REQUEST FOR PROPOSALS

SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS

REQUEST FOR PROPOSALS NO. 19-04
FOR
CITIES REPRESENTATIVE SERVICES (METRO BOARD MEMBER)

PROJECT SCHEDULE

<table>
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<tr>
<th>Date</th>
<th>Event</th>
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<tbody>
<tr>
<td>July 1, 2019</td>
<td>Request for Proposals (RFP) Issued</td>
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<tr>
<td>July 12, 2019, 5:00 p.m. PDT</td>
<td>Deadline for Written Questions</td>
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<tr>
<td>July 26, 2019, 11:00 a.m. PDT</td>
<td>Proposals Due</td>
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<tr>
<td>August 13, 2019, Tentative</td>
<td>Oral Interviews</td>
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<tr>
<td>August 20, 2019, Tentative</td>
<td>Notice of Intent to Award</td>
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<td>September, 2019</td>
<td>Governing Board</td>
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<tr>
<td>October, 2019</td>
<td>Anticipated Contract Commencement</td>
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NOTICE OF REQUEST FOR PROPOSALS (RFP)

TO: All Interested Proposers

FROM: San Gabriel Valley Council of Governments

The San Gabriel Valley Council of Governments (SGVCOG) invites proposals from qualified consultants for the position of Cities Representative (Metro) Services, to support services in the performance of the duties and responsibilities of the Board member. SGVCOG intends to award the contract for a period of 12 months.

To participate as a Proposer, firms must be registered as a vendor through SGVCOGs website at www.sgvcog.org. Firms must be identified as a prospective Proposer for this solicitation to receive notifications of activities pertaining to the solicitation.

Proposals must be received in SGVCOGs office at or before 11:00 a.m., July 26, 2019.

Proposals shall be submitted to the following address:

San Gabriel Valley Council of Governments
Alameda Corridor-East Project
4900 Rivergrade Road, Suite A120
Irwindale, California 91706
Attention: Kathy McClure, Contracts Manager

Proposals received after the date and time specified above will be returned to Proposer unopened.

Please note that all addenda must be acknowledged through SGVCOGs online bidding system, PlanetBids.

Commodities for this solicitation are:

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<tr>
<th>Category(s):</th>
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<tr>
<td>541611</td>
<td>Administrative Management and General</td>
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<tr>
<td>541618</td>
<td>Other Management Consulting Services</td>
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<tr>
<td>541820</td>
<td>Public Relations Agencies</td>
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<tr>
<td>922190</td>
<td>Other Justice, Public Order, and Safety Activities</td>
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</tbody>
</table>
All written questions must be submitted through SGVCOGs online bidding system, PlanetBids, Q&A tab, by July 12, 2019, prior to 5:00 p.m. SGVCOG will respond to all questions through the online bidding system by written addendum.

Communications must be directed to the Contracts Manager during the procurement phase of the solicitation, unless an alternate contact is specifically authorized by the Contracts Manager. This is to ensure an equitable exchange of information and prevent bias between SGVCOG and all potential Proposers.

Any award as result of this RFP will be awarded to the most technically qualified firm(s) in accordance with this solicitation. The successful Proposer(s) will be required to comply with all applicable Equal Employment Opportunity Laws and Regulations.

Firms should be aware that an award may be made without further discussions. SGVCOG reserves the right to withdraw or cancel this RFP at any time without prior notice, and SGVCOG makes no representation that any contract(s) will be awarded to a Proposer responding to this RFP.

Kathy McClure
Contracts Manager
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SECTION I. INSTRUCTIONS TO PROPOSERS

1. INTRODUCTION/PURPOSE

The San Gabriel Council of Governments (SGVCOG) seeks a firm to provide Cities Representative (MTA) services for the SGVCOG. This RFP is intended to procure a professional City Representative (MTA) to provide staff support for an LACMTA Board Member including attending MTA and MTA-related meetings, reports, and projects in addition to other responsibilities.

The SGVCOG proposes to commit to a 12-month agreement for the Cities Representative (MTA) services, contingent upon annual budget appropriations and mutual consent of both the SGVCOG and the selected Proposer.

2. BACKGROUND

The SGVCOG is a Joint Powers Authority created by 30 cities within Los Angeles County, Los Angeles County Supervisorial Districts 1, 4 and 5, and the San Gabriel Valley’s water agencies to serve interregional interests of the 2 million residents living in the incorporated cities and unincorporated communities in the San Gabriel Valley. Founded in 1994, the organization’s mission is to serve as “a unified voice to maximize resources and advocate for regional and member interests to improve the quality of life in the San Gabriel Valley.”

For additional information about the SGVCOG, please visit https://www.sgvcog.org/.

3. EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a proposal, Proposer represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve SGVCOGs objectives. Proposers are liable for all errors and omissions contained within their proposals.

4. ADDENDA

SGVCOG reserves the right to revise the RFP documents. Any changes to the requirements of this RFP will be made by written addendum. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Contract. SGVCOG will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. Proposers shall acknowledge receipt of addenda in their proposals. Failure to acknowledge receipt of Addenda may cause the proposal to be deemed non-responsive to this RFP, and be rejected.
5. SGVCOG CONTACT

All communication and/or contact with SGVCOG staff regarding this RFP are to be directed to the following:

Kathy McClure, Contracts Manager  
San Gabriel Valley Council of Governments  
Alameda Corridor-East Project  
4900 Rivergrade Road, Suite A120  
Irwindale, California 91706

Commencing on the date of the issuance of this RFP and continuing until award of the contract or cancellation of this RFP, no proposer, subcontractor, lobbyist or agent hired by the proposer shall have any contact or communications regarding this RFP with any SGVCOG staff; member of the Technical Evaluation Committee (TEC) for this RFP; or any contractor on consultant involved with the procurement, other than the Contracts Manager named above, or unless expressly permitted by this RFP. Contact includes face-to-face, telephone, electronic mail (e-mail) or formal written communication. Any proposer, subcontractor, lobbyist or agent hired by the proposer that engages in such prohibited communications may result in disqualification of the proposer at the sole discretion of SGVCOG.

6. CLARIFICATIONS

A. Questions

All questions regarding the RFP must be submitted in writing and submitted via SGVCOG’s online bidding system, https://www.sgvcog.org/ no later than 5:00 PM (PST) July 12, 2019. No other questions will be received after the deadline. Only written inquiries transmitted online will be considered. All questions and answers will be posted on SGVCOG’s online bidding system, https://www.sgvcog.org/. You will be directed to Planet Bids.

Under no circumstances should prospective proposer discuss with, or inquire of, any SGVCOG employees, city employees or elected officials including the SGVCOG Board and Capital Projects and Construction Committee members on any matter relating to this solicitation.

B. Examination of Documents

Should a Proposer require clarifications of this RFP, the Proposer shall notify SGVCOG in writing via SGVCOG’s online bidding system, https://www.sgvcog.org/, no later than 5:00 PM (PDT) July 12, 2019. Should it be found that the point in question is not clearly and fully set forth, SGVCOG will issue a written addendum clarifying the matter which will be sent to all firms registered on PlanetBids under the commodity codes specified in this RFP.
C. Submitting Requests

(1) Requests for clarification, exceptions and deviations must be submitted during the Question and Answer phase of the solicitation via SGVCOG’s online bidding system PlanetBids.

(2) Proposers must state exceptions to or deviations from the requirements of this solicitation, segregating “technical” (scope of work) exceptions from “contractual” (terms and conditions) exceptions. If no exceptions are identified, Proposer(s) will be deemed to have accepted all requirements, including contractual terms and conditions, as set forth in the solicitation. Exceptions will not be considered after the solicitation has closed.

D. Additional Terms and Conditions

(1) Nondiscrimination – SGVCOG will not discriminate against any interested individual, firm or Proposer on the grounds of race, religion, color, national origin, ancestry, age, physical or intellectual disability, medical condition, genetic information, pregnancy, marital status, sex, gender, gender identity, gender expression, or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

(2) Proposers, at their sole expense and at the appropriate time, shall obtain and maintain all appropriate permits, certificates and licenses including, but not limited to, a City business license(s), which will be required in connection with their Proposal.

7. SUBMISSION OF PROPOSALS

A. Date and Time

Proposals must be received in SGVCOGs office at or before **11:00 a.m. on Friday, July 26, 2019.**

Proposals received after the above-specified date and time will be returned to Proposers unopened.

B. Address

The proposal shall be signed by an individual(s) authorized to execute legal documents on behalf of the Proposer. Failure to provide all required submittals may result in a proposal being found non-responsive and given no consideration.
Proposals shall be delivered to the following address:

San Gabriel Valley Council of Governments  
Alameda Corridor-East Project  
4900 Rivergrade Road, Suite A120  
Irwindale, California 91706  
Attention: Kathy McClure, Contracts Manager

C. Identification of Proposals

Proposer shall submit one (1) original (unbound) and four (4) separate copies on flash drives in a sealed envelope with a return address, including business name, no later than 11:00 a.m. (PDT), July 26, 2019 to the address above.

D. Acceptance of Proposals

(1) SGVCOG reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposal.

(2) SGVCOG reserves the right to withdraw or cancel this RFP at any time without prior notice and it makes no representations that any contract will be awarded to any Proposer responding to this RFP.

(3) SGVCOG reserves the right at its sole discretion to modify this RFP should the SGVCOG deem that it is in the SGVCOG’s best interests to do so.

8. PRE-CONTRACTUAL EXPENSES

1. SGVCOG will not be liable for any pre-contractual expenses incurred by any Proposer in preparation of its proposal. Proposer shall not include any such expenses as part of their proposal.

2. Pre-qualification expenses are defined as expenses incurred by the Proposer in:
   a. Preparing its proposal to this RFP;
   b. Submitting that proposal to SGVCOG;
   c. Negotiating with SGVCOG any matter related to this proposal; and
   d. Any other expenses incurred by Proposer prior to date of award, if any, of the Agreement.
9. JOINT PROPOSALS

Where two or more firms desire to submit a single response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. SGVCOG intends to contract with a single firm and not with multiple firms doing business as a joint venture.

10. CONTRACT TYPE

SGVCOG intends to award a Firm Fixed Price (FFP) agreement for a period of 12 months. SGVCOG may award the agreement at a time other than stated in the proposed schedule.

11. PROTEST PROCEDURES

SGVCOG has prepared written protest procedures that are applicable to its solicitations and a copy of the procedures may be obtained by contacting the SGVCOG Contracts Manager identified in this RFP.

12. CONFLICT OF INTEREST

Firm agrees to avoid organizational conflicts of interest. An organizational conflict of interest mean that due to other activities, relationships or contracts, the Firm is unable, or potentially unable to render impartial assistance or advise SGVCOG; Firm’s objectivity in performing the work identified in the specifications is, or might be, otherwise impaired; or the Firm has an unfair competitive advantage. Firm is obligated to fully disclose to SGVCOG in writing any Conflict of Interest issues as soon as they are known to the Firm. All disclosures must be disclosed at the time of Proposal submittal.

13. CODE OF CONDUCT

Firm agrees to comply with SGVCOG’s Code of Conduct as it relates to Third-Party contracts which is hereby referenced and by this reference is incorporated herein. Firm agrees to include these requirements in all of its subcontracts.
14. SUBMISSION OF REQUIRED FORMS

The following items **MUST** be submitted at the time of proposal submission or your proposal may be deemed non-responsive:

(1) Status of Past and Present Contracts Form
Proposer shall identify the status of past and present contracts where the firm has either provided services as a prime contractor or a subcontractor during the past five (5) years in which the contract has ended or will end in a termination, settlement, or litigation. A separate form must be completed for each contract identified.

(2) Cost/Price Sheet

*END OF INSTRUCTIONS TO PROPOSERS*
SECTION II. EVALUATION CRITERIA

A. EVALUATION CRITERIA

SGVCOG will evaluate the proposals received based on the following criteria:

1. Qualifications and Related Experience 30 pts

   Demonstrated experience in performing staff support services to Board Members (or Executives). Experience performing work on behalf of Board Members (or Executives) including attending meetings, analyzing reports and other correspondence, and recommending strategies. Demonstrated history of working on efforts with similar scope and complexity.

2. Personnel 30 pts

   Qualifications of proposed personnel, including their relevant past experience on projects of a similar nature for public agencies and/or nongovernmental organizations. Key personnel’s level of involvement in performing related work cited in “Qualifications and Related Experience of the Firm” section. References for key personnel from relevant past projects or programs.

3. Project Understanding and Approach 20 pts

   Demonstrate an understanding of the scope of services. Describe the Proposer’s general approach and organization to perform the required services.

4. Cost/Price 20 pts

   Cost will be scored to determine the reasonableness and competitiveness of the total proposed price compared to other offers received, adequacy of data in support of figures quoted; and cost comparison to similar levels of effort.
B. EVALUATION PROCEDURE

The SGVCOG will appoint a selection committee to evaluate the proposals received for this RFP. The committee is comprised of SGVCOG staff and may include outside personnel. Committee members will evaluate the written proposals using the criteria identified in Section II A. A list of top ranked proposals, firms within a competitive range, will be developed based upon the totals of each committee members’ score for each proposal.

The selection committee shall convene to discuss the proposals and receive the results of reference checks made by agency staff. Committee members have the right to adjust their scores based on information obtained from the reference checks, and/or the discussion within the committee.

During the evaluation period, SGVCOG may interview some or all of the proposing firms. SGVCOG has tentatively established August 6, 2019, as the date to conduct interviews. All prospective Proposers are to keep this date available. No other interview dates shall be provided, therefore, if a Proposer is unable to attend the interview on this date, the proposal may be eliminated from further consideration. The interview may consist of a short presentation by the Proposer after which the evaluation committee will ask questions related to the firm’s proposal and qualifications.

C. AWARD

The evaluation committee will select a firm to recommend to SGVCOG’s Governing Board. SGVCOG reserves the right to award its total requirements to one Proposer or to apportion those requirements among several Proposers as SGVCOG may deem to be in its best interest. In addition, negotiations may or may not be conducted with Proposers; therefore, the proposal submitted should contain Proposer’s most favorable terms and conditions, since the selection and award may be made without discussion with any Proposer.
D. NOTIFICATION OF AWARD AND DEBRIEFING

Proposers who submit a proposal in response to this RFP shall be notified via PlanetBids of the contract award. Such notification shall be made no later than the close of business the fifth (5th) business day after the notice of intent to award is issued by SGVCOG.

Proposers who were not awarded the contract may obtain a debriefing concerning the strengths and weaknesses of their proposal. Unsuccessful Proposers, who wish to be debriefed, must request the debriefing in writing or electronic mail. Debriefings must be requested within two (2) weeks of the SGVCOG Board’s action on the recommendation of the selection committee.

END OF EVALUATION CRITERIA
SECTION III. SUBMITTAL REQUIREMENTS

PROPOSAL CONTENT

1. PROPOSAL FORMAT AND CONTENT

A. Format

Proposals should be typed with a standard 12-point font, double-spaced and submitted on 8 1/2” x 11” size paper, one-inch margins, and using a single method of fastening. Charts and schedules may be included in 11”x17” format. Graphics font shall be a minimum of 8 point. Proposals should not include any unnecessarily elaborate or promotional materials. Proposals should not exceed seventeen (17) pages in length, excluding any appendices, cover letters, resumes, or forms.

The length of each section should not be greater than:

- Cover Letter 2
- Project Understanding and Approach 5
- Qualifications & Experience of Proposed Staff 9
- Proposed Cost 1
- **Total** 17
- Appendices (as applicable) n/a

Pages from one section may be substituted in another section. Any pages over the total (17), excluding appendices, will not be included in the scoring. Dividers used to separate sections will not be counted.

Proposer signature and acknowledgment of receipt

The Proposal shall be signed by a duly authorized official of the Proposer, and shall contain an acknowledgment of receipt of all amendments and/or addenda to the RFP.

B. Cover Letter

Cover letter shall be addressed to Kathy McClure, Contracts Manager, and at a minimum, must contain the following:

(1) Identification of person within the Proposer’s firm that has authority to negotiate with SGVCOG and to execute on behalf of the Proposer’s firm any agreement that may result from such negotiations. Identification shall include legal name of company, corporate address, telephone number. Include name, title, address, telephone number and email address of the individual who will be
responsible for any negotiations with SGVCOG and any contact person for the Proposed Firm during the period of proposal evaluation (Responsiveness Item).

(2) Identification of all proposed subcontractors including DBE status, legal name of company, address and contact person (Responsiveness Item).

(3) Acknowledgement that The Proposed Firm is obligated by any and all RFP addenda (Responsiveness Item).

(4) A statement to the effect that the proposal submitted shall remain valid for a period of not less than one hundred eighty (180) days from the date of submittal (Responsiveness Item).

(5) Acknowledge acceptance of the terms and conditions contained in Appendix C – Sample Services Agreement or state objections to specific parts of Appendix C.

(6) Signature of a person authorized to bind The Proposed Firm to the terms of the RFP (Responsiveness Item).

(7) Signed statement attesting that all information submitted with the proposal is true and correct.

(8) Proposers are advised that it is the SGVCOG’s practice to award contracts through a process of full and open competition. By responding to this RFP, each Proposer represents to the best of its knowledge (a) that such Proposer and all of its affiliates, proposed subcontractors, and associated staff have not communicated with staff of SGVCOG since the release of this RFP on any matter related to this RFP except to the extent specified in this RFP, (b) that such Proposer and all of its affiliates, proposed subcontractors and associated staff do not have and have not used any information regarding this RFP and the proposed project that have not been generally available to all Proposer’s and (c) that no conflict of interest exists under any applicable statute or regulation or as a result of any past or current contractual relationship with SGVCOG.
C. Technical Proposal

Qualifications and Related Experience of the Firm

This section of the proposal should establish the ability of the Proposer to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

Proposer shall:

(1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.

(2) Describe the firm’s experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project.

(3) Identify subcontractors by company name, address, contact person, telephone number, email, and project function. Describe Proposer’s experience working with each subcontractor.

(4) Provide at a minimum three (3) references for the projects cited as related experience, and furnish the name, title, address, telephone number, and email address of the person(s) at the client organization who is most knowledgeable about the work performed. Proposer may also supply references from other work not cited in this section as related experience.

Proposed Staffing and Project Organization

This section of the proposal should establish the method, which will be used by the Proposer to manage the project as well as identify key personnel assigned.

Proposer shall:

(1) Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person’s name, current location, proposed position for this project, current assignment, level of commitment to that assignment,
availability for this assignment and how long each person has been with the firm.

(2) Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel that includes education, experience, and applicable professional credentials.

(3) Indicate adequacy of labor resources utilizing a table projecting the resource allocation to the project by individual task.

(4) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.

(5) Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the SGVCOG.

Work Plan

Proposer should provide a narrative, which addresses the Scope of Work, and shows Proposer’s understanding of SGVCOG’s needs and requirements.

Proposer to:

(1) Describe the approach to completing the tasks specified in the Scope of Work. The approach to the work plan shall be of such detail to demonstrate the Proposer’s ability to accomplish the project objectives and overall schedule.

(2) Outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them.

(3) Furnish a project schedule for completing the tasks in terms of elapsed weeks.

(4) Identify methods that Proposer will use to ensure quality control as well as budget and schedule control for the project.

(5) Identify any special issues or problems that are likely to be encountered in this project and how the Proposer would propose to address them.

(6) Proposer is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.
D. Cost/Price Sheet – Fees
Proposer must fill out and submit a Cost/Price Sheet (Appendix D) which is a schedule showing the hourly rate for the proposed staff for Cities Representative Services (MTA). Firms’ rates (if any) for clerical staff and any other significant reimbursables shall also be included.

Proposers are required to submit hourly rate sheet, under sealed separate enclosure.

2. PROPOSAL FORMS

This section shall include the Proposal Forms contained in Appendix D to this RFP which consist of the following:

A. Status of Past and Present Contracts
B. Cost/Price Sheet

END OF SUBMITTAL REQUIREMENTS
APPENDIX B
A. The Consultant shall provide staff support for the Los Angeles County MTA (LACMTA) Board Member, which shall include, but not be limited to the following:

1. Attend relevant MTA and MTA-related meetings, in addition to other transportation-related summits, meetings or forums with impact Metro and the region, and inform the policy decision-making of the Board Member.

2. Support implementation of Measure R and Measure M in San Gabriel Valley, including supporting development and approval of sub-regional programming plans; funding Memorandums of Understanding (MOUs) and other funding agreements, guidelines, and documents as necessary.

3. Review and analyze MTA-generated reports, memos and other written material to assist the Board Member in making informed decisions on policies and programs and other items considered by the Board.

4. Working with Metro, coordinate and assist SGVCOG in gathering relevant feedback on the Countywide Sustainability Policy to assure consistency with the Regional Transportation Plan (RTP) / Sustainable Communities Strategy (SCS).

5. Support Congestion Reduction Program through collaboration with Metro, State and Federal agencies and the cities along the I-10 freeway project corridor.

6. Recommend action and strategies for the successful passage of policy items under the consideration by the LACMTA Board.

7. Prepare correspondence and reports for, and on behalf of, the Board Member; prepare speaking points for media events and speaking engagements.

8. Provide liaison services on behalf of the Board Member to the Councils of Governments, member cities, city staff, elected officials and other stakeholders to facilitate two-way communications, including preparation of monthly newsletters, and the coordination of advocacy efforts.

9. Assist Council of Governments and member cities on administrative issues within the MTA.

10. Assist in developing support for transportation projects, programs and services which benefit the San Gabriel Valley cities and populace of the region as a whole.
11. Review and monitor state legislation; schedule and attend meetings as necessary; accompany Director, or act on Director’s behalf, for Metro legislative purpose to Sacramento and Washington D.C.

12. Monitor and report on transportation-related activities of other regional agencies’ policy deliberations and actions.

13. Assist with other projects, events and activities as required.

B. Deliverables

1. Bi-weekly status report to include all activities and work performed, and the status of each.

*END OF SCOPE OF WORK*
APPENDIX C
SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
AGREEMENT FOR CONSULTANT SERVICES
WITH

This Agreement for Consultant Services ("Agreement") is made and entered into this ___ day of ____________, 2019, by and between the San Gabriel Valley Council of Governments ("SGVCOG") and ________________ ("Consultant").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. Term of Agreement.

Subject to the provisions of Section 17, the term of this Agreement shall be for a period of ______________ from the date of execution of this Agreement. Such term may be extended upon written agreement of both parties to this Agreement.

2. Scope of Services.

Consultant shall provide the SGVCOG consultant services in accordance with the proposal attached hereto as Exhibit “A” and incorporated herein by reference. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those described in this section unless such additional services are authorized in advance and in writing by the SGVCOG. Consultant shall be compensated for any such additional authorized services in the amounts and in the manner agreed to in writing by the SGVCOG.

3. Compensation and Method of Payment.

(a) The total compensation to be paid to Consultant pursuant to this Agreement shall not exceed _______. Consultant shall be compensated in the manner and in the amounts specified in Exhibit A.

(b) Each month Consultant shall furnish to SGVCOG an original invoice for all work performed and expenses incurred during the preceding month. SGVCOG shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by SGVCOG, SGVCOG shall withhold that portion of the invoice that is in dispute and remit the remainder.

(c) Except as to any charges for work performed or expenses incurred by Consultant to the extent disputed by SGVCOG, SGVCOG will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's invoice.


Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing
or relating to work, services, expenditures and disbursements charged to SGVCOG pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained for three years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.

5. **Ownership of Documents**

All original maps, models, designs, drawings, photographs, studies, survey, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement shall be the sole property of the SGVCOG and may be used, reused or otherwise disposed of by the SGVCOG without the permission of the Consultant. Upon satisfactory completion of, or in the event of expiration, termination, suspension, or abandonment of this Agreement, Consultant shall turn over to SGVCOG all such maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents which Consultant may have temporarily retained for use by Consultant staff. With respect to computer files, Consultant shall make available to the SGVCOG, upon reasonable written request by the SGVCOG, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

6. **Status of Consultant.**

(a) Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of SGVCOG. Consultant shall have no authority to bind SGVCOG in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against SGVCOG, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by SGVCOG.

(b) The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither SGVCOG, nor any elected or appointed boards, officers, officials, employees, members or agents of SGVCOG, shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, employees, members or agents of SGVCOG.

(c) Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by SGVCOG, including but not limited to eligibility to enroll in PERS as an employee of SGVCOG and entitlement to any contribution to be paid by SGVCOG for employer contribution and/or employee contributions for PERS benefits.

(d) **PERS Eligibility Indemnification:** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of SGVCOG, Consultant shall indemnify, defend, and hold harmless SGVCOG for the payment of any employee and/or employer contributions for PERS benefits on behalf of
Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of SGVCOG.

7. **Deficient Services.**

Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement. SGVCOG may disapprove services that do not conform to these standards and practices and may withhold or deny compensation for deficient services. Upon disapproval of services by SGVCOG, Consultant shall immediately re-perform, at its own costs, the services that are deficient. SGVCOG must notify Consultant in writing of the existence of such deficient services within a reasonable time, not to exceed sixty (60) days after its discovery thereof, but in no event later than one (1) year after the completion of such deficient services. No approval, disapproval, or omission to provide approval or disapproval shall release Consultant from any responsibility under this Agreement.

8. **Compliance With Applicable Laws; Permits and Licenses.**

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither SGVCOG, nor any elected or appointed boards, officers, officials, employees, members or agents of SGVCOG, shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

9. **Nondiscrimination.**

Consultant shall not discriminate in any way against any person on the basis of race, religion, color, national origin, ancestry, age, physical or intellectual disability, medical condition, genetic information, pregnancy, marital status, sex, gender, gender identity, gender expression, or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code, in connection with or related to the performance of this Agreement.

10. **Unauthorized Aliens.**

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. § 1101 et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against SGVCOG for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse SGVCOG for the cost of all such liabilities or sanctions imposed, together with any and all costs, including reasonable attorney fees, incurred by SGVCOG.
11. **Conflicts of Interest**

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, (but not including ownership of stock in a publicly traded company), which would conflict in any manner with the interests of SGVCOG or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the SGVCOG. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of SGVCOG in the performance of this Agreement.

12. **Confidential Information; Release of Information.**

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than SGVCOG without prior written authorization from the SGVCOG, except as may be required by law. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the SGVCOG or unless requested by the General Counsel of SGVCOG, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives SGVCOG notice of such court order or subpoena. If Consultant, or any officer, employee or agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then SGVCOG shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including reasonable attorneys’ fees, caused by or incurred as a result of Consultant's conduct.

(b) Consultant shall promptly notify SGVCOG should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. SGVCOG retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with SGVCOG and to provide SGVCOG with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by SGVCOG to control, direct, or rewrite said response.

13. **Indemnification.**

(a) SGVCOG and its respective elected and appointed boards, officials, officers, agents, employees, members and volunteers (individually and collectively, “Indemnities”) shall have no liability to Consultant or any other person for, and Consultant shall indemnify, defend, protect and hold harmless Indemnities from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively “Claims”), which Indemnities may suffer or incur or to which Indemnities may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or caused by the Consultant's performance of or failure to perform any services under this Agreement or by the negligent or willful acts or omissions of Consultant, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this Agreement.
(b) If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify Indemnitees as provided above, Consultant, upon notice from SGVCOG, shall defend Indemnitees at Consultant's expense by counsel acceptable to SGVCOG, such acceptance not to be unreasonably withheld. The insurance required to be maintained by Consultant under Section 13 shall ensure Consultant's obligations under this section to the extent that the Claims suffered or incurred by SGVCOG arise out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of negligent action or omissions of Consultant, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.


(a) Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in this section. All insurance policies shall be subject to approval by SGVCOG as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the SGVCOG. Consultant agrees to provide SGVCOG with copies of required policies or certificates evidencing the required policies upon request.

(b) Consultant shall provide and maintain insurance acceptable to the SGVCOG in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. Consultant shall provide the following scope and limits of insurance:

(1) Minimum Scope of Insurance. Coverage shall be at least as broad as:

A. Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).

B. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the SGVCOG.

C. Workers' Compensation insurance as required by the Labor Code of State of California and Employer's Liability insurance and covering all persons providing services on behalf of the Consultant and all risks to such persons under this Agreement.

D. Errors and omissions liability insurance appropriate to the Consultant's profession.

(2) Limits of Insurance. Consultant shall maintain limits of insurance no less than:

A. General Liability: $1,000,000 general aggregate for bodily injury, personal injury and property damage.

B. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.
C. Workers’ Compensation and Employer’s Liability: Workers’ Compensation as required by the Labor Code of the State of California and Employers Liability limits of $1,000,000 per accident.

D. Errors and Omissions Liability: $1,000,000 per claim and aggregate.

(c) Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

(1) All Policies. Each insurance policy required by this Section 13 shall be endorsed and state the coverage shall not be cancelled by the insurer or Consultant except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to SGVCOG. Consultant shall provide to SGVCOG notice of suspension or voiding of coverage, or reduction in coverage, or limits below those required in this section.

(2) General Liability and Automobile Liability Coverages.

A. SGVCOG, and its respective elected and appointed officers, officials, members and employees are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to SGVCOG, and its respective elected and appointed officers, officials, members or employees.

B. Consultant's insurance coverage shall be primary insurance with respect to SGVCOG, and its respective elected and appointed officials, its officers, members and employees. Any insurance or self-insurance maintained by SGVCOG, and its respective elected and appointed officers, officials, members or employees, shall apply in excess of, and not contribute with, Consultant's insurance.

C. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

D. Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SGVCOG, and its respective elected and appointed officers, officials, members or employees.

(3) Workers' Compensation and Employer's Liability Coverage. Unless the SGVCOG otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against SGVCOG, and its respective elected and appointed officers, officials, members and employees for losses arising from services performed by Consultant.

(d) Other Requirements. Consultant agrees to deposit with SGVCOG, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy SGVCOG that Consultant has complied with the insurance provisions of this Agreement. Such insurance certificates shall be attached hereto as Exhibit “B.” SGVCOG's general counsel may require that Consultant furnish SGVCOG with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. SGVCOG reserves the right to inspect complete, certified copies of all required insurance policies, at any time.
(1) Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

(2) Any deductibles or self-insured retentions must be declared to and approved by SGVCOG, such approval not to be unreasonably withheld.

(3) The procuring of such required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

15. Assignment.

The expertise and experience of Consultant are material considerations for this Agreement. SGVCOG has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the SGVCOG. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling SGVCOG to any and all remedies at law or in equity, including summary termination of this Agreement.


Consultant may not replace key staff, set forth in Consultant’s Proposal, unless their employment is terminated or their replacement is agreed upon by the SGVCOG. The SGVCOG must approve replacement staff before the replacement staff are assigned to perform services under this Agreement. SGVCOG reserves the right to request that Consultant replace a staff person assigned to perform services under this Agreement in the event the SGVCOG, in its sole discretion, determines such a replacement is necessary. Replacement staff in every case is subject to SGVCOG approval prior to assignment to perform services under this Agreement.

17. Termination of Agreement

SGVCOG may terminate this Agreement, with or without cause, at any time by giving thirty (30) days’ written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. Consultant may terminate this Agreement at any time upon thirty (30) days’ written notice of termination to SGVCOG. If either Consultant or SGVCOG fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant, or SGVCOG may terminate this Agreement immediately upon written notice. Upon termination of this Agreement, Consultant shall furnish to SGVCOG a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in Section 3 of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 3 of this Agreement.

18. Default

In the event that Consultant is in default under the terms of this Agreement, SGVCOG shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default and may terminate this Agreement immediately by written notice to the Consultant. For purposes
of this section only, “date of default” shall be deemed to be the date that SGVCOG personally delivers or transmits by facsimile a Notice of Default to the person(s) at the address or facsimile number as set forth in Section 19 of this Agreement. “Default” shall mean the failure to perform the terms, covenants or conditions of this Agreement.

19. Notices

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by facsimile or certified mail, postage prepaid and return receipt requested, addressed as follows:

To SGVCOG: Executive Director
San Gabriel Valley Council of Governments
The Alhambra
1000 South Fremont Avenue, Unit #42
Building A-10, Suite 10220
Alhambra, CA 91803

with a copy to: General Counsel
San Gabriel Valley Council of Governments

To Consultant:

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

20. Authority to Execute.

The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.


This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

22. Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by SGVCOG of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.
23. **Law to Govern; Venue.**

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

24. **Attorney Fees, Costs and Expenses.**

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorney fees, costs and expenses, in addition to any other relief to which it may be entitled.

25. **Entire Agreement.**

This Agreement, including the exhibits attached hereto, which are incorporated herein by this reference, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consultant and SGVCOG prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives. Any attempt to waive the requirement for a written amendment shall be void.

26. **Order of Precedence.**

In the event of an inconsistency in this Agreement and any of the attached exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

27. **Section Headings.**

The section headings contained in this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.

28. **Severability.**

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

29. **Time is of the Essence.**

Time is of the essence in the performance of this Agreement.
30.  **Excusable Delays.**

Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

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

“CONSULTANT”

By____________________________________
Title____________________________________

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

By____________________________________
Title____________________________________

ATTEST:

____________________________________
Secretary

APPROVED AS TO FORM:

____________________________________
General Counsel
APPENDIX D
STATUS OF PAST AND PRESENT CONTRACTS FORM (REQUIRED)

Submit this form with the PROPOSAL, failure to do so may be grounds for disqualification.

Consultant shall list the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been terminated for convenience or cause or is the subject of or may be involved in litigation with the agency.

Additional forms may be submitted to cover all terminated contracts or contracts where option years were exercised.

Project city/agency/other: __________________________________________________________

Contact Name: ___________________________ Phone: ____________________________

Project Award Date: _________________ Original Contract Value: _________________

Term of Contract: ____________________________

Completely explain the circumstances of any contract terminated and/or option years not exercised.

____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

Project city/agency/other: __________________________________________________________

Contact Name: ___________________________ Phone: ____________________________

Project Award Date: _________________ Original Contract Value: _________________

Term of Contract: ____________________________

Completely explain the circumstances of any contract terminated and/or option years not exercised.

____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

Signature of Person Authorized to Bind Firm ____________________________ Date _________________

Name and Title ____________________________________________________________

REQUEST FOR QUALIFICATIONS NO. 19-02
AS NEEDED R/W SUPPORT, PROPERTY ACQUISITION
AND RELOCATION ASSISTANCE SERVICES
Ladies/Gentlemen:

The undersigned hereby proposes to perform all work for which an agreement may be awarded, and to furnish any and all requirements necessary in Solicitation RFP 19-04 and to do everything required therein; and further proposes that, if this proposal is accepted, will contract in the form and manner stipulated to perform all the work in strict conformity therewith within the time limits set forth therein, and will accept as full payment therefore, the following price:

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Perform work on behalf of Board Members including attending meetings, analyzing reports and other correspondence, recommending strategies, and providing bi-weekly status reports.</td>
<td>$</td>
</tr>
<tr>
<td><strong>TOTAL 12 MONTH AMOUNT</strong></td>
<td>$</td>
</tr>
</tbody>
</table>

Name: ____________________________________________  
(Person Authorized to Bind Firm)

Signature: ________________________________________  
(Person Authorized to Bind Firm)

Date: ____________________________________________  