

SEMINOLE TRIBE OF FLORIDA INVITATION TO BID

Solicitation No.: ITB 116-2024

Title: Rental Homes Exterior Painting and Lighting (Big Cypress)

Description: The Housing Department of the Seminole Tribe of Florida is

requesting bids from qualified contractors to perform exterior painting and lighting services needed at multiple rental home

properties located at the Big Cypress Reservation.

Solicitation Release Date: February 25, 2025

Pre-Bid Conference: March 4, 2025 @ 10:00 AM (ET) (MANDATORY)

Deadline for Questions*: March 11, 2025 @ 5:00 PM (ET)

Bid Due Date: March 25, 2025 @ 5:00 PM (ET)

Contact Person(s)*: To: KourtneyNguyen@semtribe.com

Cc: BidSubmissions@semtribe.com

Contact instructions are detailed in Section IV, Paragraph 1.

*ALL QUESTIONS/INQUIRIES/COMMUNICATION MUST BE DIRECTED IN WRITING TO THE CONTACT PERSON(S). FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFICATION OF AN AWARD UNDER THIS SOLICITATION.

SECTION I – GENERAL INFORMATION

1. BACKGROUND

The Seminole Tribe of Florida (hereinafter the "TRIBE" or "STOF") is a federally recognized Indian Tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934, as amended, 25 U.S.C. §5123. There are six (6) Seminole Indian Reservations in the State of Florida in Big Cypress, Brighton, Hollywood, Immokalee, Tampa, and Fort Pierce. Tribal Headquarters are located on the Hollywood Reservation in an urban environment in the Greater Fort Lauderdale/Hollywood, Florida area. Satellite offices are located on each of the other reservations or trust land. The TRIBE also maintains off-reservation offices in Naples, Fort Pierce, Hollywood, and Miami.

The TRIBE provides various governmental services to its members and residents of its reservations similar to those services provided at the municipal or county level. Examples of such services include, but are not limited to, public works, recreation and elder services programs, police, fire, and EMS services. The TRIBE also maintains health and dental clinics, an education program, preschools and schools, a museum, two rodeo arenas, etc. In addition to governmental services, the TRIBE and the Seminole Tribe of Florida, Inc. (hereinafter "STOFI") also are engaged in various business activities including real estate, agriculture, tourism, manufacturing, gas station/convenience stores, and sales.

The terms "Vendor" and "Bidder" are used interchangeably in this document to refer to respondents of this ITB. The term "Contractor" is used in this document to refer to the awarded vendor(s).

2. ADDITIONAL ITEMS AND SERVICES

The TRIBE may require additional items or services of similar nature, but not specifically listed in this solicitation. The selected CONTRACTOR(s) agrees to provide such items or services, and shall provide the TRIBE prices on such additional items or services based upon a formula or method that is the same or similar to that used in establishing the fees as a result of this solicitation. If the fees offered are not acceptable to the TRIBE, and the situation cannot be resolved to the satisfaction of the TRIBE, the TRIBE reserves the right to procure those items or services from others.

CONTRACTOR shall work cooperatively, when required, with any additional parties from which these services are obtained.

3. FRAUD AND MISREPRESENTATION

Any individual, corporation, or other entity that attempts to fulfill the requirements of this solicitation through fraud, misrepresentation, or material misstatement may be deemed non-responsible and such individual, corporation, or other entity's qualification may be null and void.

4. CONFIDENTIALITY / NON-DISCLOSURE

BIDDER shall treat any information contained in this solicitation (or accumulated through other written or oral communication with the TRIBE) as confidential information. Any information provided by the TRIBE to BIDDER in this solicitation is to be used solely to permit BIDDER to reply to the solicitation and BIDDER shall make no other use of the information, inclusive of sharing the information with corporate affiliates and subsidiaries without the prior written consent of the TRIBE. BIDDER shall hold the information contained in this solicitation in strict confidence and the information obtained will not be disclosed to any third-party, vendor affiliate, or subsidiary, without the TRIBE's prior written consent.

5. <u>NON-EXCLUSIVITY</u>

It is expressly understood that contractor selection does not grant CONTRACTOR an exclusive privilege to provide the TRIBE any or all of the goods and/or services that are the subject of this solicitation. The TRIBE reserves the right, as deemed in its best interest, to perform or cause to be performed the provision of the goods and/or services, or any portion thereof, herein described in any manner it sees fit, including but not limited to award to multiple contractors, and contract with other contractor(s) for the provision of goods and/or services similar or identical to those that are the subject of this solicitation.

6. <u>DISCLOSURE</u>

BIDDER responding to this solicitation must disclose in detail any current or past relationships with the TRIBE, Seminole Gaming, and/or STOFI and their employees.

7. <u>ADDENDA / REVISIONS TO SOLICITATION</u>

If it becomes necessary to revise or clarify any part of this solicitation, the TRIBE will modify this solicitation by issuance of written addenda. All addenda will clearly be marked as such and shall become part of the solicitation documents.

All questions submitted by prospective bidders will be answered via an official addendum to ensure all prospective bidders have access to the TRIBE's answers.

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SECTION II – SCOPE OF WORK

1. PROJECT DETAILS

Details regarding this scope of work, including CONTRACTOR responsibilities, technical requirements, term/duration, etc., are available for BIDDER's review via Attachment A - Scope of Work. Bidders are expected to review this document in full to become familiar with the Scope of Work.

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SECTION III – QUALIFICATIONS REQUIREMENTS

1. GENERAL QUALIFICATIONS

Bids shall be considered only from bidders normally engaged in performing the type of work specified in this solicitation. BIDDER must have adequate organizational resources, facilities, equipment, and personnel to ensure prompt and efficient service to the TRIBE.

At a minimum, qualifying bids shall demonstrate that BIDDER possesses the qualifications necessary to provide high-quality services. To ensure BIDDER is capable of providing an acceptable level of service to the TRIBE, BIDDER shall meet the following minimum qualifications:

- Be the prime contractor and will not subcontract out any work or partner with another firm unless explicitly authorized in writing by the TRIBE.
 - The TRIBE must approve in advance any subcontractors related to this work. Bidders must clearly disclose in their bids any known or expected use of subcontractors. Failure to make such disclosure at the time of bid may result in rejection of the subcontractor and the resulting agreement. The TRIBE reserves the right to reject any subcontractors which, in the TRIBE's sole opinion, are unfit to work on this project.
- Hold a current certified license applicable to these services, as described in this solicitation.
 The prime contractor and all subcontractors shall meet licensure requirements to perform work in the State of Florida, and must provide evidence of State or County licensure, as shown below:
 - o <u>State</u> Certified Electrical Contractor

<u>OR</u>

- o County Master Electrical Contractor
- Have a minimum of five (5) years of experience in providing similar services.
- Maintain a fully equipped organization capable, technically and financially, of performing the work required, and has performed similar work in a satisfactory manner.
- Carry and maintain adequate insurance consistent with the requirements listed in *Attachment B Insurance Requirements*.
- Meet any other requirements outlined in this solicitation.

2. PRE-BID CONFERENCE (MANDATORY)

A Pre-Bid Conference has been scheduled for prospective bidders. Details regarding the Pre-Bid Conference are found in the paragraphs below.

2.1. ATTENDANCE AND ATTENDEES:

- Attendance is mandatory to be eligible for award.
- A grace period of ten (10) minutes will be allowed for attendees who are late. Prospective bidders who arrive more than ten (10) minutes late shall be disqualified and shall not be permitted to sign-in and attend the Pre-Bid Conference.

• Attendees must stay for the duration of the Pre-Bid Conference and may not leave until they are dismissed by the TRIBE's Project Manager.

2.2. MEETING DETAILS:

The date, time, and location of the Pre-Bid Conference are shown in the table below:

PRE-BID CONFERENCE		
Date:	March 4, 2025	
Time:	10:00 AM	
Location:	Housing Office Big Cypress Reservation 30901 Buffalo Jim North Clewiston, FL 33440	

2.3. NOTICE REGARDING LOCATION:

• Attendees shall respect common parking etiquette and shall not double-park, block another vehicle, block the road, or park on the grass, curb, or other unmarked spaces, unless authorized by the TRIBE to do so.

2.4. QUESTIONS:

- Bidders may ask questions during the Pre-Bid Conference. These questions may or may not be answered during the Pre-Bid Conference, as decided by the TRIBE. For questions which were not answered during the Pre-Bid Conference, the answers may be shared with prospective bidders via an official addendum.
- Questions outside of the Pre-Bid Conference must be submitted to the Contact Person(s) in writing by the Deadline for Questions to receive a formal written response.

2.5. GENERAL:

• At the TRIBE's discretion, the TRIBE may videotape and/or audiotape the Pre-Bid Conference, whether held in-person or online. This recording may only be shared internally with the TRIBE key personnel and may not be provided to prospective bidders who attended the Pre-Bid Conference, as determined by the TRIBE.

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SECTION IV – SUBMISSION REQUIREMENTS & INSTRUCTIONS

1. CONTACT PERSON(S)

Responses to this solicitation, in addition to all questions, inquiries, and communication, must be routed through:

CONTACT PERSON		
Name:	Kourtney Nguyen	
Email:	To: KourtneyNguyen@semtribe.com	
	Cc: BidSubmissions@semtribe.com	
Phone:	(954) 966-6300 x11413	

<u>Cone of Silence</u>: Bidders shall not contact any other employee of the TRIBE for information with respect to this solicitation. Any violation of the restriction imposed above regarding correspondence may constitute grounds for rejection of a response at any time.

2. SUBMISSION REQUIREMENTS

BIDDER must include the items listed below as part of their submission to be considered for award:

• All required exhibits according to Section IV, Paragraph 4 of this solicitation.

Failure to submit <u>all</u> information may result in disqualification or lower ranking due to not meeting these requirements.

Required Exhibits provided to BIDDER by the TRIBE shall not be altered by BIDDER and shall only be filled-in as instructed by the TRIBE, unless otherwise instructed by the TRIBE. Bids which include altered files may be disqualified, as determined by the TRIBE.

3. SUBMISSION INSTRUCTIONS

Electronic submissions in response to this solicitation must be emailed to the Contact Person(s) listed in Section IV, Paragraph 1 by the Bid Due Date and time detailed in this solicitation.

- The TRIBE has an email size limit of 15MB per email. Larger files must be split into 15MB emails and sent separately.
- Physical correspondence, flash drives, or any other physical media shall <u>not</u> be accepted. Links to file sharing websites or portals shall <u>not</u> be accepted.

The Subject Line of all emailed correspondence from BIDDER to the TRIBE regarding this solicitation will follow the format shown below:

- Subject Line: ITB 116-2024 [BIDDER's Company Name]
 - o If there are multiple emails for your submission, please number them sequentially in the following manner to ensure all emails are received: Submission 1 of 3, Submission 2 of 3, Submission 3 of 3, etc.

Submissions must be clear, concise, organized, legible, and easy to read and navigate. Submissions may be returned to BIDDER and required to be reorganized and resubmitted. Submissions which are deemed by the TRIBE to be illegible or unintelligible may be disqualified.

All parts, pages, figures, and tables should be numbered and labeled clearly. If submitting separate files, the File Name of each submitted attachment and exhibit must include the assigned letter; for example, *Attachment A*'s File Name must state, at a minimum, "Attachment A." BIDDER may include additional information in the File Name, if needed.

In order to fairly evaluate all responses, bidders should <u>not</u> include additional information other than what is asked to be provided. This includes any information related to BIDDER's organization that was not specifically asked to be provided.

4. ATTACHMENTS & EXHIBITS

Please note, Attachments are reference documents which require BIDDER's review. Exhibits are documents which BIDDER must provide or complete and sign, according to the instructions specified by the TRIBE in the "Submission Instructions" below.

4.1. ATTACHMENTS:

Attachment	Description		Submission I	nstru	ıctions	
Attachment A	Sagna of Work	Review	information.	No	further	action
Attachment A	Scope of Work	needed.				
Attachment D	Insurance Requirements	Review	information.	No	further	action
Attachment B		needed.				
Attachment C	Color Schemes	Review	information.	No	further	action
		needed.				
Attachment D	ent D Light Fixture Selections	Review	information.	No	further	action
Attachinent D		needed.				
Attachment E	Einter Caladala	Review	information.	No	further	action
Attachinent E	Fixture Schedule	needed.				

4.2. EXHIBITS:

Exhibit	Description	Submission Instructions		
Exhibit A	Schedule of Values	Review all tabs and fill-in required information. Provide two (2) copies of this document, as described below: • A filled-in and signed version in PDF format • A filled-in and unsigned version in .xlsx Excel format		
Exhibit C	Qualification Questionnaire	Complete and submit.		

Exhibit	Description	Submission Instructions
Exhibit D	Contractor Certification Regarding Debarment and Suspension	Complete, sign, and submit.
Exhibit E	Non-Collusion Affidavit of Prime Bidder	Complete, sign, and submit.
Exhibit F	Proposed Subcontractor List	Complete, sign, and submit. If no subcontractors are expected to be used, please note, sign, and submit.
Exhibit K	Firm Certification	Complete, sign, and submit.
Exhibit L	Drug-Free Workplace Form	Complete, sign, and submit.
Exhibit M	Compliance Documents	To be submitted by BIDDER as described below: 1. A signed copy of BIDDER's existing W-9; 2. A copy of BIDDER's Certificate of Insurance; 3. A copy of licenses, certificates, or registrations, as defined in this solicitation; and 4. A copy of BIDDER's Florida Certificate of Authority or Florida Business Tax Receipt to prove authority to do business in the State of Florida. If incorporated elsewhere, similar document(s) from other state is acceptable. This file must be clearly labeled as the appropriate exhibit in BIDDER's submission. If BIDDER does not have an existing signed W-9, BIDDER may request a W-9 template from the Contact Person(s).
	Acknowledgement of	from the Contact Person(s). Complete, sign, and submit form ONLY if an
Exhibit Z	Receipt of Addenda	addendum has been issued.

5. PRICE

Prices stated in bid responses to this solicitation shall remain fixed and firm for all services to be performed for a minimum period of one hundred eighty (180) calendar days from the Bid Due Date.

6. POST SUBMISSION

Any price adjustments after bid submission must be requested in writing and approved by the TRIBE.

BIDDER may be required to clarify items related to their submission, which may include but not be limited to verifying submitted information and confirming comprehension of the full requirements of the Scope of Work, and is expected to be responsive. Bidders deemed by the TRIBE to be unresponsive may be disqualified.

BIDDER may be required to submit and/or sign additional documentation, forms, exhibits, etc. after the Bid Due Date and before the resultant agreement is drafted as a continuation of the solicitation requirements and/or as part of the vendor registration process. Should BIDDER be unable or unwilling to satisfy this requirement, BIDDER may be disqualified.

The TRIBE reserves the right to negotiate any and all submitted pricing, payment terms, warranties, etc. with the BIDDER or selected CONTRACTOR during the evaluation process, drafting phase of the resultant agreement, and/or at a time otherwise determined by the TRIBE.

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SECTION V – SELECTION PROCESS

1. EVALUATION CRITERIA

The TRIBE will conduct a comprehensive, fair, and impartial evaluation of all documents received in response to this solicitation.

The TRIBE shall evaluate all submissions in the order listed below:

- On-time and complete submission (with all required documentation)
- License requirements
- Projected completion date and lead time
- Previous performance at a satisfactory level
 - The TRIBE reserves the right to eliminate any submission should BIDDER have evidence of previous poor or unsatisfactory performance for similar or dissimilar services performed for the TRIBE or other companies.
- Statement of Qualifications or Qualification Questionnaire
- Current and pending workload with the TRIBE performing similar and dissimilar services, and capability to take on additional responsibilities without negatively impacting existing opportunities
- Any other relevant factors, as listed in the solicitation
- Pricing versus the market
 - Pricing will be listed from lowest price to highest price for all bidders whose submission meets the minimum requirements listed above

The applicable bid(s) will be eliminated if any of the following apply:

- Any criteria or requirements are incomplete
- Any criteria or requirements are not met
- The required schedule cannot be met
- Any other relevant factor(s) are not met, as determined by the TRIBE

The remaining bid(s) will be evaluated on a price versus the market comparison and an awardee(s) will be determined. The TRIBE may select one (1) or multiple respondents to provide the solicited services. The TRIBE reserves the right to split award in its sole discretion.

This solicitation and selection process shall in no way be deemed to create a binding contract, agreement, or offer of any kind between the TRIBE and any entity. If the TRIBE selects a CONTRACTOR(s) to provide the services described in this solicitation, any legal rights and obligations between the successful CONTRACTOR(s), if any, and the TRIBE will come into existence only when an agreement is fully executed by the parties, and the legal rights and obligations of each party shall at that time be only those rights and obligations which are set forth in the agreement and any other documents specifically referred to in that agreement and executed by the parties.

2. RIGHT TO RESCIND AWARD

The awarded CONTRACTOR(s) will be required to enter into a formal agreement for these services after award. The TRIBE expects the awardee to suggest minimal revisions to this agreement.

The TRIBE reserves the right to rescind an award should the awardee be considered, in the TRIBE's sole opinion, to be inflexible in its agreement negotiations.

3. SEMINOLE TRIBAL AND STOFI OWNED BUSINESS PREFERENCE

The TRIBE encourages its Seminole Tribal Member vendors and STOFI owned businesses to bid on goods and services through the competitive bidding process and will give preference to qualified Seminole Tribal Member and STOFI owned businesses/entities certified by the TRIBE.

In all cases, the Seminole Tribal Member owned business/entity or STOFI owned business/entity must be qualified for the applicable Scope of Work and must be able to demonstrate that the individual or business/entity has the skills and abilities to perform requested tasks in an acceptable manner.

Should bidders or prospective bidders have any questions related to Seminole Tribal Preference, please reach out to the Contact Person(s) listed in this solicitation.

4. HOW SEMINOLE TRIBAL PREFERENCE IS APPLIED

The following preference rules do <u>not</u> apply to projects over Five Million Dollars (\$5,000,000.00) in value.

For solicitations where the most qualified, responsive, responsible, lowest-priced bidder are the deciding factors for award, the following Seminole Tribal Preference rules shall apply whether the business/entity is 51% Seminole Tribal Member owned or higher:

- For non-construction projects, preference will be given to bids submitted by Seminole Tribal and STOFI owned businesses/entities as long as the bid is equal to or less than three percent (3%) (not to exceed \$100,000) of the lowest non-Seminole Tribal Member business's bid.
- For construction projects, preference will be given to bids submitted by Seminole Tribal and STOFI owned businesses/entities as long as the bid is equal to or less than four percent (4%) (not to exceed \$200,000) of the lowest non-Seminole Tribal Member business's bid.

5. VENDOR APPLICATION AND REGISTRATION PROGRAM

Because the TRIBE is engaged in Indian tribal gaming in accordance with the Indian Gaming Regulatory Act and the regulations promulgated by the National Indian Gaming Commission, the TRIBE cannot engage in significant transactions with individuals or business entities whom,

because of past or continuing activities, associations, or reputation, might bring discredit to the TRIBE and its gaming operations. Thus, the TRIBE has adopted a program whereby it reviews significant transactions and the persons or entities involved with those transactions to assure compliance with all applicable laws and regulations relating to gaming.

If not already an approved and registered vendor with the TRIBE, the highest scoring or lowest-priced vendor(s) will be required to submit a completed and fully executed Vendor Application and Registration Form to the TRIBE's Purchasing Department. The highest scoring or lowest-priced vendor(s) shall not initiate this process until requested by the TRIBE's Purchasing Department.

Upon successful completion of an investigation into the past and current activities, associations, and reputation of the applicant, the TRIBE will assign a vendor number and the vendor will be added to its Master Vendor File. The TRIBE may not enter into any business transactions with any vendor whose name does not appear on its Master Vendor File.

Should the highest scoring or lowest-priced vendor(s) be unresponsive or unable to successfully complete the vendor registration process, the TRIBE reserves the right to halt the vendor registration process with the highest scoring or lowest-priced vendor(s) and move onto the next highest scoring or lowest-priced vendor(s). Should the next highest scoring or lowest-priced vendor(s) be unresponsive or unable to complete the vendor registration process, the TRIBE will continue to halt the vendor registration process and move onto the next highest scoring or lowest-priced vendor(s) until a vendor(s) is successfully registered.

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ATTACHMENT A

SCOPE OF WORK

1. INTRODUCTION

The TRIBE is requesting bids from qualified contractors to provide painting and lighting services at multiple rental home residences located on the Big Cypress Reservation, in accordance with the specifications listed in this solicitation.

2. PROJECT DETAILS

CONTRACTOR shall perform the following services as part of this Scope of Work:

2.1. PREPARATION:

- Supply all labor, material, and supervision to completely pressure clean, tape off, and paint (two (2) coats) all the exterior of all the homes including all doors, trim, and fascia board.
- Prepare walls and trim by removing any loose or peeling paint and clean any dirty surfaces.
- Sand where necessary and protect all light fixtures, glass, doors, and windows from painting and/or overspray.
- Prepare surrounding area of homes to ensure any mulch, shrubs, and landscaping on or near the walls is covered, protected, or out of the way so homes can be painted to the end of stucco walls.
- Stucco any areas showing visible damage, patch stucco wherever needed (matching texture as closely as possible), and prime bare areas with Loxon Acrylic Primer.
- Address caulking/sealing door trim and/or wall penetrations, as needed and determined by the TRIBE.
- Fill any cracks with an elastomeric patching material or sealant.
- All gutters and downspouts must be temporarily removed, safely stored, and reinstalled by CONTRACTOR upon cleaning. (CONTRACTOR shall not cut in or cut around gutters or downspouts.)
 - o If damaged by CONTRACTOR, it is CONTRACTOR's responsibility to replace damaged gutters and downspouts without cost to the TRIBE.
- Remove existing house numbers and discard.
 - Replacements will be provided and installed by the TRIBE upon completion of this Scope of Work.
- Remove existing exterior light fixtures and discard.
- Clean up and remove all debris from the job site.

2.2. PAINTING:

• Apply two (2) coats of Sherwin-Williams SherLastic Elastomeric Coating to Body as specified in *Attachment C – Color Schemes*.

• Apply two (2) coats of Sherwin-Williams A-100 Exterior Acrylic Latex on fascia, doors, and decorative trim as specified in *Attachment C – Color Schemes*.

2.3. LIGHTING:

- Install new exterior light fixtures per Attachment D Light Fixture Selections and Attachment E Fixture Schedule.
- Supply light bulbs for fixtures. (Qty. 122) 60-watt E26 Light bulb.

2.4. ADDITIONAL CONTRACTOR RESPONSIBILITIES:

- Clean up the jobsite daily and before the final inspection of the completed job.
- Contact the TRIBE's Project Manager for final inspection prior to leaving the jobsite.
- CONTRACTOR shall submit an updated schedule to the TRIBE any time there is a change.
- Additional requirements relevant to this Scope of Work may be requested by the TRIBE
 during the term of the resultant agreement. Should the TRIBE require additional services
 by CONTRACTOR relevant to this Scope of Work, CONTRACTOR must provide a
 separate quote for the TRIBE's review and approval. A Change Order may be required.

2.4.1. PERMIT REQUIREMENTS (IF APPLICABLE):

- All work performed under the resultant agreement shall be in strict compliance with the Florida Building Code, industry standards, Occupational Safety and Health Administration (OSHA) regulations, and local municipalities.
- CONTRACTOR shall be responsible for timely obtaining all necessary permits and inspections through appropriate agencies.
 - o Contact the TRIBE's Tribal Inspector's Department via email at <u>buildingdept@semtribe.com</u> for requirements.
 - All new incoming permitting applications shall be sent to the Tribal Inspector's Department by the digital self-service portal: https://lmp.semtribe.com/EnerGov_Prod/SelfService. CONTRACTOR shall follow the instructions to register. Once registration has been approved, CONTRACTOR or delegate will be able to log in to use the site.
- CONTRACTOR shall produce all necessary county and local licenses, where applicable.

3. LOCATION(S) OF SERVICES

The services described in this solicitation shall be completed at the locations identified below:

RENTAL HOMES				
No.	STREET ADDRESS	ROAD		
1	34817	North Horseshoe Road		
2	34819	North Horseshoe Road		
3	34821	North Horseshoe Road		

RENTAL HOMES				
No.	STREET ADDRESS	ROAD		
4	34823	North Horseshoe Road		
5	34824	North Horseshoe Road		
6	34825	North Horseshoe Road		
7	34826	North Horseshoe Road		
8	34827	North Horseshoe Road		
9	34828	North Horseshoe Road		
10	34829	North Horseshoe Road		
11	34830	North Horseshoe Road		
12	34831	North Horseshoe Road		
13	34833	North Horseshoe Road		
14	34835	North Horseshoe Road		
15	34843	North Horseshoe Road		
16	34847	South Horseshoe Road		
17	34970	Cypress Lane		
18	30420	Eloise Osceola Street		
19	30440	Eloise Osceola Street		
20	30460	Eloise Osceola Street		
21	30475	Eloise Osceola Street		
22	30480	Eloise Osceola Street		
23	30495	Eloise Osceola Street		
24	30500	Eloise Osceola Street		
25	30515	Eloise Osceola Street		
26	30520	Eloise Osceola Street		
27	30525	Eloise Osceola Street		
28	30540	Eloise Osceola Street		
29	30565	Eloise Osceola Street		
30	30570	Eloise Osceola Street		
32	30601	Eloise Osceola Street		
33	30610	Eloise Osceola Street		
34	30620	Eloise Osceola Street		
35	30625	Eloise Osceola Street		
36	30660	Eloise Osceola Street		
37	30671	Eloise Osceola Street		
38	30680	Eloise Osceola Street		
39	30685	Eloise Osceola Street		
40	30700	Eloise Osceola Street		
41	35165	Henry Osceola Road		
42	30575	New Housing Road		

4. PERIOD OF PERFORMANCE

All services described in the Scope of Work must commence within ten (10) calendar days of receipt of Purchase Order or Notice to Proceed (email sufficient) issued by the TRIBE.

CONTRACTOR shall complete work within one hundred eighty (180) calendar days from receipt of Purchase Order or Notice to Proceed (email sufficient) issued by the TRIBE.

ATTACHMENT B

INSURANCE REQUIREMENTS

The TRIBE reserves the right to modify the insurance requirements listed in this solicitation, as needed.

CONTRACTOR receiving an award, if any, will be requested to procure and maintain insurance coverage throughout the term of service provision from an insurer(s) financially acceptable and lawfully authorized to do business in the state(s) where the TRIBE conducts operations. Such coverage shall protect CONTRACTOR against claims arising from sickness, disease, death or injury to persons, and/or physical damage to tangible property, including loss of use, which may arise from the goods, products, or services provided by the CONTRACTOR, its agents, or its representatives.

Minimum Scope of Insurance

CONTRACTOR's insurance coverage shall include the following minimum limits and coverage, if applicable:

- I. Commercial General Liability insurance on an occurrence coverage form, at least as broad as the *Insurance Services Office Commercial General Liability Policy form CG 0001* ©, current edition. If CONTRACTOR sells or distributes alcoholic beverages such coverage shall include Liquor or Dram Shop Liability. If CONTRACTOR sells or distributes food or beverage products such coverage shall include claims emanating from food-borne illness. Other than the standard exclusions applicable to pollution, asbestos, mold, employment practices, ERISA and professional liability, there shall be no additional limitations or exclusions beyond those contained in the above referenced policy form applicable to products and contractual liability. In addition to procuring and maintaining this insurance during the duration of the contract, CONTRACTOR agrees to continue to procure and continuously maintain products liability insurance coverage for a minimum of three years after the date the contract is completed or terminated.
- II. Automobile Liability insurance covering liability arising from the use or operation of any auto, including those owned, hired or otherwise operated or used by or on behalf of the CONTRACTOR. The coverage shall be at least as broad as the *Insurance Services Office Business Automobile Policy, form CA 0001* ©, current edition.
- III. Workers' Compensation and Employer's Liability insurance as is required by statute or law, or as may be available on a voluntary basis.
- IV. Professional Liability insurance covering wrongful acts made by or on behalf of the CONTRACTOR. Claims-made coverage is permitted, provided the policy retroactive date is continuously maintained prior to the commencement of professional services rendered to the TRIBE, plus an additional period of three years after such services have been rendered to the TRIBE. If the CONTRACTOR's scope of work includes

environmental engineering or consulting, the coverage required hereunder must not exclude coverage for environmental (professional) services.

Minimum Limits of Insurance

CONTRACTOR shall maintain the following minimum limits of insurance, if applicable (unless higher limits are required by law or statute):

- 1. Commercial General Liability (including umbrella or excess liability): \$1,000,000 per occurrence, bodily injury and property damage liability; \$1,000,000 per offense personal and advertising injury liability; \$1,000,000 products and completed operations policy aggregate and \$2,000,000 policy general aggregate applicable to claims other than products and completed operations.
- 2. Automobile Liability: \$1,000,000 combined bodily injury and property damage liability per accident for bodily injury and property damage.
- 3. Employer's Liability: \$500,000 accident for bodily injury by accident or disease, including \$500,000 disease aggregate.
- 4. Professional Liability: \$1,000,000 each wrongful act, \$2,000,000 policy aggregate. If CONTRACTOR's contract with The TRIBE exceeds \$1,000,000, the each wrongful act limits shall apply separately to the TRIBE's project.

Deductibles and Self-Insured Retentions

The funding of deductibles and self-insured retentions maintained by CONTRACTOR shall be the sole responsibility of CONTRACTOR. Self-insured retentions in excess of \$50,000 must be declared to and approved by the TRIBE.

Other Insurance Provisions

The required insurance shall contain the following additional provisions:

- I. ADDITIONAL INSURED The TRIBE must be included as an additional insured, by endorsement, under CONTRACTOR's Commercial General Liability with respect to liability arising from CONTRACTOR's products, goods, or work or operations performed by or on behalf of CONTRACTOR.
- II. WAIVERS OF SUBROGATION CONTRACTOR agrees to waive all rights of subrogation against the TRIBE and other tenants of the TRIBE, with respect to loss, damage, claims, suits, or demands, howsoever caused:
 - a. To real or personal property, equipment, vehicles, tools, laptops, etc. owned, leased or used by CONTRACTOR, its employees, agents, or subcontractors; and

- b. To the extent such loss, damage, claims, suits, or demands are covered, or should be covered, by the required insurance or any other insurance maintained by the CONTRACTOR. This waiver shall apply to all first party property, equipment, vehicle and worker's compensation claims, and all third party liability claims, including deductibles or retentions, which may be applicable thereto. The CONTRACTOR agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the TRIBE. CONTRACTOR further agrees to hold harmless and indemnify the TRIBE for any loss or expense incurred as a result of CONTRACTOR's failure to obtain such waivers of subrogation from CONTRACTOR's insurers.
- III. NOTICE OF CANCELLATION Each insurance policy shall be endorsed to require Insurer(s) to provide thirty (30) days' written notice to the TRIBE by certified mail, return receipt requested, prior to any suspension, cancellation or non-renewal of the required insurance.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A- VII, unless otherwise approved by the TRIBE.

Verification of Coverage

CONTRACTOR shall furnish the TRIBE with a certificate of insurance evidencing the required coverage prior to the delivery of product, goods or services to the TRIBE. The certificates are to be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Renewal certificates are to be provided to the TRIBE prior to the expiration of the required insurance policies. As an alternative to a certificate of insurance, CONTRACTOR's broker or insurer may provide complete, certified copies of all required insurance policies, including endorsements necessary to affect coverage required by these specifications.

ATTACHMENT C

COLOR SCHEMES

• Color Scheme 1

 $\circ \quad Body-SW7007 \ Ceiling \ Bright \ White$



o Fascia – SW6234 Uncertain Gray



o Front Door – SW7615 Sea Serpent



o Decorative Accents – SW6232 Misty



• Color Scheme 2

• Body – SW7014 Eider White



• Fascia – SW7019 Gauntlet Grey



• Front Door – SW6994 Greenblack



• Decorative Accents – SW7016 Mindful Gray



• Color Scheme 3

o Body – SW6002 Essential Gray



o Fascia – SW6004 Mink



o Front Door – SW6004 Mink



o Decorative Accents – SW7014 Eider White



COLOR SCHEME BY ADDRESS				
COLOR SCHEME	STREET ADDRESS	ROAD		
3	34817	North Horseshoe Road		
3	34819	North Horseshoe Road		
1	34821	North Horseshoe Road		
1	34823	North Horseshoe Road		
1	34824	North Horseshoe Road		
2	34825	North Horseshoe Road		
2	34826	North Horseshoe Road		
2	34827	North Horseshoe Road		
3	34828	North Horseshoe Road		
3	34829	North Horseshoe Road		
1	34830	North Horseshoe Road		
3	34831	North Horseshoe Road		
1	34833	North Horseshoe Road		
1	34835	North Horseshoe Road		
2	34843	North Horseshoe Road		
2	34847	South Horseshoe Road		
2	34970	Cypress Lane		
1	30420	Eloise Osceola Street		
3	30440	Eloise Osceola Street		
2	30460	Eloise Osceola Street		
3	30475	Eloise Osceola Street		
1	30480	Eloise Osceola Street		
2	30495	Eloise Osceola Street		
3	30500	Eloise Osceola Street		
1	30515	Eloise Osceola Street		
2	30520	Eloise Osceola Street		
3	30525	Eloise Osceola Street		
1	30540	Eloise Osceola Street		
2	30565	Eloise Osceola Street		
3	30570	Eloise Osceola Street		
3	30575	New Housing Road		
1	30601	Eloise Osceola Street		
2	30610	Eloise Osceola Street		
1	30620	Eloise Osceola Street		
3	30625	Eloise Osceola Street		
3	30660	Eloise Osceola Street		
2	30671	Eloise Osceola Street		
2	30680	Eloise Osceola Street		
1	30685	Eloise Osceola Street		
1	30700	Eloise Osceola Street		
2	35165	Henry Osceola Road		

ATTACHMENT D

LIGHT FIXTURE SELECTIONS

• Fixture Selection 1:

Flush Mount (Qty 7)

- o Hurley Modern 2 Light Matte Black Outdoor Flush Mount Ceiling
- o Model # 44828
- o Home Depot SKU # 1007417779
- o Internet # 319607844



• Fixture Selection 2:

Wall Mount (Qty 108)

- 1-Light Matte Black Hardwired Outdoor Wall Lantern Sconce with Clear Tempered Glass (2 Pack)
- o Model # CA2241-2W
- o Home Depot # 1008102245
- o Internet # 321420940



• Fixture Selection 3:

Flood/Security (Qty 40)

- MaxDetect 2400 Degree Black Motion Sensor Wired Outdoor 2-Head Motion Activated LED Security Flood Light 1400 Lumens
- o Model # 17000018
- o Home Dept # 1009262097
- o Internet # 324294064



ATTACHMENT E

FIXTURE SCHEDULE

ADDRESS		LIGHT FIXTURE SELECTION(S)		
		WALL MOUNT	FLOOD	EAVE MOUNT
34817	North Horseshoe Road	2	N/A	N/A
34819	North Horseshoe Road	2	N/A	N/A
34821	North Horseshoe Road	2	2	N/A
34823	North Horseshoe Road	2	N/A	N/A
34824	North Horseshoe Road	3	4	1
34825	North Horseshoe Road	2	4	N/A
34826	North Horseshoe Road	3	4	1
34827	North Horseshoe Road	2	N/A	N/A
34828	North Horseshoe Road	3	4	1
34829	North Horseshoe Road	2	N/A	N/A
34830	North Horseshoe Road	3	4	1
34831	North Horseshoe Road	2	N/A	N/A
34833	North Horseshoe Road	2	2	N/A
34835	North Horseshoe Road	2	N/A	N/A
34843	North Horseshoe Road	2	N/A	N/A
34847	South Horseshoe Road	2	4	1
34970	Cypress Lane	3	N/A	N/A
30420	Eloise Osceola Street	3	N/A	N/A
30440	Eloise Osceola Street	3	N/A	N/A
30460	Eloise Osceola Street	3	N/A	N/A
30475	Eloise Osceola Street	3	N/A	N/A
30480	Eloise Osceola Street	3	N/A	N/A
30495	Eloise Osceola Street	3	N/A	N/A
30500	Eloise Osceola Street	3	N/A	N/A
30515	Eloise Osceola Street	3	N/A	N/A
30520	Eloise Osceola Street	3	N/A	N/A
30525	Eloise Osceola Street	3	N/A	N/A
30540	Eloise Osceola Street	3	2	N/A
30565	Eloise Osceola Street	3	N/A	N/A
30570	Eloise Osceola Street	3	N/A	N/A
30601	Eloise Osceola Street	3	N/A	N/A
30610	Eloise Osceola Street	3	N/A	N/A
30620	Eloise Osceola Street	3	N/A	N/A
30625	Eloise Osceola Street	3	N/A	N/A
30660	Eloise Osceola Street	3	N/A	N/A
30671	Eloise Osceola Street	3	N/A	N/A
30680	Eloise Osceola Street	3	N/A	N/A
30685	Eloise Osceola Street	3	4	N/A

30700	Eloise Osceola Street	3	2	N/A
35165	Henry Osceola Road	3	N/A	2
30575	New Housing Road	N/A	4	N/A
	FIXTURE TOTAL(S):	108	40	7

EXHIBIT A SCHEDULE OF VALUES

 $(attached\ separately\ as\ .xlsx)$

EXHIBIT C

QUALIFICATION QUESTIONNAIRE

(attached separately as .xlsx file)

EXHIBIT D

CONTRACTOR CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned as an officer and an authorized representative of Contractor certifies that Contractor and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Business Name:	
Signature of Authorized Representative:	
Print Name:	
Title:	
Date	
I am unable to certify to the above	statements. My explanation is attached.

EXHIBIT E

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

The Bidder hereby declares that the undersigned is the person or persons responsible within the firm for the final decision as to the price(s) and amount of this bid and the Bidder further declares that:

- 1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition with any other contractor, bidder or potential bidder.
- 2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
- 3. No attempt has been made or will be made to solicit, cause, or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
- 4. The bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any other firm or person to submit a complementary bid.
- 5. The Bidder has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other firm or person, or offered, promised, or paid cash or anything of value to any other Bidder or person, whether in connection with this or any other project, in consideration for an agreement or promise by any other firm or person to refrain from bidding or to submit a complementary bid on this project.
- 6. The Bidder has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any other firm or person, and has not been promised or paid cash or anything of value by any other firm or person, whether in connection with this or any other project, in consideration for the firm's submitting a complementary bid, or agreeing to do so, on this project.
- 7. The Bidder has made a diligent inquiry of all members, officers, employees, and agents of the Bidder with responsibilities relating to the preparation, approval or submission of the firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made in this Declaration.

Business Name:	
Signature of Authorized Representative:	
Print Name:	
Title:	
Date	

EXHIBIT F

PROPOSED SUBCONTRACTOR LIST

List proposed subcontractors to be contracted by the Bidder (utilization of subcontractors require pre-approval by the Tribe). Note if no subcontractors will be used.

COMPANY NAME	SPECIALTY	
Business Name:	 	
Signature of Authorized Representative:	 	
Print Name:	 	
Title:	 	
Date		

EXHIBIT K

FIRM CERTIFICATION

I/we make the following certifications and assurances as a required element of this solicitation, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract:

- 1. I/we declare that all answers and statements made in the proposal are true and correct.
- 2. I/we understand that the Seminole Tribe of Florida will not reimburse me/us for any costs incurred in the preparation of this proposal.
- 3. I/we agree that submission of the attached qualifications constitutes acceptance and understanding of the solicitation contents.
- 4. No attempt has been made or will be made by the Firm to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- 5. I/we grant the Seminole Tribe of Florida the right to contact references and others who may have pertinent information regarding the ability of the Respondent and the lead staff person to perform the services contemplated by this proposal.

On behalf of the firm submitting this proposal, I hereby certify the above statements:

Business Name:	
Signature of Authorized Representative:	
Print Name:	
Title:	
Date	

EXHIBIT L

DRUG-FREE WORKPLACE FORM

The undersigned Bidder, does:

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying 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, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Give each employee engaged in providing the commodities or contractual services that are under procurement a copy of the statement specified in Paragraph 1.
- 4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or no contest to, any violation 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 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 Paragraphs 1 through 5.

Check one:	
As the person authorized to	sign this statement, I certify that this firm complies
fully with above requirements.	
As the person authorized to with the above requirements.	sign this statement, this firm does not comply fully
Business Name:	
Signature of Authorized Representative:	
Print Name:	
Title:	
Date	

EXHIBIT M

COMPLIANCE DOCUMENTS

Submission Instructions:

To be submitted by BIDDER as described below:

- 1. A signed copy of BIDDER's existing W-9;
- 2. A copy of BIDDER's Certificate of Insurance;
- 3. A copy of licenses, certificates, or registrations, as defined in this solicitation; and
- 4. A copy of BIDDER's Florida Certificate of Authority or Florida Business Tax Receipt to prove authority to do business in the State of Florida. If incorporated elsewhere, similar document(s) from other state is acceptable.

This file must be clearly labeled as the appropriate exhibit in BIDDER's submission.

If BIDDER does not have an existing signed W-9, BIDDER may request a W-9 template from the Contact Person(s).

EXHIBIT Z

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

Bidder acknowledges receipt of the Following Addenda: Addendum No. 1, dated: _____ Addendum No. 5, dated: _____ Addendum No. 2, dated: Addendum No. 6, dated: ___ Addendum No. 3, dated: Addendum No. 7, dated: Addendum No. 4, dated: _____ Addendum No. 8, dated: _____ COMPANY NAME: _____ BY (PRINT): TITLE: SIGNATURE: **ADDRESS:** CITY/STATE: ZIP CODE: TELEPHONE: (____) ____ FAX: EMAIL: ATTEST: TITLE/SEAL: Note: Attest for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a notary. Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached. The full names and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows: Name Address