



SEMINOLE TRIBE OF FLORIDA
INVITATION TO BID

- Solicitation No.:** ITB 47-2023
- Title:** Standby Generator Purchase and Installation Services (Brighton)
- Description:** The Seminole Tribe of Florida is requesting bids from qualified vendors to provide and install one (1) new 120/240 volt, 32kW, 1,800 RPM, 1-phase Generator and provide all installation services for a residence located at the address listed in the Scope of Services.
- Solicitation Release Date:** May 2, 2024
- Pre-Bid Conference:** May 16, 2024 @ 11:30 AM (ET) **(MANDATORY)**
Housing Department
Brighton Reservation
550 Snake Clan Road
Okeechobee, FL 34974
- Deadline for Questions*:** May 23, 2024 @ 5:00 PM (ET)
- Bid Due Date:** May 30, 2024 @ 5:00 PM (ET)
- Contact Person*:** Send all questions and bids to the following email addresses:
To: Angel Medina | AngelMedina@SemTribe.com
Cc: BidSubmissions@SemTribe.com

*ALL QUESTIONS/INQUIRIES/COMMUNICATION MUST BE DIRECTED IN WRITING TO THE CONTACT PERSON, 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.

2. INSURANCE

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

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

Minimum Scope of Insurance

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

- I. Commercial General Liability insurance on an occurrence coverage form, at least as broad as the *Insurance Services Office Commercial General Liability Policy form CG 0001* ©, current edition. If CONTRACTOR sells or distributes alcoholic beverages such coverage shall include Liquor or Dram Shop Liability. If CONTRACTOR sells or distributes food or beverage products such coverage shall include claims emanating from food-borne illness. Other than the standard exclusions applicable to pollution,

- asbestos, mold, employment practices, ERISA and professional liability, there shall be no additional limitations or exclusions beyond those contained in the above referenced policy form applicable to products and contractual liability. In addition to procuring and maintaining this insurance during the duration of the contract, CONTRACTOR agrees to continue to procure and continuously maintain products liability insurance coverage for a minimum of three years after the date the contract is completed or terminated.
- II. Automobile Liability insurance covering liability arising from the use or operation of any auto, including those owned, hired or otherwise operated or used by or on behalf of the CONTRACTOR. The coverage shall be at least as broad as the *Insurance Services Office Business Automobile Policy, form CA 0001* ©, current edition.
 - III. Workers' Compensation and Employer's Liability insurance as is required by statute or law, or as may be available on a voluntary basis.
 - IV. Professional Liability insurance covering wrongful acts made by or on behalf of the CONTRACTOR. Claims-made coverage is permitted, provided the policy retroactive date is continuously maintained prior to the commencement of professional services rendered to the TRIBE, plus an additional period of three years after such services have been rendered to the TRIBE. If the CONTRACTOR's scope of work includes environmental engineering or consulting, the coverage required hereunder must not exclude coverage for environmental (professional) services.

Minimum Limits of Insurance

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

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

The required insurance shall contain the following additional provisions:

- I. **ADDITIONAL INSURED** – The TRIBE must be included as an additional insured, by endorsement, under CONTRACTOR’s Commercial General Liability with respect to liability arising from CONTRACTOR’s products, goods, or work or operations performed by or on behalf of CONTRACTOR.
- II. **WAIVERS OF SUBROGATION** – CONTRACTOR agrees to waive all rights of subrogation against the TRIBE and other tenants of the TRIBE, with respect to loss, damage, claims, suits, or demands, howsoever caused:
 - a. To real or personal property, equipment, vehicles, tools, laptops, etc. owned, leased or used by CONTRACTOR, its employees, agents, or subcontractors; and
 - b. To the extent such loss, damage, claims, suits, or demands are covered, or should be covered, by the required insurance or any other insurance maintained by the CONTRACTOR. This waiver shall apply to all first party property, equipment, vehicle and worker’s compensation claims, and all third party liability claims, including deductibles or retentions, which may be applicable thereto. The CONTRACTOR agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the TRIBE. CONTRACTOR further agrees to hold harmless and indemnify the TRIBE for any loss or expense incurred as a result of CONTRACTOR’s failure to obtain such waivers of subrogation from CONTRACTOR’s insurers.
- III. **NOTICE OF CANCELLATION** – Each insurance policy shall be endorsed to require Insurer(s) to provide thirty (30) days' written notice to the TRIBE by certified mail, return receipt requested, prior to any suspension, cancellation or non-renewal of the required insurance.

Acceptability of Insurers

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

Verification of Coverage

CONTRACTOR shall furnish the TRIBE with a certificate of insurance evidencing the required coverage prior to the delivery of product, goods or services to the TRIBE. The certificates are to be

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

3. 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.

4. 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.

5. CONFIDENTIALITY / NON-DISCLOSURE

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

6. NON-EXCLUSIVITY

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

7. DISCLOSURE

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

8. ADDENDA / REVISIONS TO SOLICITATION

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

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

9. RIGHT TO RESCIND AWARD

The TRIBE reserves the right to rescind an award or eliminate any submission should the awardee or bidder have poor or unsatisfactory performance in performing similar or dissimilar services for the TRIBE in the past.

10. 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 TRIBE. "Qualified" shall mean, notwithstanding the above:

A Tribal Member, spouse, child, or business entity who:

- Is actively involved in the business and owns 51% or more of the business;
- 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 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 non-Tribal Member bid.

11. 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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SECTION II – SCOPE OF SERVICES

1. SCOPE OF SERVICES

The TRIBE is requesting bids from qualified firms to install one (1) new standby generator and provide all associated installation services, at one (1) residential property, as outlined in this solicitation.

The following services shall be provided at the property identified in *Section II, Paragraph 10 "LOCATION"*:

Generator:

- CONTRACTOR shall furnish and install one (1) new Generac, 120/240 volt, 32kW, 1,800 RPM, 1-phase, Liquid Propane (LP) Standby Generator Model XG03245.
- Generator shall be housed in a sound-attenuated aluminum enclosure.
- CONTRACTOR shall provide Battery Kit, including 12 VDC Battery and Charger.
- Generator shall include Emergency Stop Button.
- CONTRACTOR shall provide a minimum of twenty (20) gallons of LP fuel for the start-up and testing of generator.

Transfer Switch:

- Connect existing, 200 amps, 120/240 volt, 1-phase Service Entrance Rated Automatic Transfer Switch to the generator.
- Existing breakers are 200-amps each.
- Each existing breaker box is approximately twenty feet (20') away from the generator's proposed location.
- CONTRACTOR shall run all conduit and wiring of appropriate gauge from the generator to the transfer switch.
- CONTRACTOR shall provide the National Electrical Manufacturers Association (NEMA) Rated Automatic Transfer Switches and accessories.

Breaker:

- CONTRACTOR shall connect to existing 200-amp breaker installed at the property.

Liquid Propane Fuel Tank:

- CONTRACTOR shall furnish and install one (1) new five-hundred (500) gallon LP tank.
- CONTRACTOR shall connect LP tank to the generator.
- LP tank shall be installed no less than ten feet (10') from the generator.

2. WARRANTY

- All materials, equipment, accessories, electrical components, etc. supplied by CONTRACTOR shall be warranted for a minimum period of five (5) years which shall begin after the TRIBE's written acceptance. All components of the system shall be new and free from defects.
- BIDDER shall list and provide manufacturer warranties for all equipment being provided.
- In the event the manufacturer's warranty is longer than five (5) years, the longer warranty term provided by the manufacturer shall apply.
- All manufacturer's warranties shall pass through without restriction to the TRIBE.
- CONTRACTOR shall provide a Workmanship Warranty for a minimum of two (2) years which shall begin after the TRIBE's written acceptance.

3. SITE PREPARATION & PERMIT REQUIREMENTS

- Prior to the generator installation, CONTRACTOR shall install qty. one (1) six-inch (6") thick by 4' x 9' Pre-Cast Monolithic Concrete pad rated for 3,000 lb. capacity for the generator with #5 rebar twelve inches (12") on center.
- CONTRACTOR is responsible for obtaining an electrical permit from the TRIBE's Tribal Inspector's Department or the local municipality (whichever applies).
- CONTRACTOR shall seek approval of the TRIBE's Housing Department representative before installation.

4. SAFETY

The work shall be conducted in accordance with the United States' the Occupational Safety and Health Administration (OSHA) and Florida State OSHA requirements, whichever safety procedures are more stringent. As such, CONTRACTOR shall be responsible for all safety requirements for its personnel, subcontractors, TRIBE representatives, and the general public that may be within the work zone.

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

5. CONTRACTOR GENERAL RESPONSIBILITIES

- All electrical work shall conform to National Electrical Code 70.
- Fuel lines and regulators from tank to generator shall be installed per Florida Building Code (FBC).
- CONTRACTOR shall supply all labor and materials.
- CONTRACTOR shall supply all drawings/prints and any other documentation needed by the Building Department in order to obtain the required building permit.
- CONTRACTOR shall supply any necessary cranes, forklifts, and towing for installation of concrete pad and generator.

- CONTRACTOR shall clean jobsite daily and before the final inspection of the completed job.
- CONTRACTOR shall contact the TRIBE's Housing Department to witness all inspections conducted by the Tribal Inspector's Office or local municipality (as applicable), before and during the installation process.
- CONTRACTOR shall perform a final clean-up of job site and removal of all excess debris and materials. CONTRACTOR shall contact the TRIBE's Housing Department to witness final inspection and receive an approval of the final inspection from the Tribal Inspector's Office or the local municipality (whichever applies) prior to project completion.
- CONTRACTOR's anticipated work hours: the TRIBE allows 8:00 AM to 5:00 PM (ET), Monday through Friday. No work allowed on Saturday, Sunday, or Tribal and Non-Tribal Holiday closures.
- CONTRACTOR shall replace any and all piping and wiring in accordance with the National Electrical Code (if needed).
- CONTRACTOR shall deliver, or have delivered, necessary materials in unopened containers with the original labels and batch numbers clearly visible. All materials shall be used in strict adherence to the manufacturer's written specifications and/or label directions.
- CONTRACTOR shall obtain requisite permits and drawings (as applicable). The permit application must be submitted within two (2) business days of being awarded the project. Permit for Propane tank and/or a licensed plumbing, mechanical, or Category V LP Gas Installer (LI) contractor (as applicable) must obtain natural gas piping.
- If awarded the contract, a project schedule will be required within two (2) business days of being issued a Purchase Order from the TRIBE.
- The project start date shall be within two (2) business days after the building permit is approved.
- Invoices must be submitted via email to invoices@semtribe.com.

6. **TERM**

Lump sum fixed fee contract with all work to be completed within one-hundred and twenty (120) calendar days from issuance of a Notice to Proceed (NTP), or as otherwise determined by the TRIBE.

7. **BIDDER REQUIREMENTS**

- All pricing must be submitted on *Exhibit A – Schedule of Values*.
- BIDDER must submit a list of included manufacturer warranties for all equipment being provided and save the file name as *Warranty*.
- Bidders must submit all other required Attachments and Exhibits listed in this solicitation.

8. **LICENSING REQUIREMENTS**

CONTRACTOR and all pre-approved subcontractors shall provide evidence of licensure to the Tribal Inspector's Department. Any of the following:

State: Certified Electrical Contractor

OR

County: Master Electrical Contractor

All work not within the scope of the above CONTRACTOR shall be completed by a licensed subcontractor. All contractors/subcontractors shall have current Liability Insurance and Workers Compensation, or proof of exemption from Workers Compensation

9. QUALIFICATIONS

- a. Bids shall be considered only from vendors 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.
- b. At a minimum, qualifying bids shall demonstrate that BIDDER possesses the qualifications necessary to provide high quality services. To ensure BIDDER is capable of providing an acceptable level of service to the TRIBE, BIDDER must meet the following minimum qualifications:
 - i. Be the prime contractor and will not subcontract out any work or partner with another firm unless explicitly authorized in the Statement of Work.
 - ii. Hold a current certified license applicable to these services and must have a minimum of five (5) years of experience in providing similar services.
 - iii. Provide three (3) current references for three (3) completed individual projects of similar size, scope, and complexity which were completed within the past five (5) years.
 - iv. Have the listed current personnel and maintain a fully equipped organization capable, technically and financially, of performing the work required, and has performed similar work in a satisfactory manner.
 - v. Carry and maintain adequate insurance consistent with the requirements listed in this solicitation.
 - vi. Meet any other requirements outlined in this solicitation.

10. LOCATION

Brighton Reservation
550 Snake Clan Road
Okeechobee, FL 34974

11. PRE-BID CONFERENCE (MANDATORY)

A pre-bid conference has been scheduled for interested firms to attend before the Bid Due Date for this solicitation. **Attendance is mandatory to be eligible for award.**

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

The date, time, and location of the pre-bid conference are shown in the table below:

PRE-BID CONFERENCE	
Date:	May 16, 2024
Time:	11:30 AM (ET)
Location:	Housing Department Brighton Reservation 550 Snake Clan Road Okeechobee, FL 34974

An employee or representative of the prime contractor or primary vendor responding to this solicitation must attend the pre-bid conference in order to receive credit for attendance. Subcontractors or other individuals may not attend for the prime contractor or primary vendor.

12. CONTACT PERSON

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

To: Angel Medina | AngelMedina@SemTribe.com

AND

Cc: BidSubmissions@SemTribe.com

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13. EXHIBITS & ATTACHMENTS

Exhibits	Description	Submission Instructions	BIDDER's Initials
Exhibit A	Schedule of Values	Review all tabs and fill-in required information. Provide a signed copy.	
Exhibit C	Statement of Qualifications	Complete and submit.	
Exhibit D	Contractor's Acknowledgement of Project Conditions	Complete, sign, and submit.	
Exhibit E	Bid Form	Complete, sign, and submit.	
Exhibit F	Non-Collusion Affidavit of Prime Bidder	Complete, sign, and submit.	
Exhibit J	Acknowledgement of Receipt of Addenda	Complete, sign, and submit ONLY if an addendum has been issued. If an addendum has not been issued, this form is not required.	
Exhibit N	Proposed Subcontractor List	Complete, sign, and submit. If no subcontractors, note on file and submit.	

Attachment	Description	Submission Instructions	BIDDER's Initials
Attachment A1	Florida Department of Business and Professional Regulation License(s), Certifications(s), and/or Registration(s).	Submit copy of licenses as defined in this solicitation.	
Attachment A2	Certificate of Authority to do Business in the State of Florida Occupational License.	Submit copy of Florida Certificate of Authority or Florida Business Tax Receipt.	
Attachment D	Contractor Certification Regarding Debarment and Suspension	Complete, sign, and submit.	
Attachment E	Workers Compensation Exemption Affidavit	Complete, sign, and submit, if applicable.	
Attachment F	Drug-Free Workplace Form	Complete, sign, and submit.	
Attachment J	List of Recently Completed Projects and Contract Amounts	Complete, sign, and submit.	

Attachment	Description	Submission Instructions	BIDDER's Initials
Attachment K	List of References	Complete, sign, and submit	
Attachment Y	W-9 Form	Complete, sign, and submit or attached existing signed copy. (Contractor may either submit a copy of their W-9 or fill in the template provided)	

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SECTION III – SUBMISSION REQUIREMENTS

1. SUBMISSION REQUIREMENTS

Email all attachments and exhibits listed in *Section II, Paragraph 13 “EXHIBITS & ATTACHMENTS”* to the two (2) email addresses listed in *Section II, Paragraph 12 “CONTACT PERSON”*.

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

All documents submitted must be signed by an officer of the company.

2. PRICING AND AWARD CRITERIA

Pricing stated in response to this solicitation shall remain fixed and firm for all services to be performed for one-hundred and eighty (180) calendar days. Bidders are responsible for addressing all inquiries with the Contact Person listed in this solicitation to obtain clarification on concerns and issues that may affect costs and their ability to complete the solicited task(s).

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

The TRIBE shall select the most responsive, responsible, and qualified bidder who can meet the specified lead time for this project. If all bids received are unable to meet the specified lead time, the TRIBE reserves the right to award the bidder with the shortest lead time based on the Bidder's response to this solicitation even if they are not the lowest-priced bid.

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