

# American Public Transportation Association

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

The American Public Transportation Association (APTA) is a trade association representing the public transportation industry. Its more than 1,400 member organizations include bus, rail transit, commuter rail systems, and intercity passenger rail, 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.

## Statement of Problem

APTA is seeking a qualified contractor to organize and execute the International Bus Roadeo to be held April 26-30, 2024 in Portland, OR. This will be the first time the event will be held since 2019. We see this as an opportunity to streamline processes and increase results accuracy, which has been an issue in past years. In addition to finding a contractor to manage the process, we are also hoping to identify a new scoring system to eliminate scoring errors.

# Background

The International Bus Roadeo (IBR) includes competition events for bus operators and technicians. Awards are given in each practice area in addition to a grand prize for the transit system with the highest combined score. The Competition traditionally takes place on the Sunday preceding APTA's Mobility Conference, with set up beginning the prior Thursday and culminating on Tuesday night with the Roadeo Awards Ceremony.

The IBR is conducted by APTA's International Bus Roadeo Committee in conjunction with the local host agency and APTA staff. The Committee's goals are to provide the most equitable competition possible, encourage the highest degree of professionalism in bus operators and technicians, and build camaraderie among all those who compete. Through sportsmanship and pride of work, the APTA International Bus Roadeo stands as a symbol of the important role bus operators and technicians play in providing transit customers with safe, reliable service.

Participation levels vary, with 25-80 operators and 25-50 maintenance teams participating between 2013 and 2019. There are 15 events for operators and eight for maintainers. The committee members serve as judges.

The planning process typically takes a full year and planning for the 2024 event is now underway. An in-person meeting at the host agency will be scheduled in the coming months. This is a two-day event at the host property to discuss logistics, tour the lot, map the course, and finalize the operator and maintainer workshop content.

The selected vendor, staff advisor and committee members arrive the Wednesday prior to the competition for advance prep and set up. The operators and maintenance teams start arriving on Friday for two days of training and practice. All events take place on Sunday, and winners are announced at the Awards Celebration on Tuesday evening.

# Scope of Work

APTA is seeking submissions outlining how best we can achieve the stated objectives in the given timeframe. Submissions must include enough detail to demonstrate the submitter's understanding of the issues and the soundness of their approach to meeting the objectives. At a minimum, the selected vendor will be expected to complete the following:

- Review, evaluate, and recommend improvements to the *International Bus Roadeo* Handbook in an effort to make it a clear, easy to use guidebook for IBR participants
- Review, evaluate, and recommend improvements to the planning and implementation processes, with an emphasis on streamlining and reducing the number of days that participants must be away from their agencies
- Review, evaluate, and recommend updates to the competition events to make sure the events are current, relevant and align with state level events

- Recommend, review, and evaluate event scoring software and/or produce score sheets and calculations spreadsheet
- Co-lead all IBR Committee meetings, held virtually, with the IBR Committee Chair and APTA Staff Liaison
- Attend the 2-day site visit in Portland, OR (dates TBD)
- Produce all materials required for execution including but not limited to Roadeo
   Schedule, PowerPoint slides and run of show for Awards Ceremony
- Assist in identifying staffing needs including but not limited to photographer and Awards Ceremony emcee
- Assist with the development of workshop programming
- Oversee all aspects of the on-site event experience, including but not limited to course setup, registration, participant orientation, training and practice sessions, competition execution, scoring, swap meet and Awards Banquet
- Conduct a debrief and provide written report including recommendations for future events due May 17, 2024

## Term of Contract

This contract is for a term of nine months to begin on or about August 17, 2023 and ending on or about May 17, 2024 with the option of a no-cost extension.

## Contractual Terms and Conditions

See attached standard terms and conditions.

## **Evaluation and Award Process**

In accordance with the provisions of this RFI, 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 RFI.

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 RFI.

# Process Schedule

Submittals are due to APTA by midnight July 31, 2023. Selection will occur on or about August 7, 2023, with work to begin in late August 2023.

# Point of Contact

Please address your submission via email to:

DeeNaye Williams

Program Manager – Technical Services and Innovation
dwilliams@apta.com

## 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.