

SEMINOLE TRIBE OF FLORIDA INVITATION TO BID

Solicitation No.: ITB 31-2024

Title: Rental Properties Pressure Washing (Brighton)

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

requesting bids from qualified contractors to provide pressure washing services every six (6) months at the Brighton Reservation.

Solicitation Release Date: Wednesday, May 1, 2024

Pre-Bid Conference: Wednesday, May 8, 2024 @ 10:00 AM (ET)

Brighton Housing Office 650 Harney Pond Road Okeechobee, FL 34974

Deadline for Questions*: Wednesday, May 15, 2024 @ 5:00 PM (ET)

Bid Due Date: Wednesday, May 29, 2024 @ 5:00 PM (ET)

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

Cc: BidSubmissions@semtribe.com

Contact instructions are detailed in Section IV, Paragraph 4.

*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. <u>BACKGROUND</u>

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.

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. DISCLOSURE

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. 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. 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 any work or partner with another firm.
- 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 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. 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.

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

PRE-BID CONFERENCE	
Date: Wednesday, May 8, 2024	
Time:	10:00 AM (ET)
Location:	Brighton Housing Office 650 Harney Pond Road, Okeechobee, FL 34974

An employee or representative of the prime BIDDER responding to this solicitation must attend the Pre-Bid Conference to receive credit for attendance. Subcontractors or other individuals may not attend for the prime BIDDER. 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. <u>SUBMISSION REQUIREMENTS</u>

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

- <u>Attachments & Exhibits Checklist</u> BIDDER must initial next to each attachment and exhibit listed in the two (2) tables in Section IV, Paragraph 5, to confirm BIDDER's submission includes each applicable completed form.
- <u>Cover Letter</u> A cover letter, including BIDDER's name, address, phone number(s), and email, along with the signature of BIDDER's authorized representative (*Exhibit M*).
- <u>Professional Qualifications</u> Professional qualifications detailing BIDDER's experience, resources, qualification, capabilities, and past performance in providing this type of service (*Exhibit N*). Must illustrate BIDDER's capability to perform the full scope of services.
- Compliance Documents As described below (*Exhibit O*):
 - o A signed copy of BIDDER's existing W-9;
 - o A copy of BIDDER's Certificate of Insurance;
 - 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 are acceptable; and
 - o A copy of licenses, certificates, or registrations, as defined in this solicitation.
- <u>Proposed Timeline</u> A proposed timeline detailing the following, at a minimum and submitted as a .xlsx or .pdf file (*Exhibit P*):
 - o Lead time for materials (if applicable);
 - o Commencement of service from receipt of Purchase Order or Notice to Proceed;
 - o Any relevant phases to occur;
 - o Completion of service; and
 - o Additional milestones may be included.
- All other required exhibits, according to Section IV, Paragraph 5 of this solicitation.

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

Required Attachments and 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.

2. 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 and eighty (180) calendar days from the Bid Due Date.

3. <u>SUBMISSION INSTRUCTIONS</u>

Electronic submissions in response to this solicitation must be emailed to the Contact Person(s) listed in Section IV, Paragraph 4 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 will <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, accordingly:

- Subject Line for questions: ITB 31-2024 [BIDDER's Company Name] Question
- Subject Line for submission: ITB 31-2024 [BIDDER's Company Name] Submission
 - 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.

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.

Submissions must be clear, concise, organized, legible, and easy to read and navigate. Submissions not organized in the order shown above may be returned to BIDDER and required to be reorganized and resubmitted.

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. <u>CONTACT PERSON(S)</u>

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

CONTACT PERSON		
Name:	Marian Jamaleddine	
Email:	To: MarianJamaleddine@semtribe.com	
	Cc: BidSubmissions@semtribe.com	
Phone:	(954) 966-6300 x11192	

<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.

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.

5. ATTACHMENTS & EXHIBITS

BIDDER must initial next to each Attachment and Exhibit listed in the tables below to confirm BIDDER reviewed all Attachments and submitted all required 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.

5.1. ATTACHMENTS:

Attachment	Description	Submission Instructions	BIDDER's Initials
Attachment A	Scope of Work	Review information. Initial in next cell to confirm this document has been reviewed. No further action needed.	
Attachment B	Insurance Requirements	Review information. Initial in next cell to confirm this document has been reviewed. No further action needed.	
Attachment C	Contractor Licensing Requirements	Review information. Initial in next cell to confirm this document has been reviewed. No further action needed.	

5.2. EXHIBITS:

Exhibit	Description	Submission Instructions	BIDDER's Initials
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 B	Bid Form	Complete, sign, and submit. The Total should be the BIDDER's base bid, and should not include	

Exhibit	Description	Submission Instructions	BIDDER's Initials
		optional/add-on services, unless specifically requested by the TRIBE to include.	
Exhibit C	Statement of Qualifications	Complete, sign, and submit.	
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 K	Firm Certification	Complete, sign, and submit.	
Exhibit L	Drug-Free Workplace Form	Complete, sign, and submit.	
Exhibit M	Cover Letter	To be submitted by BIDDER. Review this attachment's requirements in Section IV, Paragraph 1 "Cover Letter." This file must be clearly labeled in BIDDER's submission as <i>Exhibit M</i> .	
Exhibit N	Professional Qualifications	To be submitted by BIDDER. Review this attachment's requirements in Section IV, Paragraph 1 "Professional Qualifications." This file must be clearly labeled in BIDDER's submission as <i>Exhibit N</i> .	
Exhibit O	Compliance Documents	To be submitted by BIDDER. Review this attachment's requirements in Section IV, Paragraph 1 "Compliance Documents." This file must be clearly labeled in BIDDER's submission as <i>Exhibit O</i> . If BIDDER does not have an existing signed W-9, BIDDER may request a W-9 template from the Contact Person(s).	
Exhibit P	Proposed Timeline	To be submitted by BIDDER. Review this attachment's requirements in Section IV, Paragraph 1 "Proposed	

Exhibit	Description	Submission Instructions	BIDDER's Initials
		Timeline." This file must be clearly labeled in BIDDER's submission as <i>Exhibit P</i> .	
Exhibit Z	Acknowledgement of Receipt of Addenda	Complete, sign, and submit form ONLY if an addendum has been issued.	

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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. The applicable bid(s) will be eliminated if: any of the criteria is incomplete; any of the criteria is not met; the required schedule cannot be met; or the TRIBE determines the bid(s) to be unqualified based on any other relevant factor.

- On-time and complete submission (with all required documentation)
- License requirements met
- 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 (if applicable)
- 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
 - o Pricing will be listed from lowest price to highest price for all bidders whose submission meets the minimum requirements listed above.

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 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 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.

4. <u>VENDOR APPLICATION AND REGISTRATION PROGRAM</u>

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 pressure washing services every six (6) months at the Brighton Reservation, in accordance with the specifications listed in this solicitation.

2. PROJECT DETAILS

CONTRACTOR shall provide pressure washing services to each rental home listed in this solicitation every six (6) months (once during Spring and once during Fall), totaling two (2) services per year.

The following identified areas of each rental home require pressure washing services:

- Roof
- Home exterior
- Driveways
- Walkways (including sidewalks, where applicable)
- Patios

2.1. ADDITIONAL CONTRACTOR RESPONSIBILITIES:

- CONTRACTOR shall supply all labor, materials, and equipment necessary for the total completion of the required Scope of Work (including but not limited to equipment rentals, portable toilets, etc.)
- CONTRACTOR shall supply any additional labor, materials, and equipment necessary for the safe delivery of the equipment to the location(s) specified in this scope of work.
- CONTRACTOR shall ensure all chemicals used are not harmful to any of the plants surrounding the area (i.e., bleach, Clorox etc.). If damage to plants occurs, CONTRACTOR shall be solely responsible for the replacement of plant(s) damaged.
- CONTRACTOR shall be responsible for and use care in the protection of the TRIBE's property.
- CONTRACTOR shall protect other areas not in this Scope of Work from dirt or damage.
 If such damage occurs, CONTRACTOR shall be solely responsible for the restoration of such damages as the result of CONTRACTOR or any employees of CONTRACTOR.
- CONTRACTOR shall discuss and work with the TRIBE's Project Manager to arrange for all vehicles to be temporarily removed from the worksite to safeguard against possible damage.
- CONTRACTOR shall ensure all work be performed in a skillful manner by skilled laborers and be carried out safely and professionally to minimize any inconvenience to the TRIBE and property.
- CONTRACTOR shall maintain a full work force from the start to the completion of the project to include the below:

- Qualified English-speaking supervisor on the jobsite at all times.
- CONTRACTOR shall ensure that all such mechanics shall be fully and properly clothed in identifiable uniforms while working on the premises or entering any part of the work area.
- CONTRACTOR shall furnish copies of proper insurance, covering liability, property damage, worker's compensation and vehicle insurance and shall keep such insurance in force during the course of the prescribed work.
- All work to be performed by employees of the CONTRACTOR shall be covered by Worker's Compensation insurance. No worker shall be allowed on site unless they are covered. Exemption forms shall not be accepted.

2.1.1. PERMIT REQUIREMENTS:

- 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.
 - O 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. TRIBE'S RESPONSIBILITIES

- The TRIBE will provide proper water and electrical service for CONTRACTOR's use, where possible.
- The TRIBE will provide proper parking space for vehicles.
- 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, the CONTRACTOR shall exercise due diligence to protect any such items.

4. LOCATION OF SERVICES

The services described in this solicitation shall be completed at the one-hundred and two (102) locations identified below:

List	Address	Note
1	16946 Knots Landing, Okeechobee, FL 34974	Reference No. #499
2	16951 Knots Landing, Okeechobee, FL 34974	Reference No. #500
3	16956 Knots Landing, Okeechobee, FL 34974	Reference No. #501

List	Address	Note
4	16955 Knots Landing, Okeechobee, FL 34974	Reference No. #502
5	16960 Knots Landing, Okeechobee, FL 34974	Reference No. #503
6	16959 Knots Landing, Okeechobee, FL 34974	Reference No. #504
7	16964 Knots Landing, Okeechobee, FL 34974	Reference No. #505
8	16963 Knots Landing, Okeechobee, FL 34974	Reference No. #506
9	16986 Knots Landing, Okeechobee, FL 34974	Reference No. #507
10	16967 Knots Landing, Okeechobee, FL 34974	Reference No. #508
11	16996 Knots Landing, Okeechobee, FL 34974	Reference No. #509
12	16981 Knots Landing, Okeechobee, FL 34974	Reference No. #510
13	17020 Knots Landing, Okeechobee, FL 34974	Reference No. #511
14	16997 Knots Landing, Okeechobee, FL 34974	Reference No. #512
15	17166 Knots Landing, Okeechobee, FL 34974	Reference No. #513
16	17009 Knots Landing, Okeechobee, FL 34974	Reference No. #514
17	17186 Knots Landing, Okeechobee, FL 34974	Reference No. #515
18	17025 Knots Landing, Okeechobee, FL 34974	Reference No. #516
19	17045 Knots Landing, Okeechobee, FL 34974	Reference No. #517
20	17065 Knots Landing, Okeechobee, FL 34974	Reference No. #518
21	17085 Knots Landing, Okeechobee, FL 34974	Reference No. #519
22	17105 Knots Landing, Okeechobee, FL 34974	Reference No. #520
23	17125 Knots Landing, Okeechobee, FL 34974	Reference No. #521
24	17145 Knots Landing, Okeechobee, FL 34974	Reference No. #522
25	17165 Knots Landing, Okeechobee, FL 34974	Reference No. #523
26	17185 Knots Landing, Okeechobee, FL 34974	Reference No. #524
27	17100 Knots Landing, Okeechobee, FL 34974	Reference No. #525
28	17120 Knots Landing, Okeechobee, FL 34974	Reference No. #526
29	17146 Knots Landing, Okeechobee, FL 34974	Reference No. #527
30	417 W. Village Street, Okeechobee, FL 34974	N/A
31	425 W. Village Street, Okeechobee, FL 34974	N/A
32	435 W. Village Street, Okeechobee, FL 34974	N/A
33	485 W. Village Street, Okeechobee, FL 34974	N/A
34	495 W. Village Street, Okeechobee, FL 34974	N/A
35	590 E. Village Street, Okeechobee, FL 34974	N/A
36	17375 Short Street, Okeechobee, FL 34974	N/A
37	16970 Rainbow Lane, Okeechobee, FL 34974	N/A
38	16990 Rainbow Lane, Okeechobee, FL 34974	N/A
39	17030 Rainbow Lane, Okeechobee, FL 34974	N/A
40	17031 Rainbow Lane, Okeechobee, FL 34974	N/A
41	17050 Rainbow Lane, Okeechobee, FL 34974	N/A
42	17051 Rainbow Lane, Okeechobee, FL 34974	N/A
43	17070 Rainbow Lane, Okeechobee, FL 34974	N/A
44	17071 Rainbow Lane, Okeechobee, FL 34974	N/A
45	17090 Rainbow Lane, Okeechobee, FL 34974	N/A
46	17091 Rainbow Lane, Okeechobee, FL 34974	N/A
47	17110 Rainbow Lane, Okeechobee, FL 34974	N/A

List	Address	Note
48	17111 Rainbow Lane, Okeechobee, FL 34974	N/A
49	17130 Rainbow Lane, Okeechobee, FL 34974	N/A
50	17131 Rainbow Lane, Okeechobee, FL 34974	N/A
51	17150 Rainbow Lane, Okeechobee, FL 34974	N/A
52	17151 Rainbow Lane, Okeechobee, FL 34974	N/A
53	17160 Rainbow Lane, Okeechobee, FL 34974	Town Home
54	17162 Rainbow Lane, Okeechobee, FL 34974	Town Home
55	17164 Rainbow Lane, Okeechobee, FL 34974	Town Home
56	17171 Rainbow Lane, Okeechobee, FL 34974	N/A
57	17180 Rainbow Lane, Okeechobee, FL 34974	Town Home
58	17182 Rainbow Lane, Okeechobee, FL 34974	Town Home
59	17184 Rainbow Lane, Okeechobee, FL 34974	Town Home
60	17191 Rainbow Lane, Okeechobee, FL 34974	N/A
61	17200 Rainbow Lane, Okeechobee, FL 34974	Town Home
62	17202 Rainbow Lane, Okeechobee, FL 34974	Town Home
63	290 Bigtown Clan, Okeechobee, FL 34974	N/A
64	300 Bigtown Clan, Okeechobee, FL 34974	N/A
65	305 Bigtown Clan, Okeechobee, FL 34974	N/A
66	310 Bigtown Clan, Okeechobee, FL 34974	N/A
67	315 Bigtown Clan, Okeechobee, FL 34974	N/A
68	320 Bigtown Clan, Okeechobee, FL 34974	N/A
69	325 Bigtown Clan, Okeechobee, FL 34974	N/A
70	330 Bigtown Clan, Okeechobee, FL 34974	N/A
71	335 Bigtown Clan, Okeechobee, FL 34974	N/A
72	340 Bigtown Clan, Okeechobee, FL 34974	N/A
73	345 Bigtown Clan, Okeechobee, FL 34974	N/A
74	350 Bigtown Clan, Okeechobee, FL 34974	N/A
75	360 Bigtown Clan, Okeechobee, FL 34974	N/A
76	370 Bigtown Clan, Okeechobee, FL 34974	N/A
77	375 Bigtown Clan, Okeechobee, FL 34974	N/A
78	385 Bigtown Clan, Okeechobee, FL 34974	N/A
79	395 Bigtown Clan, Okeechobee, FL 34974	N/A
80	405 Bigtown Clan, Okeechobee, FL 34974	N/A
81	291 Wind Clan, Okeechobee, FL 34974	N/A
82	300 Wind Clan, Okeechobee, FL 34974	N/A
83	301 Wind Clan, Okeechobee, FL 34974	N/A
84	310 Wind Clan, Okeechobee, FL 34974	N/A
85	311 Wind Clan, Okeechobee, FL 34974	N/A
86	320 Wind Clan, Okeechobee, FL 34974	N/A
87	321 Wind Clan, Okeechobee, FL 34974	N/A
88	330 Wind Clan, Okeechobee, FL 34974	N/A
89	331 Wind Clan, Okeechobee, FL 34974	N/A
90	335 Wind Clan, Okeechobee, FL 34974	N/A
91	340 Wind Clan, Okeechobee, FL 34974	N/A

List	Address	Note
92	341 Wind Clan, Okeechobee, FL 34974	N/A
93	351 Wind Clan, Okeechobee, FL 34974	N/A
94	361 Wind Clan, Okeechobee, FL 34974	N/A
95	371 Wind Clan, Okeechobee, FL 34974	N/A
96	380 Wind Clan, Okeechobee, FL 34974	N/A
97	381 Wind Clan, Okeechobee, FL 34974	N/A
98	391 Wind Clan, Okeechobee, FL 34974	N/A
99	18165 Bear Clan, Okeechobee, FL 34974	N/A
100	18185 Bear Clan, Okeechobee, FL 34974	N/A
101	18205 Bear Clan, Okeechobee, FL 34974	N/A
102	18225 Bear Clan, Okeechobee, FL 34974	N/A

5. TERM

- Pressure washing services to be provided twice a year (once during Spring and once during Fall) totaling two (2) services per year.
- Pressure washing services shall be provided for a two (2) year period, or as otherwise determined by the TRIBE.
- Upon the two (2) year term and completion of the Scope of Work outlined in this solicitation, CONTRACTOR may be offered the option to extend the term at the discretion of the TRIBE.
- CONTRACTOR shall not commence work until a Purchase Order or Notice to Proceed (email sufficient) has been issued to CONTRACTOR by the TRIBE.
- Upon receipt of a Purchase Order or Notice to Proceed from the TRIBE, CONTRACTOR shall commence work within two (2) weeks.

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.
- 8. Employer's Liability: \$500,000 accident for bodily injury by accident or disease, including \$500,000 disease aggregate.
- 9. 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.

EXHIBIT A

SCHEDULE OF VALUES

(Attached separately as .xlsx)

EXHIBIT B

BID FORM

The undersigned, hereinafter called "Vendor", having visited the site of the proposed project and familiarized itself with the nature and extent of the work, and having examined carefully the Drawings, Project Manual, Specifications, and other Contract Documents, proposes to furnish all labor, materials, equipment and other items, facilities and services for the proper execution of Bid Requirements, in full accordance with the drawings and specifications prepared by the below firms, and as listed in the Scope of Work:

The Bidder agrees to furnish all products, materials, and equipment and perform all labor necessary to complete the Scope of Work including all line items in the attached Scope of Work for the combined amount of (This shall <u>not</u> include any alternates):

The Bidder hereby agrees that:

The Bid Amount and Alternates shall remain in full force and effective for a period of One-Hundred and Eighty (180) calendar days after the time of opening of this bid and that the bidder will not revoke or cancel this bid or withdraw from the competition with One-Hundred and Eighty (180) calendar days. The Bidder further attests that the TOTAL BID AMOUNT herein proposed represents and includes the entirety of the work, fees, profit, overhead, general requirements, general conditions, etc. of the project as per the bid documents.

Base Bid for all (102) loc	ations (written):		dollars
Base Bid for all (102) loc	ations (figure): \$		
Company Name:			
By:	Signatu	re:	
Title:			
Address:	Dated this	day of	20
Attest:	Title:	:	

EXHIBIT C

STATEMENT OF QUALIFICATIONS

(Attached separately as .xlsx)

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 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 and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
- 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	
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

COVER LETTER

EXHIBIT N

PROFESSIONAL QUALIFICATIONS

EXHIBIT O

COMPLIANCE DOCUMENTS

EXHIBIT P

PROPOSED TIMELINE

EXHIBIT Z

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

Bidder acknowledges receipt of the Following Addenda: Addendum No. 4, dated: _____ Addendum No. 1, dated: _____ Addendum No. 2, dated: Addendum No. 5, dated: ___ Addendum No. 3, dated: Addendum No. 6, dated: Addendum No. 7, 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