



SEMINOLE TRIBE OF FLORIDA INVITATION TO BID

Solicitation No.: ITB 48-2025

Title: Generator Installation (Big Cypress)

Description: The Housing Department of the Seminole Tribe of Florida is requesting bids from qualified contractors to provide standby generator installation services needed at the Big Cypress Reservation.

Solicitation Release Date: August 28, 2025

Pre-Bid Conference: September 9, 2025 @ 10:30 AM (ET) **(MANDATORY)**
30901 Buffalo Jim Loop North
Clewiston, FL 33440

Deadline for Questions*: September 11, 2025 @ 5:00 PM (ET)

Bid Due Date: September 19, 2025 @ 5:00 PM (ET)

Contact Person(s)*: To: Kamillegomez@semtribe.com
Cc: BidSubmissions@semtribe.com
Contact instructions are detailed in Section IV, Paragraph 1.

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

SECTION I – GENERAL INFORMATION

1. **BACKGROUND**

The Seminole Tribe of Florida (hereinafter the “TRIBE” or “STOF”) is a federally recognized Indian Tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934, as amended, 25 U.S.C. §5123. There are six (6) Seminole Indian Reservations in the State of Florida in Big Cypress, Brighton, Hollywood, Immokalee, Tampa, and Fort Pierce. Tribal Headquarters are located on the Hollywood Reservation in an urban environment in the Greater Fort Lauderdale/Hollywood, Florida area. Satellite offices are located on each of the other reservations or trust land. The TRIBE also maintains off-reservation offices in Naples, Fort Pierce, Hollywood, and Miami.

The TRIBE provides various governmental services to its members and residents of its reservations similar to those services provided at the municipal or county level. Examples of such services include, but are not limited to, public works, recreation and elder services programs, police, fire, and EMS services. The TRIBE also maintains health and dental clinics, an education program, preschools and schools, a museum, two rodeo arenas, etc. In addition to governmental services, the TRIBE and the Seminole Tribe of Florida, Inc. (hereinafter “STOFI”) also are engaged in various business activities including real estate, agriculture, tourism, manufacturing, gas station/convenience stores, and sales.

The terms “Vendor” and “Bidder” are used interchangeably in this document to refer to respondents of this ITB. The term “Contractor” is used in this document to refer to the awarded vendor(s).

2. **ADDITIONAL ITEMS AND SERVICES**

The TRIBE may require additional items or services of similar nature, but not specifically listed in this solicitation. The selected CONTRACTOR(s) agrees to provide such items or services, and shall provide the TRIBE prices on such additional items or services based upon a formula or method that is the same or similar to that used in establishing the fees as a result of this solicitation. If the fees offered are not acceptable to the TRIBE, and the situation cannot be resolved to the satisfaction of the TRIBE, the TRIBE reserves the right to procure those items or services from others.

3. **FRAUD AND MISREPRESENTATION**

Any individual, corporation, or other entity that attempts to fulfill the requirements of this solicitation through fraud, misrepresentation, or material misstatement may be deemed non-responsible and such individual, corporation, or other entity’s qualification may be null and void.

4. **CONFIDENTIALITY / NON-DISCLOSURE**

BIDDER shall treat any information contained in this solicitation (or accumulated through other written or oral communication with the TRIBE) as confidential information. Any information

provided by the TRIBE to BIDDER in this solicitation is to be used solely to permit BIDDER to reply to the solicitation and BIDDER shall make no other use of the information, inclusive of sharing the information with corporate affiliates and subsidiaries without the prior written consent of the TRIBE. BIDDER shall hold the information contained in this solicitation in strict confidence and the information obtained will not be disclosed to any third-party, vendor affiliate, or subsidiary, without the TRIBE's prior written consent.

5. NON-EXCLUSIVITY

It is expressly understood that contractor selection does not grant CONTRACTOR an exclusive privilege to provide the TRIBE any or all of the goods and/or services that are the subject of this solicitation. The TRIBE reserves the right, as deemed in its best interest, to perform or cause to be performed the provision of the goods and/or services, or any portion thereof, herein described in any manner it sees fit, including but not limited to award to multiple contractors, and contract with other contractor(s) for the provision of goods and/or services similar or identical to those that are the subject of this solicitation.

6. DISCLOSURE

BIDDER responding to this solicitation must disclose in detail any current or past relationships with the TRIBE, Seminole Gaming, and/or STOFI and their employees.

7. ADDENDA / REVISIONS TO SOLICITATION

If it becomes necessary to revise or clarify any part of this solicitation, the TRIBE will modify this solicitation by issuance of written addenda. All addenda will clearly be marked as such and shall become part of the solicitation documents.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION II – SCOPE OF WORK

1. PROJECT DETAILS

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION III – QUALIFICATIONS REQUIREMENTS

1. GENERAL QUALIFICATIONS

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

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

- Be the prime contractor and may 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 bids any known or expected use of subcontractors. Failure to make such disclosure at the time of bid may result in rejection of the subcontractor and the resulting agreement. The TRIBE reserves the right to reject any subcontractors which, in the TRIBE's sole opinion, are unfit to work on this project.
- Hold a current certified license relevant to these services, as described in *Attachment C – Contractor Licensing Requirements*.
- Have a minimum of two (2) years of experience in providing similar services.
- Maintain a fully equipped organization capable, technically and financially, of performing the work required, and has performed similar work in a satisfactory manner.
- Carry and maintain adequate insurance consistent with the requirements listed in *Attachment B – Insurance Requirements*.
- Meet any other requirements outlined in this solicitation.

2. PRE-BID CONFERENCE (MANDATORY)

A Pre-Bid Conference has been scheduled for prospective bidders. Details regarding the Pre-Bid Conference are found in the paragraphs below.

2.1. ATTENDANCE AND ATTENDEES:

- **Attendance is mandatory to be eligible for award.**
- A grace period of ten (10) minutes will be allowed for attendees who are late. **Prospective bidders who arrive more than ten (10) minutes late shall be disqualified and shall not be permitted to sign-in and attend the Pre-Bid Conference.**
- Attendees must stay for the duration of the Pre-Bid Conference and may not leave until they are dismissed by the TRIBE's Project Manager.

2.2. MEETING DETAILS:

The date, time, and location of the Pre-Bid Conference are shown in the table below:

PRE-BID CONFERENCE	
Date:	September 9, 2025
Time:	10:30 AM (ET)
Location:	30901 Buffalo Jim Loop North Clewiston, FL 33440

2.3. NOTICE REGARDING LOCATION:

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

2.4. QUESTIONS:

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

2.5. GENERAL:

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION IV – SUBMISSION REQUIREMENTS & INSTRUCTIONS

1. CONTACT PERSON(S)

Responses to this solicitation, in addition to all questions, inquiries, and communication, must be routed through:

CONTACT PERSON	
Name:	Kamille Gomez
Email:	To: Kamillegomez@semtribe.com Cc: BidSubmissions@semtribe.com
Phone:	O: (954) 966-6300 x 11413 C: (954) 237-9612

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.

2. SUBMISSION REQUIREMENTS

BIDDER must include the items listed below as part of their submission to be considered for award:

- All required exhibits according to Section IV, Paragraph 4 of this solicitation.

Failure to submit all information may result in disqualification or lower ranking due to not meeting these requirements.

Required 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.

Each bid shall be signed by an authorized representative of BIDDER.

3. SUBMISSION INSTRUCTIONS

Electronic submissions in response to this solicitation must be emailed to the Contact Person(s) listed in Section IV, Paragraph 1 by the Bid Due Date and time detailed in this solicitation.

- The TRIBE has an email size limit of 15MB per email. Larger files must be split into 15MB emails and sent separately.
- Physical correspondence, flash drives, or any other physical media shall not be accepted. Links to file sharing websites or portals shall not be accepted.

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

- Subject Line: ITB 48-2025 – [BIDDER's Company Name]

- If there are multiple emails for your submission, please number them sequentially in the following manner to ensure all emails are received: Submission 1 of 3, Submission 2 of 3, Submission 3 of 3, etc.

Submissions must be clear, concise, organized, legible, and easy to read and navigate. Submissions may be returned to BIDDER and required to be reorganized and resubmitted. Submissions which are deemed by the TRIBE to be illegible or unintelligible may be disqualified.

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.

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. ATTACHMENTS & 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.

While some Attachments and Exhibits may be attached separately, most Attachments and Exhibits may be found at the end of this file.

4.1. ATTACHMENTS:

Attachment	Description	Submission Instructions
Attachment A	Scope of Work	Review information. No further action needed.
Attachment B	Insurance Requirements	Review information. No further action needed.
Attachment C	Contractor Licensing Requirements	Review information. No further action needed.

4.2. EXHIBITS:

Exhibit	Description	Submission Instructions
Exhibit A	Schedule of Values	Review all tabs, fill-in required information, 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 M	Project Schedule	To be submitted by BIDDER as described below:

Exhibit	Description	Submission Instructions
		<ul style="list-style-type: none"> A proposed project schedule including at a minimum lead time, commencement of services, any relevant project phases, and completion dates.
Exhibit N	Warranty	<p>To be submitted by BIDDER as described below:</p> <ul style="list-style-type: none"> A list of included manufacturer warranties for all equipment being provided.
Exhibit Z	Acknowledgement of Receipt of Addenda	Complete, sign, and submit form <u>ONLY</u> if an addendum has been issued.

5. PRICE

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

6. POST SUBMISSION

Any price adjustments after bid submission must be requested in writing and approved by the TRIBE.

BIDDER may be required to clarify items related to their submission, which may include but not be limited to verifying submitted information and confirming comprehension of the full requirements of the Scope of Work, and is expected to be responsive. Bidders deemed by the TRIBE to be unresponsive may be disqualified.

BIDDER may be required to submit and/or sign additional documentation, forms, exhibits, etc. after the Bid Due Date and before the resultant agreement is drafted as a continuation of the solicitation requirements and/or as part of the vendor registration process. Should BIDDER be unable or unwilling to satisfy this requirement, BIDDER may be disqualified.

The TRIBE reserves the right to negotiate any and all submitted pricing, payment terms, warranties, etc. with the BIDDER or selected CONTRACTOR during the evaluation process, drafting phase of the resultant agreement, and/or at a time otherwise determined by the TRIBE.

6.1. NOTIFICATION:

BIDDER will be notified by email as to acceptance or rejection of their bid. Release of notification email should be within sixty (60) calendar days of the Bid Due Date. The TRIBE reserves the right to delay this action if it is deemed to be in the best interest of the TRIBE.

SECTION V – SELECTION PROCESS

1. EVALUATION CRITERIA

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

The TRIBE shall evaluate all submissions in the order listed below:

- On-time and complete submission (with all required documentation)
- License requirements
- Projected completion date and lead time
- Previous performance at a satisfactory level
 - The TRIBE reserves the right to eliminate any submission should BIDDER have evidence of previous poor or unsatisfactory performance for similar or dissimilar services performed for the TRIBE or other companies.
- Current and pending workload with the TRIBE performing similar and dissimilar services, and capability to take on additional responsibilities without negatively impacting existing opportunities
- Any other relevant factors, as listed in the solicitation
- Pricing versus the market
 - Pricing will be listed from lowest price to highest price for all bidders whose submission meets the minimum requirements listed above

The applicable bid(s) will be eliminated if any of the following apply:

- Any criteria or requirements are incomplete
- Any criteria or requirements are not met
- The required schedule cannot be met
- Any other relevant factor(s) are not met, as determined by the TRIBE

The remaining bid(s) will be evaluated on a price versus the market comparison and an awardee(s) will be determined. The TRIBE may select one (1) or multiple respondents to provide the solicited services. The TRIBE reserves the right to split award in its sole discretion.

This solicitation and selection process shall in no way be deemed to create a binding contract, agreement, or offer of any kind between the TRIBE and any entity. If the TRIBE selects a CONTRACTOR(s) to provide the services described in this solicitation, any legal rights and obligations between the successful CONTRACTOR(s), if any, and the TRIBE will come into existence only when an agreement is fully executed by the parties, and the legal rights and obligations of each party shall at that time be only those rights and obligations which are set forth in the agreement and any other documents specifically referred to in that agreement and executed by the parties.

2. RIGHT TO RESCIND AWARD

The awarded CONTRACTOR(s) will be required to enter into a formal agreement for these services after award. The TRIBE expects the awardee to suggest minimal revisions to this agreement.

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

3. SEMINOLE TRIBAL AND STOFI OWNED BUSINESS PREFERENCE

The TRIBE encourages its Seminole Tribal Member vendors and STOFI owned businesses to bid on goods and services through the competitive bidding process and will give preference to qualified Seminole Tribal Member and STOFI owned businesses/entities certified by the TRIBE.

In all cases, the Seminole Tribal Member owned business/entity or STOFI owned business/entity must be qualified for the applicable Scope of Work and must be able to demonstrate that the individual or business/entity has the skills and abilities to perform requested tasks in an acceptable manner.

Should bidders or prospective bidders have any questions related to Seminole Tribal Preference, please reach out to the Contact Person(s) listed in this solicitation.

4. HOW SEMINOLE TRIBAL PREFERENCE IS APPLIED

The following preference rules do not apply to projects over Five Million Dollars (\$5,000,000.00) in value.

For solicitations where the most qualified, responsive, responsible, lowest-priced bidder are the deciding factors for award, the following Seminole Tribal Preference rules shall apply whether the business/entity is 51% Seminole Tribal Member owned or higher:

- For non-construction projects, preference will be given to bids submitted by Seminole Tribal and STOFI owned businesses/entities as long as the bid is equal to or less than three percent (3%) (not to exceed \$100,000) of the lowest non-Seminole Tribal Member business's bid.
- For construction projects, preference will be given to bids submitted by Seminole Tribal and STOFI owned businesses/entities as long as the bid is equal to or less than four percent (4%) (not to exceed \$200,000) of the lowest non-Seminole Tribal Member business's bid.

5. VENDOR APPLICATION AND REGISTRATION PROGRAM

Because the TRIBE is engaged in Indian tribal gaming in accordance with the Indian Gaming Regulatory Act and the regulations promulgated by the National Indian Gaming Commission, the TRIBE cannot engage in significant transactions with individuals or business entities whom,

because of past or continuing activities, associations, or reputation, might bring discredit to the TRIBE and its gaming operations. Thus, the TRIBE has adopted a program whereby it reviews significant transactions and the persons or entities involved with those transactions to assure compliance with all applicable laws and regulations relating to gaming.

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ATTACHMENT A**SCOPE OF WORK****1. PROJECT DETAILS**

The following services shall be provided at the property(s) identified in Paragraph 3 “Location of Services.”

CONTRACTOR shall furnish and install all electrical components associated with this project. Generator and Liquid Propane tank shall be installed in accordance with industry standards and any applicable Federal, State, and Tribal codes and ordinances.

All materials, equipment, electrical components, etc. used in the installation of this equipment shall be new, free from defects, and of the appropriate gauge for its intended use.

1.1. SITE PREPARATION:

- CONTRACTOR shall remove, haul away, and responsibly dispose of the existing generator and existing tank.
- CONTRACTOR shall install a six-inch (6”) thick by four foot by nine foot (4’ x 9’) Pre-Cast Monolithic Concrete pad rated for three-thousand-pound (3,000 lb.) capacity for the generator, with number five (#5) rebar twelve inches (12”) on center, prior to the generator installation.
- CONTRACTOR shall obtain an electrical permit from the TRIBE’s Tribal Inspector’s Department or the local municipality (whichever applies).
- CONTRACTOR shall seek approval of the TRIBE’s Project Manager before installation.
- CONTRACTOR shall supply all drawings/prints and any other documentation needed by the TRIBE’s Tribal Inspector’s Department or local municipality (whichever applies) to obtain the required building permit.

1.2. GENERATOR:

- CONTRACTOR shall furnish and install five (5) new Generac.
 - One hundred and twenty over two hundred and forty (120/240) volt
 - Twenty seven kilowatt (27kW)
 - One thousand eight hundred revolutions per minute (1800 RPM)
 - One (1) phase, Liquid Propane Standby Generator Model #RG02724
- Generator shall be housed in a sound-attenuated aluminum enclosure.
- Five (5) battery kit including twelve (12) voltage direct current (VDC) battery and charger.
- Emergency Stop Button must be included.
- CONTRACTOR shall provide a minimum of twenty (20) gallons of Liquid Propane fuel for the start-up and testing of generator.

1.3. TRANSFER SWITCH:

- CONTRACTOR shall install and connect five (5) new, two hundred (200) amp, one hundred and twenty over two hundred forty (120/240) volt, one (1) phase Service Entrance Rated Automatic Transfer Switch to the generator.
- Existing breakers are two hundred (200) amps each.
- Each breaker box must be approximately twenty feet (20') away from the generator's proposed location.
- CONTRACTOR shall run all conduit and wiring of appropriate gauge from the generator(s) to the transfer switch.
- CONTRACTOR shall provide National Electrical Manufacturers Association (NEMA) Rated Automatic Transfer Switches and accessories.

1.4. BREAKER:

- CONTRACTOR shall install and connect to the existing two hundred (200) amp breaker installed at the residence(s).

1.5. LIQUID PROPANE FUEL TANK:

- CONTRACTOR shall furnish and install a new five hundred (500) gallon Liquid Propane tank.
- CONTRACTOR shall anchor and bury the Liquid Propane tank where the top of the tank is buried below ground at a minimum depth of four feet (4').
- CONTRACTOR shall connect Liquid Propane tank to the generator.
- Liquid Propane tank shall be installed no less than ten feet (10') from the generator.

1.6. ADDITIONAL CONTRACTOR RESPONSIBILITIES:

- CONTRACTOR shall supply all labor, materials, equipment, and supervision necessary for the total completion of the Scope of Work (SOW) (including but not limited to equipment rentals, etc.).
- CONTRACTOR shall perform all work according to code(s).
- CONTRACTOR shall place drop cloths, wall curtains, etc. to protect existing finishes, equipment, furniture, etc.
- CONTRACTOR shall clean up and responsibly remove all debris from the jobsite at the end of each workday and before final inspection of the completed job.
- CONTRACTOR shall contact the TRIBE's Project Manager for final inspection once the project is completed and prior to leaving the jobsite.

1.6.1. SAFETY:

- The work shall be in strict compliance with United States Occupational Safety and Health Administration (OSHA) and Florida State OSHA requirements, Florida Building Code, industry standards, etc., whichever safety requirements applicable to

its personnel, subcontractors, TRIBE representatives, and the general public that may be within the work zone.

- CONTRACTOR shall abide by all local, State, and Federal Laws and Regulations.

1.6.2. PERMIT REQUIREMENTS (IF APPLICABLE):

- CONTRACTOR shall be required to obtain requisite permits and drawings. The permit application must be submitted within two (2) business days of being awarded the project. Permit for Liquid Propane tank and/or natural gas piping must be obtained by a licensed plumbing, mechanical, or Category V LP Gas Installer (LI) contractor (as applicable).
- CONTRACTOR shall supply all drawings, prints, and any other documentation needed by the TRIBE's Tribal Inspector's Department.
- CONTRACTOR shall produce all necessary county and local licenses, where applicable.
- CONTRACTOR shall be responsible for timely obtaining all necessary permits, permit fees, and inspections through appropriate agencies.
 - Contact the TRIBE's Tribal Inspector's Department via email at buildingdept@semtribe.com for requirements.
 - All new incoming permitting applications shall be sent to the Tribal Inspector's Department by the digital self-service portal: https://lmp.semtribe.com/EnerGov_Prod/SelfService. CONTRACTOR shall follow the instructions to register. Once registration has been approved, CONTRACTOR or delegate will be able to log in to use the site.
- CONTRACTOR shall schedule all in-progress, partial, and final inspections with the TRIBE's Building Department. CONTRACTOR shall have a representative on-site at time of inspection with the original permit and NOA(s) or product approval number(s) on site.

1.6.3. INVOICING:

- CONTRACTOR shall send all invoices to invoices@semtribe.com and copy the TRIBE's Housing Department Project Manager. CONTRACTOR shall NOT email invoices directly to the Housing Department.

2. WARRANTY

- All supplied materials, equipment, accessories, electrical components, etc. shall be warranted for a minimum period of five (5) years, beginning after the final inspection approval from the TRIBE's Tribal Inspector's Department or local municipality's building department (whichever applies).
- In the event the manufacturer's warranty is longer than five (5) years, the longer warranty term provided by the manufacturer shall apply. All manufacturer's warranties shall pass through without restriction to the TRIBE.
- CONTRACTOR shall list and provide manufacturer warranties for all equipment provided.

- CONTRACTOR shall provide a Workmanship Warranty for a minimum of two (2) years, which shall begin after the TRIBE's written acceptance.

3. LOCATION OF SERVICES

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

LOCATIONS
31801 SW Canal Street, Clewiston, FL 33440
30485 Meleleuca Terrace, Clewiston, FL 33440
30201 Basin Terrace, Clewiston, FL 33440
31940 Josie Billie Highway, Clewiston, FL 33440
30975 George Billie Highway, Clewiston, FL 33440

4. PERIOD OF PERFORMANCE

All services described in the Scope of Work must commence within five (5) calendar days of receipt of Purchase Order (PO) or Notice to Proceed (NTP) (email sufficient) and must be completed within one hundred and eighty (180) calendar days.

ATTACHMENT B

INSURANCE REQUIREMENTS

The TRIBE reserves the right to modify the insurance requirements listed in this solicitation, as needed.

CONTRACTOR receiving an award, if any, will be requested to procure and maintain insurance coverage throughout the term of service provision from an insurer(s) financially acceptable and lawfully authorized to do business in the state(s) where the TRIBE conducts operations. Such coverage shall protect CONTRACTOR against claims arising from sickness, disease, death or injury to persons, and/or physical damage to tangible property, including loss of use, which may arise from the goods, products, or services provided by the CONTRACTOR, its agents, or its representatives.

Minimum Scope of Insurance

CONTRACTOR's insurance coverage shall include the following minimum limits and coverage, if applicable:

- I. Commercial General Liability insurance on an occurrence coverage form, at least as broad as the *Insurance Services Office Commercial General Liability Policy form CG 0001* ©, current edition. If CONTRACTOR sells or distributes alcoholic beverages such coverage shall include Liquor or Dram Shop Liability. If CONTRACTOR sells or distributes food or beverage products such coverage shall include claims emanating from food-borne illness. Other than the standard exclusions applicable to pollution, asbestos, mold, employment practices, ERISA and professional liability, there shall be no additional limitations or exclusions beyond those contained in the above referenced policy form applicable to products and contractual liability. In addition to procuring and maintaining this insurance during the duration of the contract, CONTRACTOR agrees to continue to procure and continuously maintain products liability insurance coverage for a minimum of three years after the date the contract is completed or terminated.
- II. Automobile Liability insurance covering liability arising from the use or operation of any auto, including those owned, hired or otherwise operated or used by or on behalf of the CONTRACTOR. The coverage shall be at least as broad as the *Insurance Services Office Business Automobile Policy, form CA 0001* ©, current edition.
- III. Workers' Compensation and Employer's Liability insurance as is required by statute or law, or as may be available on a voluntary basis.
- IV. Professional Liability insurance covering wrongful acts made by or on behalf of the CONTRACTOR. Claims-made coverage is permitted, provided the policy retroactive date is continuously maintained prior to the commencement of professional services rendered to the TRIBE, plus an additional period of three years after such services have been rendered to the TRIBE. If the CONTRACTOR's scope of work includes

environmental engineering or consulting, the coverage required hereunder must not exclude coverage for environmental (professional) services.

Minimum Limits of Insurance

CONTRACTOR shall maintain the following minimum limits of insurance, if applicable (unless higher limits are required by law or statute):

1. Commercial General Liability (including umbrella or excess liability): \$1,000,000 per occurrence, bodily injury and property damage liability; \$1,000,000 per offense personal and advertising injury liability; \$1,000,000 products and completed operations policy aggregate and \$2,000,000 policy general aggregate applicable to claims other than products and completed operations.
2. Automobile Liability: \$1,000,000 combined bodily injury and property damage liability per accident for bodily injury and property damage.
3. Employer's Liability: \$500,000 accident for bodily injury by accident or disease, including \$500,000 disease aggregate.
4. Professional Liability: \$1,000,000 each wrongful act, \$2,000,000 policy aggregate. If CONTRACTOR's contract with The TRIBE exceeds \$1,000,000, the each wrongful act limits shall apply separately to the TRIBE's project.

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

The required insurance shall contain the following additional provisions:

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

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

Acceptability of Insurers

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

Verification of Coverage

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

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

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

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 M
PROJECT SCHEDULE
(To be submitted by BIDDER)

EXHIBIT N
WARRANTY
(To be submitted by BIDDER)

EXHIBIT Z**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

Respondent acknowledges receipt of the following Addenda:

ADDENDUM NO.	RESPONDENT INITIALS
Addendum No. 1	
Addendum No. 2	
Addendum No. 3	
Addendum No. 4	
Addendum No. 5	
Addendum No. 6	
Addendum No. 7	
Addendum No. 8	

If an Addendum was NOT released as part of this solicitation, *Exhibit Z* is NOT required.

COMPANY NAME: _____

BY (PRINT): _____

TITLE: _____

SIGNATURE: _____