

SEDGWICK COUNTY, KANSAS DIVISION OF FINANCE DEPARTMENT

Purchasing Department

525 N. Main, Suite 823 ~ Wichita, KS 67203 Phone: 316 660-7255 Fax: 316 383-7055 https://www.sedgwickcounty.org/finance/purchasing/ requests-for-bid-and-proposal/

REQUEST FOR PROPOSAL #20-0005 CAREER DEVELOPMENT TRAINING COURSES

January 17, 2020

Sedgwick County, Kansas (hereinafter referred to as "county") is seeking a firm or firms to provide career development training courses for Sedgwick County Human Resources. If your firm is interested in submitting a response, please do so in accordance with the instructions contained within the attached Request for Proposal. Responses are due no later than 1:45 pm CST, Tuesday, February 4, 2020.

All contact concerning this solicitation shall be made through the Purchasing Section. Bidders shall not contact county employees, department heads, using agencies, evaluation committee members or elected officials with questions or any other concerns about the solicitation. Questions, clarifications and concerns shall be submitted to the Purchasing Section in writing. Failure to comply with these guidelines may disqualify the Bidder's response

Sincerely,

Britt Rosencutter Purchasing Agent

BR/hp

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I. About this Document

This document is a Request for Proposal. It differs from a Request for Bid or Quotation in that the county is seeking a solution, as described on the cover page and in the following Background Information section, not a bid or quotation meeting firm specifications for the lowest price. As such, the lowest price proposed will not guarantee an award recommendation. As defined in Charter Resolution No. 68, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of the product(s) and/or service(s), of which quality, testing, references, service, availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a vendor's approach meets the desired requirements and needs of the county. Criteria that will be used and considered in evaluation for award are set forth in this document. The county will thoroughly review all proposals received. The county will also utilize its best judgment when determining whether to schedule a pre-proposal conference, before proposals are accepted, or meetings with vendors, after receipt of all proposals. A Purchase Order/Contract will be awarded to a qualified vendor submitting the best proposal. Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service(s) and/or product(s) which best meets its required needs, quality levels and budget constraints.

The nature of this work is for a public entity and will require the expenditure of public funds and/or use of public facilities, therefore the successful proposer will understand that portions (potentially all) of their proposal may become public record at any time after receipt of proposals. Proposal responses, purchase orders and final contracts are subject to public disclosure after award. All confidential or proprietary information should be clearly denoted in proposal responses and responders should understand this information will be considered prior to release, however no guarantee is made that information will be withheld from public view.

II. Background

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at more than 514,000 persons. It is the sixteenth largest in area, with 1,008 square miles, and reportedly has the second highest per capita wealth among Kansas' counties. Organizationally, the county is a Commission/Manager entity, employs nearly 2,500 persons, and hosts or provides a full range of municipal services, e.g. – public safety, public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

The Sedgwick County Department of Human Resources (HR) offers a variety of training courses on a rotating and as needed basis to all County employees including line staff, as well as new and experienced supervisors alike. These courses are used by County employees for personal and professional development. HR both administers and brokers these courses through subcontractors. Courses include topics such as time management, cultural awareness, interpersonal skills, etc. The County reserves the right to determine annual need for this contract based on budget constraints, department needs, and employee participation.

III. Project Objectives

Sedgwick County, Kansas (hereinafter referred to as "county") is seeking a firm or firms to provide career development training courses for Sedgwick County Human Resources. The following objectives have been identified for this contract:

- 1. Acquire services meeting the parameters, conditions and mandatory requirements presented in the document.
- 2. Establish contract pricing with the vendor that has the best proven "track-record" in performance, service and customer satisfaction.
- **3.** Acquire services with the most advantageous overall cost to the county.

IV. Submittals

Carefully review this Request for Proposal. It provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, submit one (1) original **AND** one (1) electronic copy (.PDF/Word supplied on a flash drive) of the entire document with any supplementary materials to:

Britt Rosencutter Sedgwick County Purchasing Section 525 N. Main, Suite 823 Wichita, KS 67203

SUBMITTALS are due **NO LATER THAN 1:45 pm CST, TUESDAY, February 4, 2020**. Responses must be <u>sealed</u> and marked on the lower left-hand corner with the firm name and address, proposal number, and proposal due date. Late or incomplete responses will not be accepted and will not receive consideration for final award.

Proposal responses will be acknowledged and read into record at bid opening which will occur at 2:00 pm CST, on the due date. No information other than the respondent's name will be disclosed at bid opening.

V. Scope of Work

Items listed in this section are requirements to completion of services under this contract. Only the classes listed below are being considered during this solicitation process, no alternative recommendations will be considered. The County reserves the right to determine annual need based on budget constraints, department needs, and employee participation.

A. General Courses

Interpersonal Skills in the Workplace

Instruction Hours: Minimum six (6) hours

Purpose: Interpersonal Skills in the workplace should focus on communication strategies for effective relationships. This class should stress the importance of developing and maintaining effective working relationships and provide techniques for overcoming communication barriers. This class should also focus on identifying different personality styles within the work environment and how these styles can work together.

This class should include, but not be limited to, the following objectives:

- Communication strategies for effective work/professional relationships.
- Communication barriers and strategies for overcoming these barriers.
- Verbal and non-verbal communication interpretation and effective feedback.
- How to effectively and professionally utilize electronic communication, including but not limited to: phone, email, text and instant messaging, and social media.
- Importance of effective working relationships in the workplace.
- Personality types: Examine different types of communication and personality styles and how to effectively utilize and interact with all styles.

Maximizing Your Full Potential

Instruction Hours: Minimum three and half (3.5) hours

Purpose: The goal of this class is to educate employees how to fully maximize their qualities and skills. This class should focus on tips and techniques that employees can use to further advance career opportunities through their personal skill set by putting their best foot forward, building their career in a positive and favorable manner.

This class should include, but not be limited to the following objectives:

- Creating a learning and development plan.
- Techniques to project a professional and confident image.
- Understanding personal skill set as an asset to their profession.
- Professional etiquette and behavior.
- Getting to know your team, understanding the differences in appropriate boundaries between personal and professional relationships.

Ethics and Creditability

Instruction Hours: Minimum four (4) hours

Purpose: The goal of this class is to educate employees on the professional standard of ethics for public sector employees. This class should focus on the creditability and professionalism of employees who work in local government.

This class should include, but not be limited to the following objectives:

- Define what it means to be "ethical"; define "creditability".
- Standard of ethics set forth for public sector employees through the ICMA Code of Ethics.
- Case Studies/Activity.

Listening and Communication Skills

Instruction Hours: Minimum four (4) hours

Purpose: The purpose of Listening and Communication Skills class is to give the participants tips, techniques to improve listening, and communication skills. This session should be interactive so the participants can apply techniques taught in class.

This class should include, but not be limited to the following objectives:

- Definition of listening, and an explanation of how listening and communication work together.
- Barriers negatively impacting, active listening, effective communication, and techniques to overcome them.
- Listening and communication skill development techniques.
- Styles of communication.
- Active listening activities.

Work/Life Balance (was Balance between Work and Home)

Instruction Hours: Minimum four (4) hours

Purpose: The purpose of the Work/Life Balance class is to give the participants tips and techniques to better establish and maintain healthy and effective ways of balancing and managing the demands of work and home.

This class should include, but not be limited to the following objectives:

- Recognizing the signs and effects of imbalance.
- Tips and techniques to use to balance the demands of work and home.
- Tools and activities that employees can directly apply.

Emotional Intelligence

Instructional Hours: Minimum six (6) hours

Purpose: The purpose of Emotional Intelligence is to relate the importance of emotional control. The Emotional Intelligence class will help the participants understand and control emotions which will lead to an increase in morale and productivity in the workplace.

This class should include, but not be limited to the following objectives:

- Define Emotional Intelligence.
- Understand emotional reactions.
- Self-assessment for Emotional Intelligence.
- Five core competencies of Emotional Intelligence.
- The importance and role of Emotional Intelligence in the workplace.
- Case study/activity.

Cultural Awareness

Instruction Hours: Minimum six (6) hours

Purpose: The goal of this class is to help employees understand the meaning of and need for cultural awareness and cultural competency in the workplace. This class should focus on the impact of cultural competency on employees working together and interacting with the public as members of local government. The class should include the behavioral differences driven by national origin, ethnicity, religion, etc., and also address invisible and subtle differences, such as whether a culture is time/material or relationship-based, how trust is built within a culture, and the most constructive ways to provide feedback and criticism.

This class should include, but not be limited to the following objectives:

- Understanding the definition of "culture" and how culture influences values, behaviors, attitudes, and perceptions.
- Identifying cultural differences and tendencies that impact communication, interactions, and effectiveness with co-workers, customers, and other stakeholders.
- Recognizing and responding appropriately to conflict involving cultural differences.
- Adapting and adjusting behavior and communication outside of comfort zones.
- Distinguishing between effective and ineffective cross cultural communication methods.
- Properly factoring in cultural issues & behaviors when hiring and assessing performance.

B. Supervisory Courses

Leadership in the Workplace

Instruction Hours: Minimum six and a half (6.5) hours

Purpose: Leadership in the Workplace should focus on the importance of leadership skills in the public sector. It is essential to provide techniques and strategies for positive effective leadership behavior. This class should include discussion and explanation that leadership and management are different roles, and that leadership can occur regardless of title or position.

This class should include, but not be limited to the following objectives:

- How to demonstrate and maximize your leadership.
- Leadership styles.
- Impact of positive leadership traits.
- Leadership and its role within the organization.
- Leadership strategies.
- Case Studies.

Building a Successful Team

Instruction Hours: Minimum seven (6) hours

Purpose: The purpose of Building a Successful Team is to give Supervisors and Managers tools to effectively illustrate ways to create, implement and manage effective work teams. This class will be focused on supervisory skills and how supervisors can coach and motivate their employees. Special focus should be given to issues encountered when supervising and working with teams made up of members of multiple generations.

This class should include, but not be limited to the following objectives:

- How to create a working team.
- Identify high potential team members.
- Define roles within a team.
- Create team trust and capacity.
- Define team leaders and their roles and responsibilities.
- How to create and follow through with team goals and objectives.
- Team participation.
- Motivation and Coaching.
- Problem solving with a work team environment.
- Working with generations in a work team.

VI. Sedgwick County's Responsibilities

- Provide information, as legally allowed, in possession of the county, which relates to the county's requirements or which is relevant to this project.
- Designate a person to act as the County Contract Manager with respect to the work to be performed under this contract.
- County reserves the right to make inspections at various points of the project. Contractor agrees to openly participate in said inspections and provide information to the county on the progress, expected completion date and any unforeseen or unexpected complications in the project.

VII. Proposal Terms

A. Questions and Contact Information

Any questions regarding this document must be submitted in writing to Britt Rosencutter at britt.rosencutter@sedgwick.gov by 5:00 p.m. CST, Friday, January 24, 2020. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/ under the Documents column associated with this RFP number by 5:00 p.m. CST, Wednesday, January 29, 2020. Firms are responsible for checking the website and acknowledging any addenda on their proposal response form.

B. Minimum Firm Qualifications

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the services specified to be considered for an award. Specific responses to each must be provided.

- a. Hold appropriate qualifications and/or credentials for the delivery of services specified and proposed.
- b. Have provided services similar to those specified herein for a minimum of two (2) years.
- c. All courses are instructor present only and not on-line training.
- d. Courses are generally scheduled at the end of each calendar year; however the county retains the right to alter the schedules with a 30-day notice to appropriate vendor.
- e. Available to facilitate course up to three (3) times annually.
- f. Courses are not grouped together to create one day of work.
- g. Courses shall not have any pre-requisites.
- h. Provide course materials to attendees.
- i. Ensure that all training courses be taught by qualified instructors and are to be instructor based, not self-study.
- j. The county reserves the right to determine annual need for this contract based on budget constraints, department needs and employee participation.
- k. Ensure a secondary instructor is available to facilitate the class in the event of the primary instructor canceling.
- 1. Be aware that most courses will be taught at onsite facilities within Sedgwick County chosen by HR staff.
- m. Ensure that all course materials and handouts are available for review prior to delivery of the training program.

- n. Ensure that course evaluations be administered and provided to Human Resources staff.
- o. Ensure that all courses be designed to accommodate an average of thirty (30) participants.

C. Evaluation Criteria

The selection process will be based on the responses to this RFP. County staff will judge each response as determined by the scoring criteria below. Purchasing staff are not a part of the evaluation committee.

Component	Points
Vendor's reliability and customer references	20
Meeting all required specifications	20
Course content includes objectives	30
Experience and competence in delivery of comparable courses	20
Proposing the services described herein with the most advantageous and	10
prudent methodology and cost to the county	
Total Points	100

Assume the following cost proposals (examples only)

- A. \$50,000.00
- B. \$38,000.00
- C. \$49,000.00

Company B with a total price of \$38,000.00 is the low offer. Take the low offer and divide each of the other offers into the low offer to calculate a percentage. This percentage is then multiplied by the number of points available for the cost. In this case, 10 points are allocated to cost.

A.	\$38,000.00 divided by \$50,000.00 = .76	.76*10	7.6 points
B.	\$38,000.00 divided by \$38,000.00 = 1.00	1.00*10	10 points
C.	\$38,000.00 divided by \$49,000.00= .77	.77*10	7.7 points

Any final negotiations for services, terms and conditions will be based, in part, on the firm's method of providing the service and the fee schedule achieved through discussions and agreement with the county's review committee. The county is under no obligation to accept the lowest priced proposal and reserves the right to further negotiate services and costs that are proposed. The county also reserves the sole right to recommend for award the proposal and plan that it deems to be in its best interest.

The county reserves the right to reject all proposals. All proposals, including supporting documentation shall become the property of Sedgwick County. All costs incurred in the preparation of this proposal shall be the responsibility of the firm making the proposals. Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service which best meets its required needs, quality levels and budget constraints.

D. Request for Proposal Timeline

The following dates are provided for information purposes and are subject to change without notice. Contact the Purchasing Section at (316) 660-7255 to confirm any and all dates.

Distribution of Request for Proposal to interested parties	January 17 , 2020
Questions and clarifications submitted in writing by 5:00 p.m. CST	January 24, 2020
Addendum Issued by 5:00pm CST	January 29, 2020
Sealed Proposal due before 1:45pm CST	February 4, 2020
Evaluation Period	February 4 – February 10,
	2020
Board of Bids and Contracts Recommendation	February 13, 2020
Board of County Commission Award	February 19, 2020

E. Contract Period and Payment Terms

A contractual period will begin following Board of County Commissioners (BoCC) approval of the successful firm(s) and continue for a period of two (2) years with two (2) one (1) year options to renew.

Either party may cancel its obligations herein upon thirty-day (30) prior written notice to the other party. It is understood that funding may cease or be reduced at any time, and in the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this agreement upon thirty (30) days prior written notice to the other. Payment will be remitted following receipt of monthly detailed invoice.

Payment and Invoice Provisions

https://www.sedgwickcounty.org/media/39239/payment_and_invoice_provisions.pdf

F. Insurance Requirements

Liability insurance coverage indicated below must be considered as primary and not as excess insurance. If required, contractor's professional liability/errors and omissions insurance shall (i) have a policy retroactive date prior to the date any professional services are provided for this project, and (ii) be maintained for a minimum of 3 years past completion of the project. Contractor shall furnish a certificate evidencing such coverage, with county listed as an additional insured including both ongoing and completed operations, except for professional liability, workers' compensation and employer's liability. **Certificate shall be provided prior to award of contract.** Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after county receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas (**must be acknowledged on the bid/proposal response form**).

NOTE: If any insurance is subject to a deductible or self-insured retention, written disclosure must be included in your proposal response and also be noted on the certificate of insurance.

It is the responsibility of contractor to require that any and all approved subcontractors meet the minimum insurance requirements.

Workers' Compensation:		
Applicable coverage per State Statutes		
Employer's Liability Insurance:	\$500,000.00	
Commercial General Liability Insurance (on form CG 00 01 04 13 or its equivalent):		
Each Occurrence	\$1,000,000.00	
General Aggregate, per project	\$2,000,000.00	
Personal Injury	\$1,000,000.00	
Products and Completed Operations Aggregate	\$2,000,000.00	
Automobile Liability:		
Combined single limit	\$500,000.00	
Umbrella Liability:		
Following form for both the general liability and automobile		
X Required/ Not Required		
Each Claim	\$1,000,000.00	
Aggregate	\$1,000,000.00	
Professional Liability/ Errors & Omissions Insurance:		
X Required/ Not Required		
Each Claim	\$1,000,000.00	
Aggregate	\$1,000,000.00	
Pollution Liability Insurance:		
Required/ <u>X</u> Not Required		
Each Claim	\$1,000,000.00	
Aggregate	\$1,000,000.00	

Special Risks or Circumstances:

Entity reserves the right to modify, by written contract, these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

G. Indemnification

To the fullest extent of the law, the provider, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the provider's performance of the agreement or any other agreements of the provider entered into by reason thereof. The provider shall indemnify and defend Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the provider, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney's fees. This indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The provider agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

H. <u>Confidential Matters and Data Ownership</u>

The successful proposer agrees all data, records and information, which the proposer, its agents and employees, which is the subject of this proposal, obtain access, remains at all times exclusively the property of Sedgwick County. The successful proposer agrees all such data, records, plans and information constitutes at all times proprietary information of Sedgwick County. The successful proposer agrees that it will not disclose, provide, or make available any of such proprietary information in any form to any person or entity. In addition, the successful proposer agrees it will not use any names or addresses contained in such data, records, plans and information for the purpose of selling or offering for sale any property or service to any person or entity who resides at any address in such data.

In addition, the successful proposer agrees it will not sell, give or otherwise make available to any person or entity any names or addresses contained in or derived from such data, records and information for the purpose of allowing such person to sell or offer for sale any property or service to any person or entity named in such data. Successful proposer agrees it will take all reasonable steps and the same protective precautions to protect Sedgwick County's proprietary information from disclosure to third parties as with successful proposer's own proprietary and confidential information. Proposer agrees that all data, regardless of form that is generated as a result of this Request for Proposal is the property of Sedgwick County.

I. <u>Proposal Conditions</u>

https://www.sedgwickcounty.org/media/31338/proposal-terms-conditions.pdf

General Contract Provisions

https://www.sedgwickcounty.org/media/31337/general-contractual-provisions.pdf

Mandatory Contract Provisions

https://www.sedgwickcounty.org/media/31336/mandatory-contractual-provisions.pdf

Independent Contractor

https://www.sedgwickcounty.org/media/54780/independent-contractor-addendum.pdf

Sample Contract

https://www.sedgwickcounty.org/media/39236/sample-contract.pdf

VIII. Required Response Content

All proposal submissions shall include the following:

- 1. Firm profile: the name of the firm, address, telephone number(s), contact person, year the firm was established, and the names of the principals of the firm.
- 2. The names of the staff members who will be available for work on the contract, including a listing of their work experience.
- 3. The firm's relevant experience, notably experience working with government agencies.
- 4. At minimum, three (3) professional references, besides Sedgwick County, with email addresses, telephone numbers, and contact persons where work has been completed within the last three years.
- 5. A disclosure of any personal or financial interest in any properties in the project area, or any real or potential conflicts of interest with members of the Sedgwick County Board of County Commissioners or county staff.
- 6. A description of the type of assistance that will be sought from county staff, including assistance required from the county to lessen the costs of this project.
- 7. Proof of insurance meeting minimum insurance requirements as designated herein.
- 8. Those responses that do not include all required forms/items may be deemed non-responsive.

REQUEST FOR PROPOSAL #20-0005

CAREER DEVELOPMENT TRAINING COURSES

The undersigned, on behalf of the proposer, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposer is entered; (4) they have read the complete Request for Proposal and understands all provisions; (5) if accepted by the county, this proposal is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be their responsibility.

NAME		
DBA/SAME		
CONTACT		
ADDRESS	CITY/STATE	ZIP
PHONE	FAX	HOURS
STATE OF INCORPORATION or OR	GANIZATION	
WEBSITE ADDRESS	EMAIL_	
NUMBER OF LOCATIONS	NUMBER OF PERSONS EMPLOYE	CD
TYPE OF ORGANIZATION: Public C	CorporationPrivate Corporation	Sole Proprietorship
Partnership Other (Describe):		
BUSINESS MODEL: Small Business _	Manufacturer Distributor	Retail
Dealer Other (Describe):		
Not a Minority-Owned Business:	Minority-Owned Business:	(Specify Below)
African American (05) Asia	an Pacific (10) Subcontinent Asian (15)	Hispanic (20)
Native American (25) Oth	er (30) - Please specify	
Not a Woman-Owned Business:	Woman-Owned Business:(Specify Below)
Not Minority -Woman Owned (50)	African American-Woman Owned (55) _	Asian Pacific-Woman Owned (60)
Subcontinent Asian-Woman Owner	d (65)Hispanic Woman Owned (70)	Native American-Woman Owned (75)
Other – Woman Owned (80) – Ple	ase specify	
ARE YOU REGISTERED TO DO BUS	SINESS IN THE STATE OF KS:Yes	No
INSURANCE REGISTERED IN THE	STATE OF KS WITH MINIMUM BEST RA	TING OF A-VIII:YesNo
responsibility to check and confirm all add www.sedgwickcounty.org/finance/purchas		
NO, DATED; NO	, DATED; NO, DATED	
submission format should be by order in v	edges all requirements, terms, conditions, and second vhich sections are listed throughout the document led in proposer's response. Exceptions to any p	t. All minimum and general requirements
Signature	Title	<u>-</u>
Print Name	Dated	

X. APPENDIX A – PRICING INFORMATION

The pricing information must be all inclusive of all terms, conditions and scope with this solicitation including course materials, handouts, design, instruction and any travel or other expenses incurred by proposer.

General Courses

Interpersonal Skills in the Workplace S	\$	_ per course
Maximizing your Full Potential \$	per	course
Ethics and Creditability \$	per course	
Listening and Communication Skills \$		_ per course
Work/Life Balance \$	per course	
Emotional Intelligence \$	per course	
Cultural Awareness \$	_ per course	
Supervisory Courses		
Leadership in the Workplace \$	per co	urse
Building a Successful Team \$	ner cou	rse

- 1. Please list names, titles and qualifications of lead professional personnel to be assigned to the county account.
- 2. Provide a brief description of your firm, including qualifications, experience, and depth of staff, quality control, and the demonstration of your ability to be the county's training provider. Identify special licensing or registrations held by professional(s) assigned.
- 3. Include a resume and list of engagements of those individuals who will provide services as outlined in the request for proposal.
- 4. Provide three (3) references including names, addresses, phone numbers, e-mail address and contact person.