



## American Public Transportation Association

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

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September 27, 2021

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 around 1500 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, along with academic institutions, and public interest groups.

APTA's Workforce Development and Educational Services (WDES/APTAU) 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. WDES has management, curricula, and faculty support for APTA's Leadership APTA program. Leadership APTA is the American Public Transportation Association's premier professional development program designed to develop and support those experienced managers and leaders aspiring to hold senior and executive leadership positions in APTA, their organizations, and the public transportation industry. Candidates for Leadership APTA show the promise and potential to be part of executive teams, the chiefs' suite, and other senior leadership positions. Leadership APTA recently entered its 24th year.

# Statement of Purpose

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APTA is seeking contractor services to deliver a half-day highly customized and engaging executive-level stakeholder engagement workshop for senior-and-executive level leaders in the public transportation industry. This planned in-personworkshop would be offered December 1, 2, or 3, 2021 in Washington, DC, for thirty-six members of the Leadership APTA Class of 2022.

## Scope of Work

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Contractor will work with APTA staff to develop and deliver a half-day highly customized stakeholder engagement workshop for senor and executive-level public transportation leaders from the public and private industries and related sectors.

With a heavy emphasis on transit industry and transit industry partners, this highly interactive session, through a lens of diversity, equity, and inclusion, must take a deep dive look on effective ways to listen, respect, build trust, and gain and maintain support from key stakeholders for transit organizations, both public and private. This session must discuss and address how to build and demonstrate transit industry executive presence and leadership while developing their relationships. These stakeholders may include internal staff, board members, elected officials and their staff, members of the community,and others. By the end of the workshops, participants will have collected a toolkit of practical advice, insights, and frameworks which they can immediately apply as leaders in the public transportation industry.

Through a lens of diversity, equity, and inclusion, the objectives of this half-day workshop must address:

- How to define, build, and maintain trust within and outside your organizations
- How to recognize and address organizational and political challenges, within and outside the transit industry, whether you are from the public or private sectors
- How to rebuild trust especially when delivering bad news
- How to develop strategies and frameworks to nurture and sustain key professional and sustainable relationships within and outside the public transportation industry
- How to manage the politics of stakeholder relationships that are essential to the health and longevity of transit organizations and the industry

- How to demonstrate and convey an executive presence/executive mindset while nurturing and preserving their relationships within and outside the public transportation industry
- Pre-workshop assignments/readings that engage and prepare class members to maximize in-class session
- In-class trust-building /stakeholder relationships exercises focused on class audience needs
- Advanced trust-building /stakeholder relationship tools, resources, insights for transit industry visionary leaders to leverage on a regular basis
- Other tools, resources, approaches deemed appropriate by the contractor

Soon after being awarded this contract assignment, APTA staff and Committee leadership will meet by phone with awarded contractor to review workshop goals, plans, approaches, resources needs and desired outcomes. Contractor will refine and further customize goals, objectives, assignments, materials, and session overview based on phone meeting conversations, recommendations, and agreed upon outcomes. Working with APTA staff, contractor will provide final session write-up and clean drafts of materials by no later than mid-November, or sooner, including any pre-class and in-class assignments. All electronic versions of course materials, handouts, exercises, slide presentation materials, audio/visual needs must be finalized and sent to APTA by no later than 11 a.m. Monday, November 22, 2021.

## Outcome and Performance Standards

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General outcomes for this contract are described above in the “Scope of Work.” The minimal performance standard for the contractor is to develop and deliver the agreed-upon half-day stakeholder engagement workshop with supporting materials on time and within the agreed-upon fee. Specific performance standards follow under “Deliverables.”

Time is of the essence for this contract. Should the contractor miss critical agreed-upon deadlines to develop and deliver this customized workshop, APTA will take immediate corrective action, including requiring the contractor to assign additional staff to the project at no additional cost to APTA and incur a daily financial penalty of .5 percent of the contract fee for every day the timeline is delayed. Should the contractor be unable to deliver the project, APTA will terminate the contract and be reimbursed for a percent of the agreed-upon fee equal to the percent of time remaining on the project delivery, plus 10 percent of the total contract fee to enable APTA to restart the RFP process.

# Deliverables

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The deliverables are organized in two main sections:

- Proposed Workshop Vision, Approach, Framework, Content
- Supporting Workshop Materials and Related Delivery

Proposed Workshop Vision, Approach, Framework, Content.

- Clearly articulated plan for successful approach and delivery of workshop
- Relevancy of content topics and applications for executive leaders
- Styles and methods of delivery and participant engagement; uses of variety of materials, media, and delivery platforms; examples of participant learning

Supporting Workshop Materials:

- Workshop session description including goals, objectives, outcomes
- Workshop presentation materials/slides, related toolkit resources, readings, exercises, session timeline, audio/visual requirements, related set up, technical and audio-visual needs

At the onset of the work, APTA staff will work with the contractor to establish agreed-upon check points to ensure work progresses as planned, deadlines are met, and that new questions, issues are addressed in a timely fashion so as not to jeopardize the outcome of the work.

Please see above outcomes and performance standards.

## Timeline (dates to be agreed upon once contract is awarded)

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By early November:

- Agreed upon vision, approach, framework and content
- Workshop session description including workshop goals, objectives and outcomes
- Pre-workshops readings/assignments

By early-to-mid-November – proposed versions of below:

- Workshop presentation materials, e.g., PowerPoint slides/other and supporting materials
- Workshop in-class exercises
- Session timeline
- Related room set up special needs
- Internet technical and audio-visual needs

By 11 a.m., November 22, 2021, final versions of below:

- Workshop presentation materials, e.g., PowerPoint slides/other and supporting materials
- Workshop in-class exercises
- Finalized session timeline
- Related room set up special needs
- Internet technical and audio-visual needs

## Term of Contract

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Work to begin upon awarding of the contract, by no later than October 29 2021 and will be completed by December 3, 2021.

## Contractual Terms and Conditions

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### **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 Niegowski 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.

## **Requirements for Proposal Preparation**

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Proposals must follow the structure of this RFP:

- Section addressing Proposed Workshop Vision, Approach, Framework, Content
- Section addressing Supporting Workshop Materials and related delivery
- 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 working with transit/transportation 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 deliverable
  - 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



All proposals must be emailed as PDFs to the APTA point of contact noted below.

## Evaluation and Award Process

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

APTA will evaluate all proposals using a 10-point system:

- Workshop Vision, Approach, Framework, Content - a maximum of 4 points
- Supporting Workshop Materials - a maximum of 3 points
- Overall vendor suitability - a maximum of 3 points

## Process Schedule

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Proposals are due no later than 5 p.m. (eastern), October 22, 2021.

APTA will make its final decision by no later than October 21, 2021. All applicants will be notified by COB November 3.

## Point of Contact

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Joseph Niegowski

Senior Director – Educational Services

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202-496-4870