



SEMINOLE TRIBE OF FLORIDA INVITATION TO BID

Solicitation No.: ITB 67-2024

Title: Building Waterproofing & Painting (Taft Street)

Description: The Building & Grounds Department of the Seminole Tribe of Florida is requesting bids from qualified contractors to provide waterproofing and painting services needed at the Seminole Tribe's Taft Street Buildings located outside of the Hollywood Reservation.

Solicitation Release Date: August 23, 2024

Pre-Bid Conference: September 4, 2024 @ 10:00 AM (ET) **(MANDATORY)**
6363 Taft Street,
Hollywood, FL 33024

Deadline for Questions*: September 11, 2024 @ 5:00 PM (ET)

Bid Due Date: September 25, 2024 @ 5:00 PM (ET)

Contact Person(s)*: To: KylaRedmond@semtribe.com
Cc: BidSubmissions@semtribe.com
Contact instructions are detailed in Section IV, Paragraph 4.

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

SECTION I – GENERAL INFORMATION

1. 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION III – QUALIFICATIONS REQUIREMENTS

1. GENERAL QUALIFICATIONS

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

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

- Be the prime contractor and will not subcontract out any work or partner with another firm unless explicitly authorized in writing by the TRIBE.
 - The TRIBE must approve in advance any subcontractors related to this work. Bidders must clearly disclose in their bids any known or expected use of subcontractors. Failure to make such disclosure at the time of bid may result in rejection of the subcontractor and the resulting agreement. The TRIBE reserves the right to reject any subcontractors which, in the TRIBE’s sole opinion, are unfit to work on this project.
- Hold a current certified license applicable to these services, as described in this solicitation. The prime contractor and all subcontractors shall meet licensure requirements to perform work in the State of Florida, and must provide evidence of State or County licensure, as shown below:
 - State – Certified General Contractor; OR Certified Building Contractor; OR
 - County – Registered Contractor Class “A”; OR Registered Contractor Class “B”; OR Certificate of Competency (Contractor License)
- 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. NOTICE REGARDING LOCATION:

- Attendees shall respect common parking etiquette and shall not double-park, block another vehicle, block the road, or park on the grass, curb, or other unmarked spaces.
- A shuttle will NOT be available for prospective bidders to board.

2.4. QUESTIONS:

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

2.5. GENERAL:

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION IV – SUBMISSION REQUIREMENTS & INSTRUCTIONS

1. 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 5, to confirm BIDDER's submission includes each applicable completed form.
- Compliance Documents – As described below (*Exhibit M*):
 - A signed copy of BIDDER's existing W-9;
 - A copy of BIDDER's Certificate of Insurance;
 - A copy of BIDDER's Florida Certificate of Authority or Florida Business Tax Receipt to prove authority to do business in the State of Florida. If incorporated elsewhere, similar document(s) from other state are acceptable; and
 - A copy of licenses, certificates, or registrations, as defined in this solicitation.
- All other required exhibits according to Section IV, Paragraph 5 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.

2. PRICE

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

Regarding *Exhibit A – Schedule of Values* “Options” tab: The TRIBE may opt for zero (0), one (1), or both options. Upon reviewing submissions and awarding the project, the TRIBE will notify the awarded CONTRACTOR which option(s) was selected.

3. SUBMISSION INSTRUCTIONS

Electronic submissions in response to this solicitation must be emailed to the Contact Person(s) listed in Section IV, Paragraph 4 by the Bid Due Date and time detailed in this solicitation.

The TRIBE has an email size limit of 15MB per email. Larger files must be split into 15MB emails and sent separately.

Physical correspondence, flash drives, or any other physical media shall 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, accordingly:

- **Subject Line:** ITB 67-2024 – [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.

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

Submissions must be clear, concise, organized, legible, and easy to read and navigate. Submissions may be returned to BIDDER and required to be reorganized and resubmitted.

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. 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: KylaRedmond@semtribe.com Cc: BidSubmissions@semtribe.com
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.

5. ATTACHMENTS & EXHIBITS

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

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

5.1. ATTACHMENTS:

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

5.2. EXHIBITS:

Exhibit	Description	Submission Instructions	BIDDER's Initials
Exhibit A	Schedule of Values	Review all tabs and fill-in required information. Provide two (2) copies of this document, as described below: <ul style="list-style-type: none"> • A filled-in and signed version in PDF format • A filled-in and unsigned version in .xlsx Excel format 	
Exhibit C	Qualifications 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. If no subcontractors are expected to be used, please note, sign, and submit.	
Exhibit G	Acknowledgement of Project Conditions	Sign and submit.	

Exhibit	Description	Submission Instructions	BIDDER's Initials
Exhibit H-1	List of Recently Completed Projects and Contract Amounts	Complete, sign, and submit.	
Exhibit H-2	List of Past Experience with the Tribe	Complete, sign, and submit. If no past experience with the TRIBE, please note, sign, and submit.	
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. Review this attachment's requirements in Section IV, Paragraph 1 "Compliance Documents." This file must be clearly labeled in BIDDER's submission as <i>Exhibit M</i>.</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.	

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ATTACHMENT A
SCOPE OF WORK

1. INTRODUCTION

The TRIBE is requesting bids from qualified contractors to waterproof and paint the Taft Street building(s) located off reservation in Hollywood, in accordance with the specifications listed in this solicitation.

2. PROJECT DETAILS

CONTRACTOR shall perform the following:

2.1. WATERPROOFING:

- CONTRACTOR shall pressure clean all exterior building surfaces except roof. Masonry, stucco walls, beams, columns, covered entry, trim, exterior ceilings, and soffits are to be pressure cleaned. Follow all recommendations in Section IX, part ii “Pressure Cleaning” and the attached Sherwin-Williams specifications (*Attachment C – Sherwin Williams Specifications*).
- CONTRACTOR shall remove (and reinstall upon painting) all wall signage, fire extinguishers, awnings, and other removable items before working on walls. Items to be stored by the TRIBE once removed by CONTRACTOR and until reinstallation by CONTRACTOR.
- CONTRACTOR shall examine the stucco for signs of cracking, separation from wall, or other damage. All loose or broken stucco must be removed and repaired/replaced. Particular attention should be paid to the six-foot-high (6’) stucco band at the top of the buildings (from the top of the third-floor (3rd) windows to the top of the parapet wall). This area shall be visually and physically investigated around the entire perimeter of both buildings to verify if stucco is sound and uncracked.
 - BIDDER shall include the cost of a minimum of one-hundred-fifty square feet (150 sqft) of stucco removal and replacement in their bid for each building.
- Any cracked stucco shall be repaired by CONTRACTOR per Paragraph 2.4.4. “Exterior Stucco Surfaces” and the attached Sherwin-Williams specifications (*Attachment C*).
- Seal and prepare all stucco and masonry surfaces to be coated per Paragraph 2.4.4. “Exterior Stucco Surfaces” and the attached Sherwin-William specifications (*Attachment C*).
- All existing caulking at doors frames, window frames, thresholds, penetrations, scuppers, drains, vents, and joints is to be removed and new caulk installed.

2.2. PAINTING:

- Painting services shall include:
 - Walls, beams, columns, tops and insides of parapets, exterior ceilings, soffits, rooftop stair enclosure-all previously painted stucco surfaces

- Pipes and conduits, louvers, drip edge, flashings, wall mounted equipment racks, dumpster enclosure walls, and gates, gutters, and downspouts
- Previously painted doors and frames (excluding storefront glass doors and windows)
- Bollards
- Fire riser/FDC/fire pipes
- CONTRACTOR shall own and use a wet film thickness gauge to check the application thickness as work proceeds.
- All sides and top of roof parapet walls are included in the Scope of Work and shall be painted by CONTRACTOR.
- Paint Colors shall be as listed below:
 - Sherwin-Williams SW 7541 Grecian Ivory (most walls)
 - Sherwin-Williams SW 7054 Oak Leaf Brown (upper walls/band at roof level, covered entry columns and roof, columns between windows)
 - Door color to be SW 7054 Oak Leaf Brown (excluding storefront doors and windows)
 - Bollards to be Safety Yellow
 - Fire riser/FDC/fire pipes to be Safety Red
- Choice of color may determine how many coats will be required to cover existing colors. CONTRACTOR shall apply the appropriate number of coats to fully cover the existing colors.
- CONTRACTOR shall provide samples of each color for owner approval prior to proceeding with the work.
- Upon conclusion of the project, CONTRACTOR or paint manufacturer/supplier shall furnish a coating maintenance manual, such as Sherwin-Williams “Custodian Project Color and Product Information” report or equal. Manual shall include at a minimum:
 - Area summary with finish schedule
 - Area detail designating where each product/color/finish was used
 - Product data pages
 - Material Safety Data Sheets
 - Care and cleaning instructions
 - Touch-up procedures
 - Color samples of each color and finish used

2.3. COATING SYSTEMS:

- All coating systems products shall be manufactured by Sherwin-Williams and shall be provided by CONTRACTOR as specified by Sherwin-Williams, and in quantities as determined by CONTRACTOR. Refer to the attached Sherwin-Williams Specifications (*Attachment C*), for product specifications and applications.
- The paint shall be used and applied per label and data sheet instructions. The material shall not be thinned or modified in any way unless specified herein. Manufacturer’s recommendation for proper surface preparation shall be followed. All data sheets on specified materials are available from your local Sherwin-Williams representative or www.paintdocs.com.

- All paint and sundries at the job site shall be available for inspection at any time upon commencement of the job by the TRIBE, TRIBE's agent, or a Sherwin-Williams representative.
- If instructions contained in this specification, bid documents, or painting schedule are at variance with the paint manufacturer's instructions or the applicable standard, and codes listed, surfaces shall be prepared and painted to suit the higher standard, as determined by Sherwin-Williams or the TRIBE.

2.4. SURFACE PREPARATION:

2.4.1. General Requirements:

- Proper surface preparation is the responsibility of CONTRACTOR. Surfaces shall be prepared in accordance with methods accepted as industry standards. Test applications of each coating are the responsibility of CONTRACTOR, to ensure compatibility with the substrate, and adhesion and other characteristics of the new coating, as well as any previous coatings.
- Certain colors and/or materials may require more than one coat to properly cover the existing substrate color, and allowances must be made for this, and coverage determined prior to the beginning of the job.
- Maintenance painting will frequently not permit or require complete removal of all old coatings prior to repainting. However, all surface contamination such as oil, grease, loose paint, mill scale, dirt, foreign matter, rust, mold, mildew, and sealers must be removed to assure sound bonding to the tightly adhering old paint. Glossy surfaces of old paint films must be clean and dull before repainting. Peeling surfaces must be removed where previous coats of paint were improperly prepared in the past.
- Each surface shall be cleaned, scraped, sanded, and prepared by CONTRACTOR as required to complete the remainder of the scope.
- CONTRACTOR is responsible for the finish of their work.
- Should any surface be found unsuitable to produce a proper paint or sealant finish, the project representative shall be notified, in writing, and no materials shall be applied until the unsuitable surfaces have been made satisfactory. Commencing work in a specific area shall be construed as acceptance of surfaces and thereafter as fit and proper to receive finish.
- CONTRACTOR shall be fully responsible for satisfactory work.
- All deteriorated or delaminated substrates (i.e. wood, stucco and masonry surfaces) shall be replaced with new materials. New substrates will be box primed (6 sides) before installation in accordance with specifications. Delaminating substrate is defined as a substrate surface that paint is being applied to lifting or peeling away from the previous coating/s or original substrate/s.
- Aggressive cleaning techniques, necessary for proper preparation of the surface, may uncover some hidden defects or structural problems in the substrate. If this happens, work should cease until an equitable solution can be reached between the TRIBE and CONTRACTOR.

2.4.2. Pressure Cleaning:

- The pressure cleaning portion of the Scope of Work for this solicitation shall be performed by CONTRACTOR or their subcontractor(s).
- CONTRACTOR shall:
 - Pressure clean with a minimum three thousand two hundred (3200) PSI pressure washer using a fifteen (15) to twenty-five (25) degree spray tip, to remove peeling, blistering and flaking paint, loose rust and mill scale, excessive chalk residue, salt and other foreign matter, and by means of wire brushing or hand tool scraping if necessary.
 - Chemically clean with a bleach solution of 1 gallon of liquid household bleach and three (3) gallons of warm water, or similar solution to remove all mildew.
 - Apply the solution and scrub the mildewed area.
 - Allow the solution to remain on the surface for ten (10) minutes.
 - Rinse thoroughly with water and allow the surface to dry before painting.
 - Wear protective eyewear, waterproof gloves, and protective clothing. (Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution.)
 - Not start the pressure cleaning procedure unless sealing will follow within two (2) to three (3) weeks. Any longer and additional pressure cleaning may be necessary.

2.4.3. Exterior Stucco Sealer:

- All stucco surfaces are to be pressure cleaned and free of any surface contamination and any moisture prior to application of any coatings.
- After cleaning, if there is still chalk evident this should be brought to the TRIBE's attention in writing and approved by the TRIBE before CONTRACTOR performs any further work.
- Use an industry accepted patch or filler to assure a visually aesthetic finished substrate.
- Any masonry surface shall be thoroughly tested to assure the surface pH levels are within the accepted range of coating/s to be applied.
- Any new stucco patch shall be primed with Sherwin-Williams Loxon Concrete Masonry Primer/Sealer Latex (LX02W50) (applied 5.3-8 mils).
- All previously weather exposed coated areas shall be sealed with a uniform coat of Sherwin-Williams Loxon Acrylic Conditioner (LX03w100 series) (applied two hundred (200) to three hundred (300) Square Feet (sq. ft.) per gallon) to all exposed surfaces prior to painting or patching.

2.4.4. Exterior Stucco Surfaces:

- CONTRACTOR shall:
 - Carefully smooth out all patches that are done on the building. All loose or broken stucco shall be removed and repaired/replaced (see below).
 - After mildewcide and pressure cleaning, CONTRACTOR shall apply sealer prior to repairing cracks.

- CONTRACTOR shall repair all hairline cracks one sixteenth of an inch (1/16") inch or less wide as required using Sherwin-Williams Concrete and Masonry Elastomeric Patching Compound (smooth or textured). The edges shall be feathered to insure a uniform surface with the surrounding surfaces.
- All masonry cracks from one sixteenth of an inch (1/16") to three eights of an inch (3/8") shall be routed out to a uniform size by mechanical methods.
- CONTRACTOR shall clean out crack with water and allow to completely dry.
- CONTRACTOR shall Seal with Sherwin-Williams Concrete and Masonry Elastomeric Patching Compound (smooth or textured). For cracks deeper than half of an inch (1/2") or wider than one fourth of an inch (1/4").
- Backer rods shall be used to fill the gap and to eliminate three point adhesions. See data sheet for additional information.
- CONTRACTOR shall completely fill all cracks with brush grade sealant over the patch to cover it to a depth of one sixteenth of an inch (1/16") then feathered to blend in with the surrounding stucco surface and texture as closely as possible.
- At any areas where spalling is evident, the area is to be treated by removing all affected loose stucco or concrete, then chipping out enough stucco or concrete to adequately expose the affected area and several inches of non-rusty metal. All exposed metal surfaces shall be wire brushed to remove all surface rust, then primed with Sherwin-Williams Pro-Cryl Primer B66W310. After sealing, the area shall then be patched to blend in with the surrounding area. Work to be performed on a unit cost basis per agreed change order.

2.4.5. Exterior Masonry Surfaces:

- Brick and masonry shall be free of dirt, loose or peeling paint, loose and excess mortar, delaminating layers of the masonry, and foreign material. All masonry should be allowed to weather for at least one year followed by wire brushing to remove efflorescence. Treat the bare masonry with one coat of Loxon Conditioner. Any areas of breakage shall be patched and dried using specified Sherwin-Williams patching compound in accordance with Product Data Sheet instructions before coatings are applied.

2.4.6. Exterior Metal Surface:

- Upon pressure cleaning, CONTRACTOR shall:
 - Prepare painted surfaces that are in good condition to receive new paint.
 - De-gloss existing paint surfaces with light sanding where needed and clean surface to remove dust, grease and contaminants. To remove persistent dirt, wash surfaces with a mild detergent or with a commercial product recommended for cleaning painted surfaces.
 - Remove any areas of loose or peeling paint or rust. Hand tool removal (wire brushing, sanding or scraping) is preferred, unless a large area is to be removed. If power tools are used to remove loose paint or rust, care must be taken to prevent polishing the surface which could reduce paint adhesion.

- Repair small holes and dents by sanding to bare metal, then patching with an appropriate epoxy filler or automotive body filler. All areas of bare or exposed metal shall be primed immediately after cleaning to prevent corrosion or contamination. Refer to the attached Sherwin-Williams specifications (*Attachment C*) for primer specifications and additional information.
- All galvanized gutters and flashing shall be thoroughly cleaned and sanded to remove loose and peeling paint. Any bare galvanized metal shall be wiped down with a non-petroleum solvent cleaner.
- All ferrous metals shall be thoroughly cleaned and all loose rust or mill scale be removed by wire brush, scraper and/or power tool, such as an electric drill with wire brush attachment. Any rust spots or bare metal should receive the specified prime coat.
- Any hard, glossy surfaces shall be sanded or dulled. Previously painted handrails in sound condition shall be washed down with a strong degreasing cleaner such as Krud Kutter, M-1 House Wash or Simple Green.

2.4.7. Caulking:

- CONTRACTOR shall inspect all exterior joints.
- All existing caulking shall be removed as well as any dirt and/or foreign matter, and then properly replaced with Sherwin-Williams sealant as specified.
- CONTRACTOR shall seal all perimeter joints around window frames and door frames, and any stucco band, expansion joints, at the joints where dissimilar materials meet, and or other areas where water intrusion may result.
- CONTRACTOR shall Remove old caulk and recaulk joints where caulk was previously applied, including penetrations and flashings. Tool after application to match the surrounding surfaces. Allow sealant to cure for specified time in dry weather before paint is applied.
 - NOTE: It is recommended to apply all primers first and then apply sealant before topcoat is applied. See specified sealants section.

2.5. COATINGS AND APPLICATION:

2.5.1. General Requirements:

- All coatings shall be as specified in the Coating Schedule of the attached Sherwin-Williams Specifications (*Attachment C*).
- All materials shall be applied in accordance with the product data page in regard to weather conditions.
- CONTRACTOR shall stop exterior work early enough in the day to permit paint film to set up before condensation caused by night temperature drops occurs.
- CONTRACTOR shall not begin painting until surfaces are moisture free.
- Exterior painting shall not be performed immediately after a rain, during foggy weather, when rain is predicted, or when the temperature is below fifty degrees Fahrenheit (50°F).

- CONTRACTOR shall remove and protect hardware, accessories, device plates, lighting fixtures, factory finished work, and similar items or provide ample in-place protection.
- Upon completion of each area, CONTRACTOR shall carefully replace all removed items.
- CONTRACTOR shall cover all electrical panel box covers and doors before painting walls. Omit if covers have been previously painted.
- Materials shall be applied under adequate illumination, evenly spread and flowed on smoothly to avoid runs, sags, holidays, brush marks, air bubbles and excessive roller stipple. The finished paint film should be a consistent color and sheen to provide a uniform appearance.
- All coats shall be dry to manufacturer's instructions before applying additional coats.
- Any masonry surface with an elevated pH level or "hot spots" shall be sealed with a suitable primer/sealer prior to application of finish coat. High pH is considered at a level of twelve (12) pH or greater.
- When spray painting is specified, CONTRACTOR shall finish one hundred square feet (100 sqft) by spraying a sample of finish upon request of owner. This shall be finished with materials specified and shall be called a Pilot Wall.
- Exterior doors with paintable tops, bottoms, and side edges should be painted or sealed using the Sherwin-Williams paint specification and recommendations.
- Elastomeric coatings shall not be applied directly over pre-existing elastomeric coatings.
- CONTRACTOR shall keep surface dust, dirt and debris free before, during, and after painting, until paint is cured.
- CONTRACTOR shall execute work in accordance with label directions. Coating application shall be made in conformance to this specification and to the manufacturer's paint instruction on the labels and Product Data Sheets.
- All work shall be accomplished by persons with the necessary skill and expertise and qualified to do the work in a competent and professional manner.
- All shrubbery, outside carpeting and sprinkler systems shall be fully protected against damage during each stage of the painting project.
- CONTRACTOR shall paint all previously painted surfaces. Any potentially hazardous substrate shall be reviewed with the TRIBE and/or the TRIBE's Project Manager. All necessary safety precautions must be fully taken to ensure worker's safety.
- All exterior substrates designated not to receive paint coatings shall be kept free of paint residue, i.e., windows, outdoor carpeting, walkways, etc.
- Normal safety and "wet paint" signs, necessary lighting and temporary roping off around work areas shall be installed and maintained in accordance with OSHA requirements while the work is in progress.
- CONTRACTOR shall advise the TRIBE of those areas in which work is to be performed sufficiently in advance of the work schedule to permit the TRIBE to prepare for the work, advise residents, move vehicles, etc.
- CONTRACTOR shall not paint over any code required labels or any equipment identification, performance rating, name or nomenclature plates.

- Coverage and hide shall be complete. When color, stain, dirt, or undercoats show through final coat of paint, surface shall be covered by additional coats until paint film is of uniform finish, color, appearance and coverage (regardless of amount of coats specified).
- Whenever possible, exterior work shall be performed from the exterior of the building. However, in the event it becomes necessary to enter the building the TRIBE's Project Manager shall be present for access and be in attendance for building entry.
- All metal(s) must be spot primed before top coating, as needed. Carefully ensure that any existing rust is prepared as per Paragraph 2.4.6 "Exterior Metal Surface", prior to priming. All areas to be painted shall be spot primed with the appropriate primer as listed above. Any galvanized metal, aluminum, or glossy finished metals to be painted shall be solvent cleaned, with a non-hydrocarbon-based solvent, and then primed. After spot priming apply a prime coat over the entire surface using the specified primer.
- Parking Lot Bollards: CONTRACTOR shall prime as directed, apply Sherwin Williams Hydrogloss (B65W181) applied at 5.0 mils wet.

2.5.2. Caulks and Sealants:

- All caulks and sealants shall be as specified in the attached Sherwin-Williams Specifications (*Attachment C*).

2.5.3. Waterproofing System (Parapet Walls and Caps):

- All waterproofing coatings and materials shall be as specified in the attached Sherwin-Williams Specifications (*Attachment C*).
- The entire surface of all parapet walls, parapet caps, and exterior facing parapet walls to a distance of six feet (6') minimum below top of parapet, including projecting soffit below parapet, shall be waterproofed on both buildings.

2.6. ADDITIONAL CONTRACTOR RESPONSIBILITIES:

- CONTRACTOR shall protect areas and materials not being painted from damage.
- On a daily basis, CONTRACTOR shall clean up, ensure that floors, sidewalks, and parking areas are clean.
- Any ladders, lifts, scaffolds, cranes, hoists, material handling equipment, safety gear, tools, vehicles, trailers or other equipment needed to complete this scope of work shall be provided by the CONTRACTOR and included in the proposal.
- CONTRACTOR shall supply all necessary labor, materials and equipment necessary for the total completion of the required work as per the Scope of Work.
- CONTRACTOR shall be responsible for and use care in the protection of the TRIBE's property; such as screens, windows, shrubbery, and walkways, and shall protect other areas not in this Scope of Work from paint and/or damage. If such damage occurs, CONTRACTOR shall be solely responsible for the restoration of such damages as the result of CONTRACTOR or any employees of CONTRACTOR.

- Upon completion of work, CONTRACTOR shall remove all paint droppings and overspray from floors, glass, concrete and other surfaces not specified to be painted.
- All work shall be performed in a workmanlike manner by skilled laborers 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, providing a qualified English-speaking foreman on the jobsite at all times.
- CONTRACTOR shall ensure that all such mechanics shall be fully and properly clothed, in identifiable uniforms while working on the premises or entering any part of the work area.
- All tools, materials, and equipment shall be secured at the end of each workday. Upon completion of the work, CONTRACTOR shall promptly (daily) remove all debris and shall leave the premises of the jobsite clean and orderly.
- CONTRACTOR shall deliver, or have delivered, necessary materials in unopened containers with the original labels and batch numbers clearly visible. All materials shall be used in strict adherence to the manufacturer's written specifications and/or label directions.
- CONTRACTOR shall arrange with the TRIBE's Project Manager for working space, space for material storage, and proper access to the areas where the work is to be performed.
- CONTRACTOR shall be responsible for coordination of the work with the other crafts and CONTRACTOR working on the same job and with the TRIBE.

2.6.1. Options (Alternate Work Items):

- CONTRACTOR shall provide pricing for the following items as an add-alternate, which may be selected for inclusion in the project at the TRIBE's discretion.
- Remove existing silicone glazing sealant from exterior windows and apply new glazing sealant per Sherwin-Williams recommendation/specification.
 - Included with the price for this service, BIDDER shall provide a brief assessment of whether this service is required at this time or not.
- BIDDER shall provide cost per square foot to remove and replace any additional stucco as needed (beyond the one-hundred-fifty square feet (150 sqft) included in base bid per building).

2.6.2. 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.
- 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

The following items listed below are excluded from this Scope of Work, and CONTRACTOR shall not perform any work on the following areas/ items:

- Pedestrian walkway floors, pavers, sidewalks, and vehicular traffic areas
- Cameras, antennas, light fixtures, poles, and electrical devices
- Windows and storefront doors
- Roof
- Railings and fences
- Any other surface or item not specifically excluded or included in CONTRACTOR's Scope of Work

5. TRIBE'S RESPONSIBILITIES

- The TRIBE will provide proper water and electric service for CONTRACTOR's use, where possible. Use of sanitary facilities shall be by mutual consent.
- The TRIBE will be responsible to remove or protect loose objects in the work area that are not included in this Scope of Work. If such items are not removed, CONTRACTOR shall exercise due diligence to protect any such items but will not be responsible for any damages.
- The TRIBE will be responsible for providing proper parking space for vehicles and equipment, as necessary to complete all work.
- It shall be the responsibility of the TRIBE to perform any trimming or pruning of foliage necessary to prevent any problems with the requirements of the coating work.

6. LOCATION OF SERVICES

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

Location 1: 6363 Taft Street, Hollywood, FL 33024

Location 2: 6365 Taft Street, Hollywood, FL 33024

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
SHERWIN WILLIAMS SPECIFICATIONS
(Attached separately as .pdf)

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

EXHIBIT C
QUALIFICATIONS 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 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 H-1**LIST OF RECENTLY COMPLETED PROJECTS AND CONTRACT AMOUNTS**

Provide the required information for a minimum of three (3) separate and verifiable projects contract amounts to be included on another line. The work listed must be similar in nature to that specified in the solicitation.

1. Client Name: _____
 - a. Client Address _____
 - b. Client Phone _____
 - c. Contact Person _____
 - d. Project Name _____
 - e. Location of Project _____
 - f. Description of Project _____
 - g. Project Performance Date _____
 - h. Contract Amount _____

2. Client Name: _____
 - a. Client Address _____
 - b. Client Phone _____
 - c. Contact Person _____
 - d. Project Name _____
 - e. Location of Project _____
 - f. Description of Project _____
 - g. Project Performance Date _____
 - h. Contract Amount _____

3. Client Name: _____
 - a. Client Address _____
 - b. Client Phone _____
 - c. Contact Person _____
 - d. Project Name _____
 - e. Location of Project _____
 - f. Description of Project _____
 - g. Project Performance Date _____
 - h. Contract Amount _____

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 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
_____	_____
_____	_____
_____	_____