# VILLAGE OF KEY BISCAYNE

# REQUEST FOR PROPOSAL

# COLLECTION, TRANSPORTATION AND DISPOSAL OF SOLID WASTE FOR THE RESIDENTIAL AREAS OF THE VILLAGE OF KEY BISCAYNE, FLORIDA

## PROPOSAL SUBMISSION REQUIREMENTS AND INFORMATIONAL MATERIAL

**Proposal Package**

**January 15, 2010**

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# VILLAGE OF KEY BISCAYNE

# REQUEST FOR PROPOSAL

# Table of Contents

Public Notice ..... 5

**SECTION I. General Information**

A. Legislative Authority ..... 6
B. Proposal Submission Date ..... 6
C. Proposal Package Content ..... 6, 7
D. Agreement with Village of Key Biscayne ..... 7
E. Pre-Proposal Conference ..... 7
F. Time Schedule ..... 7, 8
G. Expense of Proposal ..... 8
H. Irrevocable Offer ..... 8
I. Collusion ..... 8, 9
J. Legal Requirements ..... 9
K. Non Assignment ..... 9
L. Non Discrimination ..... 9
M. Options Reserved by the Village of Key Biscayne ..... 9, 10
N. Questions ..... 10
O. Addenda ..... 10
P. Public Records ..... 10
Q. Facilities ..... 10
R. Understanding RFP Documents ..... 11

**SECTION II. Prospective Contractor Qualifications and Submission Requirements Related to the Qualification of Prospective Contractors**

A. Technical Qualifications ..... 12
B. Staffing ..... 13
C. Available Resources ..... 13
D. Criminal History and Disclosures ..... 13
E. Financial Qualifications ..... 13,14,15

**SECTION III. Required Services Description and Specifications**

A. Background ..... 16
B. Geographic Scope ..... 16
C. Types of Waste ..... 16
D. Specification of Services ..... 16, 17, 18, 19
E. Time of Collection ..... 19

F. Quantity of Waste Generated; Quality and Scope ..... 19, 20
G. Supervision and Access ..... 20
H. Permits ..... 20
I. Newsletter ..... 21
J. Emergency Preparedness Plan ..... 21, 22
K. Transition Plan ..... 22
L. Customer Service Plan ..... 22
M. Corporate Goodwill ..... 22
N. Litigation History ..... 22
O. Employee/Resident Safety Plan ..... 22

**SECTION IV. Proposal Submission and Bidding Requirements**

A. Mailing Instructions and Submission Deadlines ..... 23
B. Proposal Outline ..... 23, 24, 25, 26

**SECTION V. Proposal Evaluation Criteria and Election/Award Process**

A. Review of Proposals ..... 27
B. Evaluation of Proposals ..... 27
C. Award of Contract ..... 27

**ATTACHMENTS**

**I-A Resolution Authorizing Issuance of RFP**

**II-A Prospective Contractor Warranties and Representations**

**II-B Section 287-133(3) Statement**

**II-C Drug Free Workplace Certification**

**III-A Map of Key Biscayne and Collection Schedule**

**III-B Example Newsletter**

**IV-A Proposed Schedule of Prices**

**V-A Addenda Acknowledgment**

**VILLAGE OF KEY BISCAYNE**
**88 WEST McINTYRE STREET**
**KEY BISCAYNE, FLORIDA 33149**

## PUBLIC NOTICE AND ADVERTISEMENT

## REQUEST FOR PROPOSAL

Sealed proposals for the collection, transportation, and disposal of solid waste for the residential properties in the Village of Key Biscayne will be received by the Village Clerk, at 2:00 p.m. on Monday, the 8th day of February, 2010, at the Village Hall, 88 West McIntyre Street, Key Biscayne, Florida 33149.

The Village will accept proposals from any and all qualified Prospective Contractors for the collection, transportation, and disposal of residential solid waste, garbage, yard trash, recyclable materials, bulk trash, and white goods ("Proposals"). A full information package ("Proposal Package") will be available at the Office of the Village Clerk as of the 15th day of January, 2010.

Prospective Contractors shall be required to submit, with their Proposal, a copy of the appropriate permit or license issued by Miami-Dade County, authorizing the Contractor to perform the proposed work.

The Successful Prospective Contractor shall be required to execute an Agreement with the Village consistent with its Proposal and with any additional terms that may be agreed upon as conditions for selection. A Performance Bond for the full amount of the Agreement shall be required to assure the Contractor's performance.

All Prospective Contractors shall attend a pre-proposal conference as part of the qualification process to be held at the Village of Key Biscayne, Village Hall Conference Room (Suite 210), at 10:00 a.m. January _____, 2010.

The Village reserves the right to select the Proposal that best serves the needs of the Village and that meets health, safety, and welfare requirements as determined by the Village. The Village reserves the right to waive any informality in any Proposal, and the Village Manager may reject any or all proposals.

For information and questions regarding this notice please contact Genaro "Chip" Iglesias, Village Manager, at (305) 365-5500.

## SECTION I

## GENERAL INFORMATION

A. Legislative Authority

Resolution No. 10-_____ passed and adopted by the Council of the Village of Key Biscayne, January 12, 2010 authorizes the Village Manager to issue this Request for Proposal ("RFP"). A copy of this resolution is included in Attachment I-A.

The RFP for the performance of the services being requested hereunder has been deemed to be consistent with Chapter 15, Miami-Dade County Code.

B. Proposal Submission Date

Sealed Proposals from any and all Prospective Contractors qualified to provide solid waste services for the Village of Key Biscayne will be received by the Village Clerk, by 2:00 p.m. on Monday, the 8th day of February, 2010, at the Village Hall, 88 West McIntyre Street, Key Biscayne, Florida 33149.

C. Proposal Package Content

Compliance with the RFP is mandatory as a condition for participation. Failure or unwillingness by Prospective Contractors to comply with any of the requirements of the RFP as set forth in this Proposal Package, or failure to supply all of the information requested herein shall constitute singly or severally, a sufficient basis for the Village to disqualify the Prospective Contractor's response to the RFP from consideration by the Village.

This Proposal Package has been organized to provide guidance and facilitate a response to the RFP. As such, it contains information concerning the following subjects:

- SECTION I — General Information
- SECTION II — Prospective Contractor Qualifications and Submission Requirements Related to the Qualification of Prospective Contractors
- SECTION III — Description and Specifications for the Required Services
- SECTION IV — Proposal Submission and Pricing Requirements
- SECTION V — Proposal Evaluation Criteria; Selection/Award Process

- ATTACHMENTS

D. Agreement with Village of Key Biscayne

The successful Prospective Contractor shall execute a solid waste agreement (the "Agreement") with the Village incorporating the requirements, terms and conditions of the RFP. The Agreement shall be in a form approved by the Village Attorney as to form and legal sufficiency.

The only changes or deviations from the RFP shall be those that may result from final negotiations with the selected Contractor, unanticipated force majeure situations or matters that must be addressed to insure compliance with legislative or legal intents and imperatives.

The Agreement shall be for an initial term of five years, with options for two additional consecutive terms of two years each under the same terms and conditions.

The renewal options shall be automatic unless the Village gives written notice to the Contractor of non-renewal, no less than 90 days prior to the end of the initial five-year term or 90 days prior to the end of the first two-year additional term.

The RFP does not represent the actual Agreement to be executed between the parties.

The Agreement shall incorporate the RFP by reference and the Proposal selected by the Village.

In the event conflicting information, terms, or any items regarding the rights or responsibilities of the parties appear between the RFP, Proposal and the Agreement, the Agreement shall prevail.

E. Pre-Proposal Conference

All Prospective Contractors shall attend a pre-proposal conference as part of the Prospective Contractor qualification process. The pre-proposal conference will be held at the Village of Key Biscayne, Village Hall Conference Room (2nd Floor) at 10:00 a.m. January _____, 2010.

F. Time Schedule

Preliminary time schedule for selection process and contract approval:

| | |
|---|---|
| Advertisement of Public Notice: | January 15, 2010 |
| Pre-proposal conference: | January , 2010 |
| Deadline for receipt of sealed Proposals: | February 8, 2010 |
| Review of Proposals: | February 8-11, 2010 |
| Interviews and identification of best proposal: | February 12, 2010 |

| | |
|---|---|
| Village Manager Recommendation to Village Council and Resolution Authorizing Execution of Agreement: | February 23, 2010 |
| Execution of Agreement: | TBD |

The above schedule is preliminary and shall remain subject to change at the discretion of the Village Manager. All Prospective Contractors who have obtained Proposal Packages and who have registered their interest in responding the RFP will be advised in writing of any changes in the Schedule.

G. Expense of Proposal

All expenses involved with the submission of Proposals to the Village shall be borne by the Prospective Contractor.

H. Irrevocable Offer

Any Proposal submitted in response to the RFP shall be secured with a deposit in the form of a certified check to the order of the Village of Key Biscayne. Said check shall accompany the Proposal and shall be in an amount equal to 10% of the proposed Agreement price offered for the first year of operations. The deposit will be held by the Village in escrow until the Village Council passes the Resolution authorizing execution of the Agreement with the Successful Prospective Contractor, except that the selected Contractor's deposit shall be held until the Agreement is signed. A Proposal may be withdrawn prior to the day for submission of bids. Any Proposal not so withdrawn shall constitute an irrevocable offer deemed valid for a period of 90 days.

I. Collusion

In responding to the RFP, Prospective Contractors shall certify that they have not divulged to, discussed with or compared their respective proposals with any other Prospective Contractor submitting Proposals or any other parties whatsoever. Prospective Contractors agree to certify, and in the case of a joint Proposal each party thereto shall certify, as follows in connection with their Proposal:

1. Any prices or cost data submitted and any matter relating to the prices or cost data has been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other Prospective Contractor or with any competitor;

2. Any prices or cost data quoted in the Proposal has not been knowingly disclosed and will not be knowingly disclosed by the Prospective Contractor prior to the scheduled Proposal opening, either directly or indirectly, to any other Prospective Contractor or to any competitor;

3. No attempt has been made or will be made by the Prospective Contractor to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition;

4. The only person(s) interested in the RFP as principal(s) is (are) named in the Proposal, and no person other than those mentioned, has any interest in the Proposal or in the Agreement to be entered into or in any brokerage or contingent fee arrangements.

J. Legal Requirements

Prospective Contractors are required to comply with all provisions of Federal, State, County, and local laws, ordinances, rules, and regulations that are applicable to the services being offered in this RFP. Lack of knowledge of the Prospective Contractor shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effects thereof.

K. Non Assignment

Prospective Contractors shall not assign, transfer, convey or otherwise hypothecate any interest, rights, duties or obligations they will have in connection with their Proposal, nor any that they will acquire under the Agreement to be awarded, without the prior written consent of the Village. The Village may, at its option, disqualify the Contractor or, as the case may be, terminate the Agreement immediately upon notice of such unauthorized action by the Contractor.

L. Non Discrimination

Prospective Contractors shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of the employment or any matter directly or indirectly related to employment because of age, sex or physical handicap (except where based on bona fide occupational qualifications) or because of race, color, religion, national origin, ancestry or sexual orientation.

M. Options Reserved by the Village of Key Biscayne

The Village reserves the exclusive rights to:

1. Waive any deficiency or irregularity in the selection process;
2. Accept or reject any or all qualifications statements in part or in whole;
3. Request additional information as appropriate;
4. Reject any or all submittals, if found by the Village Council not to be in the best interest of the Village;
5. Re-advertise the RFP for Solid Waste, Bulk Waste, and Recycling Collection Services, or continue the existing solid waste agreement..

By submitting a Proposal for the services, each Prospective Contractor acknowledges and agrees that no enforceable Agreement arises until the Village signs the Agreement, that no action shall lie to require the Village to sign such Agreement at any time, and that each Prospective Contractor waives all claims to damages, lost profits, costs, expenses, reasonable attorneys fees, etc., as a result of the Village not signing such Agreement.

N. Questions

Requests for questions and clarification regarding the RFP shall be submitted in writing to Genaro "Chip" Iglesias, Key Biscayne Village Manager at 88 West McIntyre Street, Key Biscayne, Florida 33149. Interpretations or clarifications considered necessary by the Village Manager in response to such questions will be issued by means of addenda mailed or delivered by facsimile to all parties known by the Village as having received the RFP. Only questions answered by written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

In the event questions or clarifications require changes in the form and/or substance of the RFP or of the Agreement, Prospective Contractors are advised that the day which is ten days before the Proposal opening is the "Cut-Off" date beyond which no changes will be considered.

O. Addenda

The Village reserves the right to issue addenda. Each Prospective Contractor shall acknowledge receipt of such addenda. In the event any Prospective Contractor fails to acknowledge receipt of such addenda, his/her Proposal shall nevertheless be construed as though the addenda had been received and acknowledged and the submission of his/her Proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her. Each Prospective Contractor must verify that he/she has received all addenda issued before submitting the Proposal to the Village.

P. Public Records

Any material submitted in response to this RFP shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Records Law). Prospective Contractors must claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The Village reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

Q. Facilities

The Village reserves the right to inspect each Prospective Contractor's facilities at any reasonable time, during normal working hours, without prior notice to determine that the Prospective Contractor has a bona fide place of business, and is a responsible Prospective Contractor.

R. Understanding RFP Documents

By submitting a Proposal, the Prospective Contractor acknowledges that they have read and understand the RFP, and fully and voluntarily accept all terms and conditions set forth in the RFP.

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## SECTION II.

## PROSPECTIVE CONTRACTOR QUALIFICATIONS AND SUBMISSION REQUIREMENTS RELATED TO THE QUALIFICATION OF PROSPECTIVE CONTRACTORS

Prospective Contractor qualifications and related submission requirements address the following three areas of concern:

- Technical qualifications of Prospective Contractors, including experience and capacity to perform the services as required by the RFP and Agreement and as specified in the Proposal.
- Absence of Criminal History and related disclosures.
- Financial Qualifications of Prospective Contractor.

### A. Technical Qualifications

The Village is seeking Proposals from businesses that can demonstrate their ability to provide the services described in the RFP.

Prospective Contractors shall be required to submit with their Proposals a copy of the appropriate permit or license issued by Miami-Dade County, which authorizes the Prospective Contractor to perform the proposed services. Prospective Contractors shall furnish evidence of proper license(s) and the ability to secure permits as required by government regulations.

Preference will be given to those firms with a proven record in the field of solid waste management. To this end, Prospective Contractors are required to provide a record of prior experience including the name(s) of prior or current client entities, scope of work, time frame of when services were or are being rendered, and references regarding quality of performance.

Prospective Contractors shall describe experience relevant to this project by providing a reference list of governmental, institutional or private entities having contracted or currently contracting with the Prospective Contractor for similar projects, including the following information:

- Title and brief description of each project
- Client and a contact name, address, and telephone number
- Start date and duration of project
- Nature of work involved (including number of customers)
- Total quality of solid waste handled
- Total cost
- Degree of implementation accomplished

B. Staffing

Prospective Contractors must demonstrate significant staff expertise in effectively managing a Solid Waste, Bulk Waste, and Recycling Collection contract. Prospective Contractors shall submit the resumes of all supervisory personnel who will be involved in any aspect of performance under the Agreement.

Prospective Contractors must also agree to provide a supervisor who will be accessible to the Village at all times. The Prospective Contractor must provide a profile of the individual who will fill this position, describe his/her qualifications, and describe the method by which accessibility will be achieved (e.g., cell phone).

The Prospective Contractor must provide an organizational chart of the company, and an organizational chart for the local service area. Prospective Contractors are also expected to submit a complete description of how this organizational structure will be supplemented or modified if the Proposal is selected.

C. Available Resources

Prospective Contractors shall provide a list of facilities, equipment (including equipment age), and personnel available to do the work, demonstrating the Prospective Contractor's ability to acquire the necessary assets to perform the Agreement as bid. In addition, Prospective Contractors shall provide an explanation on how this equipment will be used in the Village. Also, Prospective Contractors must identify how this equipment will be sufficient to handle the Prospective Contractor's total workload. The Village may disqualify any Prospective Contractor it concludes does not possess either the acceptable resources referred to above.

D. Criminal History and Disclosures

The Village is seeking Proposals from firms, individuals, and individuals within firms submitting Proposals that have maintained a record free from criminal or other prejudicial activities. To this end, Contractors shall provide a Section 287.133(3)(a), Statement in the form included as Attachment II-B, as well as such other information which may be requested by the Village regarding this issue.

E. Financial Qualifications

The financial strength and capability of each Prospective Contractor is an important matter for the Village and therefore one that figures prominently in the evaluation of Proposals. Prospective Contractors must submit the following:

- **Financial Statements**

Prospective Contractors shall submit financial statements to be analyzed by the Village as part of the qualification process. Such statements and any related information such as credit standing, credit history, cash position (i.e., liquidity), and long term debt shall be audited if possible or, at a minimum, shall include a compilation of financial information prepared by a Certified Public Accountant.

- **Subsidiaries**

Individuals as well as corporate or other business entities and/or their subsidiaries may submit a Proposal. In the event the Village deems the financial qualifications or capacity to perform the scope of work to be inadequate in cases where the Proposed Contractor is a subsidiary of a better financially endowed parent entity, the full faith and credit of the parent entity shall be pledged.

- **Performance Bond**

Prospective Contractors shall provide reasonable assurance, such as a commitment letter or similar document from a surety company, that the requirements in the RFP with respect to performance bonding can and shall be satisfied.

- **Insurance and Indemnification**

Prospective Contractors shall be required to indemnify the Village and provide reasonable assurances such as a letter of intent or the like from qualified insurers that the insurance requirements specified below can be satisfied.

The successful Prospective Contractor shall indemnify and hold harmless the Village, its agents, and employees from and against all claims, damages, losses, and expenses arising out of or resulting from the Contractor's performance or non-performance under the Agreement, and from all actions of Contractor's employees in the course of carrying out any business related to the Agreement.

The successful Prospective Contractor shall maintain during the term of the Agreement the following insurance coverage:

(a) Public Liability insurance on a comprehensive basis in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury and property damage.

(b) Automobile Liability Insurance covering all owned, leased, rented or otherwise hired vehicles in amounts not less than one million dollars ($1,000,000) per occurrence combined single limit for bodily injury and property damage.

(c) Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes.

The Village shall be named as an additional insured on the insurance policies required under subsections (a) and (b) above. The insurance policies required shall include those classifications as listed in Standard Liability Insurance manuals which most closely reflect performance under this Agreement.

Each insurance policy shall state that it cannot be cancelled or modified without written notice to the Village at least 30 days prior to the effective date of cancellation or modification.

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## SECTION III.

## REQUIRED SERVICES
## DESCRIPTION AND SPECIFICATIONS

A. Background

The Village of Key Biscayne is a Municipal Corporation of the State of Florida, Miami-Dade County, encompassing about 1.25 square miles.

The total population approximates 11,000. The population is housed in approximately 6,773 housing units, including approximately 1,280 single family dwellings, 5,478 multi-family condominium and cooperative apartments and 15 smaller scale multi-family apartments.

The hotels, commercial centers, and the larger scale mid and high-rise developments, including all condominiums, each manage the collection and disposal of solid waste under private arrangements that do not involve the Village except for regulatory purposes.

B. Geographic Scope

The primary purpose of the RFP is to solicit proposals for the collection and disposal of solid waste from all of the Village's single family homes and duplexes generally identified on the map of the Village included herewith as Attachment III-B. Contractor shall also be responsible for the collection and disposal of solid waste from Village government owned, occupied, or operated property and facilities, including, but not limited to the Village Hall, Village Fire Station, Village Police Station, Village Parks, and the Village Recreation Center ("Village Facilities").

C. Types of Waste

The types of waste described in this RFP shall be defined as commonly understood in the municipal solid waste industry and may be further defined in the Agreement.

D. Specifications of Services

Garbage, solid waste, yard trash, recycling material, bulk trash, and white goods shall be collected from each residential customer. The following describes the services contemplated by this RFP, although these services may be modified subsequently by the Agreement.

**Included and Excluded Waste**

For the purpose of this RFP, the term "Solid Waste Services" shall include the collection, transportation, and disposal of solid waste, bulk trash, white goods, yard trash, and garbage.

These terms are defined as commonly understood in the municipal solid waste industry and may be further defined in the Agreement.

Excluded from Solid Waste Services are the collection, transportation, and disposal of Prohibited Waste, Special Waste, Hazardous Waste, Biohazardous Waste, and Construction Debris. These terms are defined as commonly used in the municipal solid waste industry and may be further defined in the Agreement.

**Garbage and Yard Trash**

Garbage will be collected at least two times per week. **Prospective Contractors will be asked to provide pricing in the Prospective Contractor's Proposal for multiple options as to manner of, and location for, pick up, including:**

- Side yard/back yard pick-up
- Automated curbside pick-up, including but not limited to rear automated and 'one armed bandit' style collection

Yard Trash will be collected once a week.

**Bulk Trash**

Contractor shall provide curbside pickup, transportation and disposal service of unlimited bulk trash, including white goods, from each residential customer. **Such services shall be priced by the Prospective Contractor in accordance with the following three options to be priced in the Prospective Contractor's Proposal:**

- Once a month
- Twice a month
- Once a week

Under the first option identified above, bulk trash shall be collected on a day identified by the Prospective Contractor during the third week of the month.

In all cases, Contractors shall be required to furnish in writing a bulk trash collection schedule for each year of the entire five-year term of the Agreement to each residential customer in a form suitable for easy periodic reference by residential customers.

Prospective Contractors are encouraged to provide in their Proposal other cost-effective alternative schedules for bulk trash collection which would serve the best interests of the Village and the residential customers.

**Recyclable Material**

Contractor shall provide recycling services to each residential customer once per week.

Contractor shall purchase and distribute, at its sole cost, one Village-approved recycling container to each residential property in the Village. Each recycling container shall be hot-stamped with the type of material acceptable, Contractor's recycling information and telephone number, the words: "Property of Village of Key Biscayne Recycling Program" and any other information as approved by the Village.

A single-stream recycling container shall be provided by the Contractor for both newspaper and other commingled Recyclable Material, consisting of glass, plastic, and ferrous and aluminum cans. The recycling container shall be "Miami-Dade" green, and shall either be a bin style container or a wheeled metal or plastic receptacle, with a capacity of ninety six (96) gallons intended to be manually or mechanically dumped into a loader-packer type recycling truck. **Contractor shall provide the cost differential for the provision of the smaller bin-style recycling container versus the wheeled receptacle.**

In lieu of the recycling containers described above, the Contractor may be asked to provide plastic garbage bags to each residential property in the Village for use with the recycling program. **The Contractor shall provide the cost differential for the provision of these bags versus the provision of the recycling containers.** For the purposes of this section the term "recycling containers" shall also alternatively mean "recycling bags".

Contractor shall develop its recycling routes. The recycling container shall be delivered to each residential property within a recycling route. The Contractor shall be responsible for counting the number of residential properties and shall provide to the Village a route map with the residential property count. This information shall serve as the initial count of residential properties in the program. During the distribution of the recycling containers, the Village has the option of accompanying the Contractor to verify the Contractor count.

Any new residential property which results from construction, occupancy of a residential property which was unoccupied during initial recycling container distribution or expansion of the Village Service Area shall receive one set of recycling containers from Contractor at the Contractor's cost and shall be included in the recycling program within 21 days of notice to Contractor by the Village.

Upon delivery of the initial set of recycling containers to a residential property, Contractor shall be solely responsible for replacement and distribution of recycling containers delivered to residential properties. Upon notification to Contractor by the Village or a customer that the residential property's recycling container has been stolen or that it has been damaged beyond repair, the Contractor shall deliver a replacement recycling container to each residential property within seven (7) work days. Each residential property shall be entitled to an

unlimited number of replacements of lost, destroyed, or stolen recycling containers at no cost to the Village or the residential property. The ownership of the containers purchased and distributed on behalf of the Village by Contractor shall be the property of, and remain with, the Village.

Garbage containers shall be provided by each residential customer. In the event the Village requires uniform garbage containers for its residential customers, the successful Prospective Contractor shall assist the Village in the procurement of such containers at the Village's sole cost.

**Village Collections**

Garbage, solid waste, yard trash, recycling material, bulk trash, and white goods shall be collected from Village Facilities at no additional charge to the Village two times each week.

Additionally, Contractor shall supply the Village with a large roll-off container or equivalent that shall be available at the neighborhood trash station at all times for use of Village staff and residents. This roll-off container will need to be emptied daily, and so Prospective Contractors should anticipate that two would need to be available for Village use at any given time.

E. Time of Collection for all Properties (Residential Properties and Village Facilities)

The time period during which collection is authorized by the Village shall begin no earlier than 7:00 a.m. and shall end no later than 4:00 p.m. Collection can occur only on Monday, Tuesday, Thursday or Friday. The Contractor must notify the Village when, due to man-made or natural disaster, collection will be prevented or altered. The Contractor will deduct the charge for the missed day(s) in the next billing.

Prospective Contractors shall furnish to the Village as part of their Proposal a schedule for all collections, specifying the days of the week for the various types of waste. The map in Attachment III-A indicates the current schedule. Prospective Contractors may, but are not obligated to, base their schedule on that shown in Attachment III-A.

The Contractor shall be responsible for the transportation to, and disposal of, the garbage, solid waste, yard trash, white goods, and bulk waste collected at an approved Solid Waste Disposal Facility.

F. Quantity of Waste Generated, Quality and Scope

The Agreement for Solid Waste Services for Key Biscayne shall provide that the tonnage or the amount of waste to be collected, transported and disposed is unlimited.

As a matter of useful information, the waste tonnage collected from Key Biscayne Single Family Residential Areas based on current collection records was as follows:

2004 _____
2005 _____
2006 _____
2007 _____
2008 _____
2009 _____

The Contractor shall furnish all necessary personnel, materials, equipment, labor, and facilities necessary to perform all work as defined in the RFP and the Agreement.

The Contractor shall be responsible for the professional quality of work performed and completion of work on a daily schedule. The Contractor shall, without additional compensation, correct or revise any errors, omissions or deficiencies in service.

All waste collected shall be disposed of in accordance with all Federal, State, and Local laws and regulations.

G. Supervision and Access

The Contractor shall, within ten days of execution of the Agreement with the Village, designate in writing to the Village Manager the person who shall be in charge of supervising operations (the "Supervisor"), as described in Section II(B) of this RFP. The Supervisor shall be available during work days and weekends, in the event of an emergency, and shall provide a home phone number, email address, and pager and/or cellular telephone number to the Village Manager. Additionally, the Supervisor shall be required to attend monthly meetings with the Village Manager or designee to discuss any issues relating to the delivery of service by the Contractor.

Availability of communication by and between the Village and the Contractor shall be unencumbered 24 hours a day. For purposes of this availability, the Contractor shall be responsible for maintaining state-of-art communication technology capabilities.

H. Permits

The Contractor shall obtain and maintain current, all licenses, permits, and inspections required for performance under the Agreement and shall comply with all applicable laws, ordinances, and regulations mandated by Federal, State, and/or Local governments regarding the proper collection and disposal of Solid Waste.

I. Newsletter

The Contractor shall, at Contractor's sole cost, publish an annual Newsletter providing customers with information concerning a wide range of solid waste management topics designed to facilitate collection, transportation and disposal of solid waste as well as to produce savings in the performance of Contractor's services.

J. Emergency Preparedness Plan

The Emergency Preparedness Plan shall address the steps the Contractor will take to assist the Village in the aftermath of a hurricane, severe storm, or such other natural and man-made disaster that may occur. Emergency assistance is not exclusive to the Agreement. The Contractor shall work with the Village and other agencies or service providers selected by the Village during emergency situations. The Emergency Preparedness Plan shall delineate the equipment, hand tools, vehicles, and any other types of materials required by the Prospective Contractor that the Prospective Contractor, if selected, shall have available to assist with the Village's cleanup efforts. An Emergency Preparedness Plan must be submitted for the 2010 Hurricane Season.

The Emergency Preparedness Plan shall contain, at a minimum, the following elements:

(1) General Plan Description;
(2) Readiness/Preparedness Steps;
(3) Prospective Contractor's planned Equipment and Manpower Resources;
(4) Planned utilization of Temporary Storage Locations;
(5) Assistance and Coordination Plan with other contractors, government officials, and other affected communities;
(6) The number of hours after the emergency event the Contractor will begin clean-up efforts.
(7) Proposed hurricane debris materials collection rates for 2010 identified by cubic yard. Identify rates for vegetative and construction and demolition materials.

In case of severe weather which may create a danger to Contractor's employees or the public, the Village Manager may grant Contractor the right temporarily to vary from the regular schedule.

In the case of severe weather or emergencies where it is necessary for Contractor to acquire additional collection vehicles and to hire extra crews to clear the Village of debris resulting from the any of the above-described disasters ("Emergency Collections"), Contractor shall be required to cooperate with the Village on a priority basis in all possible ways for the efficient and rapid clean-up of the Village. Such cooperation shall include undertaking steps necessary for an appropriate response to the emergency, including assistance to the Village at the Village Manager's request for extra collections both before and after the emergency. Additionally, the Contractor is expected to be the Village's partner in maintaining any emergency staging sites in the aftermath of these disasters.

Contractor shall receive extra compensation above that set forth in the Agreement for Emergency Collections, provided Contractor has first secured prior written authorization from the Village Manager based on rates jointly agreed to by the Village Manager and Contractor. **The Prospective Contractor should supply these costs as part of their Proposal on the form provided as Attachment IV-A.** The extent of such extra compensation shall be limited to amounts approved for payment or reimbursement by FEMA. The Village may contract with other firms or units of government to provide the emergency collections.

As soon as practical after severe weather or an emergency, Contractor shall advise the Village Manager and residential customers of the estimated time required before regular schedules can be resumed.

K. Transition Plan

Prospective Contractors shall provide a detailed description of how services will be initiated under the Agreement. Ensuring a smooth, seamless transition is of critical importance to the Village.

L. Customer Service Plan

Prospective Contractor shall detail how customer service issues, including complaints, are handled.

M. Corporate Goodwill

Prospective Contractor shall provide a detailed statement of the benefits that the Prospective Contractor will bring, above and beyond the requirements in the Agreement, to the community in terms of improving the quality of life in the Village.

N. Litigation History

Prospective Contractors must provide a summary of any litigation or arbitration that the Prospective Contractor, its parent company, or its subsidiaries have been engaged in during the past three (3) years against or involving: (1) any public entity for any amount; or (2) any private entity where the amount of the claim is One Hundred Thousand Dollars ($100,000.00) or more. The summary shall state the nature of the litigation or arbitration, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. The Village may disqualify any Prospective Contractor it determines to be excessively litigious.

O. Employee/Resident Safety Plan

Prospective Contractors should give a detailed overview of their approach to ensuring both the safety of their own employees as well as the residents of the Village.

## SECTION IV.

## PROPOSAL SUBMISSION AND PRICING REQUIREMENTS

A. Mailing Instructions and Submission Deadline

Sealed Proposals shall be received and time stamped by the Village Clerk no later than 2:00 p.m. local time on Monday, February 8, 2010, at 88 West McIntyre Street, Key Biscayne, Florida. Each sealed Proposal should be clearly marked for identification as follows: "Proposal for collection, transportation, and disposal of solid waste for the Village of Key Biscayne." Questions should be addressed in writing to the Village in the manner indicated in Section I of this RFP.

Each prospective Contractor shall provide two sealed packages. The first package shall contain one complete original of the Proposal. The second package shall contain six complete copies of the Proposal. It is preferred that Proposals be submitted on recycled paper.

The responsibility for submitting a Proposal and its receipt on or before the stated time and date will be solely and strictly the responsibility of the Prospective Contractor. The Village is in no way responsible for delays caused by any delivery system or caused by any other occurrence. Proposals received after the exact time and date stipulated above shall be considered non-responsive and subject to disqualification.

B. Proposal Outline

Each Proposal shall consist of two parts:

Part I shall be labeled: "Prospective Contractor Qualifications"

Part II shall be labeled: "Prospective Contractor Proposal for Services"

**Outline for Part I of the Proposal (Qualifications)**

Prospective Contractors shall organize Part I of their Proposals as follows:

- Warranties and Representations: Provide signed original of the Prospective Contractor Warranties and Representations form, included as Attachment II-A.

- Collusion: Provide signed and fully executed affidavit satisfying the certification requirements of Section I(I) of the RFP regarding collusion.

- Technical Qualifications: Provide all information requested in Section II-A herein, including, but not limited to, copies of all applicable permits or licenses, evidence of ability to secure

required permits or licenses, record of prior and current experience, complete description of organization structure and how it will be supplemented or changed, resumes of supervisory personnel, company history, client recommendations/references, and legal standing with respect to licensing and organizational structure. It is encouraged that Prospective Contractors review Section II(A) of the RFP thoroughly to ensure compliance with the requirements of that section.

- Criminal History and Disclosures: Signed and fully executed notarized original of the Section 287.133(3) Statement, included as Attachment II-B. Prospective Contractor shall also provide any information not addressed by the Section 287.133(3) Statement relevant to criminal activities.

- Drug Free Workplace: Signed and fully executed copy of the Drug Free Workplace Certification form, included as Attachment II-C.

- Financial Qualifications: Provide financial statements (preferably audited) and reasonable assurances that performance bonding and insurance requirements can be met as outlined in Section II(C) of the RFP.

- Additional Qualifications: Prospective Contractors should submit any descriptions or outlines of their plans for Employee/Resident Safety, Emergency Preparedness, the Transition, Corporate Goodwill, and Customer Service, as well as their litigation history. All Prospective Contractors shall also acknowledge receipt of addenda using Attachment V-A.

**Outline for Part II of the Proposal**

Prospective Contractors shall organize Part II of their Proposal as follows:

- Description of Services: Provide a brief response to the specification of services presented in Section III of the RFP, in a manner that serves to demonstrate the Prospective Contractor's familiarity with Key Biscayne, with the nature of the scope of services to be provided, and with the procedures involved. If there are areas of concern or conditions in the Proposal, these should be identified in this part of the response, bearing in mind that compliance with the requirements of this RFP is mandatory.

- Schedule for Collections: Provide a schedule for all collections as required pursuant to Section III(E), specifying the days of the week for the various types of waste.

- Price Proposal: Submit a completed "Proposed Schedule of Prices" form, identified as Attachment IV-B hereto. The Proposed Schedule of Prices includes a breakdown, listing separately, the price per residence of collection, transportation, and disposition of garbage and solid waste, yard trash, bulk trash and white goods, and recyclable materials. There is also a separate form for costs associated with the emergency preparedness plan.

- The Contractor shall also provide separately a section that provides a value for any equipment and facilities that will be furnished by the Village and was considered as part of its Proposal.

- Additional Factors Affecting Price Proposal

  - Any increase in the cost of disposal that may be caused by a change in applicable laws or regulations may be passed on to the Village only after review and approval by the Village Manager. Prospective Contractors that use other than Miami-Dade County facilities for disposal shall indicate the same in their Proposals.

  - There shall be no overnight storage of trucks or vehicles in the Village. Each incident of overnight storage shall result in a fine of $5,000 per day.

  - The successful Prospective Contractor shall be subject to penalties including, but not limited to, a fine of $1,000 for a delay of six or more days in the pick up of bulk trash.

  - Consumer Price Index

    - All fees payable to Contractor under the Agreement, except for that portion of the monthly unit price which is attributable to Contractor's tipping fee and that portion that covers the cost of the containers provided to the Village, shall be subject to annual price adjustments (increase or decrease), which shall be authorized by applying the contract price, the ratio of change between the previous year and the current index of the Consumer Price Index for ALL ITEMS published by the U.S. Department of Labor, Bureau of Labor Statistics for the month ending sixty (60) days prior to the anniversary date of the Agreement. The parties hereby agree that for the purposes of calculations the exclusion from the CPI increase for tipping fees, the tipping fee is deemed to be fifty-five (55%) percent of the monthly unit price. To request an increase, the Contractor shall submit all records and information reasonable requested by the Village as would support the requested increase request to the Village Council for its consideration. The CPI adjustment for any year shall not exceed one hundred twenty five (125%) percent of previous years CPI adjustment or five (5%) percent, whichever is less.

    - The following information, reflecting Key Biscayne's current experience is included to facilitate the preparation of a Proposal:

| | Monthly | Annual Increase | | Cumulative Increase | Annual % Increase |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

(Remainder of page intentionally left blank)

## SECTION V.

## PROPOSAL EVALUATION CRITERIA AND SELECTION/AWARD PROCESS

A. Review of Proposals

Proposals will be reviewed by a Village Selection Committee ("Committee") as appointed by the Village Manager. The Committee will be comprised of representatives of the Village Manager's office and any such others as may be designated by the Village Manager.

B. Evaluation of Proposals

Proposals will be evaluated by a Village Selection Committee, as appointed by the Village Manager pursuant to the following criteria:

- Qualifications in terms of experience, in Solid Waste management
- Capacity and ability to perform
- Organization, availability, and commitment to performance
- Price and cost considerations
- Other considerations, including Employee/Resident Safety Plan, Emergency Preparedness Plan, Transition Plan, Corporate Goodwill, Customer Service Plan, and Litigation History
- Overall responsiveness to RFP

The intent is to apply these criteria to identify those Prospective Contractors that are deemed to best serve the needs of the Village.

The Committee may, after evaluating the Proposals, request oral presentation from Prospective Contractors and may visit offices of operation currently being used by the Prospective Contractors.

C. Award of Contract

The Village Manager intends to select a Proposal leading to a recommendation to the Village Council for award of an Agreement consistent in form and substance with the terms, conditions and requirements of the RFP. Award of the Agreement shall be made to the Prospective Contractor who, in the sole discretion and determination of the Village, would best satisfy the Village's needs.

There is no obligation on the part of the Village to award the Agreement to the lowest Prospective Contractor (least cost to the Village). The Village reserves the right to award the Agreement to the best responsive and responsible Prospective Contractor submitting a responsive proposal and to negotiate an Agreement that is most advantageous to, and in the best interest of, the Village. The Village shall be the sole judge of the proposal and of the resulting negotiated Agreement. The decision of the Village shall be final.

# I-A RESOLUTION AUTHORIZING ISSUANCE OF RFP

**Attach Village Resolution**

# II-A PROSPECTIVE CONTRACTORS WARRANTIES & REPRESENTATIONS

# ATTACHMENT II-A

## PROSPECTIVE CONTRACTOR WARRANTIES AND REPRESENTATIONS

A. Proposer warrants that it is willing and able to comply with State of Florida laws with respect to foreign (non-state of Florida) corporations.

B. Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy and a Performance Bond which provides a prudent amount of coverage for the willful or negligent acts, or omission of any officers, employees or agents thereof.

C. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Village.

D. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

E. Proposer warrants that, if selected, it will execute the Agreement Form in Section VI as negotiated.

F. Proposer warrants that it meets all qualifications and understands all terms and requirements in the RFP.

G. Proposer warrants that it will secure all permits and Certificates of Competency as required to perform under the Agreement Form in Section VI.

Signature of Official:_____

Name (typed):_____

Title:_____

Firm:_____

Date:_____

# II-B SECTION 287-133(3) STATEMENT

**Attachment II-B**

# SWORN STATEMENT UNDER SECTION 287.133 FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

1. This sworn statement is submitted herewith in connection with a Contract to be executed with the Village of Key Biscayne for Collection, Transportation and Disposal of Residential Garbage and Trash for the Village of Key Biscayne.

2. This sworn statement is submitted by:_____
whose mailing address is:_____
If applicable its Federal Employer Identification number (FEIN) is_____
(If entity has no FEIN, include Social Security Number of individual signing statement: _____.)

3. My name is:_____and my relationship to the entity named above is:_____

4. I understand that a "public entity crime" as defined in Para. 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and involving antitrust fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Para. 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or success of a person convicted of a public entity crime; or

   b. Any entity under the control of any natural person who is active in the management of the entity and who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executors, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a contgrolling interest of another person, or a pooling of equipment or

income amount persons when not for fair market value under an arm's length agreement shall be a prime facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statues, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies):

_____ Neither the entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 2989/

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND
(Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order).

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services).

Signed, sealed and delivered

_____

_____

CONTRACTOR:

BY:_____

_____
(Printed Name)

_____
(Title)

State of Florida
County of _____

SWORN TO AND SUBSCRIBED BEFORE ME, on this _____ day of _____, 2010.

WITNESS my hand and
official seal

_____
NOTARY PUBLIC
STATE OF FLORIDA

[ ] Personally known to me, or
[ ] Produced identification:

_____
(Type of Identification Produced)

_____
(Name of Notary Public: Print, Stamp or Type as commissioned).

---

OPTIONAL INFORMATION:

Type of Document:_____ Number of Pages:_____
Number of Signatures Notarized:_____

# II-C DRUG FREE WORKPLACE CERTIFICATION

# Drug-Free Workplace Certification

The undersigned vendor (firm) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that_____ does:
(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the contractual services that are under bid a copy of the statement specified in subsection (1).

4. Notify the employee that in accordance with the statement specified in subsection (1), as a condition of working on the contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____
Signature

_____
Print Name

_____
Title

_____
Date

# III-A MAP OF KEY BISCAYNE & COLLECTION SCHEDULE

# III-B EXAMPLE OF NEWSLETTER

# IV-A PRICE PROPOSAL

## ATTACHMENT IV-A

## PROPOSED
## SCHEDULE OF PRICES

| Options | Garbage# | Yard Trash | Recyclables* | Bulk Trash | Proposal Price Unit |
|---|---|---|---|---|---|
| 1 | 2/week | 1/week | 1/week | 1/month | |
| 2 | 2/week | 1/week | 1/week | 2/month | |
| 3 | 2/week | 1/week | 1/week | 1/week | |

* - Presumes the distribution, and curbside pick-up, of a 96 gallon wheeled container.
# - Presumes the use of the current system of side yard/back yard garbage pick-up

**General Waste Options:**

Option 1:

Furnish all equipment, material and labor required to perform Option 1 Services.

Price Per Household $_____ (State Amount Numerically).

_____ Dollars per Unit (Spell out Amount).

Option 2:

Furnish all equipment, material and labor required to perform Option 2 Services.

Price Per Household $_____ (State Amount Numerically).

_____ Dollars per Unit (Spell out Amount).

Option 3:

Furnish all equipment, material and labor required to perform Option 3 Services.

Price Per Household $_____ (State Amount Numerically).

_____ Dollars per Unit (Spell out Amount).

**Automated, Curbside Pick Up Option:**

Cost differential if some system of automated curbside pick-up were used in lieu of side yard/back yard pick-up:

Price Per Household $_____ (State numeric increase/decrease).

_____ Dollars per Unit (Spell out Amount).

**Recycling Options:**

Bins:

Cost differential if bins were used instead of 96 gallon wheeled container:

Price Per Household $_____ (State numeric increase/decrease).

_____ Dollars per Unit (Spell out Amount).

Bags:

Cost differential if plastic bags were used instead of 96 gallon wheeled container:

Price Per Household $_____ (State numeric increase/decrease).

_____ Dollars per Unit (Spell out Amount).

**PROSPECTIVE CONTRACTOR:**

Name:_____ Date:_____

Representative:_____ Title:_____

Address_____

Telephone:_____ Fax:_____

## Cost Proposal for Emergency Preparedness Plan

The following cost proposal form is for services to be provided under the Emergency Preparedness Plan. Equipment, tools, vehicles, and manpower cost per hour or day should be included within the form below. The Village shall not be responsible for reimbursement of any costs incurred by the Proposer for items not listed in this form. All service rates proposed on this form shall be fixed through the termination date of the Agreement and should reflect service requirements as specified in the Agreement and the Emergency Preparedness Plan.

| Labor, Position or Equipment Type | Make and Model | Rate | Indicate if Rate is Hourly or Daily |
|---|---|---|---|
| | | $ | |
| | | $ | |
| | | $ | |
| | | $ | |
| | | $ | |
| | | $ | |
| | | $ | |
| | | $ | |
| | | $ | |
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| | | $ | |
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| | | $ | |
| | | $ | |

**PROSPECTIVE CONTRACTOR:**

Name:_____ Date:_____

Representative:_____ Title:_____

Address_____

Telephone:_____ Fax:_____

# V-A ADDENDA ACKNOWLEDGMENT

## Acknowledgment of Addenda

The Prospective Contractor hereby acknowledges the receipt of the following addenda issued by the Village and incorporated into and made part of this RFP. In the event the Prospective Contractor fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

| Addendum Number | Date Received | Print Name | Title | Signature |
|---|---|---|---|---|
| | | | | |
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