



REQUEST FOR PROPOSAL ADMINISTRATIVE SERVICES PROVIDER

**SUBMITTALS ARE DUE NO LATER THAN:
Friday, October 24, 2025 at 3:00 PM Central**

RFP SHOULD BE SUBMITTED ELECTRONICALLY TO:

aaron@wilkersonpllc.com

Aaron M. Wilkerson
General Counsel to the
Texas Water Association Risk Management Fund Board of Trustees

IF NECESSARY, DOCUMENTS MAY BE DELIVERED TO:

Aaron M. Wilkerson
Aaron Wilkerson, PLLC
4527 Lake Shore Dr.
Waco, TX 76710

TABLE OF CONTENTS

SOLICITATION SUMMARY FOR RFPiv.

- 1. General Descriptioniv.
- 2. Schedule of Events.....iv.
- 3. Term.....v.

PROFILE OF THE TEXAS WATER ASSOCIATION RISK MANAGEMENT FUND....1

- 1. Background.....1
- 2. Membership Profile1
- 3. Mission and Purpose.....1
- 4. Governance1

PROGRAM STRUCTURE AND SCOPE OF WORK2

- 1. Third-Party Administrator Service Contract.....2
- 2. Oversight of Third-Party Administrator2
- 3. Other Operational Details2
- 4. Scope of Work Desired.....2
 - A. Program Management & Governance3
 - B. Accounting & Financial Services3
 - C. Underwriting & Contract Issuance3
 - D. Brokerage Services4
 - E. Information Technology4
 - F. Claims Management4
 - G. Medical Management.....5
 - H. Risk Control5
 - I. Leadership Training.....6
 - J. Risk Management Consulting.....6
 - K. Cyber Risk Control6
 - L. Marketing and Membership Development6

PROPOSAL INSTRUCTIONS & REQUIREMENTS7

- 1. Contact Information7
- 2. Addenda and Clarifications.....7
- 3. Proposal Preparation7
 - A. Submittals7
 - B. Endorsing the Proposal7
 - C. Acceptance of Specification Requirements7
 - D. Proposer Requirements8
 - E. Confidential or Proprietary Markings.....8
- 4. Proposal Format Requirements.....8
 - A. Overview.....8
 - B. Cover Letter8

C. Table of Contents	8
D. Disclosure Statements	9
E. Addenda	9
5. Proposal Requirements	9
A. Section 1 – Company Overview	9
B. Section 2 – Team Qualifications	10
C. Section 3 – Methodology and Approach	10
D. Section 4 – Experience/References	12
E. Section 5 – Fees	13
F. Section 6 – Legal Disclosures	13
6. Proposal Submission Guidelines	13
A. Proposal Submission Deadline	13
B. Award or Rejection	13
C. Decline to Offer	13
D. Cost of Proposal Preparation	13
E. Expectation of Quality Proposals	14
F. Purpose of RFP	14
G. Non-Compete Agreements or Clauses	14
7. RFP Receipt/Evaluation	14
8. Method of Evaluation	14
9. Proposal Award	15
10. Withdrawing Proposals	16
 PROPOSAL CHECKLIST (Administrative Services)	 17
 SPECIAL PROVISIONS	 19
 GENERAL TERMS AND CONDITIONS	 20
 ASSURANCE FORM	 23
 PROPOSED AGREEMENT	 24
 EXHIBIT A	 25
 EXHIBIT B	 26
 EXHIBIT C	 27

SOLICITATION SUMMARY FOR REQUEST FOR PROPOSAL (RFP)

1. GENERAL DESCRIPTION

The Texas Water Association Risk Management Fund (TWARMF) is requesting proposals from qualified firms to provide comprehensive third-party administrative services, including but not limited to, general program administration, accounting and finance, underwriting, reinsurance coordination/placement, brokerage, information technology, medical management, workers' compensation, property and liability claims handling, risk loss control, risk management consulting, legal compliance, records management, litigation management, financial reporting, member communications, customer service, member and leadership training and development, website hosting, and support for the TWARMF's Board of Trustees.

Proposals must be submitted no later than **3:00 p.m. CST on Friday, October 24, 2025**. Please submit your proposal electronically to:

Aaron M. Wilkerson at aaron@wilkersonpllc.com

Questions regarding this RFP should be submitted in writing to Aaron M. Wilkerson, General Counsel for the TWARMF Board of Trustees, by email to aaron@wilkersonpllc.com. Copies of answers/clarifications will be published and sent to all Proposers on the RFP mailing list. **Late proposals will not be accepted.**

2. SCHEDULE OF EVENTS

Please find below a tentative schedule of events for this RFP. TWARMF reserves the right, in its sole discretion, to revise the tentative schedule of events if the revision is in its best interest.

EVENT	TIME	DATE
Request for Proposal Issued		Friday, July 25, 2025
Deadline for Questions	3:00 p.m. CDT	Friday, August 29, 2025
Responses to Questions Published		Friday, September 26, 2025
Proposal Submission Deadline	No later than 3:00 p.m. CDT	Friday, October 24, 2025
Evaluation Period		October 27 – December 5, 2025
Interviews/Presentations (if needed)		Week of December 8, 2025
Selection Notification		Friday, January 9, 2026
Board Approval/Contract Finalization		By Friday, January 23, 2026
Transition & Onboarding Period		February 2026 – June 2026
Services Commence		Wednesday, July 1, 2026

3. TERM

The third-party administrative services under the Administrative Services Agreement (Agreement) will commence on July 1, 2026. TWARMF intends that the initial term of this Agreement shall be for a period of five (5) years. Following the initial term, the Agreement may be renewed thereafter by mutual agreement of the parties. If either party decides not to renew the Agreement, then the deciding party shall give written notice of its intent at least one hundred and eighty (180) days prior to the termination of the Agreement. Failure to give such a notice, coupled with non-renewal of the Agreement, shall create a hold-over period and new termination date of one hundred eighty (180) days from the original date that the Agreement would normally terminate.

Pricing shall remain firm for the duration of the initial contract period. Thereafter, price changes are subject to the price adjustment provisions of the Agreement.

Additionally, a short-term agreement related to the successful Proposer's transition and onboarding may be executed following RFP award and prior to services commencing under the Agreement.

PROFILE OF THE TEXAS WATER ASSOCIATION RISK MANAGEMENT FUND

1. Background

TWARMF was created in accordance with the authority granted by the Texas Interlocal Cooperation Act, and it officially began operation on July 1, 1988. It is a tax exempt, public entity risk sharing pool whose purpose is to provide risk management and insurance services and products to water districts and authorities in Texas. Currently approximately 90 districts throughout Texas participate in the program.

TWARMF offers workers' compensation, general liability, automobile liability, public officials' errors and omissions liability, and a variety of property coverages. It is the objective of TWARMF to fulfill all insurance related needs of the districts in a cost-effective manner. Members are not required to participate in all programs (workers' compensation, liability, and property). Where necessary based on individual members' exposures, some policies (e.g., windstorm, flood, bonds, etc.) are placed outside TWARMF.

2. Membership Profile

Membership in the Texas Water Association (TWA) is a prerequisite to joining TWARMF. TWA is a 501(c)(6) association of water professionals and organizations in the state of Texas. On the public entity side, members represent river authorities, municipalities, navigation districts, flood control districts, drainage districts, irrigation districts, utility districts, and groundwater conservation districts.

3. Mission and Purpose

TWARMF's primary mission is to deliver cost-effective self-insurance coverage and proactive risk management solutions to its political subdivision members, which include groundwater conservation districts, irrigation districts, water districts, river authorities, navigation and flood control districts, drainage districts, and utility districts. By pooling resources, members share risks and benefit from collective expertise, leading to enhanced safety and financial stability within the Texas water community.

4. Governance

TWARMF is governed by an eleven (11) member Board of Trustees composed of executives from participating members. This structure ensures that the Fund's policies and operations align with the specific needs and interests of its members, fostering a sense of ownership and accountability.



PROGRAM STRUCTURE AND SCOPE OF WORK

1. Third-Party Administrator Service Contract

TWARMF contracts with a Third-Party Administrator (TPA) to provide comprehensive third-party administrative services, including general program administration, accounting and finance, underwriting, reinsurance coordination/placement, brokerage, information technology, medical management, workers' compensation, property and liability claims handling, risk loss control, risk management consulting, legal compliance, records management, litigation management, financial reporting, member communications, customer service, member and leadership training and development, website hosting, and support for the TWARMF's Board of Trustees.

2. Oversight of Third-Party Administrator

TWARMF's governing body, the Board of Trustees has responsibility for overseeing the activities of the TPA.

3. Other Operational Details

- A. TWARMF policy year and fiscal year is effective July 1.
- B. Exhibit A shows a breakdown of the coverages offered by TWARMF and the available limits. Total contributions or premiums in each line of coverage are also provided.
- C. Exhibit B provides a summary of workers' compensation, liability, and property claims activity over the last 20 years.
- D. Exhibit C provides a high-level overview of TWARMF's balance sheet.
- E. TWARMF will provide relevant historical information, including claims data, loss history, financial reports, and program documentation to the successful Proposer.
- F. TWARMF also encourages Proposers to visit the TWARMF's website at www.twcarmf.org to find any additional information you think would be helpful in your proposal.

4. Scope of Work Desired

The Proposer will have the capability to provide full-service third-party administrative services, including but not limited to the following:



A. Program Management & Governance

- Organize and manage all Board meetings, including scheduling, contracting for meeting location, agenda development, distribution of meeting materials, and preparation of official minutes
- Coordinate annual Board training sessions and facilitate strategic planning retreats to help define goals, priorities, and direction for TWARMF
- Maintain and update TWARMF's website and manage ongoing communications with members, including alerts, updates, and announcements
- Monitor state and federal legislation affecting TWARMF, coordinate with legislative consultants, and participate in policy roundtables and collaborative efforts with other risk pools
- Maintain a comprehensive Board Policy Manual and ensure key documents are reviewed and updated regularly
- Coordinate and support periodic audits to meet governance and fiduciary standards
- Prepare and submit applications for industry recognition and accreditation programs
- Provide materials and administrative support for all Board and committee meetings
- Assign Program Executive to serve as primary point of contact and oversee competent staff for TWARMF operations
- Maintain all TWARMF records per a Board-approved retention policy
- Procuring and managing third-party vendors

B. Accounting & Financial Services

- Develop and manage TWARMF's annual operating budget, including forecasting and expense tracking
- Perform cash flow analysis and monitor TWARMF's financial health using key industry benchmarks and stress testing
- Coordinate with external auditors for completion of the annual audit, and with actuaries for completion of biannual actuarial reports
- Maintain detailed financial records, ledgers, journal entries, and reconciliations
- Process all accounts payable and receivable transactions and perform monthly bank reconciliations
- Provide monthly and annual financial reports
- Prepare IRS and other required filings
- Coordinate investment services and support TWARMF-designated investment officers

C. Underwriting & Contract Issuance

- Coordinate with members to collect annual exposure data necessary for underwriting
- Conduct underwriting analysis and rate-setting for all member coverages



- Submit exposure and claims data for biannual actuarial reviews and to utilize results to support funding decisions
- Develop and issue annual renewal packets and contracts for each member
- Coordinate payroll audits for workers' compensation and liability coverages
- Process changes to coverage, such as vehicle or property additions/deletions, and maintain member-specific underwriting data
- Respond to member inquiries regarding coverage terms, pricing options, and policy amendments
- Maintain and update underwriting guidelines and oversee TWARMF's reinsurance strategy and implementation
- Prepare proposals for new and renewing members
- Integrate underwriting with contract issuance and billing systems

D. Brokerage Services

- Place reinsurance and excess insurance for TWARMF in coordination with the Board's risk appetite and retention strategy
- Secure stand-alone policies for lines such as Board Errors & Omissions, Cyber Liability, and Crime Coverage
- Coordinate ancillary insurance placements for members where needed
- Prepare and submit underwriting submissions to reinsurers, evaluate proposals, and negotiate pricing and terms
- Analyze alternative structures and recommend optimal retention levels
- Provide required bordereaux reporting to reinsurers and communicate material coverage changes

E. Information Technology

- Maintain IT systems and infrastructure used to support TWARMF's claims, underwriting, accounting, finance, and medical management operations
- Ensure integration between claims, contract, and billing systems
- Manage online tools for member use
- Ensure data integrity and systems using appropriate cybersecurity standards and compliance protocols

F. Claims Management

Workers' Compensation:

- Handle all aspects of workers' compensation claims, including intake, investigation, processing, settlement and litigation coordination



- Deliver preauthorization, bill review, case management, and Texas Division of Workers' Compensation representation
- Pursue subrogation where applicable and coordinate with reinsurance carriers on reporting and recovery
- Comply with all regulatory requirements including Texas Division of Workers' Compensation administrative hearings, data calls, and Medicare reporting
- Provide detailed workers' compensation claims reports
- Where necessary, conduct claims reviews with select members
- Protect and manage confidential health information in accordance with Texas law

Property and Liability:

- Provide end-to-end management of property and liability claims, including documentation, communication, and settlement
- Pursue subrogation opportunities and ensure timely reporting to reinsurers and recovery collection
- Provide detailed property and liability claims reports
- Provide full-service claims handling including investigation, litigation support, reserving, and reporting

G. Medical Management

- Perform medical bill reviews to ensure compliance and cost savings
- Provide physician advisory services and conduct utilization and peer reviews
- Offer nurse case management and coordinate vocational rehabilitation services for injured workers

H. Risk Control

- Conduct on-site and remote safety surveys and consultations to evaluate member facilities and practices
- Develop tailored service plans and mitigation strategies to reduce workplace injury risks
- Assist in the development of safety programs, safety committees, and policy implementation
- Coordinate regional safety seminars annually and deliver member training on various risk and safety topics
- Support implementation of emergency preparedness plans and follow-up on reinsurer recommendations
- Collaborate with property appraisers and reinsurers during site visits
- Produce and distribute newsletters and timely risk alerts to members



I. Leadership Training

- Plan and deliver sessions on leadership and supervisory skills through on-site events, regional meetings, and webinars
- Customize curriculum based on member needs and emerging issues
- Provide content development, logistical coordination, and presentation at conferences or member events

J. Risk Management Consulting

- Review and provide feedback on member contracts, builder's risk policies, and special project coverages
- Maintain and distribute insurance guidelines for contractors
- Perform claims data analysis and support risk mitigation planning

K. Cyber Risk Control

- Conduct cyber risk assessments for members, identify vulnerabilities, and develop mitigation strategies
- Support development and testing of member cyber policies, procedures, and incident response plans

L. Marketing and Membership Development

- Support marketing initiatives and develop promotional materials
- Communicate with prospects using approved TWARMF branding
- Meet with members on a routine basis to strengthen relationships and understand and address issues

PROPOSAL INSTRUCTIONS & REQUIREMENTS

A proposal is requested by TWARMF. TWARMF will receive separate sealed Proposals until the Proposal Submission Deadline. This Section provides information on how and where to submit a Proposal and other pertinent information regarding this RFP. Those who submit proposals are required to read and comply with these instructions.

1. CONTACT INFORMATION

It is the Proposer's responsibility to ask questions and obtain clarification of any information contained herein. Proposers must submit all questions or requests for clarification ONLY in writing and ONLY to the contact person identified on the Cover of this RFP (the "TWARMF Contact"). Proposer contact with anyone other than the TWARMF Contact regarding the RFP may be cause for Proposal rejection.

2. ADDENDA AND CLARIFICATIONS

TWARMF may, in its sole discretion, elect to issue changes or clarifications to the RFP. TWARMF will issue changes or clarifications in the form of a written addendum. Written addenda shall be the ONLY FORM of amendment to the RFP. Other written information or verbal communications shall not constitute a change to the requirements of the RFP. Addenda, if issued, will be mailed, faxed, and/or emailed to all known prospective Proposers prior to the date and time of the Proposal Submission Deadline.

It is the Proposer's responsibility to ensure receipt of any addenda issued by TWARMF. Failure of any Proposer to receive any such addenda or interpretation shall not relieve the Proposer from any obligations under its Proposal as submitted. The Proposer must sign all addenda and return them with their Proposal. All addenda shall become part of the contract documents.

3. PROPOSAL PREPARATION

- A. Submittals: Proposer must submit all Proposal Response Forms, plus all addenda, completed forms and any requested information and documentation as part of its Proposal. Proposer's failure to include all submittals may be cause to consider a Proposal non-responsive.
- B. Endorsing the Proposal: An authorized officer of Proposer must sign the Proposal. Signature of the Proposal will signify agreement and compliance with all requirements set forth in this RFP except where properly noted in the Proposal Response Forms. Proposers that take exception to TWARMF's General Terms and Conditions, Special Provisions, and/or Scope of Work shall do so at the risk of Proposal rejection.
- C. Acceptance of Specification Requirements: TWARMF will presume that the service offered complies with each requirement of the scope of work unless indicated otherwise. If the service offered is different than specified, Proposer must note the difference on an attached document that details the exception(s) to scope of work. Failure of the Proposer to make the required



acknowledgments may cause the Proposal to be considered non-responsive, in the sole determination of TWARMF. Should any product be delivered or service performed which is not as the Successful Proposer has purported it to be in its Proposal, said Successful Proposer will be required to correct any deficiencies without additional cost to TWARMF.

- D. Proposer Requirements: The Proposer must have demonstrated experience of a similar nature and scope in the successful completion of the services to be performed pursuant to the Scope of Work.
- E. Confidential or Proprietary Markings: Any portion of the Proposal that Proposer considers confidential or proprietary information, or contain trade secrets of Proposer, must be marked accordingly. This marking must be explicit as to the designated information. This designation may not necessarily guarantee the non-release of the information under the Public Information Act or as otherwise required by law.

4. PROPOSAL FORMAT REQUIREMENTS

A. Overview

To facilitate and expedite the evaluation process, all information in the Proposal should be organized and presented as directed below. A Proposal may be deemed to be non-responsive and may be disqualified, at TWARMF's discretion, if the Proposal fails to comply with the following instructions.

Proposals that are emailed to the TWARMF Contact by the Proposal Submission Deadline will satisfy the bidding requirements.

Proposal text shall be typed in font no smaller than 10 point, on 8.5-inch by 11-inch paper. Proposals may be either single-sided or double-sided pages and single-spaced the entire document.

All Proposal sections shall be divided by the use of numeric index tabs. All pages within these sections shall be uniquely numbered for purposes of easy reference.

Proposals shall be assembled in accordance with the following format:

B. Cover Letter (1 Page Limit)

- Provide an executive summary of the Proposal's highlights and approach

C. Table of Contents

- Include references to sections and page numbers.



D. Disclosure Statements

- Proposer's disclosure and description of any outstanding legal issues and claims against it in connection with current Scope of Work or other Scope of Work undertaken in the last five (5) years.
- Proposer shall include in its response a statement affirming that no member of TWARMF, no officer, director, agent, or employee of TWARMF, and no member of any commission, committee, TWARMF or corporation controlled or appointed by TWARMF has already received, in connection with or related in any way to this contract, or has been promised, in the event this contract is awarded to Proposer, any commission, finder's fee or other thing of value. In addition, Proposer shall furnish a statement that identifies any member of TWARMF and any official or employee of a TWARMF member who, Proposer has reason to believe, would or may be financially affected, whether affirmatively or negatively, and whether personally or through a spouse or other family member, if this contract were awarded to Proposer. Upon request by the TWARMF Contact, or an authorized agent thereof, the Proposer shall respond to any questions relating to the subject of this section.

E. Addenda

- The acknowledgment page(s) of all addenda issued by TWARMF shall be signed by the Proposer's authorized representative and submitted in this section.

5. PROPOSAL REQUIREMENTS

A. Section 1 – Company Overview

- **Contact Person.** Provide the name of the person who is authorized to answer questions regarding the firm's Proposal. Please include a phone number and email address.
- **Organizational Overview.** Provide a brief overview of your firm including history, mission and/or philosophy, services offered, areas of expertise and organizational structure. Include the number of years in business and size of company. This description should include the size (number of employees and/or revenues) and areas of client specialization. Provide the same information for the office(s) that would handle the TWARMF third-party administrative services. Describe how your firm's mission aligns with the objectives of a public entity risk pool.
- **Financial Stability.** Provide documentation demonstrating your financial condition and stability, such as audited financial statements from the most recent fiscal year
- **Experience with Risk Pools.** Describe your experience administering public entity risk pools, including the number of pools currently served, their sizes, and the nature of services provided.



Highlight any experience specific to water-related entities or Texas-based political subdivisions.

- **Scope of Services.** Describe the scope of services provided by your firm and areas of responsibilities. Provide a statement of services and responsibilities that will be provided by your firm as they relate to this RFP.

B. Section 2 – Team Qualifications

- Provide a list of staff proposed for this project.
- Provide the qualifications, experience, and credentials/designations held by each member of the team assigned to TWARMF’s account.
- Identify each member of the team by their assigned role for the TWARMF account.
- Provide information about the Program Executive’s background, location of office, number of clients currently managing, and how long he or she has been with your firm.
- Describe the average tenure of the staff assigned to the TWARMF account.
- Describe your process for managing key personnel transitions for the TWARMF account. Include how you expect to involve the TWARMF Board in key personnel transitions.

C. Section 3 – Methodology and Approach

- **Governance and Board Support.** Describe your proposed approach to supporting TWARMF’s Board of Trustees, including Board meeting coordination, agenda and materials preparation, minute-taking, strategic planning facilitation, and trustee training. Include examples from past clients, if applicable.
- **Integrated Administration.** Explain how your firm will coordinate the full range of administrative services required by TWARMF – including those listed in the Scope of Work above – program management & governance, accounting and financial services, underwriting and contract issuance, brokerage services, information technology, claims management, medical management, risk control, risk management, leadership training, cyber risk control, and member communications and marketing.
- **Transition and Onboarding.** Provide a detailed plan outlining how your firm would transition into the role of TWARMF TPA. Identify key milestones, onboarding requirements, anticipated challenges, and the timeline for full operational readiness.
- **Historical Data Needs.** Identify the types of historical data your firm would require from TWARMF and how that data would be used to support a successful implementation.



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- **Vendor and Service Provider Procurement.** Describe your firm’s practices for soliciting, selecting, and managing third-party vendors or service providers. Include how you ensure transparency, fairness, and value in vendor and service provider procurement, as well as the criteria used to evaluate and select vendors and service providers.
 - **Claims Management.** Describe your firm’s philosophy and procedures for handling workers’ compensation, property, and liability claims. Include information on intake processes, investigation, litigation management, performance standards, and quality control mechanisms.
 - **Subrogation and Recovery.** Detail your approach to pursuing subrogation recoveries in workers’ compensation, property, and liability claims. Describe how you identify subrogation opportunities, manage recovery efforts, and coordinate with outside counsel if applicable.
 - **Reinsurance Coordination.** Describe your procedures for reinsurance reporting and recovery, including communication with reinsurers, bordereaux production, and support during reinsurance audits or inquiries.
 - **Underwriting Philosophy and Process.** Describe your approach to underwriting and risk assessment. How does your firm analyze exposure data, set rates or contributions, and ensure equitable funding among members? Describe the integration of actuarial input and your process for policy issuance.
 - **Member Engagement and Service.** Explain how your firm will maintain positive, responsive relationships with TWARMF members. Include your communication strategies for handling renewals, coverage changes, requests for information, and ongoing support.
 - **Budgeting and Financial Management.** Describe your experience preparing and managing annual operating budgets for pooled risk programs. Include examples of key financial indicators your firm tracks and how you assess financial stability.
 - **Audit and Actuarial Coordination.** Explain your role in coordinating financial audits and actuarial studies. How does your firm support external reviewers and ensure timely, accurate delivery of financial information?
 - **Loss Control and Safety Services.** Describe the types of risk control services your firm offers, including safety surveys, hazard identification, and claims mitigation. Explain how your team interacts with members and uses data to drive safety outcomes.
 - **Training Programs.** Provide examples of risk management and leadership training programs your firm has developed or delivered. Describe the frequency, format (e.g., in-person, webinars), and methods for evaluating effectiveness.

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- **Emerging Risks and Member Education.** Explain how your firm monitors emerging risks (e.g., legislative, environmental, cyber) and communicates timely guidance and training to members.
 - **Systems and Platforms.** Describe the systems your firm uses to manage underwriting, claims, accounting, and member interactions. Address user accessibility, data integration, and reporting capabilities.
 - **Cybersecurity and Data Protection.** Describe your firm's cybersecurity protocols, including encryption, data access, controls, backup and recovery procedures, and compliance with data privacy regulations.
 - **Online Member Portals.** Describe the online services your firm provides to members. Explain how your firm ensures user support and data security for these tools.

D. Section 4 – Experience/References

- **Client References.** Provide at least three references from government and quasi-government entities that are members of a risk management fund where the Proposer provides administrative services. Include the client's name, contact person, phone number, email address, length of relationship, and a description of services performed.
- **Performance Metrics.** Describe the key performance indicators your firm uses to measure success in delivering administrative services. How do you report these to clients, and how is continuous improvement achieved?
- **Sample Reports and Work Products.** Provide sample copies of the following (redacted where necessary):
 - Board meeting packet, including agenda, staff reports, minutes, and strategic or training materials
 - Annual budget and financial report for a pooled risk entity
 - Renewal packet or underwriting summary with member-specific contribution and coverage details
 - Claims report, claims summary, subrogation/reinsurance report
 - Risk control survey, mitigation report, or safety training material provided to a member
 - Leadership or supervisory training curriculum, webinar slide deck, or member-specific training plan
 - Cyber risk assessment, incident response plan, or policy development template
 - Screenshots of online member portals
 - Transition plan, onboarding checklist, or communication packet used during a prior client transition

E. Section 5 – Fees

Outline your fee schedule for providing the proposed services. Please provide an itemized breakdown of each component of the proposed fee, including expenses, an identification of any variable fees, and a description of any fee escalation clauses or caps.

F. Section 6 – Legal Disclosures

Provide a description of any pending or resolved litigation, administrative proceedings, or regulatory actions involving your firm (or its principals) within the past five (5) years that are material and relevant to the services described in this RFP. Do not include claims or proceedings that are unrelated to the services contemplated in this RFP (such as employee claims).

6. PROPOSAL SUBMISSION GUIDELINES

A. Proposal Submission Deadline

The Proposal Submission Deadline is **Friday, October 24, 2025 at 3:00 p.m. CDT**. TWARMF will not consider late proposals. All Proposals submitted in response to this RFP shall become the property of TWARMF and will not be returned to Proposer. Proposer must provide all information requested in this RFP for a Proposal to be considered responsive.

B. Award or Rejection

TWARMF reserves the right to accept any proposal which, in the opinion of TWARMF, is the most desirable proposal and demonstrates the capability of delivering the best services. TWARMF also reserves the right to waive any and all proposals. TWARMF will not be responsible for any mathematical errors or other technicalities in any proposal. Award consideration will be to the responsible company whose proposal is determined to be the best offer taking into consideration the relative importance of price and other evaluation factors.

C. Decline to Offer

Any Proposer who receives a copy of the RFP but declines to make an offer is requested to send a formal declination letter electronically to Aaron M. Wilkerson, General Counsel, TWARMF Board of Trustees, at aaron@wilkersonpllc.com.

D. Cost of Proposal Preparation

Any costs that may be incurred to prepare RFP responses, attend meetings, provide requested follow-up information, make formal and informal presentations, and/or contract negotiations, if applicable, shall be the sole responsibility of the Proposer.



E. Expectation of Quality Proposals

Proposers should effectively communicate their services clearly and accurately in their response to this RFP.

F. Purpose of RFP

This RFP is part of the Board’s regular fiduciary duty to evaluate key service providers and ensure that TWARMF continues to receive high-quality, cost-effective third-party administrative services aligned with member needs.

G. Non-Compete Agreements or Clauses

By submission of a bid or proposal or the execution of a contract, Proposer agrees that TWARMF will not be bound by any non-compete agreements or similar agreements that inhibit TWARMF’s right to award and execute a contract to any company that submits a bid or proposal to TWARMF.

7. RFP RECEIPT/EVALUATION

RFPs become the exclusive property of TWARMF. Proposals will be opened by TWARMF as to avoid disclosure of contents to competing Proposers and kept secret during the process of negotiation. After RFPs are opened, they will be evaluated on the basis given in the Scope of Work and as described in the “Method of Evaluation” Section of this RFP. Until final award of an Agreement, TWARMF reserves the right to reject any or all RFPs, to waive technicalities, or to proceed with an award for the services otherwise as deemed in TWARMF’s best interest.

- TWARMF reserves the right to require additional information from any or all Proposers and to conduct necessary investigations to determine (a) if the service(s) offered meets TWARMF’s requirements, (b) the quality and reliability of Proposer’s performance and/or (c) to determine the accuracy of RFP information. As part of said investigations, TWARMF may interview and/or visit companies or public entities listed as references.
- TWARMF reserves the right to select any/all options that is/are determined to be in its best interests and at the sole discretion of TWARMF.

8. METHOD OF EVALUATION

TWARMF will conduct a comprehensive and impartial review and evaluation of all Proposals submitted in response to the RFP that meet the requirements of this RFP.

Only timely submitted Proposals will be reviewed by TWARMF to determine if they comply with their required forms and document submission requirements listed in the RFP. Failure to meet any of the requirements may render a Proposal non-responsive and result in rejection of the entire Proposal.



The evaluation criteria listed below will be used to determine which RFP response is most advantageous to TWARMF. Said determination will be made by TWARMF based on TWARMF’s best interest, and shall be considered final. Responses received to this RFP will be evaluated based on the criteria and corresponding weight given in each evaluation category listed herein. TWARMF’s evaluation team may consider feedback from references and/or TWARMF’s direct experience with Proposer as part of their evaluation process and consideration for scoring Proposals.

Discussions may be conducted with finalist firms as determined by the evaluation team for clarifications as needed. Proposers shall be treated fairly and equally with respect to any opportunity for discussions. Inasmuch as TWARMF may not request best and final offers, Proposers are strongly encouraged to provide competitive pricing since revisions may not be permitted after submissions and before the award of the Agreement.

Evaluation: TWARMF will evaluate each Proposal based on the following weighted criteria:

Criterion	Weight
Company Overview, Qualifications and Personnel Experience (Sections 1-2)	20%
Methodology and Approach (Section 3)	25%
Prior Experience as Administrative Services Provider (Section 4)	25%
Price (Section 5)	30%

9. PROPOSAL AWARD

- If an Agreement is awarded as a result of this RFP, it will be made by TWARMF to the Proposer whose Proposal is determined to be the most advantageous to TWARMF, taking into consideration the relative importance of price and other evaluation factors, as identified in the Method of Evaluation Section of this RFP.
- Proposals shall remain valid during the evaluation process time period including award of the Agreement. This time period is a minimum of 120 days.
- TWARMF reserves the right to make multiple awards if TWARMF believes it is in its best interest to do so.
- Proposer is required to review all the terms, conditions, and contract provisions contained in this RFP to ensure it can comply with and concurs with all requirements.



10. WITHDRAWING PROPOSALS

- Proposer, by submitting an RFP, warrants and guarantees that the RFP has been carefully reviewed and checked and that it is in all things true, accurate, and free of mistakes. However, Proposers have a right to withdraw an RFP due to material mistake in the RFP.
- Proposer must submit a request to withdraw an RFP in writing to the TWARMF Contact. The written request to withdraw an RFP must state the reason for the withdrawal request and, if the request is made after the Proposal Submission Deadline, the details of the material mistake must be included in the request. An RFP for which withdrawal is properly requested prior to the Proposal Submission Deadline will be returned to the Proposer unopened.
- If the Proposer elects to withdraw its RFP and the withdrawal is accepted by the TWARMF Contact, then the RFP will become null and void. The Proposer will not be eligible to be reinstated.

PROPOSAL CHECKLIST (Administrative Services)

PROPOSER: _____

A check mark in the space provided indicates these forms, documents, or actions have been completed and are included in the RFP package. All deviations from the scope of work, form submittals, or action items must be documented separately and included in the submission.

This checklist is intended to be an aid to reduce the possibility of errors in RFP submission; it is not intended to relieve Proposer from its obligations to review and comply with RFP requirements.

Please include a copy of a completed checklist with the RFP response.

Proposal Submittals

- Signatures.** All forms requiring a signature have been signed.
- Proposal Forms.** All forms completed, including:
 - Form Proposal Endorsement
 - Sample Agreement
 - Assurance Page
 - All other forms requested as part of the RFP
- Addenda.** When applicable, Proposer submits signed addenda issued as part of the RFP. If any addenda included amended proposal pages or attachments, those documents must be used and included with the RFP.
- References.** Proposer provided the requested number of references for the Proposer.
- Proposer Qualifications.** When applicable, Proposer to provide all certifications, licensing, or other requested qualification verification forms or information necessary to validate qualifications to provide services.

Proposal Completion Actions

- Read/Confirm Intent to Comply.** Proposer has read the Scope of Work, Special Provisions, General Terms and Conditions and confirms that he/she will comply with all requirements as provided.
- Proofreading.** Proposer has proofread all requirements to ensure all information provided by the Proposer is accurate and responsive to the RFP Scope of Work.



- Late Proposals.** Please note the Proposal Submission Deadline. Late Proposals will not be accepted.

END OF PROPOSAL CHECKLIST



SPECIAL PROVISIONS

1. TERM

The third-party administrative services under the Administrative Services Agreement (Agreement) will commence on July 1, 2026. TWARMF intends that the initial term of this Agreement shall be for a period of five (5) years. Following the initial term, the Agreement may be renewed thereafter by mutual agreement of the parties. If either party decides not to renew the Agreement, then the deciding party shall give written notice of its intent at least one hundred and eighty (180) days prior to the termination of the Agreement. Failure to give such a notice, coupled with non-renewal of the Agreement, shall create a hold-over period and new termination date of one hundred eighty (180) days from the original date that the Agreement would normally terminate.

Pricing shall remain firm for the duration of the initial contract period. Thereafter, price changes are subject to the price adjustment provisions of the Agreement.

Additionally, a short-term agreement related to the successful Proposer's transition and onboarding may be executed following RFP award and prior to services commencing under the Agreement.

END OF SPECIAL PROVISIONS

GENERAL TERMS AND CONDITIONS

- 1. Right to Reject Proposals.** TWARMF reserves the right to reject any or all proposals, in whole or in part, to waive any informalities or irregularities, and to accept the proposal deemed most advantageous to TWARMF, even if not the lowest cost proposal. TWARMF shall not be liable for any costs incurred by Proposers in connection with the preparation or submission of a Proposal.
- 2. Confidentiality or Proprietary Information.** All information developed by the Proposer and all information made available to the Proposer by TWARMF, and all analyses or opinions reached by the Proposer shall be confidential and shall not be disclosed by the Proposer without the written consent of TWARMF.

Further, any portion of the Proposal that is marked confidential or proprietary, or clearly states that it contains Proposer's trade secrets may not necessarily guarantee the non-release of the information if so required by law. Proposer acknowledges that any and all information provided to TWARMF may be subject to disclosure under the Texas Public Information Act, Chapter 552, Texas Government Code.

- 3. Right to Modify or Cancel RFP.** TWARMF reserves the right to modify the requirements of the RFP or cancel it at any time. No guarantee is made that a contract will be awarded as a result of this solicitation.
- 4. Access to and Ownership of Records and Files.** All information developed for or specifically relating to the obligations of Proposer pursuant to the Agreement, and all source documents, stored data and technical, claims and underwriting information, and all reports prepared by Proposer or its subcontractors pursuant to the Agreement shall be the property of TWARMF.
- 5. Contract Award and Execution.** No contract shall be deemed to exist between TWARMF and any Proposer until a written agreement has been approved by the TWARMF Board of Trustees and executed by both parties. TWARMF reserves the right to negotiate terms and conditions with one or more Proposers as deemed in its best interest.
- 6. Entire Agreement.** The Agreement and any attached Exhibits contain the entire agreement between the parties relating to the rights granted and the obligations assumed. Any oral representations or modifications to the Agreement shall be of no force and effect except a subsequent modification in writing, signed by TWARMF or its authorized agent, and Proposer.
- 7. Governing Law.** The validity of the Agreement and any of its terms and provisions, as well as the rights and duties of the parties, shall be interpreted and construed pursuant to and in accordance with the laws of the State of Texas and any suit to resolve same shall be brought in the District Courts of Travis County, Texas.
- 8. Assignment.** The Agreement shall not be assigned by either party without the prior written consent of the other party.



- 9. Successors Bound.** The terms, provisions, covenants, obligations, and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successors in interest and the assigns of the parties, provided that no assignment or transfer by or through either party, in violation of the provisions of the Agreement, shall vest any rights in the assignee or transferee.
- 10. Waiver/Breach.** The waiver of any breach of any term or condition of the Agreement shall not be deemed to constitute a waiver of a subsequent breach of the same, or a breach or subsequent breach of any other terms or conditions.
- 11. Compliance with Laws.** Proposer shall comply with all applicable Federal, State, and Local laws, statutes, and ordinances, and with all applicable regulations or orders of any governmental department, TWARMF, bureau or agency.
- 12. Insurance.** Proposer represents to TWARMF that it possesses and will maintain sufficient Errors and Omissions, Commercial General Liability, Workers' Compensation, Business Auto Liability, and Cyber Liability Insurance to cover liabilities which Proposer might incur under the Agreement. Upon request, Proposer will provide TWARMF a copy of all policies as evidence of such insurance together with all endorsements, amendments, or changes thereto. Proposer will also add TWARMF as an additional insured under applicable policies. The parties agree to negotiate in good faith on insurance reasonably necessary based on Proposer's services provided in the Agreement.
- 13. Indemnification.** The parties agree that appropriate indemnification provisions are essential to the Agreement. Prior to execution of the Agreement, the parties agree to negotiate in good faith on mutually acceptable terms that reasonably allocate risk and reflect the nature of the services to be provided.
- 14. Severability.** In the event any provision of the Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
- 15. Incorporation by Reference.** The selected Proposer agrees that TWARMF has the sole discretion to incorporate into the contract resulting from this RFP the terms, conditions, and other provisions contained in this RFP, the Proposal selected which is acceptable to TWARMF and is not in conflict or contravention of the Request for Proposal, and any other documents, attachments, exhibits, addendums, amendments, or modifications to either this RFP or the selected Proposer's Proposal.
- 16. Proposed Contract.** Proposer shall include in their Proposal a copy of their proposed contract as an attachment to this RFP. However, TWARMF shall not be bound to use such a contract, issue a purchase order, or pay any costs incurred in the preparation of a Proposal in response to this Request for Proposal.
- 17. Misrepresentation.** All information provided and representations made by the Proposer are material and important and will be relied upon by TWARMF in awarding the contract. Any

misrepresentation will be immediate grounds for termination of any contract related to this RFP and said Proposer may not be able to participate in future RFPs or other business opportunities with TWARMF for the duration of any contract term related to this RFP, including any renewal period. TWARMF reserves the right to carry forward Proposer's response to this RFP as part of the final contract.

18. Corporate Change. If Proposer, or any partners identified in the Proposal, are involved in or planning a change in control, sale, purchase, merger, bankruptcy, reorganization, asset transfer, or similar transaction ("Change") that will in any way alter the Proposer's legal entity, structure, financial status, or business operations, Proposer shall submit with its Proposal:

Required Documents:

- A section disclosing all current entities involved in the Change, when the Change is anticipated to take place, the surviving entity, and any information related to the Change that may affect the Proposal;
- Each area in Proposer's Proposal should contain a separate section that discusses whether the Change will alter, modify, or otherwise affect the Proposer's Proposal; and
- If this is not applicable to your Proposal, Proposer provide a statement that this section is "not applicable".

A statement that the Proposer confirms its acknowledgement and acceptance of the terms and conditions set forth herein. If the Proposer submits alternatives and/or substitutions to the terms and conditions, TWARMF reserves the right to determine if the alternative/substitutions are acceptable

END OF GENERAL TERMS AND CONDITIONS

ASSURANCE FORM

The undersigned, in submitting this Proposal and endorsement of same, represents that he/she is authorized to obligate his/her firm, and that he/she has read this entire RFP package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

“The information in this Proposal is true and correct, and the officer signing below is duly authorized to bind this company to such Proposal.”

PROPOSAL FOR ADMINISTRATIVE SERVICES PROVIDER

SUBMITTED BY:

(OFFICIAL NAME OF PROPOSING FIRM)

By:

(Original Signature of Proposing Firm’s Authorized Agent)

(Typed or Printed Name)

(Title)

(Email and Telephone Number)

(Date Signed)

PROPOSED AGREEMENT

As part of their response to this RFP, Proposers are requested to submit a copy of their proposed Administrative Services Agreement that would govern the delivery of administrative services to TWARMF. The proposed Agreement should reflect the Proposer's standard terms and conditions and be tailored, as appropriate, to the scope and requirements outlined in this RFP.

TWARMF reserves the right to reject any proposed contractual terms that conflict with its legal obligations, policies, or the terms and conditions contained in this RFP. Submission of a proposed Agreement does not bind TWARMF to accept its terms, and TWARMF may negotiate, modify, or replace any or all provisions as a condition of award.

[ATTACH PROPOSED AGREEMENT]



Exhibit A

Coverage and Contribution Summary

(as of June 30, 2025)

<u>Line of Coverage</u>	<u>Available Limits</u>	<u>Contributions</u>
Workers' Compensation	Statutory	\$ 1,803,960
Automobile Liability	up to \$10 million	\$ 867,517
General Liability	up to \$10 million	\$ 848,882
Errors & Omissions	up to \$10 million	\$ 735,047
Property (B&M included)	Replacement Cost	\$ 7,462,213
Auto Physical Damage	Actual Cash Value	\$ 1,506,574
TOTAL CONTRIBUTIONS		\$ 13,224,193



Exhibit B

TWA Risk Management Fund

Executive Summary (Last 20 Pol Yrs)

As of 6/30/25

Line Type: AU;GL;PR;WC

Claim Status: C;O

Policy Expiration Year	New Claims During Month	Claims Closed During Month	Total Claims	Total Open Claims	Total Closed Claims	Total Incidents	Claim Paid - Total	Claim Future Reserve - Total	Claim Incurred - Total
2006	0	0	322	2	320	0	\$2,885,556	\$109,685	\$2,995,241
2007	0	0	308	0	308	0	\$1,451,341	\$0	\$1,451,341
2008	0	0	359	1	358	0	\$2,295,608	\$52,660	\$2,348,268
2009	0	0	417	0	417	0	\$6,057,638	\$0	\$6,057,638
2010	0	0	377	0	377	0	\$1,704,092	\$0	\$1,704,092
2011	0	0	311	0	311	0	\$1,521,596	\$0	\$1,521,596
2012	0	0	315	0	315	0	\$2,484,150	\$0	\$2,484,150
2013	0	0	269	0	269	0	\$1,124,659	\$0	\$1,124,659
2014	0	0	309	0	309	0	\$1,522,557	\$0	\$1,522,557
2015	0	0	306	2	304	0	\$2,169,442	\$1,106,349	\$3,275,791
2016	0	0	420	1	419	0	\$3,079,940	\$145,570	\$3,225,510
2017	0	0	329	2	327	0	\$2,788,358	\$249,361	\$3,037,719
2018	0	0	467	0	467	0	\$5,469,754	\$0	\$5,469,754
2019	0	0	317	1	316	0	\$2,530,598	\$21,430	\$2,552,028
2020	0	0	380	2	378	0	\$3,055,698	\$2,963,849	\$6,019,547
2021	0	0	324	2	322	0	\$7,281,069	\$1,009,317	\$8,290,386
2022	0	0	308	9	299	0	\$3,021,866	\$300,274	\$3,322,139
2023	1	0	323	10	313	0	\$3,550,499	\$1,157,403	\$4,707,901
2024	2	1	354	18	336	0	\$2,732,556	\$346,758	\$3,079,314
2025	34	38	328	79	249	0	\$1,642,729	\$1,977,619	\$3,620,347
						Sum:	\$64,522,650	\$9,548,739	\$74,071,389



Exhibit C

Balance Sheet Summary (Unaudited)

(as of June 30, 2025)

Assets:	\$37.3 million
Liabilities:	\$9.1 million
Net Position:	\$28.2 million

