

REQUEST FOR PROPOSALS



Transportation Demand Management Software

Requested by



February 11, 2026

REQUEST FOR PROPOSAL
WAY TO GO Program
Transportation Demand Management Software

The Mid-America Regional Council (MARC) invites interested parties to submit a proposal describing their web- and mobile-based transportation demand management software for MARC's WAY TO GO Program. (see Scope of Services)

MARC Point of Contact

All inquiries relating to this RFP should be directed to the individual shown below. For telephone inquiries, call (816) 701-8255. E-mail inquiries may be directed to kclawson@marc.org.

Karen Clawson

Air & Mobility Programs Manager
Mid-America Regional Council
600 Broadway Suite 200
Kansas City, MO 64105

Open Records and Proprietary Information

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 to contain descriptions of scientific and technological innovations in which it has a proprietary interest, 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.

Background

The Mid-America Regional Council (MARC) serves as the association of city and county governments and the metropolitan planning organization for the bistate Kansas City region. The MARC region consists of the following counties: Jackson, Clay, Platte, Ray and Cass in Missouri; Johnson, Wyandotte, Leavenworth and Miami in Kansas. MARC's Board of Directors includes 33 locally elected leaders representing these nine counties and 119 cities in the bistate Kansas City region.

MARC's WAY TO GO Program is a free, publicly-funded program whose mission is to increase mobility, reduce traffic congestion and improve air quality by providing information on and promoting commuter transportation services. WAY TO GO provides carpool trip matching, trip planning and Guaranteed Ride Home trips as well as information on major road, bridge and street construction projects. The program assists commuters who live within the MARC region and beyond. Promoting transportation alternatives to area employers is a significant part of WAY TO GO's outreach activities.

MARC will initiate a three-year contract with the selected proposer.

Scope of services

WAY TO GO seeks a transportation demand management tool from a qualified transportation demand management software vendor with experience serving the government sector. The software tool should provide ride-matching and trip-planning capabilities through desktop- and mobile app-based software service. The application must be user-friendly for both commuters and administrators.

The following software features are required:

- **Platform characteristics:**
 1. A dedicated URL
 2. Modern website that is ADA compliant (WCAG 2.2 level AA or higher) with mobile-friendly functionality that is design responsive
 3. Website hosted domestically with a reputable third-party
 4. Native mobile app available for iOS and Android operating systems
 - Mobile apps should be separate entities from the website with the ability to customize brand and content to align with WAY TO GO's brand and content needs.
 5. Application Program Interface (API) that allows integration with third party regional multi-modal transportation aggregator applications
 6. Website usage and user analytics accessible to administrators, ability to integrate with Google Analytics and Google Tag Manager
 7. Ability to download system usage/community data and reports in a format compatible with appropriate Microsoft Office applications
 8. Email and text messaging capabilities to send targeted communications to users

9. Modules must include:
 - An employer module that provides in-house trip matching and report generation
 - A commute challenge module (WAY TO GO hosts 1 per year)
 - Event-based single trip matching
 - Rewards/incentives module
 - Vanpool matching that includes cluster mapping and an ability to use services such as Commute with Enterprise
 - Publicly accessible trip planning map that has the ability to overlay park and ride lots, EV charging, bike share hubs, traffic volumes, etc.
 - Guaranteed Ride Home registration and management with the ability to manage registration, track usage and manage an auto-renewal process

- **Administrative Features:**
 1. Website and App CMS
 - Fully customizable design structure with fonts and colors that reflect the brand
 - Ability to send scheduled in-app messages and email to all or a subset of contacts
 2. Database maintenance
 - Automated notifications to renew accounts (timeframe set by administrators)
 - Automated deletion of inactive accounts with archiving of contacts (timeframe set by administrators)
 - Database of registered commuters accessible by designated administrators, either hosted off-site or cloud based
 3. Direct customer service
 - Capability for administrators to create/delete registrations
 - Capability for administrators to complete a search on the user's behalf
 4. Regionwide reporting capabilities by specified timeframes and/or employer.

Minimum reports:

 - Environmental impacts (NO_x, VOC, CO and CO₂)
 - Reductions in vehicle miles traveled
 - Overall cost savings generated by system users
 - Number of new registrations and deleted accounts
 - Number of successful match reports
 - Names of registrants deleted from the database during a specific time frame
 - Health-based metrics, like calories burned
 5. Cybersecurity (See General Cybersecurity Requirements – page 8)
 - Cybersecurity insurance
 - Compliance with one or more security standards

- Multi-factor authentication
- Dedicated mail server or dedicated static IP addresses on a public email provider system
- 6. Downloadable internal program research analytics
 - Names, addresses, phone numbers and e-mail addresses of users
 - Origin/destination points, work schedule, registration date and preferences of users
- 7. Integrations
 - App integration capabilities (Google/FitBit, MapMyRide, Strava, etc.)
- 8. Vendor Services:
 - Existing data migration assistance, if applicable
 - Will collaborate with current provider, if applicable
 - Technical training and implementation of best practices to internal staff
 - Ongoing and timely technical support via telephone and the web
 - The selected provider should use commercially reasonable efforts to ensure that the service, apps and website are available 24 hours per day, seven days per week, excluding any scheduled downtime. The vendor should provide seven days advance notice of scheduled downtime. The vendor should enable uptime notifications and provide customer service support to resolve unexpected outages in a timely manner

1. System user features:

- Password-protected account for individual commuters
 - Anonymity and security of commuters who appear in search results
- Limit shared information to: first names, commute preferences, approximate locations, hours, employee or student designations, and comments (as desired)
- Native Spanish language translation (app and desktop)
- Format and design standards that accommodate persons who use assistive technologies on their computers to access and use services
- Profile interface
 - Option for commuters to deactivate and/or reactivate their account
 - Account set-ups must require the following information:
 - First and last name
 - Address
 - Phone number
 - Email address
 - Work/school name and location
 - Indication of whether they are an employee or student
 - Preferred schedule (Work/school days and hours)

- Accounts must provide the ability to select or change preferences for partner matches which include:
 - Smoking/non-smoking/no preference
 - Male/female/Non-binary/no preference
 - Driver/non-driver/no preference
 - Number of people they prefer to commute with
- Options should be available by the account holder to:
 - Type an open-ended brief comment that will appear with their user profile on commute partner lists to explain special needs or considerations
 - Send an email message to a match using a default or a customized message
 - Receive an automated e-mail notification when they appear on someone's match list
- Access to a historical ride matching activity report for the account that also includes a summary of associated environmental impact reductions, cost savings and reduced vehicle miles traveled over a user specified time frame
- Trip-matching interface
 - Ability to assess the potential for multimodal transportation options, including public transit, ridesharing, vanpooling and bicycling,
 - Search features that incorporate origin and destination points (geocoded onto maps), work/school schedule and personal preferences
 - Option for commuters to search for commute partners among employees of their company or among the general user pool
 - Flexibility to determine the radius (in miles) to search for matches and to search along a customized route for matches

Proposal submittal requirements

Proposals in response to this request must be received by **5:00 p.m. CST on *March 4, 2026***. One electronic copy in PDF format of the proposal should be sent via email to Karen Clawson at kclawson@marc.org. It is the responsibility of the submitter to ensure successful receipt of the submission.

The proposal should include the following items:

1. Introductory statement and qualifications – A statement (1 page maximum, 11 pt. Calibri font, single space) briefly describing the vendor's solution (including general capability to provide the platform features, administrative functions, and vendor services as specified in Scope of Services) and a statement of qualifications (1 page maximum) about the proposer's area(s) of expertise, experience with transportation-centered work, experience with government sector, MPO/COG clients, length of time in business, number of employees and

- offices, and the number of staff assigned to account management and software development.
2. [Features Checklist](#) – Download and complete the [features checklist](#). Include with your completed proposal as an .xls file (no PDFs).
 3. Project Timeline and staff commitment – Description of work tasks and staff resources for developing a TDM application for the Kansas City region, including data migration description and timeline (2 pages maximum).
 4. Previous 12 months uptime performance for hosted solutions similar to the scope of this project (account-based, user-driven), together with a detailed narrative about the hosting company’s disaster recovery capabilities (i.e., information about the data center, backup procedures, redundancy, and system failure recovery plan) and ability to handle unusual user volumes during events (e.g. FIFA World Cup) (2 pages maximum).
 5. A cost proposal outlining the following costs:
 1. First-year:
 - i. Software purchase, licensing, customization, map fees, data transfer, developmental technical support, other, if applicable.
 - ii. Annual hosting fees, routine technical support, maintenance, and upgrade costs for an initial two-year contract period.
 2. For each of the features listed in the Scope of Services, an indication of whether the feature is included in the out-of-box product or requires customization, and a breakout of the discrete costs associated with each customized feature.
 6. Certification Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion Form (See Attachment B).
 7. Certification Regarding Lobbying (See Attachment C).
 8. Three references (contact info only) from existing customers in the United States. Two references must be from government, MPO or COG clients providing transportation demand management programs to commuters.
 9. Proposers may add detailed screenshots and product narrative in an appendix.

Debarment

Each proposer will be required to certify by signing the “Certification Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion” Attachment B. Additionally, the vendor must be registered in the U.S. Government System Sam.gov <https://sam.gov/content/home> before any contract can be executed. “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.

Artificial intelligence

Any product that has any kind of content produced by generative 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), videos, documents and artwork/images.

Digital accessibility

MARC will adhere to the forthcoming web content accessibility guidelines (WCAG) 2.2 at level AA. Any work produced for MARC must meet accessibility standards, this includes (but is not limited to) captions, adequate color contrast, transcriptions and other considerations.

Compliance with General Cybersecurity Standards

The software provider shall implement and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality, integrity, and availability of all data processed, stored, or transmitted by the software. Such safeguards shall, at a minimum, include up-to-date security patches, encryption of sensitive data at rest and in transit, access controls, regular vulnerability assessments, and prompt remediation of identified security risks.

Compliance with one or more of the following security standards is required (if applicable):

- ISO/IEC 27001 (Information Security Management Systems)
- NIST Cybersecurity Framework
- SOC 2 (System and Organization Controls for Security, Availability, Processing Integrity, Confidentiality, and Privacy)
- OWASP Application Security Verification Standard (ASVS)
- PCI DSS (Payment Card Industry Data Security Standard), if payment processing is involved
- Any other relevant cybersecurity standards and regulations

If none of the above certifications are provided, the vendor will be required to complete a cybersecurity audit initiated by the Mid-America Regional Council

The Software Provider shall also comply with all applicable laws, regulations, and industry standards related to cybersecurity.

Multi-Factor Authentication

The Software Provider is required to implement secure multi-factor authentication (MFA) methods for all administrative access and any user access to sensitive data. MFA solutions must utilize at least two independent authentication factors, such as something the user knows (password or PIN), something the user has (security token or authenticator app), or something the user is (biometric verification).

MFA mechanisms should be configured to follow industry best practices, including protection against phishing attacks and support for secure password recovery procedures. The Software Provider shall ensure that MFA is enforced by default and that bypassing or weakening of MFA controls is strictly prohibited.

Communication

The Software Provider must provide a dedicated mail server or provide a dedicated static IP address on a public email provider and ensure that any mail servers used for email communications are configured according to industry best practices for security and reliability. Mail servers shall support encrypted protocols such as TLS (1.2 or higher) for both inbound and outbound messages, enforce strong authentication for mail relay, and implement anti-spam and anti-malware protections. Additionally, the provider should enable logging and monitoring of mail server activity to detect and respond to suspicious behavior or unauthorized access attempts promptly.

The Software Provider must also ensure that all email communication functionalities within the system are designed and implemented with robust security controls. This includes encrypting email transmissions, authenticating senders and recipients, and protecting against common threats such as phishing, spoofing, and unauthorized access to sensitive information shared via email.

Selection criteria

MARC will use the following criteria and weights to evaluate the proposal:

1. Completeness of the proposal (15%)
2. Qualifications, experience of the proposing firm, and past performance (25%)
3. Software quality and effectiveness: Trip matching effectiveness, user-friendliness of the commute management software application and demonstration of commitment to quality improvement (20%)
4. Project approach/ ability to meet requirements: Ability of the proposer to develop a TDM application to MARC’s specifications and on the proposed timetable; level of ongoing support included in the proposed cost structure. (20%)
5. Cost proposal and affordability (20%)

MARC staff will review submissions and select those that best meet the evaluation criteria set forth in this RFP. If proposing vendors are shortlisted, interviews will take place March 16-17, 2026. The final selection of a Contractor shall occur by March 17, 2026, with a contract negotiated and executed no later than March 27, 2026 (contingent upon subsequent approval by MARC’s Board of Directors and KDOT). MARC reserves the right to negotiate a contract, including the scope of work, and contract price, with any proposers or other qualified party.

The following is the planned schedule for the Contractor selection process:

Activities	Schedule
RFP issued	February 11, 2026
RFP questions due to MARC (must be in writing via email)	February 19, 2026
Q&A Posted	February 23, 2026
Proposals Due	March 4, 2026, 5pm CST

Short List Announced	March 10, 2026
Interviews	March 16-17, 2026
Selection of vendor	March 17, 2026
Contract Execution/ Notice to proceed (pending approval by the MARC Board of Directors and KDOT)	No later than: March 27, 2026 5pm CT
Application launch	May 31, 2026

Award of contract

MARC will notify the selected candidate by telephone and email. Following verbal notification, MARC will negotiate a standard professional service agreement. The selected candidate’s proposal will be incorporated by reference in the contract. Additionally, MARC will notify, in writing, the candidates who are not selected.

This Request for Proposals does not commit MARC to award a contract or pay any incurred costs in association with this RFP preparation and/or response. MARC reserves the right to accept or reject any proposal received as a result of this request, or to cancel any or all sections of this RFP, if it is considered to be in the best interest of MARC. MARC reserves the right to negotiate with proposers related to project cost, or for technical or other revisions that may result from these negotiations. Uptime and reliability guarantees will be agreed upon prior to contract execution and may include arrangements for funding reductions based on performance.

A decision to contract with any proposer will be made by the MARC Board of Directors, following a staff recommendation.

Subject to selection and successful negotiation, MARC desires to have a contract signed by March 27, 2026 and final solutions launched by May 31, 2026.

Project funding

Funding to purchase the ride-matching application will be provided by federal funds allocated to MARC. Final contract and commitment to purchase will be executed contingent upon the availability of these funds. MARC reserves the right to cancel the purchase due to lack of available funds.

Protest Procedures

In the course of this solicitation for proposals and the selection process, a proposer (bidder of offer or whose direct economic interest would be affected by the award of the contract) may file a protest when in the proposer’s opinion, actions were taken by MARC staff and /or the selection committee which could unfairly affect the outcome of the selection procedure. All protest should be in writing and directed to Mr. David Warm, Executive Director, dwarm@marc.org. Protest should be made immediately upon occurrence of the incident in question but no later than three (3) days after the

proposer receives notification of the outcome of the section procedure. The protest should clearly state the grounds for such a protest.

Upon receipt of the protest, MARC's Executive Director will review the actual procedures followed during the selection process and the documentation available. If it is determined the action(s) unfairly changed the outcome of the process, notifications with the selected proposer will cease until the matter is resolved.

Attachment A

1. Vendor is required to submit an itemized cost breakdown and a Federal Indirect Cost Audit report including an acceptance letter from other Federal agency and/or State DOT (if applicable). Cost breakdown shall show detailed/specify line items in the following categories:
 - Direct Labor
 - Labor Overhead as:
 - Fringe Benefits
 - Overhead
 - Direct Material (if applicable)
 - Material Overhead (if applicable)
 - Other Direct Cost
 - General and Administrative (G & A)
 - Subcontracts
 - Profit/Net Fee
2. Complete and include in proposal the CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION Attachment B.
3. Complete and include in proposal the CERTIFICATION REGARDING LOBBYING Attachment C.
4. Review SPECIAL ATTACHMENT NO. 1 FROM KDOT which indicates nondiscrimination clauses pertaining to the vendor on this contract Attachment D.
5. Review KDOT'S TRAVEL POLICY Attachment E
6. Review DA-146a Contractual Provisions Attachment F.

Attachment B

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 C

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. 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 and Title of Authorized Official)

(Signature of above Official)

(Date)

Attachment D

SPECIAL ATTACHMENT 1

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment To Contracts or Agreements Entered Into By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto, REHABILITATION ACT OF 1973, and any amendments thereto, AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto, AGE DISCRIMINATION ACT OF 1975, and any amendments thereto, EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto, 49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the Regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such ACT, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following “Nondiscrimination Clauses”.

CLARIFICATION

Where the term “consultant” appears in the following “Nondiscrimination Clauses”, the term “consultant” is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

Nondiscrimination Clauses

During the performance of this contract, the consultant, or the consultant’s assignees and successors in interest (hereinafter referred to as the “Consultant”), agrees as follows:

- 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

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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.

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- 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.

Attachment E

KDOT POLICY FOR 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

Attachment F

KDOT CONTRACTUAL PROVISIONS (DA-146A)

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 vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), 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:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor 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. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor 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 contractor 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) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor 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 contractor 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 State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do 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 State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
- a. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies 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 State of Kansas and its agencies 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 contractor shall bear the risk of any loss or damage to any property in which the contractor 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 State 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.