

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 economic concerns. Ninety-five percent of those using public transit in the U.S. are carried by APTA members.

APTA is the premier trade association and authoritative voice of the public transportation industry in North America. Its membership totals more than 1,500-member organizations that includes bus, heavy rail (subway) 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, including ride sharing services (i.e. Uber and Lyft), academic institutions, and public interest groups.

As a part of APTA's Research, Communications and Advocacy (RCA) program, APTA's Communications department leads the grassroots, public relations and advertising outreach that supports the research and advocacy work of the association. Through advocacy communication efforts, APTA serves as the leading voice and advocate for the public transportation industry.

Situation Analysis:

America is experiencing a culture change in how people see, think, value and act towards transportation. This attitudinal shift presents a great opportunity and challenge for public transportation providers. New technologies, data capabilities and business platforms have disrupted the face of transportation, rapidly changing how people move and what the concept of mobility looks like. Ride-hailing and ride-sharing companies have expanded mobility options, and autonomous vehicles will bring a whole range of opportunities for consumers because public transit and other providers will leverage this technology to reduce operational costs, particularly when combined with electrification. In addition, mobility options that include the modal entities above as well as options like car share, bike share, scooters and customer expectations (e.g. on-demand service, integrated access through a single app, and WiFi) and other emerging technologies will uniquely position public transportation to pivot as the backbone, the mobility manager, and integrator of a multi-transit environment.

At the same time, public transportation agencies must continue to deliver reliable and safe service to millions of passengers every day. The challenges are great – from meeting new federally-mandated safety requirements, to planning for future demand, to addressing a \$90 billion backlog of state of good repair needs.

To meet today's demands and to prepare for a new future, the public transportation industry depends on federal, state, and local funding. This makes advocacy – promoting the industry's interests and securing necessary funding in Washington, DC – APTA's most important priority.

Current Campaign

APTA's current campaign, which has been in place over the last five years, is "*Where Public Transportation Goes, Community Grows.*" This campaign emphasized that public transportation drives economic growth and provides a vital connection for people from all walks of life. It emphasizes the link to jobs and opportunities and how public transit is a catalyst for development and increases property values. It highlights the point that public transit benefits *ALL* Americans, whether they use it or not. The campaign was launched during a period of public transit ridership growth, which is now at 10 billion trips per year. However, over the last three years there has been a cyclical decline in ridership while the long-term trajectory may still be on the upswing.

The current and the new campaign will work closely with our online grassroots program, the *Voices of Public Transit*. This VPT program currently has 220,000 advocates nationwide in every Congressional district in the country. We will continue to grow the number of advocates, educate and mobilize them at key times to support our advocacy efforts. In addition, the APTA sponsored *Center for Transportation Excellence* works in sync with APTA's overall campaign. CFTE focuses on assisting transit coalitions on the state and local level to help pass ballot initiatives and other state and local transportation funding measures.

Statement of Purpose

With the explosion of new mobility options and technologies as an evolving backdrop, we are now entering the run-up to the Fixing America's Surface Transportation (FAST) law expiring on September 30, 2020. APTA seeks a Communications firm to help put together a nation-wide multi-year campaign leading to the successful passage of new surface transportation legislation. In addition, this will include employing a pro-active advocacy communications strategy that addresses some of the following issues:

- Outreach regarding U.S. Senate and House Transportation Appropriations.
- Provide outreach support for a nationwide "rally" day for APTA members and public transit supporters.

- Address potential hurdles such as the insolvency of the Transportation/Highway Trust Fund and the lack of support for a sustainable funding mechanism.
- Continued support for the Capital Investment Grant (CIG) program and funding for public transit new start programs.
- Effective use of third-party allies, including the business community and special interest groups.
- Opportunities for APTA's president and CEO to increase his profile and influence.
- Outreach tools targeted to all key congressional committees in the U.S. Senate and House of Representatives, as well as to newly-elected members of Congress.
- While the focus is primarily on Federal issues, possibly assist with some impactful state and local issues.
- In short, federal funding for public transportation depends on educating members of Congress and creating effective messages that will resonate with opinion leaders, legislators, and policy-makers.

Scope of Work

The Communications firm will undertake the following assignments:

1. Assist in developing a strategy for a national earned and paid media campaign focused on Congress, the media, the public and other stakeholders.

- The first step will be to conduct message testing research to help inform the direction of the campaign. *(Note under the "Cost of Proposal" section, we are asking the communications firm to propose the research cost as a separate line item).*
 - Please indicate your research strategy, approach and timing. Your strategy should include engaging APTA membership.
- Work with APTA to develop a comprehensive strategy template for the outreach effort.

2. Work with APTA to identify, plan and implement a strategy that has the best and most effective use of resources. The various communication tactics could include but is not limited to the following:

- Working in conjunction with APTA, the firm will suggest and implement PR activities which could include press conferences/ news events, writing letters to the editors/ op-eds, podcasts, blogs, infographics, social media, engaging online, radio, TV reporters, and other tactics.
- Develop paid advertising campaign which could include development of advertising creative, online publication buys, social media ad buys, sponsored content and other tactics.

- Leverage APTA communication platforms to include website, YouTube channel, and various social media platforms.
- Help mobilize APTA members and or coalition partners in participating in PR and or advertising outreach efforts.
- Conduct PR outreach for new research and information on public transit issues created by APTA's Research Communication and Advocacy program.
- Develop online and print collateral and information targeted to Capitol Hill and other influentials.
- Please provide new technologies or other techniques that may be effective but not mentioned in this RFP.

Requirements for Submission

We are seeking a Communications firm with proven capabilities and relevant experiences to perform the above tasks and who can work in partnership with APTA, its members and coalition partners to develop the most effective nationwide outreach effort possible. Please provide strategies and initial creative ideas and execution about how you would approach this assignment, including specific communications methods and tactics and measurement, and how you would allocate the budget among the tasks. Also include experience with similar campaigns with membership/mobilization efforts and your experience with the use of the internet and social media outreach.

In addition, please provide the following information about your firm's capabilities and past experiences:

- An overview of the firm capabilities.
- Relevant experience on similar advocacy communications campaigns, especially those targeted at Congress, the media, and the public.
- Examples of experience in mobilizing association members to participate in outreach efforts.
- Examples of creating and implementing advocacy advertising.
- Three examples of an advocacy communication campaign you created comparable to our budget range, and the results received. Also include any experience with social media as a part of a campaign.
- Potential conflicts of interest.
- Key personnel who will work on the account.
- Detailed cost proposal
- Three references.

Cost of Proposal

This contract is for 2 years with a budget of \$2.5 million. When submitting the proposal, assume that this amount should cover staff time, media buys, as well as tactics and tools used for the effort. The contract will begin on or about **December 15, 2018** and end in the month of December 2020 with the option of extension to another two years based on performance.

Please provide a separate line item cost for message testing research.

Submission Instructions

In accordance with the provisions of this RFP, APTA will evaluate the submittals. The final selection, if any, will be the Proposer, which in the discretion of APTA, best meets the requirements set forth in this RFP and is determined to be the most highly qualified for the services requested.

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 RFP.

Responsive submittals will be evaluated based on the following criteria:

1. Outreach Campaign, and innovative approaches —5 points.
2. Experience and Technical Competence—3 points.
3. Record of Past Performance & Project Examples—2 points.
4. Utilization of Budget – 2 points.

Process Schedule

- RFP Questions' Conference Call: November 2 at 11 am ET (Call in information will be provided at a later date). All questions will be answered at this time.
- Submittals are due to APTA by midnight November 16, 2018.
- Selection of Finalists by November 27, 2018.
- Interviews with Finalists the week of December 3.
- Final selection of firm will occur on or about December 15.
- Work to begin soon after selection.

Point of Contact: Please address your submission via email to: Mantill Williams
Director, Advocacy Communications, American Public Transportation Association
mwilliams@apta.com; (202) 496-4869.



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 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.