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# MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

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## Request For Proposals (RFP) Standard Requirements:

This document contains standard RFP sections which apply to all RFPs for MoDOT’s Organizational Results division. Information in this document must be combined with the “Project Specific Requirements” document to make a complete RFP.

Submitters must complete requirements listed in both this document and the “Project Specific Requirements” document. Selected submitters will be required to complete additional documentation and enter into a contract such as a “Standard Research Agreement” or “Task Order.” Information about documents and agreements can be found at:

[www.modot.org/services/OR/orTemplates.htm](http://www.modot.org/services/OR/orTemplates.htm)

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## **List of Acronyms:**

FHWA	Federal Highway Administration.
MHTC	Missouri Highways and Transportation Commission.
MoDOT	Missouri Department of Transportation.
OR	Organizational Results division of MoDOT.
RFP	Request for Proposals.
FY	Fiscal Year, MoDOT's fiscal year is July 1 to June 30.

## **Introduction:**

The Requests For Proposals (RFP) from MoDOT's Organizational Results (OR) division seek proposals from qualified organizations—namely private consultants, universities, and research organizations—to furnish described services to the Missouri Highways and Transportation Commission (MHTC) as coordinated by OR.

The terms “agreement” or “contract” are used in this document to include “task orders” or other types of agreements as needed. The published RFP and proposals submitted by “applicants” or “consultants” are binding parts of making any final agreements which then authorizes the project work.

## **Contact Persons:**

MHTC's representatives may designate, by e-mail or written notice, other persons having the authority to act on behalf of MHTC as related to RFPs, contracts, and projects.

MoDOT's Organizational Results Contract Administrator is designated, as MHTC's representative for the purpose of administering provisions of the contract. The Contract Administrator is responsible for directing or negotiating any changes in terms, conditions or amounts specified in the contract on behalf of MHTC. Applicants will coordinate activities for MHTC with the administrator identified in the “Specific Project Requirements” document.

MoDOT's project manager is responsible for coordination, oversight and review of performance and deliverables on behalf of MHTC. As the work of the project progresses, the successful applicant will work with and report to the project manager. The project manager will be identified later. Other contacts, such as technical contacts, will be identified. All contacts are subject to change at MoDOT's discretion.

Applicants are expected to identify project contacts and team members when submitting an proposal. Successful applicants are required to notify MoDOT of changes in personnel or contact information.

## **Timeline:**

The timeline of each project will be unique and will be detailed in the “Specific Project Requirements” document. The timeline for the RFP is specified by MoDOT and must be met for fair consideration of all submissions. The timeline for the project itself as listed in the requirements document is MoDOT’s best estimate, and is negotiable as part of proposals and subsequent contracting agreements. Once a contract is agreed to, it will include a finalized timeline for the project.

Projects typically require quarterly reports due in March, June, September, and December during the course of the project. Specific due dates will be determined by the project manager. Quarterly reports are to meet Federal reporting requirements. They need to provide information on project related accomplishments during the quarter. Exceptions may be made when the project is not active for an entire quarter, or when another report is due at the same time as the quarterly report, and provides the needed information. The “Specific Project Requirements” document may specify additional requirements for quarterly reports.

Projects typically require a final report before the end of the contract, and a draft of the final report prior to that. Time is needed between these reports, and between them and the end of the contract for review and feedback. Many projects also require special or interim reports at specified times. In cases where these special reports are to be published, drafts are also required in advance for review and correction purposes. See the “Specific Project Requirements” document for a list of required reports and any special requirements for them.

A template indicating typical report content is available at:

[www.modot.org/services/OR/orTemplates.htm](http://www.modot.org/services/OR/orTemplates.htm)

Contracts typically specify a due date for the final invoice. Monthly invoices are due no later than the 15<sup>th</sup> of each month, and the final invoice is due no later than the date agreed to during contracting. A monthly budget estimate will be required in the final contract and needs to be followed.

The project’s contract period will begin the date the agreement is executed by the MHTC and end on the agreed date, unless otherwise agreed to by the parties. A proposed end date is in the “Specific Project Requirements” document. Unless otherwise specified, the time of day for events is between 7:30 am and 4:00 pm. MoDOT reserves the right at its sole discretion to adjust the schedule as it deems necessary.

## **Typical RFP Events:**

- MoDOT posts “Specific Project Requirements” of the RFP, including due dates to the website: [www.modot.mo.gov/services/OR/orRFP.htm](http://www.modot.mo.gov/services/OR/orRFP.htm)
- Written comments or questions must be submitted to Organizational Results Contract Administrator by the due date.

- MoDOT posts written responses by the due date on the website: [www.modot.mo.gov/services/OR/orRFP.htm](http://www.modot.mo.gov/services/OR/orRFP.htm)
- Written proposals must be submitted to Organizational Results Contract Administrator by the due date.
- MoDOT will notify submitters about selection or, if needed about interviews to finalize selection by the due date.

### **Typical Project Events:**

- Status reports due each quarter during in the project.
- Any interim activities or reports due.
- Draft final report due.
- Final report due.
- Final Invoice due.
- Contract ends.

### **Submissions:**

Proposals must be either hand delivered by close of business, or time stamped / postmarked by midnight (Central Standard Time) on due date indicated in the “Specific Project Requirements” document. Please reference the project’s specific title since more than one project’s RFPs may be due at the same time. Electronic proposals are encouraged. They may be faxed or e-mailed to the Organizational Results Contract Administrator at the contact information provided in the Specific Project Requirements document.

MHTC reserves the right to reject any and all proposals for any reason whatsoever. Time is of the essence for responding to the RFP within the submission deadlines. Failure to submit data specified in this document or the “Specific Project Requirements” document is sufficient cause for disqualification of a proposal from further consideration.

Applicants are advised that all proposals and information contained in or related to them are open to public inspection after the contract is awarded. MHTC does not guarantee nor assume any responsibility whatsoever in the event that such information is used or copied by individual persons or organizations. Therefore, applicants must submit proposals based on such conditions and without reservations.

### **Proposal Content:**

Each proposal must have the “[Proposal and Acceptance](#)” form on or near the front of the proposal. This form requires a signature, which can be signed manually, scanned or otherwise produced electronically. This form is available by contacting the OR Contract Administrator as

indicated in the Specific Requirements Document, or from the web site:

[www.modot.org/services/OR/orTemplates.htm](http://www.modot.org/services/OR/orTemplates.htm)

Each proposal needs to be single spaced with a font size no less than eleven (11) points. The proposal must include a proposed work plan to meet all provisions of the “Specific Project Requirements” document. It must also include any special items detailed in the requirements document.

Proposals need to attach pages listing company references ([Exhibit A](#)) and personnel expertise ([Exhibit B](#)). These exhibits, organizational charts, and resumes are not included in the page limit. Exhibit templates are available by contacting the OR Contract Administrator as indicated in the “Specific Project Requirements” document, or from the web site:

[www.modot.org/services/OR/orTemplates.htm](http://www.modot.org/services/OR/orTemplates.htm)

In order to be awarded the contract, applicants must be able to meet the agreed upon schedule of events as estimated in the “Specific Project Requirements” document, must complete additional contracting forms, and must agree to the appropriate MoDOT contract. Forms and contracts are available by contacting the OR Contract Administrator as indicated in the Specific Requirements Document, or from the web site:

[www.modot.org/services/OR/orTemplates.htm](http://www.modot.org/services/OR/orTemplates.htm)

### **Agreement Requirements:**

The following contract provisions govern all OR’s RFPs. The award of the RFP is subject to a post-award negotiated contract or task order. These same contract provisions are incorporated by reference into the post-award negotiated contract. If parties are unable to agree to terms in the post-award contract, MHTC reserves the right to cancel the award of the RFP and select a different applicant for the award and contract.

**Release to Public:** No material or reports prepared by applicants and related to the project will be released to the public without the prior consent of MHTC’s project manager.

**Components of Agreement:** The agreement or contract between MHTC and the applicant will consist of: A contract (such as the Standard Research Agreement or a Task Order), work plan, budget statements, Annual Worker Eligibility Verification Affidavit, and any written amendments. MHTC reserves the right to clarify any relationship in writing and such written clarification will govern in case of conflict with the applicable requirements stated in the RFP or the applicant’s proposal. Applicants are cautioned that proposals will be subject to acceptance by MHTC without further clarification.

**Ownership of Data and Reports:** All documents, data, reports, exhibits, surveys, photographs and illustrations produced by the applicant at the direction of MHTC’s representatives and information supplied by MHTC’s representatives will remain the property of MHTC. Such content can be published, duplicated, and used by MoDOT without further compensation, royalties, or fees. As such, all data and reports must be provided in a format that

MoDOT can edit, as specified by the project manager such as Microsoft Office formats. Files cannot be locked or password protected. PDFs can be submitted if they are not locked and if the editable source document is available for MoDOT to recreate the PDF, should it be necessary to do so.

**Confidentiality:** The applicant will not disclose to third parties confidential factual matters provided by MHTC's representatives except as may be required by statute, ordinance, order of court, or authorized by MHTC's representatives. The applicant will notify MHTC immediately of any request for such information.

**Conflict of Interest:** The applicant covenants that it presently has no actual conflict of interest or appearance of conflict of interest and will not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services under this agreement. The applicant further covenants that no person having any such known interest will be employed or conveyed an interest, directly or indirectly, in this agreement.

**Insurance:** Prior to contract signing, the applicant may be asked about its ability to provide certificates of insurance which meet, or approach, the following coverage:

- General Liability: Not less than \$400,000 for any one person in a single accident or occurrence, and not less than \$2,500,000 for all claims arising out of a single occurrence;
- Automobile Liability: Not less than \$400,000 for any one person in a single accident or occurrence, and not less than \$2,500,000 for all claims arising out of a single occurrence;
- Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

**Clarification of Requirements:** Any and all questions regarding specifications, requirements, competitive procurement process, or other questions can be submitted either in electronic or written format and directed to the Contract Administrator as identified in the "Specific Project Requirements" document, within the due dates specified in the same document.