



Request For Proposal (RFP)
Governmental Relations/Marketing Professional Services

KRT RFP – 2022 Governmental Relations/Marketing

KRT
1550 4th Avenue
Charleston, WV 25387

Mailing Address:
KRT
PO Box 1188
Charleston, WV 25324

December 29, 2022

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PART 1: GENERAL INFORMATION

1.1 Agency Information

Request For Proposal (RFP) Name and No: KRT RFP – 2022 Government Relations/Marketing

Procuring Agency: Kanawha Valley Regional Transportation Authority

Address: 1550 4th Avenue
Charleston, WV 25387

Project Manager: Sean Hill
Phone / Fax: (304) 343-3840 / (304) 343-3877

1.2 Background and Objectives

Background

Kanawha Valley Regional Transportation Authority (KRT) is a public transportation authority created in 1971 by Kanawha County and the City of Charleston. KRT is funded through property taxes, fare revenue, state and federal grants, advertising, and other miscellaneous revenue. KRT operates 20 Monday – Sunday routes with a fleet of 49 fixed route vehicles and 14 paratransit vehicles. KRT's fixed route 2021-2022 annual ridership was roughly 1 million unlinked passenger trips. KRT is seeking to contract with a vendor to provide marketing and government relations support.

Objectives

KRT is seeking proposals from qualified entities for Marketing and Governmental Relations to work collaboratively as a partner in producing successful advertising and marketing services, and to promote public policy initiatives.

1.3 Scope of Work

Contract awardees will work with KRT to help advertise creative, management, and placement for new and existing KRT initiatives. Awardees will provide public relations support, press release drafting, and coordination. Miscellaneous graphic and video design support will also be expected. Awardees will act in their capacity as registered lobbyists with the West Virginia Ethics Commission to track legislation of interest to KRT.

1.4 Key Dates

<u>Event</u>	<u>Date</u>	<u>Time (EST)</u>
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Request for Proposal Issued	12/29/2022	
Proposals Due	1/13/2023	4:00 PM
Evaluation of Proposals	1/14/2023-1/17/2023	
Intent to Award	11/19/2022	
Project Completion	12/31/2023	

KRT reserves the right to change the schedule or terminate the selection process at any time at KRT's sole discretion. Notice thereof will promptly be provided to parties on the KRT's RFP responders list by e-mail if available and by letter if not.

PART 2: INSTRUCTIONS TO PROPOSERS

2.1 Proposer's Representation

By submitting a proposal, the proposer represents that:

1. The proposer has carefully studied the Proposal Documents. The proposer understands the proposal documents, and the Proposal is entirely in accordance with the requirements of those documents.
2. The proposer has thoroughly examined the rideonkrt.com site, has become familiar with KRT services that might directly or indirectly affect the contract work, and has correlated its observations with the requirements of the proposed Contract Documents.
3. The Proposal is based on the materials, design, and services required by the Proposal Documents without exception.

2.2 Proposal Documents

- a. Copies –
 1. Copies of the Instruction to Proposers can be obtained online at www.rideonkrt.com or in person at 1550 4th Ave. Charleston, WV 25387 or request by e-mail at seanhill@rideonkrt.com
- b. Interpretation or Correction of Proposal Documents -
 1. If any proposer, in their study of the Proposal Documents, is in doubt about the true meaning of any part of the Document or finds errors, discrepancies, or omissions in them, shall request interpretation or correction of those errors, discrepancies, and omissions by the Owner.
 2. Request for such clarification shall be in writing and be received by the Owner four working days minimum before the scheduled proposal opening. The Owner will promptly correct or interpret the portion of the Proposal Documents in question by issuing an Addendum to all proposers. Corrections or interpretations made in any way other than by an Addendum have no validity and shall be deemed unreliable.

3. Suppose errors, discrepancies, or omissions are discovered in the Proposal Documents less than four working days before the proposal opening. In that case, proposers shall prepare proposals based on the order of precedence in the General Conditions.

2.3 Proposal Procedures

- a. Form & Style of Proposal –
 1. Signatures shall be in longhand and executed by a representative of the proposer duly authorized to make contracts.
- b. Submission of Proposals –
 1. Submit a set of one original and four complete copies in an opaque envelope containing: A technical Proposal, Cost Proposal, Contract template, and all required materials. Envelopes shall be sealed, bear the proposer's name, and be addressed as follows:

Kanawha Valley Regional Transportation Authority
Attn: Sean Hill
KRT RFP – 2022 Government Relations/Marketing
1550 4th Avenue
Charleston, WV 25324

2. The proposer's sole responsibility is to see that its Proposal is received at the specified time. Proposals received after the specified time will be returned unopened.
- 3) Submission via electronic mail will be accepted. No oral, facsimile transmitted, telegraphic, or telephonic proposals, modifications, or cancellations will be considered.
- 4) Modification or Withdrawal of Proposal - The proposer has the right to withdraw the Proposal in full by notifying KRT within seven days of the Proposal's due date.

2.4 Form of Agreement Between Owner & Contractor

- a. Agreement Form to Be Used – An example Project Contract and Agreement will be provided to KRT by the Contractor. A review by KRT Legal Counsel will occur, and KRT is requesting an example contract in the Proposal to expedite the review process.
- b. KRT has significant responsibilities, including operating a public transportation system and planning, designing, and programming transportation projects. The KRT Board of Members awards all contracts.
- c. KRT receives funding from both the federal government and the state. Therefore, KRT adopts procurement policies and procedures consistent with federal regulations and the laws of the state of West Virginia.

2.5 Evaluation

The required form of the Proposal and the required proposal attachments are described in Part 4. The Proposal will be evaluated by a committee of KRT personnel and subject matter experts. Proposals will be evaluated based on the following scoring criteria:

1	Project Understanding & Technical Capacity (10 Points Each)	50
	<ul style="list-style-type: none"> • Ability to meet KRT's requirements for the project • Design and operations of approach • Demonstrated understanding of KRT's project approach and needs • Reasonableness of schedule 	
2	Qualifications & Experience (5 Points Each)	20
	<ul style="list-style-type: none"> • Experience in performing work similar in nature and/or related to the work described in the Scope of Work • Demonstrated competence as evidenced by supporting references • Experience working with transit agencies, strength and financial stability of the firm 	
3	References (20 Points)	20
	<ul style="list-style-type: none"> • Satisfaction of three (3) key references 	
4	Cost (5 Points Each)	10
	<ul style="list-style-type: none"> • Reasonableness of cost • Transparency of pricing structure 	

2.6 Responder List

Only those persons who contact the Project Manager by e-mail or in writing will be on the Responders List. The Responder's List is used to send updates and amendments regarding this RFP, and KRT will not automatically send notifications to other outlets. To participate in the Responders List, please contact Sean Hill at: seanhill@rideonkrt.com or send it to 1550 4th Avenue Charleston, WV 25387.

2.7 Conflict of interest

By signing the proposal, the vendor affirms that it and its' officers, members and employees have no actual or potential conflict of interest, beyond the conflicts disclosed in its' proposal. Vendor will not acquire any interest, direct or indirect, that would conflict or compromise in any manner or degree with the performance of its services under this contract. If any potential conflict is later discovered or if one arises, the vendor must disclose it to KRT

2.8 Proposal Due Date

Technical Proposals and All Required Materials are due to KRT no later than January 13, 2023, 4:00 pm to 1550 4th Avenue Charleston, WV 25387, with "KRT RFP – 2023 Marketing/Government Relations" written on the package/email. Technical Proposals that are mailed must arrive by the deadline. Proposals can be dropped off at 1550 4th Avenue Charleston, WV 25387.

2.9 Evaluation of Proposals

Proposers' responsiveness to all required materials will be evaluated, and a 'competitive range' will be determined. KRT intends to have proposal evaluations completed by January 17, 2023, and will notify proposers deemed to not be within a competitive range and will not continue to be considered by KRT.

2.10 Award

The Contractor shall not begin work until the Notice to Proceed letter has been received, which is scheduled to occur on January 19, 2023.

2.11 Project Completion

This project is for professional services which are ongoing, however this contract ends on December 31, 2023.

2.12 Required Proposal Forms

Subcontractor designations, Insurances, Contractor Licenses, and DBE Participation must be submitted with the Proposal for a proposal to be considered responsive. All required forms are contained within the proposal documents and located in Section 4: Required Proposal Forms. Non-responsive proposals may be rejected.

2.13 Owner's Right to Reject Proposals

The Owner reserves the right to reject any or all proposals and to waive any irregularities therein.

2.14 West Virginia Secretary of State

The vendor must be in compliance with the Secretary of State and should provide a copy of their business license with the proposal.

~~2.15 Proof of Insurability~~

~~Proposers must submit a copy of their current certificate of insurance (COI) with their Proposal.~~
Rescinded 1/3/2023.

PART 3: TERMS AND CONDITIONS

3.1 Term of Contract

This agreement shall commence on January 19, 2023, upon execution by both parties and shall be in place until December 31st, with an option to renew two (1) year terms for a total of up to 3 years.

3.2 Independent Contractor

A. The parties intend that this contract will create an independent relationship. KRT is interested primarily in the results to be achieved; the implementation of services will lie solely with the CONTRACTOR. No agent, employee, servant, or representative of CONTRACTOR shall be deemed to be an employee, agent, servant, or representative of KRT for any purpose, and the employees of CONTRACTOR are not entitled to any of the benefits KRT provides to its employees. CONTRACTOR will be solely and entirely responsible for its acts and the acts of its agents, servants, SUBCONTRACTORS, or representatives during the performance of this contract.

B. In the performance of the services contemplated, the CONTRACTOR is an independent CONTRACTOR with authority to control and direct the performance of the details of the work. However, the results of the work contemplated herein must meet the approval of KRT. They shall be subject to KRT's general rights of inspection and review to secure satisfactory completion.

C. CONTRACTOR shall designate a representative to act on its behalf. The said representative shall have full authority to direct all affairs concerning the work performed under this contract.

3.3 Assignment and/or Subcontracting

KRT and CONTRACTOR, each for himself, binds himself, his principals, successors, assignees, and legal representatives of such party in respect of all contract covenants. This contract and all obligations arising thereunder shall not be sold, assigned, or transferred by either party without the previous consent, in writing, of the other party to this contract. The performance of all activities contemplated by this contract shall be accomplished personally by the CONTRACTOR, persons, and SUB-CONTRACTORS identified in the submittal. CONTRACTOR shall not assign or subcontract performance to others unless authorized in writing by KRT in advance. All terms and conditions of this contract shall apply to any approved subcontract or assignment related to this contract.

3.4 Safeguarding Client Information / Trade Secrets or Confidential Proprietary Data

CONTRACTOR agrees that confidential information obtained from KRT shall not be disclosed except upon the written consent of KRT. KRT may withhold from disclosure those portions of the Proposal or bid that the Offeror designates as trade secrets or as confidential, proprietary data by applicable law. The Offeror shall separate information designated as confidential from other non-confidential information at the time of submitting its Proposal or bid.

3.5 Hold Harmless and Indemnification

A. CONTRACTOR expressly agrees to indemnify and hold harmless KRT. All of its officers, employees, agents, or otherwise from any loss, damages, costs, charges, or expenses, whether to persons or property, including any costs, expenses, or attorney's fees in defense of any claims, therefore, which KRT may incur because of any act, action, neglect, omission or default on the part of CONTRACTOR; provided, however, as to any liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of KRT and/or its agents or employees and CONTRACTOR or its agents and employees. This section is valid and enforceable only to the extent of the CONTRACTOR's negligence.

B. In case any suit be brought against KRT on account of any negligent act, action, neglect, omission, or default of CONTRACTOR, CONTRACTOR hereby covenants to assume the defense thereof and pay any costs, charges, attorney's fees, and other expenses and CONTRACTOR shall pay any judgments that may be incurred by or obtained against KRT, except any judgments for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of KRT and/or its agents and employees, and except in the case of a judgment for liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of KRT and/or its agents or employees, and CONTRACTOR and its/his agents or employees, the obligation of CONTRACTOR shall be limited and enforceable only to the extent of CONTRACTOR's negligence.

C. It is further provided that no liability shall attach to KRT because of entering into this contract, except as expressly provided herein.

3.6 Contract Changes

Either party may request changes to the scope of services and performance to be provided hereunder; however, no change or addition to this contract shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made a part of this contract.

3.7 Licensing in Compliance with Laws and Regulations

CONTRACTOR agrees to comply with all applicable federal, state, county, or municipal standards for the licensing, certifications, operation of facilities and programs, and accreditation and licensing of individuals if any.

3.8 Notices

Any notice or demand under, or required by, this contract shall be given in writing and shall be deemed properly given if received in a due and timely course by the party for whom the notice was intended, or if sent by registered or certified mail, postage prepaid, to the intended party in care of the appropriate address below:

Kanawha Valley Regional Transportation Authority
Attn: Sean Hill
1550 4th Avenue
Charleston, WV 25387

3.9 Termination

Default: In the event, that the Contractor breaches the terms or violates the conditions of this contract and does not cure the default within ten (10) business days after receiving written notice of such default from KRT, KRT may immediately terminate the contract, and pursue any legal and equitable remedies available to it against the Contractor.

Notice: Termination shall be affected by serving a written notice of termination on the Contractor setting forth how the Contractor is in default. Service shall be obtained by personal delivery or delivery by mail, registered or certified, postage prepaid with return receipt requested and addressed to the Contractor at the most recent address provided by Contractor.

KRT Options: In addition to any other remedies at law or in equity that are available to KRT, default by the Contractor may result in the Occurrence of one or more of the following:

- a) KRT may complete such contract without further liability to the Contractor for compensation for any labor, supplies, or materials furnished by the Contractor under the contract; and
- b) To the extent applicable, KRT may direct the Contractor to remove any equipment delivered and/or installed by the Contractor and to refund to KRT any amounts paid by KRT to the Contractor, and KRT shall have no further liability to the Contractor; and
- c) KRT may contract to acquire supplies or services similar to those terminated and the Contractor shall remain liable to KRT for any difference in the total costs and expenses incurred by KRT.

Compensation and Liability:

The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed by the manner of performance bargained and outlined in the contract. In addition to any other available remedies, the Contractor, and to the extent applicable, the Contractor's sureties shall be liable to KRT for all costs, loss, or damage incurred for supplies or services to complete the contract.

Termination of Subcontracts:

As directed to do so in the notice of termination, the Contractor agrees to and shall cancel, withdraw, or otherwise terminate any outstanding orders or subcontracts which relate to the performance of this contract. To this effect, KRT shall not be liable to the Contractor nor Contractor's creditors for any expense, encumbrances, or obligations whatsoever incurred after the date of termination.

3.10 Proposal Acceptance or Rejection

KRT reserves the right to reject any or all proposals, to accept or reject any or all items in the Proposal, to waive any informality in the proposals received, and to award the contract in whole or in part if it is deemed to be in the best interest of the KRT. KRT reserves the right to negotiate with any consultant after proposals are opened if such action is deemed to be in the best interest of KRT. In addition to the factors mentioned above, Contractors are cautioned to carefully review all terms, conditions, and specifications of the RFP before submission of proposals. The work may be awarded based on the Contractor's Proposal including the Contractor's qualifications as received and without further discussion.

3.11 Proposal/Bid Protest

Protests will only be considered if they are submitted by an interested party: an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract. All protests shall be filed in writing with the Director of Purchasing and shall:

- Contain the protestor's name, address, and phone number; Identify the procurement at issue; State the factual and legal grounds for the protest; Include copies of any supporting documents; and describe the relief requested.

The office of the Director of Purchasing shall document the date and time of receipt of any protest in the file.

KRT shall give all known potential offerors timely notice of any protest filed and the basis therefore by addendum. The procurement committee shall respond in detail in writing to each substantive issue raised in the protest. A protestor may withdraw its protest at any time before KRT issues a final decision. All protest decisions shall: Be made within fifteen (15) working days of the date the protest is received by KRT; Be made in writing by the General Manager; Clearly state the decision and grounds on which it is based; Be final. The protestor may file a request for reconsideration within five (5) working days of the issuance of KRT's decision, but only if: New information becomes available that was not previously known; or there has been an error in law or regulation.

Protests will be received after the award of a contract.

Protests must be filed within ten (10) working days of contract award. Thereafter, all issues relating to the award of the contract are deemed waived by all interested parties.

The procurement committee shall respond in writing to each post-award protest within twenty (20) working days of the date it is received by KRT. After it is received by KRT, the post-award protest shall be handled in accordance with this Section D and the general protest rules and procedures set forth in section A above.

Upon receipt of a post-award protest, KRT shall suspend performance of the contract at issue until five (5) calendar days after the resolution of the protest unless KRT determines in writing that proceeding to award the contract is justified for urgent and compelling reasons or is in the best interest of KRT because failure to proceed would otherwise unduly delay delivery or performance or otherwise cause undue harm to KRT or the state or federal government.

The contractor/awardee shall be notified of the protest and the basis therefore within one working day after its receipt by KRT.

The contractor/awardee may, at its option, submit a written response to the protest within twenty (20) working days of the date the protest was received by KRT

In order to prevent the improper disclosure of confidential business information, unredacted copies of the protest shall be provided solely to attorneys or other appropriate representatives of the contractor/awardee who have signed and are subject to a confidentiality agreement designed to prevent such disclosure.

Order of Precedence

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) Procurement document and contract schedule;
- (b) General instructions and conditions, representations, and certifications;
- (c) Contract clauses;
- (d) Other documents, exhibits, and attachments; and
- (e) Technical specifications or statement of work.

3.12 Withdrawals and Modifications

Any proposals can be withdrawn or modified in writing by contacting Sean Hill, seanhill@rideonkrt.com, before the closing date.

3.13 Liquidated Damages

a) Delivery delays beyond the contract delivery date will result in added expense to KRT. KRT shall be paid damages for such delay. Because the amount of damage is extremely difficult to ascertain, the Contractor agrees to compensate KRT in the amount of \$300 per day.

b) This amount shall be fixed as liquidated damages that KRT will suffer because of such delay, and not as a penalty.

c) KRT shall have the right to deduct and retain the amount of such liquidated damages from any monies due to the Contractor.

d) The Contractor shall be entitled to a reasonable extension of time for unavoidable delay in delivery due to causes not reasonably foreseeable by the parties at the time of the contract execution, and that are entirely beyond the control and without the fault or negligence of the Contractor, including, but not limited to, acts of god or the public enemy, war or other national emergency making delivery temporarily impossible or illegal, acts or omissions of other suppliers, strikes and labor disputes not brought on by any act or omission of the supplier, fire, flood, epidemics, quarantines, or freight embargoes.

PART 4: REQUIRED FORMS

4.1 Statement of Qualifications Certification

Representation Concerning Offeror's Business Form

The Offeror is a:

- Corporation
- Partnership
- Limited Liability Company
- Sole Proprietorship
- Other: _____

organized and existing under the laws of _____.

Offeror Representative Signature

Offeror Representative Name and Title

Offeror Company

Date

4.2 DBE Form

Representation Concerning Offeror's DBE Status

The Offeror is / is not a Disadvantaged Business Entity as defined under 49 CFR Part 26.

Offeror Representative Signature

Offeror Representative Name and Title

Offeror Company

Date

4.3 Debarment

Debarment, Suspension, and Other Responsibility Matters

1. The Offeror certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
 - (b) Have not within a three-year period preceding this bid/proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; or violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this bid/proposal had one or more public transaction (Federal, State, or Local) terminated for cause of default.
2. If the Offeror is unable to certify to any of the statements in this certification, it must attach an explanation to this certification.
3. The Offeror certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 USC Sections 3801 *et seq.* are applicable thereto.

Offeror Representative Signature

Offeror Representative Name and Title

Offeror Company

Date

4.4 Representation

Proposer's Representation

By the act of submitting a bid for the proposed contract, the proposer represents that:

- The Proposer and all subcontractors they intend to use have carefully and thoroughly reviewed the Drawings, Specifications and other Documents and found them complete and free from ambiguities and sufficient for the purpose intended.
- The Proposer and all workers, employees, and subcontractors the proposer intends to use shall follow all applicable codes and regulations, including but not limited to, the Americans with Disabilities Act (ADA) requirements. To that effect the successful proposer shall be responsible to verify and construct the project in compliance with the above stated regulations and coordinate any installations as required to meet the respective codes. In the event that the project, or any part thereof, is found to be non-compliant, the successful proposer shall be held solely responsible to remedy all found deficiencies at no additional cost to the Owner, or the Owner's employees or agents including Architects, Engineers or Consultants.
- The Proposer and all workers, employees, and subcontractors the proposer intends to use are skilled and experienced in the type of construction represented by the Construction Contract Documents described in bid.
- The proposed figure is based solely upon the Construction Contract Documents and properly issued written Addenda and not upon any other written representation.
- Neither the Proposer nor any of the proposer's employees, agents, intended suppliers or subcontractors have relied upon any verbal representations from the Owner, or the Owner's employees or agents including Architects, Engineers, or Consultants in assembling the bid figure.

Acknowledged:

By: _____

For: _____

Date: _____

4.5 Lobbying

Lobbying Certification

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The Offeror certifies, to the best of its knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in Paragraph B herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (PL 104-65, to be codified at 2 USC 1601, *et seq.*)]
- C. The Offeror shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 USC § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

Lobbying Certification
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The Offeror certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Offeror understands and agrees that the provisions of 31 USCA 3801, *et seq.*, apply to this certification and disclosure, if any.

Offeror Representative Signature

Offeror Representative Name and Title

Offeror Company

Date