



SEMINOLE TRIBE OF FLORIDA REQUEST FOR PROPOSAL

Solicitation No.: RFP 37-2025

Title: West Boundary Road (384023) (Big Cypress)

Description: The Seminole Tribe of Florida requires the provision of maintenance services for roadway improvement from pre-qualified Florida Department of Transportation (FDOT) contractors at the Big Cypress Seminole Indian Reservation.

Solicitation Release Date: June 17, 2025

Pre-Proposal Conference: June 25, 2025 @ 2:30 PM (ET) **(MANDATORY)**
Public Safety Complex
Conference Room #PMB 280
30290 Josie Billie Highway
Clewiston, FL 33440

Deadline for Questions*: July 3, 2025 @ 3:00 PM (ET)

Submission Due Date: July 11, 2025 @ 3:00 PM (ET)

Contact Person(s)*: To: MarianJamaleddine@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 “Respondent” are used interchangeably in this document to refer to respondents of this RFP. 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.

CONTRACTOR shall work cooperatively, when required, with any additional parties from which these services are obtained.

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

RESPONDENT 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 RESPONDENT in this solicitation is to be used solely to permit RESPONDENT to reply to the solicitation and RESPONDENT 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. RESPONDENT 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.

The awarded CONTRACTOR(s) will be required to enter into a Mutual Confidentiality and Non-Disclosure Agreement (MNDA) with the TRIBE, a copy of which is attached as *Attachment G* and incorporated into this solicitation package.

5. NON-EXCLUSIVITY

It is expressly understood that firm 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 firms, and contract with other firms(s) for the provision of goods and/or services similar or identical to those that are the subject of this solicitation.

6. DISCLOSURE

RESPONDENT 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.

8. BUDGET

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

9. GRANT FUNDING

The TRIBE and CONTRACTOR acknowledge that the goods and services solicited under this solicitation are fully or partially funded by federal funding through United States Department of the Interior Bureau of Indian Affairs (BIA) grant program, Award Number: A21AV00250. The TRIBE and CONTRACTOR further acknowledge and agree that the SERVICES solicited herein will comply with the regulations generally applicable to the grant program. Specifically, all applicable terms and conditions included in this grant shall apply.

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SECTION II – SCOPE OF WORK

1. PROJECT DETAILS

Details regarding this scope of work, for example CONTRACTOR responsibilities, technical requirements, etc., are available for RESPONDENT's review via the Attachments and Exhibits associated with this RFP. Respondents are expected to review the Attachments and Exhibits in full to become familiar with the requirements of the project.

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SECTION III – QUALIFICATIONS REQUIREMENTS

1. GENERAL QUALIFICATIONS

Proposals shall be considered only from FDOT pre-qualified respondents normally engaged in performing the type of work specified in this solicitation. RESPONDENT must have adequate organizational resources, facilities, equipment, and personnel to ensure prompt and efficient service to the TRIBE.

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

- Be the prime contractor and will not subcontract out any work or partner with another firm unless explicitly authorized in writing by the TRIBE.
 - The TRIBE must approve in advance any subcontractors related to this work. Respondents must clearly disclose in their proposals any known or expected use of subcontractors. Failure to make such disclosure at the time of bid may result in rejection of the subcontractor and the resulting contract. 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 or qualifications relevant to these services, as described below:
 - Pre-qualified by FDOT <https://www.fdot.gov/contracts/prequal-info/prequalified.shtm>
 - Hold a current General Contractor License(s), Certification(s), and/or Registrations(s) in the State of Florida applicable to the services.
- Have a minimum of ten (10) 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 *Exhibit B – BIA Insurance and Bond Requirements*.
- Meet any other requirements outlined in this solicitation.

2. PRE-PROPOSAL CONFERENCE (MANDATORY)

A Pre-Proposal Conference has been scheduled for prospective respondents. 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 respondents who arrive more than ten (10) minutes late shall be disqualified and shall not be permitted to sign-in and attend the Pre-Proposal

Conference.

- Attendees must stay for the duration of the Pre-Proposal Meeting 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-Proposal Conference are shown in the table below:

PRE-PROPOSAL CONFERENCE	
Date:	June 25, 2025
Time:	02:30 PM (ET)
Location:	Public Safety Complex Conference Room #PMB 280 30290 Josie Billie Highway 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.
- A shuttle will NOT be available for prospective respondents to board.

2.4. QUESTIONS:

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

2.5. GENERAL:

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

3. BONDING

The following bonding requirements shall be required.

Such bonds are not required if all work performed under this contract is solely performed by the TRIBE or public non-profit corporations serving as a government instrumentality of the TRIBE. Proof of public non-profit corporate status must be furnished to and be satisfactory to the Awarding Official. All subcontractors performing work under this contract are subject to bonding requirements. Subcontractor bonds are to be made payable to CONTRACTOR. Corporate sureties offered for bonds furnished with this contract must be original documents and must appear on the list contained in the Department of Treasury Circular 570, entitled “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies.”

3.1. BID BOND:

A bid bond of 5% is required.

A bid bond guarantees compensation to the bond owner if CONTRACTOR fails to begin a project. Bid bonds are often used for construction jobs or other projects with similar bid-based selection processes. The function of the bid bond is to provide a guarantee to the project owner that RESPONDENT will complete the work if selected. The existence of a bid bond gives the owner assurance that RESPONDENT has the financial means to accept the job for the price quoted in the bid.

3.2. PAYMENT AND PERFORMANCE BONDS:

Performance and payment bonds with penal amounts equal to 100% and 50% respectively of the amount of the contract are required by law when the bid exceeds \$25,000.” Payment and performance bonds shall:

- Name as additional obligees: the TRIBE, any designee of TRIBE and affiliates or any construction lender(s) of the TRIBE
- Be in a form and be issued by as licensed surety satisfactory to TRIBE
- Be in an amount equal to 100% of their contract price as applicable
- Be automatically increased in the amount of any additive Change Orders issued by the TRIBE to CONTRACTOR

A payment bond is issued to one party of a contract as a guarantee against the failure of the other party to meet payment obligations specified in the contract. A payment bond is usually provided by a bank or an insurance company to make sure a firm pays for all materials, supplies, and all subcontracted work (if any).

A performance bond is issued to one party of the contract as a guarantee against the failure of the other party to meet obligations specified in the contract. A performance bond is usually provided by a bank or an insurance company to make sure a firm completes designated projects.

4. DAVIS-BACON ACT (WAGES)

All laborers and mechanics employed by CONTRACTOR employed in the construction, alteration, or repair, including painting or decorating of buildings or other facilities in connection

with subcontracts entered into under the contract shall be paid wages at not less than those prevailing on similar construction in the locality, as determined by the Government of Labor in accordance with Davis-Bacon Act of March 3, 1931 (46 Stat. 1494), as amended.

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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:	Marian Jamaledidine
Email:	To: MarianJamaledidine@semtribe.com Cc: BidSubmissions@semtribe.com
Phone:	O: (954) 966-6300 x11192 C: (954) 237-9621

Cone of Silence: Respondents 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

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

Required Attachments and Exhibits provided to RESPONDENT by the TRIBE shall not be altered by RESPONDENT 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.

2.1. SUBMITTAL CHECKLIST AND EXHIBITS:

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

- Submittal Checklist:
 - RESPONDENT must initial next to each exhibit and attachment listed in the table attached separately as *Exhibit A – Exhibit P* to confirm RESPONDENT's submission includes each applicable completed form.
- All required exhibits according to Section IV, Paragraph 4 of this solicitation.

2.2. ADDITIONAL DOCUMENTATION:

The following must be submitted by RESPONDENT on RESPONDENT's own letterhead/formatting and must clearly be labeled as the appropriate document in RESPONDENT's submission:

Doc. Label	Title	Instructions
DOC001	Cover Letter & Executive Summary	<p>To be submitted by RESPONDENT as described below:</p> <ol style="list-style-type: none"> 1. A cover letter, including RESPONDENT's name, address, phone number(s), and email, along with the signature of RESPONDENT's authorized representative; and 2. An executive summary, including a brief company overview. <p>This file must be clearly labeled as the appropriate DOC# in RESPONDENT's submission.</p>
DOC002	Compliance Documents	<p>To be submitted by RESPONDENT as described below:</p> <ol style="list-style-type: none"> 1. A copy of licenses, certificates, or registrations, as defined in this solicitation; and 2. A copy of letter from Surety indicating ability to obtain payment and performance bonds 3. A copy of insurance certificate <p>This file must be clearly labeled as the appropriate DOC# in RESPONDENT's submission.</p>
DOC003	Proposed Methodology	<p>To be submitted by RESPONDENT as described below:</p> <ul style="list-style-type: none"> • A written summary detailing the proposed approach and methodology for providing these services. <p>This file must be clearly labeled as the appropriate DOC# in RESPONDENT's submission.</p>

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 Proposal Due Date and time detailed in this solicitation.

- The TRIBE has an email size limit of 15MB per email. Larger files should 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.

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

- Subject Line: RFP 37-2025 – [RESPONDENT’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 RESPONDENT 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.” RESPONDENT may include additional information in the File Name, if needed.

In order to fairly evaluate all responses, respondents should not include additional information other than what is asked to be provided. This includes any information related to RESPONDENT’s organization that was not specifically asked to be provided.

4. EXHIBITS & ATTACHMENTS

All required Exhibits and Attachments are attached separately. Respondents are expected to review all Exhibits and Attachments in full.

Please note, Attachments are reference documents which require RESPONDENT’s review. Exhibits are documents which RESPONDENT must provide or complete and sign, according to the instructions specified by the TRIBE.

5. PRICE

Prices stated in proposal responses to this solicitation shall remain fixed and firm for all services to be performed for a minimum period of three hundred sixty-five (365) calendar days from the Submission Due Date.

6. POST SUBMISSION

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

RESPONDENT 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. Respondents deemed by the TRIBE to be unresponsive may be disqualified.

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

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

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SECTION V – EVALUATION & SELECTION

1. EVALUATION CRITERIA

The TRIBE will conduct a comprehensive, fair, and impartial evaluation of all submissions 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
- Previous performance at a satisfactory level
 - The TRIBE reserves the right to eliminate any submission should RESPONDENT have evidence of previous poor or unsatisfactory performance for similar or dissimilar services performed for the TRIBE or other companies.
- Statement of Qualifications
- 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 respondents 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 submission(s) will be evaluated based upon the evaluation criteria identified in the table below and an awardee(s) will be determined:

Evaluation Criteria	Maximum Points
<u>Cover Letter and Compliance Documents:</u> Cover Letter, Executive Summary, acceptable insurance, ability to obtain bonds, licenses, FDOT pre-qualification	5
<u>Past Performance:</u> Similar projects, references, cost control, quality of work, schedule compliance	5
<u>Qualifications:</u> Statement of Qualifications, organizational chart, resumes of Project Manager and Project Superintendent	5
<u>Team Experience:</u> Specialized experience and technical competence of team	5
<u>Methodology:</u>	5

Evaluation Criteria	Maximum Points
Project approach, delivery plan, ability and capacity to complete work	
<u>Price:</u> Pricing will be evaluated comparatively among all respondents.	5
Total Possible Score:	30

Note: Each qualifying RESPONDENT will be scored based on the following numbering system that ranges from 1-5 for each criteria listed above:

- 1 = Unacceptable, none, unlikely, high risk, high price;
- 3 = Acceptable, some, likely, acceptable risk, moderate price;
- 5 = Above standards, many, with certainty, local, low risk, best price.

The respondent(s) with the best overall score will be the apparent awardee(s), pending final review and satisfaction of all requirements regarding the qualifications and documentation. The TRIBE may select one (1) respondent or multiple respondents to provide the solicited services by opting to award based on the highest scored bid per category, location, service type, etc. 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 a contract 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 contract and any other documents specifically referred to in that contract and executed by the parties.

2. RIGHT TO RESCIND AWARD

The awarded CONTRACTOR(s) will be required to enter into a formal contract for these services after award. The TRIBE prepared a sample of its Contract for Construction Services, attached as *Attachment F – Sample Contract* which is incorporated into this solicitation package. The TRIBE expects the awardee to suggest minimal revisions to this contract.

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 contract 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 respondents or prospective respondents 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 criteria for award or qualification is based on a quantitative scoring analysis, the following Seminole Tribal Preference rules shall apply whether the business/entity is 51% Seminole Tribal Member owned or higher:

- An additional five percentage (5%) points will be allocated to the final combined scoring average/total for each Seminole Tribal Member and STOFI owned business/entity.

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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