

REQUEST FOR PROPOSALS

American Fork City



Municipal Code Rewrite Section 15 Section 17

RFP # RFP-DS202301

Date of Issue: January 17, 2023

**Development Services Department
Planning and Zoning Division**

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ATTACHMENT A – Agreement for Municipal Code Rewrite

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I) INTRODUCTION

- A) American Fork City Department of Development Services, “City” is soliciting proposals from qualified planning firms “Proposer” to provide Municipal Code re-writing services for the City of American Fork.

II) PROJECTED SCHEDULE FOR THE RFP PROCESS

- A) The anticipated schedule is as follows. American Fork City reserves the right to modify the following schedule at their discretion. Any change to the Proposal Due Date will be updated:

Activity	Date
Proposal Due Date	February 3rd, 2023 @ 3pm via email at pobrien@americanfork.gov
City Council Acceptance of Award	February 14, 2023
Anticipated Notice to Proceed	February 16, 2023

III) DEADLINE FOR PROPOSAL SUBMISSION

- A) Proposals will be accepted via email until 3pm on February 3rd, 2023 at pobrien@americanfork.gov. No proposals will be accepted after the closing date and time.

IV) BACKGROUND

- A) The American Fork City (City) Development Services Department (Development Services) and Public Works Department (Public Works) is responsible for Sections 15 and 17 of the Municipal Code, and any amendments to it. The City has researched the current Municipal Code, and sought feedback from stakeholders in the community on the current standard of the code.
- B) The purpose of this Request for Proposals is to procure professional services for the City in rewriting Chapter 15 and Chapter 17 of the American Fork Municipal Code to serve the City’s future needs and to provide a more modern approach to development, and development standards within the community.
- C) These projects may be awarded to a single consultant or multiple consultants in any configuration as determined to be in the best interest of American Fork City.

V) SCOPE OF WORK AND TASKS TO BE COMPLETED

- A) Complete Municipal Code Rewriting services for Chapter 15 – Buildings and Construction, and Chapter 17 – Development Code, of the American Fork Municipal Code.

- B) The scope of this project is intended to be an updating of Chapter 15 and Chapter 17 of the American Fork Municipal Code. Included in the update of content, and modernization of the code is the need to consolidate information and subsections of code under the correct headings.

Chapter 15 Sections include:

- a) Development and Construction Standards
- b) Building Code
- c) Excavation and Grading
- d) Electrical Code
- e) Plumbing Code
- f) Other Statewide Building-Related Codes
- g) Floodplain Management
- h) Historic Preservation
- i) Community Economic Development Projects
- j) Address Number Display
- k) Naming of Public Parks, Buildings, and Streets

Chapter 17 Sections Include:

- a) General Provisions
- b) Municipal Planning Organization
- c) Zone Districts Established
- d) Regulations within Zone Districts
- e) Supplementary Regulations
- f) Administrative Site Plan and Conditional Use Review Criteria
- g) Large Scale Development Overlay Zones
- h) Subdivisions
- i) Performance Guarantees
- j) Water and Sewer Main Extensions
- k) Amendments
- l) Definitions
- m) Administration, Enforcement, Violation-Remedies for Violation-Penalty
- n) Existing Ordinances Repealed – Severability – Conflicting Provisions Repealed – Effective Date
- o) Residential Facilities
- p) Lift Stations and Force Mains
- q) Wireless Communications Services
- r) Short Term Rentals – Effective March 1, 2020
- s) Pioneering/Connector’s Agreements

VI) PRICING/COSTS/FEES

- A) Payment for these services will be as follows
 - 1) Municipal Code Rewrite services will be bid and paid for by time and materials with a total Not To Exceed cost for this project.

VII) PROPOSAL FORMAT

- A) All proposals shall be formatted according to the following specifications:
- B) Content and Page Limit: Proposals shall include four labeled sections that will be used for evaluation: Project Team/Experience, Project Understanding and Scope, Project Schedule, and Proposed Pricing/Cost/Fees. Proposals text pages are limited to a maximum of five (5) letter size pages. The cost pages may be one 11x17 per project if needed for readability. Cover letter and single page resumes per person are not included in the page count.
- C) Submittal: Please submit an electronic version of your proposal in pdf format to pobrien@americanfork.gov. Submit Proposed Pricing/Cost/Fees in a separate pdf file.

VIII) PROPOSAL SUBMISSION

- A) By submitting a proposal to this RFP, Proposer understands and agrees to the following:
 - 1) RFP Cancellation: This RFP may be cancelled at any time prior to the execution of a written agreement if deemed in the best interests of the City. This includes cancellation of the RFP after an award has been made, but prior to the execution of a written contract. The proposer is not entitled to recover any costs related to the preparation of the proposal due to cancellation of the RFP or withdrawal of an award prior to the execution of a written agreement.
 - 2) Firm Pricing: All prices, quotes, or proposals are to remain firm for 120 days after the closing date, unless a different period is stated in the City's RFP. Any proposal that does not offer to remain firm for the required period may be considered non-responsive.
 - 3) Costs: Proposers bear all costs and expenses related to this RFP including, but not limited to, preparation and delivery of the proposal, and if required attending an interview.
 - 4) Licensing: All applicable federal, state, and local licenses must be acquired before the contract is entered into between the City and the selected respondent. Licenses must be maintained throughout the entire contract period. Persons doing business as an Individual, Association, Partnership, Corporation, or otherwise shall be registered with the Utah State Division of Corporations and Commercial Code

- 5) Changes or Modifications: Any changes or modification to the RFP will be made by written addendum. Proposers submitting a proposal based on any information other than that contained in City's RFP and any addenda, do so at their own risk.
- 6) Receiving Proposals: Development Services Department Selection Committee will administer receipt and opening of all proposals. Proposals will be held, unopened, in the same condition as received if delivered prior to the date and closing time designated in the RFP. After the closing time, only the identity of each Proposer will be made public. If only one proposal is received in response to the City's RFP, the Development Services Department, may recommend an award of a contract to the single Proposer if the conditions cited above are met. Alternatively, the Development Services Department may re-solicit for the purpose of obtaining additional proposals.
- 7) Modifying or Withdrawing Proposals: Proposer may modify or withdraw their proposals at any time prior to the closing time. Requests to modify a proposal before the closing time shall emailed to pobrien@americanfork.gov.
- 8) Award: This project consists of one single project. The scope of work by any proposer will include only the awarded sections.
- 9) Rejection of Proposals: Any proposal containing significant deviations from the specifications of the RFP shall be considered non-responsive and may be rejected in whole or in part.
- 10) Protests: A protest regarding the RFP document shall be submitted in writing prior to the RFP closing date. All other protests shall be submitted in writing within five (5) business days after notification of the award has been sent. A protestor may file only one (1) protest after the RFP closing date. Protest letters shall specifically and completely state the facts that the protestor believes constitute error in the RFP document or the award.
- 11) Free and Competitive Selection: Any agreement or collusion among prospective Proposers to fix a price or limit competition shall render the proposals void, and such conduct is unlawful and subject to criminal sanction. Proposer certifies that not anyone in its firm or company has either directly or indirectly restrained free and competitive selection, participated in any collusion, or otherwise taken any action unauthorized by City Purchasing Ordinances or applicable laws.
- 12) Reasonable Accommodations: Reasonable accommodations for qualified disabled individuals may be provided upon receipt of a request with five working days' notice. Please contact Development Service Department Office, 275 East 200 North, American Fork, Utah 84003, 801-763-3060. TTY users shall call 711.

IX) EVALUATION AND SCORING CRITERIA

- A) Proposals will be evaluated, scored, and ranked by a Selection Committee. The Selection Committee may invite the top-ranked proposals for an interview. The purpose of the interview is clarification and verification of the written proposal. The Selection Committee may re-rank the proposal after the interview. A recommendation will then be presented to the proper signing authority for consideration and approval. Ranking of the proposals will generally be based on the following criteria and weights:
- 1) 25% Proposed Team. Provide an organizational structure showing the proposed team and their responsibilities on this project. Provide a brief description of experience with similar projects (one page per person resumes may be attached if desired). Include one recent project of similar scope that was completed by the Project Manager with contact information for a reference.
 - 2) 40% Project Understanding and Scope. Describe your understanding of the scope as it is presented in the RFP document. Rather than stating commonly followed practices, focus on discussing issues and ideas that are unusual to this project and identifying unique practices of your firm to help with these tasks.
 - 3) 20% Project Schedule. Provide a time schedule stating when the key tasks of your proposal would be completed. This section shall demonstrate the Proposer's ability to provide desired services within time frames specified and at specified levels as described in the scope of work.
 - 4) 15% Proposed Pricing/Costs/Fees. In separate file, provide personnel names, hourly rates, hours, and total costs associated with the tasks listed in Section VIII. Separate by project. Refer to Section IX for pricing requirements. Hourly fees and all services are inclusive of any and all professional fees; and any and all costs the Proposer may incur, including any costs for travel time, lodging, mobilization, traffic control, meeting time, report preparation, printing, etc.

X) WRITTEN AGREEMENT REQUIRED

- A) Agreement: Successful proposers for this RFP shall enter into Agreement for Municipal Code Rewrite Services (Attachment A) with American Fork City. Any and all work awarded as part of this RFP will be performed in accordance with this agreement.

XI) NOTICE TO PROPOSERS

- B) GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT (GRAMA)
- 1) American Fork City is a governmental entity subject to the Utah Government Records Access and Management Act ("GRAMA"), Utah Code Ann. §§ 63G-2-

101 to -901. As a result, American Fork is required to disclose certain information and materials to the public, upon request. Generally, any document submitted to American Fork is considered a “public record” under GRAMA. Any person who provides to American Fork a record that the person believes shall be protected under subsection 63G-2-305(1) or (2) shall provide both: (1) a written claim of business confidentiality and (2) a concise statement of reasons supporting the claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. ALL DOCUMENTS SUBMITTED IN RESPONSE TO THIS RFP WILL BE TREATED AS PUBLIC RECORDS IN ACCORDANCE WITH GRAMA, UNLESS A CLAIM OF BUSINESS CONFIDENTIALITY HAS BEEN PROPERLY MADE AND APPROVED BY AMERICAN FORK CITY. ALL PROPOSED COSTS/PRICING/FEEES SUBMITTED TO THE AMERICAN FORK SHALL BE CONSIDERED PUBLIC RECORDS.

C) ETHICAL STANDARDS

- 1) Proposer represents that it has not: (a) provided an illegal gift to any American Fork City officer or employee, or former American Fork City officer or employee, or to any relative or business entity of a American Fork City officer or employee, or relative or business entity of a former American Fork City officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or American Fork City Code of Ordinances § 2.07; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any American Fork City officer or employee or former American Fork City officer or employee to breach any of the ethical standards set forth in State statute or American Fork City ordinances.

D) TERM OF AGREEMENT

- 1) The term of the agreement is from execution of a written agreement through completion of the projects design with the possibility to extend into construction. The City may negotiate unit prices for future areas based on actual work being performed.

Attachment A
AGREEMENT FOR MUNICIPAL CODE REWRITE

Municipal Code Rewrite Services

This Agreement (hereinafter referred to as “Agreement”) is entered into this ____ day of _____, 20____ by and between _____, with its principal place of business at _____ (hereinafter referred to as “Consultant”), and American Fork City, a municipal corporation with its principal place of business at 51 East Main Street, American Fork, Utah 84003 (hereinafter referred to as “City”) (collectively referred to herein as the “Parties”).

RECITALS

WHEREAS, Consultant is engaged in the business and profession of planning and zoning services;

WHEREAS, City desires to contract with Consultant for certain professional services for multiple projects, each project scope of services and payment of services being separately identified and agreed to in the Project RFP;

WHEREAS, Consultant has the necessary expertise and experience to perform the said professional services for City and Consultant and is properly qualified and licensed in the State of Utah;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. Term; Termination.

a. The term of this Agreement shall be one year from the Effective date of a signed contract.

b. Notwithstanding anything contrary contained herein, City may terminate this Agreement at any time by giving Consultant thirty (30) day written notice in accordance with the notice provisions set forth herein. Upon receipt of such notice, Consultant shall cease all work undertaken hereunder, except as may be necessary to provide for an orderly transition of such work.

c. Consultant may terminate this Agreement at any time with thirty (30) day written notice to City in accordance with the notice provisions set forth herein. Upon termination by Consultant, City shall not be obligated to make payment on any work that has not been completed, in full, by Consultant.

d. Upon termination of this Agreement, Consultant shall provide a final invoice to City, showing all costs incurred but unpaid, and the City shall pay such costs, as shown therein. Consultant shall forthwith deliver all files, reports, and other materials

concerning services provided, maintained or controlled by Consultant at the time of such termination, subject to all applicable federal and state law.

2. Scope of Services.

The scope of services pursuant to this Agreement shall be limited to professional and technical planning services. Specific Services shall be as set forth in the RFP.

3. Compensation.

In consideration of the services provided to City by Consultant, City shall pay Consultant for services rendered in accordance with the RFP and the approved proposal as part of the RFP.

4. Invoice; Payment.

a. For services rendered hereunder, Consultant shall invoice City monthly for services provided in accordance with the approved Project and Fee Schedule. Consultant shall submit monthly invoices to City showing the work completed and the amount of compensation due. Consultant shall submit invoices for work done in a timely manner. City shall not be required to pay for work that is invoiced more than 120 days after it was performed.

b. Payment of undisputed amounts shall be due and payable thirty (30) days after the City's receipt of the invoice.

c. In the event amounts are not paid in full within thirty (30) days of City's receipt of the invoice, City agrees to pay interest at the rate of one and one-half percent (1.5%) per month on any and all unpaid balance of services, costs, and expenses.

d. City consents to Consultants immediate withdrawal and termination of this Agreement should the account become more than thirty (30) days delinquent. Further, in the event of default, Consultant may pursue any and all remedies available at law or in equity.

e. In the event an amount is disputed, City shall notify Consultant in writing of its dispute within thirty (30) days. The parties shall make a good faith effort to resolve the disputed amount. If correspondence does not resolve the dispute, the parties or their respective representatives shall meet in person on at least one occasion and attempt to resolve the matter prior to pursuing litigation.

5. Relationship of Parties.

Consultant, its agents, and employees shall be an independent contractor performing professional and technical planning services for the City. Nothing contained in this Agreement shall be construed to create a relationship of employer and employee, master and servant, principal and agent, or partners or co-venture between City and Consultant. As independent contractors, Consultant, its agents, and employees shall not qualify for or receive any employee benefits from the City, including but not limited to, leave,

retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to City employees.

6. Employees and Subcontractors.

Consultant shall be solely responsible for the payment of wages, salary or benefits to any and all employees or contractors retained by Consultant in the performance of the services under this Agreement. Consultant agrees to indemnify, defend and hold harmless City from any and all claims that may arise from the Consultants relationship to its employees and subcontractors.

7. Standard of Performance; Licenses.

Consultant agrees and represents that it has the personnel, experience, and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Consultant shall perform the work described herein in accordance with the standard of care required for the performance of planning services. Further, Consultant shall maintain all required licenses, including without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Consultant shall require and ensure that all of Consultants employees and subcontractors maintain all required licenses, including without limitation, all necessary professional and business licenses.

9. Professional Liability Insurance.

Consultant shall maintain professional liability insurance, at its own expense, to protect City from any negligent acts, errors, or omissions on the part of Consultant. Notwithstanding the existence of professional liability insurance, the total aggregate of liability to all parties related to this Agreement shall not exceed one million dollars (\$1,000,000).

10. Time is of the Essence; Liquidated Damages.

City and Consultant agree that time is of the essences and that, in the case of Consultant's failure to complete the Project within the time specified in the RFP, the RFP proposal, and agreed upon, City will be damaged thereby; and because it is difficult to definitely ascertain and prove the amount of such damages, it is hereby agreed that the amount of such damages shall be the liquidated sum of One Hundred Dollars (\$100.00) per calendar day for each day's delay in completing the Project in excess of the number of working days prescribed; and Consultant hereby agrees that said sum shall be deducted from amounts due the Consultant under the Agreement or, if no amount is due, Consultant hereby agrees to pay to City as liquidated damages such total sum as shall be due for such delay, computed as aforesaid.

11. Notice.

All notices under this Agreement will be in writing and will be deemed to have been duly given if delivered personally or by a nationally recognized courier service or mailed by

registered or certified national mail service, return receipt requested, postage prepaid, to the Parties at the addresses set forth below. All notices under this Agreement that are addressed as provided in this Section. If delivered personally or by nationally recognized courier service, notice will be deemed given upon delivery. If delivered by mail in the manner described above, notice will be deemed given on the date received by the recipient as reflected in the return receipt. All notices shall be directed to the Parties hereto as follows:

CITY:

American Fork City
Attn: David Bunker
51 East Main Street
American Fork, Utah 84003
Phone: (801) 763-3000
Email: dbunker@americanfork.gov

With a copy to (which shall not constitute notice):

American Fork City Development Services
Attn: Patrick O'Brien
275 East 200 North
American Fork, Utah 84003
Phone: (801) 763-3060
pobrien@americanfork.gov

12. Ownership.

All work, work product and deliverables produced under this Agreement shall remain the exclusive property and shall inure to the benefit of City as work for hire. Engineer shall not use, sell, disclose or obtain any other compensation for such work for hire. In addition, Consultant may not, with regard to all work, work product, deliverables or work for hire required by this Agreement, apply for in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of City.

13. Waiver.

Unless otherwise indicated herein, failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall not constitute a

waiver of any such breach of any other covenant, agreement, term, or condition. Any party, by notice delivered in the manner provided in this Agreement, may, but shall be under no obligation to waive any of its rights and any conditions to its obligation hereunder, or any duty, obligation, or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement, but each and every covenant, agreement, term, and condition shall continue in full force with respect to any other then existing or subsequently occurring breach. To be effective a waiver must be signed by both parties hereto.

14. Compliance with Laws and Policies.

In the performance of their obligations hereunder, the parties shall obey and abide by all applicable laws, rules and regulations, and with all applicable ordinances, policies and procedures. Both parties shall abide by all applicable federal and state laws, rules, regulations, and executive orders pertaining to equal employment opportunity; pursuant thereto, shall assure that no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from employment with, participation in, be denied the benefits of or be otherwise subjected to discrimination under, any program or activity performed under this Agreement; and to promptly take appropriate steps to correct any deficiency that may be found to occur in compliance with such laws and rules.

15. Rights and Remedies.

The rights and remedies of any of the parties hereto shall not be exclusive. In general, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other party for a breach or threatened breach of any provisions hereof, it being the intention of this Paragraph to make clear the agreement of the parties that the respective rights and obligations of the parties hereunder shall be enforceable in equity as well as to law or otherwise.

16. Entire Agreement.

This Agreement and the exhibits attached hereto constitute the entire agreement between the Parties on the Subject matter covered herein and this Agreement supersedes any and all prior agreements between the Parties related to the services. The Parties represent and acknowledge that they have not relied on any statements or promises of any kind other than those specifically set forth in this Agreement.

17. Amendments.

This Agreement may only be amended in writing signed by each of the Parties hereto. If, as the result of legislative action or rulemaking, any of the provisions of this Agreement

becomes inconsistent with Utah law, the Parties will promptly meet to negotiate in good faith such amendments as may be necessary to comply with Utah law.

18. Force Majeure.

Neither City nor Consultant shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

19. Section Headings.

The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

20. Severability.

In any provision of this Agreement shall be held or deemed to be, or shall in fact be, invalid, inoperative or unenforceable to any extent, the remainder of this Agreement shall not be impaired and shall be enforced to the fullest extent permitted by law.

21. Counterparts.

This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, but all of which together shall constitute one instrument.

22. Choice of Law.

The interpretation of this Agreement and any claim or controversy arising out of or related to this Agreement shall be governed by the laws of the State of Utah. Jurisdiction and venue for the enforcement of this Agreement shall be found exclusively in the courts of Utah County, State of Utah. Each of the parties irrevocably submits to the exclusive jurisdiction of such courts in any proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of any proceeding shall be heard and determined only in any such court and agrees not to bring any proceeding arising out of or relating to this Agreement in any other court

23. Confidentiality.

Any confidential information provided to or developed by the Consultant in the performance of this Agreement shall be kept confidential and shall not be revealed or

made available to any person by the Consultant without the prior written approval of the City. This provision shall survive any termination of this Agreement.

24. Assignment.

This Agreement may not be assigned by either party without the written consent of the other party. If consent to an assignment is obtained, this Agreement is binding on the successors and assigns of the Parties to this Agreement.

25. Attorney Fees; Costs.

In the event either party seeks to enforce the terms hereof in a lawsuit or other proceeding, the prevailing party shall be entitled to an award of the costs incurred, including reasonable attorney fees.

26. Authority.

The individual(s) executing this Agreement on behalf of, or as a representative for a corporation or other person, firm, partnership or government entity, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the corporation, person, firm, partnership or government entity and that this Agreement is binding upon the entity in accordance with its terms.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

AMERICAN FORK CITY

David Bunker
City Administrator

By:
Its:

Date: _____

Date: _____

Attest:

Recorder

Approved as to form:

Approved as to content:

City Attorney

Development Services Director



Attachment B
Development Services Department
American Fork
Municipal Code Rewrite

**American Fork Development
Services Department
275 East 200 North
American Fork, UT 84003
801-763-3060**

THIS PAGE MUST BE COMPLETED, PROPERLY SIGNED, AND RETURNED FOR THIS PROPOSAL TO BE CONSIDERED COMPLETE.

CERTIFICATION

I, the undersigned, affirm that this proposal is made on behalf of the below-named individual/company, for whom I have legal authority to commit to the terms and conditions set forth in the RFP and this response, to which I/we agree to be bound if this proposal is found acceptable by American Fork City; and that this proposal is made without any collusion or coercion on the part of any person, firm, corporation, or other entity.

Company Name:		
Address:		
Representative:		
Title:		
Phone:	Fax:	
Email address:		
Insurer:	Policy #:	Coverage Amounts:
Phase I Price \$ _____ Not to Exceed		
<i>Please attach supporting documentation</i>		
Phase II Price \$ _____ Not to Exceed		
<i>Please attach supporting documentation</i>		

Signature of authorized representative:

Date: _____