



SEMINOLE TRIBE OF FLORIDA  
INVITATION TO BID

Solicitation No.: ITB 76-2024

Title: Standby Generator Purchase and Installation (Brighton)

Description: The Seminole Tribe of Florida is requesting bids from qualified vendors to provide and install four (4) new Generac 120/240 volt, 32kW, 1,800 RPM, 1-phase, Liquid Propane, Standby Generators and provide all installation services for residences located in the Brighton area.

Solicitation Release Date: July 1, 2024

Pre-Bid Conference: July 17, 2024 @ 10:30 AM (ET) (MANDATORY)  
Housing Department  
Brighton Reservation  
201 Snake Clan Rd.  
Okeechobee, FL 34974

Deadline for Questions\*: July 24, 2024 @ 5:00 PM (ET)

Bid Due Date: July 31, 2024 @ 5:00 PM (ET)

Contact Person\*:  
To: [AngelMedina@SemTribe.com](mailto:AngelMedina@SemTribe.com)  
Cc: [BidSubmissions@SemTribe.com](mailto:BidSubmissions@SemTribe.com)  
Contact instructions are detailed in Section IV, Paragraph 4.

\*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.

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

### **2. ADDITIONAL ITEMS AND SERVICES**

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

### **3. FRAUD AND MISREPRESENTATION**

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

### **4. CONFIDENTIALITY / NON-DISCLOSURE**

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

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

#### **5. NON-EXCLUSIVITY**

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

#### **6. DISCLOSURE**

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

#### **7. ADDENDA / REVISIONS TO SOLICITATION**

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

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

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## SECTION II – SCOPE OF WORK

### 1. PROJECT DETAILS

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

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## SECTION III – QUALIFICATIONS REQUIREMENTS

### 1. GENERAL QUALIFICATIONS

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

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

- Be the prime contractor and will not subcontract out any work or partner with another firm unless explicitly authorized in writing by the TRIBE.
  - The TRIBE must approve in advance any subcontractors related to this work. Bidders must clearly disclose in their bids any known or expected use of subcontractors. Failure to make such disclosure at the time of bid may result in rejection of the subcontractor and the resulting agreement. The TRIBE reserves the right to reject any subcontractors which, in the TRIBE's sole opinion, are unfit to work on this project.
- Hold a current certified license relevant to these services, as described in Section III, Paragraph 2 below.
- Have a minimum of five (5) years of experience in providing similar services.
- Maintain a fully equipped organization capable, technically and financially, of performing the work required, and has performed similar work in a satisfactory manner.
- Carry and maintain adequate insurance consistent with the requirements listed in *Attachment B – Insurance Requirements*.
- Meet any other requirements outlined in this solicitation.

### 2. LICENSING REQUIREMENTS

CONTRACTOR and all pre-approved subcontractors shall provide evidence of licensure to the Tribal Inspector's Department or local municipality (whichever applies). 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

### 3. **PRE-BID CONFERENCE (MANDATORY)**

A Pre-Bid Conference has been scheduled for prospective bidders to attend.

#### 3.1. ATTENDANCE AND ATTENDEES:

- **Attendance is mandatory to be eligible for award.**
- A grace period of ten (10) minutes will be allowed for attendees who are late. Prospective bidders who arrive more than ten (10) minutes late shall be disqualified and shall not be permitted to sign-in and attend the Pre-Bid Conference.

#### 3.2. MEETING DETAILS:

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

<b>PRE-BID CONFERENCE (MANDATORY)</b>	
Date:	July 17, 2024
Time:	10:30 AM
Location:	Housing Department Brighton Reservation 201 Snake Clan Rd. Okeechobee, FL 34974

#### 3.3. NOTICE REGARDING LOCATION:

- Attendees shall respect common parking etiquette and shall not double-park, block another vehicle, block the road, or park on the grass, curb, or other unmarked spaces.

#### 3.4. QUESTIONS:

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

#### 3.5. GENERAL:

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

## SECTION IV – SUBMISSION REQUIREMENTS & INSTRUCTIONS

### 1. SUBMISSION REQUIREMENTS

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

- Compliance Documents – As described below (*Exhibit M*):
  - A signed copy of BIDDER's existing W-9;
  - A copy of BIDDER's Certificate of Insurance;
  - A copy of BIDDER's Florida Certificate of Authority or Florida Business Tax Receipt to prove authority to do business in the State of Florida. If incorporated elsewhere, similar document(s) from other state are acceptable; and
  - A copy of licenses, certificates, or registrations, as defined in this solicitation.
- Warranty – A list of included manufacturer warranties for all equipment being provided (*Exhibit N*).
- All other required exhibits according to Section IV, Paragraph 5 of this solicitation.

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.**

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

### 2. PRICE

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.

### 3. SUBMISSION INSTRUCTIONS

Electronic submissions in response to this solicitation must be emailed to the Contact Person(s) listed in Section IV, Paragraph 4 by the Bid Due Date and time detailed in this solicitation.

The TRIBE has an email size limit of 15MB per email. Larger files must be split into 15MB emails and sent separately.

Physical correspondence, flash drives, or any other physical media shall not be accepted. Links to file sharing websites or portals will not be accepted.

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

- Subject Line for questions: ITB 76-2024 – [BIDDER’s Company Name] – Question
- Subject Line for submission: ITB 76-2024 – [BIDDER’s Company Name] – Submission
  - 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.

All parts, pages, figures, and tables should be numbered and labeled clearly. If submitting separate files, the File Name of each submitted attachment and exhibit must include the assigned letter; for example, *Attachment A’s* File Name must state, at a minimum, “Attachment A.” BIDDER may include additional information in the File Name, if needed.

Submissions must be clear, concise, organized, legible, and easy to read and navigate. Submissions may be returned to BIDDER and required to be reorganized and resubmitted.

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

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

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

<b>CONTACT PERSON</b>	
Name:	Angel Medina
Email:	To: <a href="mailto:AngelMedina@semtribe.com">AngelMedina@semtribe.com</a> Cc: <a href="mailto:BidSubmissions@semtribe.com">BidSubmissions@semtribe.com</a>
Phone:	(954) 966-6300 x11123

Cone of Silence: Bidders shall not contact any other employee of the TRIBE for information with respect to this solicitation. Any violation of the restriction imposed above regarding correspondence may constitute grounds for rejection of a response at any time.

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

BIDDER should initial next to each Attachment and Exhibit listed in the tables below and submit to the TRIBE to confirm BIDDER reviewed all Attachments and submitted all required Exhibits.

Please note, Attachments are reference documents which require BIDDER’s review. Exhibits are documents which BIDDER must provide or complete and sign, according to the instructions specified by the TRIBE in the “Submission Instructions” below.



**5.1. ATTACHMENTS:**

<b>Attachment</b>	<b>Description</b>	<b>Submission Instructions</b>	<b>BIDDER's Initials</b>
Attachment A	Scope of Work	Review information. Initial in next cell to confirm this document has been reviewed. No further action needed.	
Attachment B	Insurance Requirements	Review information. Initial in next cell to confirm this document has been reviewed. No further action needed.	

**5.2. EXHIBITS:**

<b>Exhibit</b>	<b>Description</b>	<b>Submission Instructions</b>	<b>BIDDER's Initials</b>
Exhibit A	Schedule of Values	Review all tabs and fill-in required information. Provide a signed copy.	
Exhibit B	Bid Form	Complete, sign, and submit. The Total should be the BIDDER's base bid, and should not include optional/add-on services, unless specifically requested by the TRIBE to include.	
Exhibit C	Statement of Qualifications	Complete and submit.	
Exhibit D	Contractor Certification Regarding Debarment and Suspension	Complete, sign, and submit.	
Exhibit E	Non-Collusion Affidavit of Prime Bidder	Complete, sign, and submit.	
Exhibit F	Proposed Subcontractor List	Complete, sign, and submit. If no subcontractors are expected to be used, please note, sign, and submit.	
Exhibit G	Acknowledgement of Project Conditions	Sign and submit.	
Exhibit H-1	List of Recently Completed Projects and Contract Amounts	Complete, sign, and submit.	
Exhibit I	List of References	Complete, sign, and submit.	

<b>Exhibit</b>	<b>Description</b>	<b>Submission Instructions</b>	<b>BIDDER's Initials</b>
Exhibit J	Workers Compensation Exemption Form	Complete, sign, and submit, if applicable.	
Exhibit K	Firm Certification	Complete, sign, and submit.	
Exhibit L	Drug-Free Workplace Form	Complete, sign, and submit.	
Exhibit M	Compliance Documents	<p>To be submitted by BIDDER. Review this attachment's requirements in Section IV, Paragraph 1 "Compliance Documents." This file must be clearly labeled in BIDDER's submission as <i>Exhibit M</i>.</p> <p>If BIDDER does not have an existing signed W-9, BIDDER may request a W-9 template from the Contact Person(s).</p>	
Exhibit N	Warranty	To be submitted by BIDDER. Review this attachment's requirements in Section IV, Paragraph 1 "Warranty." This file must be clearly labeled in BIDDER's submission as <i>Exhibit N</i> .	
Exhibit Z	Acknowledgement of Receipt of Addenda	Complete, sign, and submit form <u>ONLY</u> if an addendum has been issued.	

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## SECTION V – SELECTION PROCESS

### 1. EVALUATION CRITERIA

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

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

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

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

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

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

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

## **2. RIGHT TO RESCIND AWARD**

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

## **3. SEMINOLE TRIBAL 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.

## **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.

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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