

**Kansas Turnpike Authority (KTA)  
INSURANCE BROKER SERVICES  
REQUEST FOR PROPOSALS  
No.**

**RFP Release Date:**

Tuesday, October 25, 2022, 2:00 p.m. CST

**Written Question Due Date:**

Monday, November 4, 2022, 5:00 p.m. CST

**Proposal Due Date**

Friday, November 18, 2022, 4:00 p.m. CST

**Physical Delivery Address:**

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

**REQUEST FOR PROPOSAL - INSURANCE BROKERAGE SERVICES**

#140-221001

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**SECTION 1 - NOTICE OF REQUEST FOR PROPOSAL**

**TITLE:** Insurance Broker Services Request for Proposals  
**RFP NUMBER:** 140-221001  
**ISSUING DATE:** Tuesday, October 25, 2022.  
**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 FY22, approximately 36.5 million travelers used the Turnpike. Toll collection operations have evolved on the Kansas Turnpike. Today, approximately 65% transactions are made through the K-TAG electronic toll collection program. Another 4-5% 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 insurance brokerage firms to provide KTA with services and duties customarily and usually performed by an insurance brokerage firm including servicing, underwriting, marketing and placement of various insurance lines. KTA requires a well-managed and financially stable firm with demonstrated skills and technical abilities, as well as a high levels of customer service and satisfaction, to fulfill the requirements outlined in this RFP.

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 reserves the right to accept, reject or separate any section as it deems necessary for the best benefit of the KTA. KTA maintains various insured programs which are listed below:

- Property
- Inland Marine
- Crime
- General Liability and Employee Benefits
- Law Enforcement
- Public Entity Management Liability
- Public Entity Employment-Related Practices Liability


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- Business Auto
- Umbrella
- Underground Storage Liability
- Cyber Liability
- Workers Compensation

**1.3. CONTACT PERSON**

Brandon Kauffman is the Project Manager (KTA) for this project and the Procurement Manager 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](mailto: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 interested Proposers and will email this additional information to such contact persons after questions are submitted and answered, 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 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                            | Tuesday, October 25, 2022   |
| Written Questions Due                 | Wednesday, November 4, 2022 |
| Proposals Due                         | Friday, November 18, 2022   |
| Notification of Shortlist             | Friday, December 2, 2022    |
| Oral Presentations                    | Week of December 9 – 13     |
| Ranking of Proposals for Negotiations | December 16 – 20            |
| Award of Contract                     | December 23, 2022           |

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- **Written Questions Due Date:** Proposers are invited to email any follow up questions to the Procurement Manager 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.

**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](http://www.ksturnpike.com/business-opportunities).

**2.4. NON-SOLICIATION PROVISION**

From the date that this RFP is issued until the award of an Insurance Brokerage Service Contract is announced, Proposers shall only contact the KTA Procurement Manager 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.

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**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.

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**

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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.: Qualifications                      | Initials: _____ | Date: _____ |
| Section 5.2.: Approach to Services                | Initials: _____ | Date: _____ |
| Section 5.3.: Fees                                | Initials: _____ | Date: _____ |
| Completed Exhibit C –                             | Initials: _____ | Date: _____ |
| Any Additional Services or Supplemental Materials | Initials: _____ | Date: _____ |

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



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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 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

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(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.

**2.22. CONTRACT TERM AND TERMINATION**

The insurance brokerage 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 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 brokerage 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.

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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: firm qualifications, assigned personnel, approach to services and pricing. 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.

**3.1. PASS / FAIL SCREENING**

- Packages will be opened upon on the proposal due date 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 brokerage 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.

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- **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 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:
  1. Completeness of the Price Proposal packages,
  2. 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:  $(\text{lowest price} / \text{proposed price}) \times \text{maximum possible Price Proposal points (25)} = \text{Proposer's awarded points}$ .
- The overall Proposals are scored as shown in Table 1-3 below:


**Table 1-3 Proposal Elements and Maximum Possible Points Breakdown**

| <b>Proposal Elements</b>   | <b>Maximum Possible Points</b> |
|--|--------------------------------|
| <b>Proposal Section 1: Firm Qualifications and Key Personnel</b>                 | <b>35</b>                      |
| <b>Proposal Section 2: Approach to Providing the Requested Scope of Services</b> | <b>30</b>                      |
| <b>Proposal Section 3: Additional Services Provided</b>                          | <b>5</b>                       |
| <b>Proposal Section 4: Conformance with the RFP</b>                              | <b>5</b>                       |
| <b>Maximum Possible Services Proposal</b>  | <b>75</b>                      |
| <b>Maximum Possible Price Proposal Points (Exhibit B)</b>                        | <b>25</b>                      |
| <b>Maximum Possible Total Consolidated Score</b>                                 | <b>100</b>                     |

- 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.

### **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.

**REQUEST FOR PROPOSAL - INSURANCE BROKERAGE SERVICES****#140-221001****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.

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 (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) Disease-Policy Limit, and One Million Dollars (\$1,000,000.00) 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.

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- **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 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

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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. QUALIFICATIONS; 5.2. APPROACH TO PROVIDING SERVICES; 5.3. FEES.** Respond fully to all questions in 5.1, 5.2 and Exhibit C. 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.

Program administration shall include, but is not limited to, the following:

1. Act as an independent insurance advisor to the KTA and proactively provide ongoing, unbiased, professional advice and recommendation that benefit the KTA.
2. Proactively provide ongoing review and analysis of KTA's insurance programs and identifications of risk transfer and risk financing options.
3. Be familiar with the major exposures of the KTA.
4. Be familiar with the coverage provided by all relevant insurance policies and documents issued by the KTA.
5. Assure that insurance policies are marketed and placed in a timely manner, without lapses in coverage periods, with reputable and financially responsible insurers.
6. Ensure that insurers are licensed to conduct business in the State of Kansas.
7. Provide service for the insurance policies placed for the KTA including processing all changes and endorsements and verifying the accuracy of invoices within a reasonable time.
8. Provide the KTA, as early as possible, information regarding rate and coverage changes, downgrades in the financial status of insurance carriers, market developments, or other significant problems that could affect the KTA's insurance coverage.
9. Be available to answer questions or obtain answers from underwriters for policy coverage questions.
10. Be available by phone, virtually and/or to meet with KTA staff and designated representatives as reasonably requested.
11. Provide consultation service and written reports as normally expected of a professional broker to a large client.
12. Provide assistance with claims and insurance applications as requested by the KTA.
13. Assist in analyzing loss exposures from existing and new operations, and determine the appropriate risk management alternatives, including types, availability, costs and extent of coverage that should be considered.



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14. Provide consultation and advice on insurance requirements for convenience store and restaurant concessionaires that operate the six KTA service areas.

**5.1. Firm Qualifications**

The proposal should establish that the Proposer possesses the competence, experience, expertise, skill, equipment, personnel, financial wherewithal, and other necessary resources to perform the Services in a professional, ethical, dependable, and competent manner.

In addition, the Proposal shall specifically address each of the following items:

1. Provide information on the history and organizational structure of your Firm including the year established, ownership and principal officers.
2. Identify and describe pertinent experience of the Firm, including serving other public sector accounts, if any. Provide the percentage and number of your Firm's current clients that are public sector entities.
3. Provide the name of the brokers and account representatives to perform the work of the KTA and a brief statement as to why each agent/broker is qualified to provide the services requested. Identify areas of expertise for each employee, include resume, citing experience and references, including licenses, designations/affiliations, and any other pertinent qualifications.
4. Provide a list of insurers you would recommend using to meet the KTA's insurance requirements and state the reasons for the recommendation. Include the most recent AM BEST rating for each insurer.
5. Provide three references from other public sector clients (preferably clients in Kansas) for which your Firm has conducted business for the past three consecutive years.
6. Cite major complaints, claims, or lawsuits (if any) pending against the Firm that would be considered material to the firm's financial status.
7. Discuss any additional services the Firm normally offers in conjunction with providing the lines of insurance that are referenced in the RFP.

**5.2. Approach to Providing Services**

Describe how you or your firm propose to provide insurance agent services to KTA and address the scope of services as provided above in section 5. This could also address issues such as office location, accessibility to staff, attendance at occasional meetings, and additional services that you would expect to provide KTA.

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1. Describe how the Firm plans on analyzing the KTA's existing coverages and evaluating whether the coverages adequately protect against losses.
2. Explain the strategy when marketing the KTA's insurance, and how often your firm will bid out the insurance plans. Describe the Firm's methods for development of specifications to obtain competitive insurance policy quotes and the means of communicating with the KTA's administration of the results. Outline the timeline needed to obtain quotes by deadlines provided in Exhibit A of each year.

**5.3. Fees**

Broker must detail the proposed method and amount of compensation costs for the services. List as either a monthly or annual cost. Prices shall remain firm for the initial three (3) year term. Prices for the two optional extensions are negotiable.

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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

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**Exhibit A: KTA's Insurance Policies**

| Line of Coverage                                     | Term                  | Limits   | Carrier   | Deductible/SIR | Existing Premium |
|--|-----------------------|----------|-----------|----------------|------------------|
| Property   | 7/1/22<br>–<br>7/1/23 | \$38.2MM | Travelers | \$100,000      | \$71,498         |
| Inland Marine  | 7/1/22<br>–<br>7/1/23 | \$200K   | Travelers | \$1K           | \$506            |
| Crime  | 7/1/22<br>–<br>7/1/23 | \$25K    | Travelers | \$1MM          | \$15,382         |
| General Liability & Employee Benefits                | 7/1/22<br>–<br>7/1/23 | \$3MM    | Travelers | \$1K           | \$184,477        |
| Law Enforcement                                      | 7/1/22<br>–<br>7/1/23 | \$2MM    | Travelers | \$50K          | \$37,419         |
| Public Entity Management Liability                   | 7/1/22<br>–<br>7/1/23 | \$1MM    | Travelers | \$25K          | \$9,611          |
| Public Entity Employment-Related Practices Liability | 7/1/22<br>–<br>7/1/23 | \$1MM    | Travelers | \$50K          | \$23,062         |
| Business Auto  | 7/1/22<br>–<br>7/1/23 | \$1MM    | Travelers | \$100K         | \$81,502         |
| Umbrella   | 7/1/22<br>–<br>7/1/23 | \$5MM    | Travelers | \$10K          | \$46,867         |

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|   |                        |       |                         |           |           |
|---|------------------------|-------|-------------------------|-----------|-----------|
| <b>Underground Storage Tank Liability</b> | 7/1/22<br>–<br>7/1/23  | \$1MM | Great American Alliance | \$10K     | \$5,076   |
| <b>Cyber Liability</b>                    | 7/1/22<br>–<br>7/1/23  | \$1MM | Obsidian Specialty      | \$25K     | \$43,429  |
| <b>Workers Compensation</b>               | 9/1/22<br>–<br>8/31/23 | \$1MM | ARCH                    | \$600,000 | \$100,052 |

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## Exhibit B: KTA's Property List

| Location                     | Building Description                          |
|------------------------------|---|
| 9401 E Kellogg Dr            | Main Office                                   |
|                              | Garage  |
|                              | Maintenance Garage                            |
|                              | Main Office Addition                          |
|                              | K-Tag Office & K-Tags                         |
|                              | Shop/Garage Addition                          |
| 4500 SE I-70                 | New E Topeka Toll Office & K-Tags             |
|                              | Gantry  |
| 18215 Metro Ave              | Eastern Terminal Toll – Toll & Patrol Office  |
|                              | Bonner Maintenance Office/Equipment Storage   |
|                              | Bonner Maintenance Equipment Storage          |
|                              | Bonner Maintenance Salt Storage               |
|                              | Gantry  |
| 352 S Highway I-35           | South Terminal – Toll Plaza Facility          |
|                              | Gantry  |
| 201 N McDonald Dr            | Lawrence Maintenance Office/Equipment Storage |
|                              | Lawrence Maintenance Equipment Storage        |
|                              | Lawrence Maintenance Equipment Storage        |
|                              | Lawrence Maintenance Salt Dome                |
| 4200 W Highway 50            | Emporia Toll – Office                         |
|                              | Emporia Highway Patrol Office                 |
|                              | Emporia Interchange Toll Offices              |
|                              | Emporia Maintenance Office/Break Room         |
|                              | Emporia Maintenance Equipment                 |
|                              | Storage/Carpenter Shop                        |
|                              | Emporia Maintenance Salt Dome                 |
| Emporia Car Wash / Storage   |   |
| 600 S 127th St E             | Maintenance                                   |
| Port of Entry (US 166/US 81) | Weigh Station                                 |
| 770 N I-35                   | Water Tower                                   |
| 7581 SW Kansas Turnpike      | Water Tower                                   |
| 15676 NE State Rd 177        | Cassoday Maintenance Office / Break Room      |
|                              | Cassoday Maintenance Salt Dome                |
|                              | Cassoday Maintenance Equipment Storage        |
| KS Turnpike (MP 97)          | Water Tower                                   |
| 3122 W Central               | El Dorado Maintenance Office/Break Room       |
|                              | El Dorado Maintenance Equipment Storage       |
|                              | El Dorado Maintenance Salt Dome               |
| 3002 W Central               | El Dorado Roadway Projects Office/Break Room  |




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|                        |   |
|------------------------|---|
| KS Turnpike (MP 132)   | Water Tower                                 |
| Highway 56 & I-335     | Admire Maintenance Equipment Storage        |
|                        | Admire Maintenance Salt Dome                |
|                        | Admire Maintenance Office/Break Room        |
| 3939 SW Topeka Blvd    | Topeka Maintenance Office/Equipment Storage |
|                        | Topeka Highway Patrol Offices               |
|                        | Topeka Maintenance Salt Dome                |
|                        | Topeka Headquarters                         |
|                        | Topeka Communications Storage/Offices       |
| 8000 SE I-70           | Topeka Structures Offices/Equipment Storage |
| 8000 SE I-70           | Water Tower                                 |
| KS Turnpike (MP 209)   | Water Tower                                 |
| Plaza 053A (NB/SB)     | Gantry at Exit 53A                          |
| 850 E 10th Ave (MP 19) | Wellington Maintenance Office/Breakroom     |
|                        | Wellington Maintenance Salt Dome            |
|                        | Wellington Maintenance Equipment Storage    |

| Automobile Composite Rate Application |               |                 |
|---------------------------------------|---------------|-----------------|
| Vehicle Type                          | # of Vehciles | Rate            |
| Private Passenger                     | 47            | \$341           |
| Light Truck                           | 105           | \$276           |
| Ambulance                             | 24            | \$335           |
| Medium Truck                          | 6             | \$353           |
| Heavy Truck                           | 58            | \$395           |
| Extra Heavy Truck                     | 5             | \$587           |
| <b>Total</b>                          | <b>245</b>    |                 |
| <b>Total Premium</b>                  |               | <b>\$81,010</b> |



## REQUEST FOR PROPOSAL - INSURANCE BROKERAGE SERVICES

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**Exhibit C: Payment Schedule**

|  |    |
|--|----|
| Description -RFP # 140-221001  |    |
| <b>Insurance Brokerage Services for the Kansas Turnpike Authority</b>                              |    |
| Vendor must meet or exceed specifications. Total Annual Cost is based on the 3-year contract term. |    |
| <b>TOTAL ANNUAL COSTS YEAR ONE:</b>  | \$ |
| <b>TOTAL ANNUAL COSTS YEAR TWO:</b>  | \$ |
| <b>TOTAL ANNUAL COSTS YEAR THREE:</b>  | \$ |