American Public Transportation Association
1300 I Street NW
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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 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, academic institutions, and public interest groups.

APTA’s Standards Development program is the primary means for the transit industry to develop standards. Hundreds of industry volunteers serving on numerous working groups have developed standards for bus, rail, commuter rail, transit asset management and sustainability. These standards are being used to achieve operational efficiencies, security and safety improvements in services, facilities and vehicles. APTA uses a consensus-based process that requires several steps of approval to create these documents. The Standards Program website can be found here: https://www.apta.com/research-technical-resources/standards/.

Statement of Purpose

APTA is seeking a consultant to provide technical and organizational services related to the APTA Standards Program. The work will require supporting the APTA Staff Advisor to the Bus Standards Program in the review, revision and update of the APTA Standard Bus Procurement Guidelines (SBPG) sections 6, 7, 8, 9 and 11. This update will be done through the APTA Bus Procurement Guidelines Technical Specifications Working Group. The
consultant will carry out the update of the SBPG Technical Specifications as directed by the APTA Staff Advisor in coordination with the Working Group.

**Scope of Work**

We are seeking the assistance of a contractor(s) who can oversee review and revision of the following sections of the Standard Bus Procurement Guidelines sections:

Sect 6: Technical Specifications  
Sect. 7: Warranty  
Sect. 8: Quality Assurance  
Sect. 9: Forms and Certifications  
Sect. 11: Appendices

The current SBPG can be found here: [https://www.apta.com/research-technical-resources/standards/procurement/apta-bts-bpg-gl-001-13/](https://www.apta.com/research-technical-resources/standards/procurement/apta-bts-bpg-gl-001-13/).

This work will be done through the APTA Bus Procurement Guidelines Technical Specifications Working Group. APTA staff has already carried out a survey of its members for needed revisions, additions or deletions of the SBPG. The results of this survey will be shared with the Contractor(s) as input for the revision work plan. In addition, the work of this contract will not require developing procurement language relevant to electric buses; this work is already being completed under an existing contract.

It would be the responsibility of the contractor(s) selected to:

- Work with the APTA Staff Advisor on developing a workplan to complete the revisions  
- Work with the APTA Staff Advisor to establish a Working Group with appropriate expertise and with sufficient representation from transit agencies and relevant industry sectors;  
- Manage the document development process, including gathering input from Working Group members and helping the Working Group reach consensus on proposed revisions;  
- Draft revisions as needed and/or assign and oversee Working Group members’ contributions
- Plan, coordinate and facilitate Working Group activities and group meetings, with support from APTA staff for the logistics of the meeting.
- Communicate with Working Group members by email, the Working Group forum housed on APTAconnect and/or telephone
- Prepare agendas and minutes for each meeting, conference call or webinar
- Coordinate these activities with the APTA Staff Advisor

As noted, contractor(s) will be required to convene and manage Working Group meetings to receive comments or suggested changes to SBPG and implement the suggested changes. These Working Group may be conducted virtually or in person. For any in-person meeting, travel required will be determined during the workplan development and will be reimbursed in accordance with the APTA Standards Program travel policy.

Proposers are asked to present a plan for this work that can realistically be accomplished within 13 months. Proposals must present the proposers' thinking in enough detail to demonstrate their understanding of the issues and the soundness of their approach to meeting the project objectives.

Contractor minimum requirements for this work:

- An organization with personnel that possesses significant experience with the U.S. public transit bus procurement process
- Understanding and familiarity with the APTA Standard Bus Procurement Guidelines
- Clear and concise written and oral communication skills

Outcome and Performance Standards

The consultant must support the document development process through three stages of the APTA Standards Program process. These include:

1. Document development through the Working Group concluding in a successful ballot of the document by the Working Group members;
2. Collection and resolution of comments from a 30-day public comment period; and
3. Collection and resolution of comments from a 10-day CEO review period;
Upon successful completion of the CEO review, APTA staff will guide the document through approval by the Standards Policy and Planning Committee and publish it. APTA staff will also submit the document for editing by an outside editor; the contractor is not required to carry out the proofreading and editing process, but is expected to submit a document that only requires editing for readability and style, not for substance.

**Deliverables**

1. Workplan developed in consultation with APTA Staff Advisor
2. Minutes from each working group meeting
3. Revisions of document from each meeting
4. Document ready to be balloted by the Working Group
5. Resolution of comments from public comment period; and
6. Resolution of comments from a 10-day CEO review period.

**Term of Contract**

The contract will run for 13 months from the date of signing.

**Contractual Terms and Conditions**

APTA’s standard terms and conditions are attached.
Requirements for Proposal Preparation

Please submit a proposal providing the following:

1. A description of your ability to carry out the scope of work in the proposed timeline.

2. Details on relevant work and projects including work with APTA Standards Program and with transit agency bus procurements.

3. Key personnel to be assigned to the project and their qualifications and experience. Capacity of personnel being proposed.

4. Total fees to be charged to complete the scope of work within a 13-month period.

Evaluation and Award Process

APTA will evaluate the proposals based on qualifications and experience of key personnel, price, and the ability to comply with the timing requirements. APTA is looking for applicants who can demonstrate:

- Deep understanding of the U.S. bus procurement process
- Deep understanding of the needs of transit agencies in bus procurements
- Proven ability to develop documents conveying technical information
- Proven ability to manage stakeholder meetings and document development
- Relationships with key stakeholders such as transit agencies, bus manufacturers, and bus component suppliers
- Familiarity with APTA’s Standard Bus Procurement Guidelines document
- Sufficient personnel to execute the project in the proposed timeline
- Competitive pricing

Process Schedule

Proposals should be sent to Lisa Jerram via email at ljerram@apta.com. Proposals must be received on or before 5 p.m. Eastern Time on Monday May 28th. APTA expects to select the awardee by June 15th. APTA anticipates that the contract period will begin on July 1st.
Point of Contact

Please contact Lisa Jerram, Director-Bus Programs and Emerging Vehicle Technologies, APTA (ljerram@apta.com) and Jeff Hiott-Vice President Technical Services and Innovation, APTA (jhiott@apta.com).
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.