



SEMINOLE TRIBE OF FLORIDA REQUEST FOR PROPOSAL

Solicitation No.: RFP 25-2024

Title: Tutoring Services (Tribalwide)

Description: The Education Department of the Seminole Tribe of Florida is requesting proposals from qualified vendors to provide Tutoring Services, Tribal-wide.

Solicitation Release Date: Thursday, May 2, 2024

Deadline for Questions*: Thursday, May 9, 2024 @ 5:00 PM (ET)

Proposal Due Date: Thursday, May 23, 2024 @ 5:00 PM (ET)

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

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

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 vendor/firm(s) (hereinafter “CONTRACTOR”) agrees to provide such items or services, and shall provide the TRIBE prices on such additional items or services based upon a formula or method that is the same or similar to that used in establishing the fees as a result of this solicitation. If the fees offered are not acceptable to the TRIBE, and the situation cannot be resolved to the satisfaction of the TRIBE, the TRIBE reserves the right to procure those items or services from others.

3. FRAUD AND MISREPRESENTATION

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

4. CONFIDENTIALITY / NON-DISCLOSURE

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

and the information obtained will not be disclosed to any third-party, vendor affiliate, or subsidiary, without the TRIBE's prior written consent.

5. NON-EXCLUSIVITY

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

6. DISCLOSURE

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

7. ADDENDA / REVISIONS TO SOLICITATION

If it becomes necessary to revise or clarify any part of this solicitation, the TRIBE will modify this solicitation by issuance of written addenda. All addenda will clearly be marked as such and shall become part of the solicitation documents. All questions submitted by prospective bidders will be answered via an official addendum to ensure all prospective bidders have access to the TRIBE's answers.

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SECTION II – SCOPE OF WORK

1. PROJECT DETAILS

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

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SECTION III – QUALIFICATIONS REQUIREMENTS

1. GENERAL QUALIFICATIONS

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

- Be the prime contractor and will not subcontract out any work or partner with another firm.
- Be currently capable of providing in-person and remote services throughout Florida, including but not limited to the TRIBE’s Reservations.
- Be willing to provide in-person services to any location outside of Florida and throughout the United States, if needed by the TRIBE, and within the timeframe specified in the Scope of Work.
 - BIDDER is not required to have this capability to bid. CONTRACTOR shall be notified if in-person tutoring services are needed at a location outside of Florida and shall be allowed the timeframe specified in the Scope of Work to hire a tutor to service the relevant location, if needed.
- Have a minimum of one (1) year of experience in providing similar services.
- Maintain a fully equipped organization capable, technically and financially, of performing the work required, and has performed similar work in a satisfactory manner.
- Carry and maintain adequate insurance consistent with the requirements listed in *Attachment B – Insurance Requirements*.
- Meet any other requirements outlined in this solicitation.

2. TUTOR QUALIFICATIONS

All tutors assigned by BIDDER to perform the required services shall meet the following minimum qualifications:

- Possess a bachelor’s degree or higher from an accredited institute, college, or university.
- Teacher Certification is preferred.
- Have experience working with children.
- Possess knowledge in the subject area the student requires tutoring.
- Proficient in assisting students with setting priorities and behavior goals to establish structured tutoring sessions.
- Have and maintain a friendly demeanor and the ability to establish rapport with students.
- Experience in engaging students in assigned tasks.
- Effective communication skills.
- Organizational skills.
- Knowledge of human development and educational practices for students, as defined by the TRIBE.

- Possess knowledge and experience working with Exceptional Student Education (ESE) students.

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SECTION IV – SUBMISSION REQUIREMENTS & INSTRUCTIONS

1. SUBMISSION REQUIREMENTS

The awarded CONTRACTOR(s) must be capable of providing services to all grade levels at all reservations/locations indicated in this solicitation. Bids which do not include all required services for all required locations will be disqualified and will not be eligible for award.

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.
- Cover Letter & Executive Summary – As described below (*Exhibit M*):
 - A cover letter, including BIDDER’s name, address, phone number(s), and email, along with the signature of BIDDER’s authorized representative; and
 - An executive summary, including a brief company overview.
- Professional Qualifications – Professional qualifications detailing BIDDER’s experience, resources, qualification, capabilities, and past performance in providing this type of service (*Exhibit N*). Must illustrate BIDDER’s capability to perform the full scope of services. Must also include the following:
 - Company background and structure (i.e. organization chart, if applicable)
 - Copies of relevant resumes
 - Copies of noteworthy achievements, if applicable
- Proposed Methodology – A detailed description outlining the proposed approach and methodology for providing these services (*Exhibit O*). The responsiveness and approach should be thorough in describing proposed services. Must also include the following:
 - Any reports/deliverables.
 - Any additional services that would be provided or that vendor believes are necessary to the engagement described in this solicitation.
 - Responses to any and all questions in the solicitation
 - Timeframe for completion of services or ability to meet timeline
 - Capacity and availability to complete project
 - Vendor location and proximity to service area(s)
- Observation Tool – A detailed observation tool must be submitted by BIDDER detailing how tutors will be observed and monitored on a regular basis (*Exhibit P*).
- Statement of Background and Criminal Record – A Statement of Background and Criminal Record for the assigned tutors and company BIDDER expects to assign to this project (*Exhibit Q*).
- Compliance Documents – As described below (*Exhibit R*):
 - 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.

- 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.

2. PRICE

Prices stated in proposal responses to this solicitation shall remain fixed and firm for all services to be performed for a minimum period of three-hundred and sixty-five (365) calendar days from the Proposal Due Date.

Any price adjustments after submission must be requested in writing and approved by the TRIBE (email sufficient).

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 Proposal Due Date and time detailed in this solicitation.

- TRIBE has an email size limit of 15MB per email. Larger files must be split into 15MB emails and sent separately.
- Physical correspondence, flash drives, or any other physical media shall not be accepted. Links to file sharing websites or portals will not be accepted.

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

- Subject Line for questions: RFP 25-2024 – [BIDDER’s Company Name] – Question
- Subject Line for submission: RFP 25-2024 – [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 not organized in the order shown above may be returned to BIDDER and required to be reorganized and resubmitted.

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

4. **CONTACT PERSON(S)**

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

CONTACT PERSON	
Name:	Mariela Velazquez
Email:	To: MarielaVelazquez@semtribe.com Cc: BidSubmissions@semtribe.com
Phone:	(954) 966-6300 x11372

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 CHECKLIST**

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.	
Attachment C	Tutoring Locations	Review information. Initial in next cell to confirm this document has been	

Attachment	Description	Submission Instructions	BIDDER's Initials
		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. Provide two (2) copies of this document, as described below: <ul style="list-style-type: none"> • A filled-in and signed version in PDF format • A filled-in and unsigned version in .xlsx Excel format 	
Exhibit B	Questions	Complete and submit.	
Exhibit C	Statement of Qualifications	Complete and submit.	
Exhibit D	Contractor Certification Regarding Debarment and Suspension	Complete, sign, and submit.	
Exhibit H-1	List of Recently Completed Projects and Contract Amounts	Complete, sign, and submit.	
Exhibit H-2	List of Past Experience with the Tribe	Complete, sign, and submit. If no past experience with the TRIBE, please note, sign, and submit.	
Exhibit I	List of References	Complete, sign, and submit, <u>OR</u> substitute with submission of official Letters of Recommendation, minimum of three (3).	
Exhibit K	Firm Certification	Complete, sign, and submit.	
Exhibit L	Drug-Free Workplace Form	Complete, sign, and submit.	
Exhibit M	Cover Letter & Executive Summary	To be submitted by BIDDER. Review this attachment's requirements in Section IV, Paragraph 1 "Cover Letter & Executive Summary." This file must be clearly labeled in	

Exhibit	Description	Submission Instructions	BIDDER's Initials
		BIDDER's submission as <i>Exhibit M</i> .	
Exhibit N	Professional Qualifications	To be submitted by BIDDER. Review this attachment's requirements in Section IV, Paragraph 1 "Professional Qualifications." This file must be clearly labeled in BIDDER's submission as <i>Exhibit N</i> .	
Exhibit O	Proposed Methodology	To be submitted by BIDDER. Review this attachment's requirements in Section IV, Paragraph 1 "Proposed Methodology." This file must be clearly labeled in BIDDER's submission as <i>Exhibit O</i> .	
Exhibit P	Observation Tool	To be submitted by BIDDER. Review this attachment's requirements in Section IV, Paragraph 1 "Observation Tool." This file must be clearly labeled in BIDDER's submission as <i>Exhibit P</i> .	
Exhibit Q	Statement of Background and Criminal Record	To be submitted by BIDDER. Review this attachment's requirements in Section IV, Paragraph 1 "Statement of Background and Criminal Record." This file must be clearly labeled in BIDDER's submission as <i>Exhibit Q</i> .	
Exhibit R	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 R</i> . If BIDDER does not have an existing signed W-9, BIDDER	

Exhibit	Description	Submission Instructions	BIDDER's Initials
		may request a W-9 template from the Contact Person(s).	
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 – EVALUATION & SELECTION

1. EVALUATION CRITERIA

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

Selection of a bidder(s) will be based upon the evaluation criteria identified in the table below:

Evaluation Criteria	Points
<u>Methodology</u> Evaluation of BIDDER’s proposed methodology and approach for the required services.	25
<u>Professional Qualifications</u> Evaluation of BIDDER’s professional qualifications, to include company background, relevant licenses, etc.	25
<u>Cost(s)</u> Evaluation of BIDDER’s submitted pricing compared against the market.	25
Total Possible Score:	75

The bidder(s) with the best overall score will be the apparent awardee(s), pending final review and satisfaction of all requirements regarding the qualifications and documentation. The TRIBE may select one, some, or none of the respondents to provide the solicited services by opting to award based on the highest scored bid per category, location, service type, etc.

Bidders who have performed services for the TRIBE in the past will have their past performance with the TRIBE evaluated. Unsatisfactory past performance with the TRIBE may be grounds for down-selection, disqualification, or rejection of award.

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. DOWN SELECTION PROCESS

The TRIBE may review responses to *Exhibit Q – Statement of Background and Criminal Record* prior to continuing with the evaluation process. Proposals which, in the TRIBE’s sole opinion, do not properly meet the requirements of *Exhibit Q* may be disqualified or eliminated.

3. PRESENTATION

Bidder(s) who satisfy the requirements of *Exhibit Q – Statement of Background and Criminal Record* may be required to give an onsite or online presentation, as determined by the TRIBE. All costs associated with BIDDER’s presentation shall be solely the responsibility of the respective BIDDER. Presentations and demonstrations shall be considered a part of BIDDER’s response to this solicitation.

Presentation requirements will be sent directly to bidders once the available presentation dates have been decided and an invite to schedule presentations has been distributed. A detailed script or requirements list will be subsequently developed by the TRIBE and distributed to each of the bidders invited to give a presentation.

4. RIGHT TO RESCIND AWARD

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

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.

5. 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.

Tribal Member Vendors will receive an additional ten (10) points in their score.

6. 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 proposals from qualified vendors to provide tutoring services Tribal-wide, in accordance with the specifications listed in this solicitation.

2. PROJECT DETAILS

- Tutoring services across various levels of education shall be provided to Tribal Member students, nationwide, as determined by the Policies and Procedures within the TRIBE's Education Department to include but not limited to:
 - Kindergarten (K) through twelve (12) grade, vocational, and undergraduate college/university students, including students with an active Individual Education Plan (IEP) or 504 Plan.
 - Standardized Tests, including Florida Skills Assessment (FSA), Scholastic Aptitude Test (SAT)/American College Testing (ACT), Post-Secondary Education Readiness Test (PERT), General Education Development (GED), General "100 Level" Post-Secondary Collegiate Academic Courses, and Entry Level Academic Career/Technical Education Courses.
- Tutoring services shall be provided at a 1:1 ratio for general in-person and online tutoring.
- CONTRACTOR shall ensure online tutoring services take place within a secure and private environment.
- All students shall be assessed by CONTRACTOR's assigned tutor to identify the students' needs and paired with the appropriate tutoring services.
- **Assigning a Tutor (Within Florida):**
 - CONTRACTOR shall complete the following within five (5) working days:
 - Hire a tutor capable of servicing the needs of the students in the necessary area in-person; and
 - Assign the tutor to the student.
 - If CONTRACTOR is unsuccessful in assigning an in-person tutor within the five (5) working days allotted:
 - CONTRACTOR shall communicate to the Tribal family and the TRIBE's Education Department via email by the sixth (6th) working day that a tutor has not been assigned, as shown below:
 - "We have been unable to find a tutor for the requested services."
 - CONTRACTOR(s) must also communicate this information to the TRIBE via email, allowing the TRIBE to initiate the next steps and decide on the appropriate course of action moving forward.
- **Assigning a Tutor (Outside of Florida):**
 - Should the TRIBE require in-person services at a location outside of Florida, the TRIBE will notify CONTRACTOR and CONTRACTOR shall complete the following within ten (10) working days:
 - Hire a tutor capable of servicing the necessary area in-person; and

- Assign the tutor to the student.
 - If CONTRACTOR is unsuccessful in hiring and assigning an in-person tutor within the ten (10) working days allotted:
 - CONTRACTOR shall communicate to the Tribal family and the TRIBE’s Education Department via email by the eleventh (11th) working day that a tutor has not been assigned, as shown below:
 - “We have been unable to find a tutor for the requested services.”
 - CONTRACTOR(s) must also communicate this information to the TRIBE via email, allowing the TRIBE to initiate the next steps and decide on the appropriate course of action moving forward.
- **New Tutors:**
 - With the addition of each new tutor, CONTRACTOR will provide the TRIBE’s Education Department with the tutor’s credentials and background check.
 - The tutor list must be updated regularly throughout the current school year.
 - Tutors are required to pass a third-party background check. Proof of a successful background check shall be made available to the TRIBE’s Education Department and/or Executive Administrative Office (EAO) upon request, within forty-eight (48) hours.
 - Upon assignment, the tutor’s name, background qualification, and picture ID must be sent to the Tutoring Program within the TRIBE’s Education Department prior to the beginning of service to a student. Badges must be provided by the tutoring company to all hired tutors, so that they can enter the Reservation and Administration Buildings. This badge will include a photo ID and the name of the tutoring company.
- **Tutor Expectations:**
 - Assist Tribal students in reaching their educational goal(s).
 - Provide academic assistance, using examples from daily homework, regular class assignments, and projects.
 - Assist with writing assignments, subject level test preparation, and college entrance subject level test preparation (i.e., SAT, ACT, PERT) for Tribal Member students.
 - Tutors must communicate scheduling with parents/guardians, students, and vendor.
 - Tutors must communicate student progress with parents/guardians, and vendor.
 - If tutor recognizes that the student is not progressing, tutor must inform the vendor in a timely manner so student can be reassigned to another tutor.
 - Tutors must keep a weekly log or lesson plan that includes what was worked on with student and whether the student successfully understood the information.
 - The log must be signed by the parent/guardian weekly and submitted to the vendors monthly.
- **Allotted Hours:**
 - Students who meet the criteria established by the TRIBE’s Education Department shall be allowed up to four (4) hours per week of tutoring services.
 - Students with a current and approved IEP, 504 Plan, or Educational Learning Plan shall be allowed up to six (6) hours per week of the calendar month of tutoring services.

- In the first (1st) month that the student is assigned to a tutor, a maximum of two (2) hours per week of tutoring is permissible. Students with an IEP/504 shall receive a maximum of three (3) hours of tutoring in the first (1st) month.
- Each student receiving tutoring services must have an Exit Plan from tutoring to be achieved by the end of the academic year.

2.1. FREQUENCY OF SERVICES:

- All tutoring sessions for students in elementary, middle, and high school will occur Monday through Thursday after 2:30 PM (ET) when school is in operation during the regular school year.
- Tutoring sessions may occur on Friday if approved by the TRIBE and at the discretion of the student's parents/guardians.
- Services will not be contracted during the following:
 - Weekends
 - Holidays
 - Spring break
 - Summer
 - Winter school breaks beyond the regular school year
- All tutoring sessions for students in GED, technical education, and higher education/college courses will occur as requested during the regular school year.
- CONTRACTOR must be able to provide a maximum of four (4) hours of tutoring and/or six (6) hours with an IEP per week.

2.2. COURSE WORK:

- CONTRACTOR shall provide qualified tutors who are knowledgeable and skilled in assisting with all school core content areas FSA Standards, including, but not limited to, the following:
 1. Algebra I
 2. Algebra II
 3. Biology
 4. Calculus
 5. Chemistry
 6. Earth Science
 7. Economics
 8. Elementary School Core Content
 9. World History
 10. Geometry
 11. Government
 12. Physics
 13. Reading
 14. Statistics
 15. U.S. History
 16. Writing

2.3. ADDITIONAL CONTRACTOR RESPONSIBILITIES:

- CONTRACTOR(s) selected for this service must be able to provide services Tribalwide throughout Florida and Nationwide, in-person and remotely, as needed by the TRIBE.
- CONTRACTOR must designate a Lead Tutor. The Lead Tutor's duties shall include but not be limited to:
 - Orienting new tutor staff to proper protocol when completing a tutoring visit
 - Signing in
 - Locating supplies
 - Provisioning of supplies, etc.
- CONTRACTOR must provide selected tutors with onsite training.
- CONTRACTOR shall be paid forty-five (45) calendar days upon receipt of CONTRACTOR's complete invoice due on the fifteen (15) of each month.
- Uniform shirts with the Tutoring Company's logo are required following the TRIBE's dress code.
- CONTRACTOR is not allowed to discuss compensation with the Tribal Members or other vendors.
- Invoices submitted five (5) or more days from the invoice due date may be subject to a five percent (5%) penalty fee of the total cost of the late invoice.
- All invoices upon submission shall have the required supporting documentation, which may include but not be limited to:
 - Pre-Test
 - Post Test
 - Student Rosters
 - Attestation Forms, etc.
- Mandatory documented visits and tutor monitoring/observations must be provided at a minimum every three (3) months at each reservation by Owner or designated lead.
 - Remote monitoring/observations of tutors can take place outside of the state of Florida.
- Upon three (3) cancellations or no shows initiated by the Client within a school year, vendor shall contact the Education Department, and further services for the client are to be placed on hold until further notice from the Education Department.
 - A cancellation is defined as a cancellation occurring less than twenty-four (24) hours prior to the scheduled appointment.
 - A no-show is defined as an event where the client fails to show up within fifteen (15) minutes of the scheduled appointment without notification of an approved cancellation.
- Tutoring services may take place at the local Education Department office on each reservation, including a (non-Tribal property) location designated by the parent(s).
- Please note, tutoring services cannot be held in the Boys and Girls Club locations and Recreation.
- **Important Note:** Tutors who work as classroom teachers for a particular student within a learning institution may not provide tutoring to students on their current roster.

3. LOCATION OF SERVICES

The services described in this solicitation shall be completed at the locations identified in *Attachment C – Tutoring Locations*.

4. PERIOD OF PERFORMANCE

The TRIBE anticipates CONTRACTOR(s) to begin providing tutoring services on September 3, 2024, and continue to provide such services until June 5, 2024; however, these dates are subject to change with the possibility of renewal for additional time, as determined by the TRIBE.

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.
8. Employer's Liability: \$500,000 accident for bodily injury by accident or disease, including \$500,000 disease aggregate.
9. 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.

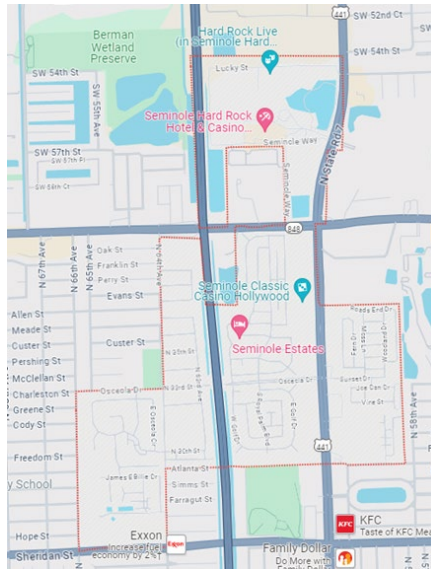
ATTACHMENT C

TUTORING LOCATIONS

Hollywood Reservation

Dorothy Scott Osceola Memorial Building

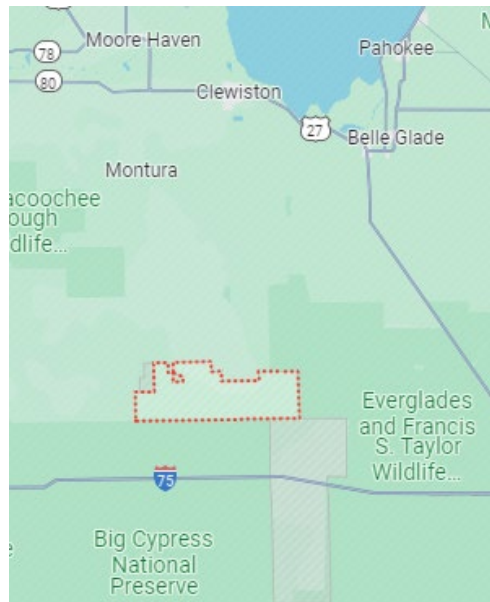
- 3100 N 63rd Avenue
Hollywood, FL 33024
(954) 989-6840 ext. 10966



Big Cypress Reservation

Frank Billie Field Office

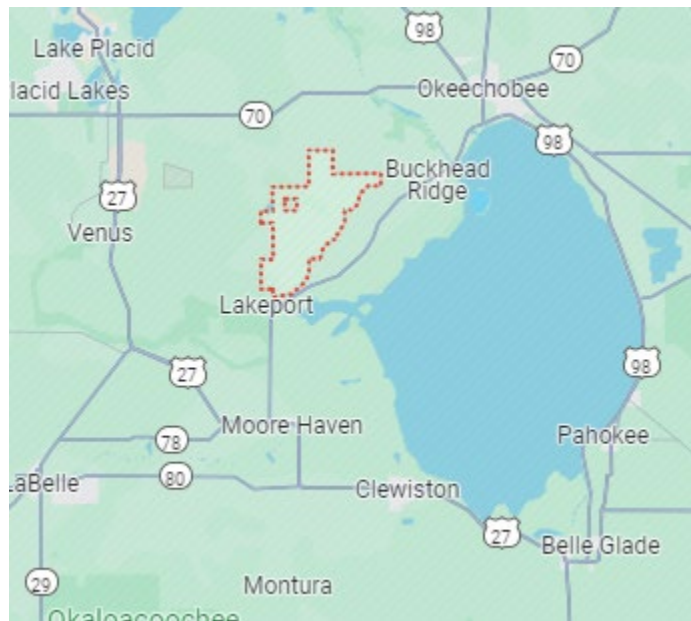
- 3100 Josie Billie Highway
Clewiston, FL 33440
(863) 902-3200 ext. 13020



Brighton Reservation

Billy Osceola Memorial Library

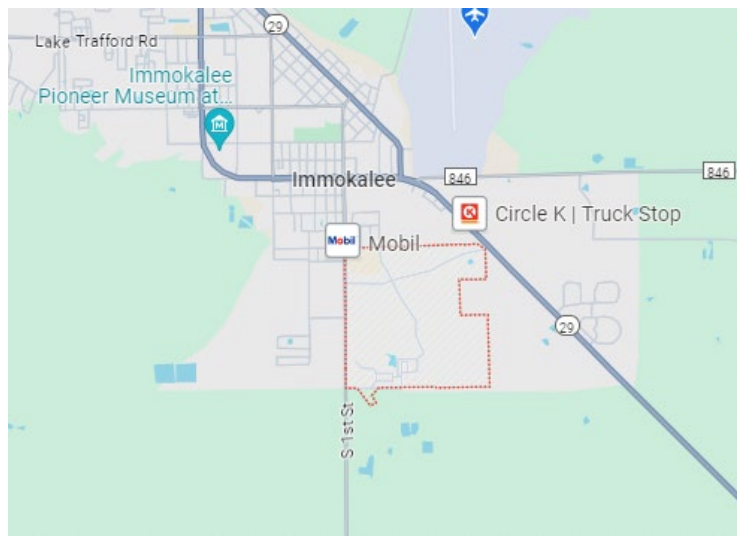
- 54 E Harney Pond Road NE
Okeechobee, FL 34974
(863) 467-6791 ext. 14617



Immokalee Reservation

Immokalee Administration Center

- 295 Stockade Road
Immokalee, FL 34142
(239) 867-5300 ext. 16409



Naples Reservation

3539 Plover Lover Avenue
Naples, FL 34117
Phone: (239) 354-5220 ext. 18000

Tampa Reservation

6401 Harney Road, Suite E
Tampa, FL 33610
Phone: (813) 246-3100 ext. 19304

Miami Trail / Trail Reservation

14680 SW 8th Street, Suite 214
Miami, FL 33184
Phone: (305) 553-8245 ext. 18700

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

EXHIBIT B

QUESTIONS

(Attached separately as .xlsx)

EXHIBIT C
STATEMENT OF QUALIFICATIONS

(Attached separately as .xlsx)

EXHIBIT D

CONTRACTOR CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned as an officer and an authorized representative of Contractor certifies that Contractor and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Business Name: _____

Signature of Authorized Representative: _____

Print Name: _____

Title: _____

Date _____

_____ I am unable to certify to the above statements. My explanation is attached.

EXHIBIT H-1

LIST OF RECENTLY COMPLETED PROJECTS AND CONTRACT AMOUNTS

Provide the required information for a minimum of three (3) separate and verifiable projects contract amounts to be included on another line. The work listed must be similar in nature to that specified in the solicitation.

- 1. Client Name: _____
 - a. Client Address _____
 - b. Client Phone _____
 - c. Contact Person _____
 - d. Project Name _____
 - e. Location of Project _____
 - f. Description of Project _____
 - g. Project Performance Date _____

- 2. Client Name: _____
 - a. Client Address _____
 - b. Client Phone _____
 - c. Contact Person _____
 - d. Project Name _____
 - e. Location of Project _____
 - f. Description of Project _____
 - g. Project Performance Date _____

- 3. Client Name: _____
 - a. Client Address _____
 - b. Client Phone _____
 - c. Contact Person _____
 - d. Project Name _____
 - e. Location of Project _____
 - f. Description of Project _____
 - g. Project Performance Date _____

Business Name: _____

Signature of Authorized Representative: _____

Print Name: _____

Title: _____

Date _____

EXHIBIT H-2

LIST OF PAST EXPERIENCE WITH THE TRIBE

SECTION I:

Bidders must select one of the following options and complete the form as instructed.

- Firm DOES have experience with the Tribe. (Continue to Section II).
- Firm does NOT have experience with the Tribe. (Skip to Section III).

SECTION II:

List previous experience with the Tribe and provide the information requested below for each experience.

Experience #1:

1. Select one: Pending project / Completed project
2. Project Name: _____
3. Contact Person: _____
4. Contact Phone and/or Email: _____
5. Project Location: _____
6. Description of Project: _____

7. Project Performance Date: _____

Experience #2:

1. Select one: Pending project / Completed project
2. Project Name: _____
3. Contact Person: _____
4. Contact Phone and/or Email: _____
5. Project Location: _____
6. Description of Project: _____

7. Project Performance Date: _____

Experience #3:

1. Select one: Pending project / Completed project
2. Project Name: _____
3. Contact Person: _____
4. Contact Phone and/or Email: _____
5. Project Location: _____
6. Description of Project: _____

7. Project Performance Date: _____

SECTION III:

Business Name: _____

Signature of Authorized Representative: _____

Print Name: _____

Title: _____

Date _____

EXHIBIT I
LIST OF REFERENCES

Provide the required information for a minimum of three (3) separate and verifiable references.

1. Reference 1:
 - a. Name _____
 - b. Address _____
 - c. Phone Number _____
 - d. Email Address _____

2. Reference 2:
 - a. Name _____
 - b. Address _____
 - c. Phone Number _____
 - d. Email Address _____

3. Reference 3:
 - a. Name _____
 - b. Address _____
 - c. Phone Number _____
 - d. Email Address _____

Business Name: _____

Signature of Authorized Representative: _____

Print Name: _____

Title: _____

Date _____

EXHIBIT K

FIRM CERTIFICATION

I/we make the following certifications and assurances as a required element of this solicitation, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract:

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. I/we understand that the Seminole Tribe of Florida will not reimburse me/us for any costs incurred in the preparation of this proposal.
3. I/we agree that submission of the attached qualifications constitutes acceptance and understanding of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
4. No attempt has been made or will be made by the Firm to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
5. I/we grant the Seminole Tribe of Florida the right to contact references and others who may have pertinent information regarding the ability of the Respondent and the lead staff person to perform the services contemplated by this proposal.

On behalf of the firm submitting this proposal, I hereby certify the above statements:

Business Name: _____

Signature of Authorized Representative: _____

Print Name: _____

Title: _____

Date _____

EXHIBIT L

DRUG-FREE WORKPLACE FORM

The undersigned Bidder, does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under procurement a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or no contest to, any violation of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

Business Name: _____

Signature of Authorized Representative: _____

Print Name: _____

Title: _____

Date _____

EXHIBIT M
COVER LETTER & EXECUTIVE SUMMARY
(To be submitted by BIDDER)

EXHIBIT N
PROFESSIONAL QUALIFICATIONS
(To be submitted by BIDDER)

EXHIBIT O
PROPOSED METHODOLOGY
(To be submitted by BIDDER)

EXHIBIT P
OBSERVATION TOOL
(To be submitted by BIDDER)

EXHIBIT Q
STATEMENT OF BACKGROUND AND CRIMINAL RECORD
(To be submitted by BIDDER)

EXHIBIT R
COMPLIANCE DOCUMENTS
(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. 4, dated: _____
Addendum No. 2, dated: _____	Addendum No. 5, dated: _____
Addendum No. 3, dated: _____	Addendum No. 6, dated: _____
Addendum No. 7, 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
_____	_____
_____	_____
_____	_____