



Request for Proposals

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 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.

Statement of Purpose

The American Public Transportation Association (APTA) seeks your proposal to assist us in providing technical, managerial, and organizational services related to the development of standards and recommended practices as part of APTA Standards Development Program for the Rail Transit Operating Practices Working Group. The proposal is for a 12-month base period with an option period of one additional year. Successful proposer shall be awarded a 12-month contract which may be extended for time, dollars or both at the sole discretion of APTA. We ask that your proposal be submitted on or before the close of the business day, 5:00 p.m. EDT on December 15, 2022. The anticipated start date of this project is January 2, 2022.

Scope of Work

APTA anticipates this project will require working with the Operating Practices Working Group (OPWG) within the standards development program and the APTA Staff Adviser. The

following is a scope of work and will be assigned by direction on an as-needed bases by the APTA Staff Advisor. Given the nature and constraints of this work, priority and flexibility to respond to increases and decreases in resources will be key to success. The OPWG currently has 27 published standards (accessible here: <https://www.apta.com/research-technical-resources/standards/rail/>). In a typical year, up to four standards may be updated, as well as two or three new standards developed/or process of being developed. From time to time, the OPWG may also see fit to sunset a standard.

Currently, the OPWG is planning on developing one to two new standards, and updating the following:

- APTA RT-S-011-10, Rule Compliance Program Requirements
- APTA RT-OP-S-023-1,7 Fatigue Management Program Requirements
- APTA RT-OP-S-021-15, Operations Personnel Requirements in New Rail Transit Projects

Outcome and Performance Standards

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. Provide technical content for rail transit operating practices standards and recommended practices.
2. Providing content to facilitate review, refinement and assisting in the publication of existing standards and RPs.
3. Attend one face-to-face regional meeting
4. Coordinate and hold conference calls and webinars. APTA can provide GoToMeeting as a virtual meeting platform.
5. Communicate with working group members by emails and telephone
6. Prepare agendas and minutes for each meeting, conference call or webinar
7. Travel expenses shall be based on the following:
 - One adult round trip economy fare
 - Three hotel nights
 - GSA authorized per diem rates
 - Parking, taxi or transit costs

8. Use the attached template as means of demonstrating costs

Deliverables

Contractor will provide technical support as outlined above.

Term of Contract

Base term of Contract will be 12 months in duration, with a one year option.

Contractual Terms and Conditions

[APTA's standard terms and conditions are attached]

Requirements for Proposal Preparation

Proposals should be emailed to Marie Benton, Director Rail Programs, Technical Services and Innovation, at mbenton@atpa.com, with "APTA Proposal Submission" in the subject line. Submittal must be received on or before the close of the business day on December 15, 2022.

APTA will evaluate the proposals based on qualifications and experience of key personnel, price, and the ability to comply with the timing requirements.

Please also identify and discuss the key personnel to be assigned to the project and their qualifications and experience.

Evaluation and Award Process

Evaluation criteria and weighting are as follows:

Criteria	Weighting
Qualifications of Proposer and Key Staff	60%
Price	40%

Process Schedule

Proposals should be emailed to Marie Benton, Director Rail Programs, Technical Services and Innovation, at mbenton@atpa.com, with “APTA Proposal Submission” in the subject line. Submittal must be received on or before the close of the business day on December 15, 2021.

APTA will evaluate the proposals based on qualifications and experience of key personnel, price, and the ability to comply with the timing requirements.

Please also identify and discuss the key personnel to be assigned to the project and their qualifications and experience.

Point of Contact

Marie Benton, Sr. Director, Rail Transit & Commuter Rail, shall be the point of contact and manager for this contract. All correspondence, including submission of proposals, shall be address to her.

Marie Benton
Sr. Director, Rail Transit & Commuter Rail
American Public Transportation Association
1300 I Street, NW
Washington, DC 20005
mbenton@apta.com
202.496.4830



American Public Transportation Association

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.

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

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.

Consulting Support to the Operating Practices Working Group- Base Term (Year 1)

Date: _____

Base Period Estimated Not To Exceed (NTE) costs for consultant support for period of performance - January 2, 2023 - January 1, 2024

Task				
1	Support for New & Existing Standards	Est. Hours	Unit Price	Total Cost
1.1	Telecon/ Working Group Member Support		\$	\$
1.2	Editing		\$	\$
	<i>Hours Subtotal</i>			
	<i>Labor Subtotal</i>			
2	Working Group Support	Est. Hours	Unit Price	Total Cost
2.1	Communicate with APTA		\$	\$
2.2	Communications with Committee Members		\$	\$
2.3	Administrative Duties		\$	\$
	<i>Hours Subtotal</i>			
	<i>Labor Cost Subtotal</i>			\$
3	Review of Existing Standards & Development of New Standards	Est. Hours	Unit Price	Total Cost
3.1	Participate in Conference calls to edit documents		\$	\$
3.2	Communication with Subcommittee Leaders		\$	\$
3.3	Editing		\$	\$
	<i>Hours Subtotal</i>			
	<i>Labor Cost Subtotal</i>			\$
4	One on-site committee meeting	Est. Hours	Unit Price	Total Cost
4.1	Meeting Preparatory Work		\$	\$
4.2	On-Site Time		\$	\$
4.3	Meeting Follow-up (Minutes, comm w/ Members, etc)		\$	\$
	<i>Hours Subtotal</i>			
	<i>Labor Cost Subtotal</i>			\$
5	Travel Expenses		Unit Price	Total Cost
5.1	Airfare (1 trip / 1 person each trip)	1	\$ 500.00	\$ 500.00
5.2	Hotel (3 nights per trip, unit cost)	3	\$ 200.00	\$ 600.00
5.3	Per Diem (3 days per tip, unit cost)	3	\$ 76.00	\$ 228.00
5.4	Other Travel Expenses (Parking, Taxi, Transit)	1		\$
	<i>Travel Expenses Subtotal</i>			\$
	<i>Total Hours</i>			
	Total Labor Expense			\$
	Total Travel Expenses			\$
Total Estimated Not to Exceed (NTE) Costs for Tasks 1 -5:				\$

Consulting Support to the Operating Practices Working Group-Option Year (Year 2)

Date: _____

Option Period Estimated Not To Exceed (NTE) costs for consultant support for period of performance - January 2, 2023 - January 1, 2024

Task				
1	Support for New & Existing Standards	Est. Hours	Unit Price	Total Cost
1.1	Telecon/ Working Group Member Support		\$	\$
1.2	Editing		\$	\$
	<i>Hours Subtotal</i>			
	<i>Labor Subtotal</i>			
2	Working Group Support	Est. Hours	Unit Price	Total Cost
2.1	Communicate with APTA		\$	\$
2.2	Communications with Committee Members		\$	\$
2.3	Administrative Duties		\$	\$
	<i>Hours Subtotal</i>			
	<i>Labor Cost Subtotal</i>			\$
3	Review of Existing Standards & Development of New Standards	Est. Hours	Unit Price	Total Cost
3.1	Participate in Conference calls to edit documents		\$	\$
3.2	Communication with Subcommittee Leaders		\$	\$
3.3	Editing		\$	\$
	<i>Hours Subtotal</i>			
	<i>Labor Cost Subtotal</i>			\$
4	One on-site committee meeting	Est. Hours	Unit Price	Total Cost
4.1	Meeting Preparatory Work		\$	\$
4.2	On-Site Time		\$	\$
4.3	Meeting Follow-up (Minutes, comm w/ Members, etc)		\$	\$
	<i>Hours Subtotal</i>			
	<i>Labor Cost Subtotal</i>			\$
5	Travel Expenses		Unit Price	Total Cost
5.1	Airfare (1 trip / 1 person each trip)	1	\$ 500.00	\$ 500.00
5.2	Hotel (3 nights per trip, unit cost)	3	\$ 200.00	\$ 600.00
5.3	Per Diem (3 days per tip, unit cost)	3	\$ 76.00	\$ 228.00
5.4	Other Travel Expenses (Parking, Taxi, Transit)	1		\$
	<i>Travel Expenses Subtotal</i>			\$
	<i>Total Hours</i>			
	Total Labor Expense			\$
	Total Travel Expenses			\$
Total Estimated Not to Exceed (NTE) Costs for Tasks 1 -5:				\$