



MID-OHIO REGIONAL
MORPC
PLANNING COMMISSION

REQUEST FOR PROPOSALS

AIR QUALITY FORECASTING

The Mid-Ohio Regional Planning Commission (MORPC) is requesting proposals from firms to provide professional services for Central Ohio daily ozone and particulate matter (PM_{2.5}) forecasting for its Air Quality Awareness Program. The two-year contract would begin April 1, 2021 and end March 31, 2023 with an option to renew for a third year – April 1, 2023 through March 31, 2024.

MORPC is a voluntary association of local government communities in the 15-county Central Ohio area. Our organization strives to enhance the quality of life and competitive advantages of Central Ohio by working through local governments and other constituents. A catalyst for change, evidence of MORPC's work is seen every day through planning, programming and services in the areas of housing, transportation, water, land use, economic development, environment, public policy and technology. We assist our local government members by providing innovative solutions for the many challenges facing our growing region.

Consultants interested in being considered must submit a **PDF format copy of their proposal via email** to bwhite@morpc.org with subject line **Air Quality Forecasting Services RFP**. Respondents should expect an email reply within 24 hours of submission. Proposals will be received by MORPC until **5:00 pm (ET), Friday, February 19th, 2021**.

Submit PDF proposals to:

Brooke White
bwhite@morpc.org

All questions must be submitted in writing and should be submitted via email to Brooke White at bwhite@morpc.org. No answers will be given over the phone. Written answers, including any amendments to the RFP if necessary will be posted on MORPC's website. Responses to questions will be posted at <https://www.morpc.org/rfps-rfqs/>

The Mid-Ohio Regional Planning Commission in accordance with Title VI of the Civil Rights Act of 1964 and the related nondiscrimination statutes, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement and all bidders, including minority and disadvantaged business enterprises, will be afforded full and fair opportunity to submit

bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency in consideration for an award.

Neither MORPC nor any member agency of the Commission shall be liable for any costs incurred by the consultant in response to this RFP, or any costs incurred in connection with any discussions, correspondence or attendance at interviews or negotiation sessions.

All materials submitted in response to this RFP shall become the property of MORPC and may be returned only at MORPC's option.

All materials received shall be considered public information and shall be open to public inspection.

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I. OVERVIEW

This is a Request for Proposal to seek a consultant to provide daily ozone and particulate matter (PM_{2.5}) air quality forecasting for the Central Ohio region. MORPC began forecasting for ozone pollution in 2000 and PM_{2.5} in 2003 through a consultant and aims to continue providing this public-health service to the Columbus area.

MORPC's Air Quality Awareness Program educates and alerts individuals, businesses and organizations of the health impacts of air pollution and actions they can take to reduce ground-level ozone and PM_{2.5} in the Central Ohio region. When ozone and/or PM_{2.5} levels are anticipated to reach 101 or higher on the National Air Quality Index (AQI), MORPC issues an Air Quality Alert for the region, and notifies the local media, regional stakeholders and the public in order to protect the community's health and encourage voluntary actions to reduce the formation of ozone and PM_{2.5}. Daily air quality forecasts are provided by MORPC to the media via e-mail, and are also available for the public on MORPC's website at www.morpc.org or by calling the MORPC toll-free air quality hotline at 1-888-666-1009 or other communication strategies as appropriate.

II. SCOPE OF SERVICES

The basic program includes the following tasks:

TASK 1: OPERATING A DAILY AIR QUALITY FORECASTING PROGRAM & REPORTING DATA TO AIRNOW

- Consultant will utilize data from Ohio EPA real-time air quality monitors and meteorological models to generate daily air quality forecasts for both ozone and PM_{2.5}.
- Consultant will have an operational system in place by April 1, 2021 that provides on a daily basis an accurate and timely air quality forecast for the 8-hour average ozone concentration from March through October for the Central Ohio region, which includes the following counties: Fairfield, Franklin, Delaware, and Licking.
- Consultant will also have an operational system in place April 1, 2021 that provides on a daily basis and year-round an accurate and timely 24-hour average PM_{2.5} forecast for the Central Ohio region, which includes the counties mentioned above.
- Consultant will submit daily forecasts to U.S. EPA's AirNow system to generate data for air quality maps and forecasts that can be viewed publicly from www.airnow.gov.
- Consultant will be issue daily forecasts via e-mail to MORPC and others, as determined by MORPC, seven days per week by 1 p.m. and include a five-day outlook of the region's air quality giving the anticipated AQI category for the upcoming five days and a text discussion.
- Consultant will be available by phone for questions from MORPC staff and interviews from media about the forecasted air quality conditions from 10:00 a.m. to 8:00 p.m. EST seven days a week.
- Consultant will provide summary data of monthly forecast activity every month. The summary data are due within seven days of the end of the month. Data should be provided in both Excel table format and as a written and graphical summary in Microsoft Publisher or Word format. Data provided in table format will include the maximum observed AQI for each

day of the month as well as the day of and day before forecast AQI and attributable pollutant for the forecast AQI. It will also include an ongoing listing of Air Quality Alert days. Information in the written and graphical summary will include a recap of the month's activity, an on-going year-to-date chart of AQI days at 101 and higher compared to previous years, and a short text description of the month's activity. Current and historical air quality forecasts and data may be requested by MORPC staff on an as-needed basis in addition to the monthly reports.

- Consultant will evaluate and validate the performance of the forecast models and the overall forecasting program using multiple verification statistics, including reporting on overall accuracy of pollution concentration forecasting as well as the accuracy in predicting high pollution events: false alarm rate (high ozone or PM2.5 did not occur as forecasted during an Air Quality Alert) and probability of detection (forecasts correctly predict high ozone and PM2.5 days). If MORPC requests an evaluation of an Air Quality Alert day when observed AQI levels did not reach 101 or higher, the consultant will produce a summary of the conditions and circumstances resulting in the observed values. MORPC may request a report on the historical accuracy of forecasting services.
- Consultant will work with MORPC staff to produce an annual report that includes an analysis of the ozone and PM2.5 trends in Central Ohio. The report will include information such as a summary of ozone and PM2.5 exceedances, good AQI days, weather conditions relevant to air quality conditions, anomalies, and forecasting accuracy.
- Consultant will attend one on-site or virtual meeting each year with MORPC staff, MORPC Energy and Air Quality Working Group, and/or Board, as well as other interested parties. The visit dates will be determined by MORPC staff and consultant. If no meeting is requested during a calendar year, air quality consulting services to MORPC or its members may be requested in lieu of this sub-task.

TASK 2: PROVIDING WEB-BASED AIR QUALITY DATA

- Consultant will either provide current and historical air quality forecasts and alerts, hourly and historical ozone and PM2.5 data for the Central Ohio region through an API for the purposes of updating MORPC's public oriented web page or the consultant will host and update a public oriented web page designed to report current and historical air quality forecasts and alerts, hourly and historical ozone and PM2.5 data for the Central Ohio region. The data or webpage must be accessible 24 hours a day, 365 days a year except for circumstances out of the consultant's control or, if there is a valid and necessary reason that the webpage or data will not be available, then MORPC will be given 48 hours advance notice.

III. PROPOSAL FORMAT

The proposal must address the following items in the following order. Failure of the proposal to respond to a specific requirement may be a basis for elimination from consideration during the comparative evaluation. MORPC reserves the right to accept or reject any or all proposals.

Each consultant shall submit a formal proposal not to exceed fifty (50) 8.5" x 11" pages (excluding tabs, dividers, etc.) and shall contain the following sections:

A) Cover Letter

- B) Organization, Personnel, Experience & Project Management
 - a. Consultant's Personnel Profile and Corporate Qualifications
 - b. Project Team Availability and Capacity
 - c. Project organization chart showing key personnel, their relationships and affiliations
- C) Consultant's Methodology/Work Plan
- D) List and Description of Deliverables
- E) Project Schedule
- F) Budget or Cost Proposal
- G) MORPC Disadvantaged Business Enterprise (DBE) Goal Compliance/Subcontracting

A.) COVER LETTER

The **cover letter** shall be signed by a representative authorized to legally bind the firm, and include:

- Name, telephone number, and e-mail address of a contact person with authority to answer questions regarding the proposal (ideally the day-to-day project manager for this work).
- Name, address, and phone number of a contact person to be notified regarding contractual issues.
- Identification of the firm as a corporation or other legal entity.
- Will meet the MORPC DBE goal and be signed by a representative authorized to legally bind the firm.

The letter shall state that the proposer:

- Has sole and complete responsibility for delivery of the required services.
- Is presently not debarred, suspended, proposed for debarment, declared ineligible or involuntarily excluded from covered transactions by any federal department or agency or the Ohio Department of Transportation.

B.) ORGANIZATION, PERSONNEL, EXPERIENCE & PROJECT MANAGEMENT

CONSULTANT'S PERSONNEL & CORPORATE PROFILE

Specific background information on key individuals who are anticipated to be assigned to the project should be included, most notably the project manager. The background information on these individuals would emphasize their experience relative to project requirements. A statement concerning the recent related experience of persons from your team who will be actively engaged in the proposed effort should also be included. Attach resumes of the project manager and other key personnel to the proposal. A general resume is not a satisfactory substitute for this information.

Identify similar projects undertaken by your firm or proposed team firms a) within Ohio and b) in other states. Document each firm's actual responsibility on the project. Provide appropriate reference(s), name(s) and telephone number(s).

PROJECT TEAM AVAILABILITY & CAPACITY

Identify the location of the office where the majority of the work is to be performed. Discuss your staff's availability and capacity in the skill classes necessary to accomplish the work contemplated in the work elements as outlined in your technical approach. Specifically, break the staffing down by the number of professionals, technicians, and other specialists and indicate the number of each available for assignment to this project. Provide a list of the firm's present workload relative to capacity and availability to provide the requested services.

The consultant should note that as a condition of the contract the key persons, as defined by MORPC, assigned to the project for its duration must be substantially as represented in the proposal. MORPC reserves the right to cancel the contract and seek damages from the consultant in the event the consultant fails to provide the key personnel substantially as represented in the proposal.

PROJECT ORGANIZATION CHART SHOWING KEY PERSONNEL, THEIR RELATIONSHIPS AND AFFILIATIONS

This section shall provide an overview of each key personnel working on the project and show their relationship to the firm and their affiliations. It shall identify the firm's/team's principal-in-charge and the day-to-day project manager together with their qualifications as well as a brief outline of the potential roles and qualifications of other key personnel. If subcontracts are utilized, the position in the project team and identity of the sub-contractor shall be stated.

C.) CONSULTANT'S METHODOLOGY/WORK PLAN

This section shall indicate the consultant's understanding of the project scope of work, a definition of the scope of the project (including a discussion of the tasks to be performed to accomplish the scope of work), a definition of the final product, and the consultant's approach to the project (including the estimated time of completion for key tasks, phase deliverables, the management organizational chart.

The consultant's proposal shall contain a step-by-step explanation and description of the methodology to be employed and how the methodology addresses MORPC's scope of work. The consultant's proposal shall further contain a detailed level of effort. In addition, please explain any aspect of your method that is unique or innovative.

Also, administrative information, such as the consultant's status reporting procedures and the consultant's approach to effective communication with MORPC personnel and sub-consultants, shall be included.

D.) LIST AND DESCRIPTION OF DELIVERABLES

The consultant's proposal shall list and describe the deliverables for each identified task that are part of the various steps of the methodology. All materials created and submitted throughout the lifetime of the projects related to the contract shall become the property of MORPC. All materials received shall be considered public information and shall be open to public inspection.

E.) PROJECT SCHEDULE

Included as part of the proposal, the proposer shall provide a schedule identifying all tasks and sub-tasks, all deliverables, and time in the scope of work. The project should be completed by January 31, 2023, or January 31, 2024 respectively if the contract is extended. If the consultant believes this will adversely affect the quality of the project, the consultant should explain why.

Proposed Timeline (provided interviews are not necessary to select the consultant)
Proposals due on Friday, February 19th
Selection and initial scope meeting the week of February 22nd-24th
Target to begin work on April 1, 2021

Project Year 1 – April 1, 2021 – March 31, 2022

Each year	Consultant attends virtual meetings to confirm plans for the year with MORPC staff, and to provide a presentation of forecasting services to relevant MORPC committees.
Each month	Consultant submits monthly air quality summary and data capturing number of Air Quality Alerts issued and exceedances for that month, for what pollutant, and at what level, compared to previous years.
April 1, 2021	Contract starts; Begin daily air quality forecasting for PM2.5 and ozone.
October 31, 2021	Ozone forecasting ends.
March 1, 2022	Ozone forecasting begins.
November 2021	Provide annual ozone and PM2.5 recap and report on forecast performance.

Project Year 2 – April 1, 2022 – March 31, 2023

Each year	Consultant attends virtual meetings to confirm plans for the year with MORPC staff, and to provide a presentation about forecasting services to relevant MORPC committees.
Each month	Consultant submits monthly air quality summary and data capturing number of Air Quality Alerts issued and exceedances for that month, for what pollutant, and at what level, compared to previous years.
October 31, 2022	Ozone forecasting ends.
November 1, 2022	MORPC notifies consultant of contract extension for third year, if applicable.
November 2022	Provide annual ozone and PM2.5 recap and report on forecast performance.
March 1, 2023	Ozone forecasting begins.
January 31, 2023	Two-year contract ends if not extended by MORPC.

Optional Project Year 3 – April 1, 2023 – March 31, 2024

Each year	Consultant attends virtual meeting to confirm plans for the year with MORPC staff, and to provide a presentation about forecasting services to relevant MORPC committees
Each month	Consultant submits monthly air quality summary and data capturing number of Air Quality Alerts issued and exceedances for that month, for what pollutant, and at what AQI level – compared to previous years.

F.) BUDGET OR COST PROPOSAL

This proposal must identify separately the costs for the two-year contract period of April 1, 2021 through March 31, 2023. The expected budget for this two year period is not to exceed \$152,040. A third year possible contract extension depending on funding and satisfaction of service is available for the contract period April 1, 2023 through March 31, 2024 with costs identified that should not exceed \$79,821.

This section shall also provide a full description and breakdown of the expected cost for the project. The proposal shall present a breakdown of hours and expenses by task and state fiscal year, the hourly billing rates for team members, and all non-labor expenses expected to be reimbursed this includes all direct labor costs by person or position, overhead costs, non-salary direct costs including any travel time, equipment costs, per diem, printing costs, any fees, subcontractor costs, conversion of data and delivery to MORPC incurred by the vendor/consultant. Total cost shall be indicated, as well as an estimated cost per task based on the tasks identified in the work plan.

If the price proposal is not received when due or if the proposal does not include requested information, that proposal may be dropped from further consideration.

The proposer should be aware that the project is funded with U.S. DOT funds and will be subject to all the requirements thereby imposed. In addition, as U.S. DOT funds are administered by the Ohio Department of Transportation (ODOT), this project will be subject to all requirements imposed by ODOT.

The proposer should be aware that it is the goal of MORPC to process and pay properly prepared and submitted invoices within 60 days, although that is not guaranteed. Improperly prepared and submitted invoices will be returned and will consequently not be processed and paid within the 60-day goal. Proof of payment will be required for all charges included on invoices.

G.) MORPC DISADVANTAGED BUSINESS ENTERPRISE (DBE) COMPLIANCE/SUBCONTRACTING

DBE Firm Participation

Working in cooperation with the Ohio Department of Transportation (ODOT), a 5 percent disadvantaged business enterprise (DBE) goal has been established for this contract per requirements of the U.S. Department of Transportation (USDOT). Respondents are expected to meet or exceed this goal. DBE firms must be certified by a USDOT-authorized certification agency, such as the Ohio Department of Transportation. This section shall include a description of how the contractor will meet or exceed the 5 percent DBE goal. MORPC will expect contractors to meet the DBE percentage included in their contract, and will require ongoing reporting of this percentage during the contract life. MORPC will also include DBE prompt payment requirements in all contracts.

List items of work that are proposed to be subcontracted for this project, the proposed utilization of the sub-contractor(s), the name(s) of the sub-contractor(s), and the percent of work expected to be performed by each. Discuss their qualifications and the basis for their selection

IV. PROCUREMENT PROCESS

RFP TIMELINE

The schedule for the RFP is given below. Dates are tentative and may be modified by MORPC as necessary.

Key Date	Event
February 2, 2021	Proposal is posted on MORPC website for interested parties to retrieve.
February 19, 2021	Completed proposals due to MORPC by 5:00 p.m. EST
February 22, 2021	Proposals will be opened at 10:00 a.m. EST
February 22 – February 24, 2021	Evaluations of proposals.
February 26, 2021	Evaluation Committee makes recommendation.
February 26, 2021	Contact all bidders regarding awards to be made
March 11, 2021	MORPC Board meeting to approve resolution/award contract
March 12, 2021	Contract preparation.
March 31, 2021	Contract finalized.
April 1, 2021	Project begins.

The selection of the project consultant will follow a multi-step process. The first step will be an evaluation of the written proposals using the criteria listed below.

EVALUATION CRITERIA

The evaluation criteria are as follows:

1. General Quality & Adequacy of Response (5 %)

- a. Completeness and thoroughness
- b. Responsiveness to terms and conditions
- c. Overall impression

2. Organization, Personnel, Experience & Project Management (45 %)

- a. Qualifications and experience of proposed personnel, including project manager
- b. Relevant knowledge, skills & experience with the project
- c. Experience working with similar clients
- d. Demonstrated capacity to do the work
- e. Study Area Understanding/Local Presence:
 - i. Familiarity with the study area's characteristics
 - ii. Capacity to locally coordinate and administer the project

3. Technical Approach & Work Plan (45 %)

- a. Clarity and organization in concept development
- b. Quality and quantity of services to be rendered
- c. Approach to scope of work, including the ability to derive creative solutions. Clear description of elements of the work plan:
- d. Addresses expected outcomes:
 - i. Identifies who will do the work
 - ii. Includes realistic & sufficient timelines
 - iii. Includes reasonable & useful reporting timelines
- e. Specialized experience relevant to the work scope

4. Cost/Budget (5 %)

- a. Clarity of budget and congruence with RFP and proposed scope of work
- b. Cost

EVALUATION COMMITTEE

The Committee will conduct the evaluation of proposals and reserves the right to reject any and all proposals in whole or in part received in response to this request. The Committee may waive minor defects which are not material when no prejudice will result to the rights of any other consultants or to the public.

The second step would include oral presentations. Depending upon the relative merits of the proposals, consultants may be invited to give an oral presentation and respond to questions from an interview panel. The second step may be waived if the Committee finds from the evaluation in the first step that one team is clearly more qualified to perform the study than the other teams.

CLARIFICATION INTERVIEWS

At MORPC's option, the consultant may be required to answer questions about the proposal. The purpose of the interview is to provide clarification of information presented in the written proposal. If interviews are necessary, MORPC will contact the consultant's authorized representative to schedule the time, date, and method of interview (e.g. in-person presentation or conference call). The interview will be within two weeks of notification. The interview will be given by the Committee. If in-person interviews are requested, the consultant must comply at no cost or obligation to MORPC. A consultant's refusal to make a presentation as described shall result in the consultant's proposal being rejected from consideration for the project.

SELECTION AND NEGOTIATIONS

Based on the evaluation of the proposals, the most qualified consultant will be selected. If negotiation with the highest ranked consultant fails to result in a mutually acceptable agreement, MORPC will notify that firm in writing of the termination of negotiations. The next highest ranked consultant, as determined by the earlier technical proposal evaluation, will then be invited to enter into negotiations with MORPC. If negotiations again fail, the same procedure shall be followed, with each next most qualified firm until a contract has been negotiated. If the remaining proposals are considered not to be qualified, the notification and selection processes will be repeated.

V. ADMINISTRATIVE & ORGANIZATIONAL ELEMENTS

PROJECT ORGANIZATION

The consultant will work with the Project Manager of MORPC to coordinate routine exchange of data and overall project supervision.

Role of MORPC

MORPC will manage the entire project. MORPC conducts the RFP process and will, together with the Committee and through appropriate approvals, select the consultant to perform the project as described in this scope. MORPC will also provide limited assistance to the consultant in the various tasks of the project scope as described in section II.

Role of the Consultant

The consultant is to provide a technical service as outlined in the described tasks along with cost estimates. The consultant will also refer to their work as an extension of MORPC (i.e. "MORPC Air Quality Forecasters" or "MORPC consultant").

REPORTING

Interim Reports

The consultant shall prepare technical memos at the end of each month and at the end of the ozone season as outlined in the project timeline. Each of these technical memos shall recap the month or year in terms of regional air quality statistics and metrics and forecasting accuracy. The consultant shall prepare presentation materials (display graphics, PowerPoint presentations, and written summaries) at specified milestones throughout the study as suggested by MORPC. The consultant may be requested to present to MORPC's advisory or working groups and/or Board.

Reports shall be provided electronically in a format acceptable to MORPC.

VI. PROPOSAL TERMS & CONDITIONS

Evaluation of Proposal Compliance with Specifications

Understanding that no consultant may completely meet all requirements of the specifications, MORPC reserves the sole right to determine whether a proposal substantially complies with the specifications; accept, negotiate modifications to, or reject the terms of any proposal; and waive the right to accept a part, or parts, of a proposal, unless otherwise restricted in the proposal.

Modification and/or Withdrawal of Proposals

Modifications of a submitted proposal must be received by the designated due date specified. Withdrawal of proposals will be allowed only in those cases in which a written request to withdraw a Proposal is received by MORPC prior to the date and hour for receiving and opening Proposals. In such case, same will be returned to consultant unopened.

Proposer Qualifications

MORPC may require all proposers to submit evidence of qualifications, and may consider any evidence of the financial, technical, and other qualifications and abilities. MORPC will not award a contract to a proposer who, in its opinion, is not fully qualified on the basis of financial resources and responsibility, possession of adequate equipment, personnel, experience, and past record of performance to perform the obligation to be undertaken competently and without delay.

Award of Contract

Each consultant acknowledges that MORPC will use its discretion and judgment in making the final decision and further acknowledges that no claim by the consultant will arise in any way relating to the exercise of that judgment by MORPC. MORPC reserves the right to accept the Proposal deemed to be in the best interest of MORPC or to reject any and all Proposals.

MORPC's Executive Director is the only individual who may legally commit MORPC to the expenditure of public funds. No cost chargeable to the proposed contract may be incurred before receipt of either a fully executed contract or a specific, written authorization to proceed.

GENERAL INFORMATION & REQUIREMENTS

Compliance with US DOT Regulations

The project will be funded from federal transportation funds. Consequently, the consultant must comply with all U.S. Department of Transportation regulations pertaining to federal transportation planning studies and non-discrimination in federally-assisted programs.

Ownership of Products

MORPC will retain the copyright for all data, materials, information, processes, studies, reports, surveys, proposals, plans, codes, scientific information, technological information, regulations, maps, equipment, charts, schedules, photographs, exhibits, software, software source code, documentation, and other materials and property that are prepared, developed or created under or in connection with this project. Therefore the submitter should anticipate that all products of this work effort will become the property of MORPC who will make them available to other government agencies and their contractors.

Deviation Clause

The consultant's attention is called to the condition that, if awarded a contract, the consultants will be required to furnish the particular item referred to in strict accordance with the specifications or descriptions as proposed, unless a departure or substitution is clearly noted and described in the proposal, along with the reasons therefore.

Tax Exemption

MORPC is exempt from the payment of federal excise and transportation taxes levied under the provisions of the Internal Revenue Code. MORPC is also exempt from Ohio State Gross Retail (sales tax). The successful consultants will be furnished with any certificates of exemption required.

MORPC STATEMENTS ON DIVERSITY & INCLUSION

Equal Opportunity

The consultant agrees that it will not discriminate against any employee, applicant for employment, or sub-contractor and that it will take affirmative action to insure that employees, applicants and sub-contractors are treated equally during employment without regard to race, color, sex, gender identification, creed, religion, ancestry, national origin, sexual orientation, disability, genetic information, age, marital/familial status, military status (past, present, or future), limited English proficiency, or status with regard to public assistance.

Disadvantaged Vendors

Disadvantaged Vendors shall have the maximum opportunity to participate in the performance of contracts financed under this solicitation. In this regard, all proposers shall take all necessary and reasonable steps to ensure that minority vendors have the maximum opportunity to compete for and perform any subcontracts. Also, proposing firms are encouraged to notify MORPC if they meet one of the disadvantaged vendor designations, such as Minority Business Enterprise (MBE), Small Business Enterprise (SBE), or Women-owned Business Enterprise (WBE).

CONTRACTING REQUIREMENTS

The following are not part of the proposal requirements but will be requirements in the contract in addition to other contractual requirements. *Please also note that prior to negotiation, the firm selected for negotiation must provide average hourly rates for personnel assigned and a copy of the last audited financial statement.*

Compensation

- A not-to-exceed contract amount based on satisfactory work performed and products and services produced will be entered into after negotiations between MORPC and the selected firm.

Alternative compensation models may be considered.

During contract negotiations, the selected firm must provide individually-priced and prioritized tasks to be completed “if authorized.” The sequencing of work tasks must be done in such a way that successful completion of earlier tasks is not dependent upon the completion of later tasks.

Cancellation

MORPC reserves the right to cancel any contract for failure or refusal of performance, fraud, deceit, misrepresentation, collusion, or any other misconduct on the part of the consultant.

Unresolved Finding for Recovery

The selected consultant affirmatively represents and warrants to MORPC that it is not subject to a finding for recovery under ORC 9.24 or that it has taken appropriate remedial steps required under ORC 9.24 or otherwise qualifies under that section. The consultant agrees that if this representation or warranty is deemed to be false, the agreement shall be void *ab initio* as between the parties to this agreement, and any funds paid by MORPC to the consultant hereunder shall be repaid to MORPC immediately, or an action for recovery may be commenced immediately by MORPC for recovery of said funds.

Covenants of Consultant

The consultant will be required to covenant and warrant the following:

- a) Consultant is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract, supported in whole or in part by the funding sources for this project;
- b) Consultant has not within a three (3) year period had one or more public transactions terminated for cause or default;
- c) Consultant will comply with the provisions of Section 1352, Title 31 of the U.S. Code, which prohibits the use of federal funds to lobby any official or employee of any federal agency, or member or employee of Congress; and to disclose any lobbying activities in connection with federal funds.