



SEMINOLE TRIBE OF FLORIDA  
REQUEST FOR PROPOSAL

Solicitation #: RFP 06-2024

Title: **Tribalwide Street Lighting and Maintenance Services**

Description: The Public Works Department of the Seminole Tribe of Florida is requesting proposals from qualified contractors to provide as-needed street lighting and maintenance services located at some or all of the Seminole Tribe of Florida reservations and trust land.

Term/Duration: Three (3) year Agreement with two (2) optional one (1) year renewals.

Solicitation Release Date: Wednesday, January 31, 2024

Deadline for Questions\*: Wednesday, February 7, 2024 @ 3:00 PM (ET)

Proposal Due Date: Friday, March 1, 2024 @ 3:00 PM (ET)

Contact Person\*: TO: [BidSubmissions@semtribe.com](mailto:BidSubmissions@semtribe.com)  
CC: Mariela Velazquez | [MarielaVelazquez@semtribe.com](mailto:MarielaVelazquez@semtribe.com)  
Additional contact instructions are detailed in Section II, Paragraph 6.

Submission Requirements: Submission requirements and instructions are detailed in Section III.

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

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

### **2. INSURANCE**

See *Exhibit J – Insurance Requirements and Certificate of Insurance* for the minimum insurance requirements required through this RFP and subsequent agreement. The Tribe reserves the right to modify the insurance requirements as required.

### **3. VENDOR APPLICATION AND REGISTRATION PROGRAM**

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, therefore, the Tribe cannot engage in significant transactions with individuals or business entities whom, due to 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 or registered vendor with the Tribe, the highest scoring contractor(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 contractor(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 contractor 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 contractor 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 contractor and move onto the next highest scoring contractor. Should the next highest scoring contractor 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 contractor until a contractor is successfully registered.

#### **4. SELECTION OF VENDOR(S)**

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

The contractor with the best overall score will be the apparent awardee pending final review of all qualifications and documentation.

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 a contract 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 contract and any other documents specifically referred to in that agreement and executed by the parties.

#### **5. 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 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.

#### **6. 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.

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

Contractor shall treat any information contained in this solicitation (or accumulated through other written or oral communication with the Tribe) as confidential information. Any information provided by the Tribe to contractor in this solicitation is to be used solely to permit contractor to reply to the solicitation and contractor shall make no other use of the information, inclusive of sharing the information with corporate affiliates and subsidiaries without the prior written consent of the Tribe. Contractor 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.

**8. NON-EXCLUSIVITY**

It is expressly understood that vendor 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 vendors, and contract with other vendor(s) for the provision of goods and/or services similar or identical to those that are the subject of this solicitation.

**9. DISCLOSURE**

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

**10. 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.

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## **SECTION II – SCOPE OF SERVICES**

### **1. SCOPE OF SERVICES**

The Public Works Department of the Tribe is requesting proposals from qualified contractors to provide Street Lighting and Maintenance Services at some or all of the Seminole Tribe of Florida reservations and trust land, as determined by the Tribe. Work is to be done in accordance with the subsequent agreement documents, and the documents shown in the table below:

<b>Attachment</b>	<b>Description</b>
A	Sample Agreement

### **2. QUALIFICATIONS**

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

At a minimum, qualifying proposals shall demonstrate that the contractor possesses the qualifications necessary to provide high quality services. To ensure contractor is capable of providing an acceptable level of service to the Tribe, contractor must 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 the Statement of Work.
  - The Tribe must approve in advance any subcontractors related to this work. Contractors must clearly disclose in their proposals 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 contract. 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 General Contractor license. The prime contractor and all subcontractors shall meet licensure requirements to perform work in the State of Florida.
- Have a minimum of ten (10) 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 or in the subsequent contract documents.

### **3. BONDING (NOT APPLICABLE)**

### **4. RESOURCE PROTECTION**

Any suspected archeological or historical material shall be incorporated into the deliverables for this work. Upon the discovery of suspected archeological or historical material, the awarded

vendor shall ensure that all work ceases in the vicinity of such material and immediately notify the Tribe's project manager.

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*). Any suspected activity of un-collared panthers will be documented using GPS and reported to the Tribe. The awarded contractor shall ensure any and all of its employees, including subcontractors, use every precaution necessary to prevent disturbing and/or harassing any wildlife encountered on the Reservations. The willful killing of any animal species while working on Reservation lands is illegal and will not be tolerated. Violations will void the contract.

The awarded contractor must demonstrate sensitivity to cultural resources, particularly as it relates to Native American tribes. Past history with the Tribe will be used as a factor for selection. Preference will be given to contractors and subcontractors with a positive past history with the Tribe.

## 5. PRESENTATION

Contractors who submit a response to this solicitation may be required to give a presentation or be interviewed to provide more information relevant to their response. All costs associated with the contractor's presentation/interview will be solely the responsibility of the respective contractor.

At the Tribe's discretion, the Tribe may videotape and/or audiotape any/all presentations/interviews, whether held in-person or online. This recording(s) may only be shared internally with the Tribe's key personnel and may or may not be provided to prospective contractors who attended the presentation/interview, as determined by the Tribe.

## 6. CONTACT PERSON

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

TO: [BidSubmissions@semtribe.com](mailto:BidSubmissions@semtribe.com)  
CC: Mariela Velazquez | [MarielaVelazquez@semtribe.com](mailto:MarielaVelazquez@semtribe.com)

All questions submitted by prospective contractors will be answered via an official addendum to ensure all prospective contractors have access to the Tribe's responses.

## 7. ATTACHMENTS & EXHIBITS

### • ATTACHMENTS:

Attachment	Description	Submission Instructions
A	Sample Agreement	Review information. No further action needed.

• **EXHIBITS:**

Exhibit	Description	Submission Instructions
A	Proposal Form	Review all tables and fill-in required information. Provide two (2) copies of this document, as described below: <ul style="list-style-type: none"> <li>• A filled-in and signed version in PDF format</li> <li>• A filled-in and unsigned version in .xlsx Excel format</li> </ul>
B	Acknowledgement of Receipt of Addenda	Complete and submit signed form <u>ONLY</u> if addenda has been issued. If an addendum has not been issued, this form is not required.
C	Statement of Qualifications	Complete, sign, and submit
D	Contractor Certification Regarding Debarment and Suspension	Complete, sign, and submit
E	Non-Collusion Affidavit of Prime Bidder	Complete, sign, and submit
F	Proposed Sub-Contractor List	Complete, sign, and submit. If no subcontractors are expected to be used, please note and submit
G	Bonds and Certificate of Ability to Obtain Performance Bonds	<b>Not Applicable</b>
H-1	List of Recently Completed Projects and Contract Amounts	Complete, sign, and submit
H-2	List of Past Experience with the Tribe	Complete, sign, and submit
I	List of References	Complete, sign, and submit
J	Insurance Requirements and Certificate of Insurance	Review and submit required information.
K	Firm Certification	Complete, sign, and submit
L	Drug-Free Workplace Form	Complete, sign, and submit
M	Proposed Sample Agreement Exceptions	Check the appropriate line, sign, and submit. If applicable, provide proposed exceptions or modifications. Proposed exceptions or modifications must be clearly tracked. A written explanation or rationale for each exception or proposed modification must be provided.
N	Certificate of Authority to do Business in the State of Florida – Occupational License	To be submitted by Contractor. Provide required information and submit. This file must be clearly labeled in Contractor’s submission as <i>Exhibit N</i> .

	Or other state if incorporated elsewhere	
O	Florida Department of Business and Professional Regulation - License(s), Certification(s) and/or Registration(s)	To be submitted by Contractor. Provide required information and submit. This file must be clearly labeled in Contractor's submission as <i>Exhibit O</i> .
P	W-9 Form	Fill in template or provide existing signed copy.



## SECTION III – SUBMISSION REQUIREMENTS

### 1. SUBMISSION REQUIREMENTS

- a. Proposals shall be accepted via e-mail only. The Tribe has an e-mail size limit of 15MB per email. Larger files must be broken up in to separate 15MB emails and e-mailed individually.
- b. Proposals must be e-mailed by no later than the Proposal Due Date and time stated on Page 1 of this solicitation.
- c. Physical correspondence, flash drives, or any other physical media will not be accepted.
- d. Cover Letter & Executive Summary
  - Cover Letter, including contractor's name, address, phone number(s), and e-mail address, along with the signature of the Contractor's authorized representative (no specific format required, use of your Firm's letterhead/stationary is preferred).
  - Executive Summary, including a brief company overview (2-page maximum).
- e. Professional Qualifications
  - Company Background and Structure (i.e., organizational chart, if applicable)
  - Copies of relevant licenses, certifications, registrations, references, resumes of Project Manager and Superintendent, and/or noteworthy achievements (*Exhibit N*, and *Exhibit O*)
  - Prior Relevant Experience for Similar Projects (*Exhibit H-1*)
  - Past Performance with the Tribe, if applicable (*Exhibit H-2*)
  - References and Letters of Recommendation (*Exhibit I*)
  - Capacity and Availability to Complete Project
  - Vendor Location/Proximity to Service Area and ability to work in general geographical area of the project and knowledge of the locality of the project
  - Sub-Contractor Utilization (Tribal/Minority/Disadvantaged Businesses Preferred) (*Exhibit F*)
  - Information detailing proposal, specialized experience, and technical competence in the type of work required by this solicitation, qualifications, and a description of the methodology proposed to provide the construction services required for this project.
  - Responses to all questions in this solicitation
- f. All Exhibits, Forms, and Attachments required in this solicitation shall be submitted and filled in where appropriate.
- g. Contractors wishing to submit a response to this solicitation MUST submit documentation to demonstrate that they meet ALL requirements in this solicitation, including the submission of all applicable attachments, exhibits and/or forms. Failure to submit ALL information may result in disqualification or lower ranking due to not meeting these requirements.
- h. Contractors may include in their submission any proposed exceptions to the included Sample Agreement by reviewing *Attachment A – Sample Agreement* and completing in

*Exhibit M – Proposed Construction Agreement Exceptions*, which includes submitting the proposed revision(s) with the required written explanation or rationale for each exception or proposed modification(s).

- i. The contract, if awarded, shall be to the most responsible bidder whose bid conforming to the specifications is the most advantageous to the TRIBE, considering prices bid, the experience, the qualifications of the bidder, and the bidders current and immediately available resources. Bid must comply with the requirements necessary to render it formal.

## **2. COSTS**

Costs stated in response to this solicitation shall remain fixed and firm for at least three hundred sixty-five (365) calendar days from the Proposal Due Date for all services to be performed.

Contractors are responsible for addressing all inquiries with the Contact Person(s) 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 proposal submission must be requested in writing and approved by the Tribe.

## **3. EVALUATION CRITERIA**

The Tribe will conduct a comprehensive, fair, and impartial evaluation of all responses to this solicitation. The Tribe may select some, none, or all of the respondents to provide the solicited services. The Tribe shall select the contractor(s) with the highest score(s), which meets or exceeds all of the required relevant factors, relevant experience, and quality of work at other similar projects, and price. Pricing will not be the sole criterion for selection. Prior to the final selection, contractor(s) may be required to submit additional information which the Tribe may deem necessary to further evaluate the contractor(s) responses.

Selection of a contractor will be based upon evaluation criteria identified below:

- Cover letter and submission
- Project organizational chart and resumes of project manager and superintendent
- Specialized experience and technical competence in the type of work required
- List of similar projects and references of past performance in terms of cost control, quality of work, and compliance with performance schedules
- Ability to work in general geographical area of the project and knowledge of the locality of the project
- Cost
- Acceptability under other appropriate evaluation criteria