

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 Operating Practices Working Group. The proposal is for a 12-month period. Successful proposer shall be awarded a 12-month contract which may be extended for time or 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 (i.e., 5:00 p.m. eastern time), on May 21, 2021. The start date for the project will be July 1, 2021.

### ***Scope of Work***

APTA anticipates the consultant will work and collaborate with the Operating Practices Working Group (OPWG) within the standards development program and the APTA Staff Adviser. 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-OP-S-004-03 Standard for Work Zone Safety Practices (last updated 2016)
- APTA-RT-S-OP-016-10 Standard for Roadway Protection Requirements (last updated 2016)
- APTA-RT-OP-S-010-03 Standard for Contractor's Responsibility for ROW Safety (last updated 2016)
- APTA-RT-OP-S-021-15 Standard for On-Track Equipment Safety Requirements (last updated 2015)

The following is 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 Adviser:

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

### ***About APTA***

APTA is a non-profit international trade association of more than 1,500 public and private member organizations, including public transit systems; high-speed and intercity passenger rail agencies; planning, design, construction and finance firms; product and service providers; academic institutions; state associations; and departments of transportation. More than ninety percent of people using public transportation in the United States and Canada are served by APTA member systems.

APTA members serve the public interest in providing safe, efficient and economical transit services and products. Formed in 1974 on a cooperative, nonprofit basis, APTA's objectives are to:

- a. Represent the public interest in improving public transportation for all persons.
- b. Represent the interests, common policies, requirements, and purposes of public transit.
- c. Provide a medium for exchange of experiences, discussion, and comparative study of public transit affairs.
- d. Promote research and investigation to the end of improving public transit.
- e. Aid members in dealing with special issues.
- f. Encourage cooperation among its members, their employees, and the general public.
- g. Encourage compliance with the letter and spirit of equal opportunity principles.
- h. Collect, compile, and make available to members data and information relative to public transit.
- i. Assist in the training, education, and professional development of all persons involved in public transit.
- j. Engage in any lawful activities which will serve the members and promote public transit.

### ***Proposals***

Proposals should be emailed to Marie Benton, Director Rail Programs, Technical Services and Innovation, at [mbenton@atpa.com](mailto: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 May 21, 2021.

APTA will evaluate the proposals based on qualifications and experience of key personnel, price, and the ability to comply with the timing requirements. APTA recognizes that there are potential marketing opportunities when contracting with APTA and working with its members. These undocumented benefits should be considered when proposing.

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

### ***Guidance Concerning the Form of Proposals and Contract***

APTA expects the selected consultant to mobilize quickly upon notification of its selection. To accomplish this, APTA intends to utilize its internal contract format, reproduced at the end of this request for proposals. Any request to deviate from these terms and conditions should be made sufficiently in advance of the closing date, to allow APTA to consider and act upon the request prior to submission of your proposal.

APTA reserves the right to reject any and all submissions for any reason.

## ***Contract format***

### **I. Statement of Work**

**[include key personnel, business address, and contact info]**

In the event there is a conflict between the terms of this Agreement and Appendix [insert appropriate letter or number—this allows you to append terms from the contractor that are not specifically addressed in this form], the terms of this Agreement shall control.

### **II. Payment**

[Insert payment terms—For example: Contractor shall be paid \_\_\_\_ for services under this Agreement for the Initial Term, to be invoiced based on the Invoicing Table (\_\_) of the Contractor's Proposal \_\_\_\_ dated \_\_\_\_, and attached as Appendix A.] [Optional language--After the Initial Term, Contractor shall be paid \_\_\_\_ for optional Renewal Year 2 and \_\_\_\_ for optional Renewal Year 3, as stated in attached Appendix A.] APTA shall pay Contractor's invoice within the number of days specified on the invoice. No other charges or costs are authorized under this agreement.

### **III. Source of Funding**

Funding for this contract will come from [FTA Grant funds; RCA; or APTA's General Fund].

### **IV. 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.

### **V. 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.

### **VI. 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.

## **VII. 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.

## **VIII. 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.

## **IX. 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.

## **X. 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.

## **XI. 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.

## **XII. 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.

## **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.

## APPENDIX A: OPWG Consultant Cost Template

Consulting Support to the Operating Practices Working Group				
Date: _____				
Estimated Not to Exceed Costs for consultant support for period of performance - July 1, 2021 - June 30, 2022				
Task				
<b>1</b>	<b>Support for New &amp; Existing Standards</b>	Est. Hours	Unit Price	Total Cost
1.1	Telecon/ Working Group Member Support		\$	\$
1.2	Editing		\$	\$
	Hours Subtotal			
	Labor Subtotal			
<b>2</b>	<b>Working Group Support</b>	Est. Hours	Unit Price	Total Cost
2.1	Communicate with APTA		\$	\$
2.2	Communications with Committee Members		\$	\$
2.3	Administrative Duties		\$	\$
	Hours Subtotal			
	Labor Cost Subtotal			\$
<b>3</b>	<b>Review of Existing Standards &amp; Development of New Standards</b>	Est. Hours	Unit Price	Total Cost
3.1	Participate in Conference calls to edit documents		\$	\$
3.2	Communication with Subcommittee Leaders		\$	\$
3.3	Editing		\$	\$
	Hours Subtotal			
	Labor Cost Subtotal			\$
<b>4</b>	<b>One on-site committee meeting</b>	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)		\$	\$
	Hours Subtotal			
	Labor Cost Subtotal			\$
<b>5</b>	<b>Travel Expenses</b>		Unit Price	Total Cost
5.1	Airfare (1 trip / 1 person each trip)	1	\$ 400.00	\$ 400.00
5.2	Hotel (3 nights per trip, unit cost)	3	\$ 145.00	\$ 435.00
5.3	Per Diem (3 days per trip, unit cost)	3	\$ 76.00	\$ 228.00
5.4	Other Travel Expenses (Parking, Taxi, Transit)	1		\$
	Travel Expenses Subtotal			\$
	Total Hours			
	Total Labor Expense			\$
	Total Travel Expenses			\$
Total Estimated Not To Exceed (NTE) Costs for Tasks 1 -5, for July 1, 2021 - June 30, 2022 Period of Performance:				\$