

**Kansas Turnpike Authority (KTA)
BANKING SERVICES
REQUEST FOR PROPOSALS
No. 140-210826**

RFP Release Date:

October 8, 2021 4:00 p.m. CST

Mandatory Pre-Proposal Meeting Date:

Friday, October 15, 2021 10 a.m. CST

Proposal Due Date

Friday, November 12, 2021 4:00 p.m. CST

Physical Delivery Address:

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EXHIBITS

- Exhibit A Banking Services Questionnaire
- Exhibit B Price Proposal Instructions
- Exhibit C Image of Remittance Advice

SECTION 1 - NOTICE OF REQUEST FOR PROPOSAL

TITLE:	Banking Services Request for Proposals
RFP NUMBER:	140-210826
ISSUING DATE:	Friday, October 8, 2021. 4 p.m.
CONTRACT TERM:	Three (3) years with two (2) additional one-year renewal options
ISSUING AGENCY:	Kansas Turnpike Authority
CONTACT PERSON:	Dustin Busick

1.1. BACKGROUND AND PURPOSE

The Kansas Turnpike Authority (KTA) provides 236 miles of high-quality Kansas transportation from the Kansas-Oklahoma border to Kansas City, Kansas. The KTA does not receive state or federal tax funds but instead relies on tolls to maintain and improve the facility. As a user-fee supported roadway, it is crucial to KTA's operations that payment be received in a timely manner. In FY21, approximately 33 million travelers used the Turnpike. Toll collection operations have evolved on the Kansas Turnpike. Today, approximately 60% transactions are made through the K-TAG electronic toll collection program. Another 3-4% of transactions are billed as video-enforced transactions when a valid compatible transponder is not detected in an electronic-only lane. The remainder of transactions are cash transactions that occur in the lane through the toll booths.

KTA is requesting written proposals from qualified banking institutions that can provide the KTA with comprehensive, high-quality banking services, competitive pricing, and a strong working relationship with its banking partner. A qualified banking institution is defined as any bank incorporated under the laws of Kansas or organized under the laws of the United States, which has a main branch office in the state, as defined in K.S.A 9-1408(a). The Turnpike's intent is to adhere to the Government Finance Officers Association recommendation to bid out banking services every five years.

The headquarters for the KTA staff are in the KTA Headquarters located at 9401 E Kellogg, Wichita, KS 67207.

1.2. SCOPE OF WORK - OVERVIEW

The KTA banking services required to accommodate its needs are extensive and relatively complex. These will be subject to change moving forward as KTA shifts its point of collection system from a toll cash collection model to a cashless billing model. The following is a summary of the major elements of the banking services RFP. The KTA reserves the right to accept, reject or separate any section as it deems necessary for the best benefit of the KTA. Proposers may submit proposals for any and all sections of this RFP. For more detailed information refer to the **SECTION V SCOPE OF WORK AND REQUIREMENTS**. The elements will be categorized into three subsections as follows:

- SECTION 5.1. GENERAL BANKING SERVICES

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- Wire transfers
- Direct deposit and payroll system
- Tax payments
- Positive Pay
- Commercial Vault Services
- Investment of available funds
- Collateralization
- Reporting services and statements of advice
- Check cashing
- Online banking services
- Deposit Processing
- Other banking services
- SECTION 5.2. MERCHANT SERVICES
 - Payment card processing including hardware and software
- SECTION 5.3. LOCKBOX SERVICES
 - Multiple pickups. The KTA will process all Lockbox payments once daily.
 - Secure handling procedures

The bank services procured under this Contract **do not** include purchasing card services.

1.3. CONTACT PERSON

Brandon Kauffman is the Project Manager (KTA) for this project and the Procurement Coordinator is Dustin Busick. Any communication regarding this RFP and the RFP process shall be directed in writing to Dustin Busick by e-mail at dbusick@ksturnpike.com.

1.4. INFORMATION POSTING

It is the responsibility of all prospective Proposers interested in responding to this RFP to routinely check the KTA website at <https://www.ksturnpike.com/business-opportunities> for any revisions, question responses, addenda, and changes to schedule and announcements related to this RFP. KTA also will develop an email distribution list of contact persons for those Proposers who attend the optional Pre-Proposal Scope of Services Meeting and will email this additional information to such contact persons; however, this does not relieve Proposers of the responsibility to be aware of all additional information related to this RFP posted via the website. KTA grants permission to use its logo on Proposal Submittals.

SECTION 2 - GENERAL INFORMATION FOR PROPOSERS**2.1. RFP SCHEDULE**

Table 1-1 provides a planned schedule for this RFP process, listed in the order of occurrence. KTA reserves the right to change any or all of these dates as it deems necessary or convenient in its discretion. In the

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event of such a date change, Proposers will be notified in accordance with **SECTION 1.4 – INFORMATION POSTING**.

Table 1-1 PROCUREMENT SCHEDULE

Event or Due Date	Date
RFP Issued	Friday, October 8, 2021
Mandatory Pre-Proposal Meeting – Webex	Friday, October 15, 2021 (10:00 a.m. CST)
Written Questions Due	Friday, October 29, 2021
Proposals Due	Friday, November 12, 2021 (4:00 p.m. CST)
Notification of Shortlist	Monday, November 22, 2021
Oral Presentations	November 22 – December 3, 2021
Ranking of Proposals for Negotiations	December 3 – December 15, 2021
Award of Contract	December 2021

- Mandatory Pre-Proposal Scope of Services Meeting:** KTA will convene a Pre-Proposal Scope of Services Meeting for the purpose of clarifying any questions regarding the RFP. The meeting will be held virtually on the Webex video platform. Attendance at the meeting is mandatory for all Proposers who submit Proposals. Meeting links will be emailed to all interested Proposers.
- Written Questions Due Date:** Proposers are invited to email any follow up questions to the Procurement Coordinator listed in this RFP. All final questions must be emailed prior to the end of the business day on the date listed above.
- Proposal Due Date:** Technical Proposals and Price Proposals will be received by KTA until the due date and time provided in **Table 1-1 PROCUREMENT SCHEDULE**.
- Shortlist Notification:** The KTA shall determine a shortlist and notify all Proposers who have successfully submitted Proposals. The KTA reserves the right to accept or decline any successfully submitted Proposals.
- Oral Presentations:** Oral presentations shall be scheduled with Proposers within the time period identified.

2.2. POLICY STATEMENT

This procurement shall be conducted in accordance with all applicable Federal and State laws and regulations, and the policies and procedures of KTA, as those may be amended. All future amendments to any such laws, regulations and applicable KTA policies and procedures shall be applicable to this procurement.

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2.3. RFP INQUIRIES AND NOTICES

Any questions in regard to this RFP shall be directed in writing to the contact person identified in **SECTION 1.3 CONTACT PERSON**. Only inquiries in writing will be accepted by KTA, and only written responses will be binding upon KTA. Any inquiries received after the deadline referenced in Table 1-1 may or may not be answered by KTA at KTA's sole determination. All answers to inquiries will be posted on the KTA web site at www.ksturnpike.com/business-opportunities.

2.4. NON-SOLICIATION PROVISION

From the date that this RFP is issued until the award of a Banking Services Contract is announced, Proposers shall only contact the KTA Procurement Coordinator listed and in the manner identified in **SECTION 1.3 CONTACT PERSON** with respect to any facet of this procurement. Proposers shall not be permitted to contact any KTA employee, Agent or Evaluation Committee member with respect to this procurement. Violation of this provision may be grounds for rejection of the Proposer's Proposal.

2.5. COST INCURRED RESPONSIBILITY

All costs incurred by any interested party in responding to this RFP shall be borne by such interested party; KTA shall have no responsibility whatsoever for any associated direct or indirect costs.

2.6. RIGHT TO REJECT

KTA retains the right and option to reject any and all Proposals and also reserves the right to split out portions of the services to separate vendors.

2.7. RESPONSIVENESS OF PROPOSALS

KTA reserves the right to reject any Proposal as non-responsive if the Proposal fails to include any of the required information in the specified order, including as further detailed in **Section IV, Proposal Contents and Submission**.

2.8. RIGHT TO CANCEL

KTA reserves the right to cancel this RFP if it is determined to be in the best interest of KTA to do so.

2.9. RIGHT TO AMEND AND ADDENDUM

KTA reserves the right to amend, insert, or delete any item in this RFP if it is determined to be in the best interest of KTA. If it becomes necessary to revise any part of this RFP, a written addendum to the solicitation will be sent via email to the RFP email list and will be posted to KTA's website in accordance with **Section 1.4 INFORMATION POSTING**. KTA expects to issue the last addendum no later than the date for KTA Response to All Questions completed provided in **Table 1-1 Procurement Schedule**. KTA will not be bound by, and the Proposer shall not rely on, any oral or written communication or representation regarding the RFP Documents, except to the extent that it is contained in an addendum to these RFP Documents or in the Questions and Answers as posted on the KTA web site. In the case of a conflict between addenda, the latest addendum shall apply.

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Proposers are required to confirm the receipt of all addenda issued to this RFP by attaching copies to the Proposal.

2.10. WRITTEN CLARIFICATIONS

KTA may request written clarifications to Proposals. KTA has identified the due date for responses in **2.1 RFP SCHEDULE**. If the requested information is not received in a timely manner, the Proposer’s scores may be adversely affected. Questions received after the deadline will not be considered. The KTA shall review all submitted questions and determine if the content warrants an addendum for clarification.

2.11. ORAL OR REFERENCED EXPLANATIONS

KTA will not be bound by oral explanations or instructions given by anyone at any time during the Proposal process or after Contract award. KTA will not consider Proposer-referenced information not included in the Proposal; however, KTA may consider other sources in the evaluation of Proposals, such as reference reviews, financial ratings and Proposer oral presentations, for example.

2.12. PROPOSAL CONTENT CHECKLIST

The following items are provided to ensure all bid requirements are met and submitted for a successful proposal. **FAILURE TO SUBMIT THE FOLLOWING LIST OF DOCUMENTS MAY RESULT IN PROPOSAL REJECTION.** Vendors are instructed to utilize this checklist **and include the initialed list with their Proposal submission.**

Table 1-2 Proposal Content Checklist

Completed and signed RFP document	Initials: _____	Date: _____
Section 5.1.: General Bank Proposal	Initials: _____	Date: _____
Section 5.2.: Merchant Services Proposal	Initials: _____	Date: _____
Section 5.3.: Lockbox Proposal	Initials: _____	Date: _____
Completed Exhibit A – Banking Services Questionnaire	Initials: _____	Date: _____
Completed Exhibit B - Price Proposal Sheet	Initials: _____	Date: _____
Copies of all issued Addenda	Initials: _____	Date: _____
Any Additional Services or Supplemental Materials	Initials: _____	Date: _____

- **Copy of the RFP.** Include a copy of RFP# 140-210826 with a completed signature page, acknowledging a review of the RFP procedures.
- **Proposal Sections.** Indicate which sections are included in the Proposal.
- **Completed Exhibit A – Banking Services Questionnaire.**
- **KTA Contractual Provisions.** A signed copy of the RFP indicates acknowledgement and adherence to KTA’s Contractual Provisions form no. 236.
- **Completed Exhibit B – Price Proposal Sheet.** Proposers must utilize the Price Proposal Excel worksheet.

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- **Copies of any Addenda.** Copies of all issued addenda must be included in the Proposal as acknowledgement of receipt.

2.13. PROPOSAL SUBMITTAL DEADLINE

Complete and separate Scope of Service Proposals and Price Proposals shall be delivered to the front desk of the KTA Headquarters building location presented on the cover page of this RFP, before the due date and time provided in **Table 1-1 Procurement Schedule**, where they will be logged in as received. Proposals may be mailed or hand delivered. KTA will not accept Proposals delivered after the due date and time.

2.14. SUBMITTAL RESPONSIBILITY

The responsibility for submitting a Proposal to KTA on or before the stated time and date will be solely and strictly the responsibility of the Proposer. KTA will in no way be responsible for delays caused by the United States mail delivery, common carrier or caused by any other occurrence.

2.15. ORAL PRESENTATIONS AND INTERVIEWS

KTA reserves the right to request oral presentations and interviews with Proposers if KTA decides that oral presentation and interviews are in its best interests. If oral presentations and interviews are used KTA will develop a short list for the oral presentations and interviews based on the scores of the Technical Proposals. See **SECTION 3 – PROPOSAL EVALUATION** for more details.

In advance of any oral presentations and interviews Proposers will be given detailed instructions on what the format and content of the presentation and interview will be, including what functionality, if any shall be demonstrated. Proposers should be prepared to demonstrate key elements of their proposed System and Project approach and to respond to specific questions regarding their Proposals. KTA may also provide demonstration scripts to be followed.

2.16. WAIVERS

KTA may waive minor informalities or irregularities in Proposals received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Proposers. Minor irregularities are defined as those that will not have an adverse effect on KTA's interest and will not affect the price of the Proposals by giving a Proposer an advantage or benefit not enjoyed by other Proposers.

2.17. KTA PROPERTY AND KANSAS OPEN RECORDS ACT (KORA)

All materials submitted in response to this RFP become the property of KTA. Proposers shall identify confidential information as instructed in **Section IV, Proposal Contents and Submission, Section 2.1 Submission of Technical Proposal, (Item 6)**. Failure to properly identify and mark confidential information as required may result in all information received being deemed non-confidential, non-proprietary, and in the public domain. After the award of Contract, the contents of all Proposals, except confidential

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information, will be open to inspection by interested parties in accordance with the Kansas Public Records Act (Chapter 132 of the Kansas General Statutes) or other applicable law.

2.18. MODIFICATION OR WITHDRAWAL OF PROPOSALS

KTA will permit modifications to a Proposal after Proposal Submittal until the specified due date and time for accepting Proposals provided in Table I-1 Procurement Schedule. The Proposal may be picked up by a representative of the Proposer provided that the request to modify is in writing, is executed by the Proposer or the Proposer's duly authorized representative, and is filed with KTA. It is the Proposer's responsibility to resubmit a Proposal before the deadline in accordance with the instructions and requirements for Proposal submission detailed in this RFP.

A Proposer may withdraw a Proposal without prejudice prior to the Submittal deadline provided in **Table 1-1 Procurement Schedule**, provided that the request is in writing, is executed by the Proposer or the Proposer's duly authorized representative, and is filed with KTA.

2.19. CONTRACTUAL OBLIGATIONS

KTA will not be required to evaluate or consider any additional terms and conditions submitted with a Proposal. This applies to any language appearing in or attached to the document as part of the Proposer's Proposal. By execution and delivery of this RFP and Proposal the Proposer agrees that any additional terms and conditions or changes to the terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect unless such are specifically accepted by KTA. This RFP, any addendum, the response and any response amendments of the Proposer, and the KTA form no. 236 (Contractual Provision page 23-24) shall be incorporated into the written contract, which shall compose the complete understanding of the parties. In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

- KTA Form 236;
- Written modifications to the executed contract;
- Written contract signed by the parties;
- The RFP, including any and all addenda;
- Proposer's written Proposal submitted in response to the RFP as finalized.

2.20. PROPOSER'S BID EFFECTIVE DATE

By submitting a Proposal to KTA, the Proposer agrees that the Contractor's Scope of Services Proposal and Price Proposal shall remain effective one hundred eighty (180) Calendar Days after the deadline for submitting the Proposal.

2.21. KANSAS REGISTRATION AND LICENSURE

Proposers and Subcontractors wishing to be considered will be properly registered and licensed to conduct business in the State of Kansas with the Office of the Secretary of State at the time the Proposal is submitted. It is the responsibility of the Proposers to verify the registration of any corporate subsidiary or Subcontractor prior to submitting a Proposal.

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2.22. CONTRACT TERM AND TERMINATION

The banking services detailed in this section are to be performed on a contractual basis. The term of this Agreement will begin on the Effective Date as agreed upon by both parties. A contractual period will begin the implementation period. The initial contract will be for Three (3) years with two (2) additional one-year renewal options. If the Contractor does not wish to have the contract extended for an additional one-year period, it shall give the KTA at least six months written notice of its desire prior to the scheduled expiration date of any contract period. It is expressly understood that neither party is obligated to the other for damages of any kind should either party not choose to enter into either of the optional one-year periods. Failure to comply with the provisions agreed upon by the Contractor may be deemed a breach of contract and be cause for immediate termination of the banking services agreement.

The KTA may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

- The Contractor fails to make delivery of goods or services as specified in this contract;
- The Contractor provides substandard quality and/or workmanship;
- The Contractor fails to perform any of the provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms.

The KTA or its designated representative shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within fourteen (14) days from the receipt of the notice (or such longer period as KTA may authorize in writing), the KTA shall issue the Contractor a ninety-day (90) notice of contract termination.

SECTION 3 – PROPOSAL EVALUATION

An evaluation and negotiation process will be conducted as set forth in this Section 3 using a Best Value process to allow KTA to award the Contract to the Proposer providing the Best Value, and recognizing that Best Value may result in award to other than the lowest price or highest technically qualified Proposal. By using this method, the overall ranking may be adjusted up or down by the Evaluation Committee when considered with, or traded-off against other non-price factors. "Best Value" procurement methods are authorized in accordance with KTA Policies and Procedures.

Pursuant to KTA policies, the award decision is made based on multiple factors, including: account specification's, reporting requirements, electronic banking, firm qualifications, assigned personnel, and response to banking questions. The intent of "Best Value" procurement is to enable Contractors to offer and the Agency to select the most suitable proposal, meeting the business objectives defined in the solicitation and to keep all parties focused on the desired procurement outcome.

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3.1. PASS / FAIL SCREENING

- Packages will be opened upon receipt and checked for completeness. Proposals which are incomplete will not be evaluated further. Completeness includes all Proposal sections, correctly completed forms and required information.
- Each Proposal will subsequently be reviewed to ensure that the Proposer meets the minimum Proposer project experience qualifications.
- Proposers who did not meet the Pass / Fail Screening will be notified immediately after the screening is complete. Proposers are advised that KTA is not obligated to ask for, or accept after the Proposal due date, data that is essential for a complete and thorough evaluation of the Proposal.

3.2. SCOPE OF SERVICES PROPOSAL EVALUATION

The evaluation process will consist of a quantitative scoring and ranking of the Scope of Services Proposals in order to ascertain which Proposer best meets KTA's needs for banking purposes. The Scope of Services Proposals will be evaluated on their material content and their responsiveness and degree of adherence to **Section V, SCOPE OF WORK AND REQUIREMENTS** set forth in this document. The Evaluation Committee will review and evaluate the Scope of Services Proposals and the other related Contract information submitted to ensure that the Proposer understands the Scope of Work and Requirements and has clearly expressed its intent to meet the requirements of the Contract.

- **Preliminary Scope of Services Scoring.** Following Scope of Services Proposal review, the Evaluation Committee will score with maximum potential points for each Proposal as shown in Table 1-3 below.
- **Non-Compliant.** Any Proposals scored below 45 out of 75 possible total points on the preliminary evaluation will be considered non-compliant and will not be considered further. Only Proposers that meet the minimum score of 45 will be considered compliant and asked to participate in the oral presentations and interviews.
- **Oral Presentations and Interviews.** KTA may invite compliant Proposers to participate in oral presentations and interviews. The oral presentations and interviews and any required demonstrations conducted therein will provide an opportunity for the Evaluation Committee to further its understanding of the Scope of Service Proposals.
- **Updated Scope of Services Scoring.** After the oral presentations and interviews, the Evaluation Committee will update its preliminary technical scoring. The updated scoring will consider both the Scope of Services Proposal and the results of the oral presentations and interviews and demonstrations if conducted, with maximum potential score points for each proposal as shown in Table 1-3 below.

3.3. PRICE PROPOSAL EVALUATION

- After compilation of the updated scores for Scope of Services Proposals following the oral presentations and interviews, the Evaluation Committee will open the sealed Price Proposals only


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for those Proposals with a technical score that meets the minimum requirement of 45 points or more.

- The Evaluation Committee will review the Price Proposals for:
 - Completeness of the Price Proposal packages,
 - Overall Proposal prices.
- The Evaluation Committee will then apply the formula provided below in Section 3.4 and Table 1-3 to the total price provided in each Proposal to calculate the price score.

3.4. CONSOLIDATED SCOPE OF SERVICES AND PRICE EVALUATION

- The Scope of Services Proposals will be weighted at 75 percent of the total score on a 100-point scale. Price Proposals will be weighted at 25 percent of the total score.
- Price scores are calculated using the following formula: (lowest price / proposed price) x maximum possible Price Proposal points (25) = Proposer’s awarded points.
- The overall Proposals are scored as shown in Table 1-3 below:

Table 1-3 Proposal Elements and Maximum Possible Points Breakdown

Proposal Elements	Maximum Possible Points
Proposal Section 1: Account Specifications, Reporting Requirements, and Electronic Banking Services	30
Proposal Section 2: Firm Qualifications and Assigned Personnel to the Account	20
Proposal Section 3: Presentation of the Proposal in Compliance with Instructions	10
Proposal Section 4: Response to Banking Services Questionnaire (Exhibit A)	15
Maximum Possible Services Proposal	75
Maximum Possible Price Proposal Points (Exhibit B)	25
Maximum Possible Total Consolidated Score	100

- After the initial Consolidated Scope of Services and Price evaluation has been completed and initial scores ranked, the Evaluation Committee will make a determination regarding Best Value for KTA. Once the numerical scoring as well as other factors are considered, the Finalist Proposer(s) will be selected.

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3.5. NEGOTIATIONS

KTA may elect to negotiate with one or more Finalist Proposers. Should negotiations with one Proposer not be successful, KTA reserves the right to negotiate with the next ranked Proposer or Proposers at KTA's sole discretion.

SECTION 4 – AWARD AND EXECUTION OF CONTRACT**4.1. NOTIFICATION OF AWARD**

Following evaluation and negotiations, KTA may execute a Contract with the successful Proposer. KTA will deliver a notification of award letter via e-mail. KTA reserves the right to award parts of the RFP to different vendors in order to best suit the business needs of the authority. KTA shall notify all Proposers of the final results. Anyone requesting a final bid tabulation may request an emailed copy once an award has been communicated.

KTA will issue an original contract for execution by the successful Proposer(s). After the contract is executed by KTA, a duplicate copy will be mailed back to the Contractor.

Originals. The original copy will be retained in the KTA Office.

4.2. INSURANCE REQUIREMENTS

Before commencing work for KTA and as a condition of payment, the contractor shall purchase and maintain insurance, including workers compensation insurance, that will protect it from claims arising out of its operations under this agreement, whether the operations are performed by the contractor, or any of its consultants or subcontractors or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and, at a minimum, coverage and limits must meet the requirements as outline below. Liability insurance coverage indicated below must be considered as primary and not as excess insurance to any coverage carried by KTA and shall be non-contributory. Contractor shall furnish a certificate evidencing such coverage, with KTA named as an additional insured on a primary and non-contributory basis, except for professional liability, workers' compensation and employer's liability. Certificate shall be provided prior to award of contract. Certificate shall remain in force during the duration of the project/services and will not be canceled, non-renewed or restricted until thirty (30) days after KTA receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas (must be acknowledged on the bid/proposal response form).

NOTE: If any insurance is subject to a deductible or self-insured retention, written disclosure must be included in your proposal response and also be noted on the certificate of insurance.

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It is the responsibility of the Contractor to require that any and all approved subcontractors meet the minimum insurance requirements specified herein. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to KTA.

- **Workers' Compensation and Employers Liability Insurance.** Workers' compensation insurance with statutory coverage and in accordance with applicable State law, and Employers Liability Insurance with minimum limits of One Million Dollars (\$500,000.00) each accident, One Million Dollars (\$500,000.00) Disease-Policy Limit, and One Million Dollars (\$500,000.00) Disease each employee.
- **Commercial General Liability Insurance.** Commercial general liability insurance with coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence; Two Million Dollars (\$2,000,000.00) annual aggregate for ongoing operations, products and completed operations and personal and advertising injury.
- **Commercial Automobile Liability Insurance.** Commercial automobile liability insurance with coverage in the amount of One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage, each accident covering owned, leased, hired, and non-owned vehicles, including employee vehicles.
- **Professional Liability.** Professional liability insurance with coverage in the amount of One Million Dollars (\$1,000,000.00) each claim and in the aggregate covering the negligent acts, errors, or omissions of the Consultant in the performance of the Work.
- **Network Security (Cyber) Liability Insurance.** Network security (cyber liability) liability with coverage in an amount not less than Five Million Dollars (\$5,000,000.00) each claim, Five Million Dollars (\$5,000,000.00) in the aggregate for claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, and network security.

4.3. PROTEST PROCEDURE

Each Proposer, by submitting its Proposal, expressly recognizes the limitation on its rights to protest contained herein, expressly waives all other rights and remedies, and agrees that the decision on any protest, as provided herein, shall be final and conclusive. These provisions are included in these RFP documents expressly in consideration for such waiver and agreement by the Proposers. If a Proposer disregards, disputes, or does not follow the exclusive protest remedies set forth in these RFP documents, it shall indemnify, defend, and hold KTA, and their respective Board members, directors, officials, employees, Agents, representative, and consultants, harmless from and against all liabilities, expenses, costs, fees, and damages incurred or suffered as a result of such Proposer actions. The submission of a

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Proposal shall be deemed the Proposer's irrevocable and unconditional agreement with such indemnification obligation.

- Any request for a protest meeting shall be in writing and filed with the KTA Chief Executive Officer at the address specified below and shall be received within thirty (30) consecutive Calendar Days from the date of the Contract award. Any protest not set forth in writing, including oral objections, is not a protest and shall be null and void.

KTA Chief Executive Officer
9401 E Kellogg
Wichita, KS 67207

- All protests shall include the following: 1) Name and Address of Protestor; 2) RFP Name and date of issuance; 3) Reasons for protest; and 4) Supporting exhibits, evidence or documents to support the protest.
- If the protest does not contain this information or if the Chief Executive Officer determines that a meeting would serve no purpose, the Chief Executive Officer may, within ten (10) consecutive Calendar Days from the date of receipt of the letter, respond in writing to the Proposer and refuse the protest meeting request.
- If the protest meeting is granted, the Chief Executive Officer shall attempt to schedule the meeting within thirty (30) consecutive Calendar Days after receipt of the letter, or as soon as possible thereafter. Within ten (10) consecutive Calendar Days from the date of the protest meeting, the Executive Director shall respond to the Proposer in writing with the Chief Executive Officer's decision.
- All Proposals shall be irrevocable until final administrative and judicial disposition of a protest.

SECTION 5 – SCOPE OF WORK & REQUIREMENTS

The Scope of Work & Requirements have been divided into three subsections: **5.1. GENERAL BANKING SERVICES; 5.2. MERCHANT SERVICES; 5.3. LOCKBOX SERVICES**. Respond fully to all questions in Exhibits A and B. Use Exhibit A, the Banking Services Questionnaire to guide your responses to the following Subsections. Each subsection should be separate and inserted into your proposal in the order identified in **SECTION 2.12 PROPOSAL CONTENT CHECKLIST**. As necessary, complete and attach any additional, supplemental materials to the end of your responses, when illustrating services, charges, rates, etc.

5.1. GENERAL BANKING SERVICES**5.1.1 CURRENT ACCOUNT STRUCTURE**

KTA requires up to 10 accounts for its operations. A description for each of these accounts and typical transactions are as follows:

- **KTA Operations Fund:** This account is utilized to reserve a portion of KTA operating expenses. KTA is required to keep the balance at 30% of the annual operating expenses for the annual budget.

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- **KTA Operations Checking:** This account is utilized as KTA's general disbursement account for the majority of KTA expenditures.
- **KTA Revenue Fund:** This account is utilized to collect all revenues of the authority. Receipts of the KTA can be in the form of deposits (currency, coin, or check), wire transfer credits, ACH credits, or credits from electronic draft capture.
- **KTA Health Savings:** This account is utilized to fund the KTA employee Health Savings Account for the employer and the employer and the employee portion.
- **KTA Spending Account:** This is account is utilized by KTA to provide for employee contributions and expenses to flexible spending accounts.
- **KTA Employee Benefit:** This account is utilized to collect employee and employer match for health insurance purposes and to pay all related health insurance and dental expenditures.
- **KTA Interoperability:** This account is utilized to pay or receive funds related to interoperability with other turnpike agencies.
- **KTA ACH:** This account is utilized to collect the majority of the ACH payments for the KTA.
- **KTA General Fund:** This account is utilized as the reserve account for KTA and is primarily utilized for management of investments and receives and makes transfers according to the bond indentures.
- **KTA Replacement Reserve Checking:** Primary account utilized to receive incoming transfers from the KTA trustee and disbursement account for capital expenditures.

Figure 1-4 – KTA Current Account Structure

KTA Current Account Structure																																
<table border="1"> <tr><th style="background-color: #4F81BD; color: white;">Employee Benefits Account</th></tr> <tr><td>ACH Debits</td></tr> </table>	Employee Benefits Account	ACH Debits	<table border="1"> <tr><th style="background-color: #4F81BD; color: white;">KTA Revenue Account</th></tr> <tr><td>Deposits</td></tr> <tr><td>Deposit Items On-U</td></tr> <tr><td>Deposit Items Electronic</td></tr> <tr><td>Deposit Items Foreign</td></tr> <tr><td>Reclear Credits</td></tr> <tr><td>Returned Deposited Items</td></tr> <tr><td>Vault Services</td></tr> <tr><td>Envelope Deposits</td></tr> <tr><td>Currency Deposits</td></tr> <tr><td>Deposit</td></tr> <tr><td>Bag Loose Coin</td></tr> <tr><td>Deposit Discrepancy</td></tr> <tr><td>Change Order</td></tr> <tr><td>Straps of Currency</td></tr> <tr><td>Loose Currency Notes</td></tr> <tr><td>Box of Rolled Coins</td></tr> <tr><td>Rolls of Coins</td></tr> <tr><td>Checks Paid</td></tr> <tr><td>ACH Credit Received</td></tr> <tr><td>ACH Debits Received</td></tr> <tr><td>Outgoing Wire</td></tr> <tr><td>Incoming Wire</td></tr> <tr><td>Lockbox Retail Per Item</td></tr> <tr><td>Lockbox Postage</td></tr> </table>	KTA Revenue Account	Deposits	Deposit Items On-U	Deposit Items Electronic	Deposit Items Foreign	Reclear Credits	Returned Deposited Items	Vault Services	Envelope Deposits	Currency Deposits	Deposit	Bag Loose Coin	Deposit Discrepancy	Change Order	Straps of Currency	Loose Currency Notes	Box of Rolled Coins	Rolls of Coins	Checks Paid	ACH Credit Received	ACH Debits Received	Outgoing Wire	Incoming Wire	Lockbox Retail Per Item	Lockbox Postage	<table border="1"> <tr><th style="background-color: #4F81BD; color: white;">Operations Fund</th></tr> <tr><td>Other Credits</td></tr> <tr><td>Other Debits</td></tr> </table>	Operations Fund	Other Credits	Other Debits
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5.1.2. NEXT DAY AVAILABILITY

KTA expects the bank to provide at least next day availability for checks being deposited to the KTA accounts. Those checks drawn against the same bank which provide services to the KTA should receive same day collected availability credit. Availability of funds other than that mentioned above should be in accordance with the bank's availability schedule. Banks are required to attach a copy of their availability schedule to the bid. The proposer should address any method(s) available to accelerate the process in obtaining collected funds.

5.1.3. DEPOSIT CUTOFF TIMES

The proposer must denote transaction cut off time for deposits to be considered received that day and not carried forward to the next day. Indicate cut off time at branches, drive-ins, etc. The

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proposer shall be required to notify the Financial Services of any deviations from the above hours at least twenty-four (24) hours in advance.

5.1.4. COMMERCIAL VAULT SERVICES

- On average, KTA makes daily deposits at the branch and desires the option to utilize remote deposit capture in combination with remote cash safes. KTA requires deposit reconciliation services to identify and track deposits. In addition, KTA requires scheduled coin and currency orders. If cash vault services are not available at a location, KTA reserves the right to separate this service from general banking services if it serves the best interest of the KTA.
- KTA on average collects \$487,000 a month in coin, currency and check that is deposited at a branch. In addition, KTA on average orders 98 straps of currency a month, 908 loose currency notes, 87 boxes of rolled coins, and 251 rolls of coin ordered.
- KTA is currently in the process of moving to a cashless tolling environment and vault services will be minimized in the future. The plan is to launch cashless tolling in January of 2024, after this date commercial vault services will be minimal, if any.

5.1.5. DEPOSIT SERVICES

On average, KTA collects on average \$15,197,678 a month in coin, currency, and ACH transactions that are deposited to the main revenue account. The months of June through August will be higher compared to the average due to more passenger traffic in the summer. In addition, KTA receives on average 247 ACH credits to the account on a monthly basis and 3,715 lockbox items.

- Credit card receipts.
- Electronic check software that deposits funds daily.
- Receipts from the KTA's merchant services provider.

5.1.6. DISBURSEMENT

Disbursement of funds from the account shall be made primarily by:

- Internal bank transfers
- Wire transfers per KTA instructions (incoming/outgoing). The successful banking institution shall enter a wire transfer agreement with KTA. The bank will notify the KTA of all wire transfers received by the next business day in writing via the bank courier, secure mail, daily report or any other method available or agreeable to both parties. The successful banking institution agrees to execute any orders for outgoing wire transfers on a timely basis. KTA monthly averages 2 outgoing wires and receives 5 incoming wires. This could increase based on the needs of the KTA and results of the banking services.
- The issuance of checks drawn on the account for payment of approved billings. Check cashing: The successful banking institution shall honor all payroll, accounts payable and petty cash checks that are on the positive pay listing provided by KTA and presented by payees at any of its office when accompanied by appropriate identification.
- KTA on average has 495 checks per month for accounts payable. Positive Pay is used on the accounts payable checks. A disbursement file is generated on a weekly basis and uploaded for pay.

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- Automated Clearing House (“ACH”) transactions include payments to vendors, payroll-related items including federal and state withholding taxes, auto debit of monthly credit card fees, and non-sufficient funds transactions (as it relates to the lockbox). KTA averages 18,187 items originated per month.
- Charges against the account for investment purchases.

5.1.7. POSITIVE PAY

KTA utilizes a positive pay system for disbursements and needs continued access to this security system. Online banking must allow for the import of a positive pay file.

- The bank will automatically debit KTA's account for all returned checks. Each check shall have a debit advice attached and shall be returned immediately to the Financial Services. Checks shall be deposited twice before becoming a returned check.
- The bank shall provide an electronic transmission file showing all checks (operating and payroll account) cleared against the account as a part of the month-end statement. This shall include the check number, amount, date of the check and the date cleared by the bank. The file shall be in fixed-width ASCII format.

5.1.8. DIRECT DEPOSIT AND PAYROLL SYSTEM

KTA currently processes payroll for up to 400 full and part time staff on a bi-weekly basis. KTA employees are paid on Fridays, if the scheduled payday is a holiday, the employees are paid on the workday immediately preceding the holidays. Employees must be allowed to split their paychecks in up to four different accounts bi-weekly. All employees must be able to access their funds by 12:01 a.m. local time on payday. Currently, KTA delivers direct deposit files by Tuesday for the Friday payday. KTA desires to maintain these scheduled timeframes, with delivery of the direct deposit data to the banking institution via electronic means.

- The proposal shall describe in detail the cut off times for data transfer and (1) normal and (2) emergency conditions, capabilities or requirements as to data format, and a proposed system for handling errors regarding non-deposit to an employee account.
- KTA requires in addition to direct deposit the ability to pay employees through a bank payroll card. Kansas law requires two forms of payment types for payroll and this is the second option for KTA. KTA currently averages one employee deposits on pay card biweekly.

5.1.9. TAX PAYMENTS

KTA utilizes the Electronic Federal Tax Payment System (EFTPS) for Federal/FICA/Medicare withholding payments and the State of Kansas Electronic Tax Payment System for state withholding payments. The successful banking institution shall support these methods of payment.

5.1.10. COLLATERALIZATION

KTA requires that securities be limited to those identified by Kansas State Statutes. The securities pledged will be priced on a market-to-market basis daily and will provide a minimum of 105%

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coverage of the amount invested. All securities pledged to KTA shall be perfected through the KTA account with the Federal Reserve Bank of Kansas City or through a third part agent. A report of the current market value of pledged securities shall be provided in electronic format. KTA balances in the accounts will be managed based on a combination of potential investment earnings and offered earnings credit.

5.1.11. REPORTING SERVICES AND STATEMENTS OF ADVICE

KTA requires access to daily reports of balances and transaction information, including current and prior day reporting of ledger balance, available balance, and summary and details of credits/debits posted on all accounts.

Required services include:

- Provide online balance reporting services,
- Allow approximately 16 employees with different levels of authorization to access the bank's online reporting system,
- Provide monthly download of activity and balances in to CSV format,
- Provide current day and prior day reporting,
- Provide account reconciliation services for disbursements and deposits (full, partial or positive pay, depending on account),
- Provide online monthly activity statements and reports for all accounts by the third business day of the following month, and
- Provide a detailed monthly account analysis statement for each individual account and a consolidated statement showing charges for all account services.

5.2. MERCHANT SERVICES

KTA currently averages approximately 350,000 transactions on a monthly basis and averages deposited revenue of \$5,030,000 on a monthly basis. These transactions come through multiple sources including from payments in the lanes, video enforcement, online payment, and KTAG customer service support. KTA reserves the right to enter into a contract with a separate entity for merchant services, and lockbox services and to separate those services from general banking.

The successful merchant services institution will assist the KTA with implementing the following services:

- Coordinate with KTA contracted secure payment processing provider.
- Process credit and debit cards from an online portal;
- Transmit a payment transaction flat file on a daily basis securely;
- Remit funds daily to the KTA via wire or ACH; and
- Provide an online merchant portal to provide KTA administration with real time, customizable transaction information.

5.3. LOCKBOX SERVICES


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KTA is currently undergoing a conversion to cashless tolling which will cause a substantial increase in the amount of items processed through the lockbox in the future. The current plan is to go live with the system on January 1, 2024 and we are currently estimating that the volume for the lockbox will be around 700,000 annually. At this point we will then likely convert to one lockbox in the future. A summary of the current payments are below:

Lockbox #1: KTAG Customers
Purpose: Collection of billed KTAG payments
Lockbox Type: Wholesale
Annual Collections: \$1,171,095
Annual Volume Received: 10,907
Standard Remittance Documents: Check, Remittance Document, Correspondence
Items Scanned: 20,233
Information Sent Electronically: Yes
Physical copies are not required but may be requested.

Lockbox #2: Violations
Purpose: Collection of billed violation payments
Lockbox Type: Wholesale
Annual Collections: \$1,847,600
Annual Volume Received: 46,547
Standard Remittance Documents: Check, Remittance Document, Correspondence
Items Scanned: 94,954
Information Sent Electronically: Yes
Physical copies are not required but may be requested.

5.4. OTHER BANKING SERVICES

The KTA may consider other banking services that are not listed but the Proposer may provide. The Evaluation Committee shall evaluate any submitted options that may be beneficial to the KTA. Any banking services that are not covered within this RFP must be separate and included at the end of the proposal as listed in **Table 1-2 Proposal Content Checklist**.

5.5. TRAINING SERVICES

The KTA will require training for all involved employees, for any banking software and solutions that will be available for online administration and reporting of General Banking, Merchant, and Lockbox Services.

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CONTRACTUAL PROVISIONS ATTACHMENT**(KTA form no. 236)**

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 Kansas Turnpike Authority Contractual Provisions Attachment (form no. 236), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

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. **Disclaimer of Liability:** No provision of this contract will be given effect that attempts to require the Kansas Turnpike Authority to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the Kansas Turnpike Authority is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
4. **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 to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (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 Kansas Turnpike Authority; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the Kansas Turnpike Authority.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 4 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the Kansas Turnpike Authority cumulatively total \$5,000 or less during the fiscal year of such agency.

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5. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until fully executed by authorized representatives of each party.
6. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the Kansas Turnpike Authority has agreed to binding arbitration, or the payment of damages or penalties. Further, the Kansas Turnpike Authority does not agree to pay attorney fees, costs, or late payment charges and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the Kansas Turnpike Authority at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
7. **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.
8. **Responsibility for Taxes:** The Kansas Turnpike Authority 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.
9. **Insurance:** The Kansas Turnpike Authority 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.
10. **Conflict of interest/Undue influence:** The contractor represents and agrees that it has not attempted, and will not attempt to, improperly influence an officer or employee of the Kansas Turnpike Authority regarding any award, extension, continuation, renewal, amendment or modification of any contract with the Kansas Turnpike Authority.
11. **Relationship of Parties:** The contractor is an independent contractor of the Kansas Turnpike Authority and will not have any power or authority to act for or on behalf of or to otherwise bind the Kansas Turnpike Authority, except as expressly agreed in the contract. No other or greater power or authority is implied by the grant or denial of any power or authority to the contractor.
12. **Open Records:** Nothing in the contract will be interpreted as prohibited or preventing the Kansas Turnpike Authority from complying with the Kansas Open Records Act, K.S.A. 45-215 et seq.
13. **Compliance with Law:** The contractor is in compliance with, and will comply with, all applicable laws related to its performance under the contract, including contractor having obtained all necessary permits, certifications, and licenses.

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SIGNATURE SHEET

By submission of a Proposal and the signatures affixed thereto, the Proposer certifies all products and services proposed in the Proposal meet or exceed all requirements as set forth in the Request For Proposal and that all exceptions are clearly identified.

Legal Name of Person, Firm or Corporation: Insert Legal Name of Person, Firm or CorporationMailing Address: Insert Mailing Address City & State: Insert City & State Zip: Insert Zip CodePrimary Contact Number: Insert Toll Free TelephoneE-Mail: Insert E-MailSignature: _____ Date: Insert DateTyped Name: Insert Typed Name Title: Insert Title

In the event the contact for the Proposal process is different from above, indicate contact information below.

Proposal Process Contact Name: Insert Bidding Process Contact NameMailing Address: Insert Mailing Address City & State: Insert City & State Zip: Insert Zip CodePrimary Contact Number: Insert Toll Free TelephoneE-Mail: Insert E-Mail