

A. PURPOSE AND INTRODUCTION

The Mid-America Regional Council (MARC) Air Quality Program is the regional public education and outreach program for air quality issues in the Kansas City metropolitan area. For more than twenty years, the program has worked to educate and inform residents about air quality issues and actions they can take to reduce individual contributions to poor air quality. Kansas City's main pollutant of concern is ozone and most messaging centers on actions specific to ozone reduction while also highlighting the economic, social and ancillary environmental benefits of recommended actions. The main purpose of the federal funding for this project is reduction in emissions from the transportation sector through mode shift, changes in driving habits and reduced idling.

In an effort to evaluate the program's effectiveness in educating residents and encouraging consequential behavior change, the MARC Air Quality Program seeks a qualified vendor to conduct a statistically valid survey. Respondents will come from a five-county area within the Kansas City region and questions will focus on air quality awareness and the responses residents have toward the air quality information they receive (e.g., actions taken).

B. BACKGROUND

The air quality program has conducted annual surveys gauging public awareness since 2001, using a relatively unaltered survey instrument in order to establish timeline-based trend data. (Survey reports from selected previous years are available online at <https://www.marc.org/document/2024-marc-air-quality-survey-report>.)

C. SCOPE OF SERVICES:

The selected vendor will work with air quality program staff to review and update the existing survey instrument, conduct a random survey across five counties: Johnson and Wyandotte County in Kansas; and Clay, Platte and Jackson County in Missouri and produce those survey results evaluating the effectiveness of MARC's ongoing air quality public education efforts. We are open to proposed changes to the survey itself or the methods used, but these changes must be integrated into the current survey instrument design and be evaluated for statistical significance. Work may only proceed for each annual survey upon written notice following the end of the ozone season on October 31st of 2024, 2025 and 2026.

Annual deadlines for completion of survey services are as follows:

2024 Air Quality final: May 16, 2025,

2025 Air Quality final: April 17, 2026,

2026 Air Quality final: April 16, 2027.

The survey must be translated to and administered in Spanish to accommodate Spanish-speaking members of the community. Please include a separate line item for this work in the cost proposal.

At the conclusion of data sampling, the vendor will provide MARC with a final report with detailed analysis of the regional survey results as well as raw data. A sufficient total number

of survey responses should be obtained to accurately represent the region — weighted by county population, with a minimum of 160 household responses from each of the following counties: Johnson and Wyandotte counties in Kansas, and Clay, Jackson and Platte counties in Missouri. The survey respondents should also closely reflect the overall demographic distribution of the region (age, sex, race, and income level). The survey must have an overall 95 percent confidence level with an overall margin of error of plus or minus 3.4 percent, or better. The report must also include county level statistical analyses with a 95% level of confidence and a precision of at least plus or minus 7.8% while ensuring demographic and location representation.

A vendor representative will attend one meeting of the MARC Air Quality Public Education committee and one MARC Air Quality Forum meeting after completion to report on the results of this work.

The Following Deliverables are expected under this proposal for the years 2024, 2025 and 2026:

Draft Public Awareness Survey Report: May be electronic copy only but must contain raw data and initial analyses. Completed and transmitted to MARC within 10 business days of the end of annual deadlines for internal review.

Final Public Awareness Survey Report: Electronic copy plus three double side printed hard copies of full report including raw data and analysis. Completed by the end of each annual deadline.

Presentation of Survey Results: Up to two presentations of the results of the survey including significant findings and analyses which shall incorporate any changes to the draft which may be necessary. Presentations will be scheduled for dates in the first two weeks of April of each year.

D. PROPOSAL SUBMITTAL REQUIREMENTS

To be eligible for consideration responses to the RFP must be received by MARC no later than **5:00pm CDT, January 29, 2025.**

Please electronically submit proposals to dnorsby@marc.org. The email subject line should read “**2024-2026 AQ Public Awareness Surveys.**” It is the responsibility of the respondent to ensure that electronic proposals are successfully received by MARC staff.

Submittals are limited to 6 pages double-sided, double-spaced pages, including all supporting materials — including a description of the respondent’s experience in conducting behavioral surveys and at least three examples of similar work. Links to online material are acceptable. The submittal must use no smaller than size 11 font. The title page, table of contents and attachments do not count toward the page limit, but all written samples, literature/reference lists, client lists, and resumes count towards the page limit. Late submittals will not be considered and will be returned to submitter unopened.

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 the existing AQ Public Awareness Survey. 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 fax number, and e-mail address of the primary contact person for purposes of this proposal
 - B. A listing of all proposed subcontractors, if any.
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 (two double-spaced 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 after the submittal 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 DBEs 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. **Artificial Intelligence:** Any content produced by generative Artificial Intelligence (AI) on behalf of MARC must be disclosed. This includes (but is not limited to) responses to RFPs, any kind of reports (including progress reports), final reports or documents and artwork/images.

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.

E. SELECTION PROCEDURE

MARC staff and federal/state agency representatives overseeing funding for this contract will review submissions and select those that best meet the evaluation criteria set forth below. Selection of a Contractor shall tentatively occur on **February 14, 2025** and receive final approval upon contract approval by KDOT and consent by the MARC Board on **February 25, 2025**. 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 advantages 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.

E. PROPOSAL EVALUATION CRITERIA

Scoring criteria will include (but are not limited to) completeness of the proposal, ability to meet the required timeline, apparent understanding of project goals and examples of past performance.

The proposal submitted by each vendor 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 demographics necessary to accurately assess regionally representable sampling

- B) Project cost, schedule of persons – hour commitment (30%)
 - 1) Total project cost
 - 2) Project schedule – surveying for raw data as soon as possible, and timeliness of reporting 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 interpret the results of collected raw data within regional context and provide assistance in identification of implications of statistical findings.

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

G. CONTRACT AWARD

MARC will notify the selected candidate by telephone, e-mail or in writing. Following 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 the candidates who are not selected.

H. PROTEST PROCEDURES

In the course of this solicitation for proposals and the selection process, a proposer (bidder of 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 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 available documentation. 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.

I. PROCUREMENT SCHEDULE

Activities	Schedule
RFP issued	January 8, 2025
Proposals Due	January 29 – 5pm CDT, 2025
Short List Announced	February 7, 2025
Interviews	February 12-13, 2025 (if needed)
Tentative Selection	February 14, 2025
Selection Approval by MARC Board	February 25, 2025
Contract Execution/ Notice to proceed	March 1, 2025
Contract Completion	April 16, 2027

J. 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. The anticipated budget for the overall project period is approximately \$75,000.

- Period of Performance – **March 1, 2025 to April 16, 2027**

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:

(Revised 01/10/2023)

- 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