

# **Request for Proposals**

## ***Financial & Single Audit Services***

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### **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 metropolitan area. 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 individual jurisdictions and three counties that comprise the WAMPO region.

### **Background**

WAMPO is the Metropolitan Planning Organizations (MPO) for the Wichita metropolitan region. 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. Locally, the Wichita Area Metropolitan Planning Organization (WAMPO) is responsible, in cooperation with the KDOT and Wichita Transit, for carrying out the metropolitan transportation planning process.

The U.S. Department of Transportation has been assigned as the cognizant agency in accordance with the provisions of the Single Audit Amendments and U.S. Office of Management and Budget OMB Circular A-133, Audits of States and Local Governments and Non-Profit Organizations.

### **Scope of Services**

WAMPO is requesting proposals from qualified consultants to:

- Provide services for fiscal years ending December 31, 2021, December 31, 2022 and December 31, 2023.
- For each fiscal year, perform a single audit to be conducted in accordance with Audits of State and Local Governments and Non-Profit Organizations (OMB Circular A-133) and any supplemental directives with reports provided accordingly. The audit must be conducted simultaneously to the audit of the organization's financial statements.
- The auditor shall issue a report on internal control over financial reporting and on compliance and other matters, based on the audit of the financial statements in accordance with Government Auditing Standards.
- The auditor will assist in complying with reporting requirements considered and/or mandated by GASB and will be called upon to assist with planning and implementation of new GASB Statements. The assistance may include training on new reporting requirements or new auditing standards.
- The proposal should outline other value added services that will be available to WAMPO at nominal or no additional cost, such as training, newsletters or other information that is relevant to WAMPO's operations.
- All working papers and reports must be retained, at the auditor's expense in accordance with the prevailing audit standards. The auditor will be required to make working papers available upon request to WAMPO or its designees.
- Additionally, the audit firm will be required to respond to reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance, consistent with prevailing Statements on Auditing Standards.
- In addition to the audit services, WAMPO may require the auditors to be available for consultation on various financial issues or special audits throughout the year that are outside the scope of the annual audit.

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### **Assistance to Be Provided to the Auditor**

1. WAMPO staff will be available during the audit to assist the firm by providing information and documentation as needed.
2. WAMPO staff will make arrangements with the Sedgwick County Information Technology staff to assist the auditors with access to the required WAMPO related financial data and information. Access will be provided Monday through Friday during normal business hours and as time allows for Sedgwick County.
3. WAMPO shall provide a reasonable work space, a telephone and access to a photocopying and fax machine. Excessive long distance phone and fax costs will be at the auditor's expense.

### **Proposal Content**

In responding to this request, please provide the following information. (Not including all of the information requested may be grounds for disqualification of the responder's proposal.)

- 1) A detailed list of task and subtasks you expect to complete.
- 2) A proposed timeline in order to complete each audit.
- 3) The principal individual who will be responsible for the work, and others who you anticipate will play significant roles. A resume for each should be submitted.
- 4) Your commitment to provide the personnel necessary to perform the functions required.
- 5) A description of prior auditing experience including the names, addresses, contact persons, and telephone numbers of prior organizations audited. Experience should include the following categories:
  - a. Prior experience auditing an agency like WAMPO.
  - b. Prior experience auditing similar programs funded by the State of Kansas and Federal government.
  - c. Prior experience in providing financial and single audit services to organizations in the government or nonprofit sector, as well as associations of a comparable size to WAMPO.
- 6) A minimum of four references is requested. Please include the following for each reference: organization, contact name, title, phone number, email address, and scope of services provided. Also include the names of the assigned partner and manager.
- 7) Describe any relationships which may jeopardize your objectivity or independence with respect to WAMPO.
- 8) Your firm's audit approach, including review of internal controls over financial reporting and internal controls over compliance. Include hours, according to staff level, for each phase of the engagement. Include your proposed schedule to complete each phase of the engagement.
- 9) The key personnel who will be assigned to this engagement, including experience on similar engagements, educational background, and relevant CPA experience for the past three years.
- 10) The communication process used by the firm to discuss issues with management and the audit committee.
- 11) Your fee proposal, which includes:
  - a. An estimate of costs for each audit, including a description of how the price was determined, hourly rate, an estimated number of hours by staff level, any expenses you seek reimbursement. The fee for each audit presented must be all inclusive.
  - b. For additional work, such as consultation on financial matters and special audits, set forth the hourly rate and any expenses for which you seek reimbursement.
  - c. Any requirements regarding payment of services.

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- 12) A copy of your firm's most recent peer review letter, related letter of comments, and the firm's response to the letter of comments.
- 13) 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 (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 address below. All copies of the proposals must include all required attachments. Proposals must be received no later than **April 30, 2021**.

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

On the outside of the envelope please include "Proposal to Provide Financial Audit Services" and the firm's name. WAMPO reserves the right to refuse proposals not providing the information requested or by the time requested within this proposal.

### **Proposal Evaluation and Selection Process**

Financial & Single Audit proposals will be evaluated by a Screening and Selection Committee. At the discretion of the Screening and Selection Committee, selected accountants/accounting firms submitting the top ranked proposals based from 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, WAMPO may request additional information or clarification from proposers or allow corrections on omissions.

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**

Proposals will be evaluated based on the following criteria.

1. Mandatory elements: (0 points)
  - a. The audit firm is independent and licensed to practice in the State of Kansas.
  - b. The firm has no conflict of interest with regard to any other work performed by the firm for the City of Wichita.
  - c. The firm submits a copy of its most recent peer review report and the previous peer review if the most recent review is not an unqualified pass rating.
  - d. The proposal submitted adheres to the guidelines presented in this RFP.
  - e. The firm's compliance with equal opportunity and non-discrimination programs outlined in Exhibit A.



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2. Knowledge and understanding of the scope of services: Demonstrated understanding of the RFP objectives and work requirements and methods and work plans to meet the RFP objectives. (25 points)
3. Management approach and staffing plan: Qualifications of project staff, particularly the project manager, as well as the key personnel's involvement in performing and reviewing the required work. Experience and education focused on government accounting and auditing will be considered. (25 points)
4. Qualifications of the firm: Technical experience in performing work for engagements of similar services, record of completing work on schedule, strength and stability of the firm and proposed subcontractors. The response from references will be considered. (25 points)
5. Staff capacity: Capacity and ability to provide quality personnel in a workable timeframe that can meet the needs of the City. (25 points)
6. Overall: Demonstration of compliance with non-discrimination Equal Employment opportunity/Affirmative Action Program requirements (Exhibit A), organization of proposal, the ability of the firm to respond to the Committee's questions and the overall impression of the firm. (10 points.)
7. Fees and expenses are a consideration however, cost is not the single determining factor in the selection of the audit 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 of what is in the best interest of the agency.

### **Notification of Award**

It is expected that a decision selecting the successful audit firm will be made by May 28, 2021. Upon conclusion of final negotiations with the successful audit firm, all agencies that submitted a proposal in response to this Request for Proposal will be informed in writing, of the name of the successful audit firm.

### **Tentative Schedule**

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

Deadline to submit RFP: April 30, 2021

Selection Committee Meetings: May 18 – May 28, 2021

Consultant Contract Approval: June 16, 2021

### **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. The KDOT Office of Civil Rights set no DBE Participation Goal for this project.

### **Disclaimer**

WAMPO reserves the right to retail all proposals or any ideas submitted in a proposal. Submission of a proposal indicates acceptance by the vendor of the conditions contained in the 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 in preparation and presentation of

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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 such action is considered in its best interest. Subsequent negotiations may be conducted, but such negotiation will not constitute acceptance, rejection, or a counter offer on the part of WAMPO.

### **Terms of Contract**

The 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 June 16, 2021. Contract negotiation will be expedited. During the contract negotiation process, the consultant will be required to provide the following:

- 1) 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 invoices for work completed to WAMPO. Payments shall be made to the consultant by WAMPO on a monthly basis after all agreed-to services have been completed to the satisfaction of 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/requirement will be subject to 48 CFR 31.2.

### **Questions**

Questions regarding the 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 the WAMPO website. Telephone inquiries will not be accepted. Questions should be addressed to:

Patricia Sykes  
Financial Analyst  
271 W. 3rd Street, Suite 208  
Wichita, Kansas 67202  
[patricia.sykes@wampo.org](mailto:patricia.sykes@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, its 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, 2021 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	\$55.00	Breakfast \$8.25 Lunch \$19.25 Dinner \$27.50	\$96.00	\$144.00
Wichita (includes Sedgwick County)	\$61.00	Breakfast \$9.15 Lunch \$21.35 Dinner \$30.50	\$103.00	\$154.50
KC/Overland Park (includes Johnson, Wyandotte, & Leavenworth counties)	\$66.00	Breakfast \$9.90 Lunch \$23.10 Dinner \$33.00	\$123.00	\$184.50

\*Prior approval required

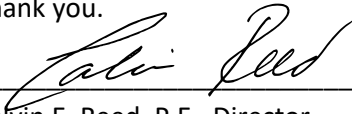
No out-of-state hotel bills will be reimbursed without advanced written approval (for prime and/or sub-consultant). An amount above these daily rates or un-approved out-of-state stays will not be reimbursed.

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.



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

1/14/2021

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Date

C: Pam Anderson, Chief, Bureau of Fiscal Services