



Kansas Turnpike Authority

Request for Qualifications For Traffic and Revenue Consulting and Traffic Engineering Services

Responses to Requests for Clarification and/or Modifications

Question 1

In the RFQ, it mentions "...or other items requested to be included in an appendix." It appears that the RFQ does not require any other items besides resumes. Are there any other forms / items needed for the RFQ submittal?

Response: No additional information is being requested. The letter of transmittal, organizational chart and resumes should not be considered when calculating the proposal limit of six pages.

Question 2

For the scoring section E, it is noted that "Past Performance" is worth 15 points. How is Past Performance defined? Is it our T&R forecasts versus the actuals, OR previous/past work with KTA, OR work with other tolling agencies as a function of our references, OR some form of all of the aforementioned?

Response: All relevant performance results will be considered and may correlate to qualification, experience and project information provided in rating criteria A, B and C. Feedback provided by your references may also be considered when scoring on past performance.

Question 3

May we please have a copy of the Authority's contract that will be associated with this RFQ?

Response: A contract will be developed after requests have been reviewed and after a consultant has been selected.

Question 4

Should the six-page limit assume one-sided or two-sided per page i.e. maximum of six printed pages or 12 printed pages?).

Response: The submission should be limited to 6 one-sided pages, plus the additional information referenced in the response to Question 1.

Question 5

Can you share the standard contract terms and conditions under which this work will be contracted?

Response: Following is KTA's Contractual Provisions (KTA Form 236).

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.

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.