



## SEMINOLE TRIBE OF FLORIDA INVITATION TO BID (UNDER \$75K)

Solicitation No.: ITB-LD 67-2025

Title: ADA Bathroom Renovation (Big Cypress)

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

Solicitation Release Date: June 26, 2025

Pre-Bid Conference: July 9, 2025 @ 10:00 AM (ET) **(MANDATORY)**  
30575 New Housing Road, Clewiston, FL 33440

Deadline for Questions\*: July 10, 2025 @ 5:00 PM (ET)

Bid Due Date: July 17, 2025 @ 5:00 PM (ET)

Contact Person(s)\*: To: MarthaGongoraDiaz@semtribe.com  
Cc: [BidSubmissions@semtribe.com](mailto: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 – INTRODUCTION**

### **1. NOTICE REGARDING TERMINOLOGY**

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

Although this solicitation is labeled as an Invitation to Bid Low-Dollar (ITB-LD), bidders may consider this solicitation a standard Invitation to Bid (ITB). The term “Low-Dollar” is used by the Purchasing Department of the Seminole Tribe of Florida (hereinafter the “TRIBE”) to differentiate this solicitation from projects with a higher estimated value for reasons related only to internal procedures and policy. Bidders may expect a similar process as when bidding on a standard ITB facilitated by the TRIBE.

### **2. NOTICE REGARDING THE RESULTANT AGREEMENT**

This solicitation is neither a contractual offer nor a commitment to purchase any products or services.

The awarded CONTRACTOR(s) will be required to enter into a formal agreement with the TRIBE for the solicited services, unless otherwise determined by the TRIBE. The contents of the bid submitted by the successful BIDDER may become part of the contract awarded as a result of this solicitation.

### **3. OBJECTIVE**

The objective of this solicitation is to provide sufficient information to enable qualified bidders to prepare and submit written bids to the TRIBE. The TRIBE is initiating this competitive solicitation to qualified vendors who are in the business of providing General Contractor Services, capable of completing numerous job functions/services in a timely manner, and therefore, seeks to enter into an Agreement with the selected CONTRACTOR.

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## SECTION II – GENERAL REQUIREMENTS

### 1. SCOPE OF WORK

The Scope of Work (SOW) contained in the Attachments as *Attachment A – Scope of Work* describes the services expected for CONTRACTOR to provide the TRIBE. BIDDER must ensure all such services contained in *Attachment A* are provided for in every particular and shall meet or exceed the level of quality, availability, features, functionality, frequency, accuracy, and performance.

The silence of specifications or requirements as to any detail contained in this document or any of the Attachments, or the apparent omission from any specifications or requirements, or a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices shall prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the SOW shall be made on the basis of this statement.

### 2. STANDARDIZED REQUEST FOR REPAIRS/CONSTRUCTION

In an effort to standardize repairs/construction, the following specifications shall apply only to relevant projects. For projects which do not directly relate to bathrooms, kitchens, mechanical/HVAC, and/or water heaters, Paragraphs 2.2, 2.3, 2.4, and 2.5 do not apply unless otherwise determined by the TRIBE.

Paragraph 2.1 shall be applicable to all projects, unless otherwise noted by the TRIBE.

#### 2.1. GENERAL:

- Schedules should be submitted with all bids and updated any time there is a change
- Contractors are expected to work Monday-Friday, 8:00AM – 5:00PM unless otherwise specified by the TRIBE's Project Manager
  - No work shall be performed on Tribal events, holidays, and advisory emergencies, unless otherwise determined by the TRIBE.
- When installing new drywall in bedroom, living room, etc., backing must be provided for TVs being mounted on the wall
- Place a chase and an outlet at the same area where backing is located
- Seal all recess lighting, caulk the lights to the ceiling
- Caulk around all exterior lights
- All exterior light fixtures must be LED
- Any penetration that are made through the wall to the exterior must be caulked or sealed
- Any new gutters must have leaf guard
- Any roof repairs/replacement must follow Miami-Dade standards

**2.2. BATHROOM:**

- All wood cabinets are required at all times, when like for like is stated if current cabinet is particle board, include in the bid the price to replace with all wood
- Due-rock on walls in the shower or tub area
  - All joints, corners, and around windows must be sealed with red guard
  - Extend the Dur-rock 2' on all sides beyond the shower or tub
- Shower floor mortar bed, no foam or any other products should be used
  - Minimum 2-4% pre-slope
- Liner should be water tested for 24 hours
  - Minimum 6 inches
- All floor tile should be slip/skid resistant
- Shower floor tile should be a maximum of 2x2 mesh
- Provide backing for all walls inside tub/shower areas between 32" and 38"
- Faucets should be Kohler or Delta
- From shower diverter to shower head piping must be copper tubing and copper fittings
  - Secure the diverter and pipe fittings securely
- When tiling the walls extend 2 feet passed the shower or tub
- ADA bathroom the entire bathroom must be tile a minimum of 4 feet
- All toilets must be Kohler highline
- All exhaust must be vented through the roof or soffit
  - The exhaust fan and light for the bathroom must be on the same switch
- All paint must be high gloss

**2.3. KITCHEN:**

- All wood cabinets are required at all times, when like for like is stated if current cabinet is particle board, include in the bid the price to replace with all wood
- All sinks should be deep double drop in sinks
- Faucets should be Delta with a pull out spray hose
- Moisture resistant (purple) drywall
- Cabinet screws should be a minimum of 2 ½ inches
  - Efforts should be made to find a stud
- If drywall is removed from floor to ceiling, blocking must be provided for upper and lower cabinets
- All microwave and kitchen hoods must be exhausted outside

**2.4. MECHANICAL/HVAC:**

- All AC units must be installed on a metal stand with a secondary pan and connect float switch
- A primary float switch must be installed and connected
- When replacing duct work all joints and seams must be taped and mastic
- All new HVAC units must be a minimum of 16 seer
- All flexible ducts must be a minimum of R8 R-value

- All disconnects should be the pull type non-fuse
- Rheem, Goodman, Night and Day units preferred
- Caulk around all AC vents
- Keyed lockout caps must be on all units

## **2.5. WATER HEATERS:**

- GE brand, replaced like for like gallon size
- Drain pan required
- TRV piped to the outside
- All water heaters should have a separate shut off switch
- New code required Energy conservation code chapter 4
- Heat traps are mandatory

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## 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.
- 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.

### 3. 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.

#### 3.1. 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.

#### 3.2. MEETING DETAILS:

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

PRE-BID CONFERENCE	
Date:	July 8, 2025 (MANDATORY)

Time:	10:00 AM (ET)
Location:	30575 New Housing Road, Clewiston, FL 33440

**3.3. QUESTIONS:**

- Questions which arise 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.

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## 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:	Martha Gongora Diaz
Email:	To: MarthaGongoraDiaz@semtribe.com Cc: <a href="mailto:BidSubmissions@semtribe.com">BidSubmissions@semtribe.com</a>
Phone:	O: (954) 966-6300 x 10988 C: (954) 248-0012

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 Attachments and Exhibits provided to BIDDER by the TRIBE shall not be altered by BIDDER and shall only be filled-in as instructed by the TRIBE, unless otherwise instructed by the TRIBE. Bids which include altered files may be disqualified, as determined by the TRIBE.

**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 will not be accepted.
- Any bid received after the Bid Due Date and time, regardless of the method of delivery, shall be disqualified.

The Subject Line of all emailed correspondence from BIDDER to the TRIBE regarding this solicitation should include the ITB-LD Number.



- 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:**

<b>Attachment</b>	<b>Description</b>	<b>Submission Instructions</b>
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:**

<b>Exhibit</b>	<b>Description</b>	<b>Submission Instructions</b>
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"> <li>A proposed project schedule including at a minimum lead time, commencement of services, any relevant project phases, and completion dates.</li> </ul>
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.
- Statement of Qualifications or Qualification Questionnaire
- 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. RESERVATION OF RIGHTS**

- 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.
- The TRIBE reserves the right to select minority vendors and/or vendors with Tribal Member ownership.
- The TRIBE reserves the right to reject any or all bids, to waive formalities or informalities, and to award either in whole or in part.

## **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.

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## ATTACHMENT A

### SCOPE OF WORK

#### 1. PROJECT DETAILS

CONTRACTOR shall perform the services detailed below to complete this SOW.

##### 1.1. HOME INTERIOR:

The following area(s) of the home interior shall be considered within this SOW:

##### 1.1.1 Guest Bathroom

- CONTRACTOR shall demolish and responsibly dispose of the following:
  - The tub and tub surround.
  - Tub diverter.
  - Wall tile material in shower/tub area.
- CONTRACTOR shall install a new shower pan and prep for tile installation.
  - CONTRACTOR shall install a new shower diverter.
  - CONTRACTOR shall install new ½” duroc to shower walls, prep with waterproof membrane for new tile installation.
    - Dur-rock (per manufacturer’s specifications. Use approved fasteners and apply liquid waterproof membrane over entire surface area of wall board. Manufacturer’s fiber mesh material shall be installed at all joints including inside corners, at floor, and shower drain flange per manufacturer’s specifications and Florida Building Code latest edition).
- CONTRACTOR shall supply and install the following:
  - Shower wall tile from floor to ceiling.
    - Tile shall be chosen by the TRIBE and shall be shared at the Pre-Bid Meeting.
    - Shower floor tile: Please use four dollars per square foot (\$4.00) for bidding purposes.
    - Shower pan and mud bed (Red Guard liquid membrane is an approved substitution)
    - Shower floor shall slope to drain per American with Disabilities Act (ADA) standards for zero entry ADA shower.
    - CONTRACTOR shall grout and seal new tile.
  - CONTRACTOR shall install new shower doors.
- CONTRACTOR shall remove and reset the toilet.
- CONTRACTOR shall remove and install new vanity with new plumbing fixtures.
- CONTRACTOR shall perform a final clean and remove all debris from the job site.
- CONTRACTOR shall verify and correct, if needed, all stud spacing which shall be sixteen inches (16”) on center (OC).

**1.2. ADDITIONAL CONTRACTOR RESPONSIBILITIES:**

- CONTRACTOR shall supply all labor, materials, equipment, and supervision necessary for the total completion of the SOW (including but not limited to equipment rentals, portable toilets, 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 Housing Department for final inspection once the project is completed and prior to leaving the jobsite.

**1.2.1. PERMIT REQUIREMENTS (IF APPLICABLE):**

- CONTRACTOR shall produce all necessary county and local licenses, where applicable.
- CONTRACTOR shall supply all drawings, prints, and any other documentation needed by the Building Department.
- All work performed under the resultant agreement shall be in strict compliance with the Florida Building Code, industry standards, Occupational Safety and Health Administration (OSHA) regulations, and local municipalities.
- 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](mailto: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](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.

**1.2.2. INVOICING:**

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

**2. LOCATION OF SERVICES**

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

30575 New Housing Road, Clewiston, FL 33440

**3. PERIOD OF PERFORMANCE**

All services described in the Scope of Work must commence within Thirty (30) calendar days of receipt of Purchase Order or Notice to Proceed (email sufficient) and must be completed within Twenty (20) 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 Z****ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

Respondent acknowledges receipt of the following Addenda:

<b>ADDENDUM NO.</b>	<b>RESPONDENT INITIALS</b>
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: \_\_\_\_\_