



SEMINOLE TRIBE OF FLORIDA REQUEST FOR PROPOSAL

Solicitation No.: RFP 30-2024

Title: Lab Services (Tribal-wide)

Description: The Environmental Resource Management Department (ERMD) of the Seminole Tribe of Florida is requesting proposals from qualified contractors to provide laboratory services to analyze the chemical and biological attributes of water and soil samples Tribal-wide, as needed.

Solicitation Release Date: March 5, 2024

Deadline for Questions*: March 19, 2024 @ 5:00 PM (ET)

Proposal Due Date: April 5, 2024 @ 5:00 PM (ET)

Contact Person(s)*: TO: BidSubmissions@semtribe.com
CC: Mariela Velazquez | MarielaVelazquez@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,” “Bidder,” and “Contractor” are used interchangeably in this document to refer to respondents of this RFP.

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.

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. 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.

5. 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.

6. 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.

7. GRANT FUNDING

The TRIBE and CONTRACTOR acknowledge that the services solicited under this solicitation are fully or partially funded by federal funding through the Water Pollution Control Program (WPCP) grant number BG-01D16920 of the Environmental Protection Agency (EPA). The TRIBE and CONTRACTOR further acknowledge and agree that the services solicited herein will comply with the regulations generally applicable to the grant program. Specifically, all applicable terms and conditions included in this grant shall apply.

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SECTION II – SCOPE OF WORK

1. PROJECT DETAILS

Details regarding this scope of work, including CONTRACTOR responsibilities, technical requirements, term/duration, etc., are available for BIDDER's review via *Attachment A – Scope of Work*. Bidders are expected to review this document in full to become familiar with the Scope of Work.

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SECTION III – QUALIFICATIONS REQUIREMENTS

1. GENERAL QUALIFICATIONS

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

- Be the prime contractor and will only subcontract out work or partner with another firm if explicitly authorized in writing by the TRIBE.
 - The TRIBE must approve in advance any subcontractors related to this work. Bidders must clearly disclose in their proposals 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.
- Have a minimum of three (3) 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. NOTICE

- CONTRACTOR may only perform test methods for which it currently holds a Certification from the National Environmental Laboratory Accreditation Program (NELAP).
- CONTRACTOR must notify the TRIBE immediately whenever CONTRACTOR is unable to perform the necessary test method due to NELAP certification problems or any other reason.
- BIDDER must include in their bid submission a copy of all applicable certifications as *Attachment G – Compliance Documents*.

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.
- Cover Letter & Executive Summary – As described below (*Attachment F*):
 - A cover letter, including BIDDER's name, address, phone number(s), and email, along with the signature of BIDDER's authorized representative; and
 - An executive summary, including a brief company overview.
- Compliance Documents – As described below (*Attachment G*):
 - 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;
 - If not registered in the State of Florida, BIDDER shall provide evidence of authority to conduct business as an out-of-State corporation in the State of Florida.
 - A copy of certificates as defined in this solicitation, to include but not be limited to the following:
 - Florida DOH Laboratory Scope of Accreditation
 - National Environmental Laboratory Accreditation Program (NELAP) Accreditation
- Professional Qualifications – Professional qualifications detailing BIDDER's experience, resources, qualification, capabilities, and past performance in providing this type of service (*Attachment H*). Must illustrate BIDDER's capability to perform the full scope of services. Must also include staff-level qualifications, such as graduate and post-graduate level degrees and subject areas.
 - Must clearly state BIDDER has active NELAP Accreditation.
- Proposed Methodology – A written summary detailing the proposed approach and methodology for providing these services (*Attachment I*).
- List of Tests – A comprehensive listing of all tests BIDDER is certified to perform with the associated EPA method number (*Attachment J*). Must clearly state if BIDDER does or does not have the capacity or capability to perform analyses for the analytes mentioned in *Attachment C – Analytes to be Measured*.
- Quality Assurance Management Plan – A copy of BIDDER's DEP or EPA-approved Quality Assurance Management Plan, to include qualifications of the QA/QC Manager, frequency of laboratory quality control measures (duplicates, spikes, etc.), and policy on errors (*Attachment K*).
- All other required attachments, exhibits, and forms, 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.

BIDDER is not required to provide all categories/types of lab services and may choose to bid on one (1), some, or all categories/types of lab services described in this solicitation. BIDDER will not be disqualified or ranked lower for bidding on one or some categories/types of lab services rather than all categories/types of lab services.

- BIDDER that provides lab service only in certain regions of Florida are advised to bid even if BIDDER is not able to provide service at all the TRIBE’s reservations.

2. PRICE

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

All prices are to include all miscellaneous and environmental fees. The cost of each lab test will be the exact amount shown on the invoice at time of payment. The TRIBE will not be responsible for payment of any fees not listed by BIDDER in its proposal.

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 Proposal Due Date and time detailed in this solicitation.

- 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 for questions: RFP 30-2024 – [BIDDER’s Company Name] – Question
- Subject Line for submission: RFP 30-2024 – [BIDDER’s Company Name] – Submission
 - 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, and easy to read and navigate. Submissions not organized in the order shown above may be returned to BIDDER and required to be reorganized and resubmitted.

In order to fairly evaluate all responses, bidders should 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:

TO: BidSubmissions@semtribe.com
CC: Mariela Velazquez | MarielaVelazquez@semtribe.com

Bidders shall not contact any other employee of the TRIBE for information with respect to this solicitation. Any violation of the restriction imposed above regarding correspondence may constitute grounds for rejection of a response at any time.

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

5. ATTACHMENTS & EXHIBITS CHECKLIST

BIDDER must initial next to each required Attachment and Exhibit listed in the tables below to confirm BIDDER's submission includes the completed form.

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	Analytes to be Measured	Review information. Initial in next cell to confirm this document has been reviewed. No further action needed.	
Attachment D	Sample Agreement	Review information. Initial in next cell to confirm this document has been reviewed. No further action needed.	
Attachment E	Reservations Field Office Maps	Review information. Initial in next cell to confirm this	

Attachment	Description	Submission Instructions	BIDDER's Initials
		document has been reviewed. No further action needed.	
Attachment F	Cover Letter & Executive Summary	To be submitted by BIDDER. Review this attachment's requirements in Section IV, Paragraph 1 "Cover Letter & Executive Summary." This file must be clearly labeled in BIDDER's submission as <i>Attachment F</i> .	
Attachment G	Compliance Documents	To be submitted by BIDDER. Review this attachment's requirements in Section IV, Paragraph 1 "Compliance Documents." This file must be clearly labeled in BIDDER's submission as <i>Attachment G</i> . If BIDDER does not have an existing signed W-9, BIDDER may request a W-9 template from the Contact Person(s).	
Attachment H	Professional Qualifications	To be submitted by BIDDER. Review this attachment's requirements in Section IV, Paragraph 1 "Professional Qualifications." This file must be clearly labeled in BIDDER's submission as <i>Attachment H</i> .	
Attachment I	Proposed Methodology	To be submitted by BIDDER. Review this attachment's requirements in Section IV, Paragraph 1 "Proposed Methodology." This file must be clearly labeled in BIDDER's submission as <i>Attachment I</i> .	
Attachment J	List of Tests	To be submitted by BIDDER. Review this attachment's requirements in Section IV, Paragraph 1 "List of Tests." This file must be clearly labeled in BIDDER's submission as <i>Attachment J</i> .	

Attachment	Description	Submission Instructions	BIDDER's Initials
Attachment K	Quality Assurance Management Plan	To be submitted by BIDDER. Review this attachment's requirements in Section IV, Paragraph 1 "Quality Assurance Management Plan." This file must be clearly labeled in BIDDER's submission as <i>Attachment K</i> .	

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	Statement of Qualifications	Complete, sign, and submit.	
Exhibit D	Contractor Certification Regarding Debarment and Suspension	Complete, sign, and submit.	
Exhibit E	Non-Collusion Affidavit of Prime Bidder	Complete, sign, and submit.	
Exhibit F	Proposed Subcontractor List	Complete, sign, and submit. If no subcontractors are expected to be used, please note, sign, and submit.	
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 J	Proposed Sample Agreement Exceptions	Complete, sign, and submit. If BIDDER proposes exceptions, modifications, or redlines, BIDDER must attach	

Exhibit	Description	Submission Instructions	BIDDER's Initials
		additional documentation as instructed in <i>Exhibit J</i> .	
Exhibit K	Firm Certification	Complete, sign, and submit.	
Exhibit L	Drug-Free Workplace Form	Complete, sign, and submit.	
Exhibit M	Laboratory Pick Up Services Description	Complete, sign, and submit.	
Exhibit Z	Acknowledgement of Receipt of Addenda	Complete, sign, and submit form <u>ONLY</u> if an addendum has been issued.	

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SECTION V – EVALUATION & SELECTION

1. EVALUATION CRITERIA

Selection of a bidder(s) will be based upon the evaluation criteria identified in the table below:

Evaluation Criteria	Points
<u>Capacity:</u> BIDDER's proportion and ability to measure and test the analytes	40
<u>Pricing:</u> A competitive pricing analysis, evaluating BIDDER's costs against the existing market rate	25
<u>Project Management and Support Services:</u> <ul style="list-style-type: none"> • Formally designated (and well-trained) Project Manager on staff • Ability to pick up samples at each applicable reservation ensuring effective delivery of results in a stable format 	25
<u>Credentials:</u> Level of training and expertise of BIDDER's staff in analytical, accounting, project management, and contract management roles	10
Total Possible Score:	
100	

2. SELECTION OF CONTRACTOR(S)

The TRIBE will conduct a comprehensive, fair, and impartial evaluation of all proposals received in response to this solicitation.

The bidder(s) with the best overall score will be the apparent awardee(s), pending final review and satisfaction of all requirements regarding the qualifications and documentation. The TRIBE may select one, some, or none of the respondents to provide the solicited services by opting to award based on the highest scored bid per category, location, service type, etc.

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.

Upon award of a Contract, the TRIBE will issue a Purchase Order(s). Based on the unique needs of the TRIBE, the TRIBE may request that CONTRACTOR revise parameters to be tested and frequency. Therefore, CONTRACTOR should be prepared, in advance, to make any necessary changes requested by the TRIBE. If the TRIBE changes the testing protocol, resulting in an increase in cost, the TRIBE will issue a change order to the Purchase Order(s) to cover any additional costs.

3. RIGHT TO RESCIND AWARD

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

It is anticipated that work under this scope of services will be negotiated utilizing the TRIBE's Service Agreement Template. A copy of said Service Agreement is attached to this RFP and incorporated by reference. Unless written exceptions to the proposed agreement accompany the proposal via *Exhibit J – Proposed Sample Agreement Exceptions*, BIDDER accepts the provisions as presented therein without revision. If exceptions are proposed, BIDDER must submit clear explanations for the proposed modification(s) along with the rationale for each exception or modification via *Exhibit J – Proposed Sample Agreement Exceptions*. The TRIBE expects the awardee to suggest minimal revisions to this agreement. 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.

4. VENDOR APPLICATION AND REGISTRATION PROGRAM

Because the TRIBE is engaged in Indian tribal gaming in accordance with the Indian Gaming Regulatory Act and the regulations promulgated by the National Indian Gaming Commission, the TRIBE cannot engage in significant transactions with individuals or business entities whom, because of past or continuing activities, associations, or reputation, might bring discredit to the TRIBE and its gaming operations. Thus, the TRIBE has adopted a program whereby it reviews significant transactions and the persons or entities involved with those transactions to assure compliance with all applicable laws and regulations relating to gaming.

If not already an approved and registered vendor with the TRIBE, the highest scoring or lowest-priced vendor(s) will be required to submit a completed and fully executed Vendor Application and Registration Form to the TRIBE's Purchasing Department. The highest scoring or lowest-priced vendor(s) shall not initiate this process until requested by the TRIBE's Purchasing Department.

Upon successful completion of an investigation into the past and current activities, associations, and reputation of the applicant, the TRIBE will assign a vendor number and the vendor will be added to its Master Vendor File. The TRIBE may not enter into any business transactions with any vendor whose name does not appear on its Master Vendor File.

Should the highest scoring or lowest-priced vendor(s) be unresponsive or unable to successfully complete the vendor registration process, the TRIBE reserves the right to halt the vendor registration process with the highest scoring or lowest-priced vendor(s) and move onto the next highest scoring or lowest-priced vendor(s). Should the next highest scoring or lowest-priced vendor(s) be unresponsive or unable to complete the vendor registration process, the TRIBE will continue to halt the vendor registration process and move onto the next highest scoring or lowest-priced vendor(s) until a vendor(s) is successfully registered.

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ATTACHMENT A

SCOPE OF WORK

1. INTRODUCTION

The TRIBE is requesting proposals from qualified contractors to provide certified professional laboratory testing and analysis services to analyze water and soil samples, in accordance with the specifications listed in this solicitation.

The TRIBE manages eighty-nine thousand two hundred and seventy-nine (89,279) acres in five (5) federal reservations and other non-reservation parcels. Activities on the reservations include cattle, citrus, vegetables, cultural and residential activities in the rural areas; and residential, retail sales, gaming, small businesses, and cultural activities in the urban areas.

ERMD monitors several ground and surface water quality monitoring sites and groundwater monitoring wells throughout Tribal lands. The Public Works Department of the TRIBE operates several water treatment plants, wastewater treatment plants, and groundwater monitoring wells that serve Tribal communities.

2. PROJECT DETAILS

Laboratory services require analyzing water and soil samples for macronutrients, micronutrients (C, P, K, N, S, Ca, Fe), and contaminants (metals, PFAS, organic pesticides, herbicides). Algae species composition, biomass, functional type (cyanobacteria or not, potentially toxic organisms or not) are of interest.

Specific activities will vary depending on the project, but typically will include providing the analytical services function of receiving, handling, analyzing, and storing samples, performing special tests, and reporting the results. Tribal Personnel typically perform sample collection.

CONTRACTOR shall provide services as described below:

2.1. GROUND AND SURFACE WATER LABORATORY SERVICES:

- CONTRACTOR shall provide general laboratory services such as chemical testing and analysis to support new and ongoing projects at the TRIBE.

2.2. ENVIRONMENTAL LABORATORY SERVICES:

- CONTRACTOR shall provide environmental laboratory services necessary as part of the quality control/quality assurance process undertaken by the TRIBE.
- These services will include, but not be limited to, the following:
 - Environmental and hazardous waste analysis (priority pollutants, pesticides, herbicides, metals, Polychlorinated biphenyl PCBs, petroleum, and hydrocarbons).

- Samples obtained from commercial properties, residential properties, land, and equipment owned, operated, or under the control of the TRIBE.

2.3. DRINKING WATER LABORATORY SERVICES:

- CONTRACTOR shall provide drinking water laboratory services such as chemical testing and analysis to support new and ongoing projects at the TRIBE.

2.4. RAW WATER LABORATORY SERVICES:

- CONTRACTOR shall provide raw water laboratory services such as chemical testing and analysis to support new and ongoing projects at the TRIBE.

2.5. WASTEWATER LABORATORY SERVICES:

- CONTRACTOR shall provide wastewater laboratory services such as chemical testing and analysis to support new and ongoing projects at the TRIBE.

2.6. SAMPLE COLLECTION SERVICES:

- CONTRACTOR will provide occasional sample collection services to support new and ongoing projects at the TRIBE.

2.7. TECHNICAL REQUIREMENTS:

CONTRACTOR shall comply with the following:

2.7.1. Containers:

- CONTRACTOR will deliver bottle kits to the ERMD Field Office in the Big Cypress and Hollywood Reservation on a weekly basis, within twenty-four (24) hours of request.
- CONTRACTOR will be required to deliver bottle kits to the ERMD Field Offices in the Brighton Seminole Indian Reservation, as needed.
- CONTRACTOR will furnish and deliver all containers with the appropriate preservatives for the specific parameters to be sampled during the sampling event, and Deionized Water DI for field cleaning as needed, to TRIBE personnel. Volatile Organic Compound (VOC) vials shall be new.
- All collection containers shall be clean to prevent interference with good laboratory analytical practices.

2.7.2. Emergencies:

- CONTRACTOR shall be able to respond immediately, twenty-four (24) hours a day, under emergency conditions as identified by the TRIBE. This is to include but not

limited to immediate analysis under conditions of suspected acute violations and imminent health risks.

2.7.3. Numbers of Samples:

- The TRIBE cannot determine an exact number (quantities) of analyses that will be required for a particular parameter or group of parameters for the various services. Therefore, estimates of current requirements are shown in *Attachment C - Analytes to be Measured*.

2.7.4. Pick Up and Delivery of Samples:

- CONTRACTOR will pick samples up from the ERMD Field Office in the Big Cypress Reservation on a weekly basis, within twenty-four (24) hours of request. A map to the Big Cypress Reservation is enclosed in *Attachment E – Reservations Field Office Map*.
- From time to time, CONTRACTOR will be required to pick up samples from the ERMD Field Offices in the Big Cypress Seminole Indian Reservation, Brighton Seminole Indian Reservation, Hollywood Seminole Indian Reservation, and Lakeland Seminole Reservation. Maps to those Field Offices are enclosed in *Attachment E – Reservations Field Office Map*.
- Samples with short hold times may be taken in Big Cypress, Brighton, Coconut Creek, Hollywood, Fort Pierce, Immokalee, Lakeland, and/or Tampa.
- BIDDER must describe in *Exhibit M – Laboratory Pick Up Services Description* what laboratory pick-up services or other alternative options are available to assist CONTRACTOR in meeting hold times and detail in *Exhibit A – Schedule of Values*, sheet “Other”, Line Item # 1.05 “Other (Please Specify)” any extra charges that may be associated with these services.

2.7.5. Sample Analysis:

- Samples shall be analyzed according to acceptable methodologies of EPA, FDEP, and DOH. A NELAP Certified Laboratory must do the necessary analytical work.
 - CONTRACTOR in their facilities, by their personnel, must perform all analyses.
 - CONTRACTOR may subcontract specific chemical analyses, if necessary, to complete the analytes lists for each type of test.

2.7.6. Sample Collection:

- Tribal Personnel typically perform sample collection utilizing sample kits provided by CONTRACTOR. From time to time, the TRIBE may require the collection of a sample or a group of samples by CONTRACTOR. CONTRACTOR should be able to, upon request, have sampling capabilities available to the TRIBE including having Standard Operating Procedures and Quality Control/Quality Assurance processes in place, in accordance with the requirements of regulatory agencies, as applicable.

- Samples are required to be collected multiple times per week and must include but not be limited to the following:
 - Rush sample services must be available with the ability to obtain sample results in twenty-four (24) hours, three (3) calendar days, five (5) calendar days, seven (7) calendar days, and fourteen (14) calendar days.
 - It is crucial that the lab services be completed in a timely manner.
- Samples must be collected from the indicated locations and bottles must be delivered prior to sampling travel.
- CONTRACTOR must provide on-call sample collection services.

2.7.7. Sample Storage:

- CONTRACTOR will perform sample storage and analysis according to the most recent version of Standard USEPA Methods. CONTRACTOR will retain all original samples under/holding conditions that will allow for testing to be repeated until all analyses are completed.

2.7.8. Timelines:

- CONTRACTOR must perform all activities on a timely basis and will avoid delays in the delivery of required products. CONTRACTOR will have a contingency plan to address unavoidable delays and requirements for expedited delivery of data.

2.8. ADDITIONAL CONTRACTOR RESPONSIBILITIES:

- CONTRACTOR is responsible for providing all necessary equipment to do the work described in this solicitation.
- CONTRACTOR must immediately notify the TRIBE when unable to perform the necessary test method, due to NELAP certification problems or for any other reason.
- All CONTRACTOR personnel and vehicles must be clearly identifiable by company logo and name. A copy of the signed Notice to Proceed must be on-hand at all times.

2.8.1. STAFFING REQUIREMENTS:

CONTRACTOR should provide a Project Manager and sample collection personnel during the contract period, as described below:

- **Project Manager:**
 - CONTRACTOR will dedicate a Project Manager (QA/QC Manager).
 - The Project Manager will consult with and act as the principal contact for CONTRACTOR's organization in all matters related to this Scope of Services and the resultant agreement.
 - Reviews: The Project Manager will review and approve compliance and other submittals for conformance with the requirements of the Scope of Services, as

detailed in this solicitation, and will consider the input of appropriate TRIBE key staff for any matters requiring further action.

- The Project Manager will be available to the TRIBE's Project Manager by phone during normal business hours and will provide an emergency contact number to the TRIBE's Project Managers in the rare event of an emergency lab service request.
 - Contract Administration: The TRIBE retains primary responsibility for the administration of the Contract. The Project Manager will support the TRIBE in the decision-making process for resolution of conflicts arising during the contract period.
 - Responsiveness: The Project Manager will be responsible for ensuring timeliness of deliverables and responsiveness to requests for service. The Project Manager will be responsible for responding to all requests for information within twenty-four (24) hours of request.
- **Sample Collection Personnel:**
 - All sample collection personnel dedicated to the resultant agreement shall be qualified to perform the services required.
 - CONTRACTOR shall be responsible for ensuring that sample collection personnel have access to the required equipment, has received appropriate training, and conducts the sampling to a manner that meets Federal or State of Florida DEP standards as scientifically sound, and legally defensible.

2.8.2. DELIVERABLES:

- **Deliverables:**
 - CONTRACTOR shall analyze one hundred percent (100%) of provided samples and provide results of analysis.
 - CONTRACTOR must report all collected data in an electronic format that follows the format of the EPA's Water Quality Exchange (WQX) Factsheet and template found in the links below:
 - [Water Quality eXchange Factsheet | US EPA](#)
 - <https://www.epa.gov/waterdata/water-quality-exchange-web-template-files>
 - Data may be imported and/or exported into Microsoft Access and/or Excel.

- **Data Management:**

CONTRACTOR must ensure all collected data is retained by the lab for five (5) years for EPA or the TRIBE auditing purposes.

- **Reports:**

CONTRACTOR will report all analytical results within seven (7) calendar days from the time of pick-up. Reports and custody records shall be on required forms acceptable by the TRIBE. In addition to the data, CONTRACTOR will provide a full lab report in .pdf format to include all QA/QC information and submit original, hard copy reports to the TRIBE within two (2) weeks of laboratory QA acceptance.

2.8.3. KICKOFF MEETING:

CONTRACTOR shall attend a Kick-Off-Meeting with the TRIBE's representatives and provide a schedule detailing the times, dates, and locations before work is to begin. At the Kick-Off Meeting, a list of contacts will be provided to CONTRACTOR. This meeting may also be used to discuss ideas and gather information from the TRIBE's staff for the project.

3. INSPECTIONS

The TRIBE reserves the right to inspect, at any time, CONTRACTOR's procedures and equipment, and to approve operating personnel. Such inspections shall not relieve CONTRACTOR of any obligations or responsibilities, nor transfer any liability to the TRIBE. The TRIBE reserves the right to require CONTRACTOR to replace any operating personnel or equipment used in the performance of the resultant agreement for any valid reason, including if the personnel or equipment are unsafe or in violation of any Tribal or federal laws. Upon request by the TRIBE, CONTRACTOR shall immediately provide satisfactory replacements at no additional cost to the TRIBE.

4. TITLE TO INFORMATION AND EQUIPMENT

All information developed under the Contract, of whatever type relating to the work performed under the Contract, shall be the exclusive property of the TRIBE. All machines, instruments, and products purchased, manufactured, or assembled by CONTRACTOR pursuant to the Contract and paid for by the TRIBE shall be the exclusive property of the TRIBE. Upon termination of the Contract, CONTRACTOR shall dispose of such items as directed by the TRIBE.

5. LOCATION OF SERVICES

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

- Pickup and drop-off of samples will be required in the Reservations below:
 - Big Cypress
 - Brighton
 - Hollywood
 - Lakeland

Maps to the Field Offices are enclosed in *Attachment E – Reservations Field Office Map*.

Request of conduct sampling from the TRIBE may be required on any/all reservations, as needed.

6. TERM/DURATION

- Lab services are needed daily and weekly for a three (3) year period.
 - Services to commence on October 1, 2024
 - Services to conclude on September 30, 2027

The TRIBE intends to award a three (3) year contract with a one (1) year renewal option. The contract is expected to be on a time-and-materials basis, for a “not to exceed” amount, and utilizing the TRIBE’s Service Agreement (copy attached).

Work on this project will be on an “as needed” basis and be completed in a timely manner as per the TRIBE’s instructions. CONTRACTOR must be able to commit resources to the project(s) commencement and completion schedule.

ATTACHMENT B
INSURANCE REQUIREMENTS

1. INSURANCE

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.
2. Employer's Liability: \$500,000 accident for bodily injury by accident or disease, including \$500,000 disease aggregate.
3. 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

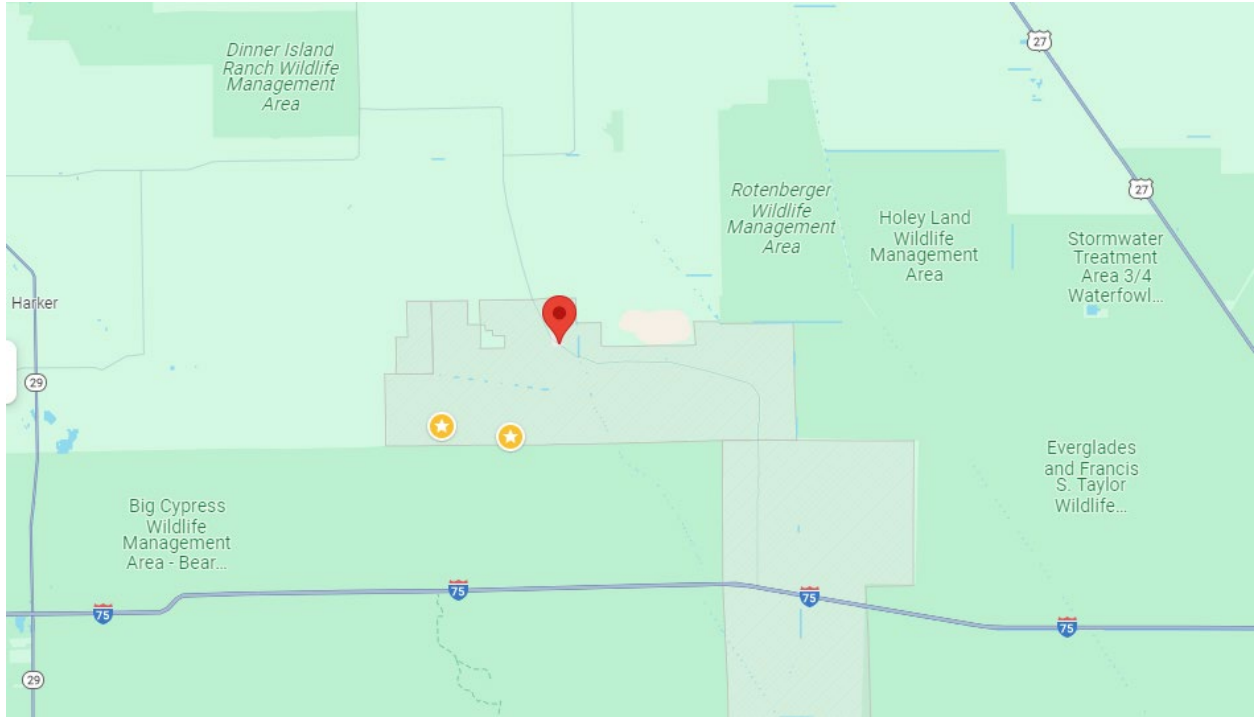
ANALYTES TO BE MEASURED

- Enterococci sp. CFU/ml (colony forming unit per ml), Fecal Coliform CFU/ml (colony forming unit per ml), Escherichia coli CFU/ml (colony forming unit per ml), Total Phosphate, Total Kjeldahl Nitrogen, nitrates, ammonia, orthophosphate, nitrate, Color, Turbidity, Calcium Carbonate, Potassium, Chloride, Copper, Total Suspended Solids, Arsenic, Cadmium, Copper, Lead (Pb), Zinc, Mercury, Sulfate SO₄, Silica, Magnesium, Sodium, Qualitative Algal Identification, Quantitative Algal Identification
- EPA method 8081: 4;4'-DDD, 4;4'-DDE, 4;4'-DDT, Aldrin, alpha-BHC, beta-BHC, Chlordane, delta-BHC, Dieldrin, Endosulfan I, Endosulfan II, Endosulfan sulfate, Endrin, Endrin aldehyde, Endrin ketone, gamma-BHC (Lindane), Heptachlor, Heptachlor epoxide, Methoxychlor, Toxaphene, Chloroneb, Chlorothalonil, DCPA, Etridiazole, Total Permethrins, Propachlor
- Aroclor-1260, Aroclor-1254, Aroclor-1248, Aroclor-1242, Aroclor-1232, Aroclor-1221, Aroclor-1016
- 2;4;5-T, 2;4;5-TP (Silvex), 2;4-D, 2;4-DB, 3;5-Dichlorobenzoic acid, 4-Nitrophenol, Acifluorfen, Bentazon, Chloramben, Dalapon, Dimethyl Tetrachloroterephthalate (DCPA), Dicamba, Dichloroprop, Dinoseb, MCPA, MCPP, Pentachlorophenol, Picloram
- Aspon, Atrazine, Azinphos methyl Azinphos-ethyl, Bolstar, Carbophenothion, Chlorfenvinphos, Chlorpyrifos, Chlorpyrifos methyl, Coumaphos, Crotoxyphos, Demeton-o, Demeton-s, Diazinon Dichlorofenthion Dichlorvos, Dicrotophos, Dimethoate, Dioxathion, Disulfoton, EPN, Ethion, Ethoprop, Famphur, Fenitrothion Fensulfothion, Fenthion, Fonophos Hexamethylphosphoramide Leptophos, Malathion, Merphos, Mevinphos Monocrotophos, Naled, Parathion-ethyl Parathion-methyl, Phorate, Phosmet, Phosphamidon, Ronnel, Simazine, Stirophos, Sulfotep, Terbufos, Thionazin, Tokuthion, Trichloronate, Tri-o-cresylphosphate EPTC, Pebulate, Molinate
- Per- and polyfluoroalkyl substances (PFAS)
- 6PPD-quinone

ATTACHMENT D
SAMPLE AGREEMENT

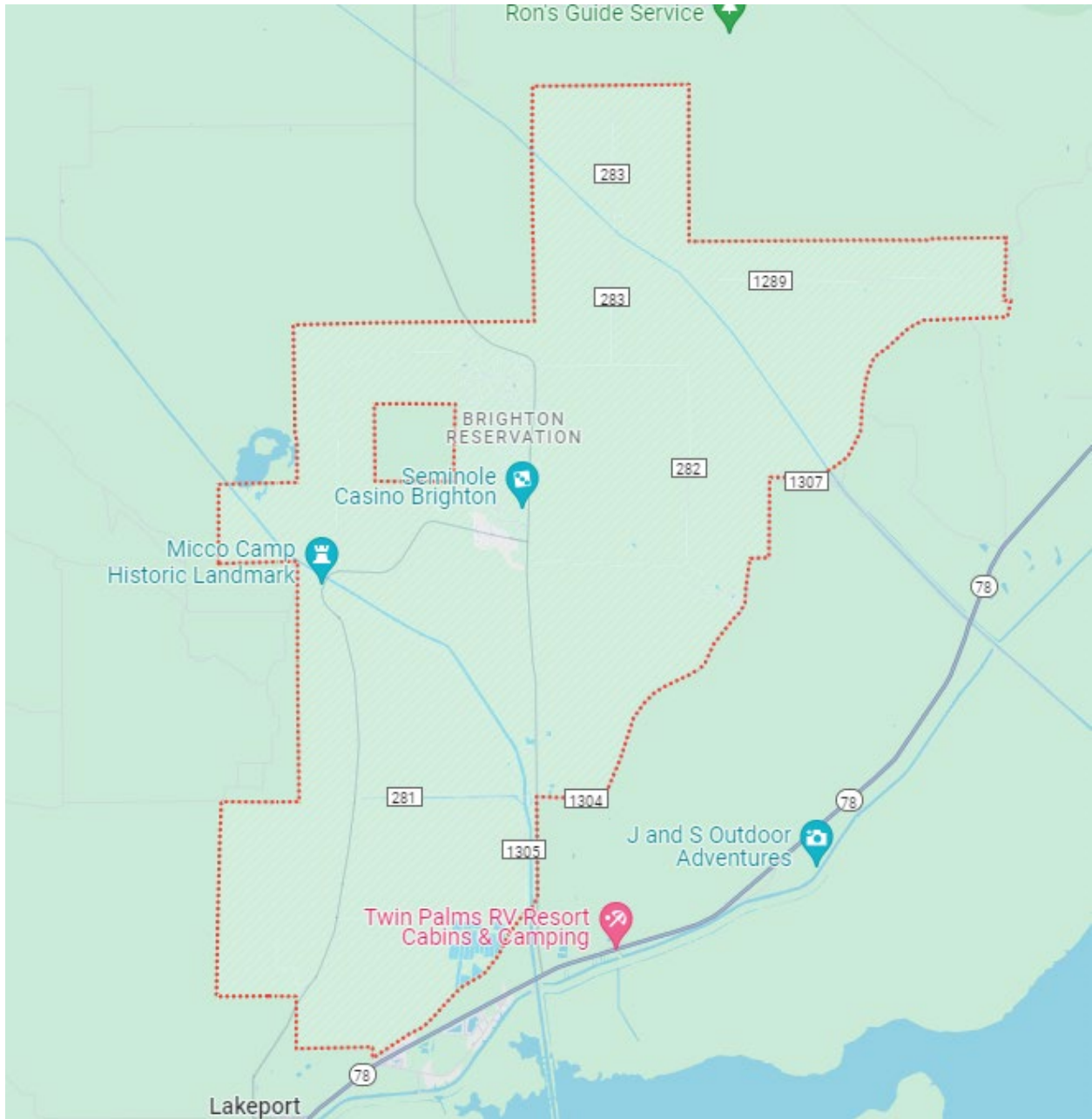
(Attached separately as .docx)

ATTACHMENT E
RESERVATIONS FIELD OFFICE MAPS



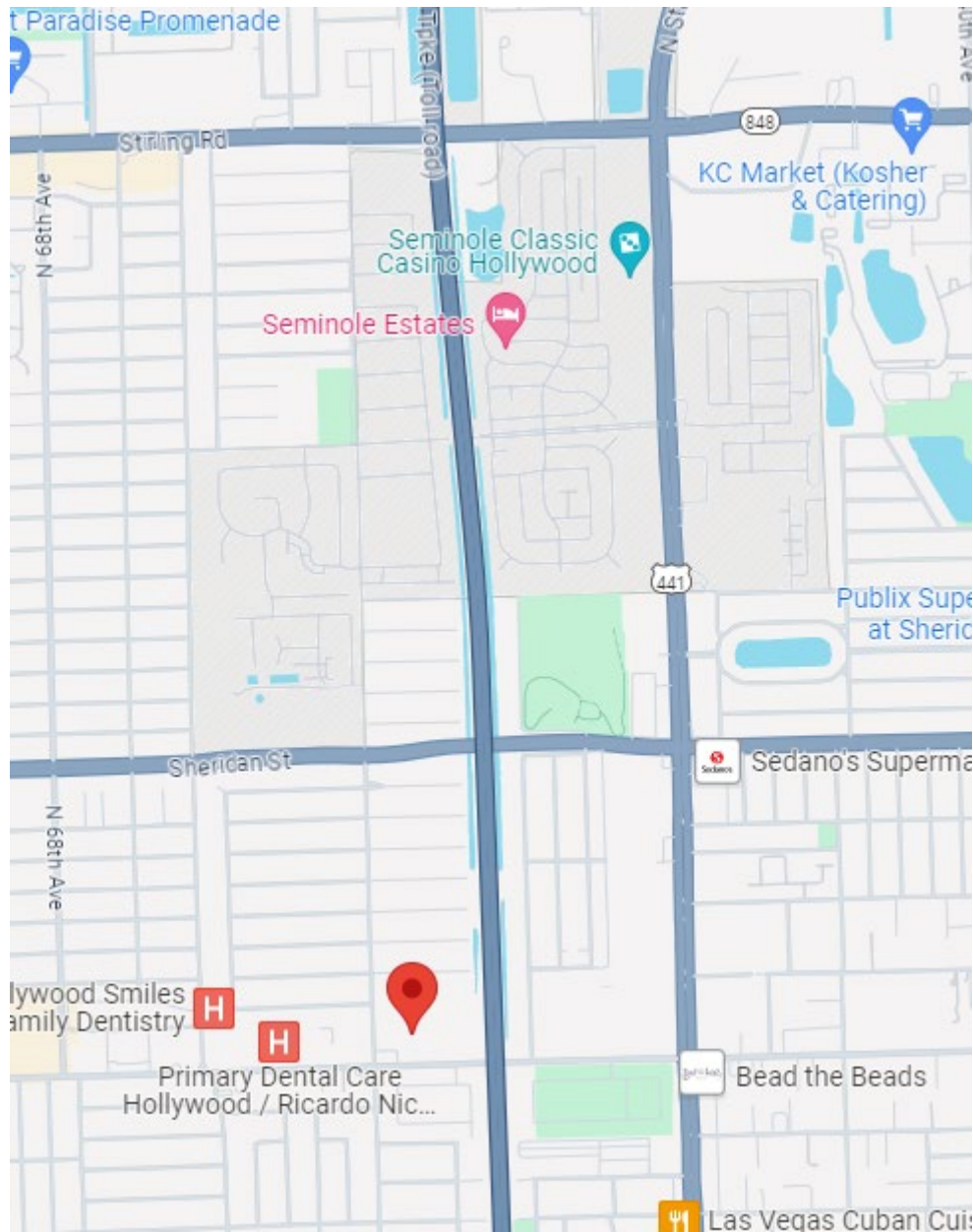
Big Cypress Seminole Indian Reservation

31000 Josie Billie Hwy, Clewiston, FL 33440



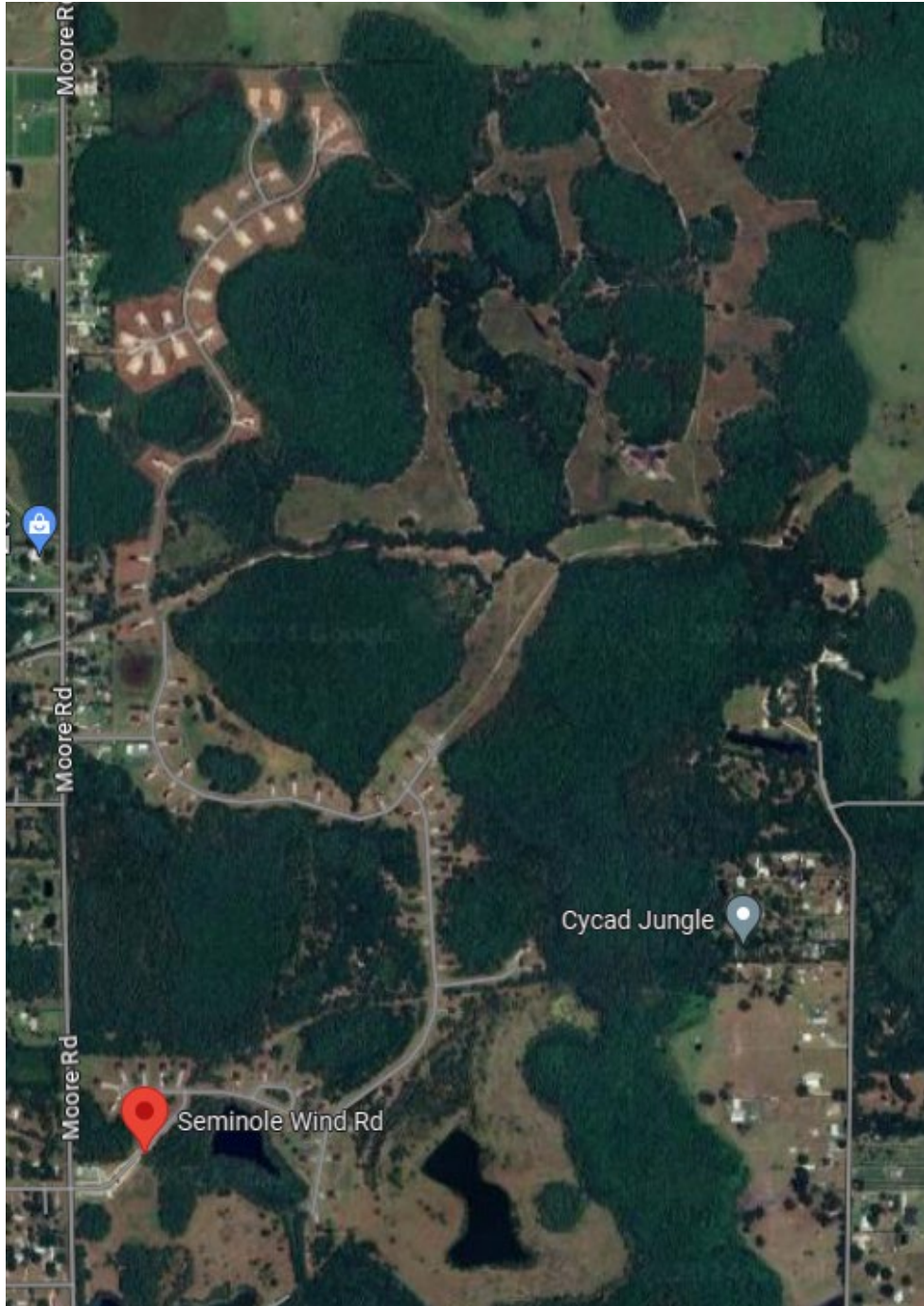
Brighton Seminole Indian Reservation

**650 Harney Pond Road NE,
Okeechobee, FL 34974**



Hollywood Seminole Indian Reservation

**6365 Taft Street
Hollywood, FL 33204**



Lakeland Seminole Indian Reservation

**Gated Entrance
Seminole Wind Rd.
Lakeland, FL 33809**

ATTACHMENT F
COVER LETTER & EXECUTIVE SUMMARY

(To be submitted by BIDDER)

ATTACHMENT G
COMPLIANCE DOCUMENTS

(To be submitted by BIDDER)

ATTACHMENT H
PROFESSIONAL QUALIFICATIONS

(To be submitted by BIDDER)

ATTACHMENT I
PROPOSED METHODOLOGY

(To be submitted by BIDDER)

ATTACHMENT J

LIST OF TESTS

(To be submitted by BIDDER)

ATTACHMENT K
QUALITY ASSURANCE MANAGEMENT PLAN

(To be submitted by BIDDER)

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

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 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 bid/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 SUBCONTRACTOR LIST

Part I

List proposed subcontractors to be contracted by the Bidder (utilization of subcontractors require pre-approval by the Tribe). May continue on separate sheet, if additional space is needed. Note if no subcontractors will be used.

COMPANY NAME	SPECIALTY

Part II

For each subcontractor listed above, the following documentation or information must be submitted:

1. Procedures to be subcontracted;
2. Qualifications of staff in subcontracted lab; and
3. Ability of subcontractor to return results in each category of return times (in twenty-four (24) hours, three (3) calendar days, five (5) calendar days, seven (7) calendar days, and fourteen (14) calendar days).

The above documentation/information must be clearly labeled as “Exhibit F – Part II Procedures”, “Exhibit F – Part II Qualifications”, etc. and must be included in Bidder’s submission documents.

Business Name: _____

Signature of Authorized Representative: _____

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 _____

- 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 _____

- 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 _____

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

PROPOSED SAMPLE AGREEMENT EXCEPTIONS

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

_____ Firm accepts the Sample Agreement without exception.

OR

_____ Firm proposes exceptions or modifications to the Sample Agreement. 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 Agreement are included with the solicitation, Vendors accept the provisions as presented therein without revision.

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

LABORATORY PICK UP SERVICES DESCRIPTION

Instructions:

Please provide your company's standard operating procedure (SOP) for picking up samples from a customer designated site, or other alternative options that are available to ensure CONTRACTOR meets hold time requirements. Any extra charges which may be associated with these services shall be listed in *Exhibit A – Schedule of Values* sheet "Other", Line Item # 1.05 "Other (Please Specify)".

Bidder's Response:

Business Name: _____

Signature of Authorized Representative: _____

Date _____

EXHIBIT Z

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: _____

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
_____	_____
_____	_____
_____	_____
_____	_____