



SEMINOLE TRIBE OF FLORIDA
INVITATION TO BID

TRIBAL MEMBER VENDORS ONLY

Solicitation No.: ITB 57-2023

Title: Tree Trimming Services (Hollywood)

Description: The Housing Department of the Seminole Tribe of Florida is requesting bids from licensed Arborists to provide tree trimming and removal services in and around residential homes located at the Seminole Indian Hollywood Reservation.

Term/Duration: Lump sum fixed fee contract with all work to be completed within thirty (30) calendar days from issuance of a Notice to Proceed (NTP).

Solicitation Release Date: August 8, 2023

Pre-Bid Conference: August 17, 2023 @ 10:00 AM (ET) **(Mandatory)**
Hollywood Reservation
5700 Griffin Road
Davie, FL 33314

Deadline for Questions*: August 24, 2023 @ 5:00 PM (ET)

Bid Due Date: August 31, 2023 @ 5:00 PM (ET)

Contact Person*: Send all questions and bids to the following email addresses:

TO: BidSubmissions@semtribe.com
CC: Angel Medina, Bid and Proposal Administrator
AngelMedina@SemTribe.com

Submission Requirements: Email to the Contact Person above.

***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 (“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 Seminole Tribe of Florida Inc (“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. 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(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 vendor(s) in this solicitation is to be used solely to permit vendor(s) to reply to the solicitation and vendor(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. Bidder(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.

6. NON-EXCLUSIVITY

It is expressly understood that Bidder selection does not grant the Bidder 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 Bidder(s), and contract with other Bidder(s) for the provision of goods and/or services similar or identical to those that are the subject of this solicitation.

7. DISCLOSURE

Bidders responding to this solicitation must disclose in detail any current or past relationships with the Seminole Tribe of Florida, Seminole Gaming, and/or Seminole Tribe of Florida, Inc. and their employees.

8. 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.

SECTION II – SCOPE OF WORK

1. INTRODUCTION

The Tribe's Housing Department is requesting bids from licensed Arborists to trim and remove hazardous trees at various locations on the Seminole Indian Hollywood Reservation. The awarded Bidder shall remove and trim oak, olive, palm, and various other trees located at the communities, which consist of residential homes.

Hazardous trees may pose a significant threat to the health, safety, and welfare of the Tribal community property. Hazardous trees are defined as trees with limbs, trunks, dead limbs, or boles that overhang, lean toward, or otherwise pose a significant threat to a structure or infrastructure vital to community services and transportation. These hazards must be removed in anticipation of a Category 1 or higher hurricane for the safety of the Tribal community.

The estimated number of trees to be trimmed or removed for this project is five hundred (500). Special vehicles, such as 4-wheel drive, may be necessary to access some portions of the project. Upon award, the work must be completed within ninety (30) calendar days from issuance of a NTP.

2. SCOPE

- Contractor shall be required to have at least one (1) Ground Crew Supervisor to be assigned to each crew. (Refer to Section II, Paragraph 5 "Ground Crew Supervisor" below for job description).
- Contractor shall furnish all labor and equipment for trimming and shall dispose of hazard trees within the project areas or dump sites of reservation.
- Contractor shall trim and dispose oak, olive, palm, and various other trees posing a significant threat to the health, safety, and welfare of our Tribal community.
- Contractor shall have full responsibility for systematically treating the areas indicated in Section II, Paragraph 9 "Service Locations" of this solicitation. Vegetation treatments will be determined in terms of "ground surface acres."
- Trees shall be trimmed to a minimum of 4-inch diameter limb stump and trimmed around the entire bole of the tree as to avoid creation of a lean resulting from uneven weight distribution.
- Palms (if applicable) shall be pruned to remove dead, dying, and diseased fronds, as well as fruiting bodies and stalks and leaf stubs. The use of climbing spikes or other activities that may damage palms are prohibited. A bucket truck or other lifting equipment must be used in accordance to American National Standards Institute (ANSI) height guidelines for safe tree trimming. This shall also include the removal of dead branches measuring two inches in diameter and greater (crown cleaning).
- Contractor is responsible for removal of adventitious shoots/sucker growth and removal/reduction of branches for clearance from infrastructure, including sidewalks, roadways, parking areas, and buildings.

- Work activities commonly associated with tree trimming are included in this scope of work, including the removal of all cut material and proper disposal offsite, obtaining any permits or posting any official notices required to ensure safety of community members while trimming trees.
- Work site shall be cleaned at the end of each workday.
- Contractor shall remove and dispose of debris piles from sidewalks, all paved areas, and pedestrian access areas.
- No debris shall be stored for any length of time within the front or rear yard of a residence. No debris piles shall be left in any location for more than two (2) business days.
- Upon completion of work, the entire work site shall be restored at the Contractor's sole expense, to include repairing sod and any paving, structures, or other site features that were damaged by the Contractor during the project. This shall also include smoothing out and leveling depressions created by loaders, forklifts, etc.
- Any damage to property that may result in collateral damages (i.e. damage to roofing tiles) shall be repaired at the Contractor's expense immediately after the Tribe discovers damage.

3. DUTIES AND RESPONSIBILITIES

- Contractor shall schedule all required inspections and notify the Tribe's Housing Facility Manager in anticipation of any inspections.
- Contractor shall obtain all necessary permits and pay any fees.
- Contractor's progress will be monitored by the Tribe's Housing Facility Manager or designated staff, which may be present on the work site at any time during the contracted work period.
- Contractor will conduct all work from 8:00 AM to 5:00 PM (ET), Monday through Friday (excluding Tribal holidays), unless otherwise approved a minimum of three (3) business days in advance by the Tribe's Housing Facility Manager.
- No less than seven (7) business days prior to initiating work, the Contractor shall provide a schedule to the Tribe's Housing Facility Manager detailing the dates, times, and locations of work to be completed.
- Before work commences, the Contractor shall review with the Tribe's Housing Facility Manager any additions or changes to proposed methods or chemicals.
- The Tribe's Housing Facility Manager shall be consulted prior to trimming questionable trees, removal of entire trees, and altering of trimming resulting from tribal member request.
- The Tribe must approve in advance any subcontracts related to this work. Contractors must clearly disclose in their bid 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 contract.
- To avoid damage to tribal structure and infrastructure, the Contractor shall perform work under the guidelines of power line operation, Florida Best Management Practices (BMP) for arborist, and traffic management.

- Contractor shall send all invoices to invoices@semtribe.com and copy the project manager. DO NOT email invoices directly to the Housing Department.

4. DELIVERABLES

- Treatment Area Deliverables: The Contractor shall treat 100% of target vegetation identified in the project area to prevent re-growth. If target vegetation is not trimmed, the Bidder shall be responsible for completing one additional thorough treatment of the portions of the treatment area where the target trim rate is not sustained, at no additional cost to the Tribe.
- Progress Reports: The Contractor shall provide written progress reports to the Tribe's Housing Facility Manager by the end of each week, utilizing reporting forms provided by the Tribe.
- Closeout: The final invoice for the work shall include, but not limited to copies of progress reports, as applicable, pre-treatment and post-treatment photographs, and a statement from the Contractor that the work has been completed in full compliance with the contract. The Tribe's Housing Facility Manager will verify all information and confirm completion of work before final payment.

5. GROUND CREW SUPERVISOR

Contractor shall have at least one (1) Ground Crew Supervisor that meets or exceeds the minimum qualifications outlined below and they shall be assigned to each project crew assignment and be on-site at all times while crews are at work. The Ground Crew Supervisor and crewmembers must be able to communicate in a common language. In accordance with Florida Department of Agriculture & Consumer Services (FDACS) guidelines, one (1) Ground Crew Supervisor may supervise a maximum of two (2) bucket truck work crews at any given time. A bucket truck work crew is considered one bucket truck working with one support box truck for debris hauling and one chipping machine.

- The Ground Crew Supervisor must possess the following minimum qualifications:
 - i. At least two (2) years of field experience in operating according to the ANSI Z133.1: "Tree Care Operations – Pruning, Trimming, Repairing, Maintaining and Removing Trees, and for Cutting Brush". A copy of this document is available from the ANSI at <http://www.ansi.org/> or (202) 293-8020.
 - ii. Sound knowledge of ecological principles as they relate to vegetation management, including resource management methods, biological processes, and vegetation control techniques.
 - iii. Ability to work under adverse environmental conditions, including inclement weather, high humidity and temperatures, biting and stinging insects, poisonous plants and animals, and difficult terrain.
 - iv. Ability to operate and maintain field vehicles and equipment, and to recognize and avoid hazards associated with operating such equipment.

- The Ground Crew Supervisor(s) shall be responsible for:
 - i. Contacting the Tribe’s Housing Facility Manager each morning before crews begin work to confirm the time and location of work being performed, as well as overall progress, delays, concerns and work completion unless otherwise specified by the Tribe’s Housing Facility Manager;
 - ii. Providing daily written progress reports upon completion of services to the Tribe’s Housing Facility Manager regarding trees trimmed, treatment locations, equipment used, manpower, etc. in accordance with the Tribe’s reporting standards;
 - iii. Coordinating and reporting on the status of project activities with the Tribe’s Housing Facility Manager on a weekly basis;
 - iv. Carrying a copy of the fully executed contract, signed Notice to proceed, current FDACS certification, and Material Safety Data Sheets for all chemicals on-site;
 - v. Maintaining quality control and health and safety assurance on project site;
 - vi. Informing their crews of project boundaries and ensuring crews remain within them;
 - vii. Ensuring every effort is made to avoid damage to soils, native vegetation and wildlife; and
 - viii. Providing all crew members with the proper supplies and equipment needed to perform the work required, including but not limited to: vehicles for transportation to and within work sites; GPS equipment for navigation; herbicides and adjuvants; sprayers; machetes, brush cutters, and other hand tools; chainsaws and other power tools; safety equipment; drinking water; and suitable communications capability to facilitate operational coordination and safety of crew members.

6. TECHNICAL REQUIREMENTS

- Methodology shall be concurrent with Florida Arborist standards and Florida BMP for transporting and disposal of cut material will be followed to ensure proper disposal of debris.
- Buildings and landscape shall be left in clean condition with very little to no vegetative material left on-site once trimming operations have been completed for the site.
- All work is to be performed in accordance with ANSI A300 and Z133.1 standards and associated BMP for tree trimming pruning and safety. Tree limbs that are approved shall be neatly trimmed in accordance with ANSI Z133.1: “Tree Care Operations - Pruning, Trimming, Repairing, Maintaining and Removing Trees, and for Cutting Brush”. A copy of this document is available from the ANSI at <http://www.ansi.org/> or (202) 293-8020.
- All equipment used shall be maintained in good repair and operating condition at all times, remain in compliance with all federal, state, and local vehicle regulations, meet Occupational Safety and Health Administration (OSHA) safety standards as established for that piece of equipment, be operated and maintained in accordance

with the manufacturer's recommendations, and be equipped with all appropriate safety guards, as specified by the manufacturer.

- It shall be the Contractor's responsibility to identify the location of utility lines. All damage to or injury from utility lines is the sole liability of the Contractor. Irrigation lines and sprinkler heads damaged by Contractor shall be repaired by Contractor and/or subtracted from amount owed to the Contractor.
- Due to the highly aggressive nature of invasive and exotic vegetation, the Contractor must take care to avoid spreading target or non-target exotic plant species. The Contractor must exercise care during operations and protect native vegetation at the project sites. The Contractor is responsible for the restoration or replacement of all damaged native vegetation to the satisfaction of the Tribe, at no cost to the Tribe or the land management agency where control operations occurred.
- The Contractor shall take appropriate precautions to avoid damage to buildings, vehicles, and other properties, as well as people. Appropriate precautions may require use of special practices to secure and lower cut branches and to temporarily restrict vehicular and pedestrian access to work sites.
- The Contractor shall, at their own expense, repair, replace, or otherwise restore to original condition all property damaged as a result of any activity by the Contractor, to the satisfaction of the Tribe. This includes but is not limited to soil grade disturbance resulting from heavy equipment/stump removal, pavement surfaces, turf areas, mixing zones, fabricated structures, and/or equipment.

7. RESOURCE PROTECTION:

Archeological/Historical Resources: Upon the discovery of suspected archeological or historical material, Contractor shall ensure that all work ceases in the vicinity of such material and shall immediately notify the Tribe's Building and Grounds Facility Manager.

Native Faunal Species: The project area may contain habitat used by the endangered Florida panther (*Puma concolor coryi*), Audubon's crested caracara (*Polyborus plancus audubonii*), gopher tortoise (*Gopherus polyphemus*), wood stork (*Mycteria americana*), Eastern indigo snake (*Drymarchon corais couperii*) and the Florida black bear (*Ursa americanus floridanus*).

8. DURATION OF SERVICES

All required services described in this solicitation shall be completed within thirty (30) calendar days from issuance of an NTP.

9. SERVICE LOCATIONS

Bidder must refer to *Exhibit A – Schedule of Values* for details regarding the service locations.

10. PRE-BID CONFERENCE

A pre-bid conference has been scheduled for interested firms to attend before the due date for this solicitation. **Attendance is mandatory to be eligible for award.** Please note that vendors may ask questions, however, all questions must be submitted to the Contact Person

in writing by the Bid Due Date to receive a formal written response. The date, time, and location of the pre-bid conference are as follows:

PRE-BID CONFERENCE	
Date:	August 17, 2023
Time:	10:00 AM (ET)
Location:	Hollywood Reservation 5700 Griffin Road Davie, FL 33314

An employee or representative of the prime contractor or primary vendor responding to this solicitation must be in attendance at 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.

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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 the Bidder possesses the qualifications necessary to provide high-quality services. To ensure the Bidder is capable of providing an acceptable level of service to the Tribe, the Bidder must meet the following minimum qualifications:

- Be the prime Contractor and shall not subcontract out any work or partner with another firm.
- Hold a current license applicable to these services, as described in Section III, Paragraph 2 below.
- Have a minimum of five (5) years of experience in providing similar services.
- 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.
- Carry and maintain adequate insurance consistent with the requirements listed in this solicitation.
- Meet any other requirements outlined in this solicitation.

2. LICENSING REQUIREMENTS

Prospective bidders shall provide evidence of licensure as shown below:

State: Certified Arborist (certified by the International Society of Arboriculture Arborists (ISA); or
Registered Consulting Arborist with the American Society of Consulting Arborists (ASCA)

OR

County: Class A Tree Trimmer License; or
Class B Tree Trimmer License

Contractor shall have current Liability Insurance and Workers Compensation.

Proof of any of the above licenses must be included with Bidder's response. Failure to comply will deem a Bidder non-responsive to the requirements of this solicitation.

3. PRICING

Pricing stated in bid responses to this solicitation shall remain fixed and firm for all services to be performed for a minimum period of One-Hundred Eighty (180) calendar days from the Bid Due Date.

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

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SECTION IV – SUBMISSION REQUIREMENTS & INSTRUCTIONS

1. SUBMISSION REQUIREMENTS

Bidder shall bid on all locations to be consider for award listed in *Exhibit A – Schedule of Values*. Bidder may not submit a partial bid; bids must provide pricing for all locations. Bids which do not include pricing for all locations may be considered incomplete and may be disqualified.

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

- All required attachments, exhibits, and/or forms, according to Section IV, Paragraph 4 of this solicitation.

Submissions must be clear, concise, organized, and easy to read and navigate. Submissions not organized in the order shown above may be returned to the BIDDER and required to be reorganized and resubmitted.

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

All documents submitted must be signed by an officer of the company shall submit all attachments, exhibits, and forms in accordance with Section IV, Paragraph 4 “Attachments & Exhibits” of this solicitation.

2. SUBMISSION INSTRUCTIONS

Electronic submissions in response to this solicitation must be emailed to the Contact Person(s) listed in Section IV, Paragraph 3 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 the Bidder to the Tribe regarding this solicitation will follow the format shown below accordingly:

- Subject Line for questions: ITB 57-2023 – [Bidder’s Company Name] – Question
- Subject Line for submission: ITB 57-2023 – [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.

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 the Bidder's organization that was not specifically asked to be provided.

3. CONTACT PERSON

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

TO: BidSubmissions@SemTribe.com

CC: Angel Medina, Bid & Proposal Administrator
AngelMedina@SemTribe.com

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.

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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4. ATTACHMENTS & EXHIBITS

a. ATTACHMENTS:

Attachment	Description	Submission Instructions
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 A3	Arborist Certification or Tree Trimmer License (to be submitted by Bidder)	Submit copy of licenses as defined in this solicitation.

b. EXHIBITS:

Exhibits	Description	Submission Instructions
Exhibit A	Schedule of Values	Complete all tabs and submit two (2) copies, as described below: <ul style="list-style-type: none"> • a PDF version with signature; and • an editable .xlsx Excel version without signature
Exhibit D	Contractor's Acknowledgement of Project Conditions	Complete, sign, and submit.
Exhibit E	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.
Exhibit J	Acknowledgement of Receipt of Addenda	Complete and submit signed form ONLY if addenda has been issued. If an addendum has not been issued, this exhibit is not required.

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SECTION V – SELECTION PROCESS

1. SELECTION OF VENDOR(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 Bidder is responsive, responsible, and qualified Bidder based on evaluation of Bidder responses to this solicitation as deemed relevant to the Tribe, and the Bidder's ability to perform the required services in the required timeframe listed in this ITB. The Tribe reserves the right to eliminate any bids which cannot meet the required timeline for the project.

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 to provide the services described in this solicitation, any legal rights and obligations between the successful Contractor, 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. 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 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
- 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.

3. 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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