



## Request for Proposals for Consultant Services

# Greater Kansas City Regional Bikeway Plan

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Requested By:	The Mid-America Regional Council
Issue Date:	Thursday, January 2, 2025
Pre-Proposal Meeting	January 9 (9:30 a.m.)
Deadline to Submit Questions (in writing only) (by 5PM CST):	Wednesday, January 15, 2025
Proposal Deadline (by 5PM CST):	Friday, January 31, 2025
Submit Proposals To:	Patrick Trouba (by email: <a href="mailto:ptrouba@marc.org">ptrouba@marc.org</a> )
RFP Point of Contact:	Patrick Trouba (by email: <a href="mailto:ptrouba@marc.org">ptrouba@marc.org</a> )

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# Overview

## Introduction to MARC

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The [Mid-America Regional Council \(MARC\)](#) is a nonprofit association of city and county governments and the metropolitan planning organization for the bistate Kansas City region. Governed by a Board of Directors made up of local elected officials, we serve nine counties and 119 cities. We provide a forum for the region to work together to advance social, economic and environmental progress.

As a voluntary association of local governments, MARC convenes partners and coordinates planning efforts on a wide range of issues that are important to communities in the metro, including aging services, early learning, health care, community development, homeland security, emergency services, the regional 911 system and much more. We work with cities, counties and other entities to identify common objectives and achieve our collective goals. MARC has no taxation or regulatory authority.

MARC is funded by federal, state and private grants, local contributions and earned income. A major portion of our budget is passed through to local governments and other agencies for programs and services.

## Background

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The [Greater Kansas City Regional Bikeway Plan](#) was first developed in a planning effort that was conducted over 2014, culminating in adoption by the MARC Board of Directors in January 2015. The Plan included a proposed eight-county on-street network of bikeways (the “Regional Bikeway Network”), a regional bicycle/pedestrian counting program, a gap analysis, cost estimates, and more. An update to the Plan is needed for several reasons:

- There is little apparent effort to implement the Regional Bikeway Network. In 2023, [MARC staff estimated](#) linear mileage implementation of the planned Regional Bikeway Network routes at about 12%. Other reasons to revise the planned Regional Bikeway Network include:
  - The Network did not anticipate several locations in the region where significant new facilities would be built.
  - The Network included many routes on roads outside of urbanized areas that are unlikely to see implementation by counties.
  - The Network only included on-road (or beside-road) facilities, and did not include any trails on independent rights-of-way, since these were seen as the purview of MARC’s [MetroGreen plan](#). Since local governments and residents consider shared use path trails as “bikeways,” crossover between the networks is advisable.
  - While the Regional Bikeway Network was clearly intended to establish a bi-state, cross-jurisdictional network, there was less clarity about what specifically

distinguished a “regional bikeway” (or a “regional connector”) from a “local bikeway.” More clarity is needed around the role or form of the Network.

- Ray County, Missouri was not within MARC’s transportation planning boundary at the time of the last planning effort.
- The previous Plan performed a gap analysis only in terms of where cycling facilities ended at municipal or county borders. More analysis is needed to identify gaps that are important to local governments and the public, and how they can be implemented.
- The regional bicycle/pedestrian counting program proposed by Appendix C of the Plan was not implemented. Given a different funding landscape, new data sources, new counting technologies, and new thought leadership about how a program would be structured, a new plan for implementation is needed.

Other elements of the plan are available for update wherever the selected Consultant team, MARC staff, and regional stakeholders see an opportunity to add value.

## Schedule

### All dates in 2025.

Issue RFP	January 2
Pre-Proposal Meeting	January 9 (9:30 a.m.)
<b>Deadline to Submit Questions by (in writing only) 5:00 PM (CT)</b>	<b>January 15</b>
Response to Questions (posted on <a href="#">MARC’s website</a> and <a href="#">DemandStar</a> )	January 17
<b>Proposal Deadline by 5:00 PM (CT)</b>	<b>January 31</b>
Proposals Evaluated by Consultant Selection Group	February 3 – February 12
<b>Consultant Interviews</b>	<b>February 28</b>
Negotiate Contract	Early-mid March
Approval of Contract by the MARC Board of Directors	March 25
Project Start	Early April
Estimated Period of Performance	9 months (April – December)

*MARC reserves the right to alter the above schedule as necessary.*

## Scope of Services

The primary goal of this Regional Bikeway Plan update is to **better facilitate implementation of safe and low-stress bicycle facilities in the MARC region, prioritizing interjurisdictional connections**. Anticipated outcomes of implementation of this plan include higher rates of cycling for both transportation and recreation and improved public health through increased

exercise and lower air pollution. MARC is inviting proposals from qualified Consultants to develop an updated Regional Bikeway Plan and to conduct the appropriate public and stakeholder engagement necessary to ensure support for the plan and to identify barriers to its implementation. **Estimated available funds for this project are \$200,000. Consultants should consider the project area as the nine-county MARC MPO region.** The following section outlines the proposed tasks.

Consultants are encouraged to be creative in developing a sound analytical approach to achieve the project objectives. It is encouraged that Consultants propose alternative tasks or revised tasks based on their expertise and experience so long as it aligns with project objectives. The Consultant is urged to be as specific as possible when describing activities that will be performed to support each task.

## Proposed Tasks

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### Project Management & Coordination

Task #	Task/Deliverable
1.1	<p><b>Task:</b> Develop in detail the project schedule. The schedule should not exceed nine (9) months.</p> <p><b>Deliverable:</b> Detailed project timeline.</p>
1.2	<p><b>Task:</b> Work with MARC to identify and recruit members for a steering workgroup which will oversee the plan update. Steering workgroup will meet up to once per month to discuss progress.</p> <p><b>Deliverable:</b> Recruitment of a steering workgroup.</p>
1.3	<p><b>Task:</b> Coordinate kick-off meeting for steering workgroup and monthly meetings thereafter.</p> <p><b>Deliverable:</b> Kick-off meeting and monthly steering workgroup meetings. Written summaries shall be provided after each meeting. The number of meetings, including the kick-off meeting, shall not exceed nine (9).</p>
1.4	<p><b>Task:</b> Monthly progress reporting and invoicing: Consultant team will submit progress reports with each invoice once per month.</p> <p><b>Deliverable:</b> Reports detailing progress on each task, delivered with invoices.</p>

## Existing Conditions + Analysis

Task #	Task/Deliverable
2.1	<p><b>Task:</b> Peer review of other regional-scale bikeway plans and implementation methods to summarize their successes or obstacles relevant to the Kansas City context. Five to ten other regional-scale bikeway plans may be reviewed.</p> <p><b>Deliverable:</b> Memo on other regional plans and their relative implementation.</p>
2.2	<p><b>Task:</b> Analyze and portray the best available data to determine where residents are cycling in the region for both recreation and transportation. If possible, identify areas of recreation/transportation overlap. Data sources may include, but are not limited to, the following, as available:</p> <ul style="list-style-type: none"><li>• Strava Metro</li><li>• Ride with GPS</li><li>• Replica</li><li>• Love to Ride</li><li>• Ride KC Bike (local bikeshare)</li><li>• StreetLight Data</li></ul> <p><b>Deliverable:</b> Public-facing web map of different cycling data. Additional GIS feature class identifying areas of transportation/recreation overlap.</p> <p><b>Note:</b> MARC will provide access to the data sources and capacities it has available.</p>
2.3	<p><b>Task:</b> Collect planned bikeways and trails data from cities and counties in the MARC region.</p> <p><b>Deliverable:</b> GIS feature class in above web map identifying planned facilities.</p> <p><b>Note:</b> This task can potentially be fulfilled by MARC staff. MARC can also provide data it possesses through its planning processes, such as bikeways planned in the Transportation Improvement Program (TIP).</p>

<p><b>2.4</b></p>	<p><b>Task:</b> Perform a gap analysis; identify gaps of a certain distance amid the existing cycling network that, if filled, would result in a more complete cycling network. Identified gaps may include locations both between jurisdictions and within them. Priority may be given to:</p> <ul style="list-style-type: none"> <li>• Gaps for which multiple jurisdictions can partner with each other to complete with continuous facilities, or</li> <li>• Connecting on-street (or beside-street) facilities to independent ROW (right-of-way) trails, or</li> <li>• Connecting to independent ROW trails to each other through on-street facilities, or</li> <li>• Gaps that local governments identify as high priority that also fulfill the above conditions.</li> </ul> <p><b>Deliverable:</b> Map and GIS feature class of identified gaps, report on gaps with reasoning for selections and order of magnitude cost estimates for projects which would close the gaps.</p> <p><b>Note:</b> MARC will provide any available data that can be of use, such as Regional Trails &amp; Bikeways data.</p>
<p><b>2.5</b></p>	<p><b>Task:</b> Identify significant bicycle/transit connection points. Identify both:</p> <ul style="list-style-type: none"> <li>• Significant connection points in the present, and;</li> <li>• Significant connection points expected in the near future, informed by recent and upcoming transit planning.</li> </ul> <p><b>Deliverable:</b> Map and GIS feature class of significant present and future expected bicycle/transit connection points. Memo of methodology.</p>
<p><b>2.6</b></p>	<p><b>Task:</b> Identify “neighborhood bike-shed” areas of up to three (3) miles around community destinations (grocery stores, shopping centers, community centers, medical centers, etc.) that have either existing demand (as revealed by a data analysis) or latent demand (due to the destinations). Analyze common barriers to safe cycling in these areas and the potential of local treatments, such as slow streets, shared use paths, and wayfinding to maximize bicycle travel within the most effective travel range of a bicycle. Map the neighborhood bike-shed areas.</p> <p><b>Deliverable:</b> GIS feature class of neighborhood bike-shed areas and a memo of common barriers and suggestions for treatment.</p>

	<b>Note:</b> MARC will provide any available data that can be of use.
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## Public & Stakeholder Engagement

Task #	Task/Deliverable
<b>3.1</b>	<p><b>Task:</b> Local public agency stakeholder engagement:</p> <ul style="list-style-type: none"> <li>• Hold workshops with public agency stakeholders (engineers, planners, administrators, elected officials) to identify opportunities to cooperate to overcome institutional and/or engineering barriers to facility implementation, maintenance and cost reduction. Consider also the opportunity for workshops to identify and cooperatively address public agency stakeholder concerns with e-bikes and other e-mobility devices.</li> <li>• Group bike rides intended give public agency stakeholders (engineers, planners, administrators, elected officials) an experience of both the lack of cycling infrastructure and of the cycling infrastructure they design or approve.</li> </ul> <p><b>Deliverables:</b></p> <ul style="list-style-type: none"> <li>• Three (3) stakeholder engagement workshops, one in Kansas, one in Missouri, and a third with both KS and MO representatives.</li> <li>• Two (2) stakeholder bike rides, one in Kansas and one in Missouri</li> <li>• Report on local public agency stakeholder engagement, with recommendations for further development of resources.</li> </ul>
<b>3.2</b>	<p><b>Task:</b> General public engagement – survey the public to discern barriers to cycling, especially urban cycling and cross-jurisdictional cycling, for a wide range of users. Results should be as extensive as possible within the budget, but do not need to be statistically significant. <i>Consultant team is encouraged to submit creative ideas and strategies for general public engagement.</i></p> <p><b>Deliverables:</b> Public engagement activities as proposed by the consultant team. Report detailing public engagement efforts and findings, and GIS feature class(es) of if any results are suitable for mapping.</p>



<b>3.3</b>	<p><b>Task:</b> Employer engagement – provide strategies for engaging employers, especially large regional employers, such that they become stakeholders in active transportation efforts.</p> <p><b>Deliverables:</b> Memo of strategies for engaging employers.</p>
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## Network Design

Task #	Task/Deliverable
<b>4.1</b>	<p><b>Task:</b> Develop an updated proposed Regional Bikeway Network (RBN), the purpose of which is to incentivize cross-jurisdictional route implementation through MARC’s planning processes. The RBN should have the following characteristics:</p> <ul style="list-style-type: none"> <li>• Informed by the results of the Existing Conditions and Public &amp; Stakeholder Engagement phases, and the safety analysis of MARC’s separate Safe Streets for All/Vulnerable Road User Assessment planning effort.</li> <li>• Accounts for and includes significant corridors where separated/protected cycling facilities have already been implemented.</li> <li>• Where cycling facilities have not been implemented, prioritizes corridors likely to see cycling facility implementation and those which create interjurisdictional connections.</li> <li>• Does not envision a network with routes that include “bike route” signage, shared lane markings, or “share the road” signage except on low-stress streets. Implementation of the RBN is intended to lower the level of traffic stress for cyclists so that a wider range of residents will feel encouraged to cycle.</li> <li>• Includes independent ROW trails, including those in the existing and planned MetroGreen network, as needed or desired. MetroGreen trails could play a greater role in connecting rural areas to the urbanized metro area.</li> <li>• Where practical, intersects with significant public transit corridors to better facilitate bike-transit connections.</li> </ul> <p><b>Deliverable:</b> GIS (feature class) map of the updated Regional Bikeway Network and memo of methodology.</p>

## Updated Regional Counting Program Plan + Other Recommendations

Task #	Task/Deliverable
5.1	<p><b>Task:</b> Draft an updated Regional Counting Program Plan and make feasible recommendations for implementation to MARC. This plan will account for:</p> <ul style="list-style-type: none"><li>• The use of “big data” (Replica, Strava, Streetlight, bike share, etc.) in combination with automatic counters.</li><li>• The process for building a descriptive bicycle travel demand model with the data sources above.</li><li>• Automatic counter technologies (including AI cameras), estimated costs, and how different technologies can be deployed to count in all different contexts.</li><li>• New research on counting programs, such as <a href="#">Kothuri et al. (2022)</a>.</li></ul> <p><b>Deliverable:</b> Comprehensive plan for implementing a Regional Counting Program.</p>
5.2	<p><b>Task:</b> Review MARC’s Complete Streets Network Assessment (CSNA) tool in regards to its methodology of measuring bicycle “completeness.” Provide recommendations within the framework of the tool.</p> <p><b>Deliverable:</b> Written recommendations for measuring bicycle “completeness” in the CSNA.</p>
5.3	<p><b>Task:</b> Other recommendations – consultant team will make recommendations related to other topics related to MARC’s work:</p> <ul style="list-style-type: none"><li>• <u>Wayfinding</u> – how can MARC’s Regional Wayfinding Plan see increased implementation in support of the updated Regional Bikeway Network?</li><li>• <u>Complete Streets</u> – MARC has a small family of Complete Streets products. How can this Regional Bikeway Plan update support MARC’s Complete Streets efforts, or vice versa?</li></ul> <p><b>Deliverable:</b> Written recommendations related to the subjects above.</p>

## Final Plan Formation

Task #	Task/Deliverable
6.1	<p><b>Task:</b> Collate written deliverables requested above into a final plan document.</p> <p><b>Deliverable:</b> Updated Greater Kansas City Regional Bikeway Plan in PDF format.</p>
6.2	<p><b>Task:</b> Finalize web map with feature classes generated throughout the project to be ready for public-facing display. Work with MARC's Data and Digital Services department to host the map on MARC's GIS account.</p> <p><b>Deliverable:</b> Public-facing data web map.</p>

## Proposals

It is the responsibility of each Consultant, before submitting a proposal, to examine it thoroughly for compliance with the below requirements and request written interpretation or clarifications if needed according to the schedule detailed earlier in this RFP.

- Late proposals will not be considered.
- MARC reserves the right to award this project, to cancel the solicitation, or to reject any and all proposals; whichever is in the best interest of MARC.
- MARC shall not be held liable for any expenses incurred by the respondent in preparing and submitting its proposal and/or attendance at any presentations, requested supplemental material, final contract negotiations or applicable site visits.
- All proposals, including supporting documentation, shall become the property of MARC.

Consultants are invited/encouraged to revise or suggest new Proposed Tasks so long as the final deliverables align with the stated goal of the project and/or the intentions of the listed tasks.

## Content

**A complete and eligible proposal must contain the following information and be submitted in the order shown below.** Please address each section in your proposal submission and divide each section of your proposal by the identifying section headers. Specified page numbers represent the maximum number of pages allowed for each section (section header pages and attachments are not included in the count). Proposals shall not use font sizes any smaller than 12 point. Proposals that do not meet the specified requirements and/or are submitted past the deadline will be considered incomplete and ineligible.

## **Cover Letter: (1 page)**

A single page cover letter shall list the name of the prime consultant and any subconsultants/vendors partnering for this project, briefly outlining expertise/specialization of each organization. Provide a point of contact (name, email address, and phone number) to answer questions and for correspondence relating to the procurement process/progress for this RFP.

## **Section 1: Qualifications & Experience (up to 5 pages)**

Consultant shall demonstrate their knowledge and experience. Describe relevant and pertinent experiences that illustrate why this Consultant has the qualifications to execute this project successfully. Include relevant related project experience withing the last five (5) years. Describe any relevant individual experience/expertise of key personnel proposed for this project.

## **Section 2: Project Understanding & Approach (up to 7 pages)**

Consultant shall describe an approach to undertaking the tasks proposed in the Scope of Services. Consultant shall highlight perceived unique opportunities, challenges, and priorities of this project. Consultants are invited and encouraged to submit and describe additional ideas and strategies to the Scope of Services to enhance the outcomes.

## **Section 3: Schedule & Availability (1 page)**

The schedule should demonstrate how the Consultant intends to complete the work within the timeframe specified in this RFP. At a minimum, the schedule should include a breakdown by tasks, milestones, major deliverables, and critical events. The Consultant will indicate the availability (including percentage of involvement and specific role) of the project manager and other key personnel to complete the work described in this RFP. This page may be oriented in landscape fashion if needed to depict a timeline.

## **Section 4: Resumes (up to 2 pages)**

Consultant shall include brief resumes for proposed key personnel associated with this project.

## **Section 5: Disadvantage Business Enterprise (DBE) Goal Requirement**

This Project is financed in part by funds from the USDOT, particularly through Consolidated Planning Grant funds from FHWA and FTA. Studies funded in part by USDOT are required to follow 49 CFR part 26 Disadvantage Business Enterprise Program (DBE). MARC's DBE policy requires that qualified DBE's be afforded an equitable opportunity to participate in contracts. Proposers are encouraged to involve DBEs in subcontracts or joint ventures. The proposed project has a **minimum DBE goal of 10%**.

Prime consultants must submit, with their proposals, the DBE Contact Goal form in Attachment E-b.

## **Section 6: Equal Employment Opportunity Policy**

Attach a copy of Equal Opportunity Policy (EEO) if firm has more than 50 employees (weblink to policy is acceptable).

## **Section 7: Attachments**

As necessary or applicable, Consultants should copy attachments to this RFP into their proposals and fill them out.

### **Attachment A: Certification Regarding Debarment**

Each proposer is required to certify by signing the “Certification Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion”. “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.

### **Attachment B: Certification Regarding Lobbying**

See Attachment B. Required for prime consultant only.

### **Attachment C: Affirmative Action Checklist**

If applicable, proposers must complete and enclose with their proposal company’s Affirmative Action Plan (see Attachment B Affirmative Action Checklist). Required for all contractors, primary or sub, who have 50 or more employees. If you have 49 or less employees, then please note this requirement doesn’t apply to your firm.

### **Attachment D: Bidder’s List**

All Proposers to this RFQ/RFP shall submit a bidder’s list of all subconsultants (accepted or not accepted) requesting to participate in this project. Proposals without a Bidder’s List will be considered “non-responsive”. Proposers, please submit the “Bidder’s List” form on Attachment D.

### **Attachment E: KDOT Special Provisions**

Includes DBE Contract Goal form.

## **Submission**

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Consultants shall submit, via email, one electronic proposal in PDF format (10 MB max as attachment or provide a secure file sharing link such as OneDrive or Dropbox) to the MARC staff contact listed below. Proposals for this RFP must be submitted by 5:00 PM (CT) on Friday, January 31, 2025.

## Proposal Coordinator

Name:	Patrick Trouba
Email:	<a href="mailto:ptrouba@marc.org">ptrouba@marc.org</a>
Subject Line:	MARC_RBP_2025_RFP_[firm name]
<b>Deadline to Submit Proposal by 5:00 PM (CT)</b>	<b>Friday, January 31, 2025</b>

The above MARC staff contact will acknowledge receipt of proposals. It is the Consultant's responsibility to ensure that the proposal has been received and not blocked by a spam filter or rejected due to file size.

## Communication & Questions

At the issuance of this RFP all questions, clarifications and communication concerning this solicitation shall be submitted in writing via e-mail to the designated Point of Contact below. MARC will not orally or telephonically address any question or clarification regarding specifications or procedures. If a Consultant visits or calls a MARC employee with such questions, they will be instructed to submit any questions in writing via e-mail. The deadline to submit questions or request clarification is by 5:00 PM (CT) on January 15, 2025.

Should MARC receive any questions, those questions and their answers will be posted as a Q&A document to [the RFP page on MARC's website](#) and [DemandStar](#) by January 17, 2025.

### Point of Contact

Name:	Patrick Trouba
Email:	<a href="mailto:ptrouba@marc.org">ptrouba@marc.org</a>
Subject Line:	MARC_RBP_2025_RFP
<b>Deadline to Submit RFP Questions</b>	<b>Wednesday, January 15, 2025</b>

## Pre-Proposal Meeting

MARC will host a pre-proposal meeting for all interested consultant teams to hear a review of the scope and to ask questions and gain clarity around any elements or requirements of this RFP. The meeting will be hosted at the following date and time:

**Thursday, January 9**  
**9:30 – 11:00 a.m.**

This meeting will be held virtually only. **Registration is required** and can be completed [here](#). Questions that are asked in this meeting and the answers to those questions will be posted as a Q&A document to [the RFP page on MARC's website](#), and [DemandStar](#) by January 17, 2025.

## Evaluation & Selection Process

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After the proposal submission deadline, MARC staff will review the completeness of each submitted proposal to verify it meets the specifications and requirements listed in the [Proposal Content](#) section of this RFP. After a completeness check, eligible proposals will be evaluated by a selection committee.

The evaluation and selection process will involve reviewing proposals and conducting interviews. The selection committee will be responsible for evaluating all eligible written proposals and consultant interviews. The selection committee will consist of MARC staff and other stakeholders.

During the evaluation and selection process, MARC and the selection committee reserve the right to request additional information or clarification from proposers or allow corrections on omissions.

The written proposal is the only measurement that will be used to identify Consultants that will be invited for an interview. All proposers will be notified in writing by the Proposal Coordinator whether they have been selected for an interview.

The selection committee will interview a maximum of four (4) Consultants based on the top-rated written proposals. Interviews will be scored based on their own merit aside from the written proposal scores. The selection committee's scores from the written proposals and interviews will be combined to identify the top-rated Consultant.

MARC staff will schedule a meeting(s) with the top-rated Consultant firm to finalize the scope and negotiate a contract. If negotiations are unsuccessful, MARC staff will terminate negotiation efforts with the top-rated Consultant and open negotiation with the second-highest rated Consultant. This process will continue until negotiations are successful.

## Proposal Evaluation Criteria

Proposals will be evaluated based on the following rating scale and criteria:

Criteria	Weight
Project Understanding & Approach	x4
Experience & Technical Competency	x3
Availability & Schedule	x2
Proposal Quality	x1

Rating Scale: 1 = Poor, 2 = Fair, 3 = Good, 4 = Excellent, 5 = Superior

Maximum score of 50

**1. Project Understanding & Approach:** Proposal shows an understanding of the project principals and objectives. Includes the Consultant's proposed methodology and activities, desired results, and expected outcomes/outputs. Consultant proposals shall demonstrate innovative ideas and efficient approach that accomplish objectives set forth in this RFP.

**2. Experience & Technical Competency:** Proposal reflects the Consultant’s relevant experience and technical capabilities in safety and transportation planning necessary to successfully execute the work set forth in this RFP. The Consultant and/or individuals who will be assigned to this project have applicable and relevant experience.

**3. Availability & Schedule:** Proposal includes a detailed schedule and includes tasks, deliverables, and milestones. The proposal demonstrates the Consultant’s ability to meet the project schedule and indicate all other projects being worked on by key personnel, percentage of involvement and role in those projects.

**4. Proposal Quality:** Proposal is a well-written, straightforward, and concise document with high-quality graphic/images.

## Interview Evaluation Criteria

The Consultant interviews will consist of a 20-minute presentation given by the Consultant (proposed key personnel) to the selection committee followed by a 25-minute questions and answer session with the committee. Interviews will be evaluated based on the following rating scale and criteria:

Criteria	Points
Qualification & Project Approach	10
Opportunities, Challenges, & Priorities	10
Public Engagement Approach	10

Rating Scale: 1-2 = Poor, 3-4 = Fair, 5-6 = Good, 7-8 = Excellent, 9-10 = Superior

Maximum score of 30

**1. Qualification & Project Approach:** Demonstrate why Consultant believes it is especially qualified to undertake this project. Consultant should take care to include any special approaches, innovating solutions or concepts developed for this project. Demonstrate Consultant’s familiarity, experience, and resources in regard to the proposed tasks.

**2. Opportunities, Challenges, & Priorities:** Demonstrates an understanding of the opportunities, challenges, and priorities of this project for the 9-county MARC region.

**3. Public engagement approach:** Details a proposed approach to public outreach and engagement including process, meetings, tools and techniques to be utilized for engaging the community and key local government stakeholders in this project.

## General Information

### U.S. Government System of Award Management

All selected proposers must be registered in the U.S. Government System of Award Management system **by the proposal submission deadline.** <https://sam.gov/content/home>



## **Artificial Intelligence Policy**

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Any document or product that has any kind of 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.

## **Open Records Act and Proprietary Information**

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The Mid-America Regional Council (MARC) is a public organization and is subject to the Missouri Open Records Act (Chapter 610, RSMo). All records obtained or retained by MARC are considered public records and are open to the public or media upon request unless those records are specifically protected from disclosure by law or exempted under the Missouri Sunshine Law. All contents of a response to a Request for Bids, Qualifications, Proposals or information issued by MARC are considered public records and subject to public release following decisions by MARC regarding the bid request. If a proposer has information that it considers proprietary, a bidder shall identify documents or portions of documents it considers proprietary, or other information that is protected from public disclosure by law, which is contained in a Proposal. After either a contract is executed pursuant to the Request for Bids, RFQ or RFP, or all submittals are rejected, if a request is made to inspect information submitted and if documents are identified as “Proprietary Information” as provided above under Missouri Sunshine Law, MARC will notify the proposer of the request for access, and it shall be the burden of the proposer to establish that those documents are exempt from disclosure under the law.

## **Summary of Attachments**

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- A. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- B. Certification Regarding Lobbying
- C. Affirmative Action Checklist
- D. Bidder’s List
- E. KDOT Special Provisions

# Attachment A

## **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

.....

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 B

## CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersign, to any person influencing or attempting to influence an officer or employee of a federal agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for attempting to influence an officer or employee of any federal agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal or Federally assisted contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- 3 The undersign shall require that the language of this certification be included in the award documents of all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 32, US Code and 28 CFR Part 69. Any person who fails to file the required certification shall be subject to a civil penalty of not less that \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
(Name of Entity)

\_\_\_\_\_  
(Name and Title of Authorized Official)

\_\_\_\_\_  
(Signature of above Official)

\_\_\_\_\_  
(Date)

# Attachment C

## Affirmative Action Checklist

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Federal regulations require that any firm of 50 or more employees soliciting an assisted federally funded contract must have an affirmative action program. If applicable, please provide a brief response to the following items that would typically be covered in any such program. You may provide a copy of your program and reference appropriate pages.

1. Date plan was adopted
2. Name of Affirmative Action Officer
3. Statement of commitment to affirmative action by the chief executive officer
4. Designation of an affirmative action officer, of assignment of specific responsibilities and to whom the officer reports.
5. Outreach recruitment
6. Job analysis and restructuring to meet affirmative action goals
7. Validation and revision of examinations, educational requirements, and any other screening requirements.
8. Upgrading and training programs
9. Internal complaint procedure
10. Initiating and insuring supervisory compliance with affirmative action program
11. Survey and analysis of entire staff by department and job classification and progress report system
12. Recruitment and promotion plans (including goals and time tables)

# Attachment D

## Bidder's List

Firm name	Address	DBE or Non-DBE	NAICS for Scope	Race or Gender of majority owner		Age of firm		Annual Gross Receipts (in millions)	
					African American		1 - 3 yrs		Less than \$1
					Asian-Pacific Americans		4 - 6 yrs		\$1 - 3
					Hispanic American		7 - 10 yrs		\$3 - 6
					Native American		10+ years		\$6 - 10
					Subcontinent Asian-Pacific Americans				Over \$10
					Women				
					Other				
					Non - minority				

Firm name	Address	DBE or Non-DBE	NAICS for Scope	Race or Gender of majority owner		Age of firm		Annual Gross Receipts (in millions)	
					African American		1 - 3 yrs		Less than \$1
					Asian-Pacific Americans		4 - 6 yrs		\$1 - 3
					Hispanic American		7 - 10 yrs		\$3 - 6
					Native American		10+ years		\$6 - 10
					Subcontinent Asian-Pacific Americans				Over \$10
					Women				
					Other				
					Non - minority				

# Attachment E – KDOT Special Provisions

## 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:

- 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 applicant 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.

Project No. \_\_\_\_\_

07-19-80-R12 (MPO)

Contract No. \_\_\_\_\_ **REQUIRED CONTRACT PROVISION**

Sheet 1 of 1

**DBE CONTRACT GOAL**

The DBE Goal to be subcontracted to KDOT-Certified DBE firms on this contract is \_\_\_\_\_%.

List all KDOT-Certified DBE subcontractors to be utilized. For each DBE subcontractor, identify the line item(s) of work from the Unit Prices List and the percentage of the work to be subcontracted to the DBE. The DBE subcontractor must be currently certified in Kansas in order to perform work as a DBE on the contract.

**IDENTIFICATION OF DBE PARTICIPATION**

Name of KDOT-Certified DBE Subcontractor	Type of Work	Percentage of work
		%
		%
		%
		%
		%
		%

**Total KDOT-Certified DBE %** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Prime Bidding Consultant Name and Address)

**If the Percentage of Work is zero, please attach the Prime Bidding Consultant's Good Faith Effort documentation.**

A list of KDOT-Certified DBEs can be found in the Directory of Disadvantaged Business Enterprises at KDOT's website: <http://www.ksdot.org/divAdmin/DBEConstruction/dbedir.aspx>

Rev. 03/16



**FEDERAL AID CONTRACTS  
UTILIZATION OF DISADVANTAGED BUSINESSES**

**I.****INTRODUCTION.**

The specific requirements for the utilization of Disadvantaged Business Enterprises, hereinafter referred to as DBEs, are set forth in this Required Contract Provision and are imposed pursuant to 49 CFR Part 26, hereinafter referred to as the regulations. This provision meets or exceeds the regulatory requirements. The regulations always take precedence over normal industry practice.

**A. ASSURANCE.**

The Contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, religion, age, disability, income status, veteran status or gender in the performance of the Contract. The

Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT 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 Kansas Department of Transportation deems appropriate.

**B. DEFINITIONS.**

For the purpose of this Required Contract Provision, the following words and phrases shall have the meanings as stated herein:

(1) Disadvantaged Business Enterprise (DBE) means a small business concern which is independently owned and controlled by one or more socially and economically disadvantaged individuals and which KDOT has certified as a DBE.

(2) Small business concern means a small business as defined by Section 3 of the Small Business Act and relevant regulations except that a small business concern shall not include any firms or affiliated firms owned and controlled by the same socially and economically disadvantaged individual or individuals whose value has average, annual gross receipts in excess of \$22,410,000 over the previous three fiscal years.

(3) Owned and controlled means a business:

(a) Which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals, and

(b) Whose management and daily business operations are controlled by one or more such individuals.

(4) Socially disadvantaged individual means a person who is a citizen or lawful permanent resident of the United States, has suffered social disadvantage in education, employment, or business, and who is a(an):

(a) Black American (a person having origins in any of the black racial groups of Africa);

(b) Hispanic American (includes a person of Mexican, Puerto Rican, Cuban, Central or South American, or any Spanish or Portuguese culture or origin, regardless of race);

(c) Native American (includes a person who is American Indian, Eskimo, Aleut or Native Hawaiian);

(d) Asian-Pacific American (includes a person whose origin is from the original people of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands);

(e) Subcontinent Asian American (includes a person whose origin is India, Pakistan, Bangladesh, Bhutan, Nepal, Sri Lanka, or the Maldives Islands);

(f) Member of a group, or any other individual of any race or sex, found to be both economically and socially disadvantaged; or

(g) Women.

(5) Economically disadvantaged means an individual who has a personal net worth of less than

\$750,000 excluding the value of their ownership share of the applicant firm and personal residence. The individual has had diminished access to capital and credit compared to non-disadvantaged persons.

(6) Commercially useful function means the qualifying DBE owner performs manages and supervises subcontract work.

(7) Race and gender neutral measure means one that is used to assist any small business.

## **II. DBE CONTRACT GOALS.**

**A.** KDOT strongly encourages all contractors to utilize DBE firms as subcontractors, suppliers, manufacturers, truckers, and brokers whenever possible and feasible. Greater voluntary participation will result in lower and fewer DBE contract goals. KDOT will set DBE contract goals only to meet the portion of its annual goal that is not met by race and gender neutral means and voluntary participation.

**B.** An eligible DBE is one who KDOT has certified and who is listed in the KDOT DBE directory located on the internet at: <http://www.ksdot.org/doingbusiness.asp>. KDOT also prints a paper directory quarterly, and Contractors may ask the KDOT Office of Civil Rights for a copy of the printed directory. However, as it is only published quarterly, Contractors should be aware that the printed directory may list DBE's who were decertified after the directory was printed, and these DBE's would not be considered eligible DBE's in a letting that followed decertification or when examining good faith efforts. Also, the printed directory will not list DBE's who have been certified after the directory was printed, but KDOT will consider these DBE's in a letting and when examining good faith efforts. Thus, the electronic directory controls as it is the most current information KDOT has available. Any bid proposal listing a firm that is not a KDOT certified DBE at the time of bidding will be considered nonresponsive.

**C.** Contractors shall, as a minimum, seek DBE firms working in the same geographic area in which they seek subcontractors for a given solicitation.

**D.** Contractors are required to make good faith efforts to replace a DBE subcontractor that is unable to perform successfully with another DBE firm. In order to ensure compliance with this requirement, any substitution of DBE subcontractors after the Contractor has submitted a bid to KDOT, must be approved by KDOT Office of Civil Rights. Substitutions will only be allowed for good and sufficient reasons. KDOT must receive a letter from the original DBE stating the reason for the DBE's inability to perform.

**E.** Contractors are also encouraged to use the services of banks owned and controlled by disadvantaged individuals.

**F.** When projects are State or Contractor tied, KDOT will construe DBE participation as if the tied projects are one project. To check DBE participation on tied projects the following method will be used:

(1) Add the DBE goal dollar amount for the individual tied projects. This becomes the required minimum dollar amount to be subcontracted to DBEs.

(2) If the total dollar amount actually subcontracted to DBEs on the tied contracts is equal to or greater than the minimum dollar amounts as computed above, it will be determined that the DBE goals have been met.

(3) If a State of Kansas funded project is tied to a federal aid funded project, the DBE contract goals can only be met by DBE subcontractors on the Federal Aid Project.

## **III. MEETING DBE CONTRACT GOAL CRITERIA.**

The award of the Contract will be conditioned upon satisfaction of the requirements herein established. The apparent low bidder must either meet or exceed the DBE goals for the contract or satisfy KDOT that good faith efforts were made to meet the goals prior to the bid letting.

## **A. REQUIRED DBE PARTICIPATION INFORMATION.**

All bidders are required to submit to KDOT with the bid proposal the DBE participation information described

below on the form provided in the proposal.

- (1) The names of KDOT certified DBE firms that will participate in the Contract (if none, so indicate);
- (2) A description of the work each named DBE firm will perform (if none, so indicate);
- (3) The actual dollar amount anticipated to be paid to each named DBE firm (if zero dollars, so indicate); except
- (4) If the named DBE firm is a supplier, enter 60% of the actual dollar amount anticipated to be paid (if zero dollars, so indicate);
- (5) The actual dollar amount (not to exceed 10 percent of DBE subcontract) to be paid ahead of work as DBE mobilization.
- (6) For federal aid contracts with a zero DBE goal, list all subcontractors to be utilized, including DBE firms, if any.

## **B. GOOD FAITH DETERMINATION.**

It is the bidder's responsibility to meet the DBE contract goals or to provide information to enable KDOT to determine that, prior to bidding, the bidder made good faith efforts to meet such goals.

(1) Good Faith Information Submittal. If the low bidder's required DBE information indicates that the DBE contract goals will be met, the contract will proceed toward award and the low bidder need not submit any further DBE information. Good faith documentation must be submitted within two working days of the bid opening. Example: if bids are opened on Wednesday at 2 p.m., the good faith documentation must be at KDOT Office of Civil Rights before 5 p.m. on Friday.

(2) KDOT Review. KDOT will review all information submitted to determine if the low bidder has met the DBE contract goals and, if not, whether the low bidder made sufficient good faith efforts to meet such goals. The determination of good faith efforts is made on a case-by-case basis and depends on the particular circumstances of the procurement. The issue KDOT will consider is whether the bidder took those steps, a reasonable bidder would have taken to actively and aggressively obtain DBE participation sufficient to meet the goal. A KDOT determination that the low bidder's information failed to show sufficient good faith shall be just cause for rejection of the bid. If the low bid is rejected, the above procedure will be applied to the next lowest bidder, and other bidders if necessary, until a bidder is found that meets the DBE contract goals or establishes that good faith efforts were made to meet the goal. KDOT reserves the right to reject all bids and re-advertise the Contract.

(3) Establishing Good Faith Efforts. To demonstrate good faith efforts to meet DBE contract goals, submit to KDOT documentation on the factors listed as (a) through (g). KDOT has assigned a percentage to each factor that shows the relative importance of each factor to KDOT and to the other factors. These percentages are a guide only; the circumstances of a particular procurement may justify different percentages or consideration of factors not mentioned. In evaluating the reasonableness of the low bidder's efforts, KDOT may consider whether other bidders met the goal or failed to meet the goal. In evaluating the reasonableness of the low bidder's efforts, KDOT will consider all documentation submitted; yet, documentation created during the bidding process is more credible than documentation created after the letting.

(a) The bidder negotiated in good faith with interested DBEs. It is the bidder's responsibility to consider the available pool of certified DBEs when determining subcontract or supply needs. It is the bidder's responsibility to furnish DBEs with information about plans or specifications to facilitate the bid. Include names of DBEs considered, information given to the DBE, if any, and an explanation of why agreements could not be reached for DBEs to perform the work. (25%)

(b) The bidder selected portions of work for which KDOT has capable, certified DBE's to perform. This may include breaking out work items or subcontracting items the prime contractor normally performs. (20%)

(c) The bidder used good business judgment in rejecting a DBE quote, considering both price and capabilities. If a DBE quote represents a reasonable price for performing the work, the bidder should use that quote even

though the DBE quote is higher than a non-DBE quote. However, bidders do not have to use excessive or unreasonable quotes. Before determining that a DBE quote is excessive, the bidder should inquire as to the reason for the disparity between the DBE and non-DBE quotes. The bidder should also evaluate what impact, if any, using a higher DBE price would have on the bidder's overall project bid. A higher DBE price may not be excessive or unreasonable if the price differential is a very small part of the project bid. (20%)

(d) The bidder solicited capable, certified DBEs through pre-bid meetings, advertising, telephone, mail, facsimile, e-mail, or a combination of the foregoing. The solicitation must have occurred within sufficient time to allow a DBE to respond. Follow up all initial contacts, whether the contact was solicited or unsolicited. If a DBE expresses an interest in the contract or a desire to quote and fails to submit a quote, follow up that contact, whether the contact was solicited or unsolicited. Receiving substantial unsolicited quotes may not be considered actively and aggressively pursuing DBE participation. (10%)

(e) The bidder assisted interested DBEs in obtaining equipment, supplies, or materials for the project being bid. (10%)

(f) The combinations of DBEs the bidder considered in trying to meet the goal. It is acceptable to use a portion of several DBE bids. (10%)

(g) The bidder assisted interested DBEs in obtaining bonding, credit, or insurance on the project being bid. (5%)

(4) Staff of KDOT's Office of Civil Rights and the Chief of Construction and Maintenance will review the documentation submitted and either accept or reject the good faith effort submittal.

(5) At the bidder's request, KDOT's Director of Operations will hold an informal hearing to discuss the bidder's good faith effort submittal. The bidder may have legal counsel present, at the bidder's expense. After the appeal hearing, the Director of Operations will issue the Agency's final administrative decision on whether the bidder made a good faith effort. The decision will be in writing and will explain the basis for the Agency's decision. This will be final agency action and a final order under the Kansas Act for Judicial Review and Civil Enforcement of Agency Actions, K.S.A. 77-601 *et. seq.* Any petition for judicial review shall be served on the Secretary of Transportation, Kansas Department of Transportation, 700 S.W. Harrison St., Topeka, KS 66603-3754.

### **C. COUNTING DBE PARTICIPATION TOWARD DBE CONTRACT GOALS.**

DBE participation shall be counted toward meeting the DBE contract goals pursuant to this contract as follows:

(1) A contractor may count toward its DBE contract goals the total dollar value of a contract paid to an eligible DBE, including an approved DBE protégé.

*NOTE: At the time the bid is submitted on the DBE goal sheet, list the actual amount intended to be paid to the DBE. On Form 259, submitted after award, list the same amount as in the contract line item. If this amount differs from the DBE subcontract amount, list the latter amount on the bottom of the form with an explanation.*

(2) A DBE, bidding as a prime contractor, may count toward its DBE contract goals the total dollar value of the work actually performed by the DBE prime contractor, including the cost of supplies and materials the DBE obtains. *Example: A DBE contractor bids as a prime contractor. The contract specifies a \$10,000.00 DBE goal. The DBE prime contractor performs \$50,000 of the work with its own forces. The DBE prime contractor has met the \$10,000 goal.*

(3) A contractor may count toward its DBE goals a portion of the total dollar value of a subcontract with an eligible DBE joint venture equal in proportion to the percentage of ownership and control of the DBE partner in the joint venture. *Example: A contract specifies a \$5,000.00 DBE contract goal. Prime contractor bids \$100,000.00 subcontracting with a joint venture DBE/non-DBE contractor for \$20,000.00 of the work. The percentage of ownership and control of the DBE/non-DBE joint venture is 25% DBE and 75% non-DBE. The prime contractor may count \$5,000.00 ( $\$20,000.00 \times .25$ ; i.e. total dollar value times the percentage of DBE ownership) toward the DBE contract goal, thus fulfilling the DBE requirements of the contract.*

(4) If a non-DBE contractor and DBE contractor form a joint venture and bid as a prime contractor, the joint venture contractor shall fully meet the DBE contract goals specified in the project special provision. The joint venture contractor may count toward its DBE contract goals the total dollar value of the work actually

performed by the DBE participant in the joint venture.

*Example: A non-DBE contractor forms a joint venture with a DBE contractor and the joint venture bids the project as a prime contractor. The DBE contract goal is \$10,000.00. The DBE participant in the joint venture performs \$50,000 of the work with its own forces. The joint venture has met the \$10,000 goal. Example: A non-DBE contractor forms a joint venture with a DBE contractor and the joint venture bids the project as a prime contractor. The DBE contract goal is \$100,000.00. The DBE participant in the joint venture performs \$80,000 of the work with its own forces. The joint venture must obtain the remaining \$20,000 in goal through use of another certified DBE firm, or show good faith efforts if the joint venture fails to meet the \$100,000 goal.*

(5) A contractor may count toward its DBE goals 60 percent of its expenditures for materials and supplies obtained from a DBE regular dealer, and 100 percent from a DBE manufacturer. A letter must be submitted to KDOT, detailing the amount, but the amount does not count as a subcontracted percentage.

(a) A manufacturer is a firm that operates a facility that produces goods from raw material on the premises.

(b) A regular dealer is a firm that owns, operates, or maintains a store, or warehouse where materials are stocked and regularly sold to the public. A regular dealer of bulk items (sand, gravel, etc.) need not stock the product if it owns or long-term leases distribution equipment. The supply of structural steel, steel assemblies and petroleum products do not count toward any KDOT DBE goal. A dealer must be responsible for material quality control and must deliver with its own or long term leased equipment to count toward the DBE goal.

(6) A contractor may count toward its DBE goals the following expenditures to DBE firms that are not manufacturers or regular dealers:

(a) The commission charged for providing a bona fide service in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of the contract, provided the commission is reasonable and customary.

(b) The commissions charged for bonds or insurance provided by a DBE broker for the specific performance of the contract, provided the fee is reasonable and customary. A letter must be submitted detailing the amount, but does not count as a subcontracted percentage.

(7) A contractor may count toward its DBE goals the amount paid to a DBE trucker for transportation or delivery services.

(a) A DBE trucker who picks up a product at point A and delivers the product to the contractor at point B provides a delivery service. The full amount paid for this service counts toward the DBE goal.

(b) Some DBE truckers are also a regular dealer (supplier) of a bulk item. In this case, the amount paid for the material delivered will count as 60 percent toward the DBE goal. The DBE trucker is responsible for the quality of the material.

(c) For DBE truckers or suppliers to be credited toward DBE contract goals, the contractor must submit a letter to KDOT detailing all information formerly found on Form 259, prior to the start of the trucking or supply of material and requesting DBE subcontract credit.

#### **D. COMMERCIALY USEFUL FUNCTION.**

The prime contractor is responsible for ensuring that DBE firms under subcontract to meet a DBE goal perform a commercially useful function (CUF). Failure to fulfill this obligation is a breach of contract and KDOT may invoke the sanctions listed in Section IV (Sanctions). The three criteria for a CUF are:

(1) The DBE firm shall manage the work through personal direct supervision by the DBE owner or a skilled, knowledgeable, full-time superintendent. Management includes scheduling work, ordering equipment and materials, hiring and firing employees, and submitting all required forms and reports. The DBE is not in compliance with this provision if the DBE subcontracts out part or all of the work to another entity.

(2) The DBE shall own all equipment, long term lease all equipment, or own some equipment and long term lease the remaining equipment except for specialized equipment as noted below.

(a) If the DBE leases equipment, the DBE shall have a written lease that gives the DBE full control of the equipment during the lease period. The DBE shall use its own workers to operate leased equipment.

(b) A DBE may enter into long term leases with companies operating as prime contractors. The DBE is not in compliance with this provision if the DBE leases equipment from the prime contractor on the project for that project only.

(c) Exception for specialized equipment: The DBE may lease short term specialized equipment such as a crane from another contractor or third party if this equipment is necessary for the DBE to perform its work and the equipment is of such a nature that it is not economically feasible or practical for the DBE to lease the equipment long term. The contractor shall bill the DBE for this equipment and the DBE shall pay the contractor for the equipment. The DBE is not in compliance with this provision if the contractor deducts from the DBE's pay estimate specialized equipment costs rather than submitting an invoice to and receiving payment from the DBE.

(3) The DBE shall negotiate the cost of, arrange delivery of, and pay for materials, supplies, labor, and equipment. Invoices shall be billed to the DBE and paid by the DBE.

(4) KDOT will not count towards goal or give DBE contract goal credit for the following:

(a) Monies the prime contractor pays directly for supplies, materials, labor or equipment on the DBE's behalf except for two-party checks approved under Section III.E below.

(b) Costs deducted from a DBE's pay estimate for supplies, materials, labor or equipment the prime contractor or its affiliate provided.

(c) Costs incurred for equipment the DBE leases from the contractor on the project if the DBE is using the equipment for that project only and the equipment is not part of a long term lease agreement.

(d) Costs associated with a portion of a bid item that the Agency is unable to measure clearly. (e) Costs incurred for work subcontracted outside normal industry practices, just to meet a goal.

(5) KDOT's determination that a DBE is not performing or did not perform a CUF is not appealable to the US Department of Transportation. KDOT's determination will be final agency action and a final order under the Kansas Act for Judicial Review and Civil Enforcement of Agency Actions, K.S.A. 77-601 *et. seq.* Any petition for judicial review shall be served on the Secretary of Transportation, Kansas Department of Transportation, 700 S.W. Harrison St., Topeka, KS 66603-3754.

#### **E. BUSINESS INTEGRITY**

Any person or entity will be found to be out of compliance with this required contract provision if any investigation reveals a commission or omission of any act of such serious or compelling nature that the act indicates a serious lack of business integrity or honesty. Such commission or omissions include, but are not limited to:

(1) Violating any applicable law, regulation, or obligation relating to the performance of obligations incurred pursuant to an agreement with a recipient under a KDOT financial assistance program or,

(2) Making, or procuring to be made, any false statement or using deceit to influence in any way any action of KDOT.

#### **F. TWO PARTY CHECKS.**

To comply with the current regulation, KDOT is implementing the following two party check procedures. The prime contractor is responsible for following the procedure and for ensuring that DBE subcontractors follow the procedure.

(1) The DBE owner shall make the request for a two party check to the Office of Civil Rights and shall explain the benefit to the DBE firm.

(2) The prime contractor shall send the check to the DBE owner who will endorse and forward the check to the supplier. This should be done within the 10 day prompt pay timeframe.

(3) The amount of the check should not exceed the amount of material paid by KDOT on the latest estimate. *For example if the estimate was taken on 7/23, pay the material bill through 7/23 not through 7/31.*

(4) Two party checks shall be issued only long enough to establish credit for the DBE firm.

(5) KDOT will not count towards goal or give DBE contract goal credit for two party checks that have not been pre-approved by KDOT.

#### **IV. SANCTIONS.**

If KDOT finds any contractor, sub-contractor, DBE, joint venture, or mentor/protégé to be out of compliance with this required contract provision, KDOT may impose one or more of the following sanctions:

- (1) Withhold payment of progress payments until the contractor or DBE contractor complies with the payment requirements of this Special Provision.
- (2) Remove the non-complying DBE from the DBE directory until the DBE shows the company is meeting the requirements necessary to perform a CUF, including payment of all bills.
- (3) Deny goal credit as previously stated for failure to replace a non-performing DBE with another DBE (unless good faith effort was made), failure to meet the requirements necessary to perform a CUF, or failure to follow two party check procedures.
- (4) Assess and deduct as liquidated damages the monetary difference between the DBE goal amount and the amount actually paid to the DBEs for which KDOT has allowed DBE goal credit.
- (5) Reject the bidder's bid if the bidder failed to meet the DBE goal and failed to show good faith effort to meet the goal.
- (6) Refer the matter to the Office of the Attorney General, the US Department of Justice, or both for follow-up action.
- (7) Enforce all other remedies KDOT has under other contract provisions such as contract termination, contractor suspension, contractor debarment, and sanctions for failing to pay promptly.

01-26-09 OCR  
(DW/CDB) Jul-09 Letting

**KDOT POLICY FOR  
CONSULTANT CONTRACT REIMBURSEMENT  
FOR HOTEL, PER DIEM & MILEAGE**

Attention Contract Partners:

The following policy for hotels and per diem rates is effective **July 1, 2024**, for contracts with consultants and sub-consultants statewide.

*Mileage: Please refer to the mileage rate in italics further below that was effective **July 1, 2024**.*

	Daily Meals (max.)	Per Meal Allowance	Lodging <b>before tax</b>
Standard rate for all			
Kansas locations including Wichita (Sedgwick County)	\$59.00	Breakfast Lunch Dinner	\$8.85 \$20.65 \$29.50 \$107.00
KC/Overland Park (includes Johnson, Wyandotte, & Leavenworth counties)	\$64.00	Breakfast Lunch Dinner	\$9.60 \$22.40 \$32.00 \$123.00

Prior to staying at a hotel with a rate exceeding the allowed hotel rates listed above, Consultant must submit a written request to the KDOT PM requesting approval for the higher rate. The requested higher rate and justification for that rate needs to be included. Please note that even with prior approval by KDOT PM, the *maximum* reimbursable lodging for the Standard Rate locations above is \$160.50 and \$184.50 for the non-Standard locations (before tax). Approvals should include CC to: [KDOT.DesignContracts@ks.gov](mailto:KDOT.DesignContracts@ks.gov) and [KDOT.ConPR@ks.gov](mailto:KDOT.ConPR@ks.gov).

No out-of-state hotel bills will be reimbursed without advance written approval (for prime and/or sub-consultant).

Per diem is allowed only with overnight travel. Per diem reimbursement/invoicing must be submitted with a hotel receipt. If the hotel provides breakfast, per diem reimbursement for breakfast will not be allowed except for extenuating circumstances. Extenuating circumstance justification must be provided in writing at the time of invoice. If more than one person stays in a room, please indicate the names on the receipt. A summary must be provided with billings recapping costs per day per individual.

Please notify your sub-consultants of these rates.

**Effective July 1, 2024**, the Kansas Department of Administration has increased the vehicle mileage reimbursement rate to **\$0.67/mile** for automobiles. The mileage rate limited to the State of Kansas approved vehicle mileage reimbursement rate of \$0.655/mile for automobiles effective July 1, 2023, will still be used for any mileage claimed for reimbursement before July 1, 2024-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 (consultant- owned), 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 for meetings will not be allowed, neither will meals, beverages or snacks.

Please note that actual receipts are required rather than just credit card statements to the extent possible.

Reimbursement rates may change as State and/or Federal policies

change. Thank you.



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Scott King, P.E., Director  
Division of Engineering and Design  
Kansas Department of Transportation

07/26/2024

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Date

C: Ami Fulghum, Chief, Bureau of Fiscal Services