August, with the final version ready for release and all implementation and testing work to be completed by no later than the end of October 2020.

Requirements for Proposal Preparation

Proposals must follow the structure of this RFP:

- You must respond to all of the major sections and please provide a section for each addressing Proposed Vision, Approach, Content, and Deliverables
- Section addressing recommended software, supporting materials, related licenses, and associated recommendations.
- Section addressing Experience and Qualifications
 - Examples of successful, long-term experience with trade associations, for and non-profit organizations
 - Core competencies, active clients, and related history
 - Demonstrated knowledge of or experience implementing LMS platforms for a range of clients
 - 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 deliverables
 - Level of effort and time needed to commit to completing the contract
 - Ability to manage the agreed-upon work plan and schedule
 - A timeline that identifies milestones for key deliverables
 - Section addressing proposed fees

Evaluation and Award Process

In accordance with the provisions of this RFP, APTA will evaluate the submittals. The final selection will be the Proposer(s), which at the discretion of APTA, best meet(s) the requirements set forth in this RFP and is(are) determined to be the most highly qualified for the services requested.

APTA will evaluate all proposals using a 12-point system:

- Project(s) Vision, Approach, - a maximum of 4 points
- Planned Execution to produce Deliverables - a maximum of 5 points
- Overall vendor suitability - a maximum of 3 points

Conference Call

Interested bidders have the option to attend a conference call and ask questions on Thursday July 2, 1-1:30 pm ET.

We ask interested bidders to email APTA's point of contact your contact information. Each individual bidder would receive call in information.

Process Schedule

Proposals are due no later than 5 p.m. (eastern), Wednesday, July 15, 2020 . APTA will make its final decision by no later than Wednesday, July 22, 2020. All applicants will be notified by Friday July 24, 2020.

Point of Contact

Joseph Niegowski
Senior Director – Educational Services
jniegoski@apta.com
202-496-4870

APTA's Standard 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.