

KTA Request for Proposal**RFP#: 130-210215**

**Kansas Turnpike Authority
WEBSITE USABILITY AND DESIGN**

March 30, 2021

The Kansas Turnpike Authority (hereinafter referred to as “KTA”) is seeking proposals from qualified vendors to provide strategic and creative support for a new front-facing website, as described herein. If your firm is interested in submitting a response, please do so in accordance with the instructions contained within the Request for Proposal. Proposals are due no later than Friday, April 16, 2021.

Contact Concerning Solicitation for Proposals:

Bidders shall not contact any KTA employees, department directors, using agencies, or evaluation committee members with questions or any other concerns about the solicitation. Questions, clarifications and concerns shall be submitted by email, to the Procurement Coordinator listed in this Request for Proposal.

Failure to comply with these guidelines may disqualify a vendor’s response.

Sincerely,

Dustin Busick
Procurement Coordinator

KTA Request for Proposal**RFP#: 130-210215****1. INTRODUCTION****1.1. Background**

The Kansas Turnpike Authority (KTA) provides 236 miles of high quality Kansas transportation from the Kansas-Oklahoma border to Kansas City, Kansas. It is critical that travelers have access to information about their route, tolls, weather conditions, and more. The organization's website serves as a primary communication tool and is essential to operating efficiently and transparently.

For more information on the Kansas Turnpike Authority, please visit www.ksturnpike.com.

1.2. Purpose

KTA's website serves as a hub of information about the organization and roadway. It connects customers and partners with related brands such as K-TAG or other compatible toll collection programs and provides updates on projects. The trend of people choosing to use mobile devices to visit web sites is only increasing so having a mobile-first designed website is essential to KTA's customer-focused business and values.

Additionally, the design of the current site reflects a different approach and visitor-mindset than we hold today. KTA wants to ensure that the updated site serves current strategies and objectives.

Finally, the existing site is built using a content management system – Expression Engine – that KTA no longer wishes to use. KTA's in-house development team will handle the building and implementation of a new Content Management System (CMS).

KTA also seeks to learn about existing customer behavior as it relates to KTA's web site and understand key insights that will help guide the new web site design.

1.3. Definitions

"Provider", "Bidder", "Vendor" and "Proposer" means the prime Contractor acting for itself and those individuals, partnerships, firms or corporations comprising of the Proposer's team by subcontract or other agreement.

2. PROPOSAL TERMS AND CONDITIONS**2.1. Contract Documents**

This RFP, any amendments, the response and any response amendments of the Contractor, and the KTA form no. 236 (Contractual Provision page 7) 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 amendments;
- Contractor's written proposal submitted in response to the RFP as finalized.

2.2. Questions and Contact Information

Any questions regarding this document must be submitted by email to Dustin Busick at dbusick@ksturnpike.com by Friday, April 9, 2021. Any questions of a substantive nature will be answered in written form as an addendum. Vendors are responsible for acknowledging any addenda on their bid response form.

2.3. Minimum Vendor Experience

This section lists the criteria to be considered in evaluating the ability of vendors interested in providing the service(s) and/or product(s) specified in this Request for Proposal. Companies must meet or exceed these qualifications to be considered for award. Any exceptions to the requirements listed should be clearly detailed in the proposal.

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Experience:

- At least five (5) years of demonstrated experience in complex web design and/or usability research.
- If bidding on the usability research component, tools, processes or software to meaningfully and practically collect and report findings

References:

Please provide a minimum of 3 references of companies under similar contracts within the past year. Consideration may be given to information received from these references, as well as prior experience with the KTA.

2.4. Evaluation Criteria

A Procurement Negotiations Committee (PNC) will be determined and formed by the KTA to facilitate, evaluate and award the winning Proposal.

KTA has established the following core objectives within this RFP. KTA will consider these objectives when evaluating your firm’s proposal. The PNC will determine the weight of each objective during the bid selection process:

- **Overall proposal suitability:** proposed solution(s) must meet the scope and needs included herein and be presented in a clear and organized manner.
- **Organizational experience:** Bidders will be evaluated on their experience as it pertains to the scope of this RFP.
- **Previous work:** Bidders will be evaluated on examples of their work as well as client testimonials from references.
- **Value and cost:** Bidders will be evaluated on the cost of their solution(s) based on the work to be performed in accordance with the scope of this RFP.
- **Technical expertise and experience:** Bidders must provide descriptions and documentation of staff technical expertise and experience.
- **Team/Role Structure:** Bidder must provide how their teams are structured to give KTA an idea of how it would feel to work on a project with the bidder.

2.5. Request for Bid Timeline

The following dates are provided for information purposes and are subject to change without notice. Contact the Purchasing Department at (316) 682-4537 x2306 to confirm any and all dates.

ANTICIPATED TIMELINE	
Issue RFP	Tuesday, March 30, 2021
Questions Due	Friday, April 9, 2021
Proposals Due	Friday, April 16, 2021
Anticipated Short List Communicated	Friday, April 23, 2021
Anticipated Short List Interviews	April 26 – April 30, 2021
Anticipated RFP Award	Friday, May 7, 2021
Implementation and Testing Period	TBD, after a successful bid award

2.6. Prices and Payment Terms

The bidder shall include in the proposal any preceding deposit requirements, a detailed price breakdown of all components or phases, along with a subsequent payment schedule. Additionally, a Price Summary Sheet shall be completed as a general overview of costs and is not intended as a substitute for the detailed prices within the proposal.

Payment terms shall be net 30 days.

2.7. Term and Termination

Term. The term of this Agreement will begin on the Effective Date and, unless earlier terminated as provided in the Agreement, will continue until the creation, implementation and completion of either or both sub-sections described in

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the Scope of Work Section 4. The KTA and the Contractor shall agree upon an estimated completion schedule (prior to a signed agreement). (would we want to consider an “award” for early completions?).

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 the contract;
- The Contractor provides substandard quality and/or workmanship;
- The Contractor fails to perform any of the provisions of the contract, or so fails to make progress as to endanger performance of the 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 ten (10) days from the receipt of the notice (or such longer period as KTA may authorize in writing), the KTA shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

2.8. Proprietary Rights.

Works Made for Hire. Excluding any third party commercial software used to develop the Website, the Contractor acknowledges and agrees that the product is work made for hire and the property of the KTA. The KTA shall own all right, title and interest (including copyright and other proprietary or Intellectual Property rights) in the Work Product. To the extent that ownership of any Work Product does not automatically vest in the KTA by virtue of an awarded contract or otherwise, the Contractor irrevocably transfers and assigns to the KTA all right, title and interest in the Work Product. The Contractor shall understand that, with the exception as provided in an awarded contract, no patent, copyright, trademark or other proprietary right is granted by a Signed contract.

2.9. Proof of Insurance:

Upon request, the Contractor shall present an affidavit of any or all of the following: Worker’s Compensation, Personal Injury, Commercial General Liability, Commercial Automobile, Professional Liability, Network Security (Cyber) Liability, Public Liability, and Property Damage Insurance to the PNC. All insurance must be with an insurance company holding a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas.

2.10. Indemnification

To the fullest extent of the law, the provider, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless KTA, including, but not limited to, its elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the provider’s performance of the agreement or any other agreements of the provider entered into by reason thereof. The provider shall indemnify and defend KTA, including, but not limited to, its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the provider, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney’s fees. This indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The provider agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

2.11. Confidential Matters and Data Ownership

The successful bidder agrees all data, records and information, which the bidder, its agents and employees, which is the subject of this bid, obtain access, remains at all times exclusively the property of the KTA. The successful proposer agrees all such data, records, plans and information constitutes at all times proprietary information of the KTA. The successful bidder agrees that it will not disclose, provide, or make available any of such proprietary information in any form to any person or entity. In addition, the successful proposer agrees it will not use any names or addresses contained in such data, records, plans and information for the purpose of selling or offering for sale any property or service to any person or entity who resides at any address in such data. In addition, the successful proposer agrees it will not sell, give or otherwise make available to any person or entity any names or addresses contained in or derived from such data, records and information for the purpose of allowing such person to sell or offer for sale any property or service to any person or entity named in

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such data. Successful bidder agrees it will take all reasonable steps and the same protective precautions to protect KTA's proprietary information from disclosure to third parties as with successful proposer's own proprietary and confidential information. Proposer agrees that all data, regardless of form that is generated as a result of this Request for Bid is the property of the KTA.

3. INSTRUCTIONS FOR PROPOSAL SUBMITALS**3.1. Overview**

Carefully review this Request for Proposal. It provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, submit four (4) original **AND** one (1) electronic copy (PDF/Word supplied on a flash drive) of the entire document with any supplementary materials to:

Dustin Busick
Procurement Coordinator
Kansas Turnpike Authority
9401 E. Kellogg Avenue
Wichita, KS 67207
313-682-4537 x 2306

A vendor may submit a proposal as a joint venture or independently. All joint ventures submitted must be indicated on the proposal and any subcontractors should be clearly listed.

Submittals are due **NO LATER THAN Friday, April 16, 2021, by end of business day**. Responses must be sealed and marked with the firm name, address, RFP number, and proposal due date. Late or incomplete responses will not be accepted and will not receive consideration for final award.

Bid disclosure shall only include the name of companies submitting proposals and will not include any price proposals until after the bid award has been made.

3.2. Proposal Content

Bid response should include the following:

- Any exclusions clearly delineated.
- A self-provided reference sheet as described in Section 2.3.
- Name and address of any joint ventures or subcontractor, if applicable.
- Company Background
 - Time in business
 - Number of employees
 - Resumes/technical expertise of key team members
 - Primary point(s) of contact
 - References from three projects completed within the last 12 months
- Previous Project Experience – At least 3 projects of similar size and scope
- Scope of Work: Project Methodology
 - If bidding on both scopes of work, please use one outline for both to indicate how the two will coordinate
 - How the project will be managed
 - How you will communicate with KTA throughout the project
- Scope of Work: Pricing
 - A completed Price Summary Sheet found on page 9. This includes a required initial deposit prior to work completed, a maximum not-to-exceed total price, and an estimated date of completion.
 - Indicate how the project will be billed (i.e. project, hourly, retainer, etc.)
- Signature Sheet – page 10.

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Responses that do not include all required forms/items may be deemed non-responsive.

4. SCOPE OF WORK

The successful bidder must be capable of providing one or both of the following services. Vendors are eligible to bid on one or both of the subsections. Please indicate in your response which subsections are included in the proposal. If the work load is shared with another vendor, either by joint venture or subcontract, all company names and addresses must be clearly stated within the proposal.

4.1. Website Design

KTA is looking for a partner to help design a new front-facing website for KSTurnpike.com. This RFP is looking specifically for design support – not development – for a brand new website. Our in-house development team will use the designs provided to build the website.

As has been seen across most sectors, our website traffic is increasingly mobile, so we'd like our partner to approach this project with a mobile-first mentality when designing and laying out the page content, including phones and tablets. This includes clearly articulating and/or demonstrating component behaviors (pop-ups, navigation, rotating elements and user scrolling/swiping, etc.) on the smaller devices.

The final deliverables for the web design portion of the project include:

- Adobe Creative Suite files (PSD, Illustrator, XD) with all assets included for all necessary break points based upon the recommendations from the user experience recommendations (see below)
- Updated designs based upon the revised recommendations from the user study before implementation (see below)
- All vector assets provided in .SVG or .AI formats
- All raster assets provided in .JPG or .PNG formats

4.2. User Experience Research and Recommendations

To help ensure that our website accomplishes the goals and objectives we have for our organization, we would like to conduct user experience studies both before the website design project begins, and after it is complete before implementation begins. We don't want to rely on assumptions or guesses when it comes to audience behavior as we develop this new site.

We are looking to our partners to provide guidance on this scope of work – we do not have a preferred method for gathering this input or data, and truly want to rely on our partner's experience and expertise in this arena.

Our desired outcomes for this scope of work includes:

- A clear understanding of the website users' expectations and desires for their visits.
- Actionable recommendations for the new design based upon this understanding, including information architecture/hierarchy, calls-to-action, and navigation
- Once the design is ready to be implemented by the KTA team, test the designs with applicable audiences to ensure the new layouts, navigation and primary/desired actions are achieved with the new design

5. KTA RESPONSIBILITIES

- Provide information, as legally allowed, which relates to the KTA's requirements or which is relevant to this project.
- Designate a Point of Contact to act as the KTA Contract Manager with respect to the work to be performed under this contract.
- The KTA reserves the right to inquire on an update at various points of the project. Contractor agrees to openly participate in said inquiries and provide information to the KTA on the progress, expected completion date and any unforeseen or unexpected complications through the completion of this Agreement.
- The KTA is not liable for any costs, including tolls, incurred by vendors responding to the RFP.
- The prices set forth in this proposal shall not include taxes of any kind.

KTA Request for Proposal**RFP#: 130-210215****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.

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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.

KTA Request for Proposal**RFP#: 130-210215****PRICE SUMMARY SHEET**Date emailed: **03/30/2021**
Closing Date: **04/16/2021**

This space for bidders name and address

INSTRUCTIONS FOR QUALIFYING BIDS:

1. Always reference the RFP number on all documents.
2. All prices and conditions must be shown. Additions or conditions not presented on this price sheet will not be accepted. In case of error in computations or totals, this price summary sheet shall govern.
3. Prices shall be less Federal Excise and State Sales tax.
4. The seller agrees to protect the purchaser from all damages arising out of alleged infringement of patents.
5. KTA operates under the Kansas Open Records Act. Once a bid has been awarded, all information contained in this RFQ becomes public record. All proprietary information must be communicated to KTA and enclosed in a separately marked envelope. Pricing is not considered proprietary.
6. Unless otherwise specified, the right is reserved to accept all or any part of this proposal.
7. If an award is given and an Agreement finalized, bidder agrees to furnish the services enumerated hereon at or under the price and within the terms and conditions provided in this RFP.

MINIMUM DEPOSIT REQUIREMENT:	
MAXIMUM NOT-TO-EXCEED PRICE (INCLUDING DEPOSIT):	
ANTICIPATED COMPLETION DATE:	
<hr/>	
Signature	DATE
PAYMENT SCHEDULE REQUIREMENTS:	

KTA Request for Proposal**RFP#: 130-210215****SIGNATURE SHEET****Proposal Date:** "[insert date here]"

By submission of a bid and the signatures affixed thereto, the bidder certifies all products and services proposed in the bid meet or exceed all requirements of this specification as set forth in the request and that all exceptions are clearly identified. Signature also indicates acknowledgement of adherence to the KTA Contractual Provisions (Form 236).

Legal Name of Contact Person, Firm or Corporation: Insert Legal Name of Person, Firm or CorporationMailing Address: Insert Mailing Address City & State: Insert City & State Zip: Insert Zip CodeToll Free Telephone: Insert Toll Free Telephone Local: Insert Local Number Cell: Insert Cell Number Fax: Insert Fax NumberTax Number: Insert Tax Number E-Mail: Insert E-MailSignature: _____ Date: Insert DateTyped Name: Insert Typed Name Title: Insert Title

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

Bidding Process Contact Name: Insert Bidding Process Contact NameMailing Address: Insert Mailing Address City & State: Insert City & State Zip: Insert Zip CodeToll Free Telephone: Insert Toll Free Telephone Local: Insert Local Number Cell: Insert Cell Number Fax: Insert Fax NumberE-Mail: Insert E-Mail

If awarded a contract and purchase orders are to be directed to an address other than above, indicate mailing address and telephone number below.

Mailing Address: Insert Mailing Address City & State: Insert City & State Zip: Insert Zip CodeToll Free Telephone: Insert Toll Free Telephone Local: Insert Local Number Cell: Insert Cell Number Fax: Insert Fax NumberE-Mail: Insert E-Mail