



CITY OF LAWRENCE REQUEST FOR PROPOSAL (RFP)

RFP Number: R1209

Purpose of RFP: Multimodal Studies Project

RFP Description: Professional services for the completion of the Multimodal Studies Project consisting of three parts noted below:

- Commuter Park & Ride Study
- Fixed Route Transit and Pedestrian Accessibility Study
- Countywide Bikeway System Plan

Department: Lawrence-Douglas County Metropolitan Planning Organization (L-DC MPO) via the Lawrence - Douglas County Planning and Development Services Department and the City of Lawrence

Contacts: Todd Girdler, Senior Transportation Planner
Ph: 785-832-3155
Email: tgirdler@lawrenceks.org

Site Visit Requirements: On-site interviews may be required for selected firms as part of the selection process.

Copy Requirements: 7 (seven) printed copies plus 1 (one) electronic copy in MS Word format and PDF format.

Due Date & Time: August 3, 2012 at 5:00pm

Submit To Address: Lawrence-Douglas County Planning and Development Services
6 East 6th Street – City Hall
Lawrence, KS 66044

REQUEST FOR PROPOSALS
Lawrence-Douglas County Metropolitan Planning Organization (L-DC MPO)
City of Lawrence, Kansas
Planning and Development Services Department

Section I – Proposal Information

- Submit To Address:** Lawrence - Douglas County Metropolitan Planning Organization (L-DC MPO) / Lawrence-Douglas County Planning & Development Services Department
6 East 6th Street
P.O. Box 708
Lawrence, KS 66044
- Site Visit Requirements:** On-site interviews may be required for selected firms as part of the selection process.
- Contact:** Todd Girdler, Senior Transportation Planner
(785) 832-3155 (785) 832-3160 (fax)
tjirdler@lawrenceks.org
- Proposal Due Date & Time:** August 3, 2012 at 5:00pm
- Amendments:** Amendments to this RFP needed to clarify the work sought by the MPO/City or to answer questions from firms working on proposals for this RFP may be made before the due date for proposals. Any such amendments will be posted on the MPO website at <http://www.lawrenceks.org/pds/MPO> and be available for all potential vendors to view.
- Basis of Award:** The award of this contract will be based on a qualifications based selection process that may include in-person interviews followed by the successful negotiation of costs and fees. If the City cannot come to an agreement with the first choice firm on costs and fees then the City may choose to terminate those negotiations and begin negotiations with the second firm on the scoring list or terminate all negotiations and issue another RFP for these services at a later date.
- Acceptance Time Period:** The firm will be expected to return a signed contract within thirty days of receipt to the MPO/City.

Section II - Minimum Specifications

Project Scope:

The City of Lawrence is proposing to contract with a qualified consulting firm for the completion of a package of planning studies called the Multimodal Studies Project. This project is composed of the following three studies described below. Some aspects of all three of these studies are the same (e.g., timeline for completion), but each of the three studies will have their own set of deliverables. This is delineated further in Appendix F.

- **Commuter Park & Ride Study** – this study will involve looking at possible locations to plan commuter park and ride lots to serve the needs of Douglas County residents who work in Topeka and Metro Kansas City. It could also serve shuttle bus needs for special event days in Lawrence. It should identify areas where carpool operations could be based and carpooling could be encouraged. Coordination with commuter bus services and local transit services will also be studied.
- **Fixed Route Transit and Pedestrian Accessibility Study** – this study will look at obstacles that transit riders face in accessing the fixed route system and identify places where improvements to the pedestrian environment can and should be made to improve and/or enable people to access fixed route transit services. Issues with streets and sidewalks that now prevent people from accessing the fixed route system and force them to rely on paratransit should be studied. Possible locations for bus turnouts that could make the bus boarding and exiting process more convenient for transit riders and more efficient for traffic operations should also be studied. This study will include all City T and KU routes that are open to the general public and part of the coordinated City-KU system.
- **Countywide Bikeway System Plan** – this project will expand the existing bikeway system planning efforts and the Bikeway System Map to cover all of Douglas County. This project will look at on-road and off-road bikeways, and possible bikeway connections from Douglas County to other areas including Metro Kansas City and the Topeka Area.

The City is acting to contract for these services on behalf of the L-DC MPO. The contract for this consultant work will be between the City and consultant. MPO staff supplied by the City will supervise the consultant's work and manage this project.

Location:

Much of the work done under this contract will be performed at the consultant's office. Work in Lawrence or elsewhere in Douglas County will be necessary to conduct the studies. The MPO staff may request site visits by the contractor to the MPO office to discuss this project. Consultant work will also be done at various meeting locations in Douglas County where public participation meetings and/or briefings are scheduled.

Performance Period:

The period covered by this contract will begin on the date that this contract is executed by the City and end on or before December 31, 2013.

Scope of Work:

The purpose of the work to be performed is to provide for the development of all three of the Multimodal Studies listed above and described in more detail in Appendix F. This work is being funded using competitively awarded federal Consolidated Planning Grant (CPG) funds as administered by KDOT. This consultant planning work will produce study documents to fulfill the intent of this project depicted in the applications for those funds submitted to KDOT. The description of the planning work to be performed that was submitted to KDOT in the funding applications is incorporated into Appendix F.

Product Specifications:

The consultant will be responsible for several items delineated in the contract negotiated for the Multimodal Studies Project. At the end of this project the MPO expects to receive documents and information from the consultant that clearly defines the potential for how improvements can be made to the subject areas noted in each of the three studies (i.e., park & ride, pedestrian access to transit, bikeway system). For each of the three studies the consultant needs to delineate the problems which need to be overcome to improve those parts of our region's multimodal transportation system. Strategies, solutions, and action steps to address those problems should also be identified and recommended by the consultant.

With the completion of this Multimodal Studies Project the MPO expects to receive three separate study reports, one each for the Commuter Park & Ride Study, Fixed Route Transit and Pedestrian Accessibility Study, and Countywide Bikeway System Plan. During the course of this project the consultant is expected to track work progress and costs for each of the three studies separately and combine that information into one monthly progress report sent to the MPO staff with each billing invoice. The three studies that comprise this project and are covered by this contract are combined into one Multimodal Studies Project for administrative purposes, but the MPO expects that the consultant may have different teams with different expertise work on each of the three separate studies. However, the MPO also expects to have only one consultant project manager and one point of contact for the consultant team.

The three study reports produced under this project's contract are expected to serve two distinct audience types. At one level the study reports are expected to have technical details sufficient for the local government staffs to use as starting points in developing specific transportation system improvements. For example, if this study finds that fixed route transit is not seen as a viable option for certain people along a certain street one block from a fixed route because the sidewalk making that connection is old, narrow and uneven then the study needs to recommend the replacement of that block of sidewalk. At another level the study reports need to contain more general discussions of the issues related to park & ride facilities, pedestrian access to fixed route transit, and the development of a countywide bikeway system that are now facing the community. That information needs to be readily understandable by the public so that it can be useful by decision-makers as they consider policies to address the identified problems with the transportation system. For example, if the consultant finds that one of the problems with park & ride operations is that most of the locations where people want to park to ride are already developed with commercial sites, then the report needs to offer some suggestions about how the local governments can work with the business community on this issue.

At the end of this contract the MPO staff expects the consultant to produce reports and other information that the engineers can use to develop project design plans and other information that the local leaders and government staff can use to develop policies. The text and graphics in the three study reports produced for this project need to reach both of these audience groups.

Section III - Proposal Content

Number of Copies to Submit:

Submit seven (7) printed copies of the proposal. Submit electronic version of proposal (MS Word format and PDF). Rate and cost information shall be submitted in a separate sealed document.

Page Limits:

Written proposals for this Multimodal Studies Project will be limited to thirty pages total and that includes resumes and all other items. References to other relevant studies can be noted with short summaries and links to the full document, but lengthy excerpts from large reports should be avoided. The rate and cost information will be submitted in a separate document not to exceed ten pages in length.

Minimum Proposal Requirements:

- **Work Team Qualifications and Experience:** The consultant must be experienced in transportation planning and specifically in the areas of multimodal planning involving bikeways, pedestrian facilities, transit facilities and operations, and park and ride facilities covered by the descriptions of this project. Sufficient information shall be provided to indicate the consultant's qualifications, recent experience, and ability to perform the requested work in a timely manner.
- **Project Organization and Approach:** The consultant shall identify the key personnel associated with the project throughout its duration, including the Project Manager and key technical personnel. A brief experience resume must be provided for each person on the consultant team that details specific work experience related to projects of this nature. Also included shall be a description of the firm's current workload and availability to work on this project. The proposal shall describe the work that each consultant team member will perform on this project.

The project approach shall be detailed in the proposal to the extent possible and include any issues of concern to be considered and familiarity with transportation issues in the Lawrence-Douglas County Metropolitan Planning Area. The proposal should indicate in this section how the consultant will approach the work to be done in completing this set of studies, how the consultant will interact with the MPO staff managing this project, how the consultant will engage the community served by this planning study, how the consultant will manage its resources to produce high-quality work in a timely manner, and any other items the consultant feels should be discussed under the project approach.

- **Level of Effort:** The proposal shall include hourly rate information, to include breakdown of direct and indirect costs. The proposal shall also include the total hours for this project broken down into tasks and staff assignments as noted in the proposal. The proposal shall include information about rates and hours and other costs in a fashion so that the MPO staff can clearly see the items that compose the total cost proposed for this project. This cost information shall be submitted in a separate sealed document.

- **Compliance with USDOT and KDOT Provisions**

This project is a federally funded MPO project which has certain provisions attached to it, and adherence to those provisions is overseen by KDOT which is administering those federal CPG funds. The proposal needs to provide a detailed explanation of how the consultant will address the provisions related to Title VI assurances and DBE goals for this project. Those provisions are attached to this RFP as Appendices A, B, C and D. The DBE goals for this project are listed in Appendix B, and the consultant must indicate on that form how the DBE goal will be met or indicate that it will not be met and attach a supporting explanation of the consultant's good faith effort to meet that DBE goal. Appendix C describes the DBE goal procedure and what is included in a good faith effort to meet DBE goals. The consultant should use Appendices B and C as guides in writing the DBE portion of their proposal. The consultant must also assure that any sub-consultants are paid in a timely fashion and document those payments on the form attached to this RFP as Appendix E. The consultant and the City/MPO staff will work throughout the term of this project to fulfill these provisions.

Section IV - Evaluation Criteria

Selection Process

Once the proposals are delivered to the City the MPO staff will review them and distribute copies to the selection team. This group will meet to review and rate the written proposals. The selection team will then make their decision about what consultants to interview. Interviews may be held or the selection team may choose a firm to enter negotiations with from a scoring of the written proposals alone. Depending on the number of proposals received and the selection team's review of the written proposals, a short list of firms to call in for interviews may be produced. The selection team may conduct telephone interviews or request that on-site interviews with presentations be held.

The KDOT staff will be involved in this selection process and ensure that the process meets the requirements for awarding a CPG funded contract. A notice to proceed from KDOT will be obtained by the MPO before short listed firms are interviewed and before any award of this contract is made.

Applicants will be evaluated based upon the following criteria which will be scored using a ten-point scale with one being the lowest and ten being the highest score. This scoring process will be used by each selection team member to score the written proposals and then later used to score the interviews (if held) with firms that are short listed.

- **Project Related Experience (1-10 points)** - previous work experience in transportation planning for bikeways, transit, pedestrian facilities, and park and ride locations and any other items depicted in the description of this project.
- **Project Team (1-10 points)** - qualifications of the consultant team.
- **Project Approach (1-10 points)** - method of approaching and carrying out the project scope and specifications of the work tasks.

- **Schedule (1-10 pts)** - schedule and work load factors including the ability to complete the work as requested in a timely fashion.
- **Other Factors (1-10 points)**
 1. Knowledge of the structure of the L-DC MPO.
 2. Knowledge of transportation issues now facing the Lawrence-Douglas County Metropolitan Planning Area including but not limited to the three areas of study represented by this project.

Additional criteria as may be deemed appropriate by the selection committee may be developed for use in the scoring of interviews, and if so the short listed firms will be notified of those criteria before the interviews are held. Applicants may be contacted for additional information if needed.

Hourly rate information, to include breakdown of direct and indirect costs, shall be used to determine appropriate billing rates to assist in the negotiations of a contract. This cost information shall be submitted in a separate sealed document.

Once the selection committee has reached a consensus about which firm they would like to enter into negotiations with first the MPO staff will recommend a consultant to the City Commission based upon the selection team's scoring of their written proposal and interview. The preferred firm will be chosen by the selection team based on this qualifications based method. After this qualifications based selection is made the City/MPO staff will review the rate and cost information submitted and start negotiations with the preferred consulting firm. If negotiations with that firm are successful then the City/MPO staff will work with the preferred consultant to produce a contract for the consultant to review, sign, and return to the City. The City staff will schedule this contract for City Commission approval and after that City approval the contract will be signed by the City Manager and executed. After the City executes this contract the City/MPO staff will produce a purchase order and notify the consultant that they can start work on this project.

Section V - Equal Employment Opportunity Agreement

The consultant agrees that they shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, disability, national origin or ancestry. The contractor shall in all solicitations or advertisements for employees include the phrase, "equal opportunity employer." The contractor agrees that if the contractor fails to comply with the manner in which the contractor reports to the Kansas Human Rights Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the contractor shall be deemed to have breached the contract and it may be canceled, terminated or suspended, in whole or in part, by the City. If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City.

Section VI – Budget and Funding Sources

This study is being financed through a Consolidated Planning Grant (CPG) from Federal Transit Administration (FTA) Section 5303 and Federal Highway Administration (FHWA) Planning (PL) funding. These funds are administered by the Kansas Department of Transportation (KDOT). Funding for this project is listed in the MPO's Unified Planning Work Program (UPWP).

The maximum available budget for this work is \$200,000. This funding is currently programmed in the 2012 UPWP. No additional funds are expected to be available for this project and no change in this total funding level can be made without the approval of the City and MPO.

Section VII – Evaluation Score Sheet

A sample score sheet for the selection team to use for scoring the written proposals and the consultant interviews is attached to the end of this RFP as Appendix G.

Section VIII – Disadvantaged Business Enterprise

The City of Lawrence is soliciting for these consultant services on behalf of the Lawrence-Douglas County MPO. The MPO encourages the use of Disadvantaged Business Enterprise (DBE) firms on this project. This RFP has been reviewed by KDOT and a DBE goal of \$ 20,000 has been set by KDOT for this contract. The consultant is responsible for considering this DBE goal in their proposal and for explaining in their proposal how the DBE goal will be addressed if they are awarded this contract. If the consultant will not meet the DBE goal then the consultant must supply information in their proposal to document a good faith effort to meet that goal and explain why they will not meet it. The MPO and KDOT staffs expect all firms responding to this RFP to meet the DBE goal, and firms are strongly encouraged to do that. However, if a firm finds that it cannot meet that goal then a good faith effort as described in Appendix C must be documented in their proposal.

CONTRACTOR ASSURANCE

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 State. 252), §504 of the Rehabilitation Act of 1973 (87 State. 3555) and the Americans with Disabilities Act of 1990 (42 USD 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 insure 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 nine “Nondiscrimination Clauses”.

CLARIFICATION

Where the term “consultant” appears in the following seven “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:

(Revised 07-29-1999)

- (1) **Compliance with Regulations:** The consultant will comply with the Regulations of the Regulations 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 or 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 and 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 national 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

(Revised 07-29-1999)

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 Businesses are defined in the Regulations, shall have a level playing field to compete fairly for contracts financed in whole or in part with Federal funds under this contract.
- (b) All necessary and reasonable steps shall be taken 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 CFR 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 and use such information in complying with this Order.

- (9) Incorporation of Provisions: The consultant will include the provisions of paragraph (1) through (8) in every subcontract, including procurements of materials and lease of 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.

(Revised 07-29-1999)

Appendix B

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>

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. COMMERCIALY 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.

- (2) 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.
- (3) 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.
- (4) 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.
- (5) 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.
- (6) Refer the matter to the Office of the Attorney General, the US Department of Justice, or both for follow-up action.
- (7) 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 DBE Payment Information

MPO: _____

Information for the Quarter of: _____

UPWP Consultant Activity	Name and Address of Consultant (if selected)	Amount of Consultant Contract	Status of Consultant Contract	Paid this Quarter	Cumulative Consultant Payments	Certified DBE?
		\$		\$	\$	<input type="checkbox"/>
		\$		\$	\$	<input type="checkbox"/>
		\$		\$	\$	<input type="checkbox"/>
		\$		\$	\$	<input type="checkbox"/>
		\$		\$	\$	<input type="checkbox"/>
		\$		\$	\$	<input type="checkbox"/>
		\$		\$	\$	<input type="checkbox"/>
		\$		\$	\$	<input type="checkbox"/>
		\$		\$	\$	<input type="checkbox"/>
		\$		\$	\$	<input type="checkbox"/>
		\$		\$	\$	<input type="checkbox"/>
		\$		\$	\$	<input type="checkbox"/>
		\$		\$	\$	<input type="checkbox"/>

Submitted by: _____ Date: _____

Title / position: _____

Kansas Department of Transportation
Certificate of Subconsultant Work and Payment

(MPO)

(MPO Work Activity)

I certify that _____ received payment from the _____
(Prime Consultant) (MPO)

on _____ for Invoice Number _____ and within 10 calendar days after
(date check received)

this date, paid the subconsultants named below for the satisfactory work completed on or before the invoice "paid to date" in compliance with the Standard Specifications and Special Provisions in this contract.

(Date)

(Signature of Prime Consultant Representative)

Sub Consultant

Amount Paid
\$
\$
\$
\$
\$
\$
\$
\$

(Completed forms are to be submitted by the MPO to the KDOT
Urban Planning Unit in requests for reimbursement.)

Appendix F

Note: The following pages are not exact copies of the text from the Competitive CPG funding applications submitted to KDOT in July 2011. The following descriptions of the three studies have been edited for brevity and updated to reflect changes that have occurred since the funding applications were approved. These minor changes were made to give the consultants a more complete and up to date view of the discussions about these issues taking place in the region.

This appendix is intended to give the consultants a clear idea about what KDOT expects the MPO to accomplish with these funds and a clear idea about the minimum amount of work the MPO expects the consultant to do to fulfill the intent depicted in the funding applications sent to KDOT. However, the information in this appendix should be viewed as the minimum, not the maximum, amount of multimodal studies products to be produced under this contract. This appendix is not intended to represent all the work that could be produced under this contract and within the available budget. Consultants are encouraged to be innovative and expand on this minimum level of study as they see fit and include in their proposals other items that pertain to the Commuter Park & Ride Study, Fixed Route Transit and Pedestrian Accessibility Study, and Countywide Bikeway System Plan.

Items Pertaining to All Three Parts of the Multimodal Studies Project (Commuter Park & Ride Study, Fixed Route Transit and Pedestrian Accessibility Study, Countywide Bikeway System Plan)

Agencies Invited to Participate in the Project

Local agencies involved in land use control and all local agencies involved in transportation planning or transportation facility operation or transportation service operation will be invited to participate in this project. The MPO and its planning partners represented by the Technical Advisory Committee (TAC) and/or the MPO Policy Board (MPO) will be involved in this project on a routine basis. MPO staff will keep the TAC and MPO informed about the work progress of this project. Other agencies may be asked to comment on drafts of the documents produced for this project. Individuals who express an interest in participating in this project will also be given an opportunity to comment. Property owners that are identified as parties likely to be impacted by the implementation of this project's recommendations will also be invited to participate in this project and comment on the draft documents. This project will be discussed at TAC and MPO meetings which are open to the public and have agendas posted in advance on the MPO web site. Soon after a consultant for this project is under contract, the agencies listed below will be sent notification that this study is underway.

Douglas County
City of Lawrence
City of Baldwin City
City of Eudora
City of Lecompton
Kansas Department of Transportation
Kansas Turnpike Authority
Lawrence Transit System
Lawrence – Public Transit Advisory Committee
University of Kansas – Parking & Transit

University of Kansas – Transit Commission
Johnson County Transit
Coordinated Transit District #1
Lawrence-Douglas County MPO – Policy Board
Lawrence-Douglas County MPO – Technical Advisory Committee
Lawrence-Douglas County Bicycle Advisory Committee
Lawrence-Douglas County MPO - Regional Transit Advisory Committee
Chambers of Commerce (Lawrence, Baldwin City, Eudora)
Other groups that the MPO and/or TAC request that the MPO staff contact

Work and Management for the Project

The work to complete this project will be done by consultants hired by the City of Lawrence on behalf of the MPO. The MPO staff will oversee the consultant work and consultant contract for this project. TAC members will be updated about this project on a regular basis and may be asked to supply data to the consultants and cooperate with them. Either the MPO Senior Transportation Planner or the MPO Transportation Planner will be the public side project manager. Invoices from the consultant will be accepted on a monthly basis and each invoice will be accompanied by a progress report detailing what work was performed during that period. The RFP and contract for this study will contain items specified by KDOT as required for federally funded planning contracts.

Timeline for the Project

The MPO plans on this project taking one year or less to complete with project completion during the summer of 2013. It is anticipated that this project will be completed following the T-2040 Metropolitan Transportation Plan adoption in late 2012 or early 2013. Therefore, if necessary the T-2040 Plan can be amended in 2013 to incorporate the results of this project.

1. Commuter Park & Ride Study

Brief Description of the Study

This study will investigate possible locations for commuter park and ride lots to serve the needs of Douglas County residents who work in Topeka and Metro Kansas City. Those lots could also serve shuttle bus needs for special event days in Lawrence. Locations in all parts of Douglas County will be considered in this study. The possible coordination between commuter bus services and local transit services and these park and ride facilities will be studied. Related services like carpool matching, transit information, pedestrian and bicycle facilities to and at these locations, interagency cooperation, and public-private partnership possibilities will also be studied as part of this study. This study of park and ride options in Douglas County is supported by similar ideas for park and ride enhancements found in the 5-County Regional Transportation Study funded by KDOT.

Goal of the Study

The goal of this study is to identify and prioritize locations in Douglas County where demand for park and ride lots exists or is expected to exist in the next 5-10 years so that land use and transportation planning to develop those commuter facilities can be coordinated and so the needs of commuters can be met in a sustainable environmentally-friendly fashion.

Deliverables for the Commuter Park & Ride Study

The details of deliverables will be negotiated with the contract, but at a minimum this study will result in reports and other documents that clearly indicate the location, property ownership,

platting, zoning and planned size of the park and ride facilities identified. A report showing maps and photos of these sites and preliminary site plans for their development as park and ride locations will be delivered to the MPO as part of this study. Documentation of discussions and any agreements to coordinate the development of the park and ride lots with transit services, pedestrian facilities, and bikeways will be included. Documentation of how the park and ride demand was estimated or projected will also be part of the deliverables. The consultant will also be expected to take notes for all meetings related to this study. A more detailed list of deliverables will be included in the contract.

2. Fixed Route Transit and Pedestrian Accessibility Study

Brief Description of the Study

This study will look at obstacles that transit riders face in accessing the Lawrence fixed route transit system (Lawrence Transit and KU on Wheels) and identify places where improvements to the pedestrian environment (sidewalks, ramps, signals, crosswalks, etc.) could be made to improve and/or enable people to use fixed route transit services in Lawrence. Issues that now force some riders to rely on expensive paratransit services will be studied. Possible locations for bus turnouts that could help make boarding and exiting buses more comfortable and convenient, and more efficient for traffic flow will also be studied.

Goal of the Study

The goal of this study is to identify and prioritize locations in Lawrence where improvements to the sidewalks and related pedestrian facilities and bus stops can be made that help more riders become able to use fixed route services instead of more expensive door to door paratransit. This will increase their options for travel times, enhance their mobility, and grow their independence. With this also comes the ability of the transit operators to deliver service to more residents with disabilities who could not ride regular fixed routes even with improved pedestrian connections to bus stops. Improvements to pedestrian facilities in neighborhoods that will help people access transit will also help make walking for short trips a more viable option, and that is another goal and benefit of this study. All of those things will make the region's population and transportation system less dependent on car trips and more multi-modal.

Deliverables for the Study

The details of project deliverables will be negotiated with the contract, but at a minimum this project will result in reports and other documents that clearly indicate and prioritize the locations and planned improvements to the pedestrian environment that will facilitate increased fixed route transit use and the locations of planned bus turn-outs that will improve transit operations and traffic flow around bus stops. A report showing maps and photos of these sites and improvement plans for those locations will be delivered to the MPO as part of this project. Documentation of discussions and any agreements to coordinate the improvements to streets, sidewalks, and bus stops will be included. Documentation indicating how these improvement locations were selected will also be part of the deliverables. The consultant will also be expected to take notes for all meetings related to this study. A more detailed list of deliverables will be included in the contract.

3. Countywide Bikeway System Plan

Brief Description of the Plan

This plan will expand the existing bikeway system planning efforts and the Bikeway System Map to cover all of Douglas County. The MPO staff and consultant will work with the Bicycle Advisory

Committee (BAC) and the Technical Advisory Committee (TAC) on this plan. This plan will look at on-road and off-road bikeways, and possible bikeway connections from Douglas County to other areas including Metro Kansas City and the Topeka Area. This study will focus on developing a bikeway system that will become an important part of the region's multi-modal transportation network and a bikeway system that provides a viable transportation choice for many shorter trips. The relationships of other parts of the region's transportation system (roads, transit, and pedestrian facilities) will also be considered in developing this bikeway system plan. That will include discussion of how roads and other transportation facilities can be changed to facilitate bicycle travel. The plan will include discussion of the feasibility of building bikeways in the corridors identified and recommendations of which type of bikeway (route, lane, shared use path) will best suit each corridor and why.

Recently, certain areas have been identified by the MPO staff and others as places that are in need of bikeway planning. These locations present challenges for bicycle travel and all of these areas should be examined as part of this study. Other locations may be identified by the BAC, MPO staff and others as this project progresses. The consultant should address the locations listed below in their proposal.

- Eudora Public Schools – Elementary and Middle Schools
- Baldwin City Public School – Elementary
- Iowa and 6th Street Interchange Area – Lawrence
- Burroughs Creek Trail/Hobbs Park to Riverfront/Constant Park Connector - Lawrence

Goal of the Plan

Developing a bikeway system that will accommodate riders of all ages and skill levels and be seen as a transportation system that can be used for utilitarian trips to work, school, and shopping and not just a recreational amenity is a major goal of this study. Providing a regional vision for how a bikeway system can develop over time to facilitate bicycle travel as a significant part of the traffic mix for trips within Douglas County is another important goal of this study. This study should educate area residents about how different types of bikeways relate to the different road classifications, nearby land uses, and transit systems. Gaining respect for bikeways as important parts of the region's transportation system is also an important overall goal for this plan.

Deliverables for the Plan

The details of deliverables will be negotiated with the contract, but at a minimum this project will result in reports and other documents that clearly indicate the locations of existing and planned bikeways and related improvements to nearby streets that will help make bicycle travel more attractive and safe. A report showing maps and photos of these sites and improvement plans for those locations will be delivered to the MPO as part of this study. The deliverables for this project will also discuss how this countywide bikeway plan will be related to and coordinated with the recently passed Complete Streets Policy for Lawrence and any similar efforts elsewhere in Douglas County. Documentation discussing the rationale for the recommended bikeways in each corridor selected for bikeway treatment will also be provided. An explanation and discussion of the different types of bicyclists and their skill levels along with definitions of the different types of bikeways and their related engineering and operational issues will also be part of this study. A more detailed list of deliverables will be included in the contract.

Appendix G

RFP SCORE SHEET

Firm	Related Project Experience (1-10)	Project Team (1-10)	Project Approach (1-10)	Schedule (1-10)	Other Factors (1-10)

Note – total number of possible points equals 50. A score of 1 is the lowest score and a score of 10 indicates that the consultant exceeds the reviewer’s expectations.

Other Factors include:

- Knowledge of the structure of the L-DC MPO.
- Knowledge of transportation issues now facing the Lawrence-Douglas County MPA including but not limited to the three areas of study represented by this project.

TOTAL SCORES:

Firm	Score	Firm	Score

Reviewer Notes: