



SEMINOLE TRIBE OF FLORIDA  
INVITATION TO QUOTE

Solicitation No.: ITQ 84-2022

Title: EMS Third-Party Billing & Reporting Services

Description: The Fire Rescue Department of the Seminole Tribe of Florida is requesting quotations from qualified vendors to provide emergency medical services (EMS) third-party billing and reporting services on an as needed basis.

Term/Duration: The resultant agreement is expected to be for a three (3) year term, with services planned to commence on or before October 1, 2022.

Solicitation Release Date: August 1, 2022

Quotation Due Date: August 17, 2022 @ 5:00PM (EDT)

Contact Person(s)\*: Ari Rioseco, Purchasing Contract Administrator  
Purchasing Department  
Seminole Tribe of Florida  
6300 Stirling Road  
Hollywood, Florida 33024  
[arianarioseco@semtribe.com](mailto:arianarioseco@semtribe.com)

Submission Requirements: Electronically via email to the Contact Person(s) above (only). Links to file sharing websites or portals will not be accepted. The Seminole Tribe of Florida has an email size limit of 15MB per email. Larger files must be split in to 15MB emails and sent separately.

\*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 – BACKGROUND / GENERAL INFORMATION

### **1. BACKGROUND:**

The Seminole Tribe of Florida (hereinafter the “TRIBE”) 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.

### **2. INSURANCE:**

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.

**3. SEMINOLE TRIBAL MEMBER VENDOR PREFERENCE:**

The TRIBE encourages its Members who own their own business, or who are majority owners of a business, to bid on goods and services through the competitive bidding process.

The TRIBE will give preference to qualified business entities certified by the Seminole Tribe of Florida. "Qualified" shall mean, notwithstanding the above:

- A Tribal Member, spouse, child, or business entity is actively involved in the business and owns 51% or more of the business;
- Who can provide goods or services at competitive prices;
- Has demonstrated skills and abilities to perform the task to be undertaken in an acceptable manner; and
- Can meet the application, bonding, and licensing requirements.

For construction projects, preference will be given to bids submitted by Tribal Members as long as the bid is equal to or less than (4%, not to exceed \$200,000) of the lowest priced non-Tribal Member bid.

For non-construction projects, preference will be given to bids submitted by Tribal Members as long as the bid is equal to or less than (3%, not to exceed \$100,000) of the lowest priced non-Tribal Member bid.

**4. 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.

The selected vendor(s) will be required to submit a completed and fully executed Vendor Application and Registration Form to the TRIBE's Purchasing Department, if not already an approved vendor. 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 bidder whose name does not appear on its Master Vendor file.

**5. SELECTION OF CONTRACTOR(S):**

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

The TRIBE will select the lowest priced bid so long as the CONTRACTOR is a responsive, responsible, and qualified CONTRACTOR based on evaluation of CONTRACTOR's responses to this solicitation as deemed relevant to the TRIBE.

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.

**6. 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.

**7. 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.

**8. CONFIDENTIALITY / NON-DISCLOSURE:**

CONTRACTOR(s) 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 CONTRACTOR(s) in this solicitation is to be used solely to permit CONTRACTOR(s) to reply to the solicitation and CONTRACTOR(s) 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. CONTRACTOR(s) 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.

**9. NON-EXCLUSIVITY:**

It is expressly understood that contractor selection does not grant the 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 contractors for the provision of goods and/or services similar or identical to those that are the subject of this solicitation.

**10. DISCLOSURE:**

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

**11. ADDENDA / REVISIONS TO SOLICITATION:**

If it becomes necessary to revise or clarify any part of this solicitation, the TRIBE may modify this solicitation by issuance of written addenda to all parties who received the original solicitation. The date for submission of responses may be extended, if, in the sole judgment of the TRIBE, it is warranted. All addenda will clearly be marked as such and shall become part of the solicitation documents.

**12. RIGHT TO RESCIND AWARD**

The awarded BIDDER(s) will be required to enter into a formal agreement for these services after award. The TRIBE has prepared a sample IT Professional Services Agreement, Data Protection Agreement, and Business Associate Agreement, copies of which are attached hereto as *Attachment E*, *Attachment F*, and *Attachment G* and are incorporated into this solicitation package. The TRIBE expects the awardee to suggest minimal revisions to these agreements. 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.

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## SECTION II – SCOPE OF SERVICES

### 1. OVERVIEW

- 1.1. The Fire Rescue Department of the TRIBE operates fulltime emergency medical services (EMS) out of four Fire Rescue Stations on the Big Cypress, Brighton, Immokalee, and Hollywood Reservations.
- 1.2. The Fire Department provides emergency and non-emergency transport services to Tribal Members, reservation residents, Tribal employees, and visitors of Tribal properties.
- 1.3. The Fire Department currently transports approximately 600 patients, who are eligible to be billed, each year. Although the number of billable patient transports listed above is considered to be accurate, there is no warranty or guarantee that future service requirements will remain constant.

### 2. SCOPE OF SERVICES

- 2.1. The TRIBE is requesting quotations from qualified contractors for EMS third-party billing and reporting services needed at Big Cypress, Brighton, Immokalee, and Hollywood Reservations. Additional EMS coverage may be needed on other TRIBE reservations, trust land, and/or off-reservation transports.
- 2.2. The selected CONTRACTOR shall provide and perform all tasks associated with a comprehensive billing and reporting service for all billable emergency services and transports provided by the TRIBE's Fire Rescue Department.

### 2.3. BILLING REQUIREMENTS:

- 2.3.1. Electronic Receipt of Billing Information from the TRIBE – The CONTRACTOR must have the capability to receive all billing information from the TRIBE electronically and must demonstrate the ability to receive files in the TRIBE's existing format, but should not be limited from considering other software. The TRIBE currently utilizes ESO EMS Patient Care Software.
- 2.3.2. Accuracy – CONTRACTOR must be able to process billings and provide reports accurately. The TRIBE requires an accuracy rate of at least ninety-nine percent (99%).
- 2.3.3. Previously Billed Accounts – CONTRACTOR must have the ability to access and resume service on previously billed accounts.
- 2.3.4. Electronic Claims Submission – CONTRACTOR must have the ability and capacity to transmit and submit claims electronically to Medicare, Medicaid, and commercial insurance carriers.
- 2.3.5. Patient Information – CONTRACTOR must obtain necessary information that may not be in the initial account file. CONTRACTOR shall enter into a Business Associate Agreement with area hospitals and shall have direct electronic access to obtain patient information in accordance with Health Insurance Portability & Accountability Act (HIPAA).
- 2.3.6. Insurance Reviews – CONTRACTOR shall perform all necessary insurance follow-up to assure maximum collection on claims.



- 2.3.7. Medicare/Medicaid – CONTRACTOR shall comply with all Medicare, Medicaid, and HIPAA rules and regulations. This shall include remaining current and compliant with all Medicare, Medicaid, insurance, and other health care issues which may affect payments to the TRIBE for emergency transports.
- 2.3.8. Crossover Eligibility – CONTRACTOR is responsible for identifying and securing payments due to crossover eligibility, co-insurance, deductibles, etc.
- 2.3.9. Timely Billings – CONTRACTOR shall bill emergency transport patients and/or file patient insurance within seven (7) calendar days upon receiving transport information from the TRIBE. A sample of the billings/invoices in CONTRACTOR’s format shall be included in the submission as *Attachment I*. If a bill is denied by an insurance company due to failure to bill in a timely fashion, for which the CONTRACTOR is responsible, the amount of the transport charge will be credited to the patient’s account and deducted from the calculation of the TRIBE’s monthly invoice from the CONTRACTOR.
- 2.3.10. Follow-up Billings and Procedures – CONTRACTOR shall have a detailed plan and procedure for follow-ups on claims to ensure maximum collection. CONTRACTOR shall re-bill emergency transport patients and/or patients’ insurance claims on unpaid balances. This invoice shall reflect detailed account activity, including but not limited to, original billing amount, detailed payment information, and account balance. CONTRACTOR must mail this invoice and a return envelope to the patient; if it is the first mailing, a HIPAA-compliant Notice of Privacy Practices must also be included. A sample of the re-bill/invoice/HIPAA notice shall be included in the submission as *Attachment J*.
- 2.3.11. Notices – CONTRACTOR shall be responsible for sending a second notice at thirty (30) calendar days and a third notice at sixty (60) calendar days. If new information is obtained by the billing company, two (2) new notices must be mailed out again within thirty (30) calendar days of each other. This process will continue as long as new or different information is obtained. This will ensure that patient/debtor is kept informed of the account balance.
- 2.3.12. Negotiation of Payment Schedules – CONTRACTOR shall negotiate and arrange modified payment schedules once all insurance payment(s) have been received for those individuals unable to pay the balance when billed. The TRIBE agrees that the CONTRACTOR may, at the CONTRACTOR’s sole discretion, negotiate on the TRIBE’s behalf, without recourse to the CONTRACTOR by the TRIBE, any settlement of the recipient’s bill to a lower amount that the CONTRACTOR deems collectable and reasonable for all private pay patients.
- 2.3.13. Handle Accounts with No Payment Activity – If an account shows no payment activity for ninety (90) calendar days, a final notice letter must be sent out to the latest address or the address on the account. If a phone number is listed on the patient’s account, a documented phone call must be made prior to turning the account over to collections. If no payment or insurance information is received within ninety (90) calendar days from the notice which was mailed out, accounts with balances in excess of \$25.00 will be forwarded to the TRIBE-designated collection agency. Those accounts with balances of \$25.00 and under will be written off and accounts closed.

- 2.3.14. Collection Agency – Provide any TRIBE-designated collection agency with the data necessary for collection services to be performed when an account is referred to such agency.
- 2.3.15. Current Database – CONTRACTOR must be able to merge current open accounts from the incumbent vendor’s billing system, using one or more industry standard data formats. CONTRACTOR shall identify to the TRIBE which standard is currently utilized by the CONTRACTOR, such as ASCII, DBF, etc.
- 2.3.16. Refunds – CONTRACTOR must establish a systematic plan for determining over-payments and ensuring refunds to patients or third-party payers. CONTRACTOR must redact checking and social security account numbers, dates of birth, etc. on the support backup for refunds. A copy of this systematic plan shall be included in the submission as *Attachment K*.
- 2.3.17. Patient Account Numbering System – All account numbers must be cross-referenced with the Fire Rescue incident number. This number is in a calendar-year number format, for example, the first incident on January 1, 2023 would be 23000001, which would be coded as incident number 23000001 for patient one and 23000002 for patient two, etc. Regardless of the patient account numbering system used by CONTRACTOR, CONTRACTOR shall provide the TRIBE incident number on all billing and patient correspondence, including but not limited to the patient account statement and all monthly reports.
- 2.3.18. Access to CONTRACTOR Database – CONTRACTOR shall provide the TRIBE access to the CONTRACTOR’s database with the ability to search for patient information by one or more of the following fields: patient name, date of service, CONTRACTOR patient account number, or TRIBE incident number.
- 2.3.19. Exchange of Sensitive Information – CONTRACTOR shall provide a secure site to exchange sensitive and protected information and documentation.

#### **2.4. RECEIPT OF FUNDS REQUIREMENTS:**

- 2.4.1. Lock Box – CONTRACTOR shall establish a “Lock Box” for all receipts under the resultant agreement. CONTRACTOR shall work closely with the TRIBE to secure a Lock Box with an institution of the TRIBE’s choice. The TRIBE shall be responsible for the cost of the lock box. All customer and third-party receipts are to be mailed to the designated Lock Box for accounting of deposits. CONTRACTOR must arrange to have copies of all deposits and backup forwarded to CONTRACTOR from the financial institution. The TRIBE’s financial institution will be identified to the CONTRACTOR upon execution of the resultant agreement.
- 2.4.2. Receipt Posting – The routine function of posting charges, receipts, account balances, etc. shall not exceed three (3) working days from receipt. Copies of all deposits and backup information shall be provided to the TRIBE within three (3) working days of deposit.

#### **2.5. REPORTING REQUIREMENTS:**

- 2.5.1. All reports shall be provided by email or online via a shared portal and/or secure site in a format usable by the TRIBE’s Fire Rescue Department, Accounting

Department, and applicable departments to be announced. The acceptable formats are shown below:

- 2.5.1.1. .xlsx
- 2.5.1.2. .mdb – Accessible by Crystal Reports and Microsoft Access
- 2.5.1.3. .xml
- 2.5.1.4. .pdf
- 2.5.2. Monthly Reports – On a monthly basis by the fifth (5<sup>th</sup>) business day of each month, CONTRACTOR shall submit to the TRIBE, at a minimum, the following:
  - 2.5.2.1. Schedule of Transport Charges and Collections – This report shall include a summary of the following: number of transports, gross charges, adjustments, net charges, receipts, balance due, and percentages showing gross collections, net collections, and percent of paying patients, all classified by transport-by-transport month/year.
  - 2.5.2.2. Collection Schedule – This report shall include deposit date, number of items, and what was collected for today/each day, month-to-date, fiscal year-to-date, and cumulative.
  - 2.5.2.3. Monthly Billing and Collection Summary – This report shall include transport month/year, total gross billing, less gross adjustments, collections this month, and collections to date.
    - 2.5.2.3.1. This report shall be provided to the TRIBE’s Fire Department for payment of invoices and shall provide calculations of monthly fees for the third-party billing company.
  - 2.5.2.4. Executive Summary Report – This summary report shall include a twelve-(12) month rolling cycle of billings, collections, accounts receivable aging, and collection by financial class. A sample of the Executive Summary Report shall be included in the submission as *Attachment L*.
  - 2.5.2.5. Collection by Financial Class – This report shall provide a summary for each transport month/year broken down by account type (self-pay, Medicaid, Medicare, and private insurance). The report shall include billed amount, amount collected, percent collected, number of accounts, number of unbillable collections, gross unbillable collections, total accounts, and the gross amount billed.
  - 2.5.2.6. Ambulance Billing Adjustments - Write-Offs/Reversals – This report shall include patient number, patient name, incident date, adjustment amount, adjustment or reversal, and type of adjustment.
  - 2.5.2.7. Accounts Receivable by Payer Class – This report shall include patient number, patient name, incident date, file date, payer class, amount billed, adjustment amounts, amount paid, and amount due. This report shall also include summary totals by fiscal year and payer class.
  - 2.5.2.8. Report by Incident Date (in Numerical Order by Date) – This report shall include patient number, patient name, street address, city/state, incident date, total charges (amount billed), adjustment amount, amount paid, and amount due.
  - 2.5.2.9. Accounts Receivable Aged Trial Balance – This report shall include final totals as well as the number of accounts aged for the following categories: current, over thirty (30) calendar days, over sixty (60) calendar days, over one

hundred twenty (120) calendar days, over one hundred fifty (150) calendar days, and the balance.

- 2.5.2.10. Ambulance Payment Report – This report includes patient number, patient’s name, street address, city/state, incident date, check number, check amount, and payment type.
    - 2.5.2.10.1. This report shall provide the summary (as well as detail) of the total amount collected for the month with a total number of accounts and the amount collected broken down by classification of payment.
  - 2.5.2.11. Report of Accounts Receivable (A/R) – This report shall provide the dollar amount as well as the number of gross billings less what was removed from A/R for the month, less payments, less adjustments/write-offs, and less reversals to give the balance of A/R.
  - 2.5.2.12. Insurance Receivable Report – This report shall include the transport month/year and balances, number of accounts broken down by insurance type, and a total by category on the last page.
  - 2.5.2.13. Ambulance Unit Report by Incident Month – This report shall include the number of calls, gross billing, amount received, and percent of gross broken down by transport month/year and unit numbers.
  - 2.5.2.14. Ambulance New Billing Report – This report shall include the patient account number, patient’s name, incident date, base amount, mileage amount, total billed, and call classification (ALS/BLS, etc.) for all new billings.
  - 2.5.2.15. Deposit Report – This report shall include the deposit batch number, patient account number, patient name, incident date, base amount, mileage amount, total billed, and call classification (ALS/BLS, etc.) for all new billings.
  - 2.5.2.16. Audit Report of Accounts Changed – This report shall include the patient account number, patient name, date of service, reason for change, amount changed from, amount changed to, net amount of change, and date of change. The purpose of this report is to identify changes made to existing patient account charges.
  - 2.5.2.17. General Account Activity – This report shall include the general account number, payer name, check number, check amount, and deposit date. The purpose of this report is to provide a detail listing of payments posted to a general account pending transfer to a specific patient account(s) or refunded to the payer.
  - 2.5.2.18. At the discretion of the TRIBE, some of the above reports may only need to be produced quarterly.
- 2.5.3. Ad Hoc Reports – While the CONTRACTOR shall provide the monthly reports specified above on a routine basis, the CONTRACTOR may be required to generate and provide ad hoc reports, as needed by the TRIBE. This may include additional monthly reports not listed above. These reports would be limited to information available in the CONTRACTOR’s database.
  - 2.5.4. Annotated Log Reports – The CONTRACTOR shall maintain an annotated log by patient account for all contacts with the patient/customer. This shall include any insurance, billing, or collection activity. This information shall be provided when requested by the TRIBE.

## **2.6. ADDITIONAL REQUIREMENTS:**

- 2.6.1. Patient Calls – The CONTRACTOR will provide a minimum of two (2) toll-free local and/or toll-free 800 numbers by which patients may contact the CONTRACTOR anywhere in the Continental United States. These numbers shall be published on all correspondence and letterheads generated by the CONTRACTOR.
- 2.6.2. Contact Number – A contact number shall be posted on statements for patients to direct dial the TRIBE’s Accounts Receivables Department to make credit card payments.
- 2.6.3. Patient/Customer Communications – All written or verbal communications between the CONTRACTOR and the patient/customer (patient or legal guardian) shall be conducted in a professional and courteous manner, and all complaints shall be investigated. All patient/customer contact, whether written, verbal, or otherwise, shall be posted to the annotated logs specified in Section II, Paragraph 2.5.4 above.
- 2.6.4. Quarterly Status Meetings – During the resultant agreement term, the CONTRACTOR shall meet quarterly, or less frequently as determined by the TRIBE in writing (email sufficient), with designated TRIBE personnel at a TRIBE-designated site for in-service training of TRIBE’s Fire Rescue Administrative personnel and to address contractual, managerial, and/or administrative issues pertinent to the resultant agreement. Meetings can be held virtually as requested by the TRIBE.
- 2.6.5. Education – The CONTRACTOR shall provide in-service training to the TRIBE’s Fire Rescue Administrative personnel on all Medicare, Medicaid, and HIPAA rules and regulations. This in-service training shall be provided during the Quarterly Status Meetings specified in Section II, Paragraph 2.6.4 above. The training shall include providing the TRIBE’s staff with all informational updates deemed pertinent to EMS third-party billing and reporting services.
- 2.6.6. Request for Information – All requests to the TRIBE for Fire Rescue transport records are to be made in writing and shall include the TRIBE’s incident number. Verbal requests will be denied.
- 2.6.7. Accept Files – CONTRACTOR shall demonstrate the ability to accept files from ESO Solutions, Inc.

## **2.7. CONTRACTOR RESPONSIBILITIES:**

- 2.7.1. CONTRACTOR shall work in tandem with the TRIBE’s Fire Rescue Department and Finance Department to obtain instruction and guidance on delivery of the solicited goods and/or services.

## **3. QUALIFICATIONS**

- 3.1. Quotations 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.

- 3.2. At a minimum, qualifying quotations shall demonstrate that the BIDDER possesses the qualifications necessary to provide a high-quality service, as described in this solicitation.

### **3.3. MINIMUM QUALIFICATIONS:**

- 3.3.1. To ensure the BIDDER is capable of providing an acceptable level of service to the TRIBE, the BIDDER must meet the following minimum qualifications:
  - 3.3.1.1. Be the prime contractor and will not subcontract out any work or partner with another firm unless explicitly authorized in writing by the TRIBE.
  - 3.3.1.2. Be currently registered to provide such services and remain registered during the term of the resultant agreement.
  - 3.3.1.3. Maintain a fully equipped organization capable, technically and financially, of performing the work required, and has performed similar work in a satisfactory manner.
  - 3.3.1.4. Provide three (3) current references for three (3) completed individual projects of similar size, scope, and complexity, completed within the past five (5) years.
  - 3.3.1.5. Carry and maintain adequate insurance consistent with the requirements listed in this solicitation, per Section I, Paragraph 2 above.
  - 3.3.1.6. Have no prior conviction for bribery, theft, forgery, embezzlement, falsification, or destruction of records, antitrust violations, honest services fraud, or other offense indicating a lack of business integrity or honesty; any prior violation of the TRIBE's ethical standards; or suspension or debarment by the TRIBE or other government entities.
  - 3.3.1.7. Have no prior litigation, arbitration, mediation, or other legal proceeding, including licensure, disciplinary, and debarment proceedings, settled or pending.
  - 3.3.1.8. Meet any other requirements outlined in this solicitation.

### **3.4. ADDITIONAL QUALIFICATIONS:**

- 3.4.1. BIDDER should also meet the following qualifications:
  - 3.4.1.1. Have a minimum of five (5) years of experience in providing EMS billing and reporting services, approximately 10,000 bills per year.
  - 3.4.1.2. Evidence and history of successful EMS billing collections.

## **4. TERM**

- 4.1. The resultant agreement is expected to be for a three (3) year term, with services planned to commence on or before October 1, 2022.

## **5. LOCATION OF SERVICES**

- 5.1. Third-party billing and reporting services shall be done off-site.
- 5.2. Update meetings may be on-site if needed at a location/method identified by the TRIBE.

## SECTION III – SUBMISSION REQUIREMENTS

### 1. SUBMISSION REQUIREMENTS

- 1.1. BIDDER must include the items listed below as part of their submission to be considered for this solicitation. Failure to submit ALL information may result in disqualification or lower ranking due to not meeting these requirements.
  - 1.1.1. A quotation on BIDDER's format/letterhead including pricing for a three (3) year term (*Attachment H*). Quotation must also include the details below:
    - 1.1.1.1. Disclose any and all fees/commissions for services (including revenue sharing incentives/fees), and include a statement confirming that the BIDDER will provide full fee disclosures to plan sponsors and individual plan participants.
  - 1.1.2. A sample of BIDDER's billings/invoices format, as specified in Section II, Paragraph 2.3.9 (*Attachment I*).
  - 1.1.3. A sample of the re-bill/invoice/HIPAA notice, as specified in Section II, Paragraph 2.3.10 (*Attachment J*).
  - 1.1.4. A copy of the systematic plan for determining over-payments and ensuring refunds to patients or third-party payers, as specified in Section II, Paragraph 2.3.16 (*Attachment K*).
  - 1.1.5. A sample of the Executive Summary Report, as specified in Section II, Paragraph 2.5.2.4 (*Attachment L*).
  - 1.1.6. A sample Reconciliation Report (*Attachment M*).
  - 1.1.7. All attachments, exhibits, and forms, according to Section III, Paragraph 5 of this solicitation.

### 2. SUBMISSION INSTRUCTIONS

- 2.1. Electronic submissions in response to this solicitation must be emailed to the Contact Person(s) listed in Section III, Paragraph 4 by the Quotation Due Date and time detailed in this solicitation.
  - 2.1.1. The TRIBE has an email size limit of 15MB per email. Larger files must be split into 15MB emails and sent separately.
  - 2.1.2. Physical correspondence, flash drives, or any other physical media shall not be accepted. Links to file sharing websites or portals will not be accepted.
- 2.2. The Subject Line of all emailed correspondence from the BIDDER to the TRIBE regarding this solicitation must use the format shown below accordingly:
  - 2.2.1. Subject Line for questions: ITQ 84-2022 – [BIDDER NAME] – Question
  - 2.2.2. Subject Line for submission: ITQ 84-2022 – [BIDDER NAME] – Submission
    - 2.2.2.1. 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.
- 2.3. If submitting separate files, the File Name of each submitted attachment and exhibit should include the assigned letter, for example, *Attachment A's* File Name should state, at a minimum, "Attachment A." BIDDER may include additional information in the File Name, if needed.

2.4. In order to fairly evaluate all responses, please do not include additional information other than what is asked to be provided. This includes any information related to the BIDDER's organization that was not specifically asked to be provided.

### 3. **PRICE**

3.1. Prices stated in BIDDER's submission shall remain fixed and firm for all services to be performed for a minimum period of one-hundred eighty (180) calendar days from the Quotation Due Date.

### 4. **CONTACT PERSON(S)**

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

Ari Rioseco, Purchasing Contract Administrator  
[arianarioseco@semtribe.com](mailto:arianarioseco@semtribe.com)

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

### 5. **ATTACHMENTS & EXHIBITS**

#### 5.1. ATTACHMENTS:

Attachment	Description	Submission Instructions
Attachment A	W-9	Complete, sign, and submit, or attach existing signed copy.
Attachment B	No Bid Form	Complete, sign, and submit <u>ONLY</u> if not interested in submitting a quotation/bid response to this solicitation.
Attachment C	Information Security Vendor Technical Questionnaire	Complete all tabs and submit.
Attachment D	Data Collection and Processing Questionnaire	Complete, sign, and submit.
Attachment E	Sample IT Professional Services Agreement	Review information. No further action needed.
Attachment F	Sample Data Protection Addendum to Agreement	Review information. No further action needed.
Attachment G	Sample Business Associate Agreement	Review information. No further action needed.
Attachment H	Pricing Proposal (to be submitted by BIDDER)	Review this attachment's requirements in Section III, Paragraph 1.1.1. This file must be



Attachment	Description	Submission Instructions
		clearly labeled in BIDDER's submission as <i>Attachment H</i> .
Attachment I	Sample Billings/Invoicing Format (to be submitted by BIDDER)	Review this attachment's requirements in Section III, Paragraph 1.1.2. This file must be clearly labeled in BIDDER's submission as <i>Attachment I</i> .
Attachment J	Sample Re-Bill/Invoice/HIPAA Notice (to be submitted by BIDDER)	Review this attachment's requirements in Section III, Paragraph 1.1.3. This file must be clearly labeled in BIDDER's submission as <i>Attachment J</i> .
Attachment K	Systematic Plan (to be submitted by BIDDER)	Review this attachment's requirements in Section III, Paragraph 1.1.4. This file must be clearly labeled in BIDDER's submission as <i>Attachment K</i> .
Attachment L	Sample Executive Summary Report (to be submitted by BIDDER)	Review this attachment's requirements in Section III, Paragraph 1.1.5. This file must be clearly labeled in BIDDER's submission as <i>Attachment L</i> .
Attachment M	Sample Reconciliation Report (to be submitted by BIDDER)	Review this attachment's requirements in Section III, Paragraph 1.1.6. This file must be clearly labeled in BIDDER's submission as <i>Attachment M</i> .

## 5.2. EXHIBITS:

Exhibit	Description	Submission Instructions
Exhibit B	Acknowledgement of Receipt of Addenda	Complete, notarize, and submit signed form <u>ONLY</u> if an addendum has been issued.
Exhibit D	Contractor Certification Regarding Debarment and Suspension	Complete, sign, and submit.
Exhibit E	Non-Collusion Affidavit of Prime Bidder	Complete, notarize, and submit signed form.
Exhibit H	List of Recently Completed Projects and Contract Amounts	Complete, sign, and submit.
Exhibit I	List of References	Complete, sign, and submit.
Exhibit K	Firm Certification	Complete, sign, and submit.
Exhibit L	Drug Free Workplace Form	Complete, sign, and submit.

<b>Exhibit</b>	<b>Description</b>	<b>Submission Instructions</b>
Exhibit N	Certificate of Authority to Do Business in the State of Florida – Occupational License (to be submitted by BIDDER)	Provide required information and submit. This file must be clearly labeled in BIDDER’s submission as <i>Exhibit N</i> .

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**ATTACHMENT A**

**W-9**

**(Attached separately as a fillable .PDF)**

**ATTACHMENT B****NO BID/PROPOSAL REPLY FORM****BIDDER/PROPOSER:**

If for any reason, you are not submitting a bid/proposal on this Request, we ask that you check one or more reasons below and return to us. From our study of these reasons, we are hopeful that we can develop future bid/proposal packages which will elicit your bid/proposal.

We hereby submit a "No Bid/Proposal" because:

- ( ) 1. We are not interested in providing goods or services through this process.
- ( ) 2. We are unable to prepare the bid/proposal in time to meet the due date.
- ( ) 3. We do not wish to submit a bid/proposal under the terms and conditions of the solicitation document. STATE OBJECTIONS: \_\_\_\_\_  
\_\_\_\_\_.
- ( ) 4. We do not feel we can be competitive.
- ( ) 5. We cannot submit a bid/proposal because of the marketing or franchising policies of the manufacturing company.
- ( ) 6. We do not wish to serve a Government Entity. STATE OBJECTIONS: \_\_\_\_\_  
\_\_\_\_\_.
- ( ) 7. We do not provide the good(s) or service(s) for which bids/proposals are requested.
- ( ) 8. Other: \_\_\_\_\_  
\_\_\_\_\_.

We wish to ( ) Remain on the list of bidders/proposers  
( ) Be deleted from

Firm \_\_\_\_\_

Sign \_\_\_\_\_

Print \_\_\_\_\_

**ATTACHMENT C**  
**INFORMATION SECURITY VENDOR TECHNICAL QUESTIONNAIRE**

**(Attached separately as .xlsx Excel file)**

**ATTACHMENT D**  
**DATA COLLECTION AND PROCESSING QUESTIONNAIRE**

**(To follow on next page)**

**Seminole Tribe of Florida  
Data Collection and Processing Questionnaire  
For Vendors and Service Providers**

The Seminole Tribe of Florida (“STOF”) requires all prospective and current vendors and service providers (“Vendors”) to complete this Data Collection and Processing Questionnaire (“Questionnaire”) for the purpose of: (1) informing STOF what categories of Data will be collected, received, accessed, transmitted, shared, stored, or processed by the Vendor; and (2) ensuring the Vendor’s data protection and security requirements for the respective data categories meet or surpass the level of protection required by STOF.

**TERMS AND DEFINITIONS**

**The following terms and definitions are used in this Questionnaire:**

1. **Data:** Data shall include all information and data in any form (whether in paper, electronic, or some other format) which at the time of collection or disclosure is any of the following: (a) information that, directly or indirectly, can identify a natural person or trace a person’s identity, associate or link a person to private information, distinguish one person from another, or can be used to re-identify anonymous data (“Personal Data”); (b) “protected health information” as defined at 45 C.F.R. § 160.103 (“PHI”); (c) information that constitutes, concerns, reflects, or relates to STOF’s internal processes, government, operations, finances, or legal issues; or (d) information that constitutes, concerns, reflects, or relates to STOF’s proprietary or confidential business information, which includes, but is not limited to, financial information, customer data, gaming data, and marketing data and/or strategies.
2. **Data Subject:** Data Subject means the individual person from whom Personal Data is collected or about whom Personal Data relates, and includes, but is not limited to, STOF Tribal Members, employees, visitors, and customers.
3. **Processing:** Processing of Data means any operation or set of operations performed on Data, whether or not by automated means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure or dissemination, and erasure or destruction.

**Data Collection, Access, or Receipt**

In connection with the proposed engagement, Vendor will receive Data from STOF, will collect Data on behalf of STOF, and/or will Process Data on behalf of STOF. Vendor anticipates it will collect, access, receive, or store the following categories of Data:

<p><u>Personal Data</u></p> <p><input type="checkbox"/> Contact Information:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Name</li> <li><input type="checkbox"/> Address</li> <li><input type="checkbox"/> Zip Code</li> <li><input type="checkbox"/> Phone number</li> <li><input type="checkbox"/> Cell phone number</li> <li><input type="checkbox"/> Email address</li> </ul> <p><input type="checkbox"/> Personal Numbers:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Date of birth</li> <li><input type="checkbox"/> Social Security or National number</li> <li><input type="checkbox"/> Driver’s license number</li> <li><input type="checkbox"/> Tribal or state ID number</li> <li><input type="checkbox"/> Passport or Visa number</li> <li><input type="checkbox"/> Other: _____</li> </ul>	<p><input type="checkbox"/> Biometric Information:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Fingerprints</li> <li><input type="checkbox"/> Irises</li> <li><input type="checkbox"/> Facial images, geometry or measurements</li> <li><input type="checkbox"/> Voice or speech recognition information</li> <li><input type="checkbox"/> Signature recognition information</li> </ul> <p><input type="checkbox"/> Health Information (includes but is not limited to medical, pharmacy, mental, psychological, dental, and vision):</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Health information</li> <li><input type="checkbox"/> Health records</li> <li><input type="checkbox"/> Genetic information</li> </ul> <p><input type="checkbox"/> Financial:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Records (bank, mortgage, credit, etc.)</li> <li><input type="checkbox"/> Bank account or credit card numbers</li> <li><input type="checkbox"/> Pins/passwords/access codes</li> <li><input type="checkbox"/> Security questions and answers</li> <li><input type="checkbox"/> Credit history or score</li> </ul>
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<p><u>Personal Data (continued)</u></p> <p><input type="checkbox"/> Web / Digital / Tracking Information:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> IP address</li> <li><input type="checkbox"/> Cookies</li> <li><input type="checkbox"/> Browser history or page views</li> <li><input type="checkbox"/> Mobile device ID or type</li> <li><input type="checkbox"/> Geolocation</li> <li><input type="checkbox"/> Social media information</li> <li><input type="checkbox"/> Social media or website profile name(s) or “handles”</li> </ul> <p><input type="checkbox"/> Gender</p> <p><input type="checkbox"/> Marital status</p> <p><input type="checkbox"/> Sexual life, orientation</p> <p><input type="checkbox"/> Family and/or dependent data</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Related to customer programs</li> <li><input type="checkbox"/> Related to employee benefits</li> <li><input type="checkbox"/> Related to Tribal Members</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Origin/Race/Ethnicity</li> <li><input type="checkbox"/> Religion</li> <li><input type="checkbox"/> Employment history, resume, application, references or similar</li> <li><input type="checkbox"/> Business data (company, title, contact info)</li> <li><input type="checkbox"/> Education history or records</li> <li><input type="checkbox"/> Insurance information</li> <li><input type="checkbox"/> Beneficiary information</li> <li><input type="checkbox"/> Physical description or information</li> <li><input type="checkbox"/> Union membership, status, or related data</li> <li><input type="checkbox"/> Criminal offences, allegations, proceedings, or other related information</li> <li><input type="checkbox"/> Preference information, survey answers and opinions</li> <li><input type="checkbox"/> Purchasing or shopping history</li> </ul>
<p><u>STOF’s Business Information</u></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Financial records</li> <li><input type="checkbox"/> Identification of customers</li> <li><input type="checkbox"/> Customer information other than identity</li> <li><input type="checkbox"/> Marketing data or strategy information</li> <li><input type="checkbox"/> Gaming-related information</li> <li><input type="checkbox"/> Information relating to STOF’s processes or operations</li> <li><input type="checkbox"/> Employee records</li> <li><input type="checkbox"/> Payroll information</li> <li><input type="checkbox"/> Other: _____</li> </ul>	<p><u>Other Data (briefly describe)</u></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> _____</li> <li><input type="checkbox"/> _____</li> <li><input type="checkbox"/> _____</li> <li><input type="checkbox"/> _____</li> <li><input type="checkbox"/> _____</li> </ul>

<b>Data Subjects</b>	
<ul style="list-style-type: none"> <li><input type="checkbox"/> None</li> <li><input type="checkbox"/> Tribal Member information</li> <li><input type="checkbox"/> Customer information</li> <li><input type="checkbox"/> Employee information</li> <li><input type="checkbox"/> Job Applicant information</li> <li><input type="checkbox"/> Vendor information</li> <li><input type="checkbox"/> End User information</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Police/Fire information</li> <li><input type="checkbox"/> Other categories of Data Subjects (describe)</li> <li>_____</li> <li>_____</li> <li>_____</li> <li>_____</li> </ul>



<b>Type(s) of Data Processing</b>
Briefly describe the type(s) of Processing Vendor anticipates in connection with the proposed engagement.
_____
_____
_____

<b>Purpose(s) of Data Processing</b>
Briefly describe the purpose(s) of Processing Vendor anticipates in connection with the proposed engagement.
_____
_____
_____
Will Vendor Process any Data it receives, collects, accesses, or stores on behalf of STOF for any purpose other than providing services to STOF? <input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, describe: _____
_____
_____

<b>Disclosure of Data</b>
Does Vendor anticipate disclosing any Data it receives, collects, accesses, or stores on behalf of STOF?
<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, state the reason for the anticipated disclosure and the categories of persons/entities to whom/which the disclosure will be made: _____
_____
_____
_____

The person signing below represents and warrants that the information provided in response to this Questionnaire is complete and accurate to the best of his/her knowledge after a reasonable investigation as of the date indicated below.

Vendor: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name of Person Signing: \_\_\_\_\_

Title of Person Signing: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT E**  
**SAMPLE IT PROFESSIONAL SERVICES AGREEMENT**

**(Attached separately)**

**ATTACHMENT F**  
**SAMPLE DATA PROTECTION AGREEMENT**

**(Attached separately)**

**ATTACHMENT G**  
**SAMPLE BUSINESS ASSOCIATE AGREEMENT**

**(Attached separately)**

**ATTACHMENT H**  
**PRICING PROPOSAL**

**(To be submitted by Bidder)**

**ATTACHMENT I**  
**SAMPLE BILLINGS/INVOICING FORMAT**

**(To be submitted by Bidder)**

**ATTACHMENT J**

**SAMPLE RE-BILL/INVOICE/HIPAA NOTICE**

**(To be submitted by Bidder)**

**ATTACHMENT K**  
**SYSTEMATIC PLAN**

**(To be submitted by Bidder)**



**ATTACHMENT L**  
**SAMPLE EXECUTIVE SUMMARY REPORT**

**(To be submitted by Bidder)**

**ATTACHMENT M**  
**SAMPLE RECONCILIATION REPORT**

**(To be submitted by Bidder)**

**EXHIBIT B**

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

Bidder acknowledges receipt of the Following Addenda:

Addendum No. 1, dated: \_\_\_\_\_ Addendum No. 4, dated: \_\_\_\_\_

Addendum No. 2, dated: \_\_\_\_\_ Addendum No. 5, dated: \_\_\_\_\_

Addendum No. 3, dated: \_\_\_\_\_ Addendum No. 6, dated: \_\_\_\_\_

Bidder: \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature in File)*

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
*City State Zip*

Phone: \_\_\_\_\_

Attest: \_\_\_\_\_  
*(Signature in File)*

Title: \_\_\_\_\_  
*(Seal)*

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

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

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

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**EXHIBIT D****CONTRACTOR CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

The undersigned as an officer and an authorized representative of Contractor certifies that Contractor and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Business Name: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_ I am unable to certify to the above statements. My explanation is attached.

**EXHIBIT E**

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that: He is \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the  
attached Bid:

He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent  
circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees  
or parties in interest, including this Affiant, has in any way colluded, conspired, connived or  
agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham  
Bid in connection with the Contract for which the attached Bid has been submitted or to refrain  
from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought  
by agreement or collusion or communication or conference with any other Bidder, firm or person  
to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit  
or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any  
collusion, conspiracy, connivance or unlawful agreement any advantage against the Seminole  
Tribe of Florida or any person interested in the proposed Contract; and

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any  
collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its  
agents, representatives, owners, employees, or parties in interest, including this Affiant.

BIDDER: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_ 2021

NOTARY PUBLIC: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

(SEAL)

**EXHIBIT H****LIST OF RECENTLY COMPLETED PROJECTS AND CONTRACT AMOUNTS**

Provide the required information for a minimum of three (3) separate and verifiable projects. The work listed must be similar in nature to that specified in the solicitation.

1. Client Name: \_\_\_\_\_
- a. Client Address \_\_\_\_\_
  - b. Client Phone \_\_\_\_\_
  - c. Contact Person \_\_\_\_\_
  - d. Project Name \_\_\_\_\_
  - e. Location of Project \_\_\_\_\_
  - f. Description of Project \_\_\_\_\_
  - g. Project Performance Date \_\_\_\_\_

2. Client Name: \_\_\_\_\_
- a. Client Address \_\_\_\_\_
  - b. Client Phone \_\_\_\_\_
  - c. Contact Person \_\_\_\_\_
  - d. Project Name \_\_\_\_\_
  - e. Location of Project \_\_\_\_\_
  - f. Description of Project \_\_\_\_\_
  - g. Project Performance Date \_\_\_\_\_

3. Client Name: \_\_\_\_\_
- a. Client Address \_\_\_\_\_
  - b. Client Phone \_\_\_\_\_
  - c. Contact Person \_\_\_\_\_
  - d. Project Name \_\_\_\_\_
  - e. Location of Project \_\_\_\_\_
  - f. Description of Project \_\_\_\_\_
  - g. Project Performance Date \_\_\_\_\_

Business Name: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT I**

**LIST OF REFERENCES**

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

1. Reference 1:
  - a. Name \_\_\_\_\_
  - b. Address \_\_\_\_\_
  - c. Phone Number \_\_\_\_\_
  - d. Fax Number \_\_\_\_\_
  - e. Email Address \_\_\_\_\_
  
2. Reference 2:
  - a. Name \_\_\_\_\_
  - b. Address \_\_\_\_\_
  - c. Phone Number \_\_\_\_\_
  - d. Fax Number \_\_\_\_\_
  - e. Email Address \_\_\_\_\_
  
3. Reference 3:
  - a. Name \_\_\_\_\_
  - b. Address \_\_\_\_\_
  - c. Phone Number \_\_\_\_\_
  - d. Fax Number \_\_\_\_\_
  - e. Email Address \_\_\_\_\_

Business Name: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT K**

**FIRM CERTIFICATION**

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

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. I/we understand that the Seminole Tribe of Florida will not reimburse me/us for any costs incurred in the preparation of this proposal.
3. I/we agree that submission of the attached qualifications constitutes acceptance and understanding of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
4. No attempt has been made or will be made by the Firm to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
5. I/we grant the Seminole Tribe of Florida the right to contact references and others who may have pertinent information regarding the ability of the Respondent and the lead staff person to perform the services contemplated by this proposal.

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

Business Name: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date \_\_\_\_\_



**EXHIBIT L****DRUG-FREE WORKPLACE FORM**

The undersigned Bidder, does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under procurement a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or no contest to, any violation of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

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

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

Business Name:

\_\_\_\_\_

Signature of Authorized Representative:

\_\_\_\_\_

Print Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date

\_\_\_\_\_

**EXHIBIT N**

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

**(To be submitted by Bidder)**