

# MPO Institute Request for Proposals

## Addendum: Received Questions and Responses

1. For Section 1.b. The RFP discusses 15-20 modules in the training. Based on existing modules, approximately how many slides are anticipated per module (or how much time is allotted/expected per module)?
  - a. There is no formal slide limit, however typically modules are 15-20 minutes including time spent on interactive exercises. Current modules typically range from 10-20 slides per module depending on the depth of content.
  
2. For Section 1.b.v. The RFP references “Notable practices from other MPOs” as part of the content to be covered in the module. Will original research be expected to identify notable practices or will the staff/review team provide examples to supplement contractor knowledge for this purpose?
  - a. Original research is expected to identify notable practices, with AMPO staff providing examples when able. Notable practices should be short, one to two slides each, highlighting MPOs as an example based on the content. Examples should, when possible, highlight MPOs of varying sizes, administrative structures, and geographic locations.
  
3. For Section 1.d. Who is responsible for recording the narration and handling closed captioning? Will the consultant provide these services or is that handled by AMPO staff or another party?
  - a. The consultant is responsible for narration and closed captioning, using the Articulate Storyline program. Narration is available through an AI reader, and consultants will be able to enter closed captioning via the approved scripts.
  
4. For Section 2. Do you have any insights or estimates on how much effort is involved with this task, especially if there are any big content or structural changes anticipated? Would it be possible to have access to existing modules, slides, or user evaluations to better estimate the amount of effort it would entail? This would help us estimate the budget and timeline more accurately.
  - a. This will be a time and materials-based task including updates to existing material including but not limited to:
    - i. Adding and updating interactive exercises in existing courses

- ii. Updating AI reader narration where needed to correct for pronunciation errors
- iii. Adding content to provide notable practices to existing courses

While the list above provides some actions needed, it is AMPOs intent to use this task as needed.

## APPENDIX A: SAMPLE STANDARD CONTRACT TERMS

### Contract for the Support and Development of Materials for the MPO Institute

This agreement, (“CONTRACT”) is made and entered into this [Day] day of [Month] [Year] by and between the Association of Metropolitan Planning Organizations Research Foundation (“AMPORF”), with its principal office located at 4300 Wilson Blvd., Arlington, VA, 22203, and [Name] with its headquarters at [Address] (“CONTRACTOR”).

#### WITNESSETH:

WHEREAS, AMPORF seeks to secure a contractor to aid in the development of materials for the MPO Institute; and

WHEREAS, CONTRACTOR warrants and acknowledges that it has the necessary qualifications and ability to provide such services; and,

WHEREAS, CONTRACTOR expressed its desire to provide the services.

WHEREAS, AMPORF and CONTRACTOR wish to outline the conditions under which they will work together.

THEREFORE, the parties do mutually agree as follows:

#### **Section 1. STATEMENT OF WORK**

CONTRACTOR shall perform the tasks described in the statement of work attached to this agreement, and any future statements of work governed by this agreement created during the term of this agreement. Unless otherwise specified in the statement of work the terms of this agreement apply to any statement of work governed by this agreement.

#### **Section 2. COMPENSATION AND METHOD OF PAYMENT**

CONTRACTOR shall be compensated for their work described in a statement of work governed by this contract in an amount equal to what is described in the statement of work.

#### **Section 3. ADMINISTRATION OF THE CONTRACT**

For the purposes of this CONTRACT, the Executive Director of AMPORF, or his/her designee, is the AMPORFP Contracting Officer, and is the only party authorized to make changes or amendments in this CONTRACT on behalf of AMPORF. The AMPORF Project Manager shall be Caitlin Cook, AMPO’s Transportation Planning Director.

#### **Section 4. BREACHES AND DISPUTE OF RESOLUTION**

- a. Disputes arising in the performance of this CONTRACT which are not resolved by agreement of the parties shall be decided in writing by the AMPO Executive Director or his/her designee. This decision shall be final and conclusive unless within (10) working days from the date of receipt of its copy, the contractor mails or otherwise furnishes a written appeal to the Executive Director or his/her designee. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director or his/her designee shall be binding upon the Contractor and the Contractor shall abide by the decision.
- b. Unless otherwise directed by AMPORF, CONTRACTOR shall continue performance under this CONTRACT while matters in dispute are being resolved.
- c. Should either party to the CONTRACT suffer injury or damage to person or property because of any act or omission of the other party, or of any of its employees, agents, or others for acts it is legally liable, a claim for damages shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- d. Unless this CONTRACT provides otherwise, all claims, counterclaims, disputes, and other matters in question between AMPORF and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Virginia.
- e. The duties and obligations imposed by the CONTRACT and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by AMPORF or the Contractor shall constitute a waiver of any right or duty afforded to them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

#### **Section 5 WORK FOR HIRE**

CONTRACTOR acknowledges and agrees that all work under this contract constitutes a work for hire and as such any and all rights including but not limited to copyright and patents arising from the work as well as any materials developed or acquired by the CONTRACTOR under this CONTRACT shall be the exclusive property of AMPORF.

#### **Section 6. CHANGES**

- a. Any modification or change in any aspect of this CONTRACT or any statement of work governed by this contract must be accomplished in writing by both parties before it is considered a contract requirement.

b. The parties may, from time to time, propose changes in a statement of work governed by this CONTRACT to be performed by the CONTRACTOR. Such changes, including the material scope of work changes, time schedule and report delivery changes, budget revisions that increase, decrease, or materially change the statement of work's total compensation, must be mutually agreed upon in writing and approved by and between AMPORF and the CONTRACTOR.

#### **Section 7. TERM and TERMINATION**

This CONTRACT shall be effective from \_\_\_\_\_ through \_\_\_\_\_ unless extended by the mutual written agreement of AMPORF and the CONTRACTOR. This CONTRACT may be terminated by AMPORF, in whole or in part, along with any or all of any associated statements of work, at any time by written notice to the CONTRACTOR. If this contract is terminated, AMPORF shall be liable only for payment for services already performed in accordance with the manner of performance set forth in the statement of work, rendered before the effective date of termination.

#### **Section 8. INDEMNIFICATION**

The CONTRACTOR, acting as an independent contractor, shall hold AMPORF harmless from the payment of any and all claims from a third party for loss, personal injury, death, property damage or otherwise, arising out of any act of omission or negligence of its employees or agents in connection with the performance of this work.

#### **Section 9. SEVERABILITY**

It is understood and agreed by the parties that if any of these provisions shall contravene, or be invalid under the laws of the particular state, county, or jurisdiction where used, such contravention or invalidity shall not invalidate the whole agreement, but the CONTRACT shall be construed as if not containing the particular provision or provision held to be invalid in the said particular state, county or jurisdiction and the rights and obligations of the parties shall be construed an enforced accordingly.

#### **Section 10. ASSIGNMENT**

This CONTRACT shall not be assigned, sublet, or transferred in whole or in part by the CONTRACTOR, except with the previous written consent of the AMPORF Contracting Officer or his designee.

#### **Section 11. ACKNOWLEDGEMENTS**

CONTRACTOR acknowledges and agrees that it is bound by the rules and regulations described in attachments A and B of this agreement.

#### **Section 12. ENTIRE AGREEMENT**

This CONTRACT sets forth the entire understanding of the parties and supersedes all previous agreements, whether oral or in writing, relating to the subject matter hereof. This CONTRACT may only be altered, amended, or modified in accordance with Section 6 of this contract.

THE PARTIES hereto have executed this CONTRACT as of the day, month, and year described above.

**ASSOCIATION OF METROPOLITAN  
PLANNING ORGANIZATIONS  
RESEARCH FOUNDATION**

By: \_\_\_\_\_  
Bill Keyrouze, Executive Director

Date: \_\_\_\_\_

By: \_\_\_\_\_  
[Name, Title]

Date: \_\_\_\_\_

**ATTACHMENT A**

**CERTIFICATION REGARDING**

**DEBARMENT, SUSPENSION, AND OTHER**

**RESPONSIBILITY MATTERS**

The prospective vendor certifies to the best of its knowledge and belief that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any department or agency of the District of Columbia;
- Have not within a three-year period preceding this date been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; 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;
- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated above of this certification; and
- Have not within a three-year period preceding this date had one or more public transactions (Federal, State or local) terminated for cause or default.

Vendor understands that a false statement on this certification may be grounds for rejection of any submitted proposal or quotation or termination of any award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both if federal funds are being used to support the procurement.

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Typed Name of Vendor

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Typed Name & Title of Authorized Representative

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Signature of Authorized Representative

Date