

**MASTER AGREEMENT #RFP 012125****CATEGORY: Risk Management, Employee Benefits, and Insurance Consulting Services****SUPPLIER: WHA Insurance Agency, LLC**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and WHA Insurance Agency, LLC, 2930 Chad Drive, Eugene, OR 97408 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on February 24, 2029, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #012125 to Participating Entities. In Scope solutions include:
- a. Insurance Policy Placement along with solicitations;
 - b. Comprehensive Risk Analysis;
 - c. Claims Prevention and Mitigation;
 - d. Incident Response and Recovery;
 - e. Worker's Compensation Safety Programs;
 - f. Regulatory Compliance and Governance;
 - g. Technology and Data Analytics Integration; and
 - h. Strategic Risk Advisory Services.

In the following areas of the United States:

- a. Northeast which includes Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont;
 - b. Midwest which includes Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, and Wisconsin;
 - c. South which includes Alabama, Arkansas, Delaware, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, Washington, D.C., and West Virginia; or
 - d. West which includes Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcwell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United

States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

- ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

- iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated

by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after

grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
- Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing.

Supplier may not directly charge Participating Entities to offset the Administrative Fee. Therefore, the proposed administration fee shall not be considered commissions and should not be paid to Sourcewell as commissions.

- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
 - i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
 - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
 - b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
 - c) **Use; Quality Control.**
 - i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under

this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

- d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
- \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
 - e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms

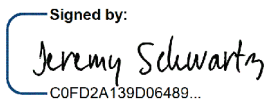
of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Signature page to follow.

012125-WHA

Sourcewell

Signed by:

C0FD2A139D06489...


By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 2/24/2025 | 1:49 PM CST

WHA Insurance Agency, LLC

DocuSigned by:

C9CC69C005B1430...

By: _____

Winslow Cervantes

Title: President

Date: 2/24/2025 | 11:34 AM PST

RFP 012125 - Risk Management, Employee Benefits, and Insurance Consulting Services

Vendor Details

Company Name: WHA Insurance Agency, LLC.

Does your company conduct business under any other name? If yes, please state: WHA Insurance

Address: 2930 Chad Drive
Eugene, OR 97408

Contact: Winslow Cervantes

Email: wcervantes@whainsurance.com

Phone: 800-852-6140

HST#: 93-0753180

Submission Details

Created On: Wednesday January 15, 2025 10:31:59

Submitted On: Tuesday January 21, 2025 14:33:30

Submitted By: Winslow Cervantes

Email: wcervantes@whainsurance.com

Transaction #: f703de23-0021-42fe-b3f0-2e44825e0691

Submitter's IP Address: 216.250.210.133

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	WHA Insurance Agency, LLC.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y, WHA Insurance will be the Responsible Supplier that will execute the master agreement with Sourcewell.	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	N/A; Our organization does not have any subsidiaries, D.B.A., authorized affiliates, or other entities that will participate in the offering or performance of solutions related to this proposal. All services and deliverables will be provided directly by our organization.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	N/A; Our organization does not currently possess a CAGE code or Unique Entity Identifier (SAM). If required, we are prepared to obtain the necessary registrations for future proposals or contracts.	*
5	Provide your NAICS code applicable to Solutions proposed.	#524210 (Insurance Sales & Services)	
6	Proposer Physical Address:	2930 Chad Drive, Eugene, OR 97408	*
7	Proposer website address (or addresses):	www.whainsurance.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Winslow Cervantes, President, 2930 Chad Drive, Eugene, OR 97408, wcervantes@whainsurance, (541) 284-5113	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Winslow Cervantes, President, 2930 Chad Drive, Eugene, OR 97408, wcervantes@whainsurance, (541) 284-5113	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jeff Griffin, CEO, 2930 Chad Drive, Eugene, OR 97408, jgriffin@whainsurance, (541) 954-5707	*

Table 2A: Financial Viability and Marketplace Success (100 Points, applies to Table 2A and 2B)

Line Item	Question	Response *
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11	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.</p>	<p>WHA Insurance stands at the forefront of insurance brokerage, risk management consulting, and employee benefits services. With over three decades of experience, WHA has become a trusted partner for public entities, special districts, and nonprofit organizations. We specialize in addressing the unique needs of governmental organizations, including municipalities, utility districts, transit authorities, K-12 and higher education institutions, first responder districts, special districts, and tribal governments.</p> <p>Core Values</p> <p>Integrity: We uphold the highest ethical standards in all interactions. Service: We provide personalized, responsive service that extends well beyond policy issuance. Innovation: We embrace forward-thinking solutions to enhance our clients' experience and outcomes. Expertise: Our team brings industry-specific knowledge and proven expertise to every client engagement.</p> <p>Business Philosophy</p> <p>Our approach prioritizes proactive risk mitigation, strategic policy placement, and innovative employee benefits solutions tailored to the operational and regulatory complexities of the public sector. By combining deep industry knowledge, cutting-edge technology, and a client-first philosophy, we consistently deliver measurable value.</p> <p>At WHA, we view ourselves not just as service providers but as strategic partners committed to empowering our clients through tailored solutions that drive results, foster resilience, and support long-term sustainability.</p> <p>Industry Longevity Related to Requested Solutions</p> <p>WHA Insurance's legacy is built on understanding and addressing the unique challenges faced by public organizations. Our extensive expertise spans a wide range of insurance lines, ensuring comprehensive coverage tailored to our clients' unique needs. These include:</p> <ul style="list-style-type: none"> Property Insurance: Safeguarding physical assets such as buildings, equipment, and infrastructure against risks like fire, natural disasters, and vandalism. Casualty Insurance: Protecting organizations against liability claims, including general liability, public liability, and product liability. Workers' Compensation Insurance: Delivering injury prevention strategies, efficient claims management, and cost control solutions tailored to the needs of high-risk industries such as public safety and transit authorities. Employee Benefits: Designing and administering innovative benefits solutions that attract and retain talent while ensuring compliance with complex regulations. Professional Liability Insurance: Covering errors, omissions, and negligence risks for professionals, including public officials and legal entities. Commercial Auto Insurance: Protecting vehicles used for organizational operations, ensuring coverage for property damage, liability, and other exposures. Cyber Liability Insurance: Mitigating risks associated with data breaches, cyberattacks, and compliance with privacy regulations. Directors and Officers (D&O) Insurance: Protecting leadership against claims arising from their managerial decisions or governance roles. Crime Insurance: Safeguarding organizations against theft, embezzlement, and fraud. Umbrella Liability Insurance: Providing an extra layer of protection beyond standard liability limits. Environmental Liability Insurance: Addressing risks associated with pollution, hazardous materials, and environmental compliance. Inland Marine Insurance: Covering specialized equipment and movable property. Fiduciary Liability Insurance: Protecting against claims related to mismanagement of employee benefits and retirement plans. <p>We are uniquely positioned to support Sourcewell Participating Entities by leveraging our expertise to align with their objectives, enhance operational efficiency, and ensure fiscal responsibility. By aligning our services with the evolving needs of our clients, WHA has consistently maintained long-standing partnerships across multiple sectors, delivering innovative solutions and tangible results.</p>
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12	What are your company's expectations in the event of an award?	<p>At WHA Insurance, we view every award as an opportunity to partner with public entities in service of a greater purpose: enhancing the well-being of the communities they serve. Our commitment extends far beyond delivering technical solutions; it is rooted in our belief that the work we do together can transform lives and empower communities.</p> <p>In the event of an award, we pledge to bring not only expertise but also empathy, integrity, and a sense of shared responsibility to the partnership.</p> <p>A Partnership with Purpose: We recognize that public entities are the stewards of their communities, and we honor their mission by tailoring our services to their unique challenges. Whether it's protecting vital infrastructure, ensuring the health and safety of workers, or strengthening financial sustainability, we see our role as amplifying their ability to serve.</p> <p>Empowering Communities Through Risk Management: Our work in risk management is not merely about preventing loss but about safeguarding the future. By implementing innovative strategies and fostering a culture of safety and resilience, we aim to help communities thrive even in the face of uncertainty.</p> <p>Commitment to Ethical Stewardship: Transparency, fairness, and accountability guide our actions. We will ensure that every dollar spent under this award is maximized to serve the greater good, recognizing the trust placed in us by the public and those who serve them.</p> <p>Collaboration to Build a Stronger Future: We approach this partnership as a collaboration, leveraging our expertise while listening to the insights of those who know their communities best. Together, we can design solutions that not only meet today's needs but also anticipate the challenges of tomorrow.</p> <p>A Catalyst for Positive Change: Through our services, we aim to be a force for positive change, helping public entities achieve operational excellence, protect their people, and create an environment where individuals and businesses can thrive.</p> <p>A Legacy of Impact: We see every project as part of a larger legacy. By investing in the success of public entities, we contribute to a ripple effect that touches families, businesses, and the fabric of society. Our success is not measured merely by deliverables but by the enduring value we help create for the communities we serve.</p> <p>At WHA Insurance, we don't just aim to fulfill contractual obligations; we aim to elevate the mission of public service. By aligning our work with the needs of public entities and the aspirations of the people they represent, we commit to building stronger, safer, and more prosperous communities together.</p>	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Please see uploaded financial statements for demonstration of WHA Insurance's financial strength and stability.	*
14	What is your US market share for the Solutions that you are proposing?	1.25% of the US market share, according to most current census of US public entities.	*
15	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	None; Our organization, as well as any possible Responsible Party, has not been involved in any current or completed bankruptcy proceedings within the past seven years. Should any such situation arise during the pendency of this RFP evaluation, we will notify Sourcewell in writing immediately.	*
16	How is your organization best described: is it an agency, broker, etc?	Broker, Third-Party Administrator, Consultant.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	National Insurance Producer Registry Licenses for all our agents and the agency itself. Oregon Residence Insurance Producer License for all our agents and the agency itself. Nonresident Insurance Producer Licenses for all our agents and the agency itself.	*

18	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	None; Our organization, as well as any possible Responsible Party, has not been subject to any current or past debarments or suspensions within the past seven years. Should any such status occur during the pendency of this RFP evaluation, we will promptly notify Sourcewell in writing.	*
19	Describe any relevant industry awards or recognition that your company has received in the past five years.	Insurance Business Review Agency of the Year 2024; Oregon's Healthiest Workplace (consecutive years); Recognized as top three lowest loss ratio broker for CIS and SDAO insurance pool members;	*
20	What percentage of your sales are to the governmental sector in the past three years?	95%	*
21	What percentage of your sales are to the education sector in the past three years?	5%	*
22	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	None; Our organization does not currently hold any state or cooperative purchasing agreements.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None; Our organization does not currently hold any GSA contracts or Standing Offers and Supply Arrangements (SOSA).	*

Table 2B: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Clackamas River Water	Adora Campbell	(503) 722-9226	*
Jackson County Fire District 3	Stacy Maxwell	(541) 826-7100	*
Lincoln County	Gina Lekas	(541) 265-0217	*
Lane Transit District	Dave Lindelien	(541) 682-6152	
Dallas School District 2	Tami Montague	(503) 623-5594 ext. 1224	

Table 3: Ability to Sell and Deliver Solutions (200 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	25 and growing to demand	*
26	Describe the network of agents, brokers, and consultants who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>WHA Insurance employs a robust network of highly qualified agents, brokers, and consultants who specialize in serving public sector entities, with a particular emphasis on first responders, special districts, and municipalities. This network operates with deep regional expertise, ensuring customized solutions for clients across the country. Our network includes:</p> <p>Internal Experts: Each client is assigned a dedicated Account Executive and Service Team to oversee policy placement, renewal strategy, and day-to-day support.</p> <p>Specialized Consultants: We leverage in-house risk management specialists, safety consultants, and wellness experts to provide tailored risk mitigation strategies.</p> <p>Industry Collaborations: WHA partners with top-tier national insurance carriers, Association of Governmental Risk Pools (AGRIIP), National Special Districts Association (NSDA), and specialized programs like Special Districts Association of Oregon (SDAO), Citycounty Insurance Services (CIS), Enduris, CIAW, ICRMP, and so many more to deliver bespoke coverage solutions.</p> <p>Client-Centric Distribution: All solutions are delivered directly through our agency's centralized operations, ensuring consistency and accountability.</p>	*
27	Service force.	50 and growing to demand	*

28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>WHA Insurance provides a streamlined ordering process that simplifies the acquisition of insurance products and services. The process involves the following steps:</p> <p>Initial Consultation: WHA's agents conduct a thorough needs assessment with the client to identify coverage gaps, exposures, and priorities.</p> <p>Proposal Development: WHA creates a detailed proposal outlining coverage options, carrier recommendations, and premium costs.</p> <p>Client Approval: The client reviews the proposal, and our team collaborates to finalize selections.</p> <p>Policy Issuance: WHA liaises directly with insurance carriers to issue policies and endorsements.</p> <p>Ongoing Support: The assigned Account Executive oversees any mid-term policy changes, endorsements, or claims management.</p> <p>Distributors or dealers are not involved in the process, ensuring a direct relationship between WHA, the client, and the insurance carriers.</p>	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>WHA Insurance prides itself on a comprehensive and responsive customer service program, designed to exceed client expectations. Key elements include:</p> <p>Dedicated Service Teams: Each client is assigned a dedicated Account Executive and Service Representative to ensure personalized attention.</p> <p>Rapid Response Commitments: We guarantee a response to all client inquiries within 24 hours, with urgent matters addressed immediately.</p> <p>Proactive Client Support: Regular check-ins, quarterly reviews, and renewal strategy meetings ensure ongoing satisfaction.</p> <p>Claims Advocacy: WHA provides hands-on claims assistance, including liaison services with carriers and risk pools to expedite resolutions.</p> <p>Performance Metrics: We track response times, resolution rates, and customer satisfaction scores to maintain high standards. Incentives like performance-based bonuses for service teams ensure goals are met consistently.</p>	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	WHA Insurance is fully capable and eager to provide our products and services to Sourcewell participating entities. Our experience with public sector clients, including school districts, utility districts, municipalities, first responder districts, park & rec districts, and all other kinds of special districts, demonstrates our ability to deliver scalable solutions tailored to the unique needs of Sourcewell entities.	*
31	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	All participating entities will have full access to WHA Insurance's solutions. Our agency specializes in providing comprehensive coverage across various public and private sectors, and we have no restrictions based on entity type.	*
32	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	WHA Insurance can extend services to Hawaii and Alaska, subject to the licensing and regulatory requirements of these jurisdictions. We would work collaboratively to meet any additional compliance or logistical needs.	*
33	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, WHA Insurance is fully committed to extending the terms of any awarded master agreement to nonprofit entities, recognizing their critical role in serving communities. We currently broker and consult dozens of national, regional, and state nonprofit associations.	*
34	In which states does your organization hold agency or individual insurance licenses?	WHA Insurance holds agency and individual licenses in all 50 states as required by client needs.	
35	What region of the United States does your organization primarily serve? List the number of public sector clients your organization serves in each state.	<p>WHA Insurance primarily serves the Pacific Northwest, with a strong concentration of clients in Oregon, Washington, and Idaho. Public sector client distribution includes:</p> <p>Oregon: Over 400 public entities, including municipalities, utility districts, first responder districts, school districts, and special districts.</p> <p>Washington: 25+ public entities.</p> <p>Idaho: 1 public entity.</p> <p>We broker first responder associations throughout the US in 20+ states.</p>	
36	What lines of insurance coverage does your organization offer public sector?	<p>WHA Insurance offers the following lines of coverage to public sector clients:</p> <ul style="list-style-type: none"> Property and casualty General liability Workers' compensation Cyber liability Errors and omissions (E&O) Directors and officers (D&O) Employee benefits (medical, dental, vision, etc.) Specialized risk pools for first responders and public safety entities Excess and Surplus Lines 	

37	How many insurance carrier appointments does your organization have that have a current appetite for public sector? Please identify the number of carriers appointments by line of coverage your organization is offering on this contract.	WHA Insurance holds appointments with over 140 carriers specializing in public sector insurance. Examples include: Workers' Compensation: 22 Property & Casualty: 68 Employee Benefits: 30
38	Does your agency represent any clients that participate in government risk pools for either employee benefits or property/casualty? If so, how do your services change, alter, or coordinate with services offered by the risk pool?	Yes, WHA Insurance represents numerous clients participating in risk pools like SDAO, PACE, Enduris, CIAW, and CIS. Our services complement risk pool offerings by: Providing independent consulting and analysis. Identifying coverage gaps and recommending supplemental policies. Advocating for clients during claims processes. Extensive and comprehensive risk management consulting.
39	Describe how your agency regularly communicates and provides educational opportunities to your producing salesforce?	WHA Insurance emphasizes continuous professional development through: Carrier specific training courses. Sale strategy training (e.g., Dale Carnegie, The Wedge) Weekly internal training sessions. Quarterly industry updates. Attendance at conferences (e.g., AGRiP, PRIMA). Access to online training portals and certifications.
40	What local agency team specialists are available to work directly with public agencies?	Our local team includes: Account Executives: Manage client relationships and strategy. Risk Managers: Provide on-site risk assessments and mitigation plans. Claims Advocates: Assist with claims processing and resolutions. Employee Benefits Consultants: Tailor benefit programs to public sector needs.

Table 4: Marketing Plan (125 Points)

Line Item	Question	Response *
41	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>WHA Insurance employs a targeted, multi-channel marketing strategy that highlights our deep expertise in the insurance and risk management needs of specialized sectors such as first responders, water districts, and public sector entities. Key elements of our approach include:</p> <p>Targeted Outreach: Utilizing our robust database of contacts in relevant industries, we deliver customized email campaigns, personalized mailings, and follow-up calls tailored to the unique needs of potential clients.</p> <p>Content Marketing: Producing thought leadership pieces, case studies, and whitepapers that showcase our successful partnerships with similar organizations and demonstrate our unique value proposition.</p> <p>Trade Association Engagement: Leveraging our connections with industry groups such as AGRiP and regional insurance pools like SDAO, CIS, CIAW, and Enduris to promote opportunities and connect with potential clients during conferences, webinars, and association newsletters.</p> <p>Online Marketing: Employing search engine optimization (SEO), pay-per-click advertising, and a dynamic website that highlights our specialized services, client testimonials, and interactive tools to guide prospective clients toward the best insurance solutions.</p> <p>Referral Networks: Collaborating with existing clients and partners to expand awareness of our services through word-of-mouth recommendations and formalized referral programs.</p>

42	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>WHA Insurance integrates cutting-edge technology and data-driven strategies to maximize our marketing effectiveness. Our approach includes:</p> <p>Social Media: Active presence on LinkedIn, Facebook, and industry-specific forums to share relevant content, engage with clients and stakeholders, and promote our services to targeted audiences.</p> <p>Analytics and Metadata: Leveraging Google Analytics and customer relationship management (CRM) platforms to track engagement metrics, identify behavioral patterns, and optimize campaigns for specific client segments.</p> <p>Digital Advertising: Utilizing geotargeting and keyword metadata to focus digital ads on areas and industries where our services are most relevant.</p> <p>Automation: Employing marketing automation platforms to deliver personalized content at scale, ensuring that each client receives information tailored to their specific needs and timing.</p> <p>Virtual Events: Hosting webinars, online workshops, and live Q&A sessions to engage with prospective clients and showcase our expertise in addressing sector-specific challenges.</p> <p>These technological tools enable us to maximize reach, measure performance, and continuously refine our marketing strategies for optimal outcomes.</p>	*
43	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>Sourcewell plays a pivotal role as a facilitator and promoter of agreements by:</p> <p>Credibility Building: Establishing trust with potential clients by vetting and awarding agreements to qualified providers like WHA Insurance.</p> <p>Marketing Support: Amplifying awareness through Sourcewell's existing network, online platforms, and communication channels.</p> <p>Simplifying Procurement: Offering streamlined processes and ensuring compliance with public procurement regulations, which makes it easier for clients to adopt our solutions.</p> <p>To integrate a Sourcewell-awarded agreement into our sales process, we will:</p> <p>Align Messaging: Highlight Sourcewell's endorsement in our marketing materials, emphasizing its credibility and procurement benefits.</p> <p>Train Our Team: Educate our sales and client service teams on the specifics of the Sourcewell agreement to ensure consistent messaging and seamless adoption.</p> <p>Collaborate with Sourcewell: Work closely with Sourcewell's marketing team to co-develop promotional content, participate in joint events, and leverage their network to maximize outreach.</p> <p>Simplify Client Engagement: Streamline the client onboarding process by using Sourcewell's pre-approved agreements, ensuring compliance and reducing administrative burdens.</p>	*
44	Describe your insurance marketing philosophy and strategy for making carrier or solution recommendations?	<p>WHA Insurance's marketing philosophy is built on the principles of trust, transparency, and tailored solutions. Our strategy for making carrier or solution recommendations involves:</p> <p>Comprehensive Needs Assessment: Engaging in in-depth consultations with clients to understand their risks, priorities, and goals.</p> <p>Market Analysis: Continuously analyzing the insurance market to identify carriers and solutions that align with client needs, focusing on financial stability, claims handling, and industry expertise.</p> <p>Client-Centric Recommendations: Presenting options based on what provides the best value, coverage, and risk management for the client—not simply the lowest cost.</p> <p>Transparency: Clearly explaining the rationale behind our recommendations, including any potential drawbacks or limitations.</p> <p>Ongoing Evaluation: Regularly revisiting and updating recommendations as client needs and market conditions evolve.</p>	

45	Describe in detail the procurement process your agency would conduct on behalf of public sector clients.	<p>Our procurement process for public sector clients is designed to ensure compliance, transparency, and value:</p> <p>Initial Assessment: Conduct a thorough evaluation of the client's needs, current coverage, and risk exposures.</p> <p>Request for Proposal (RFP) Preparation: Draft and issue a comprehensive RFP that outlines the client's requirements, ensuring adherence to public procurement standards.</p> <p>Market Outreach: Identify and engage with qualified carriers, leveraging our extensive network to attract competitive bids.</p> <p>Bid Evaluation: Assess proposals based on predefined criteria such as coverage scope, pricing, carrier reputation, and claims service.</p> <p>Recommendation and Selection: Present findings to the client, providing clear comparisons and a rationale for our recommendations.</p> <p>Implementation: Facilitate contract execution, ensuring seamless integration with the client's operations.</p> <p>Ongoing Management: Monitor carrier performance, manage renewals, and provide continuous support to ensure long-term client satisfaction.</p>
46	Does your organization charge a fee to insurance carriers, technology platforms, point solutions or any other company in order for those companies to receive opportunities from your organization?	No, WHA Insurance does not charge a fee to insurance carriers, technology platforms, point solutions, or any other companies to receive opportunities from our organization. Our recommendations and engagements are based solely on the merit of the solutions and their alignment with our clients' needs, ensuring impartiality and trustworthiness.

Table 5A: Value-Added Attributes (50 Points, applies to Table 5A and 5B)

Line Item	Question	Response *
47	Describe any training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>WHA Insurance offers a suite of comprehensive training programs tailored to the needs of Sourcewell participating entities. These programs are designed to enhance risk management, compliance, safety, and employee well-being. Key features include:</p> <p>Standard Training Programs: Offered at no additional cost and include: Risk Management Essentials: Covers foundational principles for minimizing exposure. Workers' Compensation Best Practices: Training on injury prevention, claim management, and cost containment. Regulatory Compliance: Focused on OSHA, labor laws, and industry-specific regulations.</p> <p>Optional Training Programs: Available at a negotiated cost or incorporated into a broader service agreement. Examples include: Customized leadership workshops for executive teams. Advanced safety programs designed for high-risk sectors (e.g., first responders).</p> <p>Delivery Method: In-person by WHA's team of subject matter experts. Online modules via a dedicated learning management system. Hybrid options, allowing flexibility for client scheduling.</p> <p>Cost Structure: Standard training programs are included for Sourcewell members. Optional programs are billed based on scope and scale.</p>
48	Describe any technological advances that your proposed Solutions offer.	<p>WHA Insurance leverages cutting-edge technology to provide efficient and effective solutions, including:</p> <p>Custom Online Portals: A centralized hub for policy management, claims tracking, and reporting.</p> <p>AI-Driven Risk Assessments: Utilizes predictive analytics to identify potential risk areas before they become critical.</p> <p>Telehealth Services Integration: Embedded in employee benefits plans for accessible health consultations.</p> <p>Interactive Safety Training Modules: Gamified online learning for employees to enhance engagement and retention.</p> <p>Real-Time Data Dashboards: Provides clients with actionable insights into claims trends, compliance gaps, and safety metrics.</p>

49	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	WHA Insurance actively incorporates sustainability into its operations and solutions. Key initiatives include: Paperless Communication: Transitioned all client and employee communications to digital formats, certified by the Forest Stewardship Council (FSC). Eco-Friendly Office Practices: Reduced energy consumption by implementing LEED-certified standards in office spaces. Partnership with Green Insurers: Collaborates with carriers promoting renewable energy projects and environmentally responsible underwriting practices.	*
50	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	WHA Insurance stands out in the industry through the following unique attributes: Industry Expertise: Decades of specialized experience with public sector clients, including first responders, special districts, and governmental organizations. Custom Solutions: Tailored risk management strategies for diverse needs. Integrated Services: Combining insurance brokerage with wellness programs, safety training, and compliance tools. Client-Centric Philosophy: Proactive communication through quarterly updates, newsletters, and one-on-one consultations. Innovative Technology: AI-driven tools and client portals, setting new industry standards.	*
51	Describe how you stay current with ethics and public sector procurement requirements.	WHA Insurance adheres to the highest standards of ethics and procurement through: Regular Training: Staff participate in ethics and public procurement workshops offered by the National Institute of Governmental Purchasing (NIGP). Policy Reviews: Continuous monitoring of regulatory updates to ensure all practices align with public procurement laws. Third-Party Audits: Engages independent auditors to review compliance with procurement standards.	
52	Do you provide employee communication services for your clients' employees? If so, provide a general description of your capabilities. Also include a sample of employee communication materials that you have distributed to other clients.	Yes, WHA Insurance offers robust employee communication services, including: Capabilities: Customized employee newsletters. Educational materials on benefits, safety, and compliance. Open enrollment support. Sample Materials: Wellness program flyers. Interactive guides for benefits education.	
53	What resources do you provide to help your clients remain compliant?	WHA Insurance provides resources such as: Compliance Audits: Annual reviews of client policies and practices. Online Compliance Libraries: Up-to-date information on state and federal regulations. Dedicated Compliance Consultants: On-call experts for real-time support.	
54	What types of materials can you provide to communicate pertinent information to client's employees?	We provide various materials, including: Infographics, brochures, and guides. Safety training posters. Videos on compliance and wellness topics.	
55	Do you have any internet-based employee communication tools?	Yes, WHA Insurance offers: Employee portals for benefits and claims. Mobile apps for 24/7 access to resources. Online learning platforms for safety and compliance training.	
56	What safety training assistance does your firm provide?	We provide: On-site safety workshops. Virtual training on OSHA compliance. Tailored programs for specific industries, such as fire departments, water districts, and many more. Please see Risk Management brochure for list of all risk management services.	
57	How does your firm ensure compliance with regulatory requirements?	WHA Insurance ensures compliance through: Regular policy reviews and updates. Partnerships with legal and regulatory experts. Training programs focused on compliance for employees and management.	

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
58	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a	*
59		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a	*
60		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a	*
61		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a	*
62		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a	*
63		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a	*
64		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a	*
65		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a	*
66		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
67	Describe your payment terms and accepted payment methods.	<p>WHA Insurance offers flexible payment terms tailored to client needs. Standard terms include Net 30 days from the invoice date, but customized terms can be negotiated for specific agreements or large-scale projects. Accepted payment methods include:</p> <p>Electronic Funds Transfer (EFT) ACH Payments Credit Cards (Visa, MasterCard, AMEX; subject to processing fees) Checks</p> <p>We also facilitate online payment portals for convenience, ensuring clients can manage and track their payments securely and efficiently.</p>	*

68	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	WHA Insurance employs standardized documents to streamline transactions while maintaining transparency and compliance. These include: Service Level Agreements (SLAs): Outline performance benchmarks and timelines. Terms and Conditions Agreements: Specify obligations, liabilities, and expectations for all parties. Order Forms: Capture specific services requested by clients. Non-Disclosure Agreements (NDAs): Protect confidential information.	*
69	Describe your billing process.	WHA Insurance's billing process is designed for accuracy and clarity. Steps include: Pre-Billing Agreement: Clients receive a detailed summary of costs before services are initiated. Invoice Generation: Invoices are issued monthly, itemizing all charges, including service fees, administrative costs, and any applicable taxes. Client Review: Clients are given a five-business-day window to review and address discrepancies. Payment Reminder System: Automated reminders are sent for upcoming or overdue payments. Invoices can be accessed through our secure client portal, where clients can also view payment history.	*
70	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	For non-contracted or "open market" items, WHA Insurance proposes the following: We itemize the risk management consulting services and they go at open market rate a la carte. The Sourcewell discounted price is 15% discount, which is the maximum discount. Insurance brokerage services are either commissions in accordance with state laws and carrier allowance OR flat fee typically based on a percentage of total insurance coverages premium between 6-12% depending on scope of work.	*
71	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	WHA Insurance typically offers a 5%-15% discount from standard pricing, depending on service category and client volume. For example: Small public entities: 5%-10% discount. Larger districts or entities with multi-service contracts: 10-15% discount. Exact percentages are tailored to the scope and duration of the engagement.	*
72	Describe any quantity or volume discounts or rebate programs that you offer.	We provide: Volume Discounts: Larger engagements or bundled services qualify for additional discounts, starting at 10% for contracts exceeding \$500,000 annually. Rebate Programs: Offered to clients who commit to multi-year agreements, ranging from 1%-3% of annual premiums returned as rebates. Again, all subject to state laws.	*
73	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	For non-contracted or "open market" items, WHA Insurance proposes the following: Cost-Plus Pricing Model: Services are provided at cost. Custom Quotes: For specialized needs, quotes are generated within 48-72 hours, ensuring responsiveness. Depended on the detail of then submitted scope This approach allows clients to access services or products not originally listed in the agreement while maintaining competitive pricing.	*
74	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	None, n/a.	*

75	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	WHA Insurance employs a robust self-audit process: Quarterly Internal Audits: Ensure compliance with Sourcewell pricing and service agreements. Client Feedback Surveys: Used to validate alignment with contractual obligations.	*
76	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Examples of metrics WHA Insurance tracks include: Client Retention Rates Service Response Times Client Satisfaction Scores Growth in Service Utilization These metrics enable WHA Insurance to continually refine its approach and demonstrate value.	*
77	Does your organization agree to disclose all fees, commissions, and other forms of revenue generated by serving public sector clients?	WHA Insurance fully agrees to disclose all fees, commissions, and revenue generated from serving public sector clients. Transparency is a core value, and detailed disclosure documents are provided with all contracts.	
78	Does your firm assist public agencies with state specific discount programs?	WHA Insurance has extensive experience assisting public agencies in navigating and utilizing state-specific discount programs. This includes: Analyzing Eligibility: Ensuring compliance with program requirements. Application Support: Assisting in the submission of required documentation. Tracking Benefits: Monitoring utilization to ensure maximum savings.	
79	Provide an example of fee or commission disclosure documents provided to your clients.	A sample disclosure document is included, detailing: Service Fees based on risk management services provided. Commission Percentages based on state laws, carrier requirements, and calculated as a percentage of the total insurance coverage premiums. Net of commission / flat fee based on if state laws permit flat fee negotiations with insured. This document is client-specific and ensures all costs are visible upfront.	
80	Provide a proposed Administration Fee payable to Sourcewell. THE PROPOSED ADMINISTRATION FEE SHALL NOT BE CONSIDERED COMMISSIONS AND SHOULD NOT BE PAID TO SOURCEWELL AS COMMISSIONS. Proposers awarded a master agreement are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting master agreements. Sourcewell does not solicit insurance products and services on behalf of awarded suppliers. The solicitation, placement, and servicing of insurance remains the role of awarded suppliers and their distribution channels. Therefore, the proposed administration fee shall not be considered commissions and should not be paid to Sourcewell as commissions. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all products or services made during a calendar quarter and is typically one percent (1%) to two percent (2%). Sourcewell is open to multiple structures that may include flat fee per transaction or percentage of total sales volume and this is purposed in the questionnaire portal of your RFP response.	As by law, WHA Insurance proposes an administrative fee of 2% of total sales to participating Sourcewell entities. This fee reflects the standard within the industry and supports Sourcewell's facilitation of master agreements. Fees will be remitted quarterly and will not be considered commissions.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
81	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	As an insurance brokerage, WHA Insurance operates in full compliance with state laws governing carrier commissions. These laws vary by state and often dictate how brokers are compensated for servicing public entities. In some cases, our compensation is based on fixed commission structures established by the carrier. When consulting, we provide a transparent, fixed fee for the services rendered, ensuring clarity and alignment with our clients' needs. Where state laws permit negotiation of broker commissions, we advocate for a below-market, net-of-commissions fee structure, providing cost savings and flexibility for our clients. This tailored approach ensures that our services remain compliant, competitive, and designed to deliver maximum value to public entities, regardless of jurisdictional variations.

Table 7A: Depth and Breadth of Offered Solutions (125 Points, applies to Table 7A and 7B)

Line Item	Question	Response *
82	Provide a detailed description of all the Solutions offered offered in the proposal.	WHA Insurance offers a full spectrum of insurance brokerage and risk management solutions tailored for public entities, including property/casualty insurance, employee benefits, workers' compensation, safety and wellness programs, claims management, and compliance support. We leverage our deep industry expertise to deliver proactive risk assessments, contract liability analysis, and innovative insurance structures, ensuring our clients achieve fiscal sustainability and comprehensive risk mitigation. Please see Marketing Materials and Risk Management brochure for list of all risk management services.
83	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Property and Casualty Insurance Employee Benefits Solutions Workers' Compensation Programs Safety, Health, and Wellness Programs Claims Management Services Risk Mitigation and Prevention Consulting Compliance and Regulatory Support Technology-Driven Risk Management Tools Training and Education for Public Sector Entities Financial Forecasting and Budget Planning Provider Network and Pharmacy Benefits Analysis Please see Marketing Materials and Risk Management brochure for list of all risk management services.

84	Describe in detail the full complement of risk management services your organization offers to the public sector. Including but not limited to property/casualty, employee benefit, population health management, or community risk management exposures.	<p>WHA Insurance provides a comprehensive suite of risk management services, including:</p> <p>Property/Casualty Risk Management: Tailored insurance coverage, risk assessments, loss prevention strategies, and renewal support.</p> <p>Employee Benefits Administration: Design, implementation, and management of employee benefits programs, including health, dental, vision, and retirement plans.</p> <p>Workers' Compensation Services: Claims management, compliance monitoring, and cost-saving strategies such as proactive claims reporting and injury prevention programs.</p> <p>Population Health Management: Wellness initiatives, health screenings, and data analytics to promote employee well-being.</p> <p>Community Risk Management Exposures: Assessment of public liabilities, development of safety protocols, and community engagement strategies.</p> <p>Please see Marketing Materials and Risk Management brochure for list of all risk management services.</p>
85	What customer service standards can public agencies expect from your organization?	<p>WHA Insurance is committed to delivering:</p> <p>24/7 claims support for urgent matters.</p> <p>A dedicated account management team with expertise in public sector needs.</p> <p>Quarterly reviews and on-demand meetings.</p> <p>Prompt response times: typically within 24 hours for general inquiries and same-day for urgent issues.</p> <p>Regularly scheduled updates on regulatory changes.</p>
86	What reports do you provide your Public Entities and with what frequency?	<p>Our reporting includes:</p> <p>Monthly claims activity reports.</p> <p>Quarterly risk management reviews.</p> <p>Annual executive summary reports.</p> <p>Detailed underwriting analysis at renewal.</p> <p>Financial projections for budgeting and alternative funding analyses.</p> <p>Please see Marketing Materials and Risk Management brochure for list of all risk management services.</p>
87	What inspection or other consulting services to you offer internally or by a 3rd party?	<p>We offer:</p> <p>Internal risk assessments and audits.</p> <p>Safety inspections (e.g., fire safety, fleet maintenance, OSHA-type, drone, testing and measurement tools, third-party software like ESRI and Pix4D).</p> <p>Ergonomic evaluations for workplace safety.</p> <p>Contractual risk transfer analysis.</p> <p>Property Inspections & Hazard Identification</p> <ul style="list-style-type: none"> • Safety Program Review • OR-OSHA Complaint And Citation Review • Safety Committee/Meetings Consultant • Enterprise UAS (drone) with Thermal and Lidar for Mapping, 2D/3D modeling, Surveying • Geospatial Information Systems (GIS) Evaluation & Analysis <ul style="list-style-type: none"> o 2D/3D Mapping, Surveying, Accident Analysis & Hot Spot Analysis, Disaster Management & Mitigation, Flood Damage Estimation, Environmental Impact Analysis, Natural Resources Management, Asset Management & Maintenance, Planning & Community Development, and more. • Criminal Prevention Through Environmental Design (CPTED) • Wellness Fairs • Mental Wellness Consulting <p>Please see Marketing Materials and Risk Management brochure for list of all risk management services.</p>
88	What educational programs or services do you offer specifically for Public Sector?	<p>Our educational offerings include:</p> <p>Seminars on compliance and regulatory updates.</p> <p>Workshops on claims management and cost-containment strategies.</p> <p>Customized training for risk and safety officers.</p> <p>Employee education programs on health and wellness.</p> <p>Please see Marketing Materials and Risk Management brochure for list of all risk management services.</p>
89	How do you stay current with Public Entities needs?	<p>We:</p> <p>Participate in industry forums such as AGRiP and local insurance trade associations.</p> <p>Conduct regular feedback surveys with clients.</p> <p>Attend conferences and training relevant to the public sector.</p>

90	What is your process to identify and correct any challenges Public Entities have with your agency or staff?	<p>We utilize:</p> <p>Quarterly performance reviews with client feedback. A dedicated escalation process for addressing issues. Proactive client check-ins to preempt concerns.</p>
91	Describe the various claims management services, protocols that your organization would make available for public agencies.	<p>Services include:</p> <p>Comprehensive claims tracking and reporting. Early intervention protocols to mitigate claim costs. Coordination with third-party adjusters. Litigation support when necessary.</p>
92	Describe any technology made available to public sector clients.	<p>We provide:</p> <p>Online portals for policy and claims management. Data analytics tools for risk assessments. Resource platform for employee wellness.</p> <p>Please see Marketing Materials and Risk Management brochure for list of all risk management services.</p>
93	Describe your account services department.	<p>Our account services department:</p> <p>Provides dedicated account managers for personalized service. Specializes in public sector needs and compliance requirements. Ensures seamless communication between all stakeholders.</p>
94	What is your process for ensuring customer satisfaction?	<p>We employ:</p> <p>Regular surveys and feedback loops. Monthly check-ins and annual reviews. Continuous training for our team on client satisfaction best practices.</p>
95	What kind of training (industry, internal, computer, other) does your staff receive?	<p>Training includes:</p> <p>Industry-specific certifications. Compliance and regulatory updates. Advanced claims management systems. Client relations and customer service skills.</p>
96	How can you assist in facilitating employee meetings?	<p>We:</p> <p>Provide meeting agendas and supporting materials. Deliver presentations on benefits and risk management solutions. Coordinate with client HR teams for seamless execution.</p>
97	How do you assist in facilitating employee meetings regarding solutions in your proposal?	<p>WHA Insurance uses a comprehensive, structured approach to facilitate employee meetings that ensures engagement, understanding, and alignment on proposed solutions:</p> <p>Customized Agendas: We develop tailored agendas specific to the client's needs, covering solution overviews, implementation timelines, and key benefits for employees.</p> <p>Interactive Presentations: Utilizing modern presentation tools and clear visuals, we ensure information is digestible. Live Q&A sessions are built into the agenda to address concerns immediately.</p> <p>Employee-Centric Communication: Meetings are designed to be accessible, catering to various learning preferences. We provide printed and digital summaries of proposed solutions for easy reference.</p> <p>Educational Materials: Handouts, infographics, and videos are provided to reinforce key points after the meeting.</p> <p>Third-Party Experts: When applicable, we bring in specialists (e.g., wellness advisors, claims analysts) to clarify technical aspects or address specific employee concerns.</p> <p>Follow-Up Support: After meetings, employees can access one-on-one consultations or attend smaller group sessions for further clarification.</p>
98	What resources do you use to analyze and file medical and pharmacy claims?	<p>WHA Insurance employs cutting-edge resources and tools to analyze and file claims effectively:</p> <p>Claims Analysis Software: Platforms such as Zywave and proprietary analytics tools enable real-time tracking, predictive modeling, and cost analysis of claims trends.</p> <p>Pharmacy Benefit Manager (PBM) Integration: Direct coordination with PBMs ensures efficient claim filing and cost analysis of prescription benefits.</p> <p>Data Analytics Teams: Experienced analysts examine claims data to identify trends, anomalies, or areas for cost reduction.</p> <p>Compliance Platforms: These ensure all claims meet federal, state, and HIPAA guidelines.</p> <p>Collaboration with Carriers: We maintain direct communication with carriers to streamline claims management and filing processes.</p>

99	Will your organization complete a provider analysis of physicians, clinics and hospitals that treat our plan participants?	<p>Yes, WHA Insurance performs detailed provider analyses, including:</p> <p>Network Evaluation: We assess the breadth and depth of networks to ensure access to quality care for plan participants.</p> <p>Utilization Analysis: We examine utilization rates of specific providers to identify trends in care delivery.</p> <p>Provider Performance Metrics: Quality metrics such as patient outcomes, satisfaction scores, and cost efficiency are reviewed.</p> <p>Gaps in Coverage Identification: We pinpoint areas where network improvements are needed to meet participant needs.</p> <p>Recommendations: Comprehensive reports include insights and actionable recommendations.</p>
100	What resources do you have available to help public sector client's manage benefits and outline a benefits strategy consistent with current and future business plans?	<p>WHA Insurance provides a robust suite of resources tailored to public sector clients:</p> <p>Strategic Planning Tools: Customized roadmaps align benefit strategies with fiscal goals and workforce needs.</p> <p>Analytics Platforms: Tools like benchmarking software allow comparison with industry standards.</p> <p>Expert Consultants: Dedicated public sector advisors bring specialized knowledge.</p> <p>Educational Programs: Workshops and webinars keep stakeholders informed.</p> <p>Compliance Monitoring: Ongoing support ensures adherence to evolving regulations.</p>
101	How can you help governments develop cost projections tied to their fiscal goals?	<p>WHA Insurance leverages industry expertise and advanced forecasting tools to develop precise cost projections:</p> <p>Historical Data Analysis: Reviewing past trends to anticipate future needs.</p> <p>Economic Modeling: Tools like actuarial analysis and scenario planning.</p> <p>Custom Reporting: Detailed financial impact reports that align with fiscal calendars.</p> <p>Cost-Control Recommendations: Implementing strategies like self-funding or tiered coverage.</p>
102	How will you help with the management of insurance, including: monthly (or quarterly) supervision and/or preparation of claims activity reports from carriers; executive summary reports; underwriting analysis for annual renewals; annual financial projections for budgeting purposes; and alternative funding analyses?	<p>WHA Insurance provides end-to-end insurance management support:</p> <p>Claims Activity Reports: Regularly reviewed for accuracy and trends.</p> <p>Executive Summaries: Tailored for leadership with key insights and actionable data.</p> <p>Renewal Underwriting Analysis: Data-driven recommendations for renewals.</p> <p>Budgeting Projections: Annual and multi-year forecasts.</p> <p>Alternative Funding: Feasibility analysis for models like self-insurance.</p>
103	How does your firm stay current with state regulations that impact multi-state employers?	<p>WHA Insurance uses multiple strategies:</p> <p>Regulatory Monitoring Platforms: Tools like Zywave track changes across states.</p> <p>Legal Partnerships: Ongoing collaborations with legal experts ensure timely updates.</p> <p>Training and Certifications: Staff regularly attend industry workshops.</p> <p>Association Memberships: Active participation in organizations like AGRiP.</p>
104	Will your firm notify your client of changes in federal and/or local laws that would affect us?	<p>Yes, WHA Insurance is proactive in notifying clients of regulatory changes through:</p> <p>Legislative Alerts: Real-time updates on significant changes.</p> <p>Monthly Newsletters: Summarizing regulatory shifts.</p> <p>One-on-One Consultations: Discussing the specific impact on clients.</p>
105	Explain what steps you have taken to become HIPAA compliant.	<p>WHA Insurance ensures HIPAA compliance through:</p> <p>Data Security Measures: Encryption, secure servers, and restricted access protocols.</p> <p>Employee Training: Regular mandatory training sessions on HIPAA regulations.</p> <p>Audits: Annual third-party audits to identify vulnerabilities.</p> <p>Compliance Policies: Clear documentation of all HIPAA-related procedures.</p>
106	What is your process for measuring the success or failure of a wellness program?	<p>WHA Insurance uses the following metrics to evaluate wellness programs:</p> <p>Participation Rates: Tracking employee engagement over time.</p> <p>Health Outcomes: Comparing pre- and post-program health metrics.</p> <p>Claims Data: Assessing reductions in healthcare costs.</p> <p>Employee Feedback: Surveys to gauge satisfaction and perceived value.</p> <p>ROI Analysis: Quantifying the financial return relative to investment.</p>

107	Describe how you keep your clients abreast of employment laws in a timely manner.	<p>At WHA Insurance, we proactively monitor legislative and regulatory changes at federal, state, and local levels to keep clients informed of relevant employment laws. Key measures include:</p> <p>Quarterly Briefings and Industry Updates: We host webinars and publish newsletters that summarize significant legislative updates and their potential impact on our clients' operations.</p> <p>Customized Alerts: Clients receive tailored email alerts for urgent updates, such as changes in OSHA standards, wage and hour regulations, or EEOC guidelines.</p> <p>Access to Legal Expertise: Through our partnerships with specialized employment attorneys and HR consultants, we provide interpretive guidance on complex legislation.</p> <p>Training Workshops: We organize training sessions and compliance workshops for HR teams and executives to help them implement necessary changes.</p> <p>HR Online Tools: Our online platform includes compliance checklists, updates on employment laws, and access to training modules that align with legal requirements.</p> <p>We ensure our updates are delivered in plain language and coupled with actionable recommendations to simplify compliance.</p>
108	What types of materials can you provide to communicate pertinent information to client's employees?	<p>We provide a wide range of materials tailored to the specific needs of our clients' employees, including:</p> <p>Employee Handbooks: Custom-designed handbooks that integrate company policies, benefits information, and compliance details.</p> <p>Educational Flyers and Posters: Visual aids covering topics like workplace safety, anti-discrimination policies, and employee benefits, formatted to meet federal and state requirements.</p> <p>Online Training Modules: E-learning tools on topics such as harassment prevention, safety protocols, and workers' compensation processes.</p> <p>Monthly Newsletters: These include updates on benefits programs, wellness tips, and any changes to company-provided coverage.</p> <p>Interactive FAQs: Custom-created FAQ documents addressing common employee concerns regarding insurance, benefits, or legal obligations.</p> <p>Video Tutorials: Explainer videos tailored to client needs, such as understanding open enrollment or submitting a workers' compensation claim.</p> <p>All materials are designed to be accessible, engaging, and aligned with the client's communication strategy.</p>
109	What provisions do you offer for after-hours claims support?	<p>WHA Insurance offers robust after-hours claims support to ensure our clients receive assistance when they need it most:</p> <p>24/7 Claims Reporting Hotline: Our dedicated claims team is available around the clock via a toll-free hotline to guide clients through urgent issues.</p> <p>Online Claims Portal: Clients can submit and track claims through our secure portal, available 24/7.</p> <p>On-Call Adjusters: For complex or large-scale incidents, we can activate a team of adjusters outside regular business hours.</p> <p>Catastrophic Event Response: During emergencies, such as natural disasters or workplace fatalities, we deploy dedicated support teams to assist with immediate claims processing and coordination.</p> <p>Personalized Communication: Key contacts within WHA Insurance are available for high-priority clients to ensure seamless after-hours communication.</p> <p>Our after-hours services are designed to minimize downtime, expedite claim resolution, and provide peace of mind for our clients.</p>
110	How does your firm assist in analyzing NCCI EMOD calculations?	<p>We use a meticulous and data-driven approach to help clients understand and optimize their NCCI Experience Modification Factor (EMOD):</p> <p>Detailed EMOD Analysis: We review all factors impacting the EMOD calculation, including payroll, classifications, and loss history, to identify inaccuracies or opportunities for improvement.</p> <p>Loss Trend Analysis: Our team assesses patterns in loss frequency and severity to develop strategies that reduce future claims.</p> <p>Benchmarking: We compare the client's EMOD against industry averages to identify performance gaps.</p> <p>Proactive Claims Management: By collaborating with claims adjusters, we ensure accurate reporting and timely closure of claims to positively influence the EMOD.</p> <p>Strategic Recommendations: We provide actionable recommendations, such as safety program enhancements, to lower the EMOD over time.</p> <p>Our expertise in workers' compensation analytics allows clients to take control of their EMOD and reduce premium costs effectively.</p>

111	Explain how your firm assists with proactive budgetary projections prior to policy renewal?	<p>WHA Insurance provides detailed budget forecasting to help clients plan for their insurance costs:</p> <p>Pre-Renewal Consultation: We meet with clients well in advance of renewal to review current policies, claims history, and market conditions.</p> <p>Claims Trend Forecasting: We analyze historical claims data to predict future costs and recommend budget allocations accordingly.</p> <p>Market Analysis: Our team evaluates industry trends and provides insights into premium rate changes, underwriting criteria, and coverage availability.</p> <p>Alternative Coverage Scenarios: We present multiple renewal options, highlighting cost implications for each.</p> <p>Custom Reports: Clients receive comprehensive reports, including premium breakdowns, deductible analyses, and expected out-of-pocket costs.</p> <p>This proactive approach ensures clients are prepared for financial planning and operational decision-making.</p>
112	What services does your firm provide for audit assistance?	<p>WHA Insurance offers comprehensive audit support to ensure accuracy and compliance during premium audits:</p> <p>Pre-Audit Preparation: We review payroll records, classifications, and prior audits to identify discrepancies or potential issues.</p> <p>Audit Representation: Our team attends audits on behalf of the client to advocate for fair and accurate outcomes.</p> <p>Post-Audit Review: We analyze audit results, challenge inaccuracies, and negotiate adjustments with the carrier if needed.</p> <p>Educational Support: We provide training and guidance to clients on maintaining proper documentation and avoiding future audit errors.</p> <p>These services minimize disruptions and ensure audits are conducted smoothly and accurately.</p>
113	Provide an example of how your firm has helped a Public Sector Entity with claims management?	<p>We assisted a large municipal fire department with managing a complex workers' compensation claim involving a catastrophic injury:</p> <p>Initial Response: Our team immediately engaged with the injured employee, medical providers, and the insurer to coordinate care and streamline reporting.</p> <p>Claim Oversight: We maintained regular contact with the adjuster to ensure timely resolution and mitigated delays in benefit payments.</p> <p>Return-to-Work Program: We developed a transitional duty plan that allowed the employee to return to work in a modified capacity, reducing lost time and associated costs.</p> <p>Outcome: The claim was resolved efficiently, minimizing the impact on the department's EMOD and budget.</p> <p>Our hands-on approach not only improved outcomes for the injured employee but also reinforced the department's commitment to effective risk management.</p>
114	Provide an example of how your firm has helped a public entity to save money Workers Compensation?	<p>We partnered with a regional water district to reduce its workers' compensation costs by addressing high EMOD factors:</p> <p>Comprehensive Safety Program: We conducted a risk assessment and implemented a targeted safety training program to reduce workplace injuries.</p> <p>Claim Closure Strategy: By collaborating with adjusters, we expedited the closure of open claims that negatively impacted the EMOD.</p> <p>Class Code Optimization: We reviewed payroll classifications to ensure accurate reporting, resulting in significant premium adjustments.</p> <p>Result: Over a three-year period, the district reduced its EMOD by 0.25 points, saving over \$150,000 in annual premiums.</p> <p>This example underscores our ability to deliver measurable cost savings through proactive risk management and strategic planning.</p>

Table 7B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
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115	Insurance Policy Placement along with solicitations	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>WHA Insurance specializes in insurance policy placement and solicitation services tailored to meet the unique needs of our clients, particularly first responders, public entities, and special districts. Our approach includes:</p> <p>Comprehensive Market Analysis: We evaluate all major insurance carriers, including specialty markets, to ensure the best fit for coverage and pricing.</p> <p>Tailored Solicitations: WHA drafts detailed solicitations targeting insurance providers with a proven record of serving clients in high-risk industries such as first responders and public safety.</p> <p>Vendor Relationships: Our longstanding partnerships with carriers ensure access to exclusive programs and preferred rates.</p> <p>Client Advocacy: We negotiate terms, conditions, and rates, ensuring our clients receive coverage aligned with their risk profile and operational requirements.</p> <p>Please see Marketing Materials and Risk Management brochure for list of all risk management services.</p>	*
116	Comprehensive Risk Analysis	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>WHA Insurance employs a systematic and thorough process for conducting risk analysis, ensuring clients have a clear understanding of their vulnerabilities and potential liabilities:</p> <p>Risk Identification: Detailed assessments of physical, operational, and financial risks, with a focus on industry-specific exposures.</p> <p>Data-Driven Approach: Utilizing analytics tools to evaluate historical claims data, emerging risks, and industry trends.</p> <p>Customized Reporting: We provide a comprehensive risk analysis report outlining findings, recommended actions, and potential insurance solutions.</p> <p>Ongoing Support: Quarterly updates and reviews ensure the risk management strategy evolves with our clients' needs.</p> <p>Please see Marketing Materials and Risk Management brochure for list of all risk management services.</p>	*

117	Claims Prevention and Mitigation	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Preventing and mitigating claims is at the core of WHA's risk management philosophy:</p> <p>Training Programs: We develop and deliver client-specific training on hazard identification, safety protocols, and compliance requirements.</p> <p>Prevention Strategies: Our team identifies trends in claims history and implements proactive measures, such as ergonomic improvements or updated safety procedures.</p> <p>Mitigation Services: In the event of a claim, we assist clients in minimizing financial and operational impacts through rapid response and expert negotiation.</p> <p>Please see Marketing Materials and Risk Management brochure for list of all risk management services.</p>	*
118	Incident Response and Recovery	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>WHA provides robust incident response and recovery services to help clients manage crises effectively:</p> <p>Emergency Preparedness Planning: Comprehensive plans to address a variety of potential incidents, including natural disasters, workplace injuries, and data breaches.</p> <p>Rapid Response Team: Access to experts who coordinate immediate actions, from notifying carriers to deploying crisis communication strategies.</p> <p>Recovery Support: Post-incident evaluations and recommendations to improve resiliency and prevent recurrence.</p> <p>Business Continuity: Guidance on maintaining operations during disruptions and ensuring compliance with insurance and regulatory requirements.</p> <p>Please see Marketing Materials and Risk Management brochure for list of all risk management services.</p>	*
119	Worker's Compensation Safety Programs	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>WHA is a recognized leader in developing and managing workers' compensation safety programs, especially for first responders and public entities:</p> <p>Custom Programs: Tailored safety initiatives that address the specific risks of each client, including physical agility testing and fleet maintenance hazards.</p> <p>Compliance Support: Ensuring adherence to OSHA standards and other regulatory requirements.</p> <p>Ongoing Training: Regular workshops and seminars on injury prevention and safe work practices.</p> <p>Claims Management: Comprehensive tracking, reporting, and resolution of workers' compensation claims.</p> <p>Please see Marketing Materials and Risk Management brochure for list of all risk management services.</p>	*

120	Regulatory Compliance and Governance	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>WHA's services include thorough support for regulatory compliance and governance:</p> <p>Compliance Reviews: Regular audits to ensure all client operations meet state and federal regulations.</p> <p>Policy Updates: Proactive monitoring of legal changes and advising clients on necessary adjustments to policies or procedures.</p> <p>Training Programs: Tailored workshops to educate staff on compliance requirements and best practices.</p> <p>Documentation Support: Assistance with maintaining accurate records for audits and reporting requirements.</p>
121	Technology and Data Analytics Integration	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>WHA is committed to leveraging technology and data analytics to enhance client services:</p> <p>Data-Driven Insights: Using analytics to identify trends, predict potential risks, and improve risk management strategies.</p> <p>Client Portals: Providing access to real-time data on claims, policies, and risk assessments.</p> <p>Custom Tools: Development of technology solutions to streamline reporting, compliance tracking, and communication.</p> <p>Cybersecurity Services: Assisting clients in safeguarding their data and integrating cyber liability insurance as part of their risk strategy.</p> <p>Please see Marketing Materials and Risk Management brochure for list of all risk management services.</p>
122	Strategic Risk Advisory Services	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>As a trusted advisor, WHA provides strategic risk management guidance to help clients achieve long-term success:</p> <p>Risk Management Planning: Assistance in developing a strategic plan aligned with operational goals and risk tolerance.</p> <p>Industry Expertise: Leveraging our deep knowledge of insurance and risk management trends to provide forward-looking advice.</p> <p>Partnership Approach: Acting as an extension of the client's team to ensure risks are identified, managed, and mitigated effectively.</p> <p>Continuous Improvement: Providing regular reviews and recommendations to adapt to changing risks and opportunities.</p> <p>Please see Marketing Materials and Risk Management brochure for list of all risk management services.</p>

123	Northeast which includes Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>While our focus remains on the Western region, WHA Insurance is fully equipped to extend our capabilities to the Northeast, Midwest, and Southern regions. Our scalable infrastructure and expertise enable us to:</p> <p>Deploy specialized teams to these regions to address specific client needs.</p> <p>Leverage our robust network of national partners to ensure seamless service delivery.</p> <p>Utilize technology-driven solutions, such as online portals and risk management platforms, to provide the same high-quality services regardless of geographic location.</p> <p>Customize our services to adhere to region-specific compliance requirements and industry norms.</p> <p>Our ability to expand operations ensures that we can provide clients in these regions with the same level of professionalism, responsiveness, and attention to detail that defines WHA Insurance.</p>
124	Midwest which includes Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, and Wisconsin	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>While our focus remains on the Western region, WHA Insurance is fully equipped to extend our capabilities to the Northeast, Midwest, and Southern regions. Our scalable infrastructure and expertise enable us to:</p> <p>Deploy specialized teams to these regions to address specific client needs.</p> <p>Leverage our robust network of national partners to ensure seamless service delivery.</p> <p>Utilize technology-driven solutions, such as online portals and risk management platforms, to provide the same high-quality services regardless of geographic location.</p> <p>Customize our services to adhere to region-specific compliance requirements and industry norms.</p> <p>Our ability to expand operations ensures that we can provide clients in these regions with the same level of professionalism, responsiveness, and attention to detail that defines WHA Insurance.</p>

125	South which includes Alabama, Arkansas, Delaware, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, Washington, D.C., and West Virginia	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>While our focus remains on the Western region, WHA Insurance is fully equipped to extend our capabilities to the Northeast, Midwest, and Southern regions. Our scalable infrastructure and expertise enable us to:</p> <p>Deploy specialized teams to these regions to address specific client needs.</p> <p>Leverage our robust network of national partners to ensure seamless service delivery.</p> <p>Utilize technology-driven solutions, such as online portals and risk management platforms, to provide the same high-quality services regardless of geographic location.</p> <p>Customize our services to adhere to region-specific compliance requirements and industry norms.</p> <p>Our ability to expand operations ensures that we can provide clients in these regions with the same level of professionalism, responsiveness, and attention to detail that defines WHA Insurance.</p>
126	West which includes Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Our primary operational focus lies in the Western region, encompassing states such as Oregon, Washington, California, Idaho, Nevada, and more. WHA Insurance has deep-rooted experience in serving clients in these states, particularly special districts, first responders, and public entities. Our team is well-versed in the regional challenges, regulations, and industry trends specific to this area, enabling us to provide tailored solutions that ensure compliance, mitigate risk, and drive value.</p>

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 127. NOTICE: To identify any exception, or to request any modification, to Sourcwell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcwell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

Documents

Ensure your submission document(s) conforms to the following:

- 1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- 2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
- 3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
- 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the

zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - WHA Price Templates.zip - Tuesday January 21, 2025 13:04:44
- [Financial Strength and Stability](#) - 2022-2024 - BS_InE.pdf - Sunday January 19, 2025 23:07:54
- [Marketing Plan/Samples](#) - WHA Marketing Plan Template.pdf - Tuesday January 21, 2025 11:57:32
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples (optional)
- Requested Exceptions (optional)
- [Upload Additional Document](#) - WHA Marketing Materials.zip - Tuesday January 21, 2025 14:28:32

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Winslow Cervantes, President, WHA Insurance Agency, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 9 Risk Management RFP 012125 Tue January 14 2025 08:27 AM	<input checked="" type="checkbox"/>	1
Addendum 8 Risk Management RFP 012125 Fri January 10 2025 12:53 PM	<input checked="" type="checkbox"/>	2
Addendum 7 Risk Management RFP 012125 Thu January 9 2025 10:08 AM	<input checked="" type="checkbox"/>	2
Addendum 6 Risk Management RFP Wed January 8 2025 03:22 PM	<input checked="" type="checkbox"/>	2
Addendum 5 Risk Management RFP Wed January 8 2025 03:22 PM	<input checked="" type="checkbox"/>	1
Addendum 4 Risk Management RFP 012125 Fri December 20 2024 09:34 AM	<input checked="" type="checkbox"/>	1
Addendum 3 Risk Management RFP 012125 Tue December 17 2024 03:39 PM	<input checked="" type="checkbox"/>	2
Addendum 2 Risk Management RFP 012125 Fri December 13 2024 01:06 PM	<input checked="" type="checkbox"/>	2
Addendum 1 Risk Management RFP 012125 Tue December 10 2024 12:42 PM	<input checked="" type="checkbox"/>	1