



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 more than 1,400 member organizations include bus, rail transit, commuter rail systems, and intercity passenger rail, 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. Ninety-five percent of those using public transit in the U.S. are carried by APTA members.

To meet today's demands and prepare for a new future, the public transportation industry impact is vital to many communities and that impact must be effectively communicated within and outside the industry.

Statement of Purpose

APTA is seeking a qualified contractor to research and draft a "Transit Equity Report", which would provide an overview of the equity-focused practices and processes being put in place by the transit industry in transit planning, service, and operations. This report would be updated on a regular basis as a resource for APTA members and partners. Updates would include the equity metrics agencies can use to assess their "equity" performance and impact.

Background

One key deliverable of APTA's Racial Equity Action Plan, which can be viewed ([here](#)), is the development of a white paper outlining transit's contribution to equity. Transit is "the great equalizer" in our communities but what does that mean and what does it require from our transit systems to live up to that potential? Transit agencies around the country are currently adopting new planning, service, and operational practices to amplify their equity impact on communities.

APTA would like to approach this task in two phases. In Phase 1, APTA would like to publish a “Transit Equity Report”, which would provide an overview of the equity-focused practices and processes being put in place by the transit industry in transit planning, service and operations. The report could be updated on a regular basis as a resource for APTA members and partners. Updates would include the equity metrics agencies can use to assess their “equity” performance and impact.

In Phase 2, APTA would like to develop a “Policy Brief”, which would build on the ‘Transit Equity Report’, to clearly articulate transit’s key role in developing and sustaining equitable communities to external stakeholders, and to local and national legislators.

Scope of Work

APTA is seeking submissions outlining how best we can achieve the stated objectives. Ideally the “Transit Equity Report” would be delivered in late 2023 or early 2024. Phase 2 “Policy Brief” would be delivered in late 2025 or early 2025. Submissions must include enough detail to demonstrate the submitter’s understanding of the issues and the soundness of their approach to meeting the objectives. At a minimum, the selected vendor will be expected to complete the following:

- (1) Research and evaluate relevant data sources related to equity practices.
- (2) Draft clear, easy to understand, and comprehensive reports. Target audience is transit agency executives.
- (3) Propose an approach and timeline for phase 2 of this project, whose target audience would be broader and include anyone interested in effective equity practices in the transit industry.

Outcome and Performance Standards

All written deliverables shall meet the following acceptance criteria:

- Accuracy – Work products and deliverables shall be accurate in presentation, technical content, and shall adhere to accepted elements of style as described through the government provided standards below.
- Work products shall meet the standards as described in the following resources:
 - Federal Plain Language Guidelines: <http://www.plainlanguage.gov/index.cfm>
 - GPO Style Manual: <http://www.gpoaccess.gov/stylemanual/index.html>

Request for Information

- Clarity– Work Products shall be unambiguous and relevant. 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.

Term of Contract

This contract is for a term to begin on or about August 30, 2023 and ending on or about May 30, 2024 with the option of a no-cost extension.

Contractual Terms and Conditions

See standard terms and conditions below.

Requirements for RFP Preparation

Each submittal must contain these items:

Company Background

- Vendor shall provide a brief (one page) company description including company history
- General statement of the understanding of the scope of services
- Proposed project team including proposed sub-consultants
- Project team's experience in the field of diversity, equity, and inclusion especially pertaining to research
- Experience of proposed project manager and individuals who will be working on the project

Proposed Research Plan

- Vendor shall describe the plan to carry out the research
- A proposed task list and level of effort for each task
- A schedule for completing the project within the specified timeframe.
- An approach for managing the project and communicating with APTA

Response to Terms and Conditions

- Vendor shall indicate agreement to the terms outlined in this RFP
- All data collected and work products are the property of APTA and cannot be used for any other product.

Request for Information

- Media contact and/or other promotional activities regarding the work product will be at the sole discretion and direction of APTA.

Evaluation and Award Process

In accordance with the provisions of this RFI, APTA will evaluate the submittals. The final selection, if any, will be the Proposer, which in the discretion of APTA, is the lowest price technically acceptable offer that best meets the requirements set forth in this RFI.

Proposers are discouraged from submitting lengthy submittals. Instead APTA strongly encourages submittals that are concise and clearly written with the essential information only. All submittals will be reviewed first to determine whether it is responsive to the requirements in this RFI.

Process Schedule

Submittals are due to APTA by midnight August 18, 2023. Selection will occur on or about August 25, 2023, with work to begin on or about August 30, 2023.

Point of Contact

Please address your submission via email to:

Linda Ford

General Counsel

lford@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.