Request for Proposal
For Animal Control and Sheltering Services

Thursday, February 27, 2020

Marion County Board of Commissioners

P.O. Box 481
100 Burkhalter Ave.
Buena Vista, GA 31803
Phone: 229.649.2603
Email: marionga@windstream.net
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1.0 Submission Details

1.1 Submission Deadlines
One (1) original, two (2) copies, and one (1) fully executable electronic copy (PDF) of the complete signed submittal must be received by the submittal deadline. All submissions for responding to this request must be submitted in a sealed envelope stating on the outside, the vendor’s name, address, and the RFP title. All submissions must be delivered to our office, as stated below, no later than:

   **Friday, March 6, 2020**
   **No later than 2:00pm EDT**

1.2 Submission Delivery Address
The delivery address to be used for all submissions is:

   **Justin Strickland**
   County Manager
   Marion County Board of Commissioners
   P.O. Box 481
   Buena Vista, GA 31803
   Phone: 229.649.2603
   Email: marionga@windstream.net

1.3 Submission Questions and Clarifications
You may contact the following person if you have any questions or require clarification on any topics covered in this Request for Proposal:

   **Justin Strickland**
   County Manager
   Phone: 229.649.2603
   Email: jstrickland@marioncountyga.org

All questions that arise must be submitted prior to one business day(s) before the submittal due date and shall be directed to the contact person in writing via facsimile or email. Any unauthorized contact shall not be used as a basis for responding to this RFP and also may result in the disqualification of the vendor's submittal. Vendors may not contact any elected official or other County Employee to discuss the proposal process or proposal opportunities, contact of this nature will result in immediate disqualification of the vendor.
1.4 Electronic Submissions
The electronic copy of the submission must be submitted via USB drive with the hard copy

Document standards:
- Must be in Portable Document Format (PDF)
- File name must end in “.pdf”

1.5 Additional Information/Addenda
Marion County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the due date. Vendors should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail. Addenda will be published at www.marioncountyga.org/purchasing-bids/. Vendors are encouraged to check this site regularly for immediate access to issued addenda. RFP & Bid Communications can also be requested as stated above (1.3).

Vendors must acknowledge any issued addenda by including the Addenda Acknowledgement Form with the submittal. Proposals which fail to acknowledge the vendor’s receipt of any addendum will result in the rejection of the offer if the addendum contains information which substantively changes the owner’s requirements

1.6 Late Submittal, Late Modifications, and Late Withdrawals
Submittals received after the due date and time will not be considered. Modifications received after the due date will not be considered. Marion County assumes no responsibility for the premature opening of a proposal not properly addressed and identified, and/or delivered to the proper designation.

1.7 Rejection of Bid
Marion County may reject any and all submittals and reserves the right to waive any irregularities or informalities in any submittal or in the submittal procedure. Submittals received after said time or at any place other than as stated in the notice will not be considered.

1.8 Minimum RFP Acceptance Period
Valid submittals shall not be withdrawn for a period of 90 days from the date specified for receipt of submittals.

Marion County Board of Commissioners
1.9 Non-Collusion Affidavit

By submitting a response to this RFP, the vendor represents and warrants that such proposal is genuine and not a sham or collusive or made in the interest or in behalf of any person not therein named and that the vendor has not directly or indirectly induced or solicited any other vendor to put in a sham proposal, or any other person, firm or corporation to refrain from submitting and that the vendor has not in any manner sought by collusion to secure to that vendor any advantage over any other vendor. By submitting a proposal, the vendor represents and warrants that no official or employee of Marion County has, in any manner, an interest, directly or indirectly in the proposal or in the contract which may be made under it, or in any expected profits to arise there from.

1.10 Illegal Immigration Form

Every vendor submitting a proposal must complete the form showing compliance with the Illegal Immigration Reform and Enforcement Act of 2011, OCGA §13-10-90(b)(1). The form is provided with this RFP package.

1.11 Cost Incurred by Proposers

All expenses involved with the preparation and submission of the RFP to Marion County, or any work performed in connection therewith is the responsibility of the proposer(s).

1.12 RFP Opening

RFP submittal prices will be opened publicly and reviewed by a selected committee. A list of companies responding to the RFP may be obtained from the Administration Office, after the RFP due date and time stated herein.

1.13 Taxes

The selected vendor will be provided with the Marion County Sales and Use Tax Certificate of Exemption number upon request.

1.14 Proposer Information

All proposers must register as a vendor with Marion County prior to the proposal submittal. Registration information can be found at www.marioncountyga.org/purchasing-bids/. All submissions shall include a current W-9. Vendors whose place of business is other than the State of Georgia may be required to provide Marion County with copies of that state’s regulations and/or laws concerning the application of certain vendor preference requirements to vendors whose place of business is in the applicable state. Failure to provide this information will result in the disqualification of the vendor from submitting a proposal.
1.15 Anti-Discrimination

By submitting a response to this RFP, all perspective contractors certify to Marion County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended. In every contract of over $10,000 the provisions in 1.15.1 and 1.15.2. apply:

1.15.1

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

1.15.1.1

The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

1.15.1.2

The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

1.15.1.3

Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

1.15.2

The contractor will include the provisions of 1.15.1 above in every subcontract or purchase order of over $10,000 so that the provisions will be binding upon each subcontractor or vendor.

1.16 Acceptance

Submission of any proposal indicates acceptance of the conditions contained in the RFP unless clearly and specifically noted otherwise in the proposal.
1.17 Price

Prices quoted shall include all costs and charges to include, but not limited to purchasing, packing, transporting the equipment and/or services described herein. Marion County is exempt from state sales tax. All fees shall be included in the bid price. Proposers must quote based on the bid unit as listed.

1.18 Samples

If samples are requested by Marion County, they shall be at no charge to the County and will become property of the County, unless return is requested by the proposer in writing in their bid. Return of samples will be at proposer’s expense.

1.19 Trade Name

Proposers are required to indicate the brands and models of merchandise and/or services quoted. Unless listed as “brand/model only”, brand names and models listed in specifications are used as a standard of quality and/or clarification of desired product.

2.0 Purpose and Scope of Work

2.1 Purpose

This request for proposal is for Animal Control Services and Sheltering for the unincorporated areas of Marion County. The successful Contractor shall provide Animal Control Services undertaken for the purpose of enforcing the County’s Animal Control Ordinance and provide Animal Sheltering Services for the care and housing of detained animals. Contractor’s primary responsibilities shall include: Impounding stray animals within a local facility, consisting primarily of canines, and transporting the animals to the County’s designated animal shelter under protective custody (Contractor may be called upon to provide services for felines when deemed necessary by the County); Responding to barking dog and dog tethering complaints within the County; and working with the local code enforcement officer, sheriff’s office, EMS department, and Fire departments in enforcing the Marion County Animal Control Ordinance. Contractor will be participating in the prosecution of citations issued, including investigating and preparing reports for citations as well as testifying in animal ordinance violation proceedings when necessary. Contractor shall provide trained staff and the proper equipment to control and transport animals in a safe and humane manner. Contractor may, when identified in its proposal and with written approval of the County, subcontract services related to animal control under the resulting contract. Contractor shall be fully responsible to the County for the acts and/or omissions of its subcontractors and of persons either directly or indirectly employed by them. Nothing contained in the contract documents shall create any contractual relationship between any subcontractor and the County. All costs or remuneration due for any subcontracted services shall be the responsibility of Contractor and shall be included in the Contractor’s proposed cost to the County.
2.2 Scope of Work

2.2.1 Certifications. Each member of Animal Control staff must be certified as an Animal Control Officer by the National Animal Care & Control Association (NACA). Certifications must be provided within the submitted proposal and copies of all certifications and trainings must be provided to the County for each staff member of the Contractor.

2.2.2 Immunization. All Animal Control personnel shall be immunized against rabies.

2.2.3 Compliance with Law. The selected Contractor shall maintain policies and practices that comply with all applicable federal, state, and local laws, statutes, ordinances, rules, and regulations related to the impoundment of animals. Violation of any ordinance or statute shall be considered grounds for default under the contract between the County and the Contractor.

2.2.4 Hours of Service. Contractor shall provide Animal Control Services during the following hours: For non-emergency calls: Each day of the seven-day week between the hours of 8:00 a.m. and 5:00 p.m., except for County-declared holidays. For the year 2020, the following County holidays will be observed:

- January 1st: New Year’s Day
- January 21st: Martin Luther King Jr. Day
- May 27th: Memorial Day
- July 4th: Independence Day
- September 2nd: Labor Day
- October 14th: Columbus Day
- November 11th: Veterans Day
- November 28: Thanksgiving Day
- November 29th: Friday after Thanksgiving Day
- December 24th: Christmas Eve
- December 25th: Christmas Day

For emergency calls: 24 hours a day seven days a week. Emergency calls are those reporting a sick or injured dog running at large or a sick or injured dog improperly tethered.
2.2.5 Records. Contractor shall keep comprehensive records for impounded animals, as prescribed by the County and in coordination with the County’s designated Animal Sheltering service provider. Contractor shall provide regular monthly reports to the County Zoning Office concerning animals impounded.

2.2.6 Mutual Aid. Contractor shall provide assistance and mutual aid as needed to the Marion County Sheriff’s Office, Marion County EMS Department, Marion County Fire Departments, 911 Dispatch, and the Marion County Code Enforcement Officer. All of the above listed departments will also provide mutual aid as needed to the Contractor.

2.2.7 Transport. Contractor will provide an animal transport vehicle that meets all federal, state, and local requirements for safe and secure transport of animals. Contractor is required to transport all detained animals to a secure and certified animal shelter.

2.2.8 Citation Fees. Marion County will retain any and all citation fees associated with animal control citations for Animal Control Ordinance violations.

2.2.9 Animal Sheltering. The successful Contractor will provide Animal Sheltering Services for the proper care of stray animals, consisting primarily of canines, impounded within Marion County. The animal sheltering facility must also be able to provide services for felines when deemed necessary by the County. Animal sheltering facilities shall be operated and maintained on a 24-hour basis in a neat, clean, and sanitary condition, in compliance with all applicable federal, state, and local laws, statutes, ordinances, rules, and regulations, including the standards required by the Georgia Department of Agriculture. The facility must also follow Georgia law pertaining to the provisions of the Georgia Sterilization Act (O.C.G.A. 4-14-1). Contractor may, when identified in its proposal and with written approval of the County, subcontract services related to animal sheltering under the resulting contract. Contractor shall be fully responsible to the County for the acts and/or omissions of its subcontractors and of persons either directly or indirectly employed by them. Nothing contained in the contract documents shall create any contractual relationship between any subcontractor and the County. All costs or remuneration due for any subcontracted services shall be the responsibility of Contractor and shall be included in the Contractor’s proposed cost to the County. The following is a list of requirements for the Contractor in providing Marion County Animal Sheltering Service needs:

2.2.10 Facility License. Contractor’s animal sheltering facility must be fully licensed by the Georgia Department of Agriculture.
2.2.11 Compliance with Law. The selected Contractor shall maintain policies and practices that comply with all applicable federal, state, and local laws, statutes, ordinances, rules, and regulations related to the impoundment, redemption, sheltering, adoption, and destruction of animals. Violation of any ordinance or statute shall be considered grounds for default under the contract between the County and the Contractor.

2.2.12 Facility Hours. Contractor shall keep the animal shelter facility open to the public a minimum of Monday through Friday from 8:00 a.m. to 5:00 p.m. and Saturday from 8:00 a.m. to 12:00 noon, except County-designated holidays. Proper care for animals shall be performed 7 days per week, including holidays.

2.2.13 Adoption. Contractor shall maintain an adoption program and/or work with local animal fostering and adoption agencies and organizations to place animals in temporary or permanent homes. Contractor shall be responsible for making every reasonable effort to prepare and present animals for adoption by the public and to facilitate the same. The contractor shall, prior to euthanasia, release the animal to an animal rescue or adoption organization if requested by the organization or rescue.

2.2.14 Animal License and Immunization. Contractor shall, as necessary, dispense animal licenses and immunize animals as required by state law and local ordinance.

2.2.15 Alteration. Contractor shall, as necessary, have the veterinary capacity to neuter animals.

2.2.16 Unclaimed Animals. The Contractor shall provide for the humane disposal of unclaimed animals after holding them for no fewer than 7 days, unless sickness, injury, or disposition requires earlier disposal. Under no circumstances shall animals be sold for purposes of medical research or other activities that may harm them. The Contractor shall be responsible for maintaining animals beyond 7 days. Contractor must make all reasonable attempts to reunite an animal with its owner before euthanasia, adoption, or release to animal welfare agencies as required by law.

2.2.17 Euthanasia. Contractor shall provide for the humane euthanization and lawful disposal of terminally ill animals or animals that pose a danger to public safety. This shall be done in accordance with all applicable laws, including Georgia Code (O.C.G.A. 4-11-5.1). Contractor shall make reasonable attempts to avoid euthanization of unclaimed animals through shelter-facilitated adoption and/or partnerships with pet fostering and adoption organizations.
2.2.18 Collection of Fees. Contractor may be required to collect County-issued fees and fines, as set by the County, before releasing animals to owners. No fees or fines shall be waived by the Contractor without the authorization of the County. The County shall be entitled to inspect the Contractor’s record of fees collected at any time during regular business hours. Should the Contractor be required to collect fees and fines, Contractor shall maintain an accurate record of all fees collected and shall either remit all fees to the County or credit the County against monthly charges, with a statement of the fees collected, showing the names and address of the person paying the fees, the amount collected, and the date of collection.

2.2.19 Records. Contractor shall keep comprehensive records for sheltered animals and submit regular monthly reports to the County for animals detained from Marion County.

2.2.20 Veterinary Care. Contractor shall provide veterinary care, either directly or through subcontract, for the care of animals sheltered.

2.2.21 Cost. Contractor shall bill the County on a monthly basis for Animal Control and Sheltering Services at a cost based upon the number of work orders, animals sheltered, and length of time sheltered. For the purpose of estimating cost and capacity the Contractor should anticipate up to 75 calls for service during the span of one year. This number is a rough estimate and is not a guarantee of volume for service calls. The Contractor should also anticipate that up to 50 stray dogs may be impounded within the course of a year. These numbers are rough estimates and are not a guarantee of future volume. If the Contractor is using a shelter that operates with no fees or is a non-profit, then list that information in the proposal and adjust sheltering fees to reflect that.

2.2.22 Additional Fees: The pricing on this bid will be the full and delivered price for all services. No additional fees will be billed or paid by the County.

3.0 Procedures

3.1 Project Administration

The project will be administered by Marion County through the County Manager. The County Manager being the main point of contact for all questions during the preliminary procedures. After a contract or bid is awarded, the Marion County Code Enforcement Officer will be designated the Contract Administrator.
3.2 Questions

All questions shall be submitted in writing (e-mail is preferred) and relevant questions shall be posted on our website (see 1.5).

3.3 Open Records

All materials submitted in connection with this RFP will be public documents and subject to the Open Records Act and all other laws of the State of Georgia, the United States of America and the open records policies of Marion County. All such materials shall remain the property of Marion County and will not be returned to the respondent.

3.4 Indemnification

All respondents to this RFP shall hold harmless Marion County, and any of their officers and employees from all suits and claims alleged to be a result of this RFP. The issuance of this RFP constitutes only an invitation to present a bid. Marion County reserves the right to determine, at its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this RFP. Marion County also reserves the right to seek clarifications, to negotiate with any vendor submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule. In the event that this RFP is withdrawn or the project canceled for any reason, Marion County shall have no liability to any respondent for any costs or expenses incurred in connection with this RFP or otherwise.

3.5 Mandatory Forms

Failure to submit all the mandatory forms from this RFP package shall be just cause for the rejection of the qualification package. However, Marion County reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid as non-responsive.

3.6 Failure to Deliver Goods/Service

In case of failure to deliver goods/service in accordance with the contract terms and conditions, Marion County, after due oral or written notice, may procure substitute goods or services from other sources and hold the contractor responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies which Marion County may have.

3.7 Contract

Any contract resulting from this RFP shall be governed in all respects by the laws of the State of Georgia and any litigation with respect thereto shall be brought in the courts of the State of Marion County Board of Commissioners
3.8 Funding

It is understood and agreed by the proposer that Marion County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this RFP.

4.0 Selection

4.1 Review of Proposals

All qualified proposals will be reviewed by a committee selected by Marion County. Discussions may take place with the short-listed proposers to ensure clarification.

4.2 Proposal Acceptance

Marion County reserves the right to accept the proposal that is determined to be in the best interest of the County. The County reserves the right to reject any and or all proposals.

4.3 Board of Commissioners

The accepted proposal, after preliminary contract negotiations, will be brought before the Marion County Board of Commissioners during a regular open meeting by the selection committee for Commission approval. The Board of Commissioners gives the final approval for the acceptance of a proposal and reserves the right to reject the selected proposal for any reason.

4.4 Contract Negotiation and Signing

Upon Board of Commissioner approval, the County will complete contract negotiations with the selected vendor. The contract must be signed by an authorized agent of the selected vendor and by the Chairperson of the Marion County Board of Commissioners or their designee.
NON-COLLUSION AFFIDAVIT

The following affidavit is to accompany the bid:

STATE OF ________________

COUNTY OF ________________

_________________________________________________________
Owner, Partner or Officer of Firm

_________________________________________________________
Company Name, Address, City and State

Being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the bidder to submit the attached bid. Affiant further states as bidder, that they have not been a party to any collusion among bidders in restraint of competition by agreement to bid at a fixed price or to refrain from bidding. Affiant also states as bidder, that they have not been a party to any collusion with any officer of Marion County or any of their employees as to quantity, quality or price in the prospective contract; and that discussions have not taken place between bidders and any office of Marion County or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

___________________________________
Firm Name

___________________________________
Signature

___________________________________
Title

Subscribed and sworn to before me this _____ day of ________________, 20____.

___________________________________      [NOTARY SEAL]
Notary Public
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Name of Contracting Entity: ______________________________________
Proposal Title: _______________________________________
Proposal Date: _______________________________________

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, company, or corporation which is contracting with Marion County has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.GA. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to Marion County at the time the subcontractor(s) is retained to perform such service.

_______________________________________   ___________________________
EEV / E-Verify User Identification Number   Date of Authorization

_________________________   ___________________________
BY: Authorized Officer or Agent     Date
(Name of Person or Entity)

_________________________
Title of Authorized Officer or Agent

_________________________
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE
_____ DAY OF ______________________, 20__

[NOTARY SEAL]

Notary Public

Marion County Board of Commissioners
EXECUTION OF PROPOSAL

DATE: ______________

The potential vendor certifies the following by placing an "X" in all blank spaces:

___ That this proposal was signed by an authorized representative of the company.

___ That the potential Contractor/Vendor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.

___ That all costs associated with this project have been determined, including all direct and indirect costs.

___ That the potential vendor agrees to the conditions as set forth in this REQUEST FOR PROPOSAL with no exceptions.

Therefore, in compliance with the foregoing Request for Proposal, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within sixty (60) days from the date of the opening, to furnish the services/products for the prices quoted within the time frame required. The undersigned offers and agrees to furnish any or all of the items upon which prices are quoted at the price set opposite each item, in the quantities described, delivered to the point(s) specified, in accordance with the terms and conditions set forth herein. The laws of the State of Georgia shall prevail concerning all purchases and services under this contract. I certify that I have read and understand the terms and conditions herein except as stated below. I further state that I am and/or my company is capable, able to, and will provide the requested products and/or service described herein. I am the owner or agent of the company stated below and am authorized and empowered to contract. By my signature on this RFP, I/we guarantee and certify that all items included in my bid meet or exceed specifications. I certify that this quotation is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a quotation for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the quotation and certify that I am authorized to sign this quotation for the Contractor.

---Sign on next page---

Marion County Board of Commissioners
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<th>Business Contact Representative</th>
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<tbody>
<tr>
<td>Operational Contact Representative</td>
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<td>Vendor’s Name</td>
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ADDENDA ACKNOWLEDGEMENT

The vendor has examined and carefully studied the Request for Proposals and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. ____________

Addendum No ____________

Addendum No. ____________

Addendum No. ____________

Authorized Representative/Title __________________________________________ 
(Print or Type)

Authorized Representative ____________________________ (Signature)

(Date)

Vendors must acknowledge any issued addenda. Proposals which fail to acknowledge the vendor’s receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the owner’s requirements.