

# 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 serves nearly 1,500 member organizations, including public transit agencies (bus and passenger rail systems), private-sector companies (manufacturers and suppliers of goods and services), academic institutions, and public interest groups.

APTA employs 85 people engaged in a variety of tasks and operations, including advocacy, standards development, policy development, meetings and conferences, and membership. APTA organizes, manages and delivers some 18 to 20 conferences each year across the U.S. and Canada, with single-event attendance ranging from 100 to more than 2,000 paid registrants. In addition, once every three years, APTA conducts the EXPO, the public transportation's largest trade show in North America, which attracts more than 13,000 attendees and between 500-600 exhibitors.

### Statement of Purpose

APTA is seeking to employ a firm with significant experience and a demonstrably successful track record in delivering registration services for a number of APTA sponsored conferences. The selected firm will need to support pre-show, on-site, and post-show registration including badge printing with associated equipment, database set-up and management, activities, and options for tracking session attendance.

## Scope of Work

APTA is seeking proposals from firms that can demonstrate expertise in developing and executing a successful show registration system focused on badge printing, scanning and tracking including post-show attendance reports and statistics with the following specific goals:

- Support pre-show, on-site and post-show, badge materials, computer and printer equipment in addition to back up equipment.
- Describe how information will be integrated with Netforum.
- Online access to real-time registration reports.
- Registration layouts including number of terminals and printers, number of counters, counter heading copy, badge holder pick-up stations, self- registration, and automatic confirmation to registrants.
- Registration services for the following major registration categories: Exhibitor, Expo Only, Annual Meeting, Guest, and sub-categories, as needed.
- Testing of online registration screen for review prior to registration opening to ensure the layout will captures the required information.
- Receive and process registrations and payment real-time whether received via fax, mail, email or on-line.
- Produce reports on the following: registration counts, demographic analysis, geographical analysis, VIP and Tracking codes, pre-registration, on-site registration, real-time registrations, post-show, and other reports as needed.

# Outcome and Performance Standards

Responses should be submitted in the format listed below and include all required elements:

### **Executive Summary**

Submit a brief summary stating the respondent's understanding of the nature and scope of the services to be provided and its capability to comply with all terms and conditions of the RFP.

Include the RFP's title and submittal due date and contact information for the person authorized by the firm to answer questions and submit additional information.

### **Description of the Firm**

Provide detailed information regarding the firm's registration, badge-printing, and reporting capabilities, its size, location, years in business, years engaged in providing these services and implementing similar programs with details regarding the success of those programs, names and short bios of the principal team members that will be assigned to this contract, relevant clients with contact information, and a minimum of three references with contact information.

### **Capability and Skill**

Address the respondent's ability to reach APTA's goals as listed on page 2 and cite examples of successful similar work for other clients. This section is the core of the RFP. Successful RFPs will address the following elements:

- Approaches to show registration, badge printing, reporting and report analysis, and Netforum integration.
- Explains procedures for financial processing with payments going directly to APTA.
- Recommends a lead retrieval system with exhibitor rental rates for readers (over 400 units were rented in 2018).
- Providing express stations and on-site registration stations.
- Session tracking, when needed.
- Sending mass emails to registered attendees and exhibitors and providing statistics.
- GDPR compliance.

### **Costs and Fees**

Provide estimated costs for all services for a range of attendees. APTA typically holds four major (over 800 attendees) meetings every year and 10 to 12 smaller meetings (100-400) each year.

## Deliverables

The selected firm will be required to produce for each event: badge stock, badge holders, advance and on-site registration processing, confirmation emails, guest badges, temporary

staffing, on-site staff, on-site computer equipment, and security of equipment during non-registration hours.

# Term of Contract

This contract will cover from August 1, 2019 to June 30, 2021, with the prospect of a two one-year extensions based on successful outcomes.

## Contractual Terms and Conditions

### 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.

#### **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 13 months 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.

#### **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.

#### 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.

#### **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 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.

#### 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.

#### 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.

#### **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.

#### **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.

## **Evaluation and Award Process**

All proposals will be evaluated to determine the firm deemed most qualified to achieve APTA's goals. The selection criteria will include, but not be limited to, the respondent's demonstrated understanding and responsiveness to the RFP, the firm's experience and that of the personnel named in the proposal, the firm's capability and skill, satisfaction of previous clients, and costs and fees. Firms that have not been selected shall be so notified in writing at the end of the selection process. APTA reserves the right to reopen the RFP process if no respondents meet its selection criteria.

## **Process Schedule**

To be considered, respondents must submit a PDF titled "APTA Registration RFP" and emailed to Linda Ford (<u>lford@apta.com</u>) no later than 5 p.m. on Friday July 12, 2019. No

# **Request for Proposals**

proposals will be accepted after this deadline. Questions related to this RFP will be addressed in a conference call on Thursday, June 27th from 3:30 p.m. to 4:30 p.m. EDT. Those interested in participating in the conference call should email their contact information to Linda Ford at lford@apta.com.

All requirements must be addressed in the proposal. All proposals, whether selected or rejected, shall become the property of APTA.

Point of Contact

Linda Ford APTA General Counsel lford@apta.com 202-496-4808