



## SEMINOLE TRIBE OF FLORIDA REQUEST FOR PROPOSAL

Solicitation No.: RFP 62-2024

Title: Transportation Maintenance Services (Tribalwide)

Description: The Public Works Department of the Seminole Tribe of Florida is requesting proposals from qualified vendors to provide as-needed transportation maintenance services to include roadway maintenance, guardrails, pavement, and marking services at some or all of the Seminole Indian Reservations and Trust Lands.

Term/Duration: Three (3) year Agreement with two (2) optional one (1) year renewals, as determined necessary by the TRIBE.

Solicitation Release Date: June 12, 2024

Deadline for Questions\*: June 19, 2024 @ 3:00 PM (EST)

Proposal Due Date: July 10, 2024 @ 3:00 PM (EST)

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

\*ALL QUESTIONS/INQUIRIES/COMMUNICATION MUST BE DIRECTED IN WRITING TO THE CONTACT PERSON(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 “Contractor” are used interchangeably in this document to refer to respondents of this RFP.

### 2. INSURANCE

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

### 3. ADDITIONAL ITEMS AND SERVICES

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

### 4. FRAUD AND MISREPRESENTATION

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

**5. CONFIDENTIALITY / NON-DISCLOSURE**

Vendor shall treat any information contained in this solicitation (or accumulated through other written or oral communication with the TRIBE) as confidential information. Any information provided by the TRIBE to vendor in this solicitation is to be used solely to permit vendor to reply to the solicitation and vendor 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. Vendor shall hold the information contained in this solicitation in strict confidence and the information obtained will not be disclosed to any third-party, vendor affiliate, or subsidiary, without the TRIBE's prior written consent.

**6. NON-EXCLUSIVITY**

It is expressly understood that 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.

**7. DISCLOSURE**

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

**8. 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 vendors will be answered via an official addendum to ensure all prospective vendors have access to the TRIBE's answers.

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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 vendors to provide as-needed transportation maintenance services to include roadway maintenance, guardrails, pavement, and marking services at some or all of the Seminole Indian Reservations and Trust Lands.

Work may include but not be limited to the following:

- Asphalt repairs
- Milling and resurfacing
- Overlays
- Construction of new driveways
- Installation of culverts
- Traffic calming (speed tables/humps/bumps)
- Construction of sidewalks
- Erosion control and slope stabilization
- Traffic signs installation
- Guardrail installation or repairs
- Roadway striping

Work shall be done in accordance with the subsequent Services Agreement documents, and:

- Governing Design Standards
  - Florida Department of Transportation, FY 2024-2025 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs) Standard Plans for Road Construction and associated IRs are available at the following website: Standard Plans - FY 2024-25 (fdot.gov)
- Governing Standard Specifications
  - Florida Department of Transportation, July 2023 Standard Specifications for Road and Bridge Construction at the following website <http://www.dot.state.fl.us/programmanagement/Implemented/SpecBooks>
- The TRIBE's applicable Florida Standards and Details
- All other Exhibits and Attachments

### 2. CONTRACTING

- a. This solicitation contains three (3) separate bid forms covering the following categories:
  1. TW Roadway Maintenance Services
  2. TW Guardrails Services
  3. TW Pavement Markings Services

More than one (1) Vendor may be selected to provide services for each category. Vendors are permitted to respond to one (1), some, or all of the bid forms.

- b. Vendor(s) can receive up to a maximum of three (3) separate Service Agreements, one (1) per category up to a maximum individual Service Agreement total of Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00) per year of the Agreement. Projects, Scope of Services, selection of items, and quantities will be assigned and determined on a per project/per work order basis.

### **3. 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 vendor 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 vendor 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 vendors and subcontractors with a positive past history with the TRIBE.

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## SECTION III – QUALIFICATIONS REQUIREMENTS

### 1. QUALIFICATIONS

Proposals shall be considered only from vendors normally engaged in performing the type of work specified in this solicitation. Vendor 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 vendor possesses the qualifications necessary to provide high-quality services. To ensure vendor is capable of providing an acceptable level of service to the TRIBE, vendor shall meet the following minimum qualifications:

- Be the prime contractor/vendor and will not subcontract out any work or partner with another firm unless explicitly authorized in the Statement of Work.
- Hold a current certified General Contractor License(s), Certification(s), and/or Registration(s) applicable to these services and must have a minimum of ten (10) years of principal experience in providing similar services.
- Provide three (3) current references for three (3) completed individual projects of similar size, scope, and complexity which were completed within the past five (5) years.
- Must 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 *Exhibit J – Insurance Requirements*.
- Be familiar with the latest edition of the following applicable standards: Florida Department of Transportation (FDOT) Standard Specifications; Florida Department of Transportation (FDOT) Design Standards; Standard Maintenance Special Provisions; the TRIBE's Construction Detail Manual; Qualified Products List.
- Meet any other requirements outlined in this solicitation.

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## SECTION IV – SUBMISSION REQUIREMENTS & INSTRUCTIONS

### 1. SUBMISSION REQUIREMENTS

#### a. Bid Forms

- This solicitation contains three (3) separate bid forms covering the following categories:
  1. Roadway Maintenance Services
  2. Guardrails Services
  3. Pavement Markings Services
- Each bid form is different.
- More than one (1) vendor may be selected to provide services for each category.
- Vendors can receive up to a maximum of three (3) separate Services Agreements, one (1) per category.
- Vendors are permitted to respond to all or some of the bid forms.

#### b. Cover Letter & Executive Summary

- A cover letter, including vendor's name, address, phone number(s), and e-mail, along with the signature of the vendor's authorized representative (no specific format required, use of your firm's letterhead/stationary is preferred).
- An executive summary, including a brief company overview (2-page maximum).

#### c. 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 recently completed projects (*Exhibit H-1*)
- Past performance with the TRIBE (if applicable)
- 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
- Subcontractor 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 any and all questions in this solicitation

- d. Vendors 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 exhibits and attachments.

- e. Vendors may include in their submission any proposed exceptions to the included proposed Construction Agreement by reviewing *Attachment A – Sample Services Agreement* and filling in *Exhibit M – Proposed Sample Agreement Exceptions*, which includes submitting the proposed revision(s) with the required written explanation or rationale for each exception or proposed modification(s).

Failure to submit all information may result in disqualification or lower ranking due to not meeting these requirements.

Required exhibits and attachments provided to vendor by the TRIBE shall not be altered by vendor 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.

Vendors are responsible for addressing all inquiries with the Contact Person listed in this solicitation to obtain clarification on concerns and issues that may affect costs and their ability to complete the solicited task(s). Any price adjustments after proposal submission must be requested in writing and approved by the Tribe.

All pricing shall be fixed for at least Three Hundred Sixty-Five (365) calendar days.

## 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.

- The TRIBE has an email size limit of 15MB per email. Larger files should 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 vendor to the TRIBE regarding this solicitation will follow the format shown below, accordingly:

- Subject Line for questions: RFP 62-2024 – [vendor’s Company Name] – Question
- Subject Line for submission: RFP 62-2024 – [vendor’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.” vendor 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 vendor and required to be reorganized and resubmitted.

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

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

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

<b>CONTACT PERSON</b>	
Name:	Mariela Velazquez
Email:	To: MarielaVelazquez@semtribe.com Cc: <a href="mailto:BidSubmissions@semtribe.com">BidSubmissions@semtribe.com</a>
Phone:	(954) 966-6300 x11372

Vendors 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. EXHIBITS AND ATTACHMENTS**

Please note, Exhibits are documents which vendors must provide or complete and sign, according to the instructions specified by the TRIBE in the "Submission Instructions". Attachments are reference documents which require vendor's review.

##### **5.1. EXHIBITS:**

<b>List of Exhibits</b>	
<b>Exhibit</b>	<b>Description</b>
	Submittal Checklist
A-1	Bid Form (TW Roadway Maintenance Services)
A-2	Bid Form (TW Guardrails Services)
A-3	Bid Form (TW Pavement Markings Services)
B	Acknowledgement of Receipt of Addenda
C	Statement of Qualifications
D	Contractor Certification Regarding Debarment and Suspension
E	Non-Collusion Affidavit of Prime Bidder

F	Proposed Subcontractor List
G	Bond Forms and Certificate of Ability to Obtain Performance Bonds <b>(Not Applicable)</b>
H-1	List of Recently Completed Projects and Contract Amounts
H-2	List of Past Experience with the Tribe
I	List of References
J	Insurance Requirements and Certificate of Insurance
K	Firm Certification
L	Drug-Free Workplace Form
M	Proposed Sample Agreement Exceptions
N	Certificate of Authority to do Business in the State of Florida – Occupational License
O	Florida Department of Business and Professional Regulation – License(s), Certification(s), and/or Registration(s)
P	W-9 Form ( <i>Either fill in the form provided or submit a copy of your firm's current W-9</i> )

**5.2. ATTACHMENTS:**

<b>Attachments</b>	
<b>Attachment</b>	<b>Description</b>
A	Sample Services Agreement
B	Big Cypress Seminole Indian Reservation Route Map
C	Brighton Seminole Indian Reservation Route Map
D	Fort Pierce Seminole Trust Land Route Map
E	Hollywood Seminole Indian Reservation Route Map
F	Immokalee Seminole Indian Reservation Route Map
G	Lakeland Seminole Trust Land Route Map

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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. The TRIBE may select some or none of the respondents to provide the solicited services. The TRIBE shall select the vendor with the highest score, 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, vendor(s) may be required to submit additional information which the TRIBE may deem necessary to further evaluate the vendor(s) responses.

Selection of a vendor(s) will be based upon the 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;
- Price;
- Acceptability under other appropriate evaluation criteria.

#### **Cover Letter & Executive Summary (Required with submission but does not count toward scoring criteria)**

- As listed in Section IV – Submission Requirements & Instructions

#### **Professional Qualifications (50 Points Maximum)**

- As listed in Section IV – Submission Requirements & Instructions; and
- Copies of relevant licenses, certifications, registrations, references, resumes, and/or noteworthy achievements (if applicable), including resumes of key staff working under this project;
- Consultant and sub-consultant qualifications;
- Staff-hour and fee estimates for the projects;
- Prior relevant experience for similar projects;
- Past performance with the TRIBE (if applicable);
- At least three (3) Professional References;
- Other information relative to the team’s qualifications for this project, including, but not limited to experience with each other, and experience with the type of work being advertised.

#### **Costs (50 Points Maximum)**

- Price comparison to industry/market standards;
- Reasonableness of costs.

Vendors who have performed services for the TRIBE in the past will have their past performance with the TRIBE evaluated. Unsatisfactory performance with the TRIBE performing similar or dissimilar services 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. RIGHT TO RESCIND AWARD**

The TRIBE reserves the right to rescind an award or eliminate any submission should the awardee or vendor 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.

## **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.

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

## **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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