SUBMITTAL CHECKLIST

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

List of Exhibits		
Exhibit	**Description**	**Contractor's Initials**
A-1	Bid Form (TW Roadway Maintenance Services)	
A-2	Bid Form (TW Guardrails Services)	
A-3	Bid Form (TW Pavement Markings Services)	
B	Acknowledgement of Receipt of Addenda	
C	Statement of Qualifications	
D	Contractor Certification Regarding Debarment and Suspension	
E	Non-Collusion Affidavit of Prime Bidder	
F	Proposed Subcontractor List	
G	Bond Forms and Certificate of Ability to Obtain Performance Bonds	**N/A**
H-1	List of Recently Completed Projects and Contract Amounts	
H-2	List of Past Experience with the Tribe	
I	List of References	
J	Insurance Requirements and Certificate of Insurance	
K	Firm Certification	
L	Drug-Free Workplace Form	
M	Proposed Sample Agreement Exceptions	
N	Certificate of Authority to do Business in the State of Florida – Occupational License	
O	Florida Department of Business and Professional Regulation – License(s), Certification(s), and/or Registration(s)	
P	W-9 Form (*Either fill in the form provided or submit a copy of your firm's current W-9*)	

EXHIBIT A-1

BID FORM (TW ROADWAY MAINTENANCE SERVICES)

(Attached separately as .xlsx)

EXHIBIT A-2

BID FORM (TW GUARDRAILS SERVICES)

(Attached separately as .xlsx)

EXHIBIT A-3

BID FORM (TW PAVEMENT MARKINGS SERVICES)

(Attached separately as .xlsx)

EXHIBIT B

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

Bidder acknowledges receipt of the Following Addenda:

Addendum No. 1, dated: _____ Addendum No. 5, dated: _____

Addendum No. 2, dated: _____ Addendum No. 6, dated: _____

Addendum No. 3, dated: _____ Addendum No. 7, dated: _____

Addendum No. 4, dated: _____ Addendum No. 8, dated: _____

COMPANY NAME: _____

BY (PRINT): _____

TITLE: _____

SIGNATURE: _____

ADDRESS: _____

CITY/STATE: _____ ZIP CODE: _____

TELEPHONE: (_____) _____

FAX: (_____) _____

EMAIL: _____

ATTEST: _____

TITLE/SEAL: _____

Note: Attest for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a notary.

Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full names and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

Name	Address
_____	_____
_____	_____
_____	_____

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 Vendor (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 G

BOND FORMS AND CERTIFICATE OF ABILITY TO OBTAIN PERFORMANCE BONDS

(NOT APPLICABLE)

EXHIBIT H-1

LIST OF RECENTLY COMPLETED PROJECTS AND CONTRACT AMOUNTS

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

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

Business Name: _____

Signature of Authorized Representative: _____

Print Name: _____

Title: _____

Date _____

EXHIBIT H-2

LIST OF PAST EXPERIENCE WITH THE TRIBE

SECTION I:

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

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

SECTION II:

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

Experience #1:

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

Experience #2:

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

Experience #3:

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

SECTION III:

Business Name: _____

Signature of Authorized Representative: _____

Print Name: _____

Title: _____

Date _____

EXHIBIT I

LIST OF REFERENCES

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

1. Reference 1:
   a. Name _____
   b. Address _____
   c. Phone Number_____
   d. Email Address_____

2. Reference 2:
   a. Name _____
   b. Address _____
   c. Phone Number_____
   d. Email Address_____

3. Reference 3:
   a. Name _____
   b. Address _____
   c. Phone Number_____
   d. Email Address_____

Business Name: _____

Signature of Authorized Representative: _____

Print Name: _____

Title: _____

Date _____

EXHIBIT J

INSURANCE REQUIREMENTS AND CERTIFICATE OF INSURANCE

(Vendor to Attach Proof of Insurance)

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

The VENDOR shall procure and maintain for the duration of any contractual agreement resulting from this solicitation the following required insurance, with insurers' financially acceptable and lawfully authorized to do business in the states where TRIBE, conducts operations. Such coverage shall protect VENDOR against claims arising from sickness, disease, death or injury to persons, and/or physical damage to tangible property, including loss of use, which may arise from the goods, products or services provided by the VENDOR, its agents or representatives.

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

Contractor Minimum Scope of Insurance

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

1. **Commercial General Liability** insurance on an occurrence coverage form, at least as broad as the *Insurance Services Office Commercial General Liability Policy form CG 0001 ©*, current edition. Other than standard exclusions applicable to pollution, asbestos, mold, employment practices, ERISA and professional liability, there shall be no limitations or exclusions beyond those contained in the standard policy forms which apply to property damage, products and completed operations, contractual liability or construction defects. In addition to procuring and maintaining this insurance during the duration of the contract, Contractor agrees to continue to procure and maintain products and completed operations liability insurance coverage for a minimum of three years after the date the contract is completed or terminated.

2. **Automobile Liability** insurance covering liability arising from the use or operation of any auto, including those owned, hired or otherwise operated or used by or on behalf of the Contractor. The coverage shall be at least as broad as the *Insurance Services Office Business Automobile Policy form CA 0001 ©*, current edition.

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

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

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

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

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

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

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

6. **Professional Liability** insurance – required only if contractor's scope of services include architectural, engineering, professional consulting or construction management. Such policy shall cover wrongful acts made by or on behalf of the Professional. Claims-made coverage is permitted, provided the policy retroactive date is continuously maintained prior to the commencement of professional services rendered to the Tribe, plus an additional period of three years after such services have been rendered to the Tribe.

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

Deductibles and Self-insured Retentions

The funding of deductibles and self-insured retentions maintained by Contractor shall be the sole responsibility of Contractor, including any amounts applicable to deductibles or self-insured retentions applicable to claims involving the Tribe as an additional insured. Any self-insured retentions in excess of $50,000 must be declared to and approved by the Tribe.

Other Insurance Provisions

The required insurance shall contain the following additional provisions:

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

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

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

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

<u>Subcontractor/Subconsultant Minimum Limits of Insurance</u>
The CONTRACTOR is responsible for assuring that each subcontractor or subconsultant also carries the following required minimum insurance coverage prior to commencement of work and continues such coverage in full force and effect for the duration of any contractual Agreement.

1. Comprehensive General Liability – 1,000,000 per occurrence/2,000,000 in the aggregate.
    a. General Liability: Per Occurrence, Bodily Injury and Property Damage Liability: 1,000,000 Aggregate Per Offense, Personal and Advertising Injury Liability: 1,000,000 Products and Completed Operations Policy Aggregate: 1,000,000 General Aggregate Applicable to Claims Other Than Products and Completed Operations: 2,000,000
    b. The Comprehensive General Liability policy, by policy endorsements shall:
        i. Name the Seminole Tribe of Florida as an additional insured;
        ii. Include a Waiver of Subrogation Endorsement to the Seminole Tribe of Florida in favor of the OWNER

2. Automobile Liability – 1,000,000 Combined Bodily Injury and Property Damage Liability Per Accident for Bodily Injury and Property Damage

3. Worker's Compensation – insurance as is required by statute or law, or as may be available on a voluntary basis.

4. Professional Liability (if applicable) – 1,000,000 Each Wrongful Act, required only if subconsultant's scope of services includes architectural, engineering, professional consulting, or construction management. Such policy shall cover wrongful acts made by or on behalf of the sub-consultant. 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.

Minimum Limits of Insurance

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

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

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

EXHIBIT K

FIRM CERTIFICATION

I/we make the following certifications and assurances as a required element of the Request for Qualifications, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract:

1. I/we declare that all answers and statements made in the proposal are true and correct.

2. I/we understand that the Seminole Tribe of Florida will not reimburse me/us for any costs incurred in the preparation of this proposal.

3. I/we agree that submission of the attached qualifications constitutes acceptance and understanding of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.

4. No attempt has been made or will be made by the Firm to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

5. I/we grant the Seminole Tribe of Florida the right to contact references and others who may have pertinent information regarding the ability of the Respondent and the lead staff person to perform the services contemplated by this proposal.

On behalf of the firm submitting this proposal, I hereby certify the above statements:

Business Name: _____

Signature of Authorized Representative: _____

Print Name: _____

Title: _____

Date _____

EXHIBIT L

DRUG-FREE WORKPLACE FORM

The undersigned Vendor, does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under procurement a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or no contest to, any violation of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

Business Name: _____

Signature of Authorized Representative: _____

Print Name: _____

Title: _____

Date _____

EXHIBIT M

PROPOSED SAMPLE 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 N

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

(To be submitted by Vendor)

EXHIBIT O

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

(To be submitted by Vendor)

EXHIBIT P

W-9 FORM

(To be submitted by Vendor)