

REQUEST FOR PROPOSALS

Transportation Resiliency KC Technical Support for Phase 2

Requested by



May 4, 2026

REQUEST FOR PROPOSALS

Transportation Resiliency KC

Mid-America Regional Council (MARC) is seeking qualified consultants to complete a multimodal transportation system-focused resilience plan for the Kansas City region. The proposed plan advances work that was completed during the [first phase](#) of the study where stakeholder and community engagement supported the development of a model framework which will use existing risk assessments and leverage regional data to identify priority hazards and vulnerable transportation assets. Using a phased and collaborative methodology, the plan will guide strategic investments and policy decisions that boost long-term resilience across the region.

The [Regional Climate Action Plan](#) includes a high-level risk and vulnerability assessment, recognizing three chief hazards expected to be exacerbated by extreme weather: flooding, drought, and excessive heat. This plan will build upon previous analyses in the transportation context by considering the climate's effect on surface transportation and freight facilities. The enduring effectiveness of these systems in the face of extreme weather should be reflected in any recommendations.

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. Email inquiries may be directed to kclawson@marc.org. All inquiries shall be submitted on or before **5:00 PM CDT on Friday, May 13, 2026**.

Karen Clawson

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

Background

The Kansas City region is increasingly vulnerable to natural hazards that threaten transportation infrastructure, disrupt daily life, and pose risks to public safety and the economy. In response, MARC proposes the development of a comprehensive resilience improvement plan for the KC region. This initiative aims to strengthen the region's ability to withstand, recover from and bounce back from disruptive events by integrating data-driven analysis and coordinated planning into existing transportation strategies.

The [Federal Highway Administration's \(FHWA\) Climate Change and Extreme Weather Vulnerability Assessment Framework](#) will serve as the backbone for the plan. Proposals should demonstrate compatibility and consistency with existing plans, including [Connected KC 2050](#), [KC Regional Trails and Bikeway Map](#), [Kansas](#) and [Missouri](#) Regional Hazard Mitigation Plans and the [KC Regional Pedestrian](#)

[Policy Plan.](#)

Purpose

MARC is seeking an experienced consultant to develop a regional transportation vulnerability and resiliency plan tailored to the Kansas City region. The purpose of the plan is to create a set of analytical tools, criteria, and decision-making supports to substantially increase the ability of the community and the multimodal transportation system to withstand, recover and bounce forward from disruptive events such as flooding, drought, and extreme heat. The framework will protect long-term investments by federal, state, and local government in transportation infrastructure. The framework also will identify how existing transportation infrastructure contributes to regional risks and vulnerabilities, such as urban heat islands and flooding, and develop appropriate mitigation strategies.

The subject RFP is intended to complete the second phase of a two-part planning process. The work will build from a [phase one report](#) consisting of a summary of public outreach, including steering committee and focus group meetings, a proposed narrative for future grant funding, a proposed screening and project prioritization matrix, and a tiered framework strategy for a future resilience improvement plan. To complete the second phase of the plan, an inventory of existing assets and hazard identification will be completed to create a comprehensive catalog of transportation infrastructure (roads, bridges, transit systems, etc.) and identify key natural hazards (extreme heat, drought, flooding, extreme winter weather, etc.) and match them with assets at highest risk. The asset inventory, combined with a criticality determination and risk assessment, will be analyzed to produce a profile of regional risk, including economic, operational, and social consequences. Insights from the assessment will be translated into actionable recommendations for infrastructure upgrades, emergency preparedness, and long-term resilience strategies which will be integrated into existing planning tools such as the Transportation Improvement Program and ConnectedKC 2050.

Scope of Services

The selected consultant will complete the following tasks:

- Task 1: Project Management and Coordination
- Task 2: Stakeholder Engagement
- Task 3: Data-Informed Resilience Assessment
- Task 4: Next steps
- Task 5: Final report and presentation

Task 1: Project Management and Coordination

Immediately upon receipt of a notice to proceed, the Consultant(s) shall develop a project management plan in coordination with the MARC project management team. Tasks and processes related to deliverables will be executed during the contract term.

The project management plan will establish protocols for communicating and sharing data, drafting materials for review, data collection strategies, and developing other resources with the project

management team. A schedule for project update meetings will be established and preliminary dates for key work-task milestones and decision-making points will be defined.

Deliverables:

- Develop a project management plan schedule including milestones, critical path items, community meetings, and attend project meetings or conference calls.
- Prepare meeting agendas and minutes, particularly noting key decisions and action items.

Task 2: Stakeholder Engagement

This task implements feedback acquired from stakeholder engagement which was completed in Phase 1. The Consultant and MARC project team will review and affirm or reconsider the list of stakeholders who participated in the first phase of the project to engage in conversation on priority strategies, establish best practices, identify barriers to implementation, and consider persuasive communication styles. These groups of stakeholders may include local elected officials, staff from partner agencies/local governments, subject matter experts, academics, staff from peer MPOs and DOTs, and the general public.

Deliverables:

- Develop a stakeholder engagement plan, including a review of existing stakeholders and steering committee members. Consider if participants represent an adequate mix of individuals who have expertise and knowledge to contribute to a vulnerability assessment.
- Stakeholder meetings and associated meeting materials (minimum of two).
- Develop content for the project website (hosted by MARC).
- Develop content for social media posts (posted by MARC, minimum of two).
- Host a public webinar or meeting to communicate plan recommendations.

Task 3: Data-Informed Resilience Assessment

The resilience improvement plan will be informed by a risk-based assessment of vulnerabilities of the surface transportation system to current and future extreme weather events such as flooding, drought, extreme heat, and extreme winter weather. The assessment will also consider the risk to users, particularly how they are protected from hazards through infrastructure or environmental solutions. Task 3 should advance existing regional resilience planning by expanding data-driven scenario modeling capabilities, identify at-risk infrastructure within the local and state elements of the system to prioritize needs, and strengthen technical capacity for local jurisdictions. Deliverables shall be consistent with, and complementary to, state and local mitigation plans.

Task 3.1: Vulnerability Assessment Tool Development

To support the risk-based assessment, expanded data sets and tools needed to run disruption scenarios will be developed by the Consultant. The Consultant may propose any approach, tool, or innovative product which, at a minimum, assesses the surface transportation system for flood and heat risk in current and future conditions. The tool must be accessible at no cost to MARC beyond the contract term. The tool shall communicate how an extreme weather event could impact the transportation network by:

- Enhancing existing data tools to model and analyze the impacts of extreme weather events (e.g.,

- flooding, drought, extreme heat) on the transportation system;
- Conducting scenario-based assessments to evaluate network disruptions, response strategies, and long-term adaptation measures;
 - Utilizing data to conduct link-specific analysis to determine how improving a specific asset or corridor's resiliency would improve the overall system performance and continuity. Stakeholder engagement should be used to help confirm the results of the model;
 - Using tools to conduct a stranded zones analysis at the community level; and
 - Providing actionable insights to inform infrastructure investments and emergency preparedness efforts.

Functionality of the tool should be prioritized as follows:

1. Data Analysis - Data repository and analysis tool for the Consultant and MARC to use internally for identifying current and future risks to the surface transportation system and to complete the data-informed resilience assessment required for plan development.
2. Data Exploration - The tool, or its outputs, must be shareable online to stakeholders on MARC's website. It should help the public understand current and future risks to the surface transportation system. Examples of outputs could include maps, charts, and graphs.
3. Data Submittal - Functionality for stakeholder engagement that gives permissions to specific stakeholders to upload data or hotspots directly into the tool. Data submitted would be for incorporation into the risk assessment as potential resilience projects in the transportation resilience improvement plan or future projects.

Task 3.2: Vulnerability and Resilience Assessment

The Consultant will perform a risk-based assessment of potential current and future risks to the multimodal surface transportation system using the tool developed in Task 3.2 to identify hotspots and prioritize funding for projects across the Kansas City region. The risk assessment framework shall identify priority transportation and infrastructure projects that improve regional resiliency by:

- Aligning resilience planning efforts with local, regional, and state goals;
- Identifying vulnerabilities and risks in the transportation network by corridor and asset related to extreme weather;
- Identifying communities that are especially vulnerable to the transportation impacts of extreme weather events;
- Developing prioritized strategies leveraging nature-based solutions to mitigate risks and enhance long-term system resilience; and
- Integrating resilience factors into MARC's project prioritization process for receiving federal funding.

The resulting assessment, including input from stakeholders and local governments about areas of critical need will generate a list of key facilities, relevant performance metrics, criticality analysis, and data on the characteristics of existing assets that may be targeted for current or future improvements. The priority areas will be incorporated into the final plan as a recommendation to inform future local funding decisions, MARC discretionary funds, and applications to future state or federal grants.

Deliverables

- Technical memo on flood risk analysis and extreme heat models, including preliminary identification of critical transportation assets and vulnerabilities.
- Map of critical assets and those assets in relation to flood/extreme heat events.

- Final vulnerability assessment tool including all data collected to build and use it for data analysis, exploration, and submittal.
- Comprehensive user documentation, training materials, and at least one interactive training session for MARC staff on the use, maintenance, and updating of the tool.
- Formatted recommendations which can be incorporated into the long-range transportation plan and other modal plans either by an appendix or separate chapter.
- Draft resilience improvement plan submitted for comments.

Task 4: Next steps

The Consultant will prioritize studies or policies that MARC should pursue within the short-term after adoption of this plan that can significantly increase the resiliency of the transportation system. These include, but are not limited to, funding policies, outreach to local governments, or project implementation.

Deliverables:

- Technical memo identifying strategies and/or funding sources which support capacity building for local jurisdictions on transportation resilience planning and project development by:
 - Sharing evidence-based best practices for incorporating resilience into transportation planning, design, and construction by leveraging a diverse group of experts;
 - Facilitating training sessions, workshops, and technical assistance to improve climate adaptation strategies;
 - Developing resource guides and decision-support tools to help communities proactively address transportation challenges exacerbated by extreme weather events; and
 - Educating local jurisdictions on the updated project scoring and prioritization process for advancing resilience projects and programs in the region.
- Post-planning technical memo detailing actionable strategies and how those contribute to short, intermediate, and long-term system resilience.

Task 5: Final report and presentation

Consultant will provide a final report summarizing total work performed in Tasks 1-4. This will be in addition to the final plan and will serve the purpose of concluding the project. This final report will also be the opportunity for recommendations, gaps identified, and lessons learned.

Deliverables:

- Final draft of the resilience improvement plan report.
- Final presentation (1) (audience to be determined).

Selection Criteria

MARC will use the following criteria to evaluate the proposal:

Criteria	Weight
Project understanding and approach	35%
Qualification and experience of firm	30%
Examples of past performance	20%
Completeness of proposal	15%

Project understanding and approach: The proposal demonstrates an understanding of the requested services and includes a proposed approach to the project, including key activities, milestones, timelines, and deliverables. It should also refine and confirm deliverables, as outlined in the scope of work section of this proposal. Also, identify potential risks that may affect cost, schedule, or project success as well as proposed consultant activities to mitigate the identified risk.

Qualification and experience of firm: The proposal conveys the specialized experience and technical competence of the consultant and assigned staff relative to this project. Experience of the project manager, the prime contractor(s), and any subcontractor(s) are clearly identified, and the amount of time key staff will dedicate to the project is clearly provided. The proposal demonstrates an expertise in resiliency planning that reconciles the interconnected nature between transportation and extreme weather. The consultant should also show prior experience in public engagement, timeliness on similar projects, and familiarity with local jurisdictions in the MARC region.

Examples of past performance: The proposal demonstrates the consultant’s relevant experience and technical capabilities in transportation planning necessary to successfully execute the work set forth in this RFP.

Completeness of proposal: The proposal shows an understanding of project objectives. Includes the consultant’s proposed methodology, desired results, and expected outcomes. Demonstrates innovative ideas and an efficient approach that accomplishes objectives set forth in this RFP.

Consultant Selection/Project Schedule

The maximum budget for this project is \$450,000. A selection panel will be comprised of MARC staff, local government, and MARC committee representatives. The consultant selection process will be overseen by a committee representing partner communities and stakeholders and will be subject to MARC procurement processes. The following is an outline of the proposed project schedule. The schedule may be modified while refining the contract scope of work after the consultant selection process has been completed.

Activities	Schedule
Issue Request for Proposals	May 4, 2026
RFP Questions Due (sent to MARC Point of Contact)	May 13, 2026 by 5pm CDT
Q&A Posted	May 18, 2026 by 5pm CDT
Submissions Due	May 29, 2026 by 5pm CDT
Short List Announced	June 4, 2026
Interviews	June 10 & 11, 2026
Recommendation to Award (pending MARC Board Approval)	June 12, 2026 at 5 pm CDT
Contract Execution/ Notice to proceed	Early July 2026

Submittal Requirements

Responses to this request must be received by **5:00 PM CDT on Friday, May 29, 2026**. One electronic copy in PDF format (15 MB max) of the proposal should be sent via email to Karen Clawson at kclawson@marc.org. To be eligible for consideration the application may not exceed 10 (ten) single sided pages to the following specifications: Calibri, 11pt font, single-spaced, résumés, references and fee sheet are not included in the 10-page maximum. It is the submitter's responsibility to ensure successful receipt of the submission. The proposal should include the following sections:

Cover Sheet

A single page cover sheet shall list the name of the consultant team or individual with names, email addresses and phone numbers of individuals who may be contacted to answer questions. Also, the cover sheet shall state who prepared the submittal and how that person(s) can be reached, including phone number and email address.

Introductory Statement and Qualifications

A statement of qualifications about the proposer's area(s) of expertise, length of time in business, number of employees and offices. Highlight what you see as the unique opportunities, challenges, and priorities of this project and how your team will address them.

Project Approach

Describe your team's approach to the project's scope of work. Include information on methods, meetings, deliverables, and other project related information for the tasks. Include any project approaches or ideas not included in the Scope of Services that you would apply to this project to enhance the quality of your services. The consultant is encouraged to offer additional insights and may propose modifications to the scope of work.

Resumes and References

Describe the expertise and qualifications of key personnel who would be assigned to assist MARC. Please include resumes for those who will be working on the project. For key personnel, list the experience and percentage of time each will be able to dedicate to this project. Limit resumes to one page per person.

Relevant Experience

Highlight relevant previous work and public engagement tasks which exhibit the team's ability to conduct a regional transportation resiliency plan for Kansas City. Please limit summaries of prior work to 2-3 paragraphs each, with no more than three examples. Identify at least three references for each project. Include the client, contact person, mailing address, email address, and telephone number for each reference. References from previous clients should involve projects completed within the last five years.

Fee Sheet

Using the template provided in Attachment A, please provide your proposed costs for these professional services. The selected consultant team should be prepared to submit audited overhead schedules during the contracting phase for the purpose of overhead rate verification.

Award of contract

This Request for Proposals does not commit MARC to award a contract or pay any costs incurred 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. A decision to contract with any proposer will be made by the MARC Board of Directors, following a staff recommendation.

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>. “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.

Open Records Act 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.”

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.

List of Attachments

Attachment A: Fee Sheet Template

Attachment B: Complete the CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

Attachment C: Complete the CERTIFICATION REGARDING LOBBYING

Attachment D: Review the Special Attachment No. 1 from KDOT indicates nondiscrimination clauses pertaining to the vendor on this contract.

Attachment E: Complete KDOT'S TRAVEL POLICY

Appendix A: Fee Sheet Template

	Name of RFP:			
DETAILED DESCRIPTION	Estimated Hours	Rate/Hour	Total Estimated Cost	
1. Direct Labor				\$0.00
				\$0.00
				\$0.00
				\$0.00
A. Total Direct Labor Cost	0			\$0.00
2. Burden (Overhead)				
Fringe Benefits (___%)				\$0.00
Overhead (___%)				\$0.00
B. Total of Burden				\$0.00
C. Total Direct Costs and Burden (A+B)				\$0.00
D. Fixed Fee (___% applied to A+B)				\$0.00
E. Total Cost plus Fee (C+D)				\$0.00
3. Other Direct Cost (includes meeting expenses, printing, etc.)				
F. Total Other Cost				\$0.00
4. Special Equipment				\$0.00
G. Total Special Equipment				\$0.00
5. Travel (mileage will be reimbursed at \$0.67/mile)		0.67		\$0.00
H. Total Travel				\$0.00
I. Total Expenses (E+F+G+H)				\$0.00
6. Subcontractors				
J. Total Subcontractors				\$0.00
M. Total Estimated Cost (I+J)				\$0.00

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: KDOT Special Attachment

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 Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the Contractor, for itself, its 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 nondiscrimination 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 nondiscrimination 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. 100-259), (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, (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. §§12131-12189as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38);
- The Federal Aviation Administration’s nondiscrimination 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).

7. **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.

KDOT OCC/OCR Rev. 04.25.2025

Attachment E: KDOT Policy for Consultant Reimbursement for Hotel and Per Diem

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