



American Public Transportation Association

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

The American Public Transportation Association (APTA) represents an \$80 billion industry that directly employs 450,000 people and supports millions of private-sector jobs. Its membership totals 1,500 public- and private-sector member organizations, which include motor bus, transit and commuter rail systems, passenger rail, ferry systems, as well as organizations responsible for planning, designing, constructing, financing, and operating public transportation systems. APTA members also include business organizations, which supply products and services to the transit industry, academic institutions, and public interest groups.

As a part of APTA's Research, Communications and Advocacy (RCA) program, APTA's Government Affairs and Advocacy (GAA) department leads the legislative strategy and implementation program regarding matters of legislative interest to APTA's members. To meet today's demands and prepare for a new future, the public transportation industry depends on federal, state, and local funding. As a result, advocacy—promoting the industry's interests and securing necessary funding in Washington, DC—is APTA's most important priority.

For the 118th Congress, APTA will continue to aggressively advocate for public transportation investment in the Transportation, Housing and Urban Development, and Related Agencies Appropriations bill (THUD Appropriations bill) and actively work to ensure successful implementation of the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58), and the Inflation Reduction Act (P.L. 117-169). In addition, APTA is preparing a holistic outreach effort to every new and returning Representative and Senator, with a view toward promoting greater support for public transportation.

Scope of Work and Deliverables

APTA is seeking one or more legislative consulting firms with proven capabilities and relevant experience to provide services to APTA on legislative and advocacy activities, including advocacy regarding funding, financing, and policy objectives for public transportation and passenger rail programs, including:

- Assisting APTA staff in developing legislative strategy and implementation programs for issues of interest (e.g., federal budget, transportation authorization, appropriations, environmental, energy, tax, and other legislation);
- Providing ongoing advice and support to assist APTA staff and members in achieving legislative objectives;
- Gathering relevant and timely information on introduction of bills, Congressional hearings, proposed and final Administration rulemakings and initiatives, and other activities or events affecting public transportation;
- Outreach to key Congressional committees in the U.S. Senate and U.S. House of Representatives, as well as to rank-and-file and newly elected Members of Congress regarding issues affecting APTA and its members;
- Attending in-person weekly APTA GAA staff meetings and other meetings as requested;
- Assisting APTA staff in securing Members of Congress to address APTA conferences, Fly-Ins, and other events; and
- Conducting research and developing memoranda on legislative issues as requested.

Outcome and Performance Standards

All deliverables shall meet the following acceptance criteria:

- Accuracy—Work products and deliverables shall be accurate in presentation and technical content.

- **Clarity**—Work products shall present information clearly. Any/all diagrams, tables, and figures shall be correctly labeled, easy to understand and relevant to and conforming with the supporting narrative.
- **Consistency to Requirements**—All work products must satisfy the requirements of this statement of work.

Requirements and Submission Instructions

APTA is seeking submissions on how best to achieve the scope of work and deliverables stated above. Respondents are expected to present a plan that can realistically be accomplished and outline the cost structure.

Requirements for RFP Preparation

We are seeking legislative consulting firm(s) with proven capabilities and relevant experiences to perform the above tasks and who can work in partnership with APTA and its members to develop the most effective legislative strategy possible. Each proposal should include:

Qualifications: Company background and current work that is similar to this proposal. Please identify the primary contact and provide the experience of the specific individuals who will be assigned to this contract. Include your understanding of the issues related to this Request for Proposal (RFP). Please also provide information related to the diversity of your organization's partners and staff.

Approach: Please describe your firm's approach to providing the services. Specifically identify how you will undertake the work and how you will engage and communicate with Members of Congress and the Administration. Identify ways that you will keep abreast of issues affecting APTA members and the types of information and content that you will provide.

Budget: Please provide a specific, detailed budget, including monthly fees, for the proposed services.

Conflicts of Interest: Please provide a list of transportation organizations that you currently represent and describe your firm's process for clearing potential conflicts of interest.

Term of Contract

APTA intends to continue its current level of consulting services and may sign multiple contracts to fulfill these services. Each contract is for a period of two years. When submitting a proposal, the proposal should cover all staff time as well as tactics and tools used for the effort. The contract will begin on or about March 2023 and end December 2024, with the option of extension for up to two additional years based on performance.

Contractual Terms and Conditions

See attached standard terms and conditions.

Evaluation and Award Process

Proposals will be scored based on the following: the qualifications and experience of key personnel, the recommended strategy and approach and proposed activities, and workplan based on the scope and budget.

APTA is an equal employment opportunity employer. We strive to employ the best-qualified businesses for our contract opportunities, and we strongly encourage minority- and women-owned businesses to respond to this RFP.

This RFP is not an order for or an offer to purchase any or all the services set forth herein, nor shall APTA incur or be liable for any costs associated with the preparation of any proposal or presentation of your services. APTA reserves the right to accept or reject any or all proposals at its sole and absolute discretion. The issuance of your response to this RFP does not create any obligation on the part of APTA to negotiate, to enter into any agreement, or to undertake any financial obligation.

Process Schedule

Your proposal should be submitted on or before the close of the business day on February 17, 2023.

Proposals Due: February 17, 2023
Proposal Review: February 20 – 24, 2023
Interviews: February 27 – March 3, 2023
Selection: March 2023
Contract Start: March 2023

Information Session

A conference call to answer any questions on the RFP will be held on **February 7, 2023, at 1:00 p.m.** If you are interested in joining the call, please contact TaNeesha Johnson, Legislative Analyst, American Public Transportation Association, tjohnson@apta.com.

Point of Contact

Please address your submission via email to:

Ward W. McCarragher
Vice President, Government Affairs and Advocacy
American Public Transportation Association
wmccarragher@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.