



REQUEST FOR PROPOSALS
Regional Housing and Transportation
Coordination Plan

Requested by
The Mid-America Regional Council

January 12, 2026

Introduction and Project Details

The Mid – America Regional Council (MARC) serves as the association of city and county governments and the metropolitan planning organization for the bi-state Kansas City region. As a voluntary association, MARC strives to foster better understanding and cooperation on issues that extend beyond the jurisdiction of a single city, county or state.

MARC seeks to retain consulting services of a qualified consultant or firm to produce a Regional Housing and Transportation Coordination Plan, hereinafter referred to as “The Plan”. The anticipated work performed under this proposed contract is outlined in the Scope of Work. MARC intends to execute a ‘Time-and-Materials’ contract, with a budget maximum of **\$300,000** for a performance period of approximately twelve months (ending 3/31/2027).

Business Participation

It is MARC’s policy to encourage all qualified businesses to actively participate in the procurement of all MARC sponsored projects. MARC does not discriminate based on race, color, sex, national origin, age, military status, or disability. This project will be paid in part or in whole through US Department of Transportation (USDOT) funds.

Background:

MARC advances regional plans for a safe and balanced fair transportation system. MARC establishes priorities, guides investments and supports coordinated operations to help achieve a regional vision for our people, places and communities. MARC serves as the council of governments for the nine counties and 119 cities in the Kansas City region and the federally designated Metropolitan Planning Organization (MPO) for these nine counties.

As the MPO, MARC is responsible for transportation planning. We convene representatives from cities, counties, transit agencies, state departments of transportation and other entities to identify common objectives and achieve collective goals for the regional transportation system.

During the recent update to MARC’s long-range transportation plan Connected KC 2050, a new policy goal emerged around “Housing”, which states that MARC will work to *“Reduce the housing/transportation cost burden for residents and increase attainability of housing by planning for and connecting housing to our region’s activity centers and corridors”*

This policy goal is in response to regional interest, expressed through a statistically-valid random survey, as well as regulation changes under the Infrastructure Investment and Jobs Act (IIJA). IIJA authorized changes to 23 USC 134 that allow Transportation Management Areas to address the integration of housing, transportation, and economic development strategies. In response to these changes, MARC is initiating a The Plan to support this integrated planning.

Submittal Requirements:

To be eligible for consideration, one electronic copy in PDF format of your response (not to exceed 20 pages, not including required attachments and resumes), single-sided, 12-point Times New Roman font, must be received by MARC no later than **5:00 PM Central Time on February 6, 2026 (Friday), at the below address or by email to: csplichal@marc.org**.

“MARC Regional Housing and Transportation Coordination Plan”

Mid–America Regional Council

600 Broadway, Suite 200

Kansas City, MO 64105

Attn: Cy Splichal

It is the submitter’s responsibility to ensure that MARC receives your submittal by the closing date and time. Late submittals will not be considered. MARC reserves the right to reject any or all proposals submitted. Questions and/or issues related to the RFP should be directed to Cy Splichal at cplichal@marc.org or 816.701.8231.

MARC reserves the right to unbundle any component of the Scope of Work into separate projects; and to suggest to any or all proposers to the RFP 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 formations when such relationships appear to offer combinations of expertise or abilities not otherwise available. Proposers have the right to negotiate any agreements in connection to any unbundled components of the Scope of Work. Proposers also have the right to refuse to enter into any suggested relationships.

The following items must be addressed in all submissions:

- Proposed approach to integrated housing and transportation planning
- Demonstrated experience in consensus building, conducting research, and data analysis associated with the scope of work
- Demonstrated timeliness on similar projects
- Specific qualifications of staff intended to be assigned to the project
- Minimum of three 3 references – name, entity, address, phone and email
- A listing of all proposed subconsultants, if any
- 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 submission
- See Attachment A for further required documents

Schedule

RFP Release Date	January 12, 2026
Pre-Bid Workshop	January 21, 2026
Questions Due	January 23, 2026
Q&A Posted	January 28, 2026
Proposals Due	February 6, 2026
Review of Proposals	February 9 – 13, 2026
Notice for Interview Selection	February 17 – 18, 2026
Interviews	March 4, 2026 (1 – 5pm)
Negotiate Scope	March 9 – 13, 2026
MARC Board Authorization	March 24, 2026
Execute Contract and Notice to Proceed	Within two weeks after Board Authorization
Kickoff Meeting	Week of April 6, 2026
Draft Final Report	February 2027
Final Report and Plan Adoption	March 2027

Selection Criteria

The proposals submitted by each team will be evaluated by the selection committee according to the following criteria:

- Understanding of scope of work [20%];
- Experience on similar projects [30%];
- Proposed approach to coordinated housing and transportation planning [30%];
- Experience and availability of key personnel [20%].

Pre-Bid Workshop and Question Submittal

MARC will host a hybrid pre-bid meeting for all interested consultant teams to ask questions and gain clarity around any elements or requirements of this RFP.

When: Wednesday, January 21, 2026, 10-11 a.m.

Where: 600 Broadway, Ste. 200 Kansas City, Mo. 64105

Virtual Option: Zoom details shared upon registration

Register Here: <https://member.marc.org/ap/Events/Register/kgF3kDZtzCVC1>

All questions related to the RFP must be in writing and emailed to Cy Splichal, csplichal@marc.org by Friday, January 23, 2026. MARC will post responses to questions on the MARC RFP webpage <https://www.marc.org/about-marc/funding-and-rfps> and on DemandStar <https://network.demandstar.com/>

Scope of Work

The Mid-America Regional Council (MARC) is seeking a consultant to undertake a **Regional Housing and Transportation Coordination Plan**. This study will offer a thorough, data-driven evaluation of the relationship between housing, transportation, and economic development throughout the MARC region. It will analyze current conditions, challenges, and opportunities to align the region's transportation and housing goals, including lowering cost burden, prioritizing efficient land use, and creating livable communities.

Task 1 – Existing Conditions:

1.1 Geospatial Analysis - Identify the location of existing and planned housing and employment, and transportation options that connect them. Items to consider include:

- Existing transportation facilities and transit services in the region;
- Planned transportation networks;
- Existing and planned land use;
- Demographic, economic, and employment data and trends;
- Housing distribution, condition, and vacancies;
- Commuting patterns and job distribution.

Data that is accessible through MARC can be found in Attachment F. As a part of each proposal, consultants should review the items listed above and propose any data that would enhance the existing conditions analysis beyond the available MARC data.

- 1.2 Policy Analysis - Conduct a policy analysis that compares regional transportation plans to comprehensive plans, zoning codes, subdivision regulations, and land use management plans from the counties and major cities in the MARC region. This analysis should also review plans and codes from peer and aspirational communities within the U.S., with a focus on:
- Transit-Oriented Development
 - First and Last-Mile Connections for Housing and Jobs
 - Transportation Demand Management
 - Housing Density and Infill
 - Private-Sector Regulations and Requirements for Construction (parking minimums, vehicle charging, etc.)
- 1.3 Economic Analysis – Update MARC’s economic analysis of the housing and transportation cost burden, including available data on median housing costs, transportation costs, and commuting expenses. Additionally, perform a comparison with other regions to benchmark these findings.
- 1.4 Suitability Analysis - Perform a Suitability Analysis that identifies optimal locations for different housing types based on their access to transportation networks. This analysis will focus on two area types: 1) Locations within the region’s focused growth area (1990 UZA Boundary) and 2) Major employment and activity centers in the region.

Deliverables: An Existing Conditions Report that summarizes findings from the geospatial, policy, and economic analysis; and a Suitability Analysis and methodology for future replication.

Task 2 – Stakeholder Engagement (*Internal MARC Task*)

- 2.1 Stakeholder identification: Identify regional stakeholders to guide and inform the planning process. Perspectives to consider include but are not limited to:
- Local or Municipal Representatives
 - Housing Agencies/Non-profits
 - Economic Development Agencies
 - Developers and Lenders
 - Transit and Mobility Agencies
 - Advocacy Organizations
- 2.2 Engage key regional stakeholders to validate findings from Task 1, and inform the development of the coordination plan:
- Regional challenges to housing access
 - Housing and transportation cost burden for local communities
 - Potential gaps in the transportation system and its connection to key development
 - Policy and zoning challenges
 - Examples of successful integration between transportation, land-use, and housing planning
- 2.3 Key Engagement Activities

- Establish an Advisory Committee that convenes throughout the study timeline
- Stakeholder meetings throughout the study
- Surveys on the housing/transportation burdens of community members
- Advertising study materials and online content
- Collecting and developing materials for future storytelling projects (case studies, images, videos, etc.)

Deliverables: Summary of stakeholder engagement and outreach materials, including a storytelling component to highlight regional conditions, community perspectives, and success stories. (*Internal MARC task – consultant may be asked to support with documenting results and writing content related to findings from engagement*).

Task 3 – Establish Goals and Strategies for Regional Planning

3.1 Identify regional goals for the integration of housing, transportation, and economic development strategies. These should include actionable items related to policy, funding mechanisms, and business plans that address the following areas:

- Housing and Transportation Cost Burden
- Transportation Demand Management
- Livable Communities
 - Air Quality
 - Access to Daily Necessities
 - Green Infrastructure
- Access to Employment
- Efficient Land Use
- Anti-displacement
- Transportation planning implications from a regional housing plan/strategy

3.2 To the extent possible, simulate the impact of implementing proposed strategies using MARC's land use models. Identify strategies with the greatest potential to achieve the goals outlined in 4.1 and narrow the list of preferred policies.

Deliverables: Regional goals and strategies to coordinate housing, transportation, and economic development across the MARC region.

Task 4 – Business Plan to Synthesize Transportation Planning Efforts with Housing

4.1 Review and synthesize MARC transportation planning efforts with housing goals, strategies, and recommendations. The goal of this exercise is to identify future workplans, planning processes, and organization structure to best support housing, transportation, and economic development. This plan should allow MARC to operationalize regional housing and transportation planning

efforts in accordance with the Housing Coordination Process outlined for MPOs in 23 USC 134(k)(4).

- 4.2 Study past transportation projects from MARC's long-range and transportation improvement plans to identify what types of transportation projects provide the most support to housing access.
- 4.3 Provide a method to continue 3.2 to integrate MARC's land-use forecast model into transportation and housing planning, as an iterative process to identify the impact of strategies that would help obtain a more sustainable regional growth pattern.

Deliverables: A strategic plan for MARC to coordinate transportation and housing in existing and future planning products and workplans.

Task 5 – Technical Resources for Planning

- 5.1 Work with MARC staff to develop technical resources for peer agencies to move forward goals and strategies outlined in plan, including:
 - Guidance on best practices for developers and lenders to support regional housing and transportation goals
 - Examples of city and county ordinances/regulations that enable the development of a variety of housing types and streamlined processes
 - Data/mapping tools used in Task 1 that MARC can maintain on a reoccurring basis
 - Improved land use models that are more sensitive to housing/transportation interactions and the kinds of policy levers available to local governments
 - A toolkit for assessing housing and transportation affordability at the local level (block and/or parcel), similar to models such as the Texas Housing Affordability Index (THAI), H+T Index, etc. (*Internal MARC task, consultant support as needed*).

Deliverables: Package of technical resources included in final documentation.

Task 6 – Final Report

Deliverables: Produce a final, comprehensive report including all deliverables in a cohesive, accessible format consistent with applicable MARC style guides.

Attachment A – Summary of Attachments

1. Complete the AFFIRMATIVE ACTION CHECKLIST Attachment B.
2. Complete the CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION Attachment C.
3. Complete the CERTIFICATION REGARDING LOBBYING Attachment D.
4. Review the GOVERNMENT SPECIAL PROVISIONS Attachment E.
 - a. KDOT Special Attachments
 - b. Travel and Meal Policy
5. Review the EXISTING CONDITIONS – MARC DATA Attachment F.

ATTACHMENT B – Affirmative Action Checklist

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 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 these qualifications 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 these qualifications.

Date

Signature – 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 D – Certification Regarding Lobbying

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

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.

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.

The undersigned 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. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Entity

Name of Authorized Official

Signature of Above Official

Date

KANSAS DEPARTMENT OF TRANSPORTATION

CIVIL RIGHTS ACT ATTACHMENT

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (“LEP”).

CLARIFICATION

The term “Contractor” is understood to include the Contractor, the Contractor’s assignees and successors in interest, consultants, and all other parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Attachment shall govern should this Special Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, for itself, it’s assignees and successors in interest, agrees as follows:

1. **Compliance with Regulations:** The Contractor will comply with the Acts and the Regulations relative to nondiscrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA) or the Federal Aviation Administration (FAA) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the Contractor of the Contractor’s obligations under this contract and the Acts and the Regulations relative to Non- discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, FTA or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.

- 6. Incorporation of Provisions:** The Contractor will include the provisions of the paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended (prohibits you from discriminating because of sex in education programs or activities), (20 U.S.C. § 1681)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the non-State Agency Contracting Party's standard contract form, that form must be altered to contain the following provision:

The provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 05- 25), which is attached hereto, are hereby incorporated in this Contract and made a part thereof.

The Parties agree that the following provisions are hereby incorporated into the Contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This Contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this Contract shall reside only in courts located in the State of Kansas.
3. **Termination Due to Lack of Funding Appropriation or Funding Source:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated or no longer exist to continue the function performed in this Contract and for the payment of the charges hereunder due to the loss of the funding source, the Contracting State Agency may terminate this Contract immediately or at the end of its current fiscal year. The Contracting State Agency agrees to give written notice of termination to the non-State Agency Contracting Party at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this Contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. The non-State Agency Contracting Party shall have the right, at the end of such fiscal year, to take possession of any equipment provided to the Contracting State Agency under the contract. The Contracting State Agency will pay to the non-State Agency Contracting Party all regular contractual payments incurred prior to the period of notification or through the end of the fiscal year as determined by period of notification given by the Contracting State Agency, plus contractual charges incidental to the return of any such equipment. Upon termination of the Contract by the Contracting State Agency, title to any such equipment shall revert to the non-State Agency Contracting Party at the end of the Contracting State Agency's current fiscal year. The termination of the Contract pursuant to this paragraph shall not cause any penalty to be charged to the Parties.
4. **Disclaimer of Liability:** No provision of this contract will be given effect that attempts to require the Contracting State Agency to defend, hold harmless, or indemnify any non-State Agency Contracting Party or third party for any acts or omissions. The liability of the Contracting State Agency is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).

5. **Anti-Discrimination Clause:** The non-State Agency Contracting Party agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the non-State Agency Contracting Party is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Contract may be cancelled, terminated or suspended, in whole or in part, by the Contracting State Agency or the Kansas Department of Administration; (f) the non-State Agency Contracting Party agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) the non-State Agency Contracting Party agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the non-State Agency Contracting Party has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the Contract may be canceled, terminated, or suspended, in whole or in part, by the Contracting State Agency or the Kansas Department of Administration.
6. **Acceptance of Contract:** This Contract shall not be considered accepted, approved, or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this Contract shall find that the Contracting State Agency has agreed to binding arbitration, or the payment of damages or penalties. Further, the Contracting State Agency does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the Contracting State Agency at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the non-State Agency Contracting Party thereby represents that such person is duly authorized by the non-State Agency Contracting Party to execute this Contract on behalf of the non-State Agency Contracting Party and that the non-State Agency Contracting Party agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The Contracting State Agency shall not be responsible for, nor indemnify a Contractor for, any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Contract.
10. **Insurance:** The Contracting State Agency shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this Contract, nor shall this Contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the non-State Agency Contracting Party shall bear the risk of any loss or damage to any property in which the non-State Agency Contracting Party holds title.

11. **Information**: No provision of this Contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment**: The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the Contracting State Agency to reiterate that nothing related to this Contract shall be deemed a waiver of the Eleventh Amendment.
13. **Campaign Contributions / Lobbying**: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this Contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.
14. **Restricted Funding Source**: The non-State Agency Contracting Party acknowledges and understands the Contracting State Agency's share of the Contract's total, actual, and eligible costs may be funded through the receipt of or reimbursement through federal funds. The Contracting State Agency does not assume any liability in connection with the Contract's total, actual, and eligible costs which may be paid through the receipt of or reimbursement through federal funds. The non-State Agency Contracting Party shall reimburse the Contracting State Agency for any funds approved for this Contract and expended by the Contracting State Agency for which the Contracting State Agency is not reimbursed by the Federal Government or for which such funds are determined by the Federal Government to no longer be available to be used by the Contracting State Agency for said Contract.

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

Attention Consultant Partners:

The following policy for hotels and per diem rates is effective **July 1, 2025**, for contracts with consultants and sub-consultants statewide.

	Daily Meals (max.)	Per Meal Allowance	Lodging before tax
Standard rate for all Kansas locations including Wichita (Sedgwick County)	\$68.00	Breakfast \$10.20 Lunch \$23.80 Dinner \$34.00	\$110.00
KC/Overland Park (includes Johnson, Wyandotte, & Leavenworth counties)	\$80.00	Breakfast \$12.00 Lunch \$28.00 Dinner \$40.00	\$135.00

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 \$165.00 and \$202.50 for the non-Standard locations (before tax). Approvals should include CC to: KDOT.DesignContracts@ks.gov and KDOT.ConPR@ks.gov.

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

Per diem is allowed only with overnight travel. Per diem reimbursement/invoices 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 submission. 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. Meals, beverages or snacks for meetings are not reimbursable.

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 costs, CADD, GPS, etc., charged as a Direct Expense must have an audited rate to be used.

Effective July 1, 2025, the Kansas Department of Administration has increased the vehicle mileage reimbursement rate to \$0.70/mile for automobiles. The previous mileage rate of \$0.67/mile will still be used for any mileage claimed for reimbursement before July 1, 2025-unless the company has audited vehicle usage rates for their company vehicles.

- Actual receipts are required rather than just credit card statements.
- Please notify your sub-consultants of these rates.
- Reimbursement rates may change as State and/or Federal policies change.

Thank you.



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

7/8/2025

Date

C: Ami Fulghum, Chief, Bureau of Fiscal Services

ATTACHMENT F – Existing Conditions – MARC Data

- Existing and planned land use;
- Demographic, economic, land-use, and employment data;
 - ACS 5-year at census tract
 - Race
 - Income
 - Zero-car households
 - Age Distribution
 - Size of household
 - Persistent Poverty
 - New residents – Population Growth (Net Migration)
 - 2010 to 2020 Decennial
 - YTS data
 - LEHD employment data
- Transportation facilities and transit services in the region (GIS layers);
 - Existing Transit Network
 - Smart Moves Network
 - Existing Regional Bike Network
 - Planned Regional Bike Network
 - NHS & Federal Aid System
 - Travel Time Reliability
 - Metro green Corridor
- Housing distribution;
 - Housing Distribution & Variety-by-Type
 - Construction and Building Permit Data
- Commuting patterns and job distribution.
 - MARC Regional Travel Model