

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 Vehicle Inspection and Maintenance 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, 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 May 21, 2021. The anticipated start date of this project is June 14, 2021.

Scope of Work

APTA anticipates this project will require working with the APTA Vehicle Inspection & Maintenance (VIM) Working Group within the standards development program and the APTA Staff Advisor. The following is a scope of work and will be assigned by direction on an as-needed basis by the APTA Staff Advisor. 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 VIM currently has 27 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.

Currently, APTA is seeking help in updating it's VIM standards, the balance of which is roughly 60% beyond the five-year review window. APTA has two VIM standards that are of high priority for review and revision. Those two documents are listed below:

1. Emergency Signage (APTA-RT-VIM-S-021-10) and;
2. Emergency Egress (APTA-RT-VIM-S-023-12)
3. To effectively update these above two standards, Consultant will need to be aware of and have access to related industry standards. For example, in Emergency Signage, the Consultant will need to be aware of the following related industry standards:
 - a. ANSI Z535 Safety Alerting Standards
 - b. ISO-7010-2003 / ISO 386.4-1:2011; ISO 3864-3:2012 (Graphical Symbols)
 - c. ASTM D4956 (Type 1 Materials) "Specification for retroreflective sheeting for Traffic Control"
 - d. ASTM E2073 "Test Method for Photopic Luminance of Photoluminescent (Phosphorescent) Markings"
 - e. ASTM E810 "Test Method for Coefficient of Retroreflective Sheeting Utilizing the Coplanar Geometry"
4. APTA's VIM group and staff advisor will work with Contractor on level of priority of remaining documents to be updated.

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. Provide content to facilitate review, refinement and assist in the publication of revised standards and recommended practices.
3. Have knowledge of, and access to, related industry technical standards beyond those of APTA.
4. Attend one face-to-face regional meeting at a location to be determined by APTA.
5. Coordinate and conduct conference calls and webinars with VIM group and other interested APTA members. APTA can provide access to GoToMeeting as a virtual meeting platform.
6. Communicate with working group members by emails and telephone
7. Prepare agendas and minutes for each meeting, conference call or webinar
8. Travel expenses shall be based on the following and be limited to rates published by the GSA:
 - One adult round trip economy fare
 - Three hotel nights
 - Per diem
 - Related parking, taxi or transit costs
9. 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, 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 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

Dear [Firm Representative]:

The purpose of this letter is to set forth the terms and conditions of an Agreement in which [Firm] (“Contractor”) will provide consulting services in support of the American Public Transportation Association (“APTA”) Standards Development Program Work.

I. Statement of Work

Contractor will provide comprehensive consulting services, including support of APTA’s requirements as described in its request for proposals.

Services shall be provided consistent with the terms of this Agreement and the description of services drawn from APTA’s request for proposals.

This Agreement shall begin and terminate on the dates outlined in APTA’s request for proposal.

[Names] shall be designated “key personnel” for purposes of this Agreement. Key personnel shall perform the tasks identified with them and shall not be replaced or removed by Contractor unless approved, in writing, by APTA.

II. Payment

Contractor shall be paid as detailed for services under this Agreement. Any authorized travel expense reimbursement shall be limited by and paid at the rates and under the conditions APTA applies to its employees and shall be approved in advance by APTA’s Contract Manager or their designee. There are no additional costs or charges authorized under this Agreement.

III. Confidentiality

Contractor shall not divulge to any third party any confidential information and/or material developed or obtained in connection with this agreement without prior written approval of APTA. Confidential information includes, but is not limited to, salary or other aspects of compensation information.

IV. Termination

Either party may terminate this Agreement based upon the failure of the other to perform and, where reasonable, upon notice and an opportunity to cure. APTA reserves the right to terminate services upon reasonable notice should it determine the subject services are no longer required for any reason. If this agreement is terminated at APTA’s option, without a failure to perform on the part of Contractor, APTA shall be liable only for that portion of the fees reasonably related to Contractor’s efforts performed prior to the effective date of termination.

V. Rights in the Program

All deliverables, original ideas, publication rights, and any and all materials developed solely 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.

All methodologies, procedures, management tools, concepts, ideas, inventions, know-how and other intellectual property that Contractor has developed, created or acquired prior to its performance under this Agreement or has developed, created or acquired during or after the performance under this Agreement for any of its other clients (“Contractor’s Intellectual Property”) are, and shall remain, the sole and exclusive property of Contractor. APTA shall not have or acquire any right, claim, title or interest in or to any of Contractor’s Intellectual Property

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.

VI. Technical Direction

APTA’s Contract Manager, [Insert name of Program Manager] or designee, shall provide assistance and supervision to Contractor for work performed under this Agreement. Notice with respect to termination of this Agreement or changes in the Agreement on the part of APTA will be provided by APTA’s president or chief counsel.

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 thereto in each instance; provided, however, that 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 furnished promptly to APTA.

VIII. Modification of Agreement

This Agreement supersedes all previous Agreements (if any), 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. Laws Governing

This Agreement shall be construed in accordance with, and governed by, the laws of the District of Columbia without regard to its conflicts of law principles.

X. Relationship

The performance by each party of its duties and obligations under this Agreement shall be on an independent contractor basis and nothing contained herein shall create or imply an agency relationship between the parties, nor shall this Agreement be deemed to constitute a joint venture or partnership between the parties. As an independent contractor, Contractor shall pay all taxes arising from this Agreement including state and local sales and use taxes.

XI. Force Majeure

Notwithstanding any other provision of this Agreement, in the event that the performance of any obligation under this Agreement by any party to this Agreement (APTA or Contractor) is prevented due to acts of God, any government restriction, wars, hostilities, civil disturbances, revolutions, strikes, terrorist attacks, lockouts, or any other cause beyond the reasonable control of any party, then such party shall not be responsible for failure or delay in performance of its obligations under this Agreement.

XII. Electronic Signature

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

XIII. 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: Template for estimating costs

Consulting Support to the Rail Transit Vehicle and Inspection Working Group				
Date: _____				
Estimated Not To Exceed (NTE) costs for consultant support for period of performance - June 14, 2021 - June 13, 2022				
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	\$ 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 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, for June 14, 2021 - June 13, 2022 Period of Performance:				\$