



**REQUEST FOR PROPOSALS
2026 Travel Patterns After Action
Assessment**

**Requested by
The Mid-America Regional Council**

January 26, 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 **2026 Travel Patterns After Action Assessment**. 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 **\$250,000** 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.

Selected Consultant Team should be prepared to submit audited overhead schedules during the contracting phase for the purpose of overhead rate verification.

Background:

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 regional 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.

The Kansas City region has a complex transportation network where most trips are taken in private automobiles and where congestion is low and system reliability is high on our area roadways and highways. Walking and biking trips are increasingly more popular in certain parts of the region. Public transit services are provided by a variety of public transportation services across political jurisdictions, but recent funding struggles have challenged the region’s ability to deliver a robust and interconnected transit system in the region.

A major sporting event will bring thousands of visitors to Kansas City in the summer of 2026. We anticipate that this influx of visitors may impact regional transportation facilities and services in a variety of expected and unexpected ways and may serve as a unique stress-test of these systems.

The goal of this After-Action Assessment is to capture quantitative and qualitative data about resident and visitor travel patterns during the event to understand key pressure points on the transportation system, document lessons learned and generate recommendations for future use by regional partners to support planning for other large scale events.

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 25, 2026 (Wednesday), at the below address or by email to: mrivarola@marc.org**

“MARC 2026 Travel Patterns After Action Assessment”
Mid-America Regional Council
600 Broadway, Suite 200
Kansas City, MO 64105
Attn: Martin Rivarola

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 qualifications submitted.

Questions and/or issues related to the RFP should be directed to Martin Rivarola at mrivarola@marc.org or 816.701.8257.

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:

- Prior experience with similar projects
- 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

Selection Criteria

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

- Project understanding and approach [20%];
- Experience on similar projects [30%];
- Proposed approach to travel patterns after action assessment [30%];
- Experience and availability of key personnel [20%].

Schedule

Milestone	New Date
RFP Release Date	January 26, 2026
Pre-Bid Workshop	February 5, 2026
Questions Due	February 10, 2026
Q&A Posted	February 13, 2026
Responses Due	February 25, 2026
Review of Responses	February 26 – March 3, 2026
Notice for Interview Selection	March 3-5, 2026
Interviews	March 12-13, 2026
MARC Board Authorization	March 24, 2026
Negotiate Scope & Fee	March 25 – April 8, 2026
Execute Contract and Notice to Proceed	Mid-April 2026
Kickoff Meeting	Week of April 20, 2026
Draft Final Report	December 2026
Final Report	January 2027

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: Thursday, February 5th, 2026, at 11am

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/NaFIDJ0UYCaCm>

All questions related to the RFP must be in writing and emailed to Martin Rivarola, mrivarola@marc.org by Tuesday, February 10th, 2026. MARC will post responses to questions on the MARC RFQ/P webpage <https://www.marc.org/about-marc/funding-and-rfps> and on DemandStar <https://network.demandstar.com/>

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Scope of Work

The Mid-America Regional Council (MARC) is seeking a consultant to undertake a **2026 Travel Patterns After Action Assessment**. This study will seek to evaluate changes in travel behavior for area residents and to synthesize information and data related to the anticipated influx of visitors to the region during the summer of 2026. This After-Action will document and quantify baseline travel patterns and compare those against regional resident / visitor travel patterns over the course of the summer, including origin and destination of trips, mode split, identification of roadway/highway bottlenecks, changes in travel volumes and speed in area roadways and highways, and other similar key performance areas.

Background/Previous Work

In the summer of 2026, a major sporting event will bring thousands of visitors to the Kansas City area. It is anticipated that all multi-modal transportation systems will move a greater number of people throughout Kansas City than ever before.

The Kansas City region has a complex transportation network where most trips are taken in private automobiles and where congestion is low and system reliability is high on our area roadways and highways. Walking and biking trips are increasingly more popular in certain parts of the region. Public transit services are provided by a variety of public transportation services across political jurisdictions, but recent funding struggles have challenged the region's ability to deliver a robust and interconnected transit system in the region.

It is anticipated that most of visitors to the region will be transit dependent. Major activation zones will exist in areas with access to public transit, although it is possible that some of these may be deployed in zones where little or no transit access currently exists. Rental cars will be available for leasing by visitors, although it is not clear if these will be available in sufficient quantities to meet the anticipated demand. Transportation Network Companies (TNCs) services are anticipated to be available, although concerns exist about surge pricing.

Our region is likely to see corridors with minimal increases in congestion or safety-related incidents and with high economic benefits from temporary investments in multi-modal transportation. We are also likely to see areas with higher congestion and higher incidence of safety related incidents.

Tasks, Activities and Estimated Completion Dates

Task 1 – Document existing conditions, travel systems and travel patterns :

Document & quantify travel patterns pre-summer of 2026, including:

- Document & quantify rental car fleet before during and after
- Auto, Transportation Network Company (TNC), Transit, AMTRAK trips.
- Other multi-modal trips connecting activation zones/lodging areas, etc.
- Document existing micromobility services (scooters/shared bike services, etc.).
- Document existing park and ride locations. Availability of hotel shuttle services.
- Document safety/congestion metrics for key corridors/activation areas/hotel zones

Deliverables: An existing conditions, travel systems and travel patterns report that summarizes findings from the analysis, including a methodology for future replication.

Completion: June 2026

Task 2: Document deployed services and origin/destination of trips during summer of 2026

- Document enhanced transit services during duration of event.
- Enhanced services for circulation of residents/visitors during event including transit agency enhanced operating fixed routes, circulator and shuttle services. Also document KC2026 services to Arrowhead Stadium, the main central fan zone, KCI airport.
- Document funding made available to support transit services deployed during event.
 - Document major and minor activation zones deployed during tournament.
- Central main fan zone and Arrowhead stadium
- Team training sites
- Lodging (Hotels and concentration of short term rental zones)
- Activation zones and other entertainment zones
- Restaurants, Parks and natural areas, shopping, etc.
 - Quantify pedestrian, bicycle and transit trips throughout region during event.
 - Quantify enhanced deployment and use of micromobility services
 - Quantify increased sales of fuel and increased use of EV charging infrastructure.
 - Data gathering may include one or more debrief session(s) with major stakeholders and/or general public to capture lessons learned and general observations about transportation services and programs during the event. This may also include a public survey.
 - Note: MARC anticipates having availability of granular Replica data showing travel patterns during event through existing KC2026 and MARC contracts with Replica

Deliverables: Documentation which identifies all available services and large scale origin/destination of trips throughout the region.

Completion: August 2026

Task 3: Quantify key metrics for travel patterns through summer of 2026

- Quantify transportation systems performance during event, including:
- Transit Ridership, delays, wait times, travel time. Costs
- Monitor TNCs surge pricing.
- Ridership on existing AMTRAK services including the Missouri River Runner and the Southwest Chief
- Accessibility or lack of access for non-self drive trips.
- Document increases in congestion on roadways, Vehicle Miles Traveled, highway speeds.
- Document crashes, fatalities & serious injuries.
- Monitor area air quality transportation sector emissions.
- Monitor Truck and rail traffic congestion.
- Monitor activity around general aviation airports, including aviation trips (total private/commercial flights and total passengers) flying into and out of the region YoY, and transportation of people and goods into city.

Deliverables: Documentation which quantifies key metrics for travel patterns and transportation system performance during summer of 2026, including a methodology for future replication.

Completion: October 2026

Task 4:

Develop a final report that captures changes in travel patterns throughout summer of 2026, outlines any lessons learned and recommendations for future use by regional partners.

Available Formats: Written Report with Online/website content. Presentation-ready materials.

Completion: January 2027

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

ATTACHMENT B – Affirmative Action Checklist

Federal regulations require than 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 undersigned, 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

ATTACHMENT E – Government Special Provisions

Special Attachment No. 1

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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 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 Lunch Dinner	\$10.20 \$23.80 \$34.00	\$110.00
KC/Overland Park (includes Johnson, Wyandotte, & Leavenworth counties)	\$80.00	Breakfast Lunch Dinner	\$12.00 \$28.00 \$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:

KDOD.DesignContracts@ks.gov and KDOD.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.



7/8/2025

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

Date

C: Ami Fulghum, Chief, Bureau of Fiscal Services