# SUBMITTAL CHECKLIST

Vendor(s) wishing to submit a response to this solicitation must submit all documents listed in the table below, filled in where applicable, and initial in the column marked "Contractor's Initials" to confirm the submission includes each of the exhibits as part of their response. Failure to submit all information may result in disqualification or lower ranking due to not meeting those requirements.

| List of Exhibits | | |
|---|---|---|
| **Exhibit** | **Description** | **Contractor's Initials** |
| A | Proposal Form | |
| B | Acknowledgement of Receipt of Addenda | |
| C | Statement of Qualifications | |
| D | Contractor Certification Regarding Debarment and Suspension | |
| E | Non-Collusion Affidavit of Prime Contractor | |
| F | Proposed Subcontractor List | |
| G | Bonds and Certificate of Ability to Obtain Performance Bonds | |
| H-1 | List of Recently Completed Projects and Contract Amounts | |
| H-2 | List of Past Experience with the Tribe | |
| I | List of References | |
| J | Insurance Requirements and Certificate of Insurance | |
| K | Firm Certification | |
| L | Drug-Free Workplace Form | |
| M | Proposed Sample Contract Exceptions | |
| N | Certificate of Authority to do Business in the State of Florida – Occupational License | |
| O | Florida Department of Business and Professional Regulation- License(s), Certification(s) and/or Registration(s) | |
| P | W-9 Form (*Fill in template provided or submit existing signed copy of your firm's current W-9*) | |

# EXHIBIT B

## ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

Bidder acknowledges receipt of the Following Addenda:

Addendum No. 1, dated: _____ Addendum No. 4, 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 |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

# EXHIBIT C

## STATEMENT OF QUALIFICATIONS

The undersigned guarantees the truth and accuracy of all statements and answers herein contained.

1. How many years has your organization been in business?

_____

2. Have you worked with the Tribe in the past? If so, what was the nature of the services previously provided to the Tribe?

_____

_____

_____

3. Explain your capability to perform the full scope of services.

_____

_____

_____

_____

_____

4. What is the last project of this nature your organization has completed?

_____

_____

5. Have you ever failed to complete work awarded to you? If so, where and why?

_____

_____

6. Provide the following information concerning all contracts on hand as of the date of this proposal submission: (List the information for all co-ventures, if applicable).

| Name of Project Owner | Total Contract Value | Contracted Date of Completion | % Completion to Date |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

(Continue list on separate sheet, if necessary)

7. Have you personally inspected the proposed work, and do you have a complete plan for its performance?

_____

8. Will you subcontract any part of this work?

_____

9. What equipment do you own that is available for--or relevant to--the proposed work? (Continue list on separate sheet, if necessary)

_____

_____

10. What equipment will you purchase for the proposed work? (Continue list on separate sheet, if necessary)

_____

_____

11. What equipment will you rent for the proposed work? (Continue list on separate sheet, if necessary)

_____

_____

12. State the true, exact, correct and complete name of the partnership, corporation, or trade name under which you do business, and the address of the place of business. (If a corporation, state the name of the President and Secretary. If a partnership, state the name of all the partners. If a trade name, state the names of the individuals who do business under the trade name. It is absolutely necessary, that this information be furnished.)

_____

CORRECT NAME OF BIDDER WRITTEN ABOVE

a. The business is a (Sole Proprietorship) (Partnership) (Corporation)

_____

b. The address of principal place of business is:

_____

_____

_____

c. The names of the corporate officers, partners, or individuals doing business under a trade name, are as follows:

_____

_____

Business Name: _____

Signature of Authorized Representative: _____

Print Name: _____

Title: _____

Date _____

# 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 SUB-CONTRACTOR LIST

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

| COMPANY NAME | SPECIALTY |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
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| | |
| | |
| | |
| | |

Business Name: _____

Signature of Authorized Representative: _____

Print Name: _____

Title: _____

Date _____

# EXHIBIT G

# BOND FORMS AND CERTIFICATE OF ABILITY TO OBTAIN PERFORMANCE BONDS

# AIA® Document A312™ – 2010

## Payment Bond

**CONTRACTOR:**
*(Name, legal status and address)*

**SURETY:**
*(Name, legal status and principal place of business)*

**OWNER:**
*(Name, legal status and address)*

**CONSTRUCTION CONTRACT**
Date:
Amount: $
Description:
*(Name and location)*

**BOND**
Date:
*(Not earlier than Construction Contract Date)*

Amount: $
Modifications to this Bond: ☐ None ☐ See Section 18

**CONTRACTOR AS PRINCIPAL**
Company: *(Corporate Seal)*

Signature: _____
Name and Title:

**SURETY**
Company: *(Corporate Seal)*

Signature: _____
Name and Title:

*(Any additional signatures appear on the last page of this Payment Bond.)*

*(FOR INFORMATION ONLY — Name, address and telephone)*
**AGENT** or **BROKER:**

**OWNER'S REPRESENTATIVE:**
*(Architect, Engineer or other party:)*

**ADDITIONS AND DELETIONS:**
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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**User Notes:** (1718896249)

**§ 1** The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

**§ 2** If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

**§ 3** If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

**§ 4** When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

**§ 5** The Surety's obligations to a Claimant under this Bond shall arise after the following:

**§ 5.1** Claimants, who do not have a direct contract with the Contractor,

- **.1** have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- **.2** have sent a Claim to the Surety (at the address described in Section 13).

**§ 5.2** Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

**§ 6** If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

**§ 7** When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

**§ 7.1** Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

**§ 7.2** Pay or arrange for payment of any undisputed amounts.

**§ 7.3** The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

**§ 8** The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

**§ 9** Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.


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**§ 10** The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

**§ 11** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 12** No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**§ 13** Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

**§ 14** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**§ 15** Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

**§ 16 Definitions**

**§ 16.1 Claim.** A written statement by the Claimant including at a minimum:

- **.1** the name of the Claimant;
- **.2** the name of the person for whom the labor was done, or materials or equipment furnished;
- **.3** a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- **.4** a brief description of the labor, materials or equipment furnished;
- **.5** the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- **.6** the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- **.7** the total amount of previous payments received by the Claimant; and
- **.8** the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

**§ 16.2 Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

**§ 16.3 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

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**§ 16.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 16.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**§ 17** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**§ 18** Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

| **CONTRACTOR AS PRINCIPAL** | | **SURETY** | |
|---|---|---|---|
| Company: | *(Corporate Seal)* | Company: | *(Corporate Seal)* |
| Signature: | | Signature: | |
| Name and Title: | | Name and Title: | |
| Address: | | Address: | |

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# *Additions and Deletions Report for*

## *AIA® Document A312™ – 2010*

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:43:03 on 10/09/2012.

*There are no differences.*

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## *Certification of Document's Authenticity*

*AIA® Document D401™ – 2003*

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at Time on Date under Order No. _____ from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A312™ – 2010, Payment Bond, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

*(Signed)*

_____

*(Title)*

_____

*(Dated)*

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# AIA® Document A312™ – 2010

## Performance Bond

**CONTRACTOR:**
*(Name, legal status and address)*

**SURETY:**
*(Name, legal status and principal place of business)*

**OWNER:**
*(Name, legal status and address)*

**CONSTRUCTION CONTRACT**
Date:
Amount: $
Description:
*(Name and location)*

**BOND**
Date:
*(Not earlier than Construction Contract Date)*

Amount: $ 100% of Bid amount
Modifications to this Bond: None See Section 16

**CONTRACTOR AS PRINCIPAL**
Company: *(Corporate Seal)*
Signature:
Name and Title:

**SURETY**
Company: *(Corporate Seal)*
Signature:
Name and Title:

*(Any additional signatures appear on the last page of this Performance Bond.)*

*(FOR INFORMATION ONLY — Name, address and telephone)*
**AGENT** or **BROKER:**

**OWNER'S REPRESENTATIVE:**
*(Architect, Engineer or other party:)*

**ADDITIONS AND DELETIONS:**
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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**User Notes:** (3B9ADA25)

**§ 1** The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

**§ 2** If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

**§ 3** If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

**.1** the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

**.2** the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

**.3** the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

**§ 4** Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

**§ 5** When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

**§ 5.1** Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

**§ 5.2** Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

**§ 5.3** Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

**§ 5.4** Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

**.1** After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

**.2** Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

**§ 6** If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

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**User Notes:** (3B9ADA25)

**§ 7** If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

**.1** the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

**.2** additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

**.3** liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

**§ 8** If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

**§ 9** The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

**§ 10** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 11** Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**§ 12** Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

**§ 13** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**§ 14 Definitions**

**§ 14.1 Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

**§ 14.2 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

**§ 14.3 Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

**§ 14.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 14.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

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**§ 15** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**§ 16** Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

| **CONTRACTOR AS PRINCIPAL** | | **SURETY** | |
|---|---|---|---|
| Company: | *(Corporate Seal)* | Company: | *(Corporate Seal)* |
| Signature: | | Signature: | |
| Name and Title: | | Name and Title: | |
| Address: | | Address: | |

Init.
/
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# *Additions and Deletions Report for*

*AIA® Document A312™ – 2010*

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:25:25 on 05/31/2018.

**PAGE 1**

...

...

Amount: $ 100% of Bid amount

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## *Certification of Document's Authenticity*

*AIA® Document D401™ – 2003*

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at Time on Date under Order No. 1_____ from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A312™ - 2010, Performance Bond, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

*(Signed)*

_____

*(Title)*

_____

*(Dated)*

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# EXHIBIT H-1

## LIST OF RECENTLY COMPLETED PROJECTS AND CONTRACT AMOUNTS

Provide the required information for a minimum of three (3) separate and verifiable projects performed in the past five (5) years. The work listed must be similar in nature to that specified in the solicitation. Use one (1) table/page for each of the three (3) required projects.

| | |
|---|---|
| **Project Name** | |
| **Description of Project** | |
| **Description of Services Performed by Prime Vendor and Subconsultant** | |
| **Start/Completion Date** | |
| **Construction Cost** | |
| **Change Order %** | |
| **Name, Address, Telephone Number, and email of Owner reference** | |
| **Sub-consultant(s)** | |

Business Name: _____

Signature of Authorized Representative: _____

Print Name: _____

Title: _____

Date _____

# EXHIBIT H-2

## LIST OF PAST EXPERIENCE WITH THE TRIBE

SECTION I:

Bidders must select one of the following options and complete the form as instructed.

☐ Firm DOES have experience with the Tribe. (Continue to Section II).
☐ Firm does NOT have experience with the Tribe. (Skip to Section III).

SECTION II:

List previous experience with the Tribe and provide the information requested below for each experience.

Experience #1:

1. Select one: ☐ Pending project / ☐ Completed project
2. Project Name: _____
3. Contact Person: _____
4. Contact Phone and/or Email: _____
5. Project Location: _____
6. Description of Project: _____
   _____
7. Project Performance Date: _____

Experience #2:

1. Select one: ☐ Pending project / ☐ Completed project
2. Project Name: _____
3. Contact Person: _____
4. Contact Phone and/or Email: _____
5. Project Location: _____
6. Description of Project: _____
   _____
7. Project Performance Date: _____

Experience #3:

1. Select one: ☐ Pending project / ☐ Completed project
2. Project Name: _____
3. Contact Person: _____
4. Contact Phone and/or Email: _____
5. Project Location: _____
6. Description of Project: _____
   _____
7. Project Performance Date: _____

SECTION III:

Business Name: _____

Signature of Authorized Representative: _____

Print Name: _____

Title: _____

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 J

## INSURANCE REQUIREMENTS

## (Vendor to Attach Proof of Insurance)

Vendor receiving an award, if any, will be requested to procure and maintain insurance coverage throughout the term of any contractual Contract resulting from this solicitation as follows:

The VENDOR shall procure and maintain for the duration of any contractual Contract resulting from this solicitation the following required insurance, with insurers' financially acceptable and lawfully authorized to do business in the states where TRIBE, conducts operations. Such coverage shall protect VENDOR 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 VENDOR, its agents or representatives.

The VENDOR is responsible for assuring that each subcontractor or subconsultant also carries the required minimum insurance coverage prior to commencement of work and continues such coverage in full force and effect for the duration of any contractual Contract.

**Contractor Minimum Scope of Insurance**

**Contractor's insurance coverage shall include the following minimum limits and coverage:**

1. **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. Other than standard exclusions applicable to pollution, asbestos, mold, employment practices, ERISA and professional liability, there shall be no limitations or exclusions beyond those contained in the standard policy forms which apply to property damage, products and completed operations, contractual liability or construction defects. In addition to procuring and maintaining this insurance during the duration of the contract, Contractor agrees to continue to procure and maintain products and completed operations liability insurance coverage for a minimum of three years after the date the contract is completed or terminated.

2. **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.

3. **Workers' Compensation and Employer's Liability** insurance as is required by statute or law, or as may be available on a voluntary basis.

4. **Property Insurance (Builder's Risk)** the contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising the total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made until no person or entity other than the Owner has an insurable

interest in the property. This insurance shall include interests of the Owner, the Contractor, Subcontractors, and Sub-subcontractors as co –insureds in the Project.

Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damages including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Owner's and Architect's and Contractor's services and expenses required as a result of such insured loss.

5. **Contractors Pollution Liability** insurance – required only if contractor's scope of services include the remediation, treatment, storage or disposal of waste or hazardous materials on or about the project site. Such coverage shall include:

- bodily injury, sickness, disease, death or mental anguish or shock sustained by any person;
- property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;
- products and completed operations

Claims-made coverage is permitted, provided the policy retroactive date is continuously maintained prior to the commencement of contractor's operations, plus an additional period of three years after operations have been completed.

For losses that arise from the insured facility accepting waste or hazardous materials generated under this contract, coverage shall apply to both sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in bodily injury or property damage.

6. **Professional Liability** insurance – required only if contractor's scope of services include architectural, engineering, professional consulting or construction management. Such policy shall cover wrongful acts made by or on behalf of the Professional. 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.

7. **Private Provider Professional Liability -** Certificate of professional liability insurance as required by FS 553.791(16). Proof of insurance for professional and comprehensive liability per occurrence and in the aggregate for any project, relating to all services performed as a building code inspection service.

**<u>Deductibles and Self-insured Retentions</u>**

The funding of deductibles and self-insured retentions maintained by Contractor shall be the sole responsibility of Contractor, including any amounts applicable to deductibles or self-insured retentions applicable to claims involving the Tribe as an additional insured. Any 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:**

**ADDITIONAL INSURED** – The Tribe shall be included as an additional insured by endorsement on Contractor's Commercial General Liability and Contractor's Pollution Liability policies, if applicable, as respects claims or liabilities arising from, or connected with Contractor's work, operations and completed operations, including claims arising from the Tribe's general supervision (if any) of Contractor's work or operations. The additional insured endorsements shall be at least as broad as the current editions of the Insurance Services Offices forms CG 2010 and CG 2037. The contractor shall provide the Tribe with status as an additional insured under CG 2010 during the course of construction, and under CG 2037 for completed operations for three years after project completion. If Contractor or Contractor's agents, subcontractors or employees bring vehicles on the project site, the Tribe shall additionally be included as an additional insured under Contractor's automobile liability policy as respects liability arising from autos used by or on behalf of Contractor.

**WAIVER OF SUBROGATION** - Contractor will provide a Waiver of Subrogation Endorsement to the Tribe, in favor of the Tribe.

**NOTICE OF CANCELLATION** - Modifies an insurance policy to provide notice of cancellation beyond that stipulated in the policy. The endorsement typically stipulates an additional number of days' notice the insurer must provide of its intent to cancel the policy, additional parties that are to receive notice of cancellation, or both.

**PRIMARY COVERAGE** - Contractor's required insurance coverage shall be primary insurance, and any insurance or self-insurance maintained by the Tribe shall be excess of and non-contributory with Contractor's insurance.

## Minimum Limits of Insurance

Contractor shall maintain the following minimum limits of insurance (unless higher limits required by law or statute) for a period no less than the term of the executed service Contract or construction contract:

***** Please see chart below for applicable amounts based on contract total *****

| Policy Type | Description | Contract Values | | | |
|---|---|---|---|---|---|
| | | 0 - 1M | 1M-5M | 5M-10M | 10M - UP |
| **General Liability** | Per Occurrence, Bodily Injury and Property Damage Liability | 1,000,000 | 2,000,000 | 5,000,000 | 10,000,000 |
| | Aggregate Per Offense, Personal and Advertising Injury Liability | 1,000,000 | 4,000,000 | 5,000,000 | 10,000,000 |
| | Products and Completed Operations Policy Aggregate | 1,000,000 | 4,000,000 | 5,000,000 | 10,000,000 |
| | General Aggregate Applicable to Claims Other Than Products and Completed Operations | 2,000,000 | 4,000,000 | 5,000,000 | 10,000,000 |
| **Automobile Liability** | Combined Bodily Injury and Property Damage Liability Per Accident for Bodily Injury and Property Damage. | 1,000,000 | 1000000/2,000,000 | 2,000,000/4,000,000 | 2,000,000/4,000,000 |
| **Employers Liability** | Per Accident for Bodily Injury by Accident or Disease | 1,000,000 | 500,000 | 500,000 | 500,000 |
| | Disease Aggregate | 1,000,000 | 500,000 | 500,000 | 500,000 |
| **Contractors Pollution Liability** | Per Occurrence | | 1,000,000 | 2,000,000 | 2,000,000 |
| | Aggregate | | 2,000,000 | 4,000,000 | 4,000,000 |
| **Pollution Legal Liability** | Per Incident Hazardous Waste Disposal Facilities | | 2,000,000 | 2,000,000 | 2,000,000 |
| | Annual Aggregate | | 4,000,000 | 4,000,000 | 4,000,000 |
| | All Other Disposal Facilities | | | | |
| | Aggregate | | | | |
| **Professional Liability** | Each Wrongful Act if Professional's Contract with the Tribe Exceeds | 1,000,000 | 1,000,000 | 5,000,000 | 5,000,000 |
| | Each Wrongful Act Limit Shall Apply Separately to this Project | 2,000,000 | 1,000,000 | 4,000,000 | 4,000,000 |
| **(Threshold Inspections) Private Provider Professional & Comprehensive Liability** | Per Occurrence | 1,000,000 | 1,000,000 | 2,000,000 | 2,000,000 |
| | Aggregate | 2,000,000 | 2,000,000 | 4,000,000 | 4,000,000 |

# EXHIBIT K

## FIRM CERTIFICATION

I/we make the following certifications and assurances as a required element of the Request for Qualifications, 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 Vendor, 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

## PROPOSED SAMPLE CONTRACT EXCEPTIONS

**Instructions:** Mark the appropriate choice below and sign this exhibit.

_____ Firm accepts the Sample Contract without exception.

***OR***

_____ Firm proposes exceptions or modifications to the Sample Contract. Firm must submit proposed revisions that clearly tracks proposed modifications, and (ii) a written explanation or rationale for each exception or proposed modification.

**Firm:**

Business Name: _____

Signature of Authorized Representative: _____

Print Name: _____

Title: _____

Date _____

Unless written exceptions to the accompanying Sample Contract are included with the RFP, Vendors accept the provisions as presented therein without revision.

# EXHIBIT N

## CERTIFICATE OF AUTHORITY TO DO BUSINESS IN THE STATE OF FLORIDA – OCCUPATIONAL LICENSE

**(To be attached by Vendor)**

# EXHIBIT O

## FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S), CERTIFICATIONS(S), AND/OR REGISTRATION(S)

**(To be attached by Vendor)**