



SEMINOLE TRIBE OF FLORIDA  
INVITATION TO BID

Solicitation No.: ITB 148-2023

Title: Residential Fence Installation Services (Big Cypress)

Description: The Housing Department of the Seminole Tribe of Florida is requesting quotes from qualified vendors to provide fence and gate installation services at the Big Cypress Reservation.

Term/Duration: Lump sum fixed fee contract with all work to be completed within one-hundred and twenty (120) calendar days from issuance of a Notice to Proceed (NTP).

Solicitation Release Date: January 24, 2024

Pre-Bid Conference: February 13, 2024 @ 10:30 AM (ET) (**MANDATORY**)  
Big Cypress Reservation  
30901 Buffalo Jim North  
Clewiston FL 33440

Deadline for Questions\*: February 20, 2024 @ 5:00 PM (ET)

Bid Due Date: February 28, 2024 @ 5:00 PM (ET)

Contact Person\*: Send all questions and bids to the following email addresses:  
TO: [BidSubmissions@SemTribe.com](mailto:BidSubmissions@SemTribe.com)  
CC: Angel Medina | [AngelMedina@SemTribe.com](mailto:AngelMedina@SemTribe.com)

Submission Requirements: Email to the contact person(s) above. **All documents submitted must be signed by an officer of the company.**

\*ALL QUESTIONS/INQUIRIES/COMMUNICATION MUST BE DIRECTED IN WRITING TO THE CONTACT PERSON, 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 (“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. (“STOFI”). also are engaged in various business activities including real estate, agriculture, tourism, manufacturing, gas station/convenience stores and sales.

### 2. INSURANCE

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.

### **3. 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.

### **4. 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.

### **5. CONFIDENTIALITY / NON-DISCLOSURE**

Bidder(s) 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 vendor(s) in this solicitation is to be used solely to permit vendor(s) to reply to the solicitation and vendor(s) 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(s) 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.

### **6. NON-EXCLUSIVITY**

It is expressly understood that Bidder selection does not grant the Bidder 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 Bidder(s), and contract with other Bidder(s) for the provision of goods and/or services similar or identical to those that are the subject of this solicitation.

### **7. DISCLOSURE**

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

### **8. ADDENDA / REVISIONS TO SOLICITATION**

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.

## **9. RIGHT TO RESCIND AWARD**

The TRIBE reserves the right to rescind an award or eliminate any submission should the awardee or bidder have poor or unsatisfactory performance in performing similar or dissimilar services for the TRIBE in the past.

## **10. SEMINOLE TRIBAL MEMBER VENDOR PREFERENCE**

The TRIBE encourages its Members who own their own business, or who are majority owners of a business, to bid on goods and services through the competitive bidding process.

The TRIBE will give preference to qualified business entities certified by the TRIBE. "Qualified" shall mean, notwithstanding the above:

A Tribal Member, spouse, child, or business entity who:

- Is actively involved in the business and owns 51% or more of the business;
- Can provide goods or services at competitive prices;
- Has demonstrated skills and abilities to perform the task to be undertaken in an acceptable manner; and
- Can meet the application, bonding and licensing requirements.

For construction projects, preference will be given to bids submitted by Tribal Members as long as the bid is equal to or less than 4% (not to exceed \$200,000) of the lowest non-Tribal member bid.

For non-construction projects, preference will be given to bids submitted by Tribal Members as long as the bid is equal to or less than 3% (not to exceed \$100,000) of the lowest non-Tribal Member bid.

## **11. 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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## SECTION II – SCOPE OF WORK

### 1. PROJECT DETAILS

- The Housing Department of the Seminole Tribe of Florida (hereinafter the “Tribe”) is requesting bids from qualified vendors to provide fence and gate installation services for thirty-two (32) residential homes located on the Big Cypress Reservation. All fence material shall be new.
- Services shall include construction of a new chain link fence around the existing perimeter to surround the residence as per the Scope of Work.

#### CHAIN LINK FENCE & GATE:

- Contractor shall supply all labor and materials to install the following three (3) items at each of the thirty-two (32) residential properties identified in Section II – Scope of Work, Paragraph 3 “Service Locations” and which are further detailed in *Exhibit A – Schedule of Values*:
  - Contractor shall install one (1) five-foot (5’) tall, single black coated vinyl, chain-link, and residential fence with top and bottom poles. All fence posts shall be secured with concrete. (*per property*)
    - Linear footage to be confirmed by Bidder and priced on *Exhibit A* per linear foot (LF).
  - Contractor shall install one (1) five-foot (5’) wide and five-foot (5’) tall, single black coated vinyl, chain-link gate. (*per property*)
  - Contractor shall install one (1) ten-foot (10’) wide and five-foot (5’) tall, double black coated vinyl, chain-link gate. (*per property*)

### 2. 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 only subcontract out work or partner with another firm if explicitly authorized in the Statement of Work.
  - 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 relevant to these services, as described in *Attachment B – Contractor Licensing Requirements*.



- Hold a current certified general or building contractor license applicable to these services and must have a minimum of five (5) years of experience in providing similar services.
- Provide three (3) current references for three (3) completed individual projects of similar size, scope, and complexity which were completed within the past five (5) years.
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- Must have the listed current personnel and 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 this solicitation.
- Meet any other requirements outlined in this solicitation.

### 3. SERVICE LOCATIONS

All services described in this solicitation shall be completed at the following addresses:

31001 Mabel T Frank Circle, Clewiston, FL 33440
31010 Mabel T Frank Circle, Clewiston, FL 33440
31011 Mabel T Frank Circle, Clewiston, FL 33440
31020 Mabel T Frank Circle, Clewiston, FL 33440
31021 Mabel T Frank Circle, Clewiston, FL 33440
31030 Mabel T Frank Circle, Clewiston, FL 33440
31031 Mabel T Frank Circle, Clewiston, FL 33440
31040 Mabel T Frank Circle, Clewiston, FL 33440
31041 Mabel T Frank Circle, Clewiston, FL 33440
31050 Mabel T Frank Circle, Clewiston, FL 33440
31051 Mabel T Frank Circle, Clewiston, FL 33440
31060 Mabel T Frank Circle, Clewiston, FL 33440
31070 Mabel T Frank Circle, Clewiston, FL 33440
31080 Mabel T Frank Circle, Clewiston, FL 33440
31090 Mabel T Frank Circle, Clewiston, FL 33440
31100 Mabel T Frank Circle, Clewiston, FL 33440
31200 Mabel T Frank Circle, Clewiston, FL 33440
31201 Mabel T Frank Circle, Clewiston, FL 33440
31210 Mabel T Frank Circle, Clewiston, FL 33440
31211 Mabel T Frank Circle, Clewiston, FL 33440
31220 Mabel T Frank Circle, Clewiston, FL 33440
31221 Mabel T Frank Circle, Clewiston, FL 33440
31230 Mabel T Frank Circle, Clewiston, FL 33440
31231 Mabel T Frank Circle, Clewiston, FL 33440
31240 Mabel T Frank Circle, Clewiston, FL 33440
31241 Mabel T Frank Circle, Clewiston, FL 33440
31250 Mabel T Frank Circle, Clewiston, FL 33440
31251 Mabel T Frank Circle, Clewiston, FL 33440
31260 Mabel T Frank Circle, Clewiston, FL 33440

31270 Mabel T Frank Circle, Clewiston, FL 33440
31280 Mabel T Frank Circle, Clewiston, FL 33440
31290 Mabel T Frank Circle, Clewiston, FL 33440

#### 4. CONTRACTOR REQUIREMENTS

- Contractor will be required to obtain requisite permits (if applicable). The permit application(s) must be submitted within two (2) calendar days of receiving the written Notice to Proceed.
- Contractor shall supply documentation needed by the Tribe's Housing Department to obtain permit(s) required to perform the tasks listed in the Scope of Work (if applicable).
- Contractor shall maintain a full work force from the start to the completion of the project.
- Contractor shall furnish all labor, materials, and equipment per the Scope of Work.
- All work shall be performed in a workmanlike manner by skilled mechanics and shall be carried out in such a way as to minimize any inconvenience to the occupants and tenants.
- Contractor shall arrange in advance of commencing with on-site work with the Tribe's Project Manager for working space, space for material storage, and proper access to the areas where the work is to be performed.
- Contractor shall rope off and erect warning signs in work areas. Contractor shall be responsible for job safety administration, (including tools, equipment, and work methods), and must be in compliance with applicable Occupational Safety Health Administration (OSHA) safety regulations.
- All work performed under this agreement shall be in strict adherence with the Florida Building Code, industry standards, OSHA regulations and local municipalities (as applicable).
- Work site shall be cleaned at the end of each work day to remove debris. No debris shall be stored for any length of time.
- All tools, equipment, and materials shall be secured at the end of each work day.
- Upon completion of work, the entire work site shall be restored at Contractor's sole expense, to include repairing structures or other site features that were damaged by Contractor during the project.
- Any damage to property that results in collateral damages (i.e. damage to roofing tiles, or other Tribe property) must be repaired at Contractor's expense, immediately after damage.
- Damage to any utilities shall be promptly repaired at Contractor's expense. At the sole discretion of the Tribe, such repairs shall be performed by Contractor or by another vendor retained by the Tribe and invoiced back to Contractor. Any delays ensuing from this damage will be considered inexcusable.
- It is Contractor's responsibility to provide dumpsters and haul all waste to the appropriate waste facility/authorized dump site off reservation. All waste shall be disposed of in accordance with all applicable environmental regulations and laws.
- Contractor's progress will be monitored by the Tribe's respective Housing Project Manager or designated staff, which may be present on the work site at any time during the contracted work period.
- Contact the Tribe's Housing Department (if applicable) for final inspection prior to leaving the job site for the final time.

- Contractor will conduct all work from 8:00 A.M. to 5:00 P.M. (ET), Monday through Friday, unless otherwise approved a minimum of three (3) calendar days in advance by the Tribe's Project Manager.
- No work shall be conducted on holidays observed by the Tribe without prior written consent.
- Additional event schedules will be provided as the Tribe's Housing Department becomes aware of them.
- Within seven (7) calendar days of being issued a Purchase Order number, the selected Contractor will provide a schedule to the Tribe's Project Manager detailing the dates, times, and locations of work to be completed.
- Before work commences, the selected Contractor will review with the Tribe's Project Manager any additions or changes to proposed methods or chemicals.
- Contractor shall provide a portable toilet and be guided by the Tribe where to place on premises.
- Contractor is required to have current Licenses, Certification(s), and/or Registration(s) applicable to perform related services.
- Contractor is required to have one (1) Ground Crew Supervisor onsite at all times to be assigned to each crew performing Work.

## **5. TRIBE'S RESPONSIBILITIES**

The Tribe will remove or protect loose objects in the work area that are not included in this Scope of Work. If such items are not removed, Contractor shall exercise due diligence to protect any such items.

The Tribe will provide proper parking space for vehicles.

## **6. PRE-BID CONFERENCE (MANDATORY)**

A pre-bid conference has been scheduled for interested bidders to attend before the Bid Due Date for this solicitation. **Attendance is mandatory to be eligible for award.**

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. The answers may also 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.

The date, time, and location of the pre-bid conference are shown in the table below:

<b>PRE-BID CONFERENCE</b>	
Date:	February 13, 2024
Time:	10:30 AM (ET)

<b>PRE-BID CONFERENCE</b>	
Location:	Housing Department Big Cypress Reservation 30901 Buffalo Jim North Clewiston, FL 33440

An employee or representative of the prime contractor or primary vendor responding to this solicitation must attend the pre-bid conference in order to receive credit for attendance. Subcontractors or other individuals may not attend for the prime contractor or primary vendor.

## **7. CONTACT PERSON**

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

TO: [BidSubmissions@SemTribe.com](mailto:BidSubmissions@SemTribe.com)

AND

CC: Angel Medina | [AngelMedina@SemTribe.com](mailto:AngelMedina@SemTribe.com)

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

## **8. EXHIBITS & ATTACHMENTS**

<b>Exhibits</b>	<b>Description</b>	<b>Submission Instructions</b>
Exhibit A	Schedule of Values	Complete, sign, and submit.
Exhibit D	Contractor's Acknowledgement of Project Conditions	Complete, sign, and submit.
Exhibit E	Bid Form	Complete, sign, and submit. The Total should be the Bidder's base bid, and should not include optional/add-on services, unless specifically requested by the Tribe to include.
Exhibit F	Non-Collusion Affidavit of Prime Bidder	Complete, sign, and submit.
Exhibit J	Acknowledgement of Receipt of Addenda	Complete, sign, and submit ONLY if an addendum has been issued. If an addendum has not been issued, this form is not required.
Exhibit N	Proposed Subcontractor List	Complete, sign, and submit. If no subcontractors, note on file and submit.

<b>Attachment</b>	<b>Description</b>	<b>Submission Instructions</b>
Attachment A1	Florida Department of Business and Professional Regulation	Submit copy of licenses as defined in this solicitation.

<b>Attachment</b>	<b>Description</b>	<b>Submission Instructions</b>
	License(s), Certifications(s), and/or Registration(s).	
Attachment A2	Certificate of Authority to do Business in the State of Florida Occupational License.	Submit copy of Florida Certificate of Authority or Florida Business Tax Receipt.
Attachment B	Contractor Licensing Requirement	Review information. No further action needed.
Attachment D	Contractor Certification Regarding Debarment and Suspension	Complete, sign, and submit.
Attachment E	Workers Compensation Exemption Affidavit	Complete, sign, and submit, if applicable.
Attachment F	Drug-Free Workplace Form	Complete, sign, and submit.
Attachment J	List of Recently Completed Projects and Contract Amounts	Complete, sign, and submit.
Attachment K	List of References	Complete, sign, and submit
Attachment U	Statement of Qualifications	Complete, sign, and submit.
Attachment Y	W-9	Complete, sign, and submit or attach existing signed copy. (Contractor may either submit a copy of their W-9 or fill in the template provided)

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## **SECTION III – SUBMISSION REQUIREMENTS**

### **1. SUBMISSION REQUIREMENTS**

Email all attachments and exhibits listed in Section II – Scope of Work, Paragraph 8 “Exhibits & Attachments” to the two (2) email addresses listed in Section II – Scope of Work, Paragraph 7 “Contact Person”.

Failure to submit ALL information may result in disqualification or lower ranking due to not meeting these requirements.

**All documents submitted must be signed by an officer of the company.**

### **2. PRICING AND AWARD CRITERIA**

Pricing stated in response to this solicitation shall remain fixed and firm for all services to be performed for one-hundred and eighty (180) calendar days. Bidders are responsible for addressing all inquiries with the Contact Person listed in this solicitation to obtain clarification on concerns and issues that may affect costs and their ability to complete the solicited task(s).

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

The Tribe shall select the lowest-priced and most responsive, responsible, and qualified bidder who can meet the specified lead time for this project. If all bids received are unable to meet the specified lead time, the Tribe reserves the right to award the bidder with the shortest lead time based on the Bidder’s response to this solicitation even if they are not the lowest-priced bid.