

Request for Proposals

Travel Demand Model Support Services



Agency Overview

The Wichita Area Metropolitan Planning Organization (WAMPO) serves as the Metropolitan Planning Organization (MPO) and the Transportation Management Area (TMA) for the greater Wichita, Kansas metropolitan area. MPOs are federally required regional policy bodies in urbanized areas with populations over 50,000. MPOs recognize the critical links between transportation and other societal goals, such as economic health, air quality, social equity, environmental resource consumption, and overall quality of life. WAMPO is responsible, in cooperation with the Kansas Department of Transportation (KDOT) and Wichita Transit, for carrying out the metropolitan transportation planning process. WAMPO facilitates regional discussions for transportation improvements for the twenty-two municipalities and three counties that are in the WAMPO region.

Background

Since WAMPO is the region's designated metropolitan planning organization, it maintains the travel demand model for the Wichita metro area. WAMPO's primary uses of the model are to forecast travel demand and to evaluate the future performance of the region's transportation network as part of the metropolitan transportation planning process. Local governments and KDOT also use the model to evaluate travel patterns and impacts on the regional transportation system (e.g., highways, other major roads, and transit services) from proposed transportation and land-development projects. WAMPO outsources all of its model work, including large-scale updates, support services, and other associated tasks.

The WAMPO travel demand model is a four-step model, built using TransCAD software. It is calibrated for a base year of 2017 and uses forecasted data reflecting 2040 conditions. The travel-demand-model area covers all of Sedgwick County, a portion of northern Sumner County, and a portion of western Butler County, Kansas. Complete model documentation and the files necessary to run the model are available upon request.

Scope of Services

WAMPO is inviting proposals from qualified vendors to update the WAMPO regional travel demand model during the time period of April 2022 through December 2023, with a possible extension for other potential services. The types of services requested are divided into two categories – known, required services and possible services. The selected vendor will be expected to carry out the known, required services during the term of the contract (as shown below, some of the known, required services have deliverables that must be submitted by deadlines that are earlier than the end date of the overall contract term), at an estimated cost of \$500,000. The possible services include tasks that may become necessary during the period of the contract; should a need for these services arise, WAMPO and the selected vendor will draft and agree upon a scope of services for the task(s), at an estimated cost of \$100,000 to \$200,000.

Known, Required Services

1. *Due October 2022:* Plan and conduct a model update. This update will include:
 - a. Updating the base year from 2017 to a more recent year (depending on data availability and how aberrational each year is judged to be), updating the horizon year from 2040 to 2050, and modeling several interim years.
 - b. Updating the base-year dataset with any available new demographic data and land-use plans.
 - c. Representing both daily and peak-period travel patterns.
 - d. Creating a freight model that is integrated with the personal-travel model.

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- e. Accounting for the effects of delivery services (e.g., DoorDash) and ride-hailing services (e.g., Uber).
 - f. Updating the roadway network, the transit network, and the Traffic Analysis Zone structure.
 - g. Incorporating a nonmotorized-travel model.
 - h. Calibrating and validating the updated model. This will include identifying traffic count locations and obtaining counts for those locations, as well as utilizing existing traffic counts taken by WAMPO's member jurisdictions and planning partners for the model update.
 - i. Working with a model-validation taskforce made up of representatives from WAMPO member jurisdictions and planning partners to get their input on updates to the model. Instead of a Household Travel Survey, the update will use GPS origin-destination data. The update will also rely on the most recent available travel-time data and external-station data (these are available upon request). If needed, U.S. Census Bureau LODES commute-flow data are also available.
2. Design and implement a process and schedule to keep the model and its input data up to date and account for current and future changes in the transportation network and future development of the Wichita region. Sources of updated information could include, but are not limited to, the following:
 - a. Updates made to the model by other users, including KDOT, local governments, and consultants retained by KDOT and/or local governments for planning and engineering work.
 - b. Road-centerline Geographic Information System (GIS) data, American Community Survey data, traffic-count data, building-permit data, and transit-route data.Any proposed process will be reviewed and approved by WAMPO staff prior to implementation.
3. *Due January 2023:* Run the model, edit the network and input data as needed, and provide output data and documentation (e.g., maps, Excel spreadsheets, GIS shapefiles, and text with analysis) to support the creation of WAMPO's next Congestion Management Process (CMP) report.
4. *Due July 2023:* Develop a clear methodology for using model outputs in Environmental Justice (EJ) analyses.
5. *Due July 2023:* Develop a clear methodology for generating traffic growth-rate estimates/forecasts in response to anticipated requests from WAMPO planning partners and member jurisdictions.
6. *Due December 2023:* Integrate the travel demand model with the U.S. Environmental Protection Agency's (EPA's) Motor Vehicle Emission Simulator (MOVES) model, in order to facilitate the potential future forecasting of air-quality impacts from vehicle traffic.
7. Run the model, edit the network and input data as needed, and provide output data and documentation (e.g., maps, Excel spreadsheets, GIS shapefiles, and text with analysis) to support the project-selection and decision-making processes for WAMPO's next Metropolitan Transportation Plan (MTP), which will be completed in 2025.
8. Propose and carry out activities to increase education and awareness of the model and its inputs/outputs and possible uses, including developing and providing timely content for the WAMPO website and developing guidance information for users. Proposed activities will be reviewed and approved by WAMPO staff prior to implementation.
9. In response to requests from WAMPO planning partners and member jurisdictions, provide maps, Excel spreadsheets, GIS shapefiles, and text with analysis regarding the model's outputs, performance measures, and degree of sensitivity under its current configuration.

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Requested data types may include, but are not limited to, average travel speeds, travel times, link delays, capacities, and levels of service.

10. For WAMPO studies and reports, provide maps, Excel spreadsheets, GIS shapefiles, and text with analysis regarding the model's outputs, performance measures, and degree of sensitivity under its current configuration. This may include, but is not limited to, average travel speeds, travel times, link delays, capacities, and levels of service.
11. Recommend model Graphical User Interface (GUI) improvements and/or travel studies/datasets/parameters for WAMPO to consider for future model updates and to allow WAMPO to better comply with transportation conformity requirements.
12. Attend WAMPO committee meetings and meetings with WAMPO regulators, planning partners, or stakeholders, as requested by WAMPO staff, to speak about the model and its uses, data requirements, and outputs, either with or without WAMPO staff present.
13. Participate in meetings with the WAMPO project manager to review progress, answer questions, and plan next steps on a regular basis.

Possible Services

1. Although one of the known, required services is integrating the travel demand model with the U.S. EPA's MOVES model (see above), actually using it to forecast air quality in the Wichita, KS metropolitan area is only a possible service. Bidders should include pricing for such forecasts in their bid, listed separately from the known, required services described above. Should air-quality forecasts be necessary, WAMPO staff and the selected vendor will agree on the forecast year(s) and draw up a scope of services based on the prices listed in the vendor's proposal.
2. Research on and modeling of the effects of emerging technologies and patterns of goods delivery.

Proposal Content

The purpose of the proposal is to demonstrate the qualifications, competence, and capacity of firms seeking to provide comprehensive services specified herein for WAMPO, in conformity with the requirements of the Request for Proposals (RFP). The proposal should demonstrate qualifications of the firm and its staff to undertake the project. It should also specify a proposed approach that best meets the RFP requirements. The proposal must address each of the service specifications in the Scope of Services.

WAMPO is asking qualified consultants to supply the following information. Please include all requested information in the proposal to the fullest extent practical.

1. A detailed list of tasks and subtasks you expect to complete, including descriptions of how you will complete them. Milestones for the development of the project and the completion of individual tasks should be submitted with the proposal.
2. A timeline for completion of the requested services.
3. A list of projects of similar size, scope, type, and complexity that the proposed project team has successfully completed in the past.
4. The principal individual who will be responsible for the work, and others who you anticipate will play significant roles. A resume for each individual should be submitted.
5. A list of any subcontracted agencies, the tasks they will be assigned, the percent of the work to be performed by them, and the staff from the subcontracting agency/ies that will be assigned to the project.

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6. Client references for whom similar services to those described in this RFP were performed and that may be contacted by WAMPO. Please include the following for each reference: organization, contact name, title, phone number, email address, and scope of services provided.
7. The ability of the firm to meet required time schedules.
8. The cost structure for services, including:
 - a. Actual cost.
 - b. Man hours, itemized to include worker categories (project manager, modeler, etc.), estimated hours, rates per hour, and total costs.
 - c. Supplies and materials.
 - d. Travel.
 - e. Subconsultant(s), if necessary. (Please note that the same detailed cost information must be shown for each subconsultant.)
 - f. Overhead.
9. Review, complete, and submit the completed versions of the following RFP Attachments with the proposal:
 - RFP Attachment 1 (KANSAS DEPARTMENT OF TRANSPORTATION SPECIAL ATTACHMENT)
 - RFP Attachment 2 (STATE OF KANSAS CONTRACTUAL PROVISIONS ATTACHMENT)
 - RFP Attachment 3 (KDOT TRAVEL POLICY)

Submission of Proposals

Submit one (1) original and two (2) copies of the sealed proposal, and a copy of the proposal saved on a USB flash drive or CD as a pdf document, mailed to the contact and address below. All copies of the proposal must include all required attachments. Proposals must be received no later than **March 1, 2022**.

Chad Parasa, Director
Wichita Area Metropolitan Planning Organization
271 W. 3rd St., Suite 208
Wichita, KS 67202

Proprietary business information included in the response to this Request for Proposals should be marked clearly as such. Information that is strictly proprietary and not subject to release as a component of an open record request, should be marked as such on each page on which the information occurs. WAMPO reserves the right to refuse proposals not providing the information requested or not submitted by the time requested within this Request for Proposals.

Proposal Evaluation and Selection Process

Consultant proposals will be evaluated by a Consultant Screening and Selection Committee. At the discretion of the Consultant Screening and Selection Committee, selected firms submitting the top-ranked proposals based on the evaluation criteria may be requested to make oral presentations as part of the evaluation process.

All proposals, including supporting documentation, shall become the property of WAMPO. The Consultant Screening and Selection Committee and WAMPO reserve the right to reject any and all proposals. During the evaluation process, the Committee and WAMPO may request additional information or clarification from proposers or allow corrections on omissions.

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The Consultant Screening and Selection Committee will make recommendations regarding the selection to the WAMPO Transportation Policy Body (TPB) and request authorization to enter into a contract with the approved firm.

Evaluation Criteria

The Consultant Screening and Selection Committee will base its selection on:

- Proposed Approach (40%).
 - Demonstrated understanding of services requested
 - Ability of firm to provide services within requested time frame
 - Value-added services
- Consultant Experience, Competence, and Available Resources (40%)
 - Demonstrated experience and expertise with four-step travel demand models
 - Demonstrated familiarity with the WAMPO regional travel demand model
 - Quality of professional staff assigned and adequacy of resources
- Cost (20%)
 - Proposed fees

Cost will not be the sole criterion for selection of a firm. The final decision is not necessarily tied to the highest score or lowest cost. Both the Consultant Screening and Selection Committee and WAMPO TPB reserve the right to make a determination based on what is in the best interest of the agency.

Tentative Project Selection Process

Note: The following schedule is tentative and subject to change.

Request for Proposals issued: January 26, 2022

Pre-Proposal Conference: February 15, 2022, at 2:00 PM CST

Proposals due: March 1, 2022

Selection Committee Meetings: March 2022

Consultant Contract Approval: April 2022

Project Start: April 2022

Project End: December 2023

Pre-Proposal Conference

A Pre-Proposal Conference will be held on February 15, 2022, at 2:00 PM CST, at 271 W. 3rd Street, Room 210, Wichita, Kansas 67202. Participants also may join via GoToMeeting (<https://global.gotomeeting.com/join/777862741>) or call in via conference call # 1-571-317-3122 with Access Code 777-862-741.

Notification of Award

It is expected that a decision selecting the successful firm will be made in late March 2022. Upon conclusion of final negotiations with the successful firm, all agencies that submitted a proposal in response to this Request for Proposals will be informed in writing of the name of the successful firm.

Use of Disadvantaged Business Enterprise (DBE) Firms

WAMPO is required by the Kansas Department of Transportation (KDOT) to follow the KDOT DBE review process for all procurement processes, as per the KDOT MPO DBE Program Guidance, effective June 2011. WAMPO encourages the use of Disadvantaged Business Enterprise (DBE) firms in this project.

Disclaimer

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WAMPO reserves the right to retain all proposals or any ideas submitted in a proposal. Submission of a proposal indicates acceptance by the vendor of the conditions contained in this RFP and an agreement to enter into a contract. Receipt of the RFP by a consultant or submission of a proposal by a consultant confers no rights upon the consultant nor obligates WAMPO in any manner. WAMPO reserves the right to make an award based on the greatest benefit to WAMPO and not necessarily the lowest price. Firms submitting proposals are to absorb all costs from the preparation and presentation of their proposals. WAMPO will not be liable for any costs incurred by consultants in the preparation and delivery of their responses to the RFP, nor for any subsequent discussions and/or product demonstrations. WAMPO will not be liable for any costs incurred by consultants while becoming familiar with the particulars stated in this RFP. All proposals, including supporting documentation, shall become the property of WAMPO. WAMPO reserves the right to negotiate separately with any proposer after the opening of the RFP when WAMPO considers such action to be in its best interest. Subsequent negotiations may be conducted, but such negotiations will not constitute acceptance, rejection, or a counteroffer on the part of WAMPO.

Terms of Contract

Services will be procured through a not-to-exceed contract between WAMPO and the selected consultant if and when the desired services become necessary. The estimated date for entering into the contract is April 2022. Contract negotiations will be expedited. During the contract-negotiation process, the consultant may be required to provide the following:

1. A detailed break-out of its payroll charges and general overhead-rate items; and
2. Documentation that the proposed rates have been approved by a federal government agency or a cognizant state agency for use in a federally-funded project.

The contract will be subject to cancellation by WAMPO upon thirty (30) days written notice.

Payments

The selected consultant will submit to WAMPO invoices for work completed. Payments shall be made to the consultant on a monthly basis by WAMPO after all required services have been completed to the satisfaction of WAMPO. Unless otherwise indicated, payments for services are net 30 from the date of receipt.

Payments to Sub-Consultants

If (a) sub-consultant(s) is/are a part of the consultant team, the prime consultant must follow the following terms:

- Issue payment for satisfactory performance of their contract obligations to all contracted sub-consultants within 10 calendar days of receipt of payment from WAMPO.
- Include the following clause in the agreement between the prime consultant and each sub-consultant:

Within ten (10) calendar days of [Prime Consultant's] receipt of payment from WAMPO for satisfactory performance of its contract obligations, [Prime Consultant] shall pay [insert name of sub-consultant or subcontractor] for satisfactory performance of its subcontract obligations.

- Provide an electronic copy of the executed agreement between the prime consultant and each sub-consultant on the project team.

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- Submit a completed "Prompt Payment by Prime Consultant" Form together with supporting documentation within 15 calendars days of receipt of payment from WAMPO.

Federal and State Funds

The services requested within this RFP will be partially funded with funds from the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA). As such, the services requested by this RFP will be subject to federal and state requirements and regulations. The services performed under any resulting agreement shall comply with all applicable federal, state, and local laws and regulations. In addition, this contract will be subject to the requirements of 49 CFR 18 and KDOT's DBE Program requirements. Cost eligibility/requirements will be subject to 48 CFR 31.2.

Questions

Questions regarding this RFP should be submitted in writing or by electronic mail. Questions and answers will be included as amendments to the RFP if deemed relevant and/or important. Any amendments or significant responses will be posted to the WAMPO website. Telephone inquiries will not be accepted. Questions should be addressed to:

Chad Parasa
Executive Director
271 W. 3rd Street, Suite 208
Wichita, Kansas 67202
chad.parasa@wampo.org

KANSAS DEPARTMENT OF TRANSPORTATION

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

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

Where the term “contractor” appears in the following “Nondiscrimination Clauses”, the term “contractor” is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Special 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, the contractor, for itself, it’s assignees and successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination 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, Federal Transit Administration (“FTA”), or Federal Aviation Administration (“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 through six 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 (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination 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);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)

State of Kansas
Department of Administration DA-146a
(Rev. 07-19)

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 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.
8. **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.

KDOT POLICY FOR
CONSULTANT CONTRACT REIMBURSEMENT
FOR
HOTEL AND PER DIEM

Attention Contract Partners:

The following policy for hotels and per diem rates will be effective January 1, 2022 for contracts with consultants and sub-consultants statewide.

	Daily Meals (max.)	Per Meal Allowance		Lodging before tax	Max Lodging Addl 50%*
Standard rate for all Kansas locations except Wichita & KC/OP	\$59.00	Breakfast \$8.85 Lunch \$20.65 Dinner \$29.50		\$96.00	\$144.00
Wichita (includes Sedgwick County)	\$64.00	Breakfast \$9.60 Lunch \$22.40 Dinner \$32.00		\$103.00	\$154.50
KC/Overland Park (includes Johnson, Wyandotte, & Leavenworth counties)	\$64.00	Breakfast \$9.60 Lunch \$22.40 Dinner \$32.00		\$123.00	\$184.50

*Prior approval required

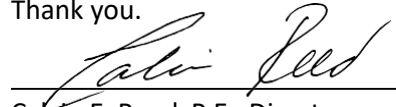
No out-of-state hotel bills will be reimbursed without advanced written approval (for prime and/or sub-consultant). An amount above these daily rates or un-approved out-of-state stays will not be reimbursed.

Per diem will be allowed only with overnight travel. Per diem reimbursement/invoicing must be submitted with hotel receipt. Submit company's policy prior to starting work. A summary must be provided with billings recapping costs per day per individual. Please notify your sub-consultants of these rates.

Mileage will be limited to the IRS rate of \$0.560/mile unless the company has audited vehicle usage rates for their company vehicles. Receipts are required for: Airport parking (limited to \$14/day); Tolls, Rental vehicles (economy class only), and Equipment Rentals. Equipment, vehicles, reproduction/printing, CADD, GPS, etc., charged as direct expense must have an audited rate to be used. Direct equipment expenses without an audited rate and "snacks" for meetings will not be allowed.

Reimbursement rates may change as State and/or Federal policies change.

Thank you.

A handwritten signature in cursive script, appearing to read "Calvin E. Reed", is written over a horizontal line.

Calvin E. Reed, P.E., Director
Division of Engineering and Design
Kansas Department of Transportation

1/05/2022

Date

C: Pam Anderson, Chief, Bureau of Fiscal Services