Whatcom Transportation Authority

Request for Proposal

for

Insurance Broker/Consultant Services

#2007-500

Released: Thursday, April 12, 2007
Proposal Due: Monday, April 30, 2007 at 2:00 p.m. PDT

Whatcom Transportation Authority
4111 Bakerview Spur Road
Bellingham, WA 98226
Tel.: (360)-676-6843
REQUEST FOR PROPOSAL

Whatcom Transportation Authority
4111 Bakerview Spur Road
Bellingham, WA 98226
Telephone: (360) 715-4507

Submit to: WTA Procurement

Proposals are requested for:
Insurance Broker/Consultant Services

THE FOLLOWING REQUIREMENTS AND CONDITIONS SHALL BE CONSIDERED AN ESSENTIAL PART OF THE PROPOSAL. THIS PROPOSAL MUST BE DELIVERED BEFORE THE FOLLOWING CLOSING DATE AND TIME:
Exactly 2:00 p.m., PDT, on Monday, April 30, 2007.

Whatcom Transportation Authority reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informality in proposals.

ALL VERBAL MODIFICATIONS OF THESE CONDITIONS ARE VOID AND INEFFECTIVE FOR PROPOSAL EVALUATION PURPOSES. ONLY WRITTEN CHANGES ISSUED BY THE WHATCOM TRANSPORTATION AUTHORITY PROCUREMENT MANAGER IN THE FORM OF ADDENDUM ARE AUTHORIZED AND BINDING.

READ CAREFULLY ALL PARAGRAPHS
SIGN AND RETURN THIS REQUEST FOR PROPOSAL AS YOUR OFFER
Whatcom Transportation Authority's (WTA) mission is to enhance our community by:

- Delivering safe, reliable, efficient and friendly service;
- Offering environmentally sound transportation choices;
- Providing leadership in creating innovative transportation solutions; and
- Partnering with our community to improve transportation systems.

The Public Transportation Benefit Area (PTBA) includes the cities of Bellingham, Ferndale, and Lynden, as well as incorporated region surrounding these communities. In 1993, the Lummi/Marietta Area was annexed and incorporated into the WTA PTBA. In 1994, the western Whatcom County area (Blaine/Birch Bay/Semiahmoo/Cherry Point) was also annexed and incorporated. The remaining populated areas of Whatcom County, including the cities of Everson, Nooksack, and Sumas, were annexed into the service area in 1995. Exceptions include low density populations located in the Baker-Lake area and Newhalem and Diablo on SR 20. The service area encompasses 790 square miles, with a population of 170,000. Whatcom County has a population of 180,000.

The WTA has 216 employees, consisting of a General Manager, 5 division Directors, 138 Operators and 73 Administrative, Fleet and Facilities support services personnel. The WTA is governed by a nine-member board of directors composed of elected officials from jurisdictions located in its service area.

The WTA accommodates 2.9 million passenger boardings and travels 2 million miles each year.

Fixed-route transportation services include 30+ routes, which operate from 5:50 a.m. to 11:24 p.m. weekdays, 8:30 a.m. to 11:24 p.m. Saturdays, and Sundays from 9:00 a.m. to 8:40 p.m.

Fixed-route transportation amenities include the Downtown Bellingham Transit Station, a Cordata Transfer Station, Park and Ride Stations located in both Lynden and Ferndale, 15 pass-sales outlets, 978 bus stops, 120 bus shelters/schedule displays, a RIDELINE information number during service hours, and a UHF radio net with security system.

Paratransit services include 31 accessible 15-passenger (10 ambulatory and two wheelchair stations) vehicles. Paratransit is a curb-to-curb wheelchair accessible service for the elderly and disabled provided in compliance with the Americans with Disabilities Act (ADA).

Other services include a vanpool and community-use van program, Flex service (within defined service areas) and contracted taxi service (when Paratransit vehicles are not available).
# RECOMMENDED PROPOSAL CALENDAR OF EVENTS

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<th>ACTIVITY</th>
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<tr>
<td>Request for Proposals</td>
<td>Thursday, April 12, 2007</td>
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<tr>
<td>Proposal Clarification/Approved Equal Deadline</td>
<td>Thursday, April 19, 2007</td>
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<tr>
<td>Request for Proposal Due</td>
<td>Monday, April 30, 2007 at exactly 2:00 p.m. PDT</td>
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<td>Interviews with most qualified Proposer’s **</td>
<td>TBA (if required).</td>
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<td>Post Award Protest Deadline</td>
<td>Friday, May 7, 2007 at exactly 2:00 p.m. PDT</td>
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**If required, the most qualified firms and their sub-contractor team members (if applicable) must be prepared to make themselves available for a proposal interview at WTA administrative offices at 4111 Bakerview Spur Road, Bellingham, Washington. Proposers who cannot meet this requirement may be considered non-responsive.
REQUEST FOR PROPOSAL – CONSULTANT

I. INTRODUCTION

Whatcom Transportation Authority (WTA) is seeking proposals for an insurance broker/consultant (Consultant) to assist with on-going assessment and analysis of WTA’s health and welfare benefit programs and alternatives to existing plan designs and carriers.

General information about the WTA may be found at www.ridewta.com.

Written proposals shall be submitted electronically and received in the office of Procurement and Contracts no later than April 30, 2007. The selected consultant must be able to begin work immediately. Questions regarding this RFQ may be submitted to larryk@ridewta.com.

II. SCOPE OF WORK - SERVICES REQUIRED

Consultant will be required to:

• Provide on-going analysis of WTA’s self-insured medical plan;
• Work with an actuary to establish accrual rates;
• Serve as intermediary, as necessary, with carriers and third-party administrator;
• Obtain annual renewal quotes from existing carriers;
• Shop plans on the market as initial quotes indicate;
• Meet at least quarterly with WTA plan administrators and managers;
• Make occasional presentations to the benefits committee, broad employee group, dependents and WTA Board members.

III. MINIMUM QUALIFICATIONS

In order to be considered, Consultant must meet the following qualifications:

1. At least 10 years of experience in employee benefit consulting. Experience with public entities, private non-profits and/or public entity is highly desirable.
2. Firm must carry appropriate business insurance including professional liability/errors and omissions insurance.

IV. INFORMATION REQUIRED

1. Provide a brief history and description of your firm. Include general information regarding organizational structure, size, capabilities, and areas of specialization.
2. Describe clients your firm represents which are similar to the WTA and summarize your approach to self-insurance feasibility analysis. Identify the methods you would use to conduct this study and provide your interpretation of this project.
3. Provide a list of clients for whom you have conducted similar projects. Provide names and telephone numbers for five clients we may contact.
4. Include resumes of personnel to be actively involved with the WTA project. Identify make-up of clients directly handled by each.
5. Include detailed and specific information as to how your firm will be compensated. Identify rates, costs and fees.
6. Provide a brief description of how you approach accounts such as WTA.
V. SELECTION PROCESS

WTA will review responses of Consultants and interview finalists the week of May 7, 2007. A Consultant will be selected on or about May 14, 2007. The interview of finalists may take place via telephone.

WTA reserves the right to approve all personnel and sub-consultants serving its account.

1. Evaluation of Proposals

Proposals will be evaluated by WTA to determine which proposal, if any, should be accepted in the best interest of WTA. WTA, in its sole discretion, reserves the right to accept or reject proposals submitted and to waive informalities and minor irregularities and to request additional information required to evaluate a proposal fully.

VI. GENERAL PROVISIONS

1. Acceptance

After the date of acceptance of work, all risk of loss or damage shall be on the WTA except loss or damage attributable to Proposer's negligence. Final acceptance shall be defined as that date at which the stated work has been accepted by the project manager.

2. Payment

As consideration for the services provided, the WTA agrees to reimburse the Consultant per the hourly rates attached.

All payments under this contract are considered reimbursement for services rendered. Each request for payment herein is to be submitted as described below, so as to comply with auditing requirements. Payment shall be upon approved claim and in accordance with customary procedures.

Payment will be made within 30 days of receipt of invoice.

Invoices shall be submitted to the WTA at the address shown below:

Human Resources Department
Whatcom Transportation Authority
4111 Bakerview Spur Road,
Bellingham, WA  98226

Invoices must have an invoice number, date, date service provided, breakdown of services charged, and purchase order number to which that billing is related. In addition, the Consultant shall provide support documentation for all out-of-pocket billing expenses with the submission of each invoice.

3. Safeguarding Client Information:

The Consultant agrees confidential information obtained from WTA shall not be disclosed except upon the written consent of the WTA.

4. Extra Work and Change Orders:

Work in addition to, or different from that provided for in the Scope of Work section, shall only be allowed by prior authorization in writing, as a modification to this Agreement. Such modifications shall be attached hereto and made a part hereof, and shall be approved in the same manner as this Agreement.

5. Accounting and Audit:

The Consultant agrees WTA, or any of its duly authorized representatives, shall, for the purpose of audit and examination, be permitted to inspect all work, materials, payrolls, and other data and records with regard to the project and to audit the books, records, and accounts with regard to the project. Further, Consultant agrees to maintain all required records for at least three years after WTA makes final payments and all other pending matters are closed.
6. **Compliance with Local Laws:**

The Consultant shall comply with all applicable laws, ordinances, and codes of the state and local governments, and shall commit no trespass on any public or private property in performing any work embraced by this Agreement.

7. **Equal Employment Opportunity**

During the performance of this contract, the Consultant agrees as follows:

The Consultant will not discriminate against any employee or applicant for employment because of race, religion, creed, color, sex, national origin or disability. The Consultant shall take affirmative action to ensure applicants are employed and the employees are treated during their employment without regard to their race, religion, creed, color, sex, national origin or disability. Such actions shall include, but not be limited to the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. As such, the subsequent contract for this work shall require compliance with Executive Order 11246 entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

8. **Independent Contractor**

This Agreement is for the performance of professional services. The Consultant shall be deemed an independent contractor for all purposes, and the employees of the Consultant, any of its contractors, subcontractors, and the employees thereof, shall not in any manner be deemed to be the employees of WTA. As such, the employees of the Consultant, its contractors and subcontractors, shall not be subject to any withholding for tax, social security, or other purposes by WTA, nor shall such contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from WTA.

9. **Assignment**

No assignment or transfer of any interest in a contract with WTA is permitted without the prior written consent of WTA. Provided, however, that in the case of an assignment or transfer of a claim for money due or to become due under the contract to a bank, trust company or other financial institution, provider need not obtain the consent of WTA if Consultant promptly furnishes the notice of any such assignment.

10. **Disputes**

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of by agreement shall be decided by the WTA General Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The decision of the General Manager shall be final and conclusive. Pending final decision of a dispute hereunder, the Consultant shall proceed diligently with the performance of the agreement.

This "dispute" clause does not preclude consideration of legal questions in connection with decisions provided for in paragraph above; provided that nothing in this agreement shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

11. **Copyrights & Property of WTA**

All information, written documents, and other written work products prepared by the Consultant or its employees on behalf of the WTA or as a result of services performed under this contract by the Consultant, including, but not limited to reports, correspondence, contracts, documents, notes and field notes, manuals, draft documents, test reports, lab reports, engineering or geotechnical reports, or other documents, will be provided to WTA within a reasonable time after the Consultant prepares or receives the same and/or upon the request of WTA and the same shall be and remain the property of the WTA,
free of any restrictions or conditions of use thereof, including, but not limited to, any copyright claims of the Consultant.

12. Deviation from Contract

The Consultant shall not make any alterations or variation in, or addition to, or deviation or omission from the terms of this contract without consent of WTA.

13. Suggestions to Contractor

Any plan or method of work suggested by the WTA to the Consultant, but not specified or required in writing under the contract, of adopted or followed by the Consultant in whole or part shall be used at the risk and responsibility of the Consultant and WTA shall assume no responsibility therefore.

14. Joint Venture Contractor

In the event the Consultant is a joint venture of two or more contractors, all grants, covenants, provisos and claims, rights, powers, privileges, and liabilities of the contract shall be construed and held to be several as well as joint. Any notice, order direction, request or other communications required to be or that may be given by WTA to the Consultant under this agreement shall be well and sufficiently given to all persons being the Consultant if given to any one or more of such persons. Any notice, request or other communication given by any one of such persons to WTA or its representative under this agreement shall be deemed to have been given by and shall bind all persons being WTA.

15. Errors and Omission

If the Consultant in the course of the work, becomes aware of any errors or omissions in the contract documents or in the data as given in the instructions or if the Consultant becomes aware of any discrepancies in the contract documents, the Consultant shall immediately inform WTA. Any work done after such discovery until the Contractor has delivered written notification thereof to WTA and one work day has elapsed, will be done at the Consultant's risk.

16. Prohibited Interest

No officer, employee, board member, member of the WTA or other official of the WTA or its designees or agents who exercise any function or responsibility with respect to this contract during his/her tenure or one year thereafter, may have any interest, direct or indirect, in any contract or subcontract, with this contract. The Consultant will incorporate a provision prohibiting such an interest in all subcontracts.

17. Conflict of Interest

No employee, board member, officer, or agent of WTA shall participate in selection or in award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

a. The employee, officer, board member, or agent;

b. Any member of his or her immediate family;

c. His or her partner; or

d. An organization which employs or is about to employ him or her has a financial or other interest in the firm selected for award.

WTA's officers, board members, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties of sub-agreements.

18. Severability

In the event that any provision, portion, or application of this contract is held to be unenforceable or invalid by any court of competent jurisdiction, WTA and the Consultant shall negotiate an equitable adjustment in the provision of this contract with a view toward effecting the purpose of this contract and
the validity and enforceability of the remaining provisions, or portions of applications thereof, shall not be affected thereby.

19. Termination and/or Renewal:

Either the WTA or the Contractor may terminate this agreement with 30 days written notice. If the Consultant fails or neglects to fully comply with the provisions of the agreement, WTA may suspend or terminate the agreement pending corrective action or investigation. Such suspension or termination shall be effective 30 days from written notification to the Consultant.

In the event of termination, WTA shall only be liable for payments within the terms of the agreement for services properly rendered prior to the effective date of termination.

The Consultant shall promptly submit to WTA its termination claim to be paid the contractor. If the Consultant has any property in its possession belonging to WTA, the Consultant will account for the same and dispose of it in the manner WTA directs.

20. License Requirements:

Proposer must be licensed to do business in their state of residence.

21. Proposal Transmittal, Receipt, Number of Copies, Layout

a. Proposals will be received at the above address until the time indicated. WTA reserves the right to accept or reject any and all proposals, or any item or part thereof; or to waive any informality in proposals. To award in whole or in part, which ever is in its best interest, to the most responsive and responsible proposer.

b. The name and address of proposer is to appear in the upper left hand corner of the envelope. Each envelope shall be plainly marked “Sealed Proposal #2007-500.” No responsibility will attach to WTA for premature opening of proposals not properly addressed or identified.

c. One clearly marked “Original” and three (3) copies of the proposal must be furnished to WTA. The proposal is to be submitted to Neil Koshlay, WTA Manager Procurement & Materials, sent with a letter of transmittal.

d. All proposals and submissions become the property of WTA.

22. Addendums

Any and all interpretations and any supplemental instructions will be in the form of written addenda to the request for proposal which, if issued, will be mailed to all prospective proposers identified as holders of the proposal. Receipt of each Addendum shall be acknowledged by proposers in their proposals (see Exhibits) and each Addendum shall be considered a part of the proposal and thereby incorporated into a contract. Failure to acknowledge receipt of any addenda issued may invalidate a proposal as non-responsive.

23. Withdrawal of Proposal

Any proposal may be withdrawn, upon either the personal or written request of the proposer, at any time prior to the time set for the proposal closing. No proposal may be withdrawn after the time set for the receipt of proposals unless the award is delayed for a period exceeding 90 days.

24. Clarification of Proposals

The WTA reserves the right to obtain clarification of any point in submitted proposals or to obtain additional information, if necessary, to properly evaluate a particular proposal. Failure of a proposer to respond to such a request for additional information or clarification may result in rejection of that proposal.
25. Incomplete Proposals

Except as otherwise provided for herein, proposals which are incomplete or which are conditioned in any way or which contain erasures, alterations, or items not called for in the proposal or which are not in conformance with the law, may be rejected as non-responsive.

26. Award of Proposal

WTA reserves the right to make award within 60 calendar days from the date proposals are opened. Should award in whole or part be delayed beyond the period of 60 days, such award shall be conditioned upon proposer's acceptance.

27. Proposals as Public Records

a. Except to the extent permitted by Washington State and federal law, proposals shall be considered public documents and available for review and copying by the public following award.

b. If a proposer considers portions of its proposal to be protected under Washington State or federal law, the proposer shall identify and mark such portions as CONFIDENTIAL, PROPRIETARY, BUSINESS SECRET or similar words. Such portions of the proposal shall be submitted in a separate sealed envelope from the technical proposal.

c. WTA shall make proposals available to the public after award, except those portions of proposals marked according to the above requirement. If a member of the public demands to review such portions of proposals, WTA will notify the affected proposer prior to releasing such portions. The proposer shall take such legal actions as it may determine to be necessary to protect its interest. If the proposer has not commenced such actions within five calendar days after receipt of the notice from WTA of a demand to review such portions of its proposal, the WTA will make such portions available for review and copying by the public.

d. The proposer asserting that portions of its proposal are legally protected shall bear all costs of defending such assertion, including reimbursing WTA for its administrative, expert and legal costs involved in defending itself in actions arising from such assertions by the proposer. By submitting a proposal, the proposer has thereby agreed to the provision of this section.


Prices shall not include any allowance for Washington State sales tax or Federal excise tax. Any other taxes which the Proposer maybe required to pay related to the contract, including but not limited to, retail sales/use taxes on equipment and supplies used or consumed within the state of Washington, in performing work under the contract, business and occupation taxes, income taxes, etc. shall be included in the Proposer's proposed prices. No adjustments will be made in the amount to be paid by the WTA under the contract because of any misunderstanding or any lack of knowledge of the Proposer as to liability for, or the amount of, any taxes or assessments which the Proposer may be liable or responsible for by law.

29. Insurance

Proposer must be fully insured to do business in the State of Washington.

a. Liability Insurance

Coverage. The Consultant as the primary insured, shall obtain and keep in force during the entire term of the contract personal injury (bodily injury) affording limits of $1,000,000 each person and $1,000,000 for each occurrence, and property damage affording limits of $1,000,000 each occurrence. The insurance shall protect WTA against any and all claims for damages to person or property which may arise out of operations under the contract, whether occurring by reason of acts or omissions of the Consultant, any sub-contractor, or anyone directly or indirectly employed by either the Consultant or subcontractor and hold WTA harmless for any claims presented to it as a result of actions that are the responsibility of the Consultant or subcontractor.
Certificate. A certificate of insurance naming WTA as additional insured by endorsement will be secured for the above. Such insurance may not be canceled, reduced in coverage or limits, or non-renewed except after thirty (30) days written notice has been given to WTA.

Authorized in State of Washington. Insurance coverage shall be with reliable companies authorized to do business in the State of Washington.

Certificate Submittal. The certificate of insurance shall be submitted with the completed contract documents and approved by WTA prior to commencement of any work under the contract.

30. Indemnification/Hold Harmless

a. Indemnification. The Consultant shall defend, indemnify and hold WTA, its agents, officers and employees harmless from any and every claim and risk and all losses, damages, demands, suits, judgments, and attorney fees, and other expenses of any kind, on account of injury to or death of any and all persons(s) and/or on account of all property damages of any kind, whether tangible or intangible, including loss of use resulting therefrom in connection with the work performed under this contract, or caused or occasioned in whole or in part by reason of the presence of the Consultant or its subcontractors or their property, employees, or agents, upon or in proximity to the property of WTA, or any other property upon which the Consultant is performing any work called for or in connection with this contract, except only for those losses resulting solely from the negligence of WTA, its officers, board members, employees, and agents.

b. Notice. WTA will give the Consultant prompt notice in writing of the institution of any suit or proceeding and permit the Consultant, through counsel, to defend same and will give all needed information, assistance and authority to enable the Consultant to do so.

c. Lawsuit. If a lawsuit in respect to this hold harmless provision ensues, the Consultant shall appear and defend that lawsuit at its own cost and expense. If judgment is rendered or settlement made requiring payment of damages by WTA, its officers, agents, employees, and volunteers, the Consultant shall pay the same.

The duty to defend, indemnify and hold WTA, its agents, officers, board members and employees harmless as set out herein and in paragraphs b and c shall apply to every claim and risk and all losses, damages, demands, suits, judgments and attorneys’ fees, and other expenses of any kind, for injury, death or incapacity of an employee of Consultant. In this limited context, Consultant specifically waives any limitations and protection afforded by the Washington State Industrial Insurance Act, RCW Title 51.

If a lawsuit in respect to this hold harmless provision ensues, the Consultant shall appear and defend that lawsuit at its own cost and expense, and if judgment is rendered or settlement made requiring payment of damages by WTA, its officers, board members, agents, employees, and volunteers, the Contractor shall pay the same.

Contractual Services Agreement

EXECUTED on this ______ day of __________________, 2007.

_____________________________ __________________________
Richard G. Walsh, General Manager Consultant
Whatcom Transportation Authority
Exhibit A

AGREEMENT ATTACHMENTS

The following documents make up the Agreement:


2. Request of Proposals and Scope of Work for an Agreement to provide Insurance Broker/Consultant Services for Whatcom Transportation Authority Project Number 2007-500 dated April 12, 2007.

3. Addenda numbers: ______

4. Proposal documents submitted by Contractor dated ______________.

THIS FORM TO BE COMPLETED UPON AWARD OF PROPOSAL
This AGREEMENT is made and entered into this DATE 2007, by and between WHATCOM TRANSPORTATION AUTHORITY, a Washington municipal corporation, hereinafter referred to as "WTA", and Insurance Broker/Consultant, hereinafter referred to as "Consultant".

The Project:

In consideration of the terms, conditions, covenants, and performance contained herein, WTA and Contractor agree as follows:

1. The Agreement documents consist of this Agreement, Request for Proposal, the Scope of Work for an Agreement for WTA Project number 2007-500, and all addenda issued prior to and all modifications issued after execution of this Agreement. These form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated herein. An enumeration of the Agreement documents appears in Exhibit "A".

2. The Insurance Broker/Consultant shall perform all the Work required by the agreement documents for Insurance Broker/Consultant Services for WTA Project Number 2007-500.

3. WTA shall pay the Insurance Broker/Consultant in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Agreement Documents.

4. The parties agree that this Agreement is the complete expression of the terms hereto and any oral representation or understandings not incorporated herein are excluded. Further, any modification of the Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed the day and year first above written.

WTA: Insurance Broker/Consultant:

_____________________________ ___________________________
Richard G. Walsh, General Manager
Whatcom Transportation Authority
# RECEIPT OF ADDENDA

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Note: Failure to acknowledge receipt of addenda may be considered as non-responsive to the proposal.

**THIS FORM MUST ACCOMPANY PROPOSAL**