



## SEMINOLE TRIBE OF FLORIDA INVITATION TO BID

Solicitation No.: ITB 73-2024

Title: Parking Lot and Road Repairs (Brighton)

Description: The Building and Grounds Department of the Seminole Tribe of Florida is requesting bids from qualified contractors to provide parking lot repair services needed at the Seminole Tribe's Brighton reservation.

Solicitation Release Date: October 22, 2024

Pre-Bid Conference: November 6, 2024 @ 10:00 AM **(MANDATORY)**  
Administrative Building  
650 E. Harney Pond Road  
Okeechobee, FL 34974

Deadline for Questions\*: November 13, 2024 @ 5:00 PM

Bid Due Date: December 4, 2024 @ 5:00 PM

Contact Person(s)\*: To: [KylaRedmond@semtribe.com](mailto:KylaRedmond@semtribe.com)  
Cc: [BidSubmissions@semtribe.com](mailto: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. 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. NON-EXCLUSIVITY**

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.

## 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 relevant to these services, as described in *Attachment C – Contractor Licensing Requirements*.
- 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 on the cover page of this solicitation document.

**2.3. 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.

**2.4. 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.
- **During this meeting, prospective bidders shall take all measurements and determine the quantity of material needed for their bid.**

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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:	Kyla Redmond
Email:	To: <a href="mailto:KylaRedmond@semtribe.com">KylaRedmond@semtribe.com</a> Cc: <a href="mailto:BidSubmissions@semtribe.com">BidSubmissions@semtribe.com</a>
Phone:	(954) 966-6300 x11249

Cone of Silence: 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:

- Attachments & Exhibits Checklist – BIDDER must initial next to each attachment and exhibit listed in the two (2) tables in Section IV, Paragraph 4, to confirm BIDDER's submission includes each applicable completed form.
- All required exhibits according to Section IV, Paragraph 4 of this solicitation.

Failure to submit all 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.

### 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 not be accepted. Links to file sharing websites or portals will not 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 73-2024 – [BIDDER's Company Name]

- 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 not 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

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.

##### 4.1. 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.	
Attachment D	Drawings	Review information. Initial in next cell to confirm this document has been reviewed. No further action needed.	



<b>Attachment</b>	<b>Description</b>	<b>Submission Instructions</b>	<b>BIDDER's Initials</b>
Attachment E	Images	Review information. Initial in next cell to confirm this document has been reviewed. No further action needed.	

#### 4.2. EXHIBITS:

<b>Exhibit</b>	<b>Description</b>	<b>Submission Instructions</b>	<b>BIDDER's Initials</b>
Exhibit A	Schedule of Values	Review all tabs and fill-in required information. Provide two (2) copies of this document, as described below: <ul style="list-style-type: none"> <li>• A filled-in and signed version in PDF format</li> <li>• A filled-in and unsigned version in .xlsx Excel format</li> </ul>	
Exhibit B-1	Bid Form – Administrative Lot	Complete, sign, and submit. The Total should be the BIDDER's base bid for the Administrative Lot location, and should not include optional/add-on services, unless specifically requested by the TRIBE to include.	
Exhibit B-2	Bid Form – Center of Behavioral Health Lot	Complete, sign, and submit. The Total should be the BIDDER's base bid for the Center of Behavioral Health Lot location, and should not include optional/add-on services, unless specifically requested by the TRIBE to include.	
Exhibit B-3	Bid Form – Civic Street Road	Complete, sign, and submit. The Total should be the BIDDER's base bid for the Civic Street Road location, and should not include optional/add-on services, unless specifically requested by the TRIBE to include.	

Exhibit	Description	Submission Instructions	BIDDER's Initials
Exhibit B-4	Bid Form – Clinic & Family Services Lot	Complete, sign, and submit. The Total should be the BIDDER's base bid for the Clinic & Family Services Lot location, and should not include optional/add-on services, unless specifically requested by the TRIBE to include.	
Exhibit B-5	Bid Form – Preschool Lot	Complete, sign, and submit. The Total should be the BIDDER's base bid for the Preschool Lot location, and should not include optional/add-on services, unless specifically requested by the TRIBE to include.	
Exhibit B-6	Bid Form – Public Safety Lot	Complete, sign, and submit. The Total should be the BIDDER's base bid for the Public Safety lot location, and should not include optional/add-on services, unless specifically requested by the TRIBE to include.	
Exhibit B-7	Bid Form – Veteran's Center Lot	Complete, sign, and submit. The Total should be the BIDDER's base bid for the Veteran's Center Lot location, and should not include optional/add-on services, unless specifically requested by the TRIBE to include.	
Exhibit C	Qualification Questionnaire	Complete 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 F	Proposed Subcontractor List	Complete, sign, and submit.	
Exhibit G	Acknowledgement of Project Conditions	Sign and submit.	

Exhibit	Description	Submission Instructions	BIDDER's Initials
Exhibit I	List of References	Complete, 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	<p>To be submitted by BIDDER as described below:</p> <ul style="list-style-type: none"> <li>• A signed copy of BIDDER's existing W-9;</li> <li>• A copy of BIDDER's Certificate of Insurance;</li> <li>• 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</li> <li>• A copy of licenses, certificates, or registrations, as defined in this solicitation.</li> </ul> <p>This file must be clearly labeled in BIDDER's submission as the appropriate exhibit.</p> <p>If BIDDER does not have an existing signed W-9, BIDDER may request a W-9 template from the Contact Person(s).</p>	
Exhibit Z	Acknowledgement of Receipt of Addenda	Complete, sign, and submit form <u>ONLY</u> if an 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 two hundred sixty (260) 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 (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
  - 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 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 not 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 parking lot and road repair services at the TRIBE's Brighton reservation, in accordance with the specifications listed in this solicitation.

**2. PROJECT DETAILS**

CONTRACTOR shall provide the following services (but not be limited to):

**2.1. PARKING LOT REPAIR SERVICES:**

The following services are required as part of the parking lot repair Scope of Work and applies to all locations listed in Paragraph 8, "Locations of Services", unless otherwise determined necessary by the TRIBE:

**2.1.1. Patching Services:**

- Saw cut/mill damaged asphalt where required repairs are needed (including all seams)
- Map all patching areas per each building
- Tack all areas with primer
- Install hot plant mixed asphalt, Type S-III
- Roll and compact with metal roller between three (3) and five (5) tons
- Outline potholes (as needed)
- Patch and seal coat beneath obstructions such as dumpsters, tents, etc. (as needed)

**2.1.2. Seal Coating Services:**

- Air broom entire area to be sealed
- Treat any oil spots with a bond seal
- Apply the first coat of Poly-Tar High Performance Sealer with three to four pounds (3 – 4 lbs.) grade #2 silica sand added per gallon
- Apply at a rate of => one sixth (1/6) of a gallon per square yard
- Apply a second (2<sup>nd</sup>) coat when dry, using the same product at the same rate
- Apply spray and sealant application

**2.1.3. Striping Services:**

- Restripe to match the existing striping using DOT approved blue, yellow, and white latex traffic marking paint to include stall lines, handicap stalls, stop bars, bollards, stenciling, lineal footage lines, arrows, cross hatch zones, crosswalks, curbs, wheel stops, and any other existing markings all brought up to the current code



**2.1.4. Wheel Stop Services:**

- Damaged wheel stops shall be removed and replaced by CONTRACTOR. Missing wheel stops shall be replaced by CONTRACTOR.
  - CONTRACTOR shall purchase new wheel stops for replacement.
- CONTRACTOR shall paint existing wheel stops (if painted) to mirror existing color pallet (as needed)

**2.1.5. Drainage, Potholes, and Indentation Services:**

- CONTRACTOR shall restore cracked or uneven asphalt surfaces, water ponding, and standing puddles (as needed)

**2.2. CLINIC & FAMILY SERVICES BUILDING PARKING LOT:**

Due to extensive damage at the Clinic & Family Services Building, in addition to all details outlined in this Scope of Work, CONTRACTOR shall also perform the following detailed services at this location's parking lot:

- Identify existing drainage problems and perform repairs. Standing water shall be sloped into flow line.
- Restore the parking lot's elevation levels to ensure proper draining occurs in the future to minimize further damage.
- Regrade the existing asphalt areas around the existing catch bases and re-structure.
- Replace the concrete pad in front of the dumpster with a minimum of eight inches (8") of concrete and fiber mesh.
- Repair the existing trench are to include a new two-foot by sixty-foot (2' x 60') irrigation line across the roadway where existing drainage has been affected.

**2.3. ADDITIONAL CONTRACTOR RESPONSIBILITIES:**

- CONTRACTOR shall take all measurements and determine the quantity of material(s) needed. Dimensions mentioned in this solicitation are an approximation and shall be assumed inaccurate until confirmed by the CONTRACTOR's own measurements.
- CONTRACTOR shall provide Project Manager with advance scheduling details to perform Scope of Work as specified per building to avoid encounters with daily pedestrian and vehicle lot activity.
- CONTRACTOR shall be responsible for and use care protecting the TRIBE's property and shall protect other areas not in this Scope of Work from any damages.
  - If such damage occurs, CONTRACTOR shall be solely responsible for the restoration of such damages as the result of CONTRACTOR's or any employees of CONTRACTOR.
- CONTRACTOR shall provide ground protection, safety signage, barricades, erect warning signs and rope off, etc. throughout project duration.

- CONTRACTOR shall provide and practice Occupational Safety and Health Administration (OSHA) safety throughout-out project duration.
- CONTRACTOR shall provide all necessary labor, materials, equipment, tools, etc., for the project duration. The TRIBE is not responsible for loss, missing, damage, or replacement of materials, equipment, tools, etc.
- All work shall be performed in a skillful manner by CONTRACTOR and shall be carried out in such a way as to minimize any inconvenience to the TRIBE.
- CONTRACTOR shall maintain a full work force from the start to the completion of the project and provide a qualified English-Speaking Supervisor on the job site.
- CONTRACTOR and CONTRACTOR's employees must be properly clothed in identifiable company uniforms while working on the premises or entering any part of the work area.
- CONTRACTOR shall work and complete one (1) section at a time prior to moving into a new area.
- CONTRACTOR is responsible for securing all materials and tag-out equipment left unattended and/or on site until project duration (as needed).
- CONTRACTOR is responsible and must provide resources: portal toilets, dumpster, and portable generators, for their own source of electricity; for example, a portable/moveable power tool, extension cords, etc.
- CONTRACTOR's supervision is mandatory for all on-loading and off-loading, deliverable, portables, dumpsters (rotation as needed) materials, supplies, hauling away of all debris, environmentally responsible for the disposal, etc.
- Proper rotation of portal toilets and dumpsters, supervision mandatory for delivery and removal, environmentally responsible for the disposal of all debris and designated placement will be announced.
- During and after installation, CONTRACTOR shall clean up the entire area for debris and roll magnetic device to sweep loose particles. CONTRACTOR shall not dump or dispose of any debris on the premises. All debris should be hauled away for responsible disposal.
- CONTRACTOR shall access water spigot located on the outer parameters but are required to have at minimum one-hundred-foot (100') hose.
- Work shall be performed during the weekend, Saturday through Sunday, 8:00 AM – 5:00 PM (ET) (subject to change as determined by the TRIBE) and must be confirmed in advance by the TRIBE's Project Manager.
- No work shall be performed on holidays, unless approved in advance by the TRIBE.
- CONTRACTOR shall not perform work during Tribal Events, Extreme weather conditions, and emergency advisory notices.

### **2.3.5. WARRANTY**

- Manufacturer Warranty: minimum of two (2) years from date of installation.
- Workmanship & Installation Warranty: minimum of two (2) years from date of installation.
- All manufacturer's warranties shall pass through without restriction to the TRIBE.
- Any warranties offered by CONTRACTOR shall be in addition to the manufacturer's warranty and shall not be a substitute.

- BIDDER's base price for any product or service offered shall be inclusive of warranty.

### **2.3.6. PERMIT REQUIREMENTS**

- All work performed under the resultant agreement shall be in strict compliance with the Florida Building Code, industry standards, OSHA regulations, and local municipalities.
- CONTRACTOR shall be responsible for timely obtaining all necessary permits and inspections through appropriate agencies.
  - Contact the TRIBE's Tribal Inspector's Department via email at [buildingdept@semtribe.com](mailto:buildingdept@semtribe.com) for requirements.
  - All new incoming permitting applications shall be sent to the Tribal Inspector's Department by the digital self-service portal: [https://imp.semtribe.com/EnerGov\\_Prod/SelfService](https://imp.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. UNFORESEEN CONDITIONS**

- Many times, as work progresses, situations arise that are unforeseen, or problems are uncovered that are outside of the scope of CONTRACTOR's work. When such situations arise, CONTRACTOR shall stop work on this area, and the TRIBE and CONTRACTOR should come to some mutual agreement prior to the resumption of work. At no time is CONTRACTOR to continue such new work without written agreement from the TRIBE if any additional charges are to be billed beyond the original contract amount.
- Unforeseen additional services under \$500 are expected by the TRIBE. An allowance of \$500 has been included in the attached *Exhibit A – Schedule of Values* for the listed possible unforeseen additional services, if needed. Unforeseen additional services between \$500 and \$5,000 shall require mutual agreement between CONTRACTOR and the TRIBE. In cases of unforeseen additional services over \$5,000, the TRIBE reserves the right to rescind award and award project to the next highest scored or lowest-priced bid.

### **4. EXCLUSIONS**

Additional optional accessories beyond what is outlined per this Scope of Work or any aftermarket modification not specifically included in CONTRACTOR's Scope of Work shall be excluded from this Scope of Work.

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

- The TRIBE will provide advance notification to the TRIBE's staff members to clear all vehicles from lot.

- The TRIBE will be responsible to remove or protect loose objects in the work area 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 access to water for CONTRACTOR's use, where possible

## 6. PHASING

The phasing plan listed in the table below is just a reference for bidding purposes and may be subject to change as determined by the TRIBE.

Final phasing plans will be determined by the TRIBE upon award and CONTRACTOR will be notified.

Phase	Location	Reference
One	Center of Behavioral Health (CBH)	Lot
Two	Public Safety	Lot
Three	Administrative	Lot
Four	Veteran's Center	Lot
Five	Civic Street	Road
Six	Preschool	Lot
Seven	Clinic & Family Services	Lot

CONTRACTOR shall ensure each phase is completed and approved by the TRIBE prior to commencing any work on the next phase.

## 7. LOCATION OF SERVICES

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

BRIGHTON	
Location	Address
Civic Street (Road)	Okeechobee, FL 34974
Clinic & Family Services Building	17201 Civic Street, Okeechobee, FL 34974
Preschool	17270 Civic Street, Okeechobee, FL 34974
CBH Building	500 East Harney Pond Road, Okeechobee, FL 34974
Administrative Building	650 East Harney Pond Road, Okeechobee, FL 34974
Public Safety Building	600 East Harney Pond Road, Okeechobee, FL 34974
Veteran's Center	800 East Harney Pond Road, Okeechobee, FL 34974

## 8. PERIOD OF PERFORMANCE

All services described in the Scope of Work must commence within one hundred twenty (120) calendar days of receipt of Purchase Order or Notice to Proceed (email sufficient).

**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**  
**CONTRACTOR LICENSING REQUIREMENTS**  
**(Attached separately as .pdf)**



**ATTACHMENT D**

**DRAWINGS**

**(Attached separately as .pdf)**

ATTACHMENT E

IMAGES

a. Locations



**b. Clinic Drainage Locations**



**c. Clinic Catch Basin Reference Images**



**EXHIBIT A**  
**SCHEDULE OF VALUES**  
**(Attached separately as .xlsx)**

**EXHIBIT B-1**

**BID FORM – ADMINISTRATIVE LOT**

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 **not** include any alternates):

The Bidder hereby agrees that:

The Bid Amount and Alternates shall remain in full force and effective for a period of Two Hundred Sixty (260) 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 Two Hundred Sixty (260) 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 the Administrative Lot (written):

\_\_\_\_\_

Base Bid or the Administrative Lot (figure):

\$ \_\_\_\_\_

Company Name: \_\_\_\_\_

By: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_ Dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

Attest: \_\_\_\_\_ Title: \_\_\_\_\_

**EXHIBIT B-2**

**BID FORM - CENTER OF BEHAVIORAL HEALTH LOT**

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 **not** include any alternates):

The Bidder hereby agrees that:

The Bid Amount and Alternates shall remain in full force and effective for a period of Two Hundred Sixty (260) 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 Two Hundred Sixty (260) 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 CBH Lot (written):

\_\_\_\_\_

Base Bid for CBH Lot (figure):

\$ \_\_\_\_\_

Company Name: \_\_\_\_\_

By: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_ Dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

Attest: \_\_\_\_\_ Title: \_\_\_\_\_

**EXHIBIT B-3**

**BID FORM – CIVIC STREET ROAD**

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 **not** include any alternates):

The Bidder hereby agrees that:

The Bid Amount and Alternates for shall remain in full force and effective for a period of Two Hundred Sixty (260) 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 Two Hundred Sixty (260) 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 Civic Street Road (written):

\_\_\_\_\_

Base Bid for Civic Street Road (figure):

\$ \_\_\_\_\_

Company Name: \_\_\_\_\_

By: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_ Dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

Attest: \_\_\_\_\_ Title: \_\_\_\_\_



**EXHIBIT B-4**

**BID FORM - CLINIC & FAMILY SERVICES LOT**

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 **not** include any alternates):

The Bidder hereby agrees that:

The Bid Amount and Alternates shall remain in full force and effective for a period of Two Hundred Sixty (260) 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 Two Hundred Sixty (260) 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 Clinic & Family Services Lot (written):

\_\_\_\_\_

Base Bid for Clinic & Family Services Lot (figure):

\$ \_\_\_\_\_

Company Name: \_\_\_\_\_

By: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_ Dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

Attest: \_\_\_\_\_ Title: \_\_\_\_\_

**EXHIBIT B-5**

**BID FORM – PRESCHOOL LOT**

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 **not** include any alternates):

The Bidder hereby agrees that:

The Bid Amount and Alternates shall remain in full force and effective for a period of Two Hundred Sixty (260) 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 Two Hundred Sixty (260) 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 the Preschool Lot (written):

\_\_\_\_\_

Base Bid for Preschool Lot (figure):

\$ \_\_\_\_\_

Company Name: \_\_\_\_\_

By: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_ Dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

Attest: \_\_\_\_\_ Title: \_\_\_\_\_

**EXHIBIT B-6**

**BID FORM – PUBLIC SAFETY LOT**

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 **not** include any alternates):

The Bidder hereby agrees that:

The Bid Amount and Alternates shall remain in full force and effective for a period of Two Hundred Sixty (260) 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 Two Hundred Sixty (260) 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 the Public Safety Lot (written):

\_\_\_\_\_

Base Bid or the Public Safety Lot (figure):

\$ \_\_\_\_\_

Company Name: \_\_\_\_\_

By: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_ Dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

Attest: \_\_\_\_\_ Title: \_\_\_\_\_

**EXHIBIT B-7**

**BID FORM – VETERAN’S CENTER LOT**

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 **not** include any alternates):

The Bidder hereby agrees that:

The Bid Amount and Alternates shall remain in full force and effective for a period of Two Hundred Sixty (260) 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 Two Hundred Sixty (260) 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 the Veteran’s Center Lot (written):

\_\_\_\_\_

Base Bid or the Veteran’s Center Lot (figure):

\$ \_\_\_\_\_

Company Name: \_\_\_\_\_

By: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_ Dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

Attest: \_\_\_\_\_ Title: \_\_\_\_\_

**EXHIBIT C**  
**QUALIFICATION QUESTIONNAIRE**  
**(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 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.

<b>COMPANY NAME</b>	<b>SPECIALTY</b>

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



**EXHIBIT G****ACKNOWLEDGEMENT OF PROJECT CONDITIONS**

The Contractor acknowledges that no representations as to the work have been made by the Owner, the Project Engineer or by any one on the Owner's behalf, except as in this Contract expressly set forth. The Contractor warrants and represents that it has visited the site of the proposed work, that it has familiarized itself with existing conditions and the character of the operations to be carried on the Project per the requirements of the design documents and that it fully understands the facilities, difficulties and restrictions attending the execution of the Work under the Contract; the Contractor acknowledges that it has examined the Project and applicable regulatory requirements and from its own investigations has satisfied itself as to the nature and location of the Work, the general and local conditions, and all matters which may in any way affect the Work or its performance and the Contractor agrees that it will not make any claim for or have any right to, damages because of any misinterpretation or misunderstanding of the Contract or because of any lack of information or because of any incorrect information or inaccuracies contained or conveyed by any borings or by any diagrams, drawings, surveys, maps or samples, or by reason of any conditions (subsurface or otherwise) at the site which are not disclosed thereby unless such conditions could not have been discovered by a legitimate investigation of Contractor. The Contractor further acknowledges that any estimate of quantities set forth in this Contract is approximate, that the quantity of labor and materials requisite to complete its work may be more or less than estimated and that no action for damages shall accrue to the Contractor by reason of such difference if any in the absence of a written change order.

**Acknowledged and signed by:**

---

Signature

---

Print Name

---

Date

**EXHIBIT I**  
**LIST OF REFERENCES**

Provide the required information for a minimum of three (3) separate and verifiable references.

- 1. Reference 1:
  - a. Name \_\_\_\_\_
  - b. Address \_\_\_\_\_
  - c. Phone Number \_\_\_\_\_
  - d. Email Address \_\_\_\_\_
  
- 2. Reference 2:
  - a. Name \_\_\_\_\_
  - b. Address \_\_\_\_\_
  - c. Phone Number \_\_\_\_\_
  - d. Email Address \_\_\_\_\_
  
- 3. Reference 3:
  - a. Name \_\_\_\_\_
  - b. Address \_\_\_\_\_
  - c. Phone Number \_\_\_\_\_
  - d. Email Address \_\_\_\_\_

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 \_\_\_\_\_

**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 sign this statement, this firm does not comply fully with the above requirements.

Business Name: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT M**  
**COMPLIANCE DOCUMENTS**  
**(To be submitted by BIDDER)**

**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
_____	_____
_____	_____
_____	_____