



REQUEST FOR PROPOSALS

Ride KC Data Insight

Regional Transit Performance Measures
Data Collection System & Dashboard

**Requested by
Mid-America Regional Council
on behalf of the
Regional Transit Coordinating Council**

January 8, 2016

TABLE OF CONTENTS

A. Purpose and Introduction	3
B. Project Background	3
C. The Project	4
D. The Project Goals	4
E. Project Management	5
F. Scope of Services	5
I. Consultant Scope	5
II. Reports and Deliverables	5
III. Study Management and Oversight	5
G. Study Schedule	6
H. Proposal Submittal Requirements	6
I. Pre-Proposal Meeting and Question Submittal	8
J. Selection for Interviews	8
K. Proposals Evaluation Criteria	10
L. On-Site Presentations	10
M. Contract Award	11
N. Protest Procedures	11
O. Procurement Schedule	11
P. Project Budget	11
 Attachment A – Summary of Attachments	 12
Attachment B – Scope of Services	13
Attachment C – Affirmative Action Checklist	15
Attachment D – Debarment Certification	16
Attachment E – Certification Regarding Lobbying	17
Attachment F – Intent to Perform as a DBE	18
Attachment G – KDOT Special Terms and Conditions	19

A. PURPOSE AND INTRODUCTION

Mid-America Regional Council (MARC) is an association of city and county governments and the metropolitan planning organization serving the nine-county Kansas City metropolitan area. MARC is organized as a public not-for-profit organization. More information about MARC can be found at www.marc.org.

In September of 2013, MARC and the region's largest transit provider, the Kansas City Area Transportation Authority, jointly formed a new advisory body called the Regional Transit Coordinating Council (RTCC). The RTCC provides advisory input to MARC, Kansas City Area Transportation Authority (KCATA) and local jurisdictions and convenes on a bi-monthly basis to address regional transit planning, coordination and implementation of transit priorities. The objectives of the committee are to:

- Provide a forum to support coordination of regional transit operations and services, planning and related transit activities;
- Advise on technical and policy input to existing KCATA, MARC and local groups;
- Improve alignments between federal, KCATA and MARC planning and programming requirements and processes; and
- Support governance and structural changes to the regional transit services, over time.

The creation of this new body and its aggressive work plan has elevated the level of transit coordination and planning in the region. This request for proposals focuses on a new priority project in the RTCC work plan: RideKC Data Insight, a transit data collection system and performance measure dashboard.

MARC, in coordination with and on behalf of the Regional Transit Coordinating Council, is seeking proposals from qualified firms to assist in the development of a transit data collection system and performance measure dashboard. **MARC has budgeted up to \$61,875 for this project.**

B. PROJECT BACKGROUND

There are currently four separate transit providers in the Kansas City region, the KCATA, Unified Government Transit (Kansas City, KS), Johnson County Transit (KS), and the City of Independence, MO. A fifth operating entity, the new Kansas City Streetcar Authority, will begin operations of Kansas City's first modern streetcar line in early 2016.

Our region has significant challenges - most of which stem from low relative levels of funding and fragmented operations that have different fare structures, levels of service, branding, communications channels, and funding sources. Despite these challenges and public perception about transit as a viable option, the five transit providers are working together as the Transit Technical Team to create a system that is more convenient and something our residents can trust and be proud of. The Transit Technical Team has made great strides in coordinating operations. Our successes include:

- Developing a regional transit pass (monthly and day) that can be used across all transit systems,
- Developing one single eligibility process for ADA paratransit customers,
- Developing a regional transit brand (RideKC) and one-stop website (Ridekc.org) serving each provider, and
- Ensuring that all providers are creating and updating GTFS and integrated into Google Transit.

And, there is more coordination work on the horizon. MARC, along with our regional transit partners, is currently in the process of updating the region's long-range transit plan, Smart Moves. The new plan, to be called the RideKC Regional Transit Plan, will take transit planning to the next level. The strategies in this plan will not just focus on transit but will also address jobs accessibility, land use, economic vitality, multi-modal connectivity, and funding. A detailed implementation strategy will be the centerpiece of this plan; and, utilizing performance measures and targets, will help ensure we can track progress and be held accountable by the public and community stakeholders.

At the same time, KCATA is undergoing a significant restructuring. This restructuring was borne out of the desire to reposition and elevate KCATA as the regional transportation agency and resource it was always meant to be. As part of this effort, KCATA has identified transparency as a top priority in order to build trust, confidence, and accountability in the eyes of the public.

The need to institutionalize transparency at KCATA and for MARC to track performance and transit expansion progress over time necessitates a new way of gathering and sharing data with the public.

C. THE PROJECT

The purpose of this project is to develop a public-facing dashboard interface that is easy to understand and use. The region's transit providers are rich with data. We envision a new tool that combines this regional transit data to report progress in real-time, track progress towards longer-term transit expansion goals, educate the public, and serve as a resource for policy-makers, news organizations, local municipalities, developers and beyond. This tool will also become the new home for our region's official transit performance measures and targets to be developed through the RideKC Regional Transit Plan process. This new interface will be integrated into the new RideKC.org website.

While producing a transit dashboard and data portal is not a new practice in the industry, we will build on this best practice to make it more useful and productive. We plan to do this in the following ways:

- Promoting enhanced understanding of data presented by thinking beyond charts and by creating a clear visual narrative. The interface will embrace new visualization techniques that will ensure approachable and accurate interpretations of the data and portrayal of transit.
- Using spatial data, such as transit boardings and maximum loads by route segment, overlaid with various land use measures such as residential or employment density or funding level per capita, visualized through interactive maps. We will promote this as a tool that developers and planners can use in making decisions with mutual benefits.

D. PROJECT GOALS

1. Improve the transparency of our regional transit providers in order to build trust within the community, confidence in the system and the providers' commitment to continued improvement, and accountability.
2. Illuminate regional challenges, such as inadequate regional funding for transit, inadequate levels of service in parts of our region, and the jobs-transit disconnect.
3. Employ underutilized data, including real-time and spatial data.
4. Promote advocacy and nurture pro-transit voices by creating narrative and messaging around transit that is productive and based in reality.

5. Create a sense of urgency and action towards the improvement and development of the regional transit system.
6. Promote general education of public transportation.

E. PROJECT MANAGEMENT

MARC will manage the project in coordination with KCATA and other transit agency partners to ensure the deliverables are in keeping with project expectations. The Transit Technical Team, a team of staff from MARC, KCATA, Unified Government Transit, the City of Independence, KC Streetcar, and the city of Kansas City, Mo., will be advising on this project but should also be considered end users in regards to data entry and retrieval.

F. SCOPE OF SERVICES:

I. Consultant Scope

The services of a qualified planning contractor or contractor team are required to conduct this work. A firm or team with experience in the following is a must:

- Database development
- Data management techniques
- User interface/User experience design
- Data visualization
- Graphic design
- Full-spectrum web development and design

The contractor will propose a detailed work scope and a deliverables list which is to address at a minimum the tasks outlined in Attachment B: Scope of Services, as well as any other activities necessary to fulfill the project intent.

II. Reports and Deliverables

Consultant will propose a list of deliverables and a schedule with key milestones and dates for submission of deliverables to MARC and KCATA.

III. Study Management and Oversight

MARC will hold the contract with the contractor and will serve a project manager. Close coordination with KCATA is essential and should be coordinated with MARC staff at all times.

The Transit Technical Team, as described above, will advise on the project and assist in defining the problem for the contractor. This team meets monthly. Engagement of this team should be coordinated through MARC.

The Regional Transit Coordinating Council, as the oversight committee, will be provided updates on the projects progression at key milestones throughout the project. Consultant will not be required to provide presentations to this body.

G. STUDY SCHEDULE

The project partners desire to advance and complete the Ride KC Data Insight project in timely manner. MARC estimates the project to be completed by the end of 2016.

H. PROPOSAL SUBMITTAL REQUIREMENTS

Responses to this request are due no later than 12:00 p.m. CST on February 1, 2016. Please send one electronic copy of the proposal in PDF format to Karen Clawson, at kclawson@marc.org.

Your submission should be no more than 10 pages and contain the following information:

1. Applicant Information. State the organization's firm name, address and contact name with appropriate phone number, fax number and email address. This should be provided on the MARC RFP cover page. Please also include the names of any subcontractors.
2. Qualifications. Include a description of the members of the organization that would be assigned to this project; background on similar projects; a sample of work; and resumes of key individuals likely to be involved on the project.

Proposals shall include:

- A listing and summary of similar projects undertaken within the last five (5) year, by proposing firm and/or its subcontractors, showing contract amounts, description of work performed, client contact persons, phone numbers, and e-mail addresses;
- Description of the existing and anticipated workload of individuals assigned to this project during the period of this study. Any reassignment of designated key staff shall not occur without mutual consultation and the consent of MARC.
- References

Excluded from the 6-page (single-sided) maximum length of the proposal include the following:

- Title Page
- Cover letter
- Resumes
- Required attachments (Attachments C-E)
- Cost proposal

Please use typefaces no smaller than 11 pt.

3. Approach and Project Understanding. Provide a brief description of your understanding of the services required for the project and your firm's approach to the engagement work.
4. Scope of Work and Proposed Cost: Proposals must include a recommended Scope of Work consistent with elements outlined in Attachment: B and an emphasis on a preferred and/or recommended approach. Proposers' recommendations will demonstrate and propose strategies that exemplify best practices. Respondents must also provide a proposed cost for the recommended scope of work. Please note that cost will not be a contractor selection criteria.

5. Project Schedule: Proposals should provide a conceptual schedule for this project including, at a minimum, the following milestones:

- a. Discovery
- b. Database/Interface Development
- c. Data Visualization
- d. Webpage Development
- e. Webpage Launch

6. Attachments.

- a. **DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS AND PARTICIPATION**: MARC encourages all qualified businesses to submit letters of interest as prime contractors, subcontractors or joint ventures. Women and/or minority owned business are encouraged to submit proposals. DBE (Disadvantage Business Enterprise) firms must be certified by the Kansas Department of Transportation in order to be counted as participation toward any established DBE Goal. If proposers intend to perform as a DBE, please submit the **INTENT TO PERFORM** as a Disadvantage Business Enterprise (DBE), Attachment F, for each proposed DBE contractor, subcontractor, or joint venture. Certification of DBEs will be made in accordance with KDOT's Disadvantage Business Enterprise Program

MARC's has an approved KDOT DBE goal of 0% for this project. However, proposers are encouraged to participate as a DBE.

- b. **AFFIRMATIVE ACTION CHECKLIST**: If applicable, proposers must complete and enclose with their proposal company's Affirmative Action Plan (see Attachment C Affirmative Action Checklist).
- c. **CERTIFICATION REGARDING DEBARMENT**: Each proposer is required to certify by signing the "Certification Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion" (Attachment D). "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.
- d. **CERTIFICATION REGARDING LOBBYING**: See Attachment E.
- e. **KDOT SPECIAL TERMS and CONDITIONS and DBE CONTRACT PROVISION**: Proposers must review KDOT Special Terms and Conditions and complete and return KDOT Form 07-19-80-R12(MPO) in the proposal.

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."

I. PRE-PROPOSAL MEETING AND QUESTION SUBMITTAL

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

When: Wednesday, January 20, 2016, 2:00 p.m. CST

In order to participate in this pre-proposal call, please RSVP to Karen Clawson kclawson@marc.org no later than EOB on **Tuesday, January 19, 2016**. A conference call number and code will be sent to you in reply. Proposers on this project are encouraged, but not required, to participate in this call.

All questions/requests for clarifications must be submitted to MARC by **Friday, January 22, 2016 at 4:00 p.m.** Please submit questions in writing to **Karen Clawson** at kclawson@marc.org.

MARC will post all questions, answers and clarifications from the pre-proposal conference or email to <http://www.marc.org/Requests-for-Proposals>.

J. SELECTION FOR INTERVIEWS

A review committee will evaluate the RFP responses, short-list proposers to no more than 3, if necessary, and notify the proposers, no later than **Friday, February 5, 2016**, of whether they are top candidates and will be interviewed. The selection criteria include:

- Project understanding
- Experience with similar projects
- Execution of ideas
- Knowledgeable personnel
- Ability to handle all aspects of the project

This Request for Proposal does not commit MARC to award a contract, to pay any cost incurred in preparation of a response to this Request, or to procure or contract for services or supplies. MARC reserves the right to accept or reject any and all responses received as a result of this Request, or cancel this Request in part or in its entirety if it is in the best interests of MARC to do so. Proposers shall not offer any gratuities, favors, or anything of monetary value to any officer, employee, agent, or director of MARC for the purpose of influencing favorable disposition toward either their proposal or any other proposal submitted as a result of the Request for Proposal.

MARC reserves the right to amend, consolidate, expand, cancel, delete, or request additional consulting services for one or more of the project's Scope of Work activities if MARC deemed that such activity is

advantageous to MARC and the successful completion of the project. MARC reserves the right to suggest to any or all proposers to the Request for Proposal that such proposers form into teams of consulting firms or organizations deemed to be advantageous to MARC in performing the Scope of Work. MARC will suggest such formation when such relationships appear to offer combinations of expertise or abilities not otherwise available. Proposers have the right to refuse to enter into any suggested relationships.

All proposals submitted hereunder become the exclusive property of MARC.

K. PROPOSAL EVALUATION CRITERIA

The proposals submitted by each consultant or consultant team, will be evaluated according to the following factors:

RideKC Data Insight Proposal Evaluation Worksheet

		Total	Score
Technical Competency	Specialized experience and technical competence	25	
Overall Competence of Proposing Team	Experience of the prime contractor and sub-contractor		
Management Competence	Experience of the Project Manager		
Other	Experience of other assigned individuals		
Understanding and Approach	Understanding of the nature of the project and clarity of proposed approach	40	
Project Understanding	Understanding of key concepts, techniques, evaluation procedures, and best practices related to database and web development and data visualization.		
Clarity of Proposal	General organization and clarity of the proposal.		
Project Management	Schedule of staff persons and hours commitment	20	
PM % of Effort	% of effort for the project management staff		
Project Schedule and Timeliness of Products	Project schedule and timeliness of products		
References/ Work Experience	Reference reflecting previous work experience of the project team and satisfactory accomplishments of consultant responsibilities	15	
Quality of Final Products	Quality of final product		
Meet schedules and deadlines	Ability to meet work schedules		
Responsiveness to Client	Responsiveness to client input and needs		
Score		100	

L. ON-SITE PRESENTATIONS

Short-listed teams will be required to provide in-person presentations and interviews at the MARC office. In-person presentations will be held on the afternoon of **Friday, February 12, 2016**.

M. CONTRACT AWARD

MARC will notify the selected candidate by telephone and e-mail by Monday, February 8, 2016. Following verbal notification, MARC will negotiate a standard professional service agreement with the selected candidate. The selected candidate's proposal, after any necessary negotiation, will be incorporated by reference in the contract. Additionally, MARC will notify, in writing, the candidates who are not selected.

N. PROTEST PROCEDURES

In the course of this solicitation for proposals and the selection process, a proposer (bidder or 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. Ron Achelpohl, Director of Transportation and Environment, Mid-America Regional Council, 600 Broadway, Suite 200 Kansas City, MO 64105. 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 selection procedure. The protest should clearly state the grounds for such a protest.

Upon receipt of the protest, MARC's Director of Transportation 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.

O. PROCUREMENT SCHEDULE

The following is a tentative schedule for the consultant selection process:

Request for Proposals Posted	Thursday, January 8, 2016
Pre-Proposal Conference	Wednesday, January 20, 2016 at 2:00 p.m. CDT
Pre-Proposal Questions and Answers Posted	Friday, January 22, 2016
Proposals Due	Monday, February 1, 2016 at 5:00 p.m. CDT
Proposals Reviewed for Shortlist	Friday, February 5, 2016
Proposal Interviews	Friday, February 12, 2016
Consultant Selection and Notification	Monday, February 14, 2016
MARC Board Approval	Tuesday, February 23, 2016

P. PROJECT BUDGET

The level of funding for this project is based on existing funds available for this study.

- Total amount for consultant services: **(Up to \$61,875)**
- Period of Performance – **(10 months or less)**

Both the project budget and the period of performance are subject to change based on the availability of funds or other unforeseen events or activities.

ATTACHMENT A

1. Scope of Services, Attachment B
2. Complete the AFFIRMATIVE ACTION CHECKLIST Attachment C.
3. Complete the CERTIFICATION REGARDING LOBBYING Attachment D.

Complete the CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION Attachment E.

4. Complete INTENT TO PERFORM AS A DISADVANTAGE BUSINESS ENTERPRISE (DBE), if applicable.
5. Review the KDOT SPECIAL TERMS and CONDITIONS and Complete DBE CONTRACT PROVISION Attachment G, if applicable.

ATTACHMENT B

SCOPE OF SERVICES

Task 1: Discovery and Defining the Problem

Transit providers produce expansive amounts of data from many sources. This task will focus on exploring these available data sources and their structures, understanding the current workflows employed to bring data from source to report, what structure, if any, is used to assist in this workflow, and to what extent the data is currently shared both internally and externally. The chosen contractor will help refine the problem by determining, through consultation with transit agencies and MARC, what the data collection needs are, which data will be communicated as transit performance measures to various audiences, and how the data should be communicated to meet the broader goals as defined in Project Goals.

Deliverable: Definition of data needs, data format requirements, key performance measures to be reported, and communication requirements.

Task 2: Develop a Shared Database/Data Portal for Data Collection, Storage and Retrieval

Once information regarding data and workflow has been gathered and needs and wants have been identified, the contractor will begin developing the appropriate database structure and interface to facilitate data collection from multiple users, data querying, report generation, and other needs as identified. In consultation with KCATA and MARC, the contractor must test the functionality and usability of the database and portal and fix all issues that emerge from testing. Testing will likely involve multiple iterations, and the project schedule should be developed with this in mind.

Deliverable: Fully functioning database and portal interface for the collection, storage, and retrieval of transit-related data.

Task 3: Develop Graphic Visualizations for Communicating Transit Performance Measures to the Public and Other Audiences

The contractor will develop visualizations (for web and print formats) that communicate transit performance and trends based on data in the data portal. While the database will serve as a repository for many data sources, visualizations will only be needed for select performance indicators as determined by KCATA and MARC, e.g., ridership, cost per rider by mode, on-time performance, farebox recovery, etc. It is anticipated that performance measure swill need to be visualized for both the regional and transit agency level, as well multiple time periods, i.e., weekly, monthly, and year-to-date. Data visualizations must be easy to understand. Contractors are encouraged to develop innovative and engaging ways to communicate the data. To the extent possible, visualizations should be generated automatically based on information in the database. However, for visualizations that will need to be manually created for each new reporting period, contractor should determine the most efficient workflow for this task and provide all necessary design assets and instruction to assigned individuals.

Deliverable: Easy-to-understand data visualizations for priority transit performance measures.

Task 4: Develop and Launch Transit Performance Measures Webpage on RideKC.org

Once key performance measures have been identified and visualization created, the contractor should develop a new webpage within the RideKC.org website to house this information. The webpage should include an intuitive organizational structure and navigation so users can find the information quickly and easily. In addition to visualizations, it may be necessary to include descriptions or links with supplemental information for each measure. The webpage must comply with the RideKC branding style guide and functionality of the existing RideKC.org website. As in Task 2, the contractor will test the functionality and usability of the webpage in consultation with KCATA and MARC and address all issues that emerge from testing.

Deliverable: Performance Measure webpage housed on the RideKC.org website.

Note: MARC and KCATA will conduct a transit market assessment for general purposes and a focus group made up of transit riders specifically for the development of this dashboard. MARC and KCATA will work with the contractor to integrate findings into the project deliverables.

ATTACHMENT C

AFFIRMATIVE ACTION CHECKLIST

Federal regulations require that any firm 50 or more employees soliciting an assisted federally funded contract must have an affirmative action program. If applicable, please provide a brief response to the following items that would typically be covered in any such program. You may provide a copy of your program and reference appropriate pages.

1. Date plan was adopted
2. Name of Affirmative Action Officer
3. Statement of commitment to affirmative action by the chief executive officer
4. Designation of an affirmative action officer, of assignment of specific responsibilities and to whom the officer reports.
5. Outreach recruitment
6. Job analysis and restructuring to meet affirmative action goals
7. Validation and revision of examinations, educational requirements, and any other screening requirements.
8. Upgrading and training programs
9. Internal complaint procedure
10. Initiating and insuring supervisory compliance with affirmative action program
11. Survey and analysis of entire staff by department and job classification and progress report system
12. Recruitment and promotion plans (including goals and time tables)

ATTACHMENT D

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
2. this transaction by any Federal department or agency.
3. 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 E

CERTIFICATION REGARDING LOBBYING

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

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersign, to any person influencing or attempting to influence an officer or employee of a federal agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for attempting to influence an officer or employee of any federal agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal or Federally assisted contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents of all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 32, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(Name of Entity)

(Name and Title of Authorized Official)

(Signature of above Official)

(Date)

ATTACHMENT F

INTENT TO PERFORM AS A DISADVANTAGE BUSINESS ENTERPRISE (DBE)

Project Title and Description:

The undersigned intends to perform work in connection with the above project as (check one):

_____ Prime Contractor _____ Subcontractor

_____ Joint Venture _____ Other (please specify) _____

If applicable name of prime contractor or joint venture partner:

The DBE status of the undersigned is confirmed by a DBE Certification from one or all of the following (please provide copy of current Certification Certificate):

_____ MRCC (Missouri Regional Certification Committee)

_____ KDOT

_____ MoDOT

_____ City of Kansas City Missouri

_____ Kansas City Area Transportation Agency (KCATA)

_____ Other (please specify) _____
(MARC may require additional certification documentation)

The undersigned is prepared to perform the following described work in connection with the above project (attach additional sheet in needed),

at the following price _____

_____ Date Name of DBE Firm

By: _____

Signature of DBE Firm's Authorized Representative

(Please Print Names of Authorized Representative)

Attachment G

Kansas Department of Transportation Special Terms and Provisions

REQUIRED CONTRACT PROVISION FEDERAL AID CONTRACTS UTILIZATION OF DISADVANTAGED BUSINESSES

I. INTRODUCTION.

The specific requirements for the utilization of Disadvantaged Business Enterprises, hereinafter referred to as DBEs, are set forth in this Required Contract Provision and are imposed pursuant to 49 CFR Part 26, hereinafter referred to as the regulations. This provision meets or exceeds the regulatory requirements. The regulations always take precedence over normal industry practice.

A. ASSURANCE.

The Contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, religion, age, disability, income status, veteran status or gender in the performance of the Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT 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 Kansas Department of Transportation deems appropriate.

B. DEFINITIONS.

For the purpose of this Required Contract Provision, the following words and phrases shall have the meanings as stated herein:

- (1) Disadvantaged Business Enterprise (DBE) means a small business concern which is independently owned and controlled by one or more socially and economically disadvantaged individuals and which KDOT has certified as a DBE.
- (2) Small business concern means a small business as defined by Section 3 of the Small Business Act and relevant regulations except that a small business concern shall not include any firms or affiliated firms owned and controlled by the same socially and economically disadvantaged individual or individuals whose value has average, annual gross receipts in excess of \$22,410,000 over the previous three fiscal years.
- (3) Owned and controlled means a business:
 - (a) Which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals, and
 - (b) Whose management and daily business operations are controlled by one or more such individuals.
- (4) Socially disadvantaged individual means a person who is a citizen or lawful permanent resident of the United States, has suffered social disadvantage in education, employment, or business, and who is a(an):
 - (a) Black American (a person having origins in any of the black racial groups of Africa);
 - (b) Hispanic American (includes a person of Mexican, Puerto Rican, Cuban, Central or South American, or any Spanish or Portuguese culture or origin, regardless of race);
 - (c) Native American (includes a person who is American Indian, Eskimo, Aleut or Native Hawaiian);
 - (d) Asian-Pacific American (includes a person whose origin is from the original people of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands);

- (e) Subcontinent Asian American (includes a person whose origin is India, Pakistan, Bangladesh, Bhutan, Nepal, Sri Lanka, or the Maldives Islands);
- (f) Member of a group, or any other individual of any race or sex, found to be both economically and socially disadvantaged; or
- (g) Women.

(5) Economically disadvantaged means an individual who has a personal net worth of less than \$750,000 excluding the value of their ownership share of the applicant firm and personal residence. The individual has had diminished access to capital and credit compared to non-disadvantaged persons.

(6) Commercially useful function means the qualifying DBE owner performs manages and supervises subcontract work.

(7) Race and gender neutral measure means one that is used to assist any small business.

II. DBE CONTRACT GOALS.

A. KDOT strongly encourages all contractors to utilize DBE firms as subcontractors, suppliers, manufacturers, truckers, and brokers whenever possible and feasible. Greater voluntary participation will result in lower and fewer DBE contract goals. KDOT will set DBE contract goals only to meet the portion of its annual goal that is not met by race and gender neutral means and voluntary participation.

B. An eligible DBE is one who KDOT has certified and who is listed in the KDOT DBE directory located on the internet at: <http://www.ksdot.org/doingbusiness.asp>. KDOT also prints a paper directory quarterly, and Contractors may ask the KDOT Office of Civil Rights for a copy of the printed directory. However, as it is only published quarterly, Contractors should be aware that the printed directory may list DBE's who were decertified after the directory was printed, and these DBE's would not be considered eligible DBE's in a letting that followed decertification or when examining good faith efforts. Also, the printed directory will not list DBE's who have been certified after the directory was printed, but KDOT will consider these DBE's in a letting and when examining good faith efforts. Thus, the electronic directory controls as it is the most current information KDOT has available. Any bid proposal listing a firm that is not a KDOT certified DBE at the time of bidding will be considered nonresponsive.

C. Contractors shall, as a minimum, seek DBE firms working in the same geographic area in which they seek subcontractors for a given solicitation.

D. Contractors are required to make good faith efforts to replace a DBE subcontractor that is unable to perform successfully with another DBE firm. In order to ensure compliance with this requirement, any substitution of DBE subcontractors after the Contractor has submitted a bid to KDOT, must be approved by KDOT Office of Civil Rights. Substitutions will only be allowed for good and sufficient reasons. KDOT must receive a letter from the original DBE stating the reason for the DBE's inability to perform.

E. Contractors are also encouraged to use the services of banks owned and controlled by disadvantaged individuals.

F. When projects are State or Contractor tied, KDOT will construe DBE participation as if the tied projects are one project. To check DBE participation on tied projects the following method will be used:

(1) Add the DBE goal dollar amount for the individual tied projects. This becomes the required minimum dollar amount to be subcontracted to DBEs.

(2) If the total dollar amount actually subcontracted to DBEs on the tied contracts is equal to or greater than the minimum dollar amounts as computed above, it will be determined that the DBE goals have been met.

(3) If a State of Kansas funded project is tied to a federal aid funded project, the DBE contract goals can only be met by DBE subcontractors on the Federal Aid Project.

III. MEETING DBE CONTRACT GOAL CRITERIA.

The award of the Contract will be conditioned upon satisfaction of the requirements herein established. The apparent low bidder must either meet or exceed the DBE goals for the contract or satisfy KDOT that good faith efforts were made to meet the goals prior to the bid letting.

A. REQUIRED DBE PARTICIPATION INFORMATION.

All bidders are required to submit to KDOT with the bid proposal the DBE participation information described below on the form provided in the proposal.

- (1) The names of KDOT certified DBE firms that will participate in the Contract (if none, so indicate);
- (2) A description of the work each named DBE firm will perform (if none, so indicate);
- (3) The actual dollar amount anticipated to be paid to each named DBE firm (if zero dollars, so indicate); except
- (4) If the named DBE firm is a supplier, enter 60% of the actual dollar amount anticipated to be paid (if zero dollars, so indicate);
- (5) The actual dollar amount (not to exceed 10 percent of DBE subcontract) to be paid ahead of work as DBE mobilization.
- (6) For federal aid contracts with a zero DBE goal, list all subcontractors to be utilized, including DBE firms, if any.

B. GOOD FAITH DETERMINATION.

It is the bidder's responsibility to meet the DBE contract goals or to provide information to enable KDOT to determine that, prior to bidding, the bidder made good faith efforts to meet such goals.

(1) Good Faith Information Submittal. If the low bidder's required DBE information indicates that the DBE contract goals will be met, the contract will proceed toward award and the low bidder need not submit any further DBE information. Good faith documentation must be submitted within two working days of the bid opening. Example: if bids are opened on Wednesday at 2 p.m., the good faith documentation must be at KDOT Office of Civil Rights before 5 p.m. on Friday.

(2) KDOT Review. KDOT will review all information submitted to determine if the low bidder has met the DBE contract goals and, if not, whether the low bidder made sufficient good faith efforts to meet such goals. The determination of good faith efforts is made on a case-by-case basis and depends on the particular circumstances of the procurement. The issue KDOT will consider is whether the bidder took those steps, a reasonable bidder would have taken to actively and aggressively obtain DBE participation sufficient to meet the goal. A KDOT determination that the low bidder's information failed to show sufficient good faith shall be just cause for rejection of the bid. If the low bid is rejected, the above procedure will be applied to the next lowest bidder, and other bidders if necessary, until a bidder is found that meets the DBE contract goals or establishes that good faith efforts were made to meet the goal. KDOT reserves the right to reject all bids and re-advertise the Contract.

(3) Establishing Good Faith Efforts. To demonstrate good faith efforts to meet DBE contract goals, submit to KDOT documentation on the factors listed as (a) through (g). KDOT has assigned a percentage to each factor that shows the relative importance of each factor to KDOT and to the other

factors. These percentages are a guide only; the circumstances of a particular procurement may justify different percentages or consideration of factors not mentioned. In evaluating the reasonableness of the low bidder's efforts, KDOT may consider whether other bidders met the goal or failed to meet the goal. In evaluating the reasonableness of the low bidder's efforts, KDOT will consider all documentation submitted; yet, documentation created during the bidding process is more credible than documentation created after the letting.

(a) The bidder negotiated in good faith with interested DBEs. It is the bidder's responsibility to consider the available pool of certified DBEs when determining subcontract or supply needs. It is the bidder's responsibility to furnish DBEs with information about plans or specifications to facilitate the bid. Include names of DBEs considered, information given to the DBE, if any, and an explanation of why agreements could not be reached for DBEs to perform the work. (25%)

(b) The bidder selected portions of work for which KDOT has capable, certified DBE's to perform. This may include breaking out work items or subcontracting items the prime contractor normally performs. (20%)

(c) The bidder used good business judgment in rejecting a DBE quote, considering both price and capabilities. If a DBE quote represents a reasonable price for performing the work, the bidder should use that quote even though the DBE quote is higher than a non-DBE quote. However, bidders do not have to use excessive or unreasonable quotes. Before determining that a DBE quote is excessive, the bidder should inquire as to the reason for the disparity between the DBE and non-DBE quotes. The bidder should also evaluate what impact, if any, using a higher DBE price would have on the bidder's overall project bid. A higher DBE price may not be excessive or unreasonable if the price differential is a very small part of the project bid. (20%)

(d) The bidder solicited capable, certified DBEs through pre-bid meetings, advertising, telephone, mail, facsimile, e-mail, or a combination of the foregoing. The solicitation must have occurred within sufficient time to allow a DBE to respond. Follow up all initial contacts, whether the contact was solicited or unsolicited. If a DBE expresses an interest in the contract or a desire to quote and fails to submit a quote, follow up that contact, whether the contact was solicited or unsolicited. Receiving substantial unsolicited quotes may not be considered actively and aggressively pursuing DBE participation. (10%)

(e) The bidder assisted interested DBEs in obtaining equipment, supplies, or materials for the project being bid. (10%)

(f) The combinations of DBEs the bidder considered in trying to meet the goal. It is acceptable to use a portion of several DBE bids. (10%)

(g) The bidder assisted interested DBEs in obtaining bonding, credit, or insurance on the project being bid. (5%)

(4) Staff of KDOT's Office of Civil Rights and the Chief of Construction and Maintenance will review the documentation submitted and either accept or reject the good faith effort submittal.

(5) At the bidder's request, KDOT's Director of Operations will hold an informal hearing to discuss the bidder's good faith effort submittal. The bidder may have legal counsel present, at the bidder's expense. After the appeal hearing, the Director of Operations will issue the Agency's final administrative decision on whether the bidder made a good faith effort. The decision will be in writing and will explain the basis for the Agency's decision. This will be final agency action and a final order under the Kansas Act for Judicial Review and Civil Enforcement of Agency Actions, K.S.A. 77-601 *et. seq.* Any petition for judicial review shall be served on the Secretary of Transportation, Kansas Department of Transportation, 700 S.W. Harrison St., Topeka, KS 66603-3754.

C. COUNTING DBE PARTICIPATION TOWARD DBE CONTRACT GOALS.

DBE participation shall be counted toward meeting the DBE contract goals pursuant to this contract as follows:

(1) A contractor may count toward its DBE contract goals the total dollar value of a contract paid to an eligible DBE, including an approved DBE protégé.

NOTE: At the time the bid is submitted on the DBE goal sheet, list the actual amount intended to be paid to the DBE. On Form 259, submitted after award, list the same amount as in the contract line item. If this amount differs from the DBE subcontract amount, list the latter amount on the bottom of the form with an explanation.

(2) A DBE, bidding as a prime contractor, may count toward its DBE contract goals the total dollar value of the work actually performed by the DBE prime contractor, including the cost of supplies and materials the DBE obtains. *Example: A DBE contractor bids as a prime contractor. The contract specifies a \$10,000.00 DBE goal. The DBE prime contractor performs \$50,000 of the work with its own forces. The DBE prime contractor has met the \$10,000 goal.*

(3) A contractor may count toward its DBE goals a portion of the total dollar value of a subcontract with an eligible DBE joint venture equal in proportion to the percentage of ownership and control of the DBE partner in the joint venture. *Example: A contract specifies a \$5,000.00 DBE contract goal. Prime contractor bids \$100,000.00 subcontracting with a joint venture DBE/non-DBE contractor for \$20,000.00 of the work. The percentage of ownership and control of the DBE/non-DBE joint venture is 25% DBE and 75% non-DBE. The prime contractor may count \$5,000.00 ($\$20,000.00 \times .25$; i.e. total dollar value times the percentage of DBE ownership) toward the DBE contract goal, thus fulfilling the DBE requirements of the contract.*

(4) If a non-DBE contractor and DBE contractor form a joint venture and bid as a prime contractor, the joint venture contractor shall fully meet the DBE contract goals specified in the project special provision. The joint venture contractor may count toward its DBE contract goals the total dollar value of the work actually performed by the DBE participant in the joint venture.

Example: A non-DBE contractor forms a joint venture with a DBE contractor and the joint venture bids the project as a prime contractor. The DBE contract goal is \$10,000.00. The DBE participant in the joint venture performs \$50,000 of the work with its own forces. The joint venture has met the \$10,000 goal. Example: A non-DBE contractor forms a joint venture with a DBE contractor and the joint venture bids the project as a prime contractor. The DBE contract goal is \$100,000.00. The DBE participant in the joint venture performs \$80,000 of the work with its own forces. The joint venture must obtain the remaining \$20,000 in goal through use of another certified DBE firm, or show good faith efforts if the joint venture fails to meet the \$100,000 goal.

(5) A contractor may count toward its DBE goals 60 percent of its expenditures for materials and supplies obtained from a DBE regular dealer, and 100 percent from a DBE manufacturer. A letter must be submitted to KDOT, detailing the amount, but the amount does not count as a subcontracted percentage.

(a) A manufacturer is a firm that operates a facility that produces goods from raw material on the premises.

(b) A regular dealer is a firm that owns, operates, or maintains a store, or warehouse where materials are stocked and regularly sold to the public. A regular dealer of bulk items (sand, gravel, etc.) need not stock the product if it owns or long-term leases distribution equipment. The supply of structural steel, steel assemblies and petroleum products do not count toward any KDOT DBE goal. A dealer must be responsible for material quality control and must deliver with its own or long term leased equipment to count toward the DBE goal.

(6) A contractor may count toward its DBE goals the following expenditures to DBE firms that are not manufacturers or regular dealers:

(a) The commission charged for providing a bona fide service in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of the contract, provided the commission is reasonable and customary.

(b) The commissions charged for bonds or insurance provided by a DBE broker for the specific performance of the contract, provided the fee is reasonable and customary. A letter must be submitted detailing the amount, but does not count as a subcontracted percentage.

(7) A contractor may count toward its DBE goals the amount paid to a DBE trucker for transportation or delivery services.

(a) A DBE trucker who picks up a product at point A and delivers the product to the contractor at point B provides a delivery service. The full amount paid for this service counts toward the DBE goal.

(b) Some DBE truckers are also a regular dealer (supplier) of a bulk item. In this case, the amount paid for the material delivered will count as 60 percent toward the DBE goal. The DBE trucker is responsible for the quality of the material.

(c) For DBE truckers or suppliers to be credited toward DBE contract goals, the contractor must submit a letter to KDOT detailing all information formerly found on Form 259, prior to the start of the trucking or supply of material and requesting DBE subcontract credit.

D. COMMERCIALLY USEFUL FUNCTION.

The prime contractor is responsible for ensuring that DBE firms under subcontract to meet a DBE goal perform a commercially useful function (CUF). Failure to fulfill this obligation is a breach of contract and KDOT may invoke the sanctions listed in Section IV (Sanctions). The three criteria for a CUF are:

(1) The DBE firm shall manage the work through personal direct supervision by the DBE owner or a skilled, knowledgeable, full-time superintendent. Management includes scheduling work, ordering equipment and materials, hiring and firing employees, and submitting all required forms and reports. The DBE is not in compliance with this provision if the DBE subcontracts out part or all of the work to another entity.

(2) The DBE shall own all equipment, long term lease all equipment, or own some equipment and long term lease the remaining equipment except for specialized equipment as noted below.

(a) If the DBE leases equipment, the DBE shall have a written lease that gives the DBE full control of the equipment during the lease period. The DBE shall use its own workers to operate leased equipment.

(b) A DBE may enter into long term leases with companies operating as prime contractors. The DBE is not in compliance with this provision if the DBE leases equipment from the prime contractor on the project for that project only.

(c) Exception for specialized equipment: The DBE may lease short term specialized equipment such as a crane from another contractor or third party if this equipment is necessary for the DBE to perform its work and the equipment is of such a nature that it is not economically feasible or practical for the DBE to lease the equipment long term. The contractor shall bill the DBE for this equipment and the DBE shall pay the contractor for the equipment. The DBE is not in compliance with this provision if the contractor deducts from the DBE's pay estimate specialized equipment costs rather than submitting an invoice to and receiving payment from the DBE.

(3) The DBE shall negotiate the cost of, arrange delivery of, and pay for materials, supplies, labor, and equipment. Invoices shall be billed to the DBE and paid by the DBE.

(4) KDOT will not count towards goal or give DBE contract goal credit for the following:

- (a) Monies the prime contractor pays directly for supplies, materials, labor or equipment on the DBE's behalf except for two-party checks approved under Section III.E below.
- (b) Costs deducted from a DBE's pay estimate for supplies, materials, labor or equipment the prime contractor or its affiliate provided.
- (c) Costs incurred for equipment the DBE leases from the contractor on the project if the DBE is using the equipment for that project only and the equipment is not part of a long term lease agreement.
- (d) Costs associated with a portion of a bid item that the Agency is unable to measure clearly.
- (e) Costs incurred for work subcontracted outside normal industry practices, just to meet a goal.

(5) KDOT's determination that a DBE is not performing or did not perform a CUF is not appealable to the US Department of Transportation. KDOT's determination will be final agency action and a final order under the Kansas Act for Judicial Review and Civil Enforcement of Agency Actions, K.S.A. 77- 601 *et. seq.* Any petition for judicial review shall be served on the Secretary of Transportation, Kansas Department of Transportation, 700 S.W. Harrison St., Topeka, KS 66603-3754.

E. BUSINESS INTEGRITY

Any person or entity will be found to be out of compliance with this required contract provision if any investigation reveals a commission or omission of any act of such serious or compelling nature that the act indicates a serious lack of business integrity or honesty. Such commission or omissions include, but are not limited to:

- (1) Violating any applicable law, regulation, or obligation relating to the performance of obligations incurred pursuant to an agreement with a recipient under a KDOT financial assistance program or,
- (2) Making, or procuring to be made, any false statement or using deceit to influence in any way any action of KDOT.

F. TWO PARTY CHECKS.

To comply with the current regulation, KDOT is implementing the following two party check procedures. The prime contractor is responsible for following the procedure and for ensuring that DBE subcontractors follow the procedure.

- (1) The DBE owner shall make the request for a two party check to the Office of Civil Rights and shall explain the benefit to the DBE firm.
- (2) The prime contractor shall send the check to the DBE owner who will endorse and forward the check to the supplier. This should be done within the 10 day prompt pay timeframe.
- (3) The amount of the check should not exceed the amount of material paid by KDOT on the latest estimate. *For example if the estimate was taken on 7/23, pay the material bill through 7/23 not through 7/31.*
- (4) Two party checks shall be issued only long enough to establish credit for the DBE firm.
- (5) KDOT will not count towards goal or give DBE contract goal credit for two party checks that have not been pre-approved by KDOT.

IV. SANCTIONS.

If KDOT finds any contractor, sub-contractor, DBE, joint venture, or mentor/protégé to be out of compliance with this required contract provision, KDOT may impose one or more of the following sanctions:

- (1) Withhold payment of progress payments until the contractor or DBE contractor complies with the payment requirements of this Special Provision.

Remove the non-complying DBE from the DBE directory until the DBE shows the company is meeting the requirements necessary to perform a CUF, including payment of all bills.

- (2) Deny goal credit as previously stated for failure to replace a non-performing DBE with another DBE (unless good faith effort was made), failure to meet the requirements necessary to perform a CUF, or failure to follow two party check procedures.

- (3) Assess and deduct as liquidated damages the monetary difference between the DBE goal amount and the amount actually paid to the DBEs for which KDOT has allowed DBE goal credit.
- (4) Reject the bidder's bid if the bidder failed to meet the DBE goal and failed to show good faith effort to meet the goal.
- (5) Refer the matter to the Office of the Attorney General, the US Department of Justice, or both for follow-up action.
- (6) Enforce all other remedies KDOT has under other contract provisions such as contract termination, contractor suspension, contractor debarment, and sanctions for failing to pay promptly.

01-26-09 OCR (DW/CDB)
Jul-09 Letting

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 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.
- 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.

Project No. _____
Contract No. _____

07-19-80-R12 (MPO)
Sheet 1 of 1

REQUIRED CONTRACT PROVISION DBE CONTRACT GOAL

The total dollar goal to be subcontracted to KDOT-Certified DBE firms on this contract is
\$_____.

List all KDOT-Certified DBE subcontractors to be utilized. For each DBE subcontractor, identify the line item(s) of work from the Unit Prices List and the dollar value of the work to be subcontracted to the DBE.

IDENTIFICATION OF DBE PARTICIPATION

Name of KDOT-Certified DBE Subcontractor	Type of Work	\$ Value of work
		\$
		\$
		\$
		\$
		\$
		\$

Total KDOT-Certified DBE \$ _____

(Prime Bidding Consultant Name and Address)

If \$ Value of Work is zero, please attached the Prime Bidding Consultant's Good Faith Effort documentation.

A list of KDOT-Certified DBEs can be found in the Directory of Disadvantaged Business Enterprises at KDOT's website:<http://www.ksdot.org/divAdmin/DBEConstruction/dbedir.aspx>

CONTRACT REIMBURSEMENT
for
HOTEL, PER DIEM, and MEAL
POLICY

Attention Contract Partners:

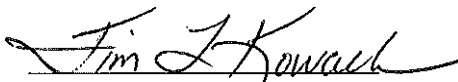
The allowance of "reasonable" rates for hotels and per diem in contracts has been vague for consultants and sub-consultants, but will now be defined as the amount allowed for state employees.

Beginning September 1, 2012, no out-of-state hotel bills will be reimbursed without advanced written approval (prime and/or sub-consultant). No additional markup will be allowed on in state (or approved out of state) hotel bills. A copy of the hotel receipt will be required for reimbursement (prime and/or sub-consultant). The amount allowed, not including taxes, will be \$83.00 per night, however there may be occasional instances when lodging cannot be secured for \$83.00 per night. In those cases, up to a maximum of \$125.00, not including taxes, will be allowed. Any amounts above these daily rates or un-approved out of state stays, will not be reimbursed.

Effective immediately, the maximum reimbursable rate for per diem for overnight travel instances will be \$46.00 per day (\$11 for breakfast, \$12 for lunch, and \$23 for dinner). Any amounts above these rates will not be reimbursed. No meal allowance/reimbursement will be made for those not on overnight travel per diem. All individuals on per diem are responsible for their own receipts. Please notify your sub-consultants of these changes and rates.

If you have any questions, please contact me.

Thank you.


Jim L. Kowach, P.E.

cc: Ms. Rhonda Seitz - Chief, Bureau of Fiscal Service

