



**REQUEST FOR PROPOSALS
FOR
ROWAN COUNTY
Insurance Brokerage Service**

2025-015

ROWAN COUNTY
130 West Innes Street
Salisbury, NC 28144
704-216-8178

jody.farrow-bennett@rowancountync.gov

Date Issued: Tuesday, November 19, 2024

Date Due: Monday, January 6, 2025, at 10:00 AM ET

Administered By: Jody Farrow-Bennett, Purchasing Director

NOTICE TO CONTRACTORS

**REQUEST FOR PROPOSALS
ROWAN COUNTY**

Insurance Brokerage Services – Human Resources

Rowan County is seeking proposals for a broker of record to market and place our group health insurance and to provide on-going support services, including coordination efforts with the Rowan County Employee Wellness Program. All proposals submitted must meet or exceed the time frame and the product/service specifications as outlined in this Request for Proposals (RFP). The County prefers a single contractor to be able to provide the services outlined in this RFP.

Proposals for the Rowan County Insurance Brokerage Services will be accepted until Monday, January 6, 2024, at 10:00 AM ET at the Rowan County Purchasing Department, 130 West Innes Street, Suite 31, Salisbury, North Carolina 28144. Request documents may be obtained by contacting the Rowan County Purchasing Director or from the County website at:

Rowan County Purchasing Department
Attn: Jody Farrow-Bennett, Purchasing Director
130 West Innes Street, Suite 31
Salisbury, NC 28144
704-216-8178
jody.farrow-bennett@rowancountync.gov
<https://www.rowancountync.gov/675/Purchasing>

Submission of any proposal signifies the Contractor's agreement that their proposal and the content thereof, are valid for ninety (90) calendar days following the submission deadline and will become part of the contract that is negotiated between Rowan County and the successful Contractor. All prices submitted with the proposal shall remain in effect for the ninety (90) day period.

Insurance requirements are listed in the document and will be required only from the awarded vendor before entering into contract with Rowan County.

Once the RFP is public all questions related to the RFP shall be directed to the Purchasing Director. Any contact related to the RFP with County Staff and/or Board of Commissioners will be prohibited and cause for rejection.

Rowan County reserves the right to award and/or reject any and/or all proposals and waive any technicalities or irregularities. For complete details, consult the consult the RFP.

This is the 19th day of November 2024.

Rowan County



By: Jody Farrow-Bennett
Rowan County Director of Purchasing and Contract Administration

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1. Section 1: Introduction & General Instructions

1.1. Intent of Request for Proposals

The purpose of this RFP is to solicit offers from qualified brokers to assist Rowan County with strategically planning, designing and negotiating the best coverage and cost for selective employee benefit programs. The County has approximately 900 full-time employees. Rowan County is constantly competing to recruit and retain the best employees possible. Our leadership is looking to ensure we have financially competitive and affordable benefit programs to offer our employees. The following documents make up this Request for Bids:

- a. This Document
- b. Scope of Work
- c. References
- d. Execution of Proposal Form

1.2. Important Dates

1.2.1. Issue Date:	Tuesday, November 19, 2024
1.2.2. Deadline for written questions:	Wednesday, December 11, 2024, at 5:00 PM ET
1.2.3. Deadline for Submitting Bids:	Monday, January 6, 2025, at 11:00 AM ET
1.2.4. Interviews (if requested):	Week of January 6, 2025
1.2.5. Anticipated Award Date:	Tuesday, January 21, 2025

2. Section 2: Bid Submission

2.1. Submission of Proposals

Proposals must be submitted with the **Execution of Proposal Form** attached to the specifications. **Required One (1) signed hard copy and four (4) copies in a SEALED envelope mailed or delivered to address below;** and One (1) electronic submittal in .pdf format using software such as Adobe, CutePDF or PDF Writer emailed to jody.farrow-bennett@rowancountync.gov, to be utilized for ADA required public information.

Rowan County Purchasing Department
Attn: Purchasing Department
130 West Innes Street, Suite 31
Salisbury, NC 28144

The package shall be sealed and plainly marked **“RFP 2025-015 Insurance Brokerage Service”**.

Bidders must submit one original Sealed Proposal.

No responsibility shall be attached to Rowan County (the County) for the premature opening of any bid/proposal not properly addressed or identified.

This will be a public bid opening. Once bid is awarded all bidders will receive notification.

Sealed Bids are due on Monday, January 6, 2025, at 11:00 AM ET; opening will be held in the J. Newton Cohen, Sr. Administration Building at 130 West Innes Street, Conference Room 101, Salisbury, North Carolina. Failure to submit a Proposal to an authorized County Employee by this deadline will disqualify the Bidder from consideration in this project.

2.2. Proposal Requirements

The proposal response must clearly demonstrate the required qualifications, expertise, competence and capability of the vendor. Please provide a concise description of your firm's ability to provide the services required in the Scope of Work section of this document. Additionally, please include the answers to the following questions (address by number):

- Describe your organizational structure (i.e., publicly-held corporation, partnership, etc.).
- Confirm that you are a licensed broker in North Carolina and provide documentation. Confirm that you serve as a broker, independently, and are not affiliated with any insurance company, third-party administrative agency or provider network.
- Briefly describe your company's organization, philosophy and management team. Describe your contractual relationships, if any, with organizations necessary to your proposal's implementation (i.e., actuarial services, data information services, etc.).
- How long has your organization been providing brokerage services?
- How many clients does your organization presently have? Typically, how many clients does each broker manage?
- What is your target client size?
- What is your median client size? What is the name of your largest client and your smallest client?
- How many public sector clients do you personally manage?
- What is your average response time to questions posed from your clients? How do you handle follow-up to outstanding items? What is your preferred method of communicating with your clients (i.e., voicemail, e-mail, fax)?
- Please furnish a list of your three largest accounts and include the following information for each: benefit plans implemented, services you provided for each benefit plan, the time-period you have serviced the account, and the number of covered employees.
- Please describe the organizational structure of the brokers who would provide services to the County (i.e., individual broker, individual broker with supporting back-up, team of brokers). Include a brief professional history for each individual and how they are qualified to provide services to the County.
- Briefly describe the level of service and support provided by your brokers on a day-to-day basis.
- What steps does your organization take to ensure that each broker is educated on current market trends and legislative developments? How is this information communicated to your clients?
- Describe how you propose to build an understanding of the direction and priorities of Rowan County and how you would utilize this information in order to anticipate our needs in relation to benefits.
- Detail how your organization participates in developing a strategic benefit plan with your clients.
- Describe your organization's involvement in the annual renewal process. Include information regarding process timeframes, negotiation of rates and vendor selection.
- Describe the process of how your organization would assist Rowan County in selecting a new insurance vendor. Include how your company's experience and expertise would benefit the County.
- Please provide a list of the vendors you have relationships within regard to health, prescription, vision, disability, life, supplemental health and dental insurance plans.
- What is your process for providing plan recommendations to your clients?
- Describe how your organization strives to streamline benefit administration for your clients. Include any services you provide for automation of the benefit process (i.e., electronic capabilities, outsourcing options). Attach any associated costs for these services on a separate fee schedule.
- Detail how you develop a benefit communication strategy with your clients. Include what tools or resources you have available to assist your clients in effectively communicating not only the specific plan details but also the value of the benefits offered.
- What training resources does your organization provide to assist your clients in educating and training their benefit staff?

- What makes your organization unique from other organizations that may submit proposals for the County's consideration?
- Provide any additional information regarding your organization or services that you feel would be beneficial in helping the County to select a benefits broker.
- Indicate any experience that your firm has with implementing Health Savings Accounts. List those clients where Health Savings Accounts exist.
- Indicate the experience your firm has with implementing biometrics, blood testing and Health Risk Assessments in your client base.
- Indicate if your firm has staff dedicated to working with clients on Wellness Incentives.

2.3. Request for Clarification

The County will not be bound by or be responsible for any interpretations or conclusions drawn from this RFP. All questions or requests for clarification or additional information must be submitted in writing no later than 5:00 pm on Wednesday, December 11, 2024, at 5:00 PM ET. These written questions or requests must be submitted to Jody Farrow-Bennett, Purchasing Director, by mail or e-mail. Any questions the County feels are pertinent to all interested bidders will be delivered to all participating bidders as an addendum to this RFP. All addendums will be posted on the County website <https://www.rowancountync.gov/675/Purchasing> and it is the responsibility of the Bidder to check for any addendums. The addenda for clarification will be posted by 5pm Friday, December 13, 2024.

In addition, the County assumes no responsibility for conclusions or interpretations derived from technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process. The County will not be bound by or be responsible for any explanation, interpretation, or conclusions of this RFP or any documents provided by the County, other than those given in writing by the County, through the issuance of an addenda. It is the full responsibility of the Bidder to thoroughly investigate the needs/requirements of the County not necessarily assumed in this RFP.

2.4. Errors and Omissions

The Bidder shall not take advantage of any errors or omissions in this RFP and shall promptly notify the County of any omissions or errors found in this document.

2.5. Signed Bid Considered an Offer

Receipt of a signed Proposal shall be considered an offer on the part of the Bidder. The terms, conditions, and specifications of this RFP will become part of the contract if the bid shall be deemed approved and accepted by the County. In the event of a default on the part of the Bidder after acceptance by the County, the County may take such action as it deems appropriate, including legal action for damages or specific performance.

2.6. Insurance Coverage

The Bidder shall not commence work under this contract until all insurance required under this section has been obtained. The Bidder shall not allow any subcontractor to commence on work that has been subcontracted until similar insurance has been obtained by the subcontractor. Also, the Bidder agrees that once awarded and during the term of this contract, the Bidder, at their sole cost and expense, shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. At a minimum, the Bidder shall provide and maintain the following coverage and limits:

2.6.1. WORKER'S COMPENSATION

Worker's compensation insurance as required by North Carolina law to cover all the Provider's employees engaged in any work under the Agreement. Workers' Compensation in the minimum amount of \$500,000 employer's liability. A Certificate of Insurance shall be issued confirming the above coverage. The Certificate must include a clause obligating the Insurer to give thirty (30) days prior notice in the event of cancellation of or major change in the insurance.

2.6.2. **COMPREHENSIVE GENERAL LIABILITY**

The Contractor shall maintain Comprehensive General Liability coverage in amounts not less than \$1,000,000 per occurrence / \$2,000,000 aggregate. This Certificate must also include a clause obligating the insurer to give thirty (30) days prior notice in the event of cancellation of or major change in the insurance and **name the County as an additional insured.**

This coverage must include:

1. Blanket contractual coverage for the liability assumed by the Contractor under the indemnity provision of the contract involved. Such Certificate must specifically state that the contractor is insured, and it must be signed by the insurance company, not the agent or broker.
2. Contractor's protective coverage for his subcontractors.

2.5.3. **COMPREHENSIVE AUTOMOBILE LIABILITY**

The Contractor shall maintain Comprehensive Automobile Liability covering all owned, hired, and non-owned vehicles used in connection with this Agreement. The minimum combined single limit shall be \$1,000,000 for bodily injury and property damage; and \$1,000,000 uninsured/underinsured motorist coverage. A Certificate of Insurance shall be issued confirming this coverage. The Certificate must include a clause obligating the insurer to give thirty (30) days prior notice in the event of cancellation of or major change in the insurance.

2.7. **ADA Compliance**

All vendors of Rowan County must ensure their products and services are available to individuals with disabilities, in line with the Americans with Disabilities Act (ADA), by April 2026. For digital accessibility, vendors should comply with WCAG 2.1 AA standards, which include making digital content perceivable, operable, understandable, and robust for users with disabilities. Digital offerings must be compatible with assistive technologies like screen readers, braille displays, and voice recognition software. Vendors must provide reasonable modifications to their products and services to accommodate individuals with disabilities unless doing so would cause undue hardship or fundamentally alter the nature of the service. Vendors must ensure effective communication with individuals with disabilities, which may include providing auxiliary aids and services such as accessible electronic documents, captions for videos, and alternative text for images. Failure to meet these requirements may result in termination of the contract.

2.8. **Conflict of Interest**

All Bidders must disclose in writing with their bid the name of any owner, officer, director, or agent who is also an employee of the County. All Bidders must also disclose in writing with their bid the name of any employee of the County who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or subsidiaries. By submitting a bid, the Bidder certifies that there is no relationship between the Bidder and any person or entity which is, or gives the appearance of, a conflict of interest related to this RFP or project.

3. **Section 3: Evaluation of Bids**

3.1. **Evaluation Criteria**

All proposals will be evaluated according to, but not necessarily limited to, the following:

1. The proposal's Plan of Services as required in the Vendor Proposal Requirements section of this document.
2. Extent and success of previous work provided to organizations similar in nature and size to those required herein as obtained through references.
3. The proposal itself as an example of the potential vendor's work.

4. Qualifications/experience of key personnel to be assigned to the project.
5. All required forms completed and returned as part of the proposal package.

3.2. Oral Presentations:

During the evaluation process, the County may, at its discretion, request any one or all brokerage firms to make oral presentations for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, brokers are cautioned that the County is not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the broker. Not all brokers may be asked to make such oral presentations.

3.3. Compensation:

Please clearly outline your compensation associated with the required services on a separate compensation addendum. Please quote an annual fee, as well as an option for a three-year locked fee, including detailed and specific information as to how your firm will be compensated. Identify services to be included and those for which an additional charge would be made. The broker fee is the only compensation that will be generated from the County for the placement of insurance under the broker of record contract. Please also disclose any income to be derived from any insurance company or additional placement facility as a direct result of the County's account. This may be in the form of bonuses, profit-sharing, contingency, commissions, etc.

3.4. Final Selection

Proposals are due no later than January 6, 2025, at 10:00 AM ET. The County will review the proposals and advise finalists. A recommendation will be made by January 21, 2025. Oral interviews, if deemed necessary, will be scheduled for early to mid-January. The County plans to contract with a broker of record on or before July 1, 2025. Dates are subject to change without prior notice.

The right is reserved to accept the response that the County determines to be in the best interest of the County and the employees. The County reserves the right to reject any and/or all proposals.

4. Section 4: Agreement & General Conditions

4.1. Timeline to Execute Contract

This RFP may generate multiple contracts with the Bidder(s) Selected, contract(s) are required to be encumbered and fully executed before December 31, 2024. A contract for each project will be issued by the County based on the awarded bids. As time is of the essence, the Bidder(s) are required to begin and/or commence the work to be performed under this contract within the time specified. All work must be completed by March 31, 2025. Failure by the Bidder(s) to begin and/or complete the work within the contract time shall be assessed a penalty for each day of overrun. The Bidder(s) hereby agrees to execute this contract and that said charges are considered a just and reasonable compensation to the County and said charges shall be deducted from payment.

4.2. Availability of Funds

A contract for this project will be awarded and deemed binding only to the extent of appropriated funds for the purpose set forth in this RFP.

4.3. Non-Discrimination

The Bidder shall not discriminate against any individuals and will take proactive measures to assure compliance with all Federal and State requirements concerning fair employment, employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination based upon age, race, color, religion, sex, national origin, or disability.

4.4. Collusive Bidding

The Bidder's signature on the Bid Form is a guarantee the prices quoted have been arrived at without collusion with other eligible Bidder(s) and without effort to preclude the County from obtaining the lowest possible competitive price.

4.5. General Indemnity

The Bidder shall save and hold harmless, protect, defend and indemnify the County (including the County Manager, the Board of Commissioners, as well as Rowan County officers, agents and employees) from and against any demand, claim, suit, loss, expense or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of, any person arising out of, or in any way related to, any action or inaction of the Bidder (including its officers, agents and employees) in the performance or intended performance of this contract, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to, the performance of this contract. The obligations of the Bidder pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation or benefits payable under any policy of insurance or self-insurance maintained by, or for the use and benefit of, the Bidder. As an integral part of this contract, the Bidder agrees to purchase and maintain, during the life of this contract, contractual liability insurance in the amount required in the general liability insurance requirements and to furnish proper evidence thereof with the County named as an additional insured.

4.6. References

Please provide a list of four verifiable client references of similar scope and industry, all of whom are able to comment on your organization's relevant experience. This list should include at least three active client references that are similar in nature and size to Rowan County. Please include company name, contact name, telephone number and size of company's workforce. It is the vendor's responsibility to provide valid reference information, and the County reserves the right to use reference checks in its evaluation of proposals.

The County may request additional evidence of the Bidder's experience, qualifications, ability, products, service facilities and financial standing for which the Bidder shall be prepared to provide to the County, if required.

4.7. Termination

4.7.1. Termination For Cause

The County reserves the right to terminate this contract at any time for cause. The violation of any provision or condition contained in this contract, or the refusal, failure, or inability to carry out any provisions of this contract shall constitute sufficient cause to terminate this contract for cause. Should the County elect to terminate this contract for cause, the County will notify the Contractor in writing and shall specify the cause for termination and the date that such termination shall be effective. Immediate dismissals may be executed if deemed necessary by the County.

If the Contractor:

- Fails to begin the work under the contract within the time specified.
- Fails to perform the work with sufficient workers and equipment, or with sufficient materials to ensure the prompt completion of the work.
- Performs the work unsuitably.
- Discontinues the prosecution of the work.
- Becomes insolvent, declares bankruptcy, commits any act of bankruptcy, allows any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, or shall make an assignment for the benefit of creditors.
- Shall not carry on the work in an acceptable manner from any other cause whatsoever.

The County shall give notice in writing to the Contractor of such delay, neglect, or default, specifying the same.

If the Contractor, within a period of ten (10) days after such notice, shall not proceed in accordance therewith, then the County shall, upon written certification of the fact of such delay, neglect or default, and the Contractor's failure to comply with such notice, have full power and authority, without violating the contract, to take the prosecution of the work out of the hands of the Contractor, to appropriate or use any or all materials and equipment on the grounds as may be suitable and acceptable, and may enter into an agreement for the completion of the contract according to the terms and provisions thereof, or use such other methods as, in its opinion, shall be required for the completion of this contract in an acceptable manner.

All costs and charges incurred by the County, together with the costs of completing the work under the contract, shall be deducted from any monies due or which may become due to the Contractor. In case the expense so incurred by the County shall be less than the sum which would have been payable under the contract, if the contract had been completed by the Contractor, then the Contractor shall be entitled to receive the difference, and in case such expense shall exceed the sum which would have been payable under the contract, then the Contractor shall be liable and shall pay to the County the amount of said excess.

4.7.2. **Termination for Convenience**

If the County shall determine that it is in the County's best interest, the County shall notify the Bidder to terminate the work within seven (7) days. In such event, the Bidder shall be entitled to compensation for all work properly executed and any expenses incurred in terminating the contract and vacating the County work site.

No claim shall be made by the Bidder for any loss of anticipated profits because of any alteration, change or termination, or by reason of any variation between the approximate quantities and the quantity of work as done.

5. **Section 5: Scope of Work**

The Rowan County requires a North Carolina licensed Broker that is independent and is not affiliated with any insurance company, third party administrative agency or provider network. The brokerage firm must have experience (no less than 5 years) in providing brokerage services in the public-sector arena and the Rowan County environment for employers with at least 250 employees. The County requires the following services:

- Audit resulting contracts for accuracy of coverage, terms, and conditions.
- Assist with annual benefits renewals, including negotiation of changes in contracts.
- When employee benefits are marketed, prepare bid specifications, identify appropriate markets, analyze proposals submitted, make recommendations, and assist in negotiation of (preferably multi-year) contracts.
- Annual reviews of selected employee benefit package for quality of benefits, provided cost effectiveness, competitiveness and plan administration.
- Monitor ongoing contracts, including provider plan administration, provider compliance with contract, and incurred claims.
- Provide information on employee benefit issues, trends and proposed or new legislation.
- Be available to meet with the Benefits staff and Rowan County Management as needed.
- Assist in the design of employee benefits communications. Participate in Benefit Fairs and annual enrollment process.
- Provide a key contact person to be available to answer questions and resolve issues that arise during the year regarding employee benefits, contract administration, and service provisions.

- Evaluate various insurance products submitted by carriers, agents and brokers.
- Perform other related consultation services as needed or requested.

5.1 **General Specifications:**

- 1) Proposals should be limited to 20 pages.
- 2) All proposals must be received by Rowan County no later than the date and time listed on page one of this RFP. Clearly mark the proposal title and date of opening on the outside of the envelope or package. **Five (5) copies of the proposal must be received from each broker (one original, four copies).** Each proposal must be signed and dated by an official authorized to bind the firm. Late proposals will not be considered for award. Electronic proposals (fax, email, etc.) will not be considered.
- 3) Proposals will be evaluated according to completeness, content, experience with similar projects, and ability of the broker and its staff. The award of a contract to one broker does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed to provide the best value to the County.
- 4) Brokers are cautioned that this is a request for offers, not a request to contract, and the County reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of the County.
- 5) Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.
- 6) Any costs incurred by the broker in preparing or submitting offers are the broker's sole responsibility. Rowan County will not reimburse any broker for any costs incurred prior to award.
- 7) Proposals must be submitted in accordance with the requirements of the RFP. Failure to include any required information may result in rejection of the proposal.

6. Section 6: Bidder References Sheet

- 1. COMPANY NAME _____
- 2. OWNER OF COMPANY _____
- 3. NUMBER OF YEARS IN BUSINESS _____
- 4. NUMBER OF PERSONS EMPLOYED ON REGULAR BASIS _____
- 5. WHO WILL BE THE COUNTY'S CONTACT PERSON IN THE EVENT YOUR FIRM IS AWARDED THE CONTRACT.

CONTACT _____

TELEPHONE _____

EMAIL _____

- 6. PLEASE LIST FOUR (4) REFERENCES OF BUSINESSES (NOT HOMES) FOR WHICH YOU HAVE PROVIDED THIS KIND OF SERVICES. PREFER ONE FROM A MUNICIPALITY, COUNTY GOVERNMENT OR PUBLIC AGENCY DURING THE PAST FIVE YEARS.

REFERENCE NO. 1

NAME & TITLE: _____

AGENCY: _____

ADDRESS: _____

TELEPHONE: _____

NATURE OF ASSOCIATION: _____

EMAIL: _____

REFERENCE NO. 2

NAME & TITLE: _____

AGENCY: _____

ADDRESS: _____

TELEPHONE: _____

NATURE OF ASSOCIATION: _____

EMAIL: _____

Section 6: Bidder References Sheet (Cont.)

REFERENCE NO. 3

NAME & TITLE: _____

AGENCY: _____

ADDRESS: _____

TELEPHONE: _____

NATURE OF
ASSOCIATION: _____

EMAIL: _____

REFERENCE NO. 4

NAME & TITLE: _____

AGENCY: _____

ADDRESS: _____

TELEPHONE: _____

NATURE OF
ASSOCIATION: _____

EMAIL: _____

***This page must be completed and submitted as part of the proposal.**

