



Bay Area Transportation Authority

**REQUEST FOR PROPOSAL
For
2024 Community Strategic
Communications Plan**

RFP# BATA-2-2023

**RELEASE DATE:
December 6, 2023**

**DUE DATE AND TIME:
January 5, 2024, by 5 p.m.**

PROJECT CONTACT:

**Eric Lingaur
BATA Director of Communications and
Development
Email: lingaure@bata.net**

**3233 Cass Road
Traverse City, Michigan 49684
Phone: (231) 933-5534
Fax: (231) 941-9091**

NOTICE!

RIGHT TO REJECT: Bay Area Transportation Authority (“BATA”) reserves the right to accept or reject any and all proposals, to negotiate terms of proposal(s) with successful vendor(s), to accept a proposal that is not the lowest cost, and to accept the proposal(s) that is in the best interest of BATA.

WITHDRAWAL OF ANY PROPOSALS is prohibited for a period of ninety (90) days after the proposal due date.

LATE, INCOMPLETE AND NON-CONFORMING PROPOSALS: BATA reserves the right to reject without evaluation late, incomplete or otherwise non-conforming proposals.

COMPLETE PROPOSALS: All proposals must contain terms of purchase and delivery in writing. BATA will negotiate the actual delivery terms and timetable with the successful vendor(s), but each proposal must include the anticipated time frame during which BATA may reasonably expect services, materials and equipment to be delivered. BATA will not be responsible for any ancillary charges, costs, and/or fees not expressly delineated in the terms of the proposal.

QUESTIONS: Prospective bidders are solely responsible for understanding the requirements of this RFP. Questions regarding any part of this proposal should be submitted in writing to the Project Contact. All questions and answers will be made available to all prospective bidders. Prospective bidders who direct questions and inquiries about this RFP to persons at BATA other than the Project Contact invite disqualification of their proposals.

INTRODUCTION

This Request for Proposal (RFP) is released by BATA's Director of Communications and Development on behalf of BATA's Board of Directors for the creation of a **Community Strategic Communications Plan** as set forth herein.

SECTION 1 SCOPE OF WORK

Background

BATA currently employs more than 120 people and has an annual ridership of about 390,000. It provides transportation to both residents and visitors in Leelanau and Grand Traverse counties. BATA provides essential transportation to seniors, persons with disabilities, students and employees. Services include fixed route buses such as BATA's free, high-frequency Bayline or its on-demand door to door Link service. Additionally, BATA offers seasonal services such as Bike-n-Ride, Ski-n-Ride, festival transportation and various event transportation, broadening standard service offerings. More information can be found by visiting bata.net.

BATA is again positioned for growth, and showcasing BATA's community value is the first step. Recent highlights include:

- Hiring additional staff with increased wages and active driver recruitment
- Expanding services as we work to restoring pre-COVID service levels
- Launching new transit technologies such as mobile apps and real-time bus tracking to make it easier for people to use public transit
- Increasing year over year ridership and adapting to increased demand
- Passing a 5-year local millage renewal in 2022
- Building a new operations headquarters slated to be completed in 2024
- Transitioning to a small urban transit agency
- Celebrating 40 year anniversary in 2024

Although BATA has made great progress recovering from the impacts of COVID, there is still more the agency can do to further promote the overall value the organization provides to the community. There are still opportunities to reach people that aren't familiar with the services BATA offers and how it provides an essential service to our region.

Current Mission

BATA delivers safe, high-quality, efficient and reliable transportation services in its region that link people, jobs, and communities.

NOTE: BATA's mission is currently being refined as part of a Board strategic planning process.

I. Scope

BATA is seeking proposals to hire an agency to assist with the creation and execution of a **Community Strategic Communications Plan** that provides consistent and comprehensive outreach.

Areas of focus include:

1. **Educate** – both current and new riders of BATA’s services, technologies, etc.
2. **Attract** – potential riders, or riders of choice, that may not be familiar with BATA and its transportation options by focusing on the customer experience
3. **Inform** – the community at large of the value BATA provides encouraging economic development and upward mobility

II. **Proposed Timeline**

Activity	Date
RFP Released	December 6, 2023
Written Questions to BATA Due By	December 13, 2023, by 5:00 PM EST
BATA’s Responses to Questions Released	December 15, 2023
Proposals Due on or Before	January 5, 2024, by 5:00 PM EST
Possible In-Person Presentations	January 8-12, 2024
Anticipated Award Date	January 25, 2024
Project Start Date	February 2024

III. **Deliverables / Outcomes**

The **Community Strategic Communications Plan** will include but not be limited to:

Scope of Services:

- Develop a detailed **Community Strategic Communications Plan** that outlines strategies, activities and tactics encompassing BATA’s areas of focus (educate, attract, and inform)
- Utilize and deploy traditional and non-traditional communication and outreach tools and mediums (including print, digital, social media, video, etc.)
- Design and develop marketing and communications materials
- Facilitate ongoing media relations including social media
- Support BATA staff with outreach and awareness activities and presentations as needed
- Create an initial 12-month timeline with the opportunity for an additional ongoing partnership

IV. **Proposal Content**

Proposals should be of sufficient length and detail to demonstrate a thorough understanding of the skills necessary to deliver the elements listed above.

Proposals should include the following information in the order listed below:

Signature/cover sheet page (included in this RFP), followed by:

- **Statement of Proposal.** Provide a narrative statement of your proposal indicating, through the use of graphics or other examples the way in which you propose to satisfy the requirements outlined above. Examples include: community outreach ideas, social media

engagement or grassroots communications.

- **Organization Structure.** Indicate through the use of organization diagrams and/or narrative statements, the proposed staffing, functioning, and interrelationships with BATA.
- **Prior Experience.** Include descriptions of prior or present projects which would tend to substantiate your qualifications to perform this project. Include any past relationships your firm has had with BATA. Include name, address, and telephone number of the responsible person of former client's organization who may be contacted.
- **Staff Description.** Identify principal staff personnel by name and qualification.
- **Proposal Price.** Include a detailed breakdown of the proposed price and indicate any part of the proposal that will be performed by subcontract.

E-mail your proposal and return it to BATA by the due date and time listed on Page One of this Request for Proposal.

SECTION 2 GENERAL INFORMATION

Bay Area Transportation Authority (“BATA”) is accepting bids for the development of a **Community Strategic Communications Plan** as set forth herein.

The requirements included in this proposal are complete. The representations made by BATA herein are accurate, true and complete to the best of our knowledge. BATA prefers to work with only one (1) contact person throughout the proposal process. Please appoint one (1) representative for your firm as your contact for BATA. This person will be responsible for all communications with BATA that relate to this RFP. Additionally, please note that all contact between your firm and BATA must be handled between your representative and the Project Contact. This requirement will be strictly enforced.

Your final proposal must be complete and presented in its entirety. All conditions, terms, costs, charges and fees must be included in the proposal. Should BATA accept your proposal, any terms, conditions, costs, charges and/or fees excluded from your proposal at the time of submission shall remain excluded and will become the responsibility of the winning bidder.

All proposals must be submitted in writing and must be signed by a representative who is duly authorized to make such representations to BATA on behalf of your firm. Your proposal will form the basis of a contract with BATA and should include all elements that, in your judgment, are necessary to meet the requirements of this proposal.

The requirements of this proposal are non-severable. In other words, they may not be separated for the purpose of bidding on a single part of the established requirements. BATA has a strong preference to work with one firm. If, in your judgment, BATA would be better served by a partnership, you may offer that as an alternate proposal, however, you must certify that your proposal meets all other specifications in this RFP. Proposals not following this format will be removed from consideration.

BATA is an Authority created pursuant to the Michigan Public Transportation Act of 1986 P.A. 196, located in Traverse City, (Grand Traverse County) Michigan, and is subject to the laws of the Federal Transit Administration and the Michigan Department of Transportation. Our official address and principal place of business is 3233 Cass Road, Traverse City, Michigan 49684. Additional information about BATA is available at www.BATA.net

BATA is a tax exempt authority, granted such status by the authority of the State of Michigan. Likewise, BATA is exempt from Federal Excise Tax (tax-free registry number: 38-2575895) and Michigan General Sales Tax, under Public Act 167 of 1933 § 4., as amended. **DO NOT INCLUDE MICHIGAN SALES TAX OR ANY FEDERAL EXCISE TAXES IN YOUR QUOTATION.**

SECTION 3
TERMS AND CONDITIONS

1. Due Date & Submittal Instructions: Your complete and entire response to this RFP must be received by BATA in writing on or before **5:00pm. January 5, 2024**. Return one (1) **signed** original and two (2) copies of your response to this RFP. Your response should include all requested and required information, as well as any supporting data needed to complete your response. Late responses and responses received by fax or other means will not be considered. Bidders are solely responsible for confirming that their responses were received in a timely way. BATA will not pay for, reimburse, or otherwise accept any delivery charges incurred by bidders in connection with this RFP.
2. Questions: Questions, uncertainties, noted discrepancies and omissions regarding this RFP shall be submitted immediately in writing to the Project Contact by **5 p.m. December 13, 2023**. Should any reported issues require clarification, written instructions or an addendum to this RFP will be distributed to all potential bidders. BATA will not accept any responsibility for any oral interpretation of the requirements. Bidders should rely only on the written responses of BATA.
3. Notice of Intent (NOI): In order to help facilitate the process of answering questions and distributing any addenda BATA requests that all interested parties submit a NOI to Eric Lingaur via email (lingaure@bata.net) on or before 5 p.m. January 5, 2024.
4. BATA reserves the right to solicit additional information from bidders to aid our determination of the bid that best meets the needs of BATA. If our request for additional information on a proposal is not met in a timely way, BATA reserves the right to reject the proposal as non-conforming.
5. BATA reserves the right to reject or accept any bids, in part or whole; select bidders whose proposals best meet the needs of BATA without respect to the lowest cost proposal; and negotiate terms of the proposal to ensure the best interests of BATA are met. BATA does not assume any contractual obligations or duties as the result of issuing this RFP. No employment relationship will be assumed between BATA and the successful bidder.
6. Bidders are not entitled to use BATA's name, service mark(s), trademarks or trade names without the express written permission of BATA.
7. Conflict of Interest: By submitting a response to this RFP, bidders certify that no actual or potential conflicts of interest exist between the bidder and BATA under this agreement. Each bidder agrees to inform BATA immediately, should a change in conditions occur that would produce an actual conflict of interest or the appearance of a conflict of interest. Further, by submitting a response, bidder certifies that the bidder has neither provided any private inducements or consideration to any BATA trustee, officer, employee, or agent in return for favorable treatment with respect to the award of this proposal, nor accepted any private inducements or consideration from any College trustee, officer, employee or agent in connection with this RFP. Should any such unauthorized transactions be discovered, the bidder will be considered in breach of its agreement with BATA, and the agreement between the bidder and BATA is immediately void. Under these circumstances, BATA will cooperate fully with law enforcement to determine whether such a breach has violated any

laws of the State of Michigan or the United States of America. This clause will survive the termination and/or expiration of this agreement without respect to the cause or reason for a breach of this type.

8. BATA expressly states that the bidder is a supplier or independent contractor of BATA and is not an agent, partner or employee of BATA. The bidder is not entitled to wages, tax withholding, Workers' Compensation, unemployment compensation, or any benefits of employment extended to regular employees of BATA. The bidder is not an agent of BATA, and may not bind BATA to any contracts or represent to anyone that the bidder has any such authority.
9. The laws of the State of Michigan shall govern the interpretation and performance of this agreement. Any action brought to enforce any provision of this agreement shall be brought in the appropriate court in The State of Michigan. All bidders, their successors or assigns expressly agree to bring any claims, demands, or actions asserted against the Board of Trustees of BATA, its trustees, officers, employees or agents only to the Michigan Court of Claims. The bidder, its successors or assigns consent to the jurisdiction of the Grand Traverse Circuit County Court for the State of Michigan with respect to any claims arising under this agreement against BATA.
10. The bidder must comply with all applicable State and Federal OSHA laws, standards and regulations with respect to the performance of this agreement.
11. Evaluation Criteria
BATA will evaluate each bid received using the following criteria, listed here in no particular order of importance:
 - a. Experience with delivering the requirements of the specification.
 - b. Ability to provide service for those items in the specification deemed to require an ongoing service contract of technical expertise, demonstrated or demonstrable with respect to the specification.
 - c. The bidder's ability to satisfy each term and condition fully.
 - d. Compliance with the specifications stated herein.
 - e. Cost (including pricing and price protection).
 - f. References from previous customers for work of similar scope.
 - g. Other factors not specifically expressed here that are relevant to determining which proposal will succeed.

Withdrawing Price Proposals

Proposals may not be withdrawn for ninety (90) days from the time of issue. After ninety (90) days, proposals may be withdrawn by way of a written request directed to the Project Contact. Successor proposals may not be substituted for a withdrawn proposal. Withdrawal of a proposal constitutes disqualification from the bid process, should BATA not render a decision within ninety (90) days of the response due date.

Once the successful proposal has been determined and awarded, either party may withdraw from this agreement by giving the other party at least thirty (30) days' prior written notice of the termination date. Termination or cancellation of this agreement does not affect the collection, enforcement or validity of any accrued obligations between the bidder and BATA.

Once the successful proposal has been determined and awarded, modifications deemed necessary to correct errors found to be the sole fault of the bidder and to satisfy performance of the agreement shall be made expeditiously and at no additional cost to BATA. This clause will survive the termination and/or expiration of this agreement without respect to the cause or reason for the error.

No information, report, etc. developed in connection with this RFP may be reproduced without BATA's prior written consent. No portion of this RFP may be reproduced without BATA's prior written consent.

Insurance Requirements

Selected representative agrees to maintain comprehensive general liability insurance, including contractual liability, with limits not less than \$2 million per occurrence and \$3 million aggregate; professional liability (i.e., blanket crime, employee dishonesty, errors and omissions, etc...) insurance with minimum limits of \$1 million per occurrence and \$3 million aggregate; automobile liability for owned, non-owned and hired vehicles with a combined single limit of \$500,000; and Workers' Compensation to statutory limits as required by the State of Michigan. Company agrees to have the Board of Trustees of BATA added as an additional insured with respect to comprehensive general liability and provide the Authority with 30 days written notice of any material changes in the above insurance. Company shall provide the Authority with a certificate of the above insurance coverage and amounts if awarded the contract.

The successful bidder must perform all work unless BATA specifically approves subcontracting in writing prior to the commencement of any work related to this RFP.

The successful bidder is an independent contractor, licensed and bonded as necessary, and is solely responsible for employment, acts, omissions, insurance, control and direction of its employees. The bidder agrees to indemnify and hold harmless BATA, its trustees, officers, employees and agents from any and all damages, injury, loss, claims, demands, or causes of action in the event that the bidder fails or neglects to provide appropriate insurance coverage for its employees while working in performance of this contract at Bay Area Transportation Authority, including but not limited to payment of any claims.

Any personal injury to the bidder, its successors, assigns, employees, agents, subcontractors or third parties or any property damage incurred in the performance of this agreement shall be the responsibility of the bidder. The bidder agrees to restore or make whole any loss of or damage to the property of Bay Area Transportation Authority incurred during the performance of this agreement.

Bidder agrees to accept BATA's standard payment terms, which are Net 30. All items on the bidder's response will be itemized, and all charges and discounts shall be clearly shown.

All responses to this RFP become the sole property of BATA and are subject to Freedom of Information Act requests.

SIGNATURE PAGE

THIS SIGNATURE PAGE MUST BE RETURNED TO ENSURE A VALID PROPOSAL. PROPOSALS SUBMITTED WITHOUT THIS SIGNATURE PAGE CAN BE RENDERED INVALID. BAY AREA TRANSPORTATION AUTHORITY'S STANDARD TERMS AND CONDITIONS SHALL APPLY.

TERMS: NET 30 **E.I.N.** _____

COMPANY NAME: _____ **SIGNATURE:** _____

PRINTED NAME: _____ **TITLE:** _____

PHONE#: _____ **FAX#:** _____

FEE PROPOSAL (Monthly or Length of Agreement): \$ _____

HOURLY FEE STRUCTURE: \$ _____

(May attach as a separate sheet.)

PAYMENT SCHEDULE: _____