



SEMINOLE TRIBE OF FLORIDA INVITATION TO BID

Solicitation No.: ITB 59-2024

Title: Hazardous Tree Trimming & Removal (Lakeland)

Description: The Housing Department of the Seminole Tribe of Florida is requesting bids from qualified contractors to provide tree trimming and removal services needed at the Lakeland Reservation.

Solicitation Release Date: Monday, June 24, 2024

Pre-Bid Conference: Monday, July 1, 2024 @ 11:30 AM (ET) **(MANDATORY)**
Instructions are detailed in Section III, Paragraph 2.2

Bid Due Date: Monday, July 8, 2024 @ 5:00 PM (ET)

Contact Person(s)*: To: MarianJamaleddine@semtribe.com
Cc: BidSubmissions@semtribe.com
Contact instructions are detailed in Section IV, Paragraph 4.

*ALL COMMUNICATION MUST BE DIRECTED IN WRITING TO THE CONTACT PERSON(S). FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFICATION OF AN AWARD UNDER THIS SOLICITATION.

SECTION I – GENERAL INFORMATION

1. BACKGROUND

The Seminole Tribe of Florida (hereinafter the “TRIBE” or “STOF”) is a federally recognized Indian Tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934, as amended, 25 U.S.C. §5123. There are six (6) Seminole Indian Reservations in the State of Florida in Big Cypress, Brighton, Hollywood, Immokalee, Tampa, and Fort Pierce. Tribal Headquarters are located on the Hollywood Reservation in an urban environment in the Greater Fort Lauderdale/Hollywood, Florida area. Satellite offices are located on each of the other reservations or trust land. The TRIBE also maintains off-reservation offices in Naples, Fort Pierce, Hollywood, and Miami.

The TRIBE provides various governmental services to its members and residents of its reservations similar to those services provided at the municipal or county level. Examples of such services include, but are not limited to, public works, recreation and elder services programs, police, fire, and EMS services. The TRIBE also maintains health and dental clinics, an education program, preschools and schools, a museum, two rodeo arenas, etc. In addition to governmental services, the TRIBE and the Seminole Tribe of Florida, Inc. (hereinafter “STOFI”) also are engaged in various business activities including real estate, agriculture, tourism, manufacturing, gas station/convenience stores, and sales.

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

2. ADDITIONAL ITEMS AND SERVICES

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

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 asked during the Pre-Bid Conference 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:

- Must be a registered vendor with the TRIBE.
- Be the prime contractor and will not subcontract out any work or partner with another firm.
- Hold a current certified license relevant to these services, as described below:
 - Certified Arborist, certified by the International Society of Arboriculture Arborists (ISA) **OR** Registered Consulting Arborist with the American Society of Consulting Arborists (ASCA)
- 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. PRE-BID CONFERENCE (MANDATORY)

A Pre-Bid Conference has been scheduled for prospective bidders. Details regarding the Pre-Bid Conference are found in the paragraphs below.

2.1. ATTENDANCE AND ATTENDEES:

- **Attendance is mandatory to be eligible for award.**
- A grace period of ten (10) minutes will be allowed for attendees who are late. Prospective 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.

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2.2. MEETING DETAILS:

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

PRE-BID CONFERENCE (MANDATORY)	
Date:	July 1, 2024
Time:	11:30 AM (ET)
Location:	<p>Guard Gate Lakeland Reservation 8915 Moore Road, Lakeland, FL 33809</p> <p>Once you arrive to 8915 Moore Road, Lakeland, FL 33809, take the following route:</p> <ul style="list-style-type: none"> • Go through the gate • Make a right • Make a left • Make another left • The trailer is located on the left-hand side

2.3. NOTICE REGARDING LOCATION:

- Attendees shall respect common parking etiquette and shall not double-park, block another vehicle, block the road, or park on the grass, curb, or other unmarked.
- A shuttle will NOT be available for prospective bidders to board.

2.4. 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 will not be accepted.

2.5. 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:

- Attachments & Exhibits Checklist – BIDDER must initial next to each attachment and exhibit listed in the two (2) tables in Section IV, Paragraph 5, to confirm BIDDER's submission includes each applicable completed form.
- 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.
- Proposed Schedule – A proposed project schedule/timeline detailing each phase of the project from commencement to completion of services (*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.

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.

CONTRACTOR may be required to submit additional documentation upon award, as deemed necessary by the TRIBE.

2. PRICE

Prices 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 and eighty (180) calendar days from the Bid Due Date.

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 submission: ITB 59-2024 – [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 communication, must be routed through:

CONTACT PERSON	
Name:	Marian Jamaleddine
Email:	To: MarianJamaleddine@semtribe.com Cc: BidSubmissions@semtribe.com
Phone:	(954) 966-6300 x11192

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 must initial next to each Attachment and Exhibit listed in the tables below 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:

Attachment	Description	Submission Instructions	BIDDER's Initials
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:

Exhibit	Description	Submission Instructions	BIDDER's Initials
Exhibit A	Schedule of Values	Review all tabs and fill-in required information. Complete, sign, and submit.	
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 E	Non-Collusion Affidavit of Prime Bidder	Complete, sign, and submit.	
Exhibit G	Contractor Acknowledgement of Project Conditions	Sign and submit.	
Exhibit M	Compliance Documents	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> . If BIDDER does not have an existing signed W-9,	

Exhibit	Description	Submission Instructions	BIDDER's Initials
		BIDDER may request a W-9 template from the Contact Person(s).	
Exhibit N	Proposed Schedule	To be submitted by BIDDER. Review this attachment's requirements in Section IV, Paragraph 1 "Proposed Schedule." 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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ATTACHMENT A

SCOPE OF WORK

1. INTRODUCTION

The TRIBE is requesting bids from qualified contractors to provide tree trimming and removal services at the Lakeland Reservation, in accordance with the specifications listed in this solicitation.

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.

2. PROJECT DETAILS

The estimated number of trees to be trimmed or removed for this project is twenty (20). This estimated number does not include trees which CONTRACTOR must trim excessive brush at the base. CONTRACTOR must determine how many trees require excessive brush to be trimmed and include pricing in *Exhibit A – Schedule of Values*.

The specified services shall be required in and around residential properties and structures.

2.1. TREE TRIMMING AND REMOVAL:

- CONTRACTOR shall furnish all labor and equipment for trimming and shall dispose of hazardous 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 the Tribal community.
- CONTRACTOR shall systematically treat all locations outlined in this solicitation. Vegetation treatments will be determined in terms of “ground surface acres.”
- Trees shall be trimmed to a minimum of four-inch (4”) 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 (2”) 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.

2.2. ADDITIONAL CONTRACTOR RESPONSIBILITIES:

- CONTRACTOR must adhere to the list provided by the TRIBE's Housing Department of all locations where all tree trimming/removal will take place. List will be provided at Pre-Bid Meeting.
- CONTRACTOR shall be required to have at least one (1) Ground Crew Supervisor to be assigned to each crew.
- CONTRACTOR shall conduct all work from 8:00 AM to 5:00 PM (ET), Monday through Friday (excluding Tribal holidays), unless otherwise approved with a minimum of three (3) business days advanced notice by the TRIBE's Housing Facility Manager.
- CONTRACTOR shall ensure that the work site(s) remain clean on a daily basis and will ensure that the site remains clean 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 CONTRACTOR's sole expense, to include repairing sod and any paving, structures, or other site features that were damaged by 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 damage (i.e. damage to roofing tiles) shall be repaired at CONTRACTOR's expense immediately after the TRIBE discovers damage.
- CONTRACTOR shall schedule all required inspections and notify the TRIBE's Housing Facility Manager in anticipation of any inspections.
- 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.
- Before work commences, 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 or removing any items that are not outlined per this Scope of Work, including but not limited to, trimming or removal of entire trees and altering of trimming resulting from Tribal Member request.
- To avoid damage to Tribal structure and infrastructure, CONTRACTOR shall perform work under the guidelines of power line operation, Florida Best Management Practices (BMP) for arborist, and traffic management.
- 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 CONTRACTOR’s responsibility to identify the location of utility lines. All damage to or injury from utility lines is the sole liability of CONTRACTOR. Irrigation lines and sprinkler heads damaged by CONTRACTOR shall be repaired by CONTRACTOR and/or subtracted from amount owed to CONTRACTOR.
- Due to the highly aggressive nature of invasive and exotic vegetation, CONTRACTOR must take care to avoid spreading target or non-target exotic plant species. CONTRACTOR must exercise care during operations and protect native vegetation at the project sites. 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.
- 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.
- CONTRACTOR shall, at their own expense, repair, replace, or otherwise restore to original condition all property damaged as a result of any activity by 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.
- Send all invoices to invoices@semtribe.com and copy the TRIBE’s Project Manager. Do not email invoices directly to the TRIBE’s Housing Department.

2.2.1. PERMIT REQUIREMENTS (IF APPLICABLE):

- All work performed under the resultant agreement shall be in strict compliance with the Florida Building Code, industry standards, Occupational Safety and Health Administration (OSHA) regulations, and local municipalities.
- CONTRACTOR shall be responsible for timely obtaining all necessary permits and inspections through appropriate agencies.
 - Contact the TRIBE’s Tribal Inspector’s Department via email at buildingdept@semtribe.com for requirements.
 - All new incoming permitting applications shall be sent to the Tribal Inspector’s Department by the digital self-service portal: https://lmp.semtribe.com/EnerGov_Prod/SelfService. CONTRACTOR

shall follow the instructions to register. Once registration has been approved, CONTRACTOR or delegate will be able to log in to use the site.

- CONTRACTOR shall produce all necessary county and local licenses, where applicable.

2.2.2. DELIVERABLES:

- Treatment Area: CONTRACTOR shall treat one-hundred percent (100%) of target vegetation identified in the project area to prevent re-growth. If target vegetation is not trimmed, CONTRACTOR shall be responsible for completing one (1) 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: 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 be limited to, copies of progress reports (as applicable), pre-treatment and post-treatment photographs, and a statement from 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.

3. TRIBE’S RESPONSIBILITIES

- The TRIBE’s Housing Department will notify the homeowners that the work outlined in this Scope of Work will commence once the solicitation has been awarded and CONTRACTOR’s schedule has been approved.

4. LOCATION OF SERVICES

The services described in this solicitation shall be completed at the locations identified below:

LOCATIONS	
1	1768 Ruby Tiger Road, Lakeland, FL 33809
2	1942 Canoe Circle, Lakeland, FL 33809
3	2147 CACCV Boulevard, Lakeland, FL 33809
4	2148 CACCV Boulevard, Lakeland, FL 33809
5	9011 Medicine Man Trail, Lakeland, FL 33809
6	9118 Medicine Man Trail, Lakeland, FL 33809
7	9176 Medicine Man Trail, Lakeland, FL 33809

5. PERIOD OF PERFORMANCE

All services described in the Scope of Work must commence within fourteen (14) calendar days of receipt of Purchase Order or Notice to Proceed (email sufficient) and must be completed within thirty (30) calendar days.

ATTACHMENT B
INSURANCE REQUIREMENTS

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.

EXHIBIT A
SCHEDULE OF VALUES
(Attached separately as .xlsx)

EXHIBIT B

BID FORM

The undersigned, hereinafter called “Vendor”, having visited the site of the proposed project and familiarized itself with the nature and extent of the work, and having examined carefully the Drawings, Project Manual, Specifications, and other Contract Documents, proposes to furnish all labor, materials, equipment and other items, facilities and services for the proper execution of Bid Requirements, in full accordance with the drawings and specifications prepared by the below firms, and as listed in the Scope of Work:

The Bidder agrees to furnish all products, materials, and equipment and perform all labor necessary to complete the Scope of Work including all line items in the attached Scope of Work for the combined amount of (This shall **not** include any alternates):

The Bidder hereby agrees that:

The Bid Amount and Alternates shall remain in full force and effective for a period of One-Hundred and Eighty (180) calendar days after the time of opening of this bid and that the bidder will not revoke or cancel this bid or withdraw from the competition with One-Hundred and Eighty (180) calendar days. **The Bidder further attests that the TOTAL BID AMOUNT herein proposed represents and includes the entirety of the work, fees, profit, overhead, general requirements, general conditions, etc. of the project as per the bid documents.**

Base Bid (written):

Base Bid (figure):

\$ _____

Company Name: _____

By: _____ Signature: _____

Title: _____

Address: _____ Dated this ____ day of _____ 20__

Attest: _____ Title: _____

EXHIBIT C
STATEMENT OF QUALIFICATIONS

(Attached separately as .xlsx)

EXHIBIT E

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

The Bidder hereby declares that the undersigned is the person or persons responsible within the firm for the final decision as to the price(s) and amount of this bid and the Bidder further declares that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause, or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any other firm or person to submit a complementary bid.
5. The Bidder has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other firm or person, or offered, promised, or paid cash or anything of value to any other Bidder or person, whether in connection with this or any other project, in consideration for an agreement or promise by any other firm or person to refrain from bidding or to submit a complementary bid on this project.
6. The Bidder has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any other firm or person, and has not been promised or paid cash or anything of value by any other firm or person, whether in connection with this or any other project, in consideration for the firm's submitting a complementary bid, or agreeing to do so, on this project.
7. The Bidder has made a diligent inquiry of all members, officers, employees, and agents of the Bidder with responsibilities relating to the preparation, approval or submission of the firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made in this Declaration.

Business Name: _____

Signature of Authorized Representative: _____

Print Name: _____

Title: _____

Date _____

EXHIBIT G**ACKNOWLEDGEMENT OF PROJECT CONDITIONS**

The Contractor acknowledges that no representations as to the work have been made by the Owner, the Project Engineer or by any one on the Owner's behalf, except as in this Contract expressly set forth. The Contractor warrants and represents that it has visited the site of the proposed work, that it has familiarized itself with existing conditions and the character of the operations to be carried on the Project per the requirements of the design documents and that it fully understands the facilities, difficulties and restrictions attending the execution of the Work under the Contract; the Contractor acknowledges that it has examined the Project and applicable regulatory requirements and from its own investigations has satisfied itself as to the nature and location of the Work, the general and local conditions, and all matters which may in any way affect the Work or its performance and the Contractor agrees that it will not make any claim for or have any right to, damages because of any misinterpretation or misunderstanding of the Contract or because of any lack of information or because of any incorrect information or inaccuracies contained or conveyed by any borings or by any diagrams, drawings, surveys, maps or samples, or by reason of any conditions (subsurface or otherwise) at the site which are not disclosed thereby unless such conditions could not have been discovered by a legitimate investigation of Contractor. The Contractor further acknowledges that any estimate of quantities set forth in this Contract is approximate, that the quantity of labor and materials requisite to complete its work may be more or less than estimated and that no action for damages shall accrue to the Contractor by reason of such difference if any in the absence of a written change order.

Acknowledged and signed by:

Signature

Print Name

Date

EXHIBIT M
COMPLIANCE DOCUMENTS
(To be submitted by BIDDER)

EXHIBIT N
PROPOSED SCHEDULE
(To be submitted by BIDDER)

EXHIBIT Z

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

Bidder acknowledges receipt of the Following Addenda:

Addendum No. 1, dated: _____	Addendum No. 5, dated: _____
Addendum No. 2, dated: _____	Addendum No. 6, dated: _____
Addendum No. 3, dated: _____	Addendum No. 7, dated: _____
Addendum No. 4, dated: _____	Addendum No. 8, dated: _____

COMPANY NAME: _____

BY (PRINT): _____

TITLE: _____

SIGNATURE: _____

ADDRESS: _____

CITY/STATE: _____ ZIP CODE: _____

TELEPHONE: (_____) _____

FAX: (_____) _____

EMAIL: _____

ATTEST: _____

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
_____	_____
_____	_____
_____	_____