



SEMINOLE TRIBE OF FLORIDA REQUEST FOR PROPOSAL

Solicitation No.: RFP 40-2024

Title: HVAC Preventative Maintenance (Tribalwide)

Description: The Building & Grounds Department of the Seminole Tribe of Florida is requesting proposals from qualified contractors to provide HVAC preventative maintenance and emergency services at various locations Tribalwide.

Solicitation Release Date: Tuesday, May 28, 2024

RSVP Deadline: Tuesday, June 4, 2024 @ 5:00 PM

Pre-Proposal Conference(s): **(MANDATORY)**
*Pre-Proposal Conference instructions/ details per reservation are outlined in Section III, Paragraph 2.

Deadline for Questions*: Friday, June 28, 2024 @ 5:00 PM (ET)

Proposal Due Date: Friday, July 12, 2024 @ 5:00 PM (ET)

Contact Person(s)*: To: Kyla Redmond | 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.

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. **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.

8. BUDGET

Should the highest scoring bidder have submitted a pricing proposal that is in excess of the allocated and approved budget, as defined by the TRIBE, the TRIBE reserves the right to enter into negotiations with the highest scoring bidder. If the TRIBE and the highest scoring bidder cannot agree upon an acceptable project budget, the TRIBE will move on to the next highest scoring bidder and, if necessary, enter into negotiations. The TRIBE reserves the right to continue this process until a bidder is awarded, which meets the requirement(s) of the TRIBE's allocated and approved budget.

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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.
- Hold a current certified license(s) relevant to these services, as described in *Attachment C – Contractor Licensing Requirements* and the following:
 - EPA 608 Universal; and
 - Any additional appropriate and relevant licensing and certification required by the county where services are being performed.
- 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-PROPOSAL CONFERENCE (MANDATORY)

A Pre-Proposal Conference has been scheduled at each reservation for interested bidders to attend before the Proposal Due Date for this solicitation.

3.1. ATTENDANCE AND ATTENDEES:

- **BIDDER must attend the Pre-Proposal Conference for the reservation(s) they intend to bid on to be eligible for award.** Bidders are not required to attend all Pre-Proposal Conferences at all reservations unless bidding on all reservations.
- To attend the Pre-Proposal Conference(s), prospective bidders shall be required to RSVP, per the instructions below:
 - Prospective bidders must email the Contact Person(s) listed in Section IV, Paragraph 4 “Contact Person(s)” by the specified RSVP Deadline and include

the following information:

- Reservation(s) planning to attend
 - Full name of attendee(s)
 - Email address of attendee(s)
 - Direct phone number of attendee(s)
- Prospective bidders shall assign a maximum of two (2) employees or representatives of the prime BIDDER responding to this solicitation to attend the Pre-Proposal Conference to receive credit for attendance. Subcontractors or other individuals (consultants, vendors, etc.) may not attend for the prime BIDDER.
 - Prospective bidders who arrive with a number of guests which exceeds the allowed maximum number of attendees described above will be asked to select the approved number of individual(s) from their party to continue with the Pre-Proposal Conference and, if refuse to condense their party to the allowable maximum number of attendees, will be asked to leave without receiving credit for attendance.
 - 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-Proposal Conference.**
 - Attendees are required to sign-in on the Pre-Proposal Conference Sign-In Sheet at each location. Please locate the representative from the TRIBE's Purchasing Department to sign-in.

3.2. MEETING DETAILS:

The date, time, and location of the Pre-Proposal Conferences are shown in the tables below. Please note, some of the Pre-Proposal Conferences have been split into two (2) mandatory parts.

HOLLYWOOD PRE-PROPOSAL CONFERENCE	
Date:	June 11, 2024 (Part 1) & June 12, 2024 (Part 2)
Time:	9:00 AM (ET)
Location:	<p><u>Start:</u> Hollywood Headquarters Building 6300 Stirling Road Hollywood, FL 33024</p> <p>Meet in Lobby, to be escorted to a designated conference room upon check-in at security. Must receive visitor's badge at front desk of Hollywood Headquarters building.</p>
Facilitator:	William Rofrano
Notes:	Bidders <u>must</u> attend both designated days for the Pre-Proposal Conference to remain eligible.

BIG CYPRESS PRE-PROPOSAL CONFERENCE	
Date:	June 13, 2024 (Part 1) & June 14, 2024 (Part 2)
Time:	9:00 AM (ET)
Location:	<u>Start:</u> Frank Billie Office 31000 Josie Billie Highway Clewiston, FL 33440 Meet in 1 st Floor Conference Room.
Facilitator:	Ricardo Martinez
Notes:	Bidders must attend both designated days for the Pre-Proposal Conference to remain eligible.

BRIGHTON AND FORT PIERCE PRE-PROPOSAL CONFERENCE	
Date:	June 17, 2024 – Brighton June 18, 2024 – Fort Pierce
Time:	9:00 AM (ET) – Brighton 2:00 PM (ET) – Fort Pierce
Location:	<u>Start:</u> Administration Building 650 E Harney Pond Road Okeechobee, FL 34974 Meet in Lobby. <u>To continue to Fort Pierce Reservation from Big Cypress:</u> 3502 Minnie Tommie Howard Circle Fort Pierce, FL 34945 Meet in Lobby.
Facilitator:	Jody Goodman
Notes:	Bidders must attend both designated days for the Pre-Proposal Conference to remain eligible.

IMMOKALEE AND NAPLES PRE-PROPOSAL CONFERENCE	
Date:	June 19, 2024
Time:	9:00 AM (ET) – Immokalee 2:00 PM (ET) - Naples

Location:	<u>Start:</u> Administration Building 295 Stockage Road Immokalee, FL 34142 Meet in 3 rd Floor Conference Room. <u>To continue to Naples Reservation from Immokalee:</u> 3539 Plover Avenue Naples, FL 34117
Facilitator:	Shannon Curl
Notes:	Bidders <u>must</u> attend both designated days for the Pre-Proposal Conference to remain eligible.

TAMPA AND LAKELAND PRE-PROPOSAL CONFERENCE	
Date:	June 21, 2024
Time:	11:00 AM (ET)
Location:	<u>Start:</u> 6401 Harney Road Tampa, FL 33610 Meet in Lobby. <u>To continue to Lakeland Reservation from Tampa:</u> Front Gate 8915 Moore Road Lakeland, FL 33809 Meet in Housing Trailer
Facilitator:	Charles Thompson
Notes:	Bidders <u>must</u> attend both designated days for the Pre-Proposal Conference to remain eligible.

3.3. NOTICE(S):

- **Regarding Facilitators:**
 - Prospective bidders are not permitted to contact the facilitators mentioned above, or any other employee of the TRIBE, as stated in Section IV, Paragraph 4 “Contact Person.”
- **Regarding Locations:**
 - 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.
 - Hollywood:
 - Due to limited parking, prospective bidders are encouraged to arrive early to secure parking. There are a limited number of spots available within the Hollywood Headquarters gate for visitors and surrounding the horseshoe outside of the gate.

3.4. QUESTIONS:

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

3.5. GENERAL:

- Please note, at some locations, the roof must be accessed by a ladder. A ladder may or may not be available at certain locations. Prospective bidders are encouraged to bring their own thirty-foot (30') ladder. The TRIBE may not be able to provide ladders or lift gates for prospective bidders to view the roof.
- Prospective bidders shall not access any roof until given permission to do so by the TRIBE's Project Manager. Accessing a roof without the TRIBE's permission may result in disqualification.
- At the TRIBE's discretion, the TRIBE may videotape and/or audiotape the Pre-Proposal 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-Proposal Conference, as determined by the TRIBE.
- To protect the private phone numbers and email addresses of attendees, photos of the Pre-Proposal Conference Sign-In Sheet are not permitted. The TRIBE will redact private contact information from the Pre-Proposal Conference Sign-In Sheet and publish it via addendum.

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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 (*Exhibit M*):
 - 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 (*Exhibit N*):
 - 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.
- Proposed Methodology – A detailed description outlining the methodology and approach needed to accomplish the requirements stated in this solicitation (*Exhibit O*). Must include the following:
 - Thorough descriptions of the proposed services, any reports/deliverables, and additional services (if applicable);
 - Timeframe for completion of services or ability to meet timeline;
 - Capacity and availability to complete project;
 - Vendor location and proximity to service areas; and
 - (If applicable) Subcontractor information, including previous successful collaborative working relationships on similar projects.
- Professional Qualifications – Professional qualifications detailing BIDDER's company structure (organizational chart, if available), resumes of key staff, noteworthy achievements, experience, resources, capabilities, and past performance in providing this type of service (*Exhibit P*). Must illustrate BIDDER's capability to perform the full Scope of Work.
- 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.

Bidders are not required to bid on all reservations to be eligible for award and may choose to bid on one (1) or more reservations; however, bidders must include pricing for all locations/properties in the reservation(s) bidders are bidding on.

Some reservations must be bid on together, as shown below:

- Bidders submitting a bid for Brighton are required to include Fort Pierce.
- Bidders submitting a bid for Fort Pierce are required to include Brighton.
- Bidders submitting a bid for Lakeland are required to include Tampa.
- Bidders submitting a bid for Tampa are required to include Lakeland.
- Bidders submitting a bid for Immokalee are required to include Naples.
- Bidders submitting a bid for Naples are required to include Immokalee.

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.

3. **SUBMISSION INSTRUCTIONS**

Electronic submissions in response to this solicitation must be emailed as shown below by the Proposal Due Date and time detailed in this solicitation:

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

The Subject Line of all emailed correspondence from BIDDER to the TRIBE regarding this solicitation should follow the format shown below, accordingly:

- Subject Line for questions: RFP 40-2024 – [BIDDER’s Company Name] – Question
- Subject Line for submission: RFP 40-2024 – [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.

Any bid received after the Proposal Due Date will not be considered.

Additional Submission Instructions:

- The TRIBE has an email size limit of 15MB per email. Larger files must be split into 15MB emails and sent separately.
- All parts, pages, figures, and tables should be numbered and labeled clearly. If submitting separate files, the File Name of each submitted attachment and exhibit must include the assigned letter; for example, *Attachment A’s* File Name must state, at a minimum, “Attachment A.” BIDDER may include additional information in the File Name, if needed.
- Submissions must be clear, concise, organized, legible, and easy to read and navigate. Submissions not organized in the order shown above may be returned to BIDDER and required to be reorganized and resubmitted.

- Physical correspondence, flash drives, or any other physical media shall not be accepted. Links to file sharing websites or portals will not be accepted.
- 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	Contractor Licensing Requirements	Review information. Initial in next cell to confirm this document has been reviewed. No further action needed.	

5.2. EXHIBITS:

Exhibit	Description	Submission Instructions	BIDDER'S Initials
Exhibit A	Schedule of Values	Review all tabs and fill-in required information. Provide two (2) copies of this document, as described below: <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 B-1	Bid Form – Hollywood	Complete, sign, and submit if bidding on the Hollywood Reservation locations. The Total should be the BIDDER's base bid for the Hollywood Reservation, and should not include optional/add-on services or any other reservation, unless specifically requested by the TRIBE to include.	
Exhibit B-2	Bid Form – Big Cypress	Complete, sign, and submit if bidding on the Big Cypress Reservation. The Total should be the BIDDER's base bid for the Big Cypress Reservation, and should not include optional/add-on services or any other reservation, unless specifically requested by the TRIBE to include.	
Exhibit B-3	Bid Form – Immokalee and Naples	Complete, sign, and submit if bidding on the Immokalee and Naples Reservations. The Total should be the BIDDER's base bid for the Immokalee and Naples Reservations, and should not include optional/add-on services or any other reservation, unless	

Exhibit	Description	Submission Instructions	BIDDER'S Initials
		specifically requested by the TRIBE to include.	
Exhibit B-4	Bid Form – Brighton and Fort Pierce	Complete, sign, and submit if bidding on the Brighton and Fort Pierce Reservations. The Total should be the BIDDER's base bid for the Brighton and Fort Pierce Reservations, and should not include optional/add-on services or any other reservation, unless specifically requested by the TRIBE to include.	
Exhibit B-5	Bid Form – Tampa and Lakeland	Complete, sign, and submit if bidding on the Tampa and Lakeland Reservations. The Total should be the BIDDER's base bid for the Tampa and Lakeland Reservations, and should not include optional/add-on services or any other reservation, unless specifically requested by the TRIBE to include.	
Exhibit C	Statement of Qualifications	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 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	Description	Submission Instructions	BIDDER's Initials
Exhibit I	List of References	Complete, sign, and submit.	
Exhibit K	Firm Certification	Complete, sign, and submit.	
Exhibit L	Drug-Free Workplace Form	Complete, sign, and submit.	
Exhibit M	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>Exhibit M</i> .	
Exhibit N	Compliance Documents	To be submitted by BIDDER. Review this attachment's requirements in Section IV, Paragraph 1 "Compliance Documents." This file must be clearly labeled in BIDDER's submission as <i>Exhibit N</i> . If BIDDER does not have an existing signed W-9, BIDDER may request a W-9 template from the Contact Person(s).	
Exhibit O	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>Exhibit O</i> .	
Exhibit P	Professional Qualifications	To be submitted by BIDDER. Review this attachment's requirements in Section IV, Paragraph 1 "Professional Qualifications." This file must be clearly labeled in BIDDER's submission as <i>Exhibit P</i> .	

Exhibit	Description	Submission Instructions	BIDDER'S Initials
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 – SELECTION

1. EVALUATION CRITERIA

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

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

Evaluation Criteria	Points
<p><u>Methodology:</u> Review of proposed methodology, including timeframe for completion of services and ability to meet timeline, capacity and availability to complete project, location and proximity to service areas, subcontractors, and any responses to questions (if applicable).</p>	25
<p><u>Professional Qualifications:</u> Company background and structure; relevant licenses, certifications, registrations, resumes, and/or noteworthy achievements; prior relevant experience for similar projects; past performance with the TRIBE (if applicable); professional references; and other information relative to BIDDER’s qualifications for this project, including personnel’s experience working with each other and experience with similar services.</p>	35
<p><u>Pricing:</u> Price comparison to industry/market standards: staff-hour and fee estimates for the project, reasonableness of costs, equipment list, and any discounts (if applicable).</p>	40
Total Possible Score:	
100	

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 (1) respondent or multiple respondents to provide the solicited services by opting to award based on the highest scored bid per category, reservation, service type, etc.

Bidders who have performed services for the TRIBE in the past will have their past performance with the TRIBE evaluated. Unsatisfactory past performance with the TRIBE may be grounds for down-selection, disqualification, or rejection of award.

This solicitation and selection process shall in no way be deemed to create a binding contract, agreement, or offer of any kind between the TRIBE and any entity. If the TRIBE selects a CONTRACTOR(s) to provide the services described in this solicitation, any legal rights and obligations between the successful CONTRACTOR(s), if any, and the TRIBE will come into existence only when an agreement is fully executed by the parties, and the legal rights and

obligations of each party shall at that time be only those rights and obligations which are set forth in the agreement and any other documents specifically referred to in that agreement and executed by the parties.

2. RIGHT TO RESCIND AWARD

The TRIBE reserves the right to rescind an award should the awardee be considered, in the TRIBE's sole opinion, to be inflexible in its agreement negotiations.

3. SEMINOLE TRIBAL MEMBER VENDOR PREFERENCE

The TRIBE encourages its Members who own their own business, or who are majority owners of a business, to bid on goods and services through the competitive bidding process.

The TRIBE will give preference to qualified business entities certified by the TRIBE. "Qualified" shall mean, notwithstanding the above:

A Tribal Member, spouse, child, or business entity who:

- Is actively involved in the business and owns 51% or more of the business;
- Can provide goods or services at competitive prices;
- Has demonstrated skills and abilities to perform the task to be undertaken in an acceptable manner; and
- Can meet the application, bonding and licensing requirements.

Tribal Member Vendors will receive an additional ten (10) points in their score.

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 HVAC preventative maintenance and emergency services at various locations Tribalwide, in accordance with the specifications listed in this solicitation.

2. PROJECT DETAILS

This solicitation is subject to, but not limited to, cleaning of hoods, fans, filters, and exhaust fans in kitchens throughout the TRIBE.

CONTRACTOR shall furnish all material, labor, supplies, and equipment necessary to perform all requirements for the TRIBE to maintain normal operations in connection with daily air conditioning and refrigeration services for the TRIBE. Equipment to be serviced includes units ranging from small refrigeration and air conditioning units and peripheral accessories such as building automation systems, controllers, thermistors, static pressure transmitters, discharge and return sensors, and transmitters start stop devices and all associated safeties and interlocks.

BIDDER must indicate an hourly regular service rate to perform services for Quarterly Services and Annual Services, and an emergency hourly rate to perform emergency as-needed services in *Exhibit A – Schedule of Values*.

2.1. PREVENTATIVE MAINTENANCE AND INSPECTION SERVICES:

CONTRACTOR shall be responsible for supplying the following:

- Filters
- Coil cleaners and chemicals
- Lubricants
- Pan treatment and chemicals
- Tool and ladders

All other materials which may be required for repairs noted during the inspection periods shall be quoted to the TRIBE at the time of the inspection.

BIDDER shall include the following in *Exhibit A – Schedule of Values*:

- Straight time labor rate for services performed outside of the inspection period.
- Overtime labor rate for services performed outside of the inspection period.
- Indicate materials and supplies mark up for supplies and materials that are not required as part of this solicitation.

CONTRACTOR will be required to provide detailed inspection reports upon the completion of each inspection. Inspection reports must be submitted in an electronic format.

CONTRACTOR will be required to provide to the TRIBE on an annual basis, a summary containing:

- Summary of all services and/or repairs performed on each unit with the associated costs.
- Summary of any expected/anticipated capital repairs that may be required for the upcoming fiscal year (fiscal year is from October 1st through September 30th).

2.2. QUARTERLY INSPECTION:

CONTRACTOR shall perform the following at each quarterly inspection:

- Inspect electric components: contactors, motor, and compressors.
- Inspect refrigerant piping insulation.
- Inspect drain pans.
- Inspect drain lines, supports, flow, and piping.
- Wipe down return grills.
- Rinse condenser coils.
- Inspect and tighten belts as needed, excluding belt cost.
- Wash all Cabinets, RTU, and Condenser units.
- Inspect all thermostats and controls for proper operation.
- Clean drains.
- Inspect all electrical connections, safeties, relays, and contactors.
- Record discharge and return air temperatures temperature differential (Building & Grounds).
- Verify the proper operation of outside air intake systems.
- Inspect outside air and toilet exhaust fan systems.
- Grease motor and fan bearing where grease fittings are evident.
- **Refrigeration Equipment:**
 - Check interlocks with peripheral equipment, such as pumps and fans.
 - Check cooler temperature and pressure drop.
 - Insect compressor oil level and pressure.
 - Make visual leak check.
 - Check refrigerant piping for chafing, abnormal vibrations, or broken supports.
 - Check contactors and relays for pitting, wear, or damage.
 - Check and log compressor amp draw.
 - Rinse condenser coils.
- **Filters:**
 - Replace all filters in air handlers and package units quarterly. For the Health Department and Pre-Schools, replace all filters every thirty (30) calendar days. Filters supplied by CONTRACTOR must be MERV 11 pleated type.
 - Exclusion: Chillers will be serviced by Trane only but strainers will be cleaned by CONTRACTOR, if required.

2.3. ANNUAL INSPECTION:

CONTRACTOR shall perform the following at each annual inspection:

- **Rooftop Packaged Air Conditioners:**
 - Inspect, clean, and tighten electrical connections.
 - Check heat pump reversing valve. (Heat Pump Units)
 - Inspect refrigerant piping for chafing, abnormal vibration, and broken supports.
 - Inspect contactors and relays for pitting, wear, or damage.
 - Clean evaporator coils and condensate pans.
- **Refrigeration Equipment:**
 - Check and tighten electrical connections.
 - Start refrigeration equipment and perform operational check.
 - Check leaks on the refrigeration system with leak detector.
 - Perform moisture and acid test on refrigerant system.
 - Inspect and clean magnetic starters.
 - Check and adjust operating controls.
 - Check and adjust safety controls.
 - Clean evaporator coils.
- **Air Handlers:**
 - Inspect and adjust outside, mixed and return air dampers.
 - Inspect and adjust actuator and damper linkages.
- **Coils:**
 - Clean and treat evaporator coils and condensate pans.
 - Clean and treat chilled water coils.
 - Clean (with a non-abrasive chemical cleaner) condenser coils.
- **Water Fountains:**
 - Maintenance on water fountains, as needed.
- **Ice Maker Water Filtration:**
 - Water filters have to be changed two (2) times per year for ice machines.
 - Ice machines and bins have to be serviced and cleaned two (2) times per year.
- **Hood Cleaning:**
 - Total ventilation exhaust system cleaned and degreased from exhaust fan to hood, including exhaust fan, shaft, filters, and vent hood inside and outside.
 - Stainless steel polish is applied to each hood by hand.
 - Per NFPA-96 Sec. 11.6.2, each hood is to be cleaned bi-annually. Any additional cleanings will be on an as needed basis at the authorization of the TRIBE.

2.4. EMERGENCY AS NEEDED SERVICES:

- CONTRACTOR shall provide an Emergency “After-Hours/Weekends/Holidays” contact for emergency air condition and refrigeration services that may occur in any of the TRIBE’s facilities and buildings. The TRIBE will contact CONTRACTOR and advise the nature of the emergency services that are required. CONTRACTOR(s) must respond within two (2) hours from the time the TRIBE calls for a repair service.
- After inspection, CONTRACTOR will provide a quotation to the TRIBE’s Building Manager for the emergency services. Emergency services are additional and are not included in regular maintenance services. This service will be conducted during any time of the day or night. CONTRACTOR shall remain on the job until the emergency has been resolved.

2.5. ADDITIONAL CONTRACTOR RESPONSIBILITIES:

- Upon request, time and date of the scheduled maintenance events shall be provided to the TRIBE.
- Written notification shall be given directly to the HVAC manager if a system is in critical condition and needs immediate attention.
- All services are subject to inspection and testing after completion. In the event a service does not otherwise conform to the specification requirements, it shall be rejected and CONTRACTOR must redo at CONTRACTOR's expense.
- Upon award, CONTRACTOR shall provide a detailed equipment list to the TRIBE's Project Manager. If the listed equipment changes during the term of the resultant agreement, CONTRACTOR shall provide an updated equipment list to the TRIBE's Project Manager within forty-eight (48) hours of change.
- Upon award, CONTRACTOR shall provide the TRIBE's Project Manager with a list of personnel assigned to this project. List of personnel must also include the resume for each personnel.

3. LOCATION OF SERVICES

The services described in this solicitation may be required at any/all the locations identified below:

RESERVATION	ADDRESS
Hollywood	6300 Stirling Road, Hollywood, FL 33024
Big Cypress	31000 Josie Billie Highway, Clewiston, FL 33440
St. McDaniel's Ranch	334 65 CR 833, Clewiston, FL 33440
Immokalee	295 Stockage Road, Immokalee, FL 34142
Naples	3539 Plover Avenue, Naples, FL 34117
Brighton	295 Stockage Road, Immokalee, FL 34142
Fort Pierce	3502 Minnie Tommie Howard Circle, Fort Pierce, FL 34945
Tampa	6401 Harney Road, Tampa, FL 33610
Lakeland	8915 Moore Road, Lakeland, FL 33809 (Front Gate)

4. PERIOD OF PERFORMANCE

The services described in this solicitation are for a period of three (3) years (subject to change), or as otherwise determined by the TRIBE.

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.
9. Employer's Liability: \$500,000 accident for bodily injury by accident or disease, including \$500,000 disease aggregate.
10. Professional Liability: \$1,000,000 each wrongful act, \$2,000,000 policy aggregate. If CONTRACTOR's contract with The TRIBE exceeds \$1,000,000, the each wrongful act limits shall apply separately to the TRIBE's project.

Deductibles and Self-Insured Retentions

The funding of deductibles and self-insured retentions maintained by CONTRACTOR shall be the sole responsibility of CONTRACTOR. Self-insured retentions in excess of \$50,000 must be declared to and approved by the TRIBE.

Other Insurance Provisions

The required insurance shall contain the following additional provisions:

- I. **ADDITIONAL INSURED** – The TRIBE must be included as an additional insured, by endorsement, under CONTRACTOR's Commercial General Liability with respect to liability arising from CONTRACTOR's products, goods, or work or operations performed by or on behalf of CONTRACTOR.
- II. **WAIVERS OF SUBROGATION** – CONTRACTOR agrees to waive all rights of subrogation against the TRIBE and other tenants of the TRIBE, with respect to loss, damage, claims, suits, or demands, howsoever caused:
 - a. To real or personal property, equipment, vehicles, tools, laptops, etc. owned, leased or used by CONTRACTOR, its employees, agents, or subcontractors; and

- b. To the extent such loss, damage, claims, suits, or demands are covered, or should be covered, by the required insurance or any other insurance maintained by the CONTRACTOR. This waiver shall apply to all first party property, equipment, vehicle and worker's compensation claims, and all third party liability claims, including deductibles or retentions, which may be applicable thereto. The CONTRACTOR agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the TRIBE. CONTRACTOR further agrees to hold harmless and indemnify the TRIBE for any loss or expense incurred as a result of CONTRACTOR's failure to obtain such waivers of subrogation from CONTRACTOR's insurers.
- III. NOTICE OF CANCELLATION – Each insurance policy shall be endorsed to require Insurer(s) to provide thirty (30) days' written notice to the TRIBE by certified mail, return receipt requested, prior to any suspension, cancellation or non-renewal of the required insurance.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A- VII, unless otherwise approved by the TRIBE.

Verification of Coverage

CONTRACTOR shall furnish the TRIBE with a certificate of insurance evidencing the required coverage prior to the delivery of product, goods or services to the TRIBE. The certificates are to be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Renewal certificates are to be provided to the TRIBE prior to the expiration of the required insurance policies. As an alternative to a certificate of insurance, CONTRACTOR's broker or insurer may provide complete, certified copies of all required insurance policies, including endorsements necessary to affect coverage required by these specifications.

ATTACHMENT C
CONTRACTOR LICENSING REQUIREMENTS
(Attached separately as .pdf)

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

EXHIBIT B-1

BID FORM – HOLLYWOOD

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

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

The Bidder hereby agrees that:

The Bid Amount and Alternates shall remain in full force and effective for a period of One-Hundred and Eighty (180) calendar days after the time of opening of this bid and that the bidder will not revoke or cancel this bid or withdraw from the competition with One-Hundred and Eighty (180) calendar days. **The Bidder further attests that the TOTAL BID AMOUNT for three (3) years herein proposed represents and includes the entirety of the work, fees, profit, overhead, general requirements, general conditions, etc. of the project as per the bid documents.**

Base Bid for Hollywood (three (3) years) (written):

Base Bid for Hollywood (three (3) years) (figure):

\$ _____

Company Name: _____

By: _____ Signature: _____

Title: _____

Address: _____ Dated this _____ day of _____ 20__

Attest: _____ Title: _____

EXHIBIT B-2

BID FORM – BIG CYPRESS

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

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

The Bidder hereby agrees that:

The Bid Amount and Alternates shall remain in full force and effective for a period of One-Hundred and Eighty (180) calendar days after the time of opening of this bid and that the bidder will not revoke or cancel this bid or withdraw from the competition with One-Hundred and Eighty (180) calendar days. **The Bidder further attests that the TOTAL BID AMOUNT for three (3) years herein proposed represents and includes the entirety of the work, fees, profit, overhead, general requirements, general conditions, etc. of the project as per the bid documents.**

Base Bid for Big Cypress (three (3) years) (written):

Base Bid for Big Cypress (three (3) years) (figure):

\$ _____

Company Name: _____

By: _____ Signature: _____

Title: _____

Address: _____ Dated this _____ day of _____ 20__

Attest: _____ Title: _____

EXHIBIT B-3

BID FORM – IMMOKALEE AND NAPLES

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

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

The Bidder hereby agrees that:

The Bid Amount and Alternates shall remain in full force and effective for a period of One-Hundred and Eighty (180) calendar days after the time of opening of this bid and that the bidder will not revoke or cancel this bid or withdraw from the competition with One-Hundred and Eighty (180) calendar days. **The Bidder further attests that the TOTAL BID AMOUNT for three (3) years herein proposed represents and includes the entirety of the work, fees, profit, overhead, general requirements, general conditions, etc. of the project as per the bid documents.**

Base Bid for Immokalee and Naples (three (3) years) (written):

Base Bid for Immokalee and Naples (three (3) years) (figure):

\$ _____

Company Name: _____

By: _____ Signature: _____

Title: _____

Address: _____ Dated this _____ day of _____ 20__

Attest: _____ Title: _____

EXHIBIT B-4

BID FORM – BRIGHTON AND FORT PIERCE

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

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

The Bidder hereby agrees that:

The Bid Amount and Alternates shall remain in full force and effective for a period of One-Hundred and Eighty (180) calendar days after the time of opening of this bid and that the bidder will not revoke or cancel this bid or withdraw from the competition with One-Hundred and Eighty (180) calendar days. **The Bidder further attests that the TOTAL BID AMOUNT for three (3) years herein proposed represents and includes the entirety of the work, fees, profit, overhead, general requirements, general conditions, etc. of the project as per the bid documents.**

Base Bid for Brighton and Fort Pierce (three (3) years) (written):

Base Bid for Brighton and Fort Pierce (three (3) years) (figure):

\$ _____

Company Name: _____

By: _____ Signature: _____

Title: _____

Address: _____ Dated this _____ day of _____ 20__

Attest: _____ Title: _____

EXHIBIT B-5

BID FORM – TAMPA AND LAKELAND

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

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

The Bidder hereby agrees that:

The Bid Amount and Alternates shall remain in full force and effective for a period of One-Hundred and Eighty (180) calendar days after the time of opening of this bid and that the bidder will not revoke or cancel this bid or withdraw from the competition with One-Hundred and Eighty (180) calendar days. **The Bidder further attests that the TOTAL BID AMOUNT for three (3) years herein proposed represents and includes the entirety of the work, fees, profit, overhead, general requirements, general conditions, etc. of the project as per the bid documents.**

Base Bid for Tampa and Lakeland (three (3) years) (written):

Base Bid for Tampa and Lakeland (three (3) years) (figure):

\$ _____

Company Name: _____

By: _____ Signature: _____

Title: _____

Address: _____ Dated this _____ day of _____ 20__

Attest: _____ Title: _____

EXHIBIT C
STATEMENT OF QUALIFICATIONS

(Attached separately as .xlsx)

EXHIBIT D

CONTRACTOR CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned as an officer and an authorized representative of Contractor certifies that Contractor and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Business Name: _____

Signature of Authorized Representative: _____

Print Name: _____

Title: _____

Date _____

_____ I am unable to certify to the above statements. My explanation is attached.

EXHIBIT E

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

The Bidder hereby declares that the undersigned is the person or persons responsible within the firm for the final decision as to the price(s) and amount of this bid and the Bidder further declares that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause, or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any other firm or person to submit a complementary bid.
5. The Bidder has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other firm or person, or offered, promised, or paid cash or anything of value to any other Bidder or person, whether in connection with this or any other project, in consideration for an agreement or promise by any other firm or person to refrain from bidding or to submit a complementary bid on this project.
6. The Bidder has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any other firm or person, and has not been promised or paid cash or anything of value by any other firm or person, whether in connection with this or any other project, in consideration for the firm's submitting a complementary bid, or agreeing to do so, on this project.
7. The Bidder has made a diligent inquiry of all members, officers, employees, and agents of the Bidder with responsibilities relating to the preparation, approval or submission of the firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made in this Declaration.

Business Name: _____

Signature of Authorized Representative: _____

Print Name: _____

Title: _____

Date _____

EXHIBIT F

PROPOSED SUBCONTRACTOR LIST

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

COMPANY NAME	SPECIALTY

Business Name: _____
Signature of Authorized Representative: _____
Print Name: _____
Title: _____
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
COVER LETTER & EXECUTIVE SUMMARY
(To be submitted by Bidder)

EXHIBIT N
COMPLIANCE DOCUMENTS
(To be submitted by Bidder)

EXHIBIT O
PROPOSED METHODOLOGY
(To be submitted by Bidder)

EXHIBIT P
PROFESSIONAL QUALIFICATIONS
(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. 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
_____	_____
_____	_____
_____	_____