



1. Introduction and Purpose of RFQ

As a recognized leader in the tolling industry, the Kansas Turnpike Authority (KTA) seeks to enhance its customer experience through the design and development of a new mobile application for customer account management, mobile toll payment, and other traveler information. KTA is seeking responses from interested organizations and individuals to a request for qualifications (RFQ) for the design, development and ongoing operations and maintenance (O&M) for a mobile application. Within the RFQ, KTA is seeking vendors to design and develop a mobile application that will act as an interface to an existing back office system with customer relationship management (CRM), account management, customer experience (CX) and related capabilities. KTA is seeking vendors that will design and develop the mobile application and then transition it to KTA for ownership once the application is operational for ongoing support and maintenance. KTA, however, would also like the vendor to provide details and pricing for offering continued security, support, and maintenance for KTA's consideration.

Responses to the RFQ may come from, but are not limited to, the following:

- Software application design and development companies with innovative products in the CRM, customer account management, and CX spaces for mobile applications that can act as interfaces to an existing KTA back office system.
- System integrators and/or software developers with expertise in CRM, customer account management, CX and transactional/financial processing and billing systems integration for mobile applications.
- Application developers with experience designing and building customer-specific applications.

Respondents are invited to submit a Statement of Qualifications (SOQ) by March 2, 2022. After receiving and reviewing SOQs, KTA may short-list Respondents and request interviews (virtual or in-person) to learn more details about their mobile application proposal, provide the Respondents an opportunity to demonstrate their mobile application capabilities and ask questions. Respondents who participate in an interview are responsible for all costs associated with the preparation and attendance of the interview. KTA reserves the right to interview any, all or no Respondents to this RFQ. Details on the RFQ schedule can be found in **Section 6**.

In April 2021, KTA issued a Request for Information (RFI) seeking organizations and individuals to provide information regarding their mobile application design and development capabilities. Any organization or individual that did not submit a response to the RFI is not precluded from responding to this RFQ. Respondents to the RFI can reference information that they previously provided but are encouraged not to duplicate information provided in the text of the RFQ.

2. KTA Program Background

KTA currently operates a ticket-based toll collection system that accepts payment electronically through K-TAG and compatible transponders, and manually through cash toll collection at toll plazas located at entry and exit points along the 236-mile turnpike system. High-speed, electronic K-TAG/compatible



transponder lanes are located at KTA's three mainline toll plazas at the Eastern Terminal, East Topeka, and Southern Terminal. All other toll plazas offer lower speed electronic transponder only lanes, and dual electronic/manual cash collection lanes today.

Annually, more than 35 million transactions take place on the Kansas Turnpike, with more than 62% of those utilizing a K-TAG or compatible device to pay for their tolls. Currently, KTA has over 385,000 active accounts in the K-TAG program, which continues to grow significantly. On average, approximately 185,000 statements are issued each month via email and over 10,000 via mail. Approximately 15,000 – 20,000 K-TAGs are distributed to new and existing customers each month, with roughly 80% of those tags being requested via the website or current mobile application.

In January 2020, KTA announced its plan to transition to cashless tolling in 2024. As a result of this change, KTA anticipates transactions increasing by five times over what it currently processes. With the transition, KTA will need to provide the infrequent traveler, who usually stops at a tollbooth, an easy option to pay their tolls. KTA will also be transitioning to a barrier-based toll collection system. KTA may also be partnering with the Kansas Department of Transportation, or other entities, on future toll roads or express toll lane facilities in the state of Kansas in the future.

KTA currently has a mobile application called myKTAG. The existing mobile application uses a payment platform that is not designed or customized for tolling, or specifically for KTA. Within this RFQ, KTA is seeking a mobile application that will offer best-in-class services related to electronic customer account management.

Stakeholders or target users for the mobile application are frequent and non-frequent users of the turnpike and other toll roads in Kansas or other states.

3. KTA Requirements for Mobile Application

KTA has the following minimum, specific requirements related to the next-generation mobile application design and development:

- State-of-the-art CX and customer account management functionality and services available in multiple languages.
- Capable of making toll payments through a range of payment options and digital wallet services, including early payments.
- Ability for customers to calculate tolls based on travel, vehicle classification, and type of customer payment method (e.g., transponder, license plate video).
- Must integrate and interface directly with existing KTA back office system through a provided RESTful web API.
- User-friendly functionality for customers with and without a KTA customer account to make toll payments, update personal information, request a K-TAG transponder, create a new account and submit feedback. Respondents can also recommend other features to enhance CX.

- Compliance with evolving security, PCI, fraud prevention/due diligence and privacy laws and regulations.

While the above are primary requirements of the base version of the mobile application, KTA is interested in additional functionality that can serve KTA customers while using the system including, but not limited to:

- Enhanced traveler information (e.g., construction alerts, weather information).
- Incident management and other CX functionality via customer notifications.
- Additional features that have been discussed by KTA but are not required to incorporate as a component of the submittal are provided in **APPENDIX A**. (*Reference “Nice-to-have” features list*) The features are not required for the initial version of the mobile application but may be added if it does not dilute the primary functionality of the mobile application.

4. Project Schedule

The schedule for completion and acceptance of the design and development of the mobile application, and for KTA to have a functional mobile application launched to customers is Nov. 1, 2022. Respondents are to provide a detailed schedule within the SOQ in **Section 5** for meeting this launch date which includes key tasks, milestones, and deadlines to avoid delay of the application launch date.

5. RFQ Response Content

An SOQ should be submitted in response to the RFQ and should be organized as follows:

- **Evaluation Objectives and Submittal Requirements:**
 - **Cover Letter:** One page letter summarizing Respondent’s qualifications, team organization and key staff, and relevant experience, as well as the primary project point of contact.
 - **Signed Copy of the RFQ:** Complete the Signature Sheet (page 11) indicating intent to submit a bid and adherence to KTA’s Contractual Provisions Form No. 236 (page 9-10).
 - **Project Team and Experience:** Organizational chart and brief biographies of key staff (e.g., Project Manager, Designers, Developers) detailing years of experience, overview of other projects applicable to delivering a successful mobile application to KTA and other details necessary for KTA to assess the level of experience the Respondent’s offers.
 - **Similar Project Experience:** Provide applicable project experience examples, such as tolling or other transportation-related projects, to showcase ability to perform necessary work.
 - **Mobile Application Approach:** The Respondent’s approach for how to best achieve the primary requirements described in **Section 3** of this RFQ. In addition to the primary requirements, the SOQ shall also discuss:
 - Ideas for increased functionality to be included in future version updates,



- Details on the security measures to be implemented within the application to ensure personal information and payments are being safely collected,
 - Suggested profile information needed for customer account setup,
 - Proof of secure coding practices,
 - List of platforms the application can access (iOS, Android, etc.),
 - API accessibility,
 - Measures to deter texting and driving or promote hands-free operation,
 - Ability to develop application that meets the applicable Web Content Accessibility Guidelines (WCAG) standards; and
 - Considerations to maximize flexibility and convenience for accepting customer payments for the banked, underbanked, and unbanked populations.
- **Schedule:** The Respondent shall prepare a detailed schedule which includes key tasks, milestones, and deadlines to avoid delay of the application launch date. A detailed implementation schedule should account for the following tasks:
 - Meetings with KTA to discuss project definition and progress
 - Design/development periods
 - Integration testing
 - Proof of concept
 - User acceptance testing
 - Demonstrations
 - Pilot testing, including friends and family testing
 - Quality assurance
 - Application launch
 - Monitoring
 - Ownership transition to KTA
- **Page limits:** KTA appreciates clear, concise summaries of the required information. Please limit the SOQ response to 10 pages, 8.5 x 11-inch paper, with a font size of 11 points or larger, not including the one-page cover letter.
 - **Delivery:** Respondents are requested to submit an electronic version of the written response (in Adobe PDF format) to the Point of Contact identified in **Section 7M** by the date noted in **Section 6**. In the instance that the proposal is too large to be submitted to the address listed, the Respondent should include a link to a secure site where the proposal and supporting documents can be downloaded.



6. RFQ Schedule

The following represents the planned procurement schedule. All deadlines conclude at 4 PM CST on the dates that are listed. The schedule is subject to change at the sole discretion of KTA.

Activity	Date
Release RFQ	Monday, 1/31/2022
Last day for Respondent's request for clarification	Monday, 2/14/2022
KTA posting of responses/addendum due to Respondent clarifications	Wednesday, 2/23/2022
SOQ's Due	Wednesday, 3/2/2022
Notification of Short-List	Friday, 3/18/2022
Respondent Interviews and proof of concept demonstration	4/18/2022 - 4/20/2022
Selection of Respondent	Friday, 4/22/2022
Develop Scope and Negotiate Contract	4/23/2022 - 5/23/2022
Execute Contract	Wednesday, 6/1/2022

7. Selection and Evaluation Process

A. Objectives

The objective of the RFQ is to create a short-list of the most highly qualified Respondents with the general capability, capacity, and experience necessary to successfully undertake and complete the mobile application design and development. The selected Respondent will have primary responsibility to plan, design, manage, and control the project and to complete delivery of the mobile application on schedule with guidance and engagement from KTA.

B. SOQ Review and Evaluation

Responses that do not conform to the instructions or which do not address all components of the RFQ will be eliminated from consideration. While KTA appreciates a brief, straightforward, concise reply, the Respondents must fully understand that the evaluation is based on the information provided. Omissions, ambiguous, and equivocal statements may be construed against the Respondent. Respondents are cautioned not to make claims or statements it is not prepared to commit to contractually.

C. Evaluation Factors

Short-listing and/or selections shall be made to the Respondent(s) whose SOQ is determined to be the best evaluated, taking into consideration the following evaluation factors:

- **Respondent's project team and key staff experience** – Demonstrated qualifications and past performance of the project team and key staff providing quality work on projects relevant to the mobile application design and development requested in this RFQ.

- **Respondent’s project experience designing and developing mobile applications similar to that requested in this RFQ** – Demonstrated experience relevant to the scope, complexity, and composition of the project on projects of similar nature.
- **Respondent’s approach to mobile application design and development** – Clearly demonstrates understanding of KTA’s needs and functionality for the mobile application. Clearly outlines the process and timeline for developing the application while addressing all the elements described in **Sections 3 and 5**.
- **Respondent’s approach to project schedule** – Identifies and outlines how the mobile application will go from concept to reality by KTA-required launch date with appropriate KTA engagement and testing as described in **Section 5**.

D. KTA Requests for Clarification and Questions

It is in the interest of the Respondent to submit a detailed, complete response to the RFQ. However, KTA may, at its sole discretion, request clarifications and/or supplemental information from Respondents during the SOQ evaluation and short-list process.

KTA will also consider requests for clarification submitted via email to the point of contact in **Section 7M**. All requests must reference the specific section(s) of the RFQ applicable to the request. No oral requests will be considered. Only written requests received by 4:00 p.m. Central Time on the date specified in **Section 6** will be addressed. A response to requests for clarification will be issued without attribution and available to all recipients of this RFQ via KTA’s website.

Questions regarding this RFQ shall be submitted electronically from the Point of Contact identified in the Cover Letter. When submitting questions, Respondents are requested to address KTA contact identified in **Section 7M** and use the email title “KTA RFQ for Mobile Application Design and Development”.

- Contact between the Respondents and KTA shall only occur through KTA’s and Respondents’ designated representative(s).
- The Respondents shall not contact KTA officials nor KTA employees, including KTA Department heads, members of the evaluation committee(s), and any official who will evaluate SOQs, except through the procedures established in this RFQ.
- Any contact determined to be improper, at the sole discretion of KTA, may result in disqualification.
- The KTA will not be responsible for any oral communication or any other information or contact that occurs outside the official communication process specified herein.



E. RFQ Addenda

If necessary, KTA will issue, to recipients of this RFQ, Addenda to modify conditions or requirements of this RFQ. The Addenda will be posted on KTA's website by the date indicated within **Section 6**.

F. Determination of the Short-List

SOQs will be evaluated by KTA team members. The Respondents with SOQs that best align with KTA goals and requirements within this RFQ and its evaluation factors in **Section 7C** will be placed on the short-list. Each Respondent will be notified in writing regarding the status of their SOQ advancing to the short-list. Notifications will be sent out by the date specified in **Section 6**.

G. Interview Presentation

Short-listed Respondents will be asked to attend either an in-person or a virtual interview, at the sole discretion of KTA, that will consist of a proof of concept presentation of the Respondent's mobile application and a question/answer session (see Section L for stipend information). KTA reserves the right to short-list any, all or no Respondents or move to immediate selection based on the SOQ submittals. KTA will schedule a time for short-listed Respondents to interview within the date range indicated in **Section 6**.

H. Respondent Selection

After all interviews have taken place, KTA will select a Respondent to enter negotiations and initiate project scope and fee estimate development. If negotiations are unsuccessful with the selected Respondent, the next highest scoring Respondent will be notified and negotiations will be initiated with the second highest scoring Respondent.

The process for selection of the vendor will be in accordance with laws and rules of the State of Kansas, using a qualification-based selection process. The intent of KTA is to award the Contract to the short-listed Respondent that provides the response that aligns best with KTA's requirements and values set forth in the RFQ and its evaluation factors in **Section 7C**, and through the short-listing and interview process, after this RFQ.

I. Challenges/Protests

The decision of KTA on the short-list and winning proposal shall be final and shall not be appealable, reviewable, or reopened in any way. Respondents participating in the RFQ shall be deemed to have accepted this condition and all other requirements of this RFQ.

J. Disclaimers

In issuing this RFQ, KTA specifically disclaims the following:

- Any obligation to award or execute a Contract following short-listing.



- Any obligation to reimburse a Respondent for costs incurred in submitting a SOQ.

In submitting an SOQ in response to this RFQ, the Respondent is specifically acknowledging these disclaimers.

K. Compliance with Applicable Laws

Respondents shall comply with all laws, in all aspects, that are applicable to the procurement process of this Project and the performance of the Contract. It is the Respondent's responsibility to be aware of all applicable laws, rules, and regulations for the state of Kansas and KTA.

L. Costs

Respondents are solely responsible for all costs and expenses of any nature associated with responding to this RFQ and providing supplemental information, if requested by KTA.

Short-listed teams will receive a stipend for presenting a proof of concept at the interview. The stipend is capped at an amount not to surpass 50 hours of development time at a rate of \$50 per hour.

M. KTA Point of Contact

All responses shall be addressed to the following KTA point of contact:

Dustin Busick
Procurement Manager
Kansas Turnpike Authority
9401 E. Kellogg Drive
Wichita, KS 67207
(316) 682-4537 x 2306
dbusick@ksturnpike.com

**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.

SIGNATURE SHEET**SOQ Closing Date: Wednesday, March 2, 2022**

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.

Legal Name of Person, Firm or Corporation: _____

Mailing Address: _____ City & State: Zip: _____

Toll Free Telephone: _____ Local: _____ Cell: _____

Fax: _____ Tax Number: _____ E-Mail: _____

Signature: _____ Date: _____

Typed Name: _____ Title: _____

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

Bidding Process Contact Name: _____

Mailing Address: _____ City & State: Zip: _____

Toll Free Telephone: _____ Local: _____ Cell: _____

Fax: _____ E-Mail: _____