

**REQUEST FOR PROPOSAL  
FOR  
SECTION 115 PENSION TRUST FUND ADMINISTRATION AND  
INVESTMENT MANAGEMENT SERVICES**



**FINANCE DEPARTMENT  
CITY OF LAGUNA NIGUEL**

**Released on September 27, 2019**

**REQUEST FOR PROPOSAL  
FOR**

**SECTION 115 PENSION TRUST FUND ADMINISTRATION AND  
INVESTMENT MANAGEMENT SERVICES**

The City of Laguna Niguel (hereinafter referred to as the “City”) is requesting Proposals from qualified firms (hereinafter referred to as “Proposers”) who offer Internal Revenue Service (IRS) Code Section 115 pension trust administration (“Trust”) and investment management services to California local government agencies. Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Professional Service Agreement and any solicitation attachments/exhibits. The term of this agreement is expected to be for three (3) years with one (1) two-year option to renew. The City reserves the right to cancel any agreement at any time upon thirty (30) days written notice of its intent to terminate.

**I. GENERAL INFORMATION**

The City of Laguna Niguel is a general law city, which operates under the council/manager form of government. The following services are provided to its citizens: public safety, planning, building, code enforcement, engineering, street maintenance, street lighting, park maintenance, recreation, and general administrative services.

The City's fiscal year begins on July 1 and ends on June 30. The City’s adopted operating budget in Fiscal Year 2019-2020 is approximately \$45.3 million, with a capital improvement budget of approximately \$12.5 million. The City employs approximately 70 full-time employees and participates in the California Public Employees Retirement System (CalPERS) for Miscellaneous employees. As of June 30, 2018, the City’s pension liability amounted to approximately \$7.5 million in unfunded pension costs and is expected to grow each year pursuant to current actuarial analyses. Information related to the City’s pension liability can be found in Note 10 on page 65 of the Comprehensive Annual Financial Report on the City’s website at <https://ca-lagunaniguel4.civicplus.com/DocumentCenter/View/16844/CAFR-FYE-2017-2018>.

The City of Laguna Niguel was incorporated on December 1, 1989. The City is a master-planned community encompassing 14.79 square miles in the coastal area of South Orange County, California. As of January 2018, the State of California Department of Finance listed the City’s population as 65,377. The City is primarily a residential community supported by a strong retail and commercial base. About one-half of Laguna Niguel’s geographic area is permanently designated as parks and open space; this is one of the key features that define the character and form of the City.

The City operates primarily as a “contract city” utilizing agreements with other governmental entities, private firms and individuals to provide most municipal services to the community. Fire services are provided through the Orange County Fire Authority, of which the City is a member, and police services are provided by the Orange County Sheriff’s Department.

All Proposers responding to this Request for Proposal (RFP) will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, ability to meet the project schedule, adequate staffing, reference check, project understanding, cost, and responsiveness to the needs and concerns of the City of Laguna Niguel.

## **II. SCOPE OF SERVICE**

The City intends to obtain the services of a qualified firm to provide Section 115 pension trust administration and investment management services as outlined below.

- a. Offer an IRS-approved irrevocable funding vehicle to protect the City's assets.
- b. Implement the trust program within 90 days of executing contracts.
- c. With City staff, develop an Investment Policy for the Section 115 Pension Trust Fund.
- d. Provide a full-service program that includes trust administration, trustee and investment management services.
- e. Work directly with City staff to prepare asset allocation guidelines for the trust based on the City's investment objectives and risk tolerance and compliance with the City's Investment Policy.
- f. Provide education/presentations regarding the pension trust program to Council and other City staff.
- g. Assists with GASB 74/75 reporting.
- h. Provide quarterly and annual comparative performance analyses and evaluation reports of the investments of the trust.
- i. Coordinate all contributions into the trust and process any requests for appropriate distribution.

## **III. GENERAL INSTRUCTIONS AND PROVISIONS**

1. **Proposal Format Guidelines:** Interested entities are to provide the City of Laguna Niguel with a thorough Proposal using the following guidelines: Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, graphic exhibits and pricing forms. Each Proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of lack of technical competence or are indicative of failure to

comprehend the complexity and risk of this contract may be rejected. The following Proposal sections are to be included in the Proposer's response:

- **Vendor Application Form and Cover Letter:** Complete all **Appendix B, Forms** and attach forms to the cover letter. A cover letter, not to exceed three pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor's office located nearest to Laguna Niguel, California, and the office from which the project will be managed.
- **Background and Project Summary Section:** The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished.
- **Company Experience and Qualifications:** The information requested in this section should describe the qualifications of the firm or entity, key staff and sub-contractors performing services within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:
  - a. A brief overview and history of your firm, including length of time providing investment advisory services; length of time providing Section 115 Trusts, and list of California local government clients (including contact information) you currently are contracted with to provide Section 115 Trusts.
  - b. Identify the **number of projects** for which **your firm and the principals** who will be assigned to work with the City have acted as lead project manager **in the past three (3)** years. Please indicate numbers of projects both on a firm and an individual basis.
  - c. Briefly discuss and provide examples that illustrate the firm's resources, commitment and demonstrated ability to complete all components of the service in a timely manner, including but not limited to, attending meetings, advising staff on matters specific to the scope of service, preparing and presenting reports to City staff and members of the City Council, and assisting with due diligence and disclosure processes relevant to the scope of services.
  - d. If you will utilize any subcontractors for the servicing of the trust, please describe your relationship and provide background and experience of all services providers for the trust program (trust administration, trustee and investment management services), including number of years the subcontractor has provided investment advisory services.
  - e. Describe any SEC, FINRA, or regulatory censure or litigation involving your firm, subcontractor, or its employees in last three years.

- f. Provide at least five references that received similar services from your firm. The City of Laguna Niguel reserves the right to contact any of the organizations or individuals listed. Information provided shall include:
- Client name
  - Project description
  - Project start and end dates
  - Client project manager name, telephone number, and e-mail address.
- **Methodology Section:** Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include the following sections and provisions:
    - a. State whether your Section 115 Trust program has approval from the IRS in the form of a Private Letter Ruling.
    - b. State whether your firm requires a minimum investment amount to open a Section 115 Trust – and, if so, the amount.
    - c. Please provide actual 1, 3 and 5-year return history.
    - d. Describe the level of assistance your firm provides regarding investment strategy selection and investment policy development.
    - e. Describe the full scope of consulting services you provide in analyzing funding options and designing a funding program.
  - **Staffing:** Provide a list of individual(s) who will be working on this project and indicate the functions that each will perform. Include a resume for each designated individual.

Upon award and during the contract period, if the contractor chooses to assign different personnel to the project, the Contractor must submit their names and qualifications including information listed above to the City for approval before they begin work.

- **Financial Capacity:** Provide the Proposer's latest audited financial statement or other pertinent information such as internal unaudited financial statements and financial references to allow the City to reasonably formulate a determination about the financial capacity of the Proposer. Describe any administrative proceedings, claims, lawsuits, or other exposures pending against the Proposer.
- **Cost Proposal:** All Proposers are required to submit a detailed **Cost Proposal** to be included with their Proposal. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Proposals shall be valid for a minimum of 180 days following submission and should address the following components:
  - a. Identify any start-up fees.

- b. Provide all fees for the proposed investment services, including administration and management fees, trustee and investment management services, fees for consulting, etc.
  - c. State the kind of expense structure that the investments in your investment platform may include (i.e., no load, proprietary funds, institutional shares, etc.). Describe any additional fees to be netted from the investment performance and any minimum fees.
  - d. Describe any surrender, withdrawal, or deferred sales charges within your products.
  - e. Describe any fee related to transfer of assets and restrictions or costs related to termination of a contract with your firm.
  - f. Outline billing and payment expectations, including timing and method of payment.
- **Disclosure:** Please disclose any and all past or current business and personal relationships with any current Laguna Niguel elected official, appointed official, City employee, or family member of any current Laguna Niguel elected official, appointed official, or City employee. **Any past or current business relationship may not disqualify the firm from consideration.**
  - **Sample Professional Service Agreement:** The firm selected by the City will be required to execute a Professional Service Agreement with the City. A sample of the Agreement is enclosed as **Appendix A**, but may be modified to suit the specific services and needs of the City. **If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.** See No. 13 of this RFP below.
  - **Checklist of Forms to Accompany Proposal:** As a convenience to Proposers, following is a list of the forms, included as appendices to this RFP, which should be included with Proposals:
    1. Vendor Application Form
    2. Company Profile & References
    3. Ex Parte Communications Certificate
    4. Disclosure of Government Positions
    5. Disqualifications Questionnaire
2. **Important Notice:** The City has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. **Proposers are not to contact other City personnel with any questions or clarifications concerning this Request for Proposal (RFP).**

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued and the information will be posted on the City’s website at [www.cityoflagunaniguel.org](http://www.cityoflagunaniguel.org). Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the City’s Purchasing Department. It is the responsibility of each Proposer to periodically check the City’s website to ensure that it has received and reviewed any and all addenda to this solicitation. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

**3. Schedule of Events:** This Request For Proposal shall be governed by the following schedule:

City releases RFP	September 27, 2019
Deadline for written questions	October 11, 2019
Responses to questions posted on website	October 18, 2019
Proposals due	November 1, 2019 at 4:00pm
City Evaluation of Proposals	November 4 – November 8, 2019
Interviews (if required)	November 21, 2019 from 1 pm – 5 pm
Investment, Banking, and Audit Committee Review/Interviews (if required)	December 4, 2019
City Council awards contract	December 18, 2019

**4. Process for Submitting Proposals:**

- a. **Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.
- b. **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.
- c. **Number of Proposals:** Submit one original, five (5) hard copies plus one electronic copy/flash drive of your Proposal in sufficient detail to allow for thorough evaluation and comparative analysis. In the event of a conflict between the original and any hard copy or disk copy, the original shall control.
- d. **Submission of Proposals:** Complete written Proposals must be submitted in sealed envelopes marked and received prior to **4:00pm on November 1, 2019**, to the address below. Proposals will not be accepted after this deadline. Faxed or e-mailed Proposals will not be accepted. **NO EXCEPTIONS.**

**City of Laguna Niguel  
Attn: City Clerk  
30111 Crown Valley Parkway  
Laguna Niguel, CA 92677**

- e. **Inquiries:** Questions about this RFP must be directed in writing, via e-mail to:

**RFP Facilitator: Jarod Nozawa at [jnozawa@cityoflagunaniguel.org](mailto:jnozawa@cityoflagunaniguel.org)**

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any Proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the City.

- f. **Conditions for Proposal Acceptance:** This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all Proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any Proposal. All Proposals will become the property of the City of Laguna Niguel, USA. If any proprietary information is contained in the Proposal, it should be clearly identified.
- g. **Insurance & W-9 Requirements:** Upon recommendation of contract award, Contractor will be required to submit the following documents with ten (10) days of City notification, unless otherwise specified in the solicitation:

**Insurance** - City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in the sample contract.

**W-9** – Current signed form W-9 (Taxpayer Identification Number & Certification) which includes Contractor’s legal business name(s).

- 5. **Evaluation Criteria:** The City’s evaluation and selection process will be conducted in accordance with Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the responsive responsible proposer shall be determined based on evaluation of qualitative factors in addition to price. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub-criteria that logically fit within a particular evaluation criterion may also be considered even if not specified below.

	<b>Criteria</b>	<b>Rating (100%)</b>
1	Company Experience & Qualifications with Section 115 Trust	40%
2	Methodology	20%
3	Qualifications of Key Staffing Personnel	20%
4	Cost Proposal	20%



- 6. Evaluation of Proposals and Selection Process:** In accordance with its Municipal Code, the City will adhere to the following procedures in evaluating Proposals. An Evaluation/Selection Committee (Committee), which may include members of the City's staff and possibly one or more outside experts, will screen and review all Proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.
- A. Responsiveness Screening:** Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any Proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their Proposals.
- B. Initial Proposal Review:** The Committee will initially review and score all responsive written Proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any Proposal in which a Proposer's approach, qualifications or price is not considered acceptable by the City. An unacceptable Proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.
- C. Interviews, Reference Checks, Revised Proposals, Discussions:** Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, will be conducted at City of Laguna Niguel City Hall, 30111 Crown Valley Parkway, Laguna Niguel, CA 92677. The individual(s) from Proposer's firm or entity that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview.

In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a Proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. The City may accept the Proposal or negotiate the terms and conditions of the agreement with the highest ranked firm, which shall be determined to be the lowest responsible bidder. The City may recommend award without Best and Final Offers, so Proposers should include their best Proposal with

their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

- 7. Protests:** Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the Proposal procedure, which are apparent or reasonably should have been discovered prior to receipt of Proposals, shall be filed in writing with the City's Purchasing Department at least 10 calendar days prior to the deadline for receipt of Proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or that could not reasonably have been discovered prior to submission date of the Proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the City's Purchasing Department, within 48 hours from receipt of the notice from the City advising of City's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The City's Purchasing Department will respond to the protest in writing at least 3 days prior to the meeting at which City's recommendation to the City Council will be considered. Should Proposer decide to appeal the response of the City's Purchasing Department, and pursue its protest at the Council meeting, it will notify the City's Purchasing Department of its intention at least 2 days prior to the scheduled meeting.

**A. Procedure** – All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:

- The name, address and telephone number of the protester;
- The signature of the protester or the protester's representative;
- The solicitation or contract number;
- A detailed statement of the legal and/or factual grounds for the protest; and
- The form of relief requested.

- 8. Accuracy of Proposals:** Proposers shall take all responsibility for any errors or omissions in their Proposals. Any discrepancies in numbers or calculations shall be interpreted to reflect the cost to the City.

If prior to contract award, a Proposer discovers a mistake in their Proposal, which renders the Proposal unwilling to perform under any resulting contract, the Proposer must immediately notify the City and request to withdraw the Proposal. It shall be solely within the City's discretion as to whether withdrawal will be permitted.

**9. Responsibility of Proposers:** The City shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their Proposals. Pre- contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre- contractual expenses are defined as, including but not limited to, expenses incurred by Proposer in:

- Preparing Proposal in response to this RFP;
- Submitting that Proposal to the City;
- Negotiating with the City any matter related to the Proposal; and
- Any other expenses incurred by the Proposer prior to the date of the award and execution, if any, of the contract.

**10. Confidentiality:** The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the Proposals following the evaluation process at such time as a recommendation is made to the City Council.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal as confidential nor designate its Price Proposal as confidential.

Submission of a Proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees and costs that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

**11. Ex Parte Communications:** Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's Proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the Ex Parte Communications Form, **Appendix B** with their Proposals certifying that they have not had or directed prohibited communications as described in this section.

- 12. Conflict of Interest:** The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest, which would present a conflict of interest under California Government Code Sections 1090 et seq., or Sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.
- 13. Disclosure of Governmental Position:** In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their Proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached Disclosure of Government Positions Form, **Appendix B**.
- 14. Conditions to Agreement:** The selected Proposer will execute a Professional Service Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as **Appendix A** to this RFP, which may be modified by City. All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement.

**The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist.** Submittal of a Proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample agreement for maintenance services unless the Proposer includes with its Proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement. In accordance with the Municipal Code, the City may consider the scope and number of conditions in evaluating Proposals and determining the lowest responsible bidder.

- 15. Disqualification Questionnaire:** Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has **ever** been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A Proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation, **Appendix B**.
- 16. Standard Terms and Conditions:** The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s) and additional information will be posted to the [Laguna Niguel - Official City Web Site – Bids and Proposals](#). Proposers should check this web page daily for new information.

**APPENDIX A**  
**SAMPLE PROFESSIONAL SERVICES AGREEMENT**

## **AGREEMENT FOR SECTION 115 PENSION TRUST FUND ADMINISTRATION AND INVESTMENT MANAGEMENT SERVICES**

THIS AGREEMENT is made and entered into the \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Laguna Niguel, a municipal corporation, hereinafter the "City", and, \_\_\_\_\_, a [STATE] [TYPE OF ENTITY], hereinafter the "Consultant".

### **RECITALS**

1. The City is required to establish a Section 115 pension trust.
2. The City solicited a Request for Proposals from \_\_\_\_ (\_\_\_\_) independent consulting firms.
3. The Consultant submitted a Proposal to the City for Section 115 pension trust fund administration and investment management services.
4. The Consultant demonstrated that it is qualified to render the required services.
5. The City and the Consultant desire to enter into an agreement to provide for the required services.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. Scope of Services to be Performed by Consultant. Consultant shall perform the professional services for City and prepare and deliver the work products to City as described in the City of Laguna Niguel Request for Proposals for Section 115 Pension Trust Fund Administration and Investment Management Services (which is attached hereto as Exhibit "A"), and the Proposal submitted by Consultant and dated \_\_\_\_, 2019, which is attached hereto as Exhibit "B". Such professional services and work product shall hereinafter be collectively referred to as the "Services".

Consultant shall provide all of the Services, including perform all tasks and deliver all work products, according to the schedule identified in the Cost Proposal, which is attached hereto as Exhibit "C".

To the extent there is any conflict between Exhibits "A" and "B" and this Agreement, the provisions of this Agreement shall control.

2. Term. This Agreement shall commence on the Effective Date and continue for a period of \_\_\_\_\_ months, ending on \_\_\_\_\_, 20\_\_, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by one (1) additional two (2) year period upon mutual written agreement of both parties.

3. Payment for Services. City agrees to pay Consultant for providing the Services described in Exhibit "A" and Exhibit "B", the fees set forth in Consultant's Cost Proposal (Exhibit "C"), in a not-to-exceed amount of \$\_\_\_\_\_, in accordance with the rates or fees identified in Exhibit "C" for each service, task or work product.

Upon submission of each invoice, if the City is satisfied that the Consultant has performed the Services described therein, the City shall promptly approve the invoice, in which event, payment shall be made within thirty (30) days of receipt of the invoice by City. Such approval shall not be unreasonably withheld. If City does not approve an invoice, the City shall notify Consultant in writing of the reasons for the non-approval within seven (7) days of receipt of the invoice.

4. Ownership of Documents. All original reports prepared during the course of Consultant providing the Services required by Exhibits "A" and "B" shall be the property of the City and shall be provided by Consultant to City upon their completion. Further, even if this Agreement is terminated, said documents shall be the property of the City and may be used by City as it determines appropriate.

5. Time is of the Essence. Consultant agrees to perform the services and to deliver the work products provided for herein in accordance with the effective start date of the agreement and schedules set forth in and attached to Exhibit "A".

6. Consultant to Supply Instrumentalities. Consultant shall supply all instrumentalities required to perform the services under this Agreement.

7. Licenses; Standard of Care.

- a. Consultant represents and agrees that all personnel engaged by Consultant in performing services are and shall be fully qualified and are authorized or permitted under state and local law to perform such services. Consultant represents and warrants to City that it has all licenses, permits, qualifications, and approvals required of its profession to provide the Services and work required to be performed by this Agreement. Consultant further represents and warrants that it shall keep in effect all such licenses, permits, and other approvals during the term of this Agreement. Consultant represents and agrees that Consultant and its personnel shall not perform any professional services for which Consultant or its personnel do not possess the license, permit or other approval required by state or local law.
- b. Consultant shall perform the Services under this Agreement in a skillful and competent manner. The Consultant shall be responsible to City for any errors or omissions in the performance of the Services pursuant to this Agreement. Should any errors caused by Consultant be found in such Services or products, Consultant shall correct the errors at no additional charge to City by redoing the professional work and/or revising the work product(s) called for in the Scope of Services (Exhibits "A" and "B") to eliminate the errors.

8. Legal Responsibilities. Consultant shall keep itself informed of all State and Federal laws and regulations which may, in any manner, affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. Consultant shall, at all times, observe and comply with all such laws and regulations. City, and its officers and employees, shall not be liable at law or in equity by reason of the failure of the Consultant to comply with this section.



9. Non-Assignability. Neither this Agreement nor any rights, title, interest, duties or obligations under this Agreement may be assigned, transferred, conveyed or otherwise disposed of by Consultant without the prior written consent of City.

10. Subcontracting Subject to Approval. Consultant may not subcontract any portion of the work required by this Agreement to other persons or firms unless Consultant first obtains the written consent of City to engage in such subcontracting.

11. Independent Consultant. Consultant is and shall at all times remain as to City a wholly independent contractor; and each of Consultant's officers, employees and agents is and shall at all times remain as to City an independent contractor. Neither the City nor any of its officers, employees, or agents, shall have control over the conduct of the Consultant or any of the Consultant's officers, employees, or agents. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents, are officers, employees, or agents, of the City. Except as specified in writing by City, Consultant shall have no authority, expressed or implied, to act on behalf of City, and Consultant shall have no authority, expressed or implied, to incur any obligation or liability against the City. Consultant shall be responsible for and pay all taxes and other payments for Consultant and its employees for Federal and State income taxes, including withholding of taxes, Social Security, worker's compensation insurance, State disability insurance, unemployment insurance, and all other similar items.

12. Administration. This Agreement will be administered by the Finance Department. The Finance Director or their designee shall be considered the Contract Administrator and shall have the authority to act for the City under this Agreement. The Finance Director or their designee shall represent the City in all matters pertaining to the services to be rendered pursuant to this Agreement.

13. Progress. Consultant is responsible to keep the Project Administrator and/or her designee informed on a regular basis regarding the status and progress of the work being performed pursuant to this Agreement.

14. Cooperation of City. City agrees to comply with all reasonable requests of Consultant and provide access to all documents reasonable necessary for the performance of Consultant's duties under this Agreement.

15. Confidentiality. No news releases, including photographs, public announcements, or confirmations of the same, of any part of the work being performed pursuant to this Agreement shall be made without prior written approval of the City. The information which results from performing the services required by this Agreement is to be kept confidential unless the release of information is authorized by the City.

16. Conflicts of Interest. Consultant represents that it is not currently engaged in and has not contracted to perform work on the behalf of any party or parties whose interests are or would reasonably appear to be adverse to those of City. In the event that Consultant should discover that it has represented, is representing or is being requested to perform work for a party or parties with interests adverse to those of City, Consultant shall immediately notify City in writing of such situation. Said notification requirement shall apply to all work performed by Consultant for another party or parties, with interests adverse to those of City, on a subcontract as well as on a contract or

other basis. Further, the Consultant or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act"), which (1) requires such persons to disclose financial interest that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making, or participating in making, decisions that will foreseeably financially affect such interest. If subject to the Act, Consultant shall comply with all requirements of the Act. Failure to do so constitutes a material breach and is grounds for termination of this Agreement by the City.

Consultant agrees not to provide services within the City boundaries for any other public or private entities without prior written approval from City.

#### 17. Indemnification.

- a. Indemnity for Professional Services. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, indemnify and hold harmless City, its elected and appointed officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of city officials (collectively "Indemnitees" in this Section 17) , from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants and other professionals, and all costs associated therewith, and reimbursement of attorneys' fees and costs of defense (collectively "Claims"), whether actual, alleged or threatened, which arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of Consultant, and/or its officers, agents, servants, employees, subcontractors, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Claims with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith. .
- b. Indemnity for all Other Services. Other than in the performance of professional services, and to the fullest extent permitted by law, Consultant shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the City and all other Indemnitees (as defined in Subdivision (a) of this Section 17) from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Damages"), in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, suppliers, or

contractors, or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Damages arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Damages with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

- c. Subcontractor Indemnification. In the event that Consultant retains any subcontractors to perform any Services required under this Agreement, Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section 17 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnities, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Claims in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims or Damages arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties.
- d. The obligations of Consultant under this or any other provision of this Agreement shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives any statutory immunity under such statutes or laws as to the Indemnitees. Consultant's indemnity obligation set forth in this Section 17 shall not be limited by the limits of any policies of insurance required or provided by Consultant pursuant to this Agreement.
- e. Consultant's covenants under this Section 17 shall survive the expiration or termination of this Agreement.

18. Insurance.

- a. Without limiting Consultant's indemnification of City as described in Section 17, Consultant, prior to the commencement of providing services, shall obtain, provide and maintain, at its own expense, during the term of this Agreement, a policy or policies of insurance from insurance carriers admitted to do business in the State of California, satisfactory to City, which

contain the coverage described below. This insurance shall be primary to any insurance maintained by City and City insurance shall not contribute to any judgment rendered against City.

- (1) Worker's Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employees Liability Insurance (with limits of at least \$1,000,000).
- (2) Comprehensive General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, death, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
- (3) Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
- (4) Professional Liability Insurance (errors and omissions). Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.
- (5) Certificates of Insurance shall be provided by the Consultant's insurance company as evidence of the above-indicated policies. The City of Laguna Niguel and its Council members, officers and employees, and independent contractors serving as City officials shall be named as additional insureds under policies mentioned in paragraph (2) of this section.
- (6) Said Certificates of Insurance shall provide that thirty (30) days written notice of cancellation shall be given to the City in the event of cancellation and/or reduction in coverage of any nature.

b. Consultant shall include its subcontractors, if any, as insureds under its

policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for each subcontractor shall be subject to the requirements stated in this Section 18.

19. Nondiscrimination by Consultant. Consultant represents and agrees that Consultant, its affiliates, subsidiaries, or holding companies do not and will not discriminate against any subcontractor, consultant, employee, or applicant for employment because of race, religion, color, sex, handicap, or national origin. Such nondiscrimination shall include, but not be limited to, the following: employment, upgrading, demotion, transfers, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

20. City's Rights to Employ Other Consultants. City reserves the right to employ other consultants in connection with the subject matter of the Scope of Work.

21. Consultant's Records. Consultant shall keep records and invoices in connection with its work performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of seven (7) years from the date of final payment under this Agreement.

22. Notices. Any notices to be given hereunder by either party to the other in writing may be effected either by personal delivery or by mail. Mailed notices shall be addressed to the address of the parties to be notified which appears below, but each party may change its address by written notice given in accordance with this section. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated and received as of five (5) calendar days following the date of mailing of the notice.

CITY: City of Laguna Niguel  
Attn: Finance Director  
30111 Crown Valley Parkway  
Laguna Niguel, California 92677

CONSULTANT:

23. Entire Agreement. This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services described in Exhibit "A" hereto by Consultant for City and contains all of the covenants and agreements between the parties with respect to the rendering of such services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made with regard to such services by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise regarding such services not

contained in this Agreement shall be valid or binding. Any modification or amendment of this Agreement will be effective only if it is in writing and signed by both parties to this Agreement.

24. Exhibits. The Exhibits referenced in this Agreement are attached hereto and incorporated herein by this reference as though set forth in full in the Agreement.

25. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California. Any legal action in which enforcement of the terms and conditions of this Agreement is requested, or in which it is alleged that a breach of this Agreement has taken place, shall be filed and prosecuted in the County of Orange, California.

26. Termination. City may terminate this Agreement, without cause or penalty, by providing written notice to the other party that the Agreement is terminated. Said written notice shall be provided at least fifteen (15) days in advance of the termination date. Unless terminated as provided herein, this Agreement shall continue in effect for the period set forth in Section 27. If City terminates this Agreement pursuant to this section, Consultant's compensation shall be paid based on the percentage of the required services performed.

27. Breach of Agreement. If Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity, or under this Agreement. The failure of City to object to any default in the performance of the terms and conditions of this Agreement shall not constitute a waiver of either that term or condition or any other term or condition of this Agreement.

28. Attorney Fees. If any legal proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

29. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

30. Successors and Assigns. The terms and conditions of this Agreement shall be binding on the successors and assigns of the parties to this Agreement.

31. Authority to Sign. The person executing this Agreement on behalf of the Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind the Consultant to the performance of the obligations hereunder.

///

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

"CITY"

CITY OF LAGUNA NIGUEL

By: \_\_\_\_\_  
Tamara Letourneau

Title: City Manager

ATTEST:

\_\_\_\_\_  
Eileen Gomez  
City Clerk

APPROVED AS TO FORM BY THE  
CITY ATTORNEY FOR THE  
CITY OF LAGUNA NIGUEL,  
CALIFORNIA

\_\_\_\_\_  
Kevin G. Ennis  
City Attorney

"CONSULTANT"

CONSULTANT'S FIRM NAME

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT "A"

REQUEST FOR PROPOSALS SECTION 115 PENSION TRUST FUND ADMINISTRATION  
AND INVESTMENT MANAGEMENT SERVICES



EXHIBIT "B"

SCOPE OF SERVICES ("SERVICES")

EXHIBIT "C"  
COMPENSATION

**APPENDIX B**

**FORMS**

**Vendor Application Form**

**Ex Parte Communications Certification**

**Disclosure of Government Positions**

**Disqualification Questionnaire**

**Company Profile & References**



**VENDOR APPLICATION FORM FOR  
SECTION 115 PENSION TRUST FUND ADMINISTRATION  
AND INVESTMENT MANAGEMENT SERVICES**

TYPE OF APPLICANT:  NEW  CURRENT VENDOR

Legal Contractual Name of Corporation: \_\_\_\_\_

Contact Person for Agreement: \_\_\_\_\_

Corporate Mailing Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person for Proposals: \_\_\_\_\_

Title: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Business Telephone: \_\_\_\_\_ Business Fax: \_\_\_\_\_

Is your business: (check one)

NON PROFIT CORPORATION  FOR PROFIT CORPORATION

Is your business: (check one)

CORPORATION  LIMITED LIABILITY PARTNERSHIP

INDIVIDUAL  SOLE PROPRIETORSHIP

PARTNERSHIP  UNINCORPORATED ASSOCIATION

**NAMES & TITLES OF CORPORATE BOARD MEMBERS**

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Federal Tax Identification Number: \_\_\_\_\_

**EX PARTE COMMUNICATIONS CERTIFICATION**

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer’s representatives have not had any communication with a City Councilmember concerning the **RFP FOR SECTION 115 PENSION TRUST FUND ADMINISTRATION AND INVESTMENT MANAGEMENT SERVICES** at any time after **09/27/19**.

\_\_\_\_\_  
**Signature**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Print**

**OR**

I certify that Proposer or Proposer’s representatives have communicated after **09/27/19** with a City Councilmember concerning the **RFP FOR SECTION 115 PENSION TRUST FUND ADMINISTRATION AND INVESTMENT MANAGEMENT SERVICES**. A copy of all such communications is attached to this form for public distribution.

\_\_\_\_\_  
**Signature**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Print**

## **DISQUALIFICATION QUESTIONNAIRE**

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

**Yes** \_\_\_\_\_ **No** \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space.

## **DISCLOSURE OF GOVERNMENT POSITIONS**

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."



## COMPANY PROFILE & REFERENCES

### **Company Profile**

Company Legal Name: \_\_\_\_\_

Company Legal Status (corporation, partnership, sole proprietor etc.): \_\_\_\_\_

Active licenses issued by the California State Contractor's License Board: \_\_\_\_\_

Business Address: \_\_\_\_\_

Website Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Length of time the firm has been in business: \_\_\_\_\_ Length of time at current location: \_\_\_\_\_

Is your firm a sole proprietorship doing business under a different name: \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please indicate sole proprietor's name and the name you are doing business under: \_\_\_\_\_

Is your firm incorporated: \_\_\_\_\_ Yes \_\_\_\_\_ No If yes, State of Incorporation: \_\_\_\_\_

Federal Taxpayer ID Number: \_\_\_\_\_

Regular business hours: \_\_\_\_\_

Regular holidays and hours when business is closed: \_\_\_\_\_

\_\_\_\_\_  
Contact person in reference to this solicitation: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contact person for accounts payable:

\_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Name of Project Manager: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**COMPANY PROFILE & REFERENCES**  
**(Continued)**

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least five clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contract Amount: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

Brief Contract Description: \_\_\_\_\_

Company Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contract Amount: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Brief Contract Description: \_\_\_\_\_

Company Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contract Amount: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

Brief Contract Description: \_\_\_\_\_

Company Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contract Amount: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Brief Contract Description: \_\_\_\_\_

Company Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contract Amount: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

Brief Contract Description: \_\_\_\_\_