# SOQ SUBMITTAL CHECKLIST

| Document | Description | Contractor Initials |
|---|---|---|
| N/A | Cover Letter & Executive Summary | |
| A | Acknowledgement of Receipt of Addenda | |
| B | Statement of Qualifications | |
| C | Organization, Management, and Staff | |
| D | Record of Performance | |
| E | Project Type Selection Table and Contractor Project Location Preference Table | |
| F-1 | Project References | |
| F-2 | List of Projects with the Tribe | |
| G | Certificate of Ability to Obtain Payment and Performance Bonds | |
| H | Contractor Certification Regarding Disbarment and Suspension | |
| I | Firm Certification | |
| J | Drug-Free Workplace Form | |
| K | Insurance Requirements and Certificate of Insurance | |
| L | Certificate of Authority to do Business in the State of Florida – Occupational License | |
| M | Florida Department of Business and Professional Regulation – License(s), Certifications(s), and/or Registration(s) | |
| N | W-9 Form | |
| O | Documentation of Seminole Tribe Member ownership, if applicable | |

# EXHIBIT A

## ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

Bidder acknowledges receipt of the Following Addenda:

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

Addendum No. 2, dated: _____ Addendum No. 5, dated: _____

Addendum No. 3, dated: _____ Addendum No. 6, dated: _____

Addendum No. 7, dated: _____ Addendum No. 8, dated: _____

COMPANY NAME: _____

BY (PRINT): _____

TITLE: _____

SIGNATURE: _____

ADDRESS: _____

CITY/STATE: _____ ZIP CODE: _____

TELEPHONE: (_____) _____

FAX: (_____) _____

EMAIL: _____

ATTEST: _____

TITLE/SEAL: _____

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

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

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

| Name | Address |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

# EXHIBIT B

## STATEMENT OF QUALIFICATIONS

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

### A. CONTRACTOR DATA

| | |
|---|---|
| Corporate Name | |
| Address | |
| | |
| Telephone Number | |
| Authorized Signor | |
| Title | |
| Email Address | |
| Date Contractor Established | |
| Years as a Licensed General Contractor | |
| Federal Tax ID Number | |

i. If the Contractor has been in business under the present business name for less than five (5) years, provide the prior business name of the Contractor (or its principals) and the number of years it was in business:

Prior Business Name: _____

Prior Business In business for _____ years.

ii. Contractor is a (check one):

| | |
|---|---|
| Sole Proprietorship | |
| Corporation | |
| Partnership | |
| Other (Specify) | |

iii. If the Contractor is a corporation, it is (check all that apply):

| | |
|---|---|
| Publicly Held | |
| Privately Held | |
| Subsidiary | |

iv. Contractor's present headquarters office:

| | |
|---|---|
| Corporate Name | |
| Address | |
| | |
| Telephone Number | |
| Relationship between Contractor and Parent Company (applies to Subsidiary Corporations only) | |

v. The following named person(s) are hereby authorized to bind the Contractor in matters relating to the SOQ:

| Name | Title |
|---|---|
| | |
| | |
| | |
| | |

**B. <u>REPRESENTATIONS, CERTIFICATION AND ACKNOWLEDGMENTS OF THE CONTRACTOR</u>**

i. The undersigned represents, warrants, and certifies on behalf of the Contractor that:

- The information contained in the SOQ is true and complete.
- The SOQ has been duly and properly authorized for submission by the Contractor.
- In its preparation and development of the SOQ, the Contractor has not, directly, or indirectly, solicited or received any advice, assistance or information concerning the RFQ from any representative of the Tribe, or its agents or contractors, which was not equally available to other Contractors, and which might contribute to an actual or potential competitive advantage for the Contractor.

ii. The undersigned acknowledges on behalf of the Contractor that the Tribe's receipt or discussion of any information (including information contained in the SOQ) shall not impose any obligation whatsoever on the Tribe or entitle the Contractor to any compensation therefore, except to the extent specifically provided in such written Agreement as may be entered into between the Tribe and the Contractor. Any information given to the Tribe before, with, or after the submission of the SOQ, either orally or in writing, except as noted below, may be used, or disclosed to others for any purpose and any time without obligation or compensation and without liability of any kind whatsoever. Any statement which is inconsistent with the terms of this paragraph, whether made as part of or in connection with any information received from

the Contractor or made at any other time in any fashion, shall be void and of no effect. The SOQ is not intended, however, to grant to the Tribe the right to use any matter which is the subject of valid existing or pending patents.

iii. The undersigned certifies for himself/herself and for the Contractor, under penalty of perjury, that to the best of his/her knowledge and belief:

- The Contractor's sole proprietorship, partnership, corporation, or other legal entity is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any local agency;
- The Contractor's sole proprietorship, partnership, corporation, or other legal entity is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any local agency within the past five (5) years;
- The Contractor's sole proprietorship, partnership, corporation, or other legal entity has not been indicted, convicted nor had a civil judgment rendered against it by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past five (5) years.

**C. CURRENT PROJECTS** – Provide the following information concerning all contracts on hand as of the date of submission of contractor's response to this RFQ. In the case of co-venture, list information for all co-ventures.

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

(Continue list on additional sheet, if necessary)

Knowingly providing false information will result in disqualification from consideration as part of the RFQ.

**IN WITNESS THEREOF,** the Contractor has executed this ***EXHIBIT B – Statement of Qualifications*** this _____ day of _____, 20__.

*When Contractor is a Corporation:*

| | |
|---|---|
| Name of Corporation | |
| By: | |
| | Signature of Officer |
| Print Name: | |
| Title: | |
| Corporate Address: | |
| Attest: | |
| | Secretary |
| Affix Corporate Seal: | |

*When Contractor is a Partnership or Joint Venture:* (A general or limited partner must sign)

| | |
|---|---|
| Name of Partnership or Joint Venture | |
| By: | |
| | Signature of Partner |
| Print Name: | |
| Address: | |

*When Contractor is a Sole Proprietorship or operates under a Trade Name:*

| | |
|---|---|
| Name of Firm | |
| By: | |
| | Signature |
| Print Name: | |
| Address: | |

# EXHIBIT C

## ORGANIZATION, MANAGEMENT, AND STAFF

Instructions:

1) Organization Structure – Contractor to provide an Organization Chart for this RFQ and describe the structure and functional relationships of your team, including the Project Manager, key personnel, and subcontractors/consultants in an organization chart.
2) Firm and Staff Location - Contractor to attach map of firm locations in Florida and the U.S. and # of available staff at each location. Contractor to identify where are/will staff resources be drawn from.
3) Project Management – Contractor to provide a narrative of their proposed management plan, including:
    - How you will work with STOF.
    - How you approach developing design solutions, including methodology, approach, and delivery processes that you would use to complete a project.
    - How you anticipate challenges in a project.
    - A description of the organization that you plan to create for the purpose of completing various work tasks, including staff and their duties, location of offices, and methods of communicating information.
4) Staff – Contractor to provide the following information:
    - Describe the qualifications of key proposed staff (Limit – no more than one (1) page per staff member).
    - Identify the Project Manager who will be responsible for execution of projects, assignment of resources, and meeting schedule and budget, and their qualifications. Note: The Project Manager cannot be changed without approval of the STOF.
    - Identify which professional services the prime contractor offers, and which services will be provided by subcontractors/subconsultants.
5) Working with the Seminole Tribe of Florida – Contractor to answer the following:
    - What familiarity do the proposed staff have with the Seminole Tribe of Florida, its culture, processes, and standards?
    - What experience does your contractor have in delivering projects in both urban and isolated rural locations?
    - How will your project organization be integrated with STOF to achieve a "Team" approach?
    - How will priority be assigned to STOF projects within your organization?

# EXHIBIT D

## RECORD OF PERFORMANCE

Instructions: Answer the following for Contractor and proposed subcontractors/consultants. All responses should reflect past, current, and pending issues:

1) Has the contractor had any contract that has been terminated or will be terminated for default? Indicate yes or no.
   - If the answer is yes, include for each such contract Client/Owner's name, address, name of contract person, title, telephone number and email address, the nature of the work, contract amount, reason for default, and date of the termination or judgment: (additional sheets may be provided if necessary)

2) During the five-year period prior to the date of issuance of this RFQ, has/will a judgment be rendered against the contractor in any court in connection with a similar scope and services? Indicate yes or no.
   - If the answer is yes, include for each such contract Client/Owner's name, address, name of contract person, title, telephone number and email address, the nature of the work, contract amount, reason for default, and date of the termination or judgment: (additional sheets may be provided if necessary)

3) During the five-year period prior to the date of issuance of this RFQ, has the contractor been involved in any criminal, civil or administrative suits, actions, investigations, or proceedings that were commenced, pending, settled, threatened, resolved, or concluded, in connection with a similar scope and services? Indicate yes or no.
   - If the answer is yes, state the date of the suit, action, investigation or proceeding (or time period involved); the specific nature of the suit, action, investigation or proceeding; the amount of funds involved, if any; the names of the parties; the names and complete addresses of the courts and law enforcement agencies involved; the title and file number of the suit, action, investigation or proceeding; the disposition or current status; and any sentence, fine or other penalty imposed.

4) Has the contractor failed to complete Services for a project during the five-year period prior to the date of issuance of the RFQ excluding those still in process or under contract? Indicate yes or no.
   - If the answer is yes, include for each such contract Client/Owner's name, address, name of contact person, title, telephone number, the nature of the project, and the reason for not completing the work.

5) List all prior experience working with the Seminole Tribe of Florida. Indicate yes or no if in the past ten (10) years, has the contractor:
   a. had any contract that has been terminated or will be terminated for default; or
   b. failed to complete Services for a project
   - If the answer is yes, include for each such contract the project name, name of contact person, title, telephone number, the nature of the project, and the reason for termination or not completing the work.

# EXHIBIT E

## PROJECT TYPE SELECTION TABLE and CONTRACTOR PROJECT LOCATION PREFERENCE TABLE

Contractors responding to this RFQ should indicate which projects and delivery methods they would like to be considered for in response to this solicitation by placing an "X" in the desired category. The project types include, but are not limited to the following:

| PROJECT TYPE SELECTION TABLE | | Delivery Method | | |
|---|---|---|---|---|
| **Project Type** | **Indicate with "X" if Contractor would like to be considered for this service** | **Design-Bid-Build** | **Design-Build** | **Guaranteed Maximum Price** |
| Vertical Construction | | | | |
| Infrastructure Construction | | | | |
| Transportation Construction | | | | |

| CONTRACTOR PROJECT LOCATION PREFERENCE TABLE | | |
|---|---|---|
| **Location** | **Proximity to nearest business locations (miles)** | **Indicate with "X" if Contractor has a preference as to working at the sites listed below** |
| Big Cypress Seminole Indian Reservation | | |
| Brighton Seminole Indian Reservation | | |
| Fort Pierce Seminole Indian Reservation | | |
| Hollywood Seminole Indian Reservation | | |
| Immokalee Seminole Indian Reservation | | |
| Tampa Seminole Indian Reservation | | |
| Lakeland Trust Land | | |
| Tamiami Trail | | |

Business Name: _____

Signature: _____

Print Name: _____

Title: _____

Date _____

# EXHIBIT F-1

## PROJECT REFERENCES

Provide the required information for a minimum of three (3) relevant reference projects for each of the services selected in ***EXHIBIT E – PROJECT TYPE SELECTION TABLE*** performed by the contractor's team within the past ten (10) years. The project must be verifiable, and the work listed must be similar to that specified for the services selected in ***EXHIBIT E – PROJECT TYPE SELECTION TABLE.*** Use one (1) table/page for each of the required project references.

| | |
|---|---|
| Project Type (from Exhibit E) | ☐ Vertical Construction<br>☐ Infrastructure Construction<br>☐ Transportation Construction |
| Project Name | |
| Description of Project | |
| Description of Services Performed | |
| Start/Completion Date | |
| Project size, expressed in gross square feet | |
| Construction Cost | |
| Change Order % | |
| Name, Address, Telephone Number, and email of Owner reference | |
| Subcontractor(s)/Subconsultant(s) Utilized and Specialty | |

Business Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

# EXHIBIT F-2

## LIST OF PROJECTS WITH THE TRIBE

SECTION I:
Contractors must select one of the following options and complete the form as instructed.

Select one:
☐ Contractor DOES have experience with the Tribe. (Continue to Section II).
☐ Contractor does NOT have experience with the Tribe. (Continue to Section III).

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

Experience #1

| | |
|---|---|
| Select one: | ☐ Pending project / ☐ Completed project |
| Project Name: | |
| Contact Person: | |
| Contact Phone and/or Email: | |
| Project Location: | |
| Description of Project | |

Experience #2

| | |
|---|---|
| Select one: | ☐ Pending project / ☐ Completed project |
| Project Name: | |
| Contact Person: | |
| Contact Phone and/or Email: | |
| Project Location: | |
| Description of Project | |

Experience #3

| | |
|---|---|
| Select one: | ☐ Pending project / ☐ Completed project |
| Project Name: | |
| Contact Person: | |
| Contact Phone and/or Email: | |
| Project Location: | |
| Description of Project | |

SECTION III:

Business Name: _____
Signature: _____
Print Name: _____
Title: _____
Date _____

# EXHIBIT G

## CERTIFICATE OF ABILITY TO OBTAIN PAYMENT AND PERFORMANCE BONDS

| Check One | Ability to Obtain | Action |
|---|---|---|
| ☐ Yes | Contractor can obtain Payment and Performance Bonds | Contractor to attach letter from Surety indicating ability to obtain Payment and Performance Bonds. AIA Performance Bond and AIA Payment Bond A312 forms shall be utilized for projects. |
| ☐ No | Contractor cannot obtain Payment and Performance Bonds | Is Contractor a Tribal Member Contractor?<br>☐ Yes<br>☐ No |

# EXHIBIT H

## 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 I

## FIRM CERTIFICATION

I/we make the following certifications and assurances as a required element of this the 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 RFQ.

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 J

## DRUG-FREE WORKPLACE FORM

The undersigned Contractor, 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 K

## INSURANCE REQUIREMENTS

(Proof of Insurance for each Service Type to be attached by Contractor)

Contractor (hereinafter also known as "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 RFQ as follows in accordance with the Service Type(s) selected in Exhibit E – Project Type Selection Table and Contractor Project Location Preference Table:

This Contract includes the requirement that the Owner be named as additional insured and with Waiver of Subrogation, for the Comprehensive General Liability policy by policy endorsement(s).

The Contractor shall procure and maintain for the duration of the contract the following required insurance, with insurers' financially acceptable and lawfully authorized to do business in the states where the Owner, 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 services performed by or on behalf of the Contractor, his agents, or representatives.

### A. <u>Design-Bid Build - Minimum Scope of Insurance</u>

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:**

1. **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.

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

3. **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.

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

## Minimum Limits of Insurance

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

## B. Design-Build - Minimum Scope of Insurance

1. **Commercial General Liability** insurance on an occurrence coverage form, at least as broad as the I*nsurance 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. **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.

5. **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.

**Minimum Limits of Insurance** - Contractor shall maintain the following minimum limits of insurance (unless higher limits required by law or statute):

1. **Commercial General Liability (including umbrella or excess liability):** $2,000,000 per occurrence, bodily injury, and property damage liability; $4,000,000 Aggregate per offense, personal and advertising injury liability; $4,000,000 products and completed operations policy aggregate and $4,000,000 general aggregate applicable to claims other than products and completed operations. 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 contract has been completed or terminated. If the annual contract value exceeds $500,000, the general aggregate limit shall apply separately to the Tribe's project.

2. **Automobile Liability:** $1,000,000/$2,000,000 combined bodily injury and property damage liability per accident for bodily injury and property damage.

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

4. **Contractors Pollution Liability:** $1,000,000 per incident /$2,000,000 Aggregate

5. **Pollution Legal Liability:**

| | |
|---|---|
| Hazardous Waste Disposal Facilities | $2,000,000 per incident / $4,000,000 annual aggregate |
| All Other Disposal Facilities | $1,000,000 per incident /$2,000,000 aggregate |

6. **Professional Liability:** $1,000,000 each wrongful act if Professional's contract with the Tribe exceeds $1,000,000, the each wrongful act limit shall apply separately to this project.

**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:

1. **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.

2. **WAIVER OF SUBROGATION -** Contractor will provide a Waiver of Subrogation Endorsement to the Tribe, in favor of the Tribe.
3. **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.
4. **PROPERTY INSURANCE -** Property insurance written on a 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 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 as provided in the Contract documents Section 9.10 FINAL COMPLETION AND FINAL PAYMENT or until no person or entity other than the Owner has an insurable interest in the property required by Section 11.4 PROPERTY INSURANCE to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors as co-insureds in the Project. The Contractor shall be responsible for the Builder's Risk Policy of Insurance, including all deductibles. General Contractor is to provide Evidence of Builder's Risk Insurance ten days prior to commencement of 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 damage 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 loss.

**C. <u>Guaranteed Maximum Price</u>** (Refer to section A. Design-Bid-Build for Insurance Requirements)

# EXHIBIT L

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

**(To be submitted by Contractor)**

# EXHIBIT M

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

**(To be submitted by Contractor)**

# EXHIBIT N

# W-9 FORM

# (To be submitted by Contractor)

# EXHIBIT O

## DOCUMENTATION OF SEMINOLE TRIBE MEMBER OWNERSHIP

**(If applicable, to be submitted by Contractor)**