



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 1,600 member organizations include bus, rail transit, commuter rail systems, and intercity passenger rail, as well as the many business organizations responsible for planning, designing, constructing, financing, operating and supplying transit systems.

APTA serves as a Standards Development Organization. It manages various planning committees and working groups that maintain a library of some 335 standards, white papers and best practices spanning transit operations and maintenance. APTA occasionally contracts with private firms to support the work of specific working groups.

Statement of Purpose

The purpose of this RFP is to organize additional support for the Rail Transit Operating Practices Working Group.

Scope of Work

The Consultant will work with and support the work of the APTA Rail Transit Operating Practices (OP) Working Group within the APTA standards development program. The Consultant will report to the APTA staff advisor for the OPWG. Given the nature and constraints of this work at inception, priority and flexibility to respond to increases and decreases in resources will be key to success of this project. The OP currently has twenty nine (29) published standards/recommended practices (accessible here: <https://www.apta.com/research-technical-resources/standards/rail/>). APTA strives to review each standard every five years to determine if it is in need of revision or sunseting.

The Consultant will support APTA's work to maintain and update those standards that are outside the five-year review window. APTA's OP group and staff advisor will work with the Consultant on level of priority of remaining documents to be updated. It is estimated between 7 and 8 documents will be reviewed and updated within the scope of this contract.

Outcome and Performance Standards

The Consultant will help to manage and undertake tasks related to the process below under which standards are reviewed/developed and approved:

1. **Authorization to proceed.** This comes from the Rail Standards Policy and Planning Committee for projects not allocated in the approved budget for the working group and from the budget plan for those projects that are in the approved budget. The latter includes revision work for documents that have not undergone review and revision in more than five (5) years. The Consultant will be directed by the APTA staff advisor regarding which standards have received authorization to proceed.
2. **Review and renewal.** The Consultant will organize and lead the OP in the review and renewal of documents. The Consultant will ensure that during review and renewal of documents, the working group has broad representation from all industry stakeholders, and any changes must be finalized and agreed upon by the working group membership. In the case of a new document an SME team of working group member volunteers may be assembled to facilitate the creation of the document.
3. **Working Group Ballot.** This process will be conducted by the APTA Staff Advisor. The Consultant will help facilitate the resolution of comments received during the ballot.
4. **Public Comment Period.** The Consultant will help facilitate the resolution of any comments received during the public comment period upon the close of the period.
5. **CEO Review Period.** The Consultant will help facilitate the resolution of any comments received during the CEO review period upon the close of the period.
6. **Process Review and publication.** The Consultant does not have any responsibilities in this step.

Timely movement of documents through this process is essential to the APTA Standard Program's viability. If a document should be delayed in process, reason(s) are to be given to the APTA Staff Advisor. The staff advisor may provide a different target document for revision.

Performance Expectations

The Consultant's success will be measured by their ability to:

- Apply expert-level knowledge to the development, revision, and enhancement of OP standards.
- Ensure accuracy, relevance, and alignment with evolving industry best practices, technologies, and regulatory expectations, supported by appropriate research.
- Successfully facilitate consensus-building and collaboration among working group stakeholders.
- Demonstrate familiarity with industry research related to OP standards and recommended practices, including knowledge of and access to relevant technical standards beyond those published by APTA.

Deliverables

The following are general expectations of the Consultant as well as a general scope of work the Consultant would be expected to follow, and will be assigned by direction on an as-needed basis by the APTA Staff Advisor:

1. Standards Development and Technical Content

- Provide technical content for the development, revision, and maintenance of rail transit OP standards and recommended practices.
- Lead the conceptualization and drafting of new standards or recommended practices when gaps are identified, incorporating subject matter expertise from across the industry.
- Ensure integration and alignment of APTA standards with related industry standards (e.g., FRA, FTA, IEEE, ISO) where applicable.

2. Working Group Facilitation and Collaboration

- Facilitate technical discussions among Working Group members, leading document reviews and consensus-building efforts during virtual, hybrid, and in-person meetings.
- Coordinate with Working Group participants to gather input, drive consensus, and support document refinement and finalization.
- Communicate with Working Group members via email and phone, as needed, to ensure timely progress and collaboration.

3. Meetings and Administrative Support

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- Coordinate scheduling and logistics for virtual meetings and webinars, including proposing dates and times. APTA will manage calendar invites and provide administrative support.
- Attend up to two (2) in-person regional Working Group meetings annually, at locations determined by APTA.
- Prepare and distribute agendas and meeting minutes for each call, webinar, or in-person session.

4. Travel and Cost Documentation

- Travel costs, to be generally reviewed by the APTA staff advisor prior to incursion and reviewed for approval following travel, will be reimbursed in accordance with GSA rates and limited to:
 - One adult round-trip economy airfare
 - Three hotel nights
 - GSA per diem
 - Related parking, taxi, or public transit expenses
- Submit cost estimates using the attached APTA-provided template.

Term of Contract

The length of the contract will be twelve (12) months. We anticipate NTP around October 1, 2025.

Contractual Terms and Conditions

APTA's standard contract terms and conditions are attached.

Requirements for Proposal Preparation

Proposals should be emailed to Bryan Sooter, Senior Director – Standards & Rail Engineering, Technical Services and Innovation, at bsooter@apta.com, with “APTA OPWG Proposal Submission” in the subject line.

Proposals should detail the following:

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- Project lead and key staff, their experience and resume
- Prior experience, if any, supporting or involving standards development.
- Capacity and resources to support the proposed work and meet the tight timelines
- Prior work for APTA and/or other associations.
- Price proposal: billable rates for key staff identified as supporting the work

Evaluation and Award Process

APTA will evaluate the proposals based equally on (1) qualifications and experience of key personnel; (2) capacity/ability to support the work and timeline; and (3) price.

Process Schedule

Submittal must be received on or before the close of the business day on August 31, 2025.
APTA expects to provide NTP by October 1, 2025.

Point of Contact

Bryan Sooter
Senior Director – Standards & Rail Engineering
1300 I Street NW
Suite 1200 East
Washington, DC 20002
bsooter@apta.com
202-496-4851

APTA Standard Contract Terms

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 commence on the date of its execution and shall remain in full force and effect for a period of ____ expiring on _____ (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. The completion date may be extended by mutual agreement in writing of the Parties.

This Agreement may be terminated for cause by either Party if the other Party materially fails to perform its obligations under this Agreement, does not commence correction of such nonperformance within 10 business days of receipt of written notice and/or fails to diligently complete such correction thereafter. The respective rights and obligations of the Parties predating such termination shall survive termination of this Agreement.

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. Standard of Care

Notwithstanding any clause in this Agreement or otherwise to the contrary, Contractor shall perform its services consistent with the professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same or similar locality under the same or similar circumstances. Contractor shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The full extent of Contractor's responsibility with respect to the Services shall be to perform in accordance with the above standards and to remedy any material deficiencies or defects in the Deliverables at Contractor's own expense, provided that

Contractor is notified by APTA, in writing, of any such deficiency or defect within a reasonable period after discovery thereof, but in no event later than 30 days after Contractor's completion or termination of the Services. Contractor makes no other representations, warranties or guarantees, either express or implied, including any implied warranties of fitness for a particular purpose, merchantability, informational content or otherwise.

XI. Mutual Waiver of Consequential Damages

Notwithstanding anything in this Agreement to the contrary, and to the fullest extent permitted by law, in no event shall either Party be liable to the other for any indirect, incidental, special, consequential, or punitive damages whatsoever (including, without limitation, lost profits, loss of revenue, loss of use or interruption of business) arising out of or related to this Agreement, even if advised of the possibility of such damages.

XII. Risk Allocation and Restriction of Remedies

The Parties have evaluated the respective risks and remedies under this Agreement and agree to allocate the risks and restrict the remedies to reflect that evaluation. APTA agrees to restrict its remedies under this Agreement against Contractor, its parents, affiliates and subcontractors, and their respective directors, officers, shareholders, and employees, ("Contractor Covered Parties"), so that the total aggregate liability of the Contractor Covered Parties shall not exceed the actual paid compensation for the services. This restriction of remedies shall apply to all suits, claims, actions, losses, costs (including attorney's fees) and damages of any nature arising from or related to this Agreement without regard to the legal theory under which such liability is imposed. Claims must be brought within one calendar year from performance of the services unless a longer period is required by law.

XIII. Electronic Signature

Any electronic signature shall be treated in all respects as having the same legal effect as an original handwritten signature.

XIV. Authority to Execute Agreement

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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.