

REQUEST FOR PROPOSALS

Meteorological Support for MARC's Ozone Forecasting (SkyCast)

Requested by



January 13, 2023 (Posted)

A. PURPOSE AND INTRODUCTION

The Mid – America Regional Council (MARC), the Metropolitan Planning Organization for the bi-state Kansas City metropolitan area is seeking proposals from qualified firms to produce and disseminate ozone forecasts to the public during the 2023, 2024, and 2025 ozone seasons and to provide occasional reports to the Air Quality Forum – the air quality policymaking body for the MARC region.

B. BACKGROUND

The Mid-America Regional Council (MARC) coordinates the AirQ voluntary air quality program for the five-county, bi-state Kansas City air quality maintenance area. One element of the AirQ program is providing the public daily (March 1 through October 31) ozone forecast, known as “SkyCast”, for the Kansas City region.

C. SCOPE OF SERVICES:

Forecasting: The proposer to this RFP must be prepared to ensure that any staff members assigned to produce air quality forecasts have a detailed understanding of ozone forecasting; knowledge of the underlying issues of transport and dispersion relevant to producing accurate ozone forecasts; have sufficient time availability and meteorological data resources required to produce ozone forecasts; and have contacts and resources to communicate ozone forecast information to all appropriate area media.

Professional services must be provided to generate daily ozone forecasts from March 1 – October 31, during 2023, 2024, and 2025. Throughout the contracting period the ozone forecasts will reflect the revised National Ambient Air Quality Standard (NAAQS) for ozone that the U.S. Environmental Protection Agency (EPA) issued on October 26, 2015 or as may be amended. The ozone forecasts will be based on ranges of ozone concentrations from EPA’s revised Air Quality Index (AQI) as referenced by the National Weather Service at https://www.weather.gov/sti/stimodeling_airquality_faq. Colors and health messages used in the forecast communications will be consistent with those in the AQI.

The proposer will assist in SkyCast evaluations by:

- Keeping a log of meteorological input data used to produce ozone forecasts;
- Compiling actual meteorological data for comparison to input data for ozone forecasts;
- Compare ozone forecasts with actual monitored air quality data;
- Compile forecasting performance statistics; and
- Provide monthly evaluation reports that document satisfactory completion of these activities to MARC.

When forecasted ozone levels and monitored air quality readings do not reasonably correspond, the proposer shall determine whether discrepancies are due to inaccurate input data, unanticipated meteorological changes or due to inaccurate model performance. In consultation with MARC, staff may propose, implement, and document any changes to the eight-hour predictive ozone model.

Communication of Forecasts: During the ozone seasons, the proposer will be expected to communicate daily Air Quality forecasts by 3 p.m. CST via email to MARC, to the person/organization responsible for producing the weather page of *The Kansas City Star*, to other media outlets designated by MARC, RideKC, and others as needed and mutually agreed upon. Furthermore, the proposer will be required to provide a telephone number for use by the media to verify or ask questions about ozone forecasts.

In addition to the local media and organizations identified above, throughout the ozone seasons, forecasts and Air Quality Index results must be updated *daily* on several public outlets. MARC utilizes the EPA’s EnviroFlash notification system which requires submission of the air quality forecast for the following day to the EPA’s AIRNOW website each day before 3pm local time. The actual (Air Quality Index) and forecasted air quality information must also be published to a regional internet site and updated on a regional air quality information phone line (816-701-8287).

To increase regional air quality decision makers' understanding of the nature of Kansas City's air quality problems, the proposer will give presentations at up to two Air Quality Forum meetings annually. The content of these presentations to the Air Quality Forum will be determined by mutual agreement between the proposer and MARC staff.

The proposer will work cooperatively with MARC to find more effective ways to communicate the air quality forecasts to the media in order to optimize the public's ability to understand and effectively use the information and will assist in the development and distribution of educational materials about air quality forecasts. The proposer will also log and prepare quarterly reports of all promotional and educational activities undertaken on behalf of the AirQ Program.

The Following Deliverables are expected under this proposal:

Ozone Forecasts: Produced and communicated daily from March 1 through October 31 in 2023-2025.

Air Quality Forecast Evaluation Reports: Completed and transmitted to MARC within 10 business days of the end of each forecasted month.

Air Quality Index Logs: Kept and transmitted to MARC within 10 business days of the end of each forecasted month.

Promotional/Educational Activity Reports: Completed and transmitted to MARC within 30 business days of the end of each quarter.

G. PROPOSAL SUBMITTAL REQUIREMENTS

To be eligible for consideration an electronic copy of the response to the RFP must be received by MARC no later than **5:00pm** Central Time, **February 1, 2023**.

Submittals are limited to 12 pages. The title page, table of contents and attachments do not count toward the limit, but all written samples, literature/reference lists, client lists, and resumes count. Inclusion of website links to reference similar projects is acceptable. The submittal must use no smaller than size 12, Times New Roman or Arial font.

Submittal packages should be emailed to dnorsby@marc.org as a .pdf document with the subject line "**Ozone Forecasting 2023-2025**". Late submittals will not be considered.

The following items must be addressed in all proposals:

1. **SCOPE OF WORK:** MARC Air Quality program staff has developed work tasks associated with the Scope of Work. The Contractor will be required to comport with the elements as described, but they may expand and/or revise upon the Scope of Work if they feel their recommendations will maximize the cost-effectiveness of providing these services without compromising quality. If deviating from the work tasks as described, respondents must provide a detailed scope of work including specific methodologies and/or approaches on the proposed strategies that will be used to implement those changes in Ozone Forecasting during 2023-2025. Innovative approaches for completion of the Scope of Work are encouraged.
 - A. The name and address of the contracting firm, together with the name, telephone and e-mail address of the primary contact person for purposes of this proposal.
 - B. A listing of all proposed subcontractors, if any.
 - C. See Attachments A, B, C and D.
2. **CONTRACT PRICE:** Proposals should indicate the cost of services to be provided. Also required is a schedule by task of man-hours, equipment, and services. See Attachment B.
3. **QUALIFICATIONS:** Proposals should indicate general and specific qualification of the proposer in disciplines appropriate to this project. A brief narrative (four pages maximum) regarding the firm's

capabilities to carry out this project, including special assets, areas of expertise, analytical tools, and data sources, etc. to which the firm may have access. Proposals shall also include:

- A. A listing and written samples of similar projects undertaken within the last five (5) years, by proposing firm and/or its subcontractors, showing contract amounts, description of work performed, client contact persons, phone numbers, and e-mail addresses;
 - B. Resumes of key professionals staff who will be assigned to this project;
 - C. Description of the workload of individuals assigned to this project during the period of this study. Any reassignment of designated key staff will not occur without mutual consultation and consent by MARC.
 - D. Three References including telephone and email contact information.
4. **DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS AND PARTICIPATION:** MARC’s DBE policy requires that qualified DBE’s be afforded an equitable opportunity to participate in contracts. While there is no DBE goal set for this project, we nevertheless strongly encourage DBE firms to apply to this RFP, and proposers are encouraged to involve DBEs in subcontracts or joint ventures.
5. **CERTIFICATION REGARDING DEBARMENT:** Each proposer is required to certify by signing the “Certification Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion” (Attachment C). “Certification Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion” is a certification that the proposer is not on the U.S. Comptroller General’s Consolidated Lists of Persons or Firms Currently Debarred for Violations of Various Contracts Incorporating Labor Standards Provisions.

Confidentiality of Information Contained in the Proposals Submitted in Response to this RFP. MARC is a public organization and complies with the Missouri Sunshine Law. All proposals and supporting documentation submitted to MARC in response to a RFP will remain confidential until a final contract has been executed. A Proposer shall give specific attention to the clear identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by MARC under the Missouri Sunshine Law requirements. Proposers are advised that, upon request for this information from a third party, MARC is required to make an independent determination whether the information can be disclosed. Information which is claimed to be confidential is to be clearly labeled as “Proprietary”. The Proposer’s entire proposal response package shall not be considered proprietary.

H. SELECTION PROCEDURE

MARC staff and federal/state agency representatives overseeing funding for this contract will review submissions and select the one that best meets the evaluation criteria set forth below. Selection will be made by **February 8, 2023** (contingent upon subsequent approval by MARC’s Board of Directors). MARC reserves the right to negotiate a contract, including a scope of work, and contract price, with any proposers or other qualified party.

This Request for Proposal does not commit MARC to award a contract, to pay any cost incurred in preparation of a response to this Request, or to procure or contract for services or supplies. MARC reserves the right to accept or reject any and all responses received as a result of this Request or cancel this Request in part or in its entirety if it is in the best interests of MARC to do so. Proposers shall not offer any gratuities, favors, or anything of monetary value to any officer, employee, agent, or director of MARC for the purpose of influencing favorable disposition toward either their proposal or any other proposal submitted as a result of the Request for Proposal.

MARC reserves the right to suggest to any or all proposers to the Request for Proposals that such proposers form into teams of consulting firms or organizations deemed to be advantageous to MARC in performing the Scope of Work. MARC will suggest such formation when such relationships appear to offer combinations of expertise or abilities not otherwise available. Proposers have the right to refuse to enter into any suggested relationships. All Proposals submitted hereunder become the exclusive property of MARC.

(Revised 01/10/2023)

I. PROPOSAL EVALUATION CRITERIA

The proposals submitted by each Contractor, Firm, or Contractor Team, will be evaluated according to the following factors, in order of priority:

- A) Specialized experience and technical competence of the contractor and assigned staff relative to the scope of work and task requirements outlined in this RFP (35%)
 - 1) Experience of the project manager
 - 2) Experience of the prime contractor(s) and subcontractor(s)
 - 3) Amount of dedicated time of key staff allocated to the project
 - 4) Experience of other assigned individuals
 - 5) Familiarity with local air patterns and weather conditions on ozone concentrations
 - 6) Established criteria for acceptable accuracy rates by contractor

- B) Project cost, schedule of persons – hour commitment (30%)
 - 1) Total project cost
 - 2) Project schedule and timeliness of products
 - 3) Total person – hour commitment
 - 4) Total hours committed for the project manager

- C) Understanding the nature of the project (25%)
 - 1) Understanding the proposed scope of work
 - 2) General organization and clarity of the proposal
 - 3) General understanding of the regional significance of the project
 - 4) Ability to promote and convey new approaches to information dissemination
 - 5) Understanding Federal, State, and local air quality regulations and the implications ozone forecasting has on public and private business operations

- D) References reflecting previous work experience of the project team and satisfactory accomplishment of contractor responsibilities (10%)
 - 1) Quality of final product
 - 2) Ability to meet work schedules
 - 3) Responsiveness to client input

J. PRESENTATIONS

The project selection team *may* require oral presentations by those firms identified on the short list of proposers. Presentations will be held at MARC or a site designated by MARC. On-site meetings are preferable, but other options will be considered for out-of-region proposers or if weather conditions warrant.

K. CONTRACT AWARD

MARC will notify the selected candidate by telephone, e-mail or in writing. Following verbal notification, MARC will negotiate a standard professional service agreement with the selected candidate. The selected candidate's proposal will be incorporated by reference in the contract. Additionally, MARC will notify, in writing, the candidates who are not selected.

L. PROTEST PROCEDURES

In the course of this solicitation for proposals and the selection process, a proposer (bidder or offer or whose direct economic interest would be affected by the award of the contract) may file a protest when in the proposer's opinion, actions were taken by MARC staff and /or the selection committee which could unfairly affect the

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outcome of the selection procedure. All protests should be in writing and directed to Mr. Ron Achelpohl, Director of Transportation and Environment, Mid – America Regional Council, 600 Broadway, Suite 200, Kansas City, MO 64105. Protest should be made immediately upon occurrence of the incident in question but no later than three (3) days after the proposer receives notification of the outcome of the selection procedure. The protest should clearly state the grounds for such a protest.

Upon receipt of the protest, MARC’s Director of Transportation and Environment will review the actual procedures followed during the selection process and the documentation available. If it is determined the action(s) unfairly changed the outcome of the process, notifications with the selected proposer will cease until the matter is resolved. If the Director of Transportation and Environment determines that the selection process followed appropriate procedures, MARC staff will notify the party filing the protest in writing of such finding.

M. PROCUREMENT SCHEDULE

Activities	Schedule
RFP issued	January 13, 2023
Proposals Due	February 1, 2023 – 5pm
Selection pending MARC Board Approval	February 8, 2023
MARC Board Approval	February 28, 2023
Contract Execution/ Notice to proceed	February 28, 2023
Project Completion	December 31, 2025

N. PROJECT BUDGET

The level of funding for this project will be based on the scope of work with strong preference given for lowest and best qualified bid. MARC is using state and federal money to fund this project. The final level of contractor funding and contract price will be negotiated between MARC and the contractor.

- Estimated project range: **To be determined by proposals**
- Period of Performance – **March 2023 to December 2025**

ATTACHMENT A

1. A copy of MARC's COST/PRICE SUMMARY SHEET has been attached for your convenience Attachment B.
2. Complete the CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION Attachment C.
3. Additional contractual provisions required by state and federal project funders Attachment D:
 - a. Special Attachment No. 1 from KDOT indicates nondiscrimination clauses pertaining to the vendor on this contract.
 - b. Contract Reimbursement for Hotel and Per Diem Policy sets the conditions for reimbursement including the limits for reimbursement. Hotel, travel, per diem and equipment rentals are covered.

ATTACHMENT B
Cost/Price Summary Sheet

Contractor Name		Name of RFP	
DETAILED DESCRIPTION	Estimated Hours	Rate/Hour	Total Estimated Cost (\$\$)
1. Direct Labor (Specify)			
<u>A. Total Direct Labor Cost</u>			
2 Labor Overhead			
Fringe Benefits (what % of Direct Labor)			
Overhead (what % of Direct Labor)			
<u>B. Total of Labor Overhead</u>			
3 Direct Material (I.e. engineering estimates, purchase based on history, cost associated with material) (specify)			
<u>C. Total Direct Material Cost</u>			
4. Material Overhead Cost (specify what rates are included in material overhead any rates not covered in labor overhead, G&A, or Other Direct Cost)			

Cost/Price Summary Sheet (Continued)

<u>D. Total Material Overhead Cost</u>			
5. Other Direct Cost (I.e. computer support, freight, travel, per diem, telephone, Contractors)			
<u>E. Total Other Direct Cost</u>			
6. General and Administration (G&A) (specify)			
<u>F. Total G&A</u>			
7 Subcontractors (denote DBE(s) and percentage of Contract work and price)			
Total Subcontractors			
G. Profit/Net Fee (A + B + C + E + F)/Contract Price			

ATTACHMENT C

**Certification Regarding Debarment,
Suspension, Ineligibility, and Voluntary Exclusion**

This Certification is required by the regulation implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants’ responsibilities. The Regulations are published as Part II of the June 1985, Federal Register (pages 33, 036-33, 043)

Read instructions for Certification below prior to completing this certification.

1. The prospective proposer certifies, by submission of this proposal that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any Federal department or agency.
2. Where the prospective proposer is unable to certify to any of the statements in this certification, such prospective proposer shall attach an explanation to this proposal.

Date

Signed – Authorized Representative

Title of Authorized Representative

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Instructions for Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion:

1. By signing and submitting this agreement, the proposer is providing the certification as set below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT D

Special Attachment No. 1

KANSAS DEPARTMENT OF TRANSPORTATION

**Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas**

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any
amendments thereto, AGE DISCRIMINATION ACT OF 1975, and
any amendments thereto,
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL
JUSTICE IN MINORITY
POPULATIONS AND LOW INCOME POPULATIONS 1994, and any
amendments thereto, 49 C.F.R. Part 26.1 (DBE Program), and any
amendments thereto

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the Regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such ACT, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following “Nondiscrimination Clauses”.

CLARIFICATION

Where the term “consultant” appears in the following “Nondiscrimination Clauses”, the term “consultant” is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

Nondiscrimination Clauses

During the performance of this contract, the consultant, or the consultant’s assignees and successors in interest (hereinafter referred to as the “Consultant”), agrees as follows:

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- 1) **Compliance with Regulations:** The consultant will comply with the Regulations of the U.S. Department of Transportation relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Parts 21, 23 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 2) **Nondiscrimination:** The consultant, with regard to the work performed by the consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) **Solicitations for Subcontractors, including Procurements of Material and Equipment:** In all solicitations, either competitive bidding or negotiation made by the consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the consultant of the consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.
- 4) **Information and Reports:** The consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information, the consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- 5) **Employment:** The consultant will not discriminate against any employee or proposer for employment because of race, religion, color, gender, age, disability, or natural origin.
- 6) **Sanctions for Noncompliance:** In the event of the consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
 - (a) **withholding of payments to the consultant under the contract until the contractor complies, and/or**
 - (b) **cancellation, termination or suspension of the contract, in whole or in part.**
- 7) **Disadvantaged Business Obligation**
 - (a) **Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.**
 - (b) **All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform**

contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.

- (c) The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.**

8) Executive Order 12898

- (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with this Order.**

- 9) Incorporation of Provisions: The consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the consultant may request the State to enter into such litigation to protect the interests of the State.

KDOT POLICY FOR
CONSULTANT CONTRACT REIMBURSEMENT
FOR
HOTEL AND PER DIEM

Attention Contract Partners:

The following policy for hotels and per diem rates will be effective January 1, 2022 for contracts with consultants and sub-consultants statewide.

	Daily Meals (max.)	Per Meal Allowance	Lodging before tax	Max Lodging Addl 50%*
Standard rate for all Kansas locations except Wichita & KC/OP	\$59.00	Breakfast \$8.85 Lunch \$20.65 Dinner \$29.50	\$96.00	\$144.00
Wichita (includes Sedgwick County)	\$64.00	Breakfast \$9.60 Lunch \$22.40 Dinner \$32.00	\$103.00	\$154.50
KC/Overland Park (includes Johnson, Wyandotte, & Leavenworth counties)	\$64.00	Breakfast \$9.60 Lunch \$22.40 Dinner \$32.00	\$123.00	\$184.50

*Prior approval required


No out-of-state hotel bills will be reimbursed without advanced written approval (for prime and/or sub-consultant). An amount above these daily rates or un-approved out-of-state stays will not be reimbursed.

Per diem will be allowed only with overnight travel. Per diem reimbursement/invoicing must be submitted with hotel receipt. Submit company's policy prior to starting work. A summary must be provided with billings recapping costs per day per individual. Please notify your sub-consultants of these rates.

Mileage will be limited to the IRS rate of \$0.560/mile unless the company has audited vehicle usage rates for their company vehicles. Receipts are required for: Airport parking (limited to \$14/day); Tolls, Rental vehicles (economy class only), and Equipment Rentals. Equipment, vehicles, reproduction/printing, CADD, GPS, etc., charged as direct expense must have an audited rate to be used. Direct equipment expenses without an audited rate and "snacks" for meetings will not be allowed.

Reimbursement rates may change as State and/or Federal policies change.

Thank you.



Calvin E. Reed, P.E., Director
Division of Engineering and Design
Kansas Department of Transportation

1/05/2022

Date

C: Pam Anderson, Chief, Bureau of Fiscal Services