



SEMINOLE TRIBE OF FLORIDA REQUEST FOR PROPOSAL

Solicitation No.: RFP 91-2024

Title: Water Monitoring and Budget Reporting Services (Tribalwide)

Description: The Environmental Resources Department (ERD) of the Seminole Tribe of Florida is requesting proposals from qualified contractors to provide ongoing installation, calibration, instrumentation, Hydrologic Modeling, maintenance, and water/nutrient budget reporting services for the Tribe's network to estimate water levels and staff gauges Tribalwide.

Solicitation Release Date: Friday, October 11, 2024

Deadline for Questions*: Tuesday, October 22, 2024 @ 5:00 PM (ET)

Proposal Due Date: Tuesday, November 5, 2024 @ 5:00 PM (ET)

Contact Person(s)*: To: MarielaVelazquez@semtribe.com
Cc: BidSubmissions@semtribe.com
Contact instructions are detailed in Section IV, Paragraph 1.

*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 “Bidder” are used interchangeably in this document to refer to respondents of this RFP. The term “Contractor” is used in this document to refer to the awarded vendor(s).

2. ADDITIONAL ITEMS AND SERVICES

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

3. FRAUD AND MISREPRESENTATION

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

4. CONFIDENTIALITY / NON-DISCLOSURE

BIDDER shall treat any information contained in this solicitation (or accumulated through other written or oral communication with the TRIBE) as confidential information. Any information

provided by the TRIBE to BIDDER in this solicitation is to be used solely to permit BIDDER to reply to the solicitation and BIDDER shall make no other use of the information, inclusive of sharing the information with corporate affiliates and subsidiaries without the prior written consent of the TRIBE. BIDDER shall hold the information contained in this solicitation in strict confidence and the information obtained will not be disclosed to any third-party, vendor affiliate, or subsidiary, without the TRIBE's prior written consent.

The awarded CONTRACTOR(s) will be required to enter into a Mutual Confidentiality and Non-Disclosure Agreement (MNDA) with the TRIBE, a copy of which is attached as *Attachment X* and incorporated into this solicitation package.

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.

8. BUDGET

Should the highest scoring bidder have submitted a pricing proposal that is in excess of the allocated and approved budget, as defined by the TRIBE, the TRIBE reserves the right to enter into negotiations with the highest scoring bidder. If the TRIBE and the highest scoring bidder cannot agree upon an acceptable project budget, the TRIBE will move on to the next highest scoring bidder and, if necessary, enter into negotiations. The TRIBE reserves the right to continue this process until a bidder is awarded, which meets the requirement(s) of the TRIBE's allocated and approved budget.

9. GRANT FUNDING

The TRIBE and CONTRACTOR acknowledge that the goods and services solicited under this solicitation are fully or partially funded by federal funding through, Environmental Protection

Agency (EPA) Performance Partnership Grant (PPG) program, Award Number: BG01D16920. The TRIBE and CONTRACTOR further acknowledge and agree that the SERVICES solicited herein will comply with the regulations generally applicable to the grant program. Specifically, all applicable terms and conditions included in this grant shall apply.

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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.
- Have a minimum of five (5) years of experience as a Hydrologist
- Have a minimum of three (3) years of experience in providing similar services with water level monitoring equipment and stream gauging.
- Have a minimum of one (1) year of experience with water quality sampling.
- 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.

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SECTION IV – SUBMISSION REQUIREMENTS & INSTRUCTIONS

1. 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.

2. SUBMISSION REQUIREMENTS

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

- Attachments & Exhibits Checklist – BIDDER must initial next to each attachment and exhibit listed in the two (2) tables in Section IV, Paragraph 4, to confirm BIDDER's submission includes each applicable completed form.
- All required exhibits according to Section IV, Paragraph 4 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.

3. SUBMISSION INSTRUCTIONS

Electronic submissions in response to this solicitation must be emailed to the Contact Person(s) listed in Section IV, Paragraph 1 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 BIDDER to the TRIBE regarding this solicitation will follow the format shown below:

- Subject Line: RFP 91-2024 – [BIDDER's Company Name]

- 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.

Submissions must be clear, concise, organized, legible, and easy to read and navigate. Submissions may be returned to BIDDER and required to be reorganized and resubmitted. Submissions which are deemed by the TRIBE to be illegible or unintelligible may be disqualified.

All parts, pages, figures, and tables should be numbered and labeled clearly. If submitting separate files, the File Name of each submitted attachment and exhibit must include the assigned letter; for example, *Attachment A*'s File Name must state, at a minimum, "Attachment A." BIDDER may include additional information in the File Name, if needed.

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

4. ATTACHMENTS & EXHIBITS

BIDDER must initial next to each Attachment and Exhibit listed in the tables below to confirm BIDDER reviewed all Attachments and submitted all required Exhibits.

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

4.1. 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	Reservations Fixed Sites Maps	Review information. Initial in next cell to confirm this document has been reviewed. No further action needed.	
Attachment D	Reservations Water Quality Sampling Sites	Review information. Initial in next cell to confirm this document has been reviewed. No further action needed.	

4.2. 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 C	Qualification Questionnaire	Complete and submit.	
Exhibit D	Contractor Certification Regarding Debarment and Suspension	Complete, sign, and submit.	
Exhibit E	Non-Collusion Affidavit of Prime Bidder	Complete, sign, and submit.	
Exhibit G	Acknowledgement of Project Conditions	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.	
Exhibit K	Firm Certification	Complete, sign, and submit.	
Exhibit L	Drug-Free Workplace Form	Complete, sign, and submit.	
Exhibit M	Executive Summary	To be submitted by BIDDER, as described below: <ul style="list-style-type: none"> • An executive summary, including a brief company overview. <p>This file must be clearly labeled in BIDDER's submission as the appropriate exhibit.</p>	
Exhibit N	Standard Operating Procedure (SOP)	To be submitted by BIDDER, as described below:	

Exhibit	Description	Submission Instructions	BIDDER's Initials
		<ul style="list-style-type: none"> • A brief description of your company's activities, including SOP describing the processes used to perform the requested services <p>This file must be clearly labeled in BIDDER's submission as the appropriate exhibit.</p>	
Exhibit O	<u>Experience and Degree</u>	<p>To be submitted by BIDDER, as described below:</p> <ul style="list-style-type: none"> • Proof of a minimum of five (5) years of experience as a Hydrologist • Proof of a minimum of three (3) years of experience in providing similar services with water level monitoring equipment and stream gauging • Proof of a minimum of one (1) year of experience with water quality sampling 	
Exhibit P	Compliance Documents	<p>To be submitted by BIDDER, as described below:</p> <ol style="list-style-type: none"> 1. A copy of BIDDER's Certificate of Insurance; 2. A copy of licenses, certificates, or registrations, as defined in this solicitation; 3. A signed copy of BIDDER's existing W-9 (<u>not required for existing registered vendors of the TRIBE</u>); and 4. A copy of BIDDER's Florida Certificate of 	

Exhibit	Description	Submission Instructions	BIDDER's Initials
		<p>Authority or Florida Business Tax Receipt to prove authority to do business in the State of Florida (<u>not required for existing registered vendors of the TRIBE</u>). If incorporated elsewhere, similar document(s) from other state is acceptable.</p> <p>This file must be clearly labeled in BIDDER's submission as the appropriate exhibit.</p> <p>If BIDDER does not have an existing signed W-9, BIDDER may request a W-9 template from the Contact Person(s).</p>	
Exhibit Z	Acknowledgement of Receipt of Addenda	Complete, sign, and submit form <u>ONLY</u> if an addendum has been issued.	

5. 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 one hundred and eighty (180) calendar days from the Proposal Due Date.

6. POST SUBMISSION

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

BIDDER may be required to clarify items related to their submission, which may include but not be limited to verifying submitted information and confirming comprehension of the full requirements of the Scope of Work, and is expected to be responsive. Bidders deemed by the TRIBE to be unresponsive may be disqualified.

BIDDER may be required to submit and/or sign additional documentation, forms, exhibits, etc. after the Bid Due Date and before the resultant agreement is drafted as a continuation of the

solicitation requirements and/or as part of the vendor registration process. Should BIDDER be unable or unwilling to satisfy this requirement, BIDDER may be disqualified.

The TRIBE reserves the right to negotiate any and all submitted pricing, payment terms, warranties, etc. with the BIDDER or selected CONTRACTOR during the evaluation process, drafting phase of the resultant agreement, and/or at a time otherwise determined by the TRIBE.

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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 shall evaluate all submissions in the order listed below:

- On-time and complete submission (with all required documentation)
- License requirements
- Projected completion date and lead time
- Previous performance at a satisfactory level
 - The TRIBE reserves the right to eliminate any submission should BIDDER have evidence of previous poor or unsatisfactory performance for similar or dissimilar services performed for the TRIBE or other companies.
- Statement of Qualifications (if applicable)
- Current and pending workload with the TRIBE performing similar and dissimilar services, and capability to take on additional responsibilities without negatively impacting existing opportunities
- Any other relevant factors, as listed in the solicitation
- Pricing versus the market
 - Pricing will be listed from lowest price to highest price for all bidders whose submission meets the minimum requirements listed above

The applicable bid(s) will be eliminated if any of the following apply:

- Any criteria or requirements are incomplete
- Any criteria or requirements are not met
- The required schedule cannot be met
- Any other relevant factor(s) are not met, as determined by the TRIBE

The remaining bid(s) will be evaluated based upon the evaluation criteria identified in the table below and an awardee(s) will be determined:

Evaluation Criteria	Points
<p>Familiarity Working on Tribal Land: Evaluation of BIDDER’s previous experience working on Tribal Land or nearby lands without incident and familiarity with the required communication methods and protocols for visiting the TRIBE’s reservations.</p>	30
<p>Skill Level: Evaluation of BIDDER’s familiarity with the software and hardware systems used to record water level information and the ability to document and manage these systems while minimizing data loss.</p>	20

Evaluation Criteria	Points
Staff's experience with water quality data collection methods shall also be considered, including but not limited to, grab, sipper, and ISCO autosampler systems.	
<p>Hydrologic Modeling and Water Budget Reporting: Evaluation of BIDDER's demonstration of the ability to program in R, to translate water level and flow recording systems into a water budget, and to aggregate information from various sources into an integrated water budget.</p> <p>Expertise in hydrologic modeling and ability to conduct stream flow gauging to parameterize structure flow ratings shall also be considered.</p>	25
<p>Reporting and Documentation: Evaluation of BIDDER's demonstration of the ability to deliver reports in the standard operating procedures for maintenance/replacement of network for water level recorders, and quality control (QC) of data from sites.</p>	25
Total Possible Score:	
100	

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 (1) respondent or multiple respondents to provide the solicited services by opting to award based on the highest scored bid per category, location, service type, etc. The TRIBE reserves the right to split award in its sole discretion.

This solicitation and selection process shall in no way be deemed to create a binding contract, agreement, or offer of any kind between the TRIBE and any entity. If the TRIBE selects a CONTRACTOR(s) to provide the services described in this solicitation, any legal rights and obligations between the successful CONTRACTOR(s), if any, and the TRIBE will come into existence only when an agreement is fully executed by the parties, and the legal rights and obligations of each party shall at that time be only those rights and obligations which are set forth in the agreement and any other documents specifically referred to in that agreement and executed by the parties.

2. RIGHT TO RESCIND AWARD

The awarded CONTRACTOR(s) will be required to enter into a formal agreement for these services after award. The TRIBE expects the awardee to suggest minimal revisions to this agreement.

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 AND STOFI OWNED BUSINESS PREFERENCE

The TRIBE encourages its Seminole Tribal Member vendors and STOFI owned businesses to bid on goods and services through the competitive bidding process and will give preference to qualified Seminole Tribal Member and STOFI owned businesses/entities certified by the TRIBE.

In all cases, the Seminole Tribal Member owned business/entity or STOFI owned business/entity must be qualified for the applicable Scope of Work and must be able to demonstrate that the individual or business/entity has the skills and abilities to perform requested tasks in an acceptable manner.

Should bidders or prospective bidders have any questions related to Seminole Tribal Preference, please reach out to the Contact Person(s) listed in this solicitation.

4. HOW SEMINOLE TRIBAL PREFERENCE IS APPLIED

The following preference rules do not apply to projects over five million dollars (\$5,000,000.00) in value.

For solicitations where the criteria for award or qualification is based on a quantitative scoring analysis, the following Seminole Tribal Preference rules shall apply whether the business/entity is 51% Seminole Tribal Member owned or higher:

- An additional five percentage (5%) points will be allocated to the final combined scoring average/total for each Seminole Tribal Member and STOFI owned business/entity.

5. 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 contractors to provide ongoing installation, calibration, instrumentation, Hydrologic Modeling, maintenance, and budget reporting services for the TRIBE's network to estimate water levels and staff gauges Tribalwide.

2. PROJECT DETAILS

- CONTRACTOR will provide observation and measurement support for manual data collection of water level recorder (WLR) stations designated by the TRIBE. This includes, but may not be limited to the following:
 - Monthly data collection
 - Reservation-wide data processing utilizing Quality Assurance (QA), Quality Control (QC), and Standard Operating Procedures (SOP)
 - Monthly site support to enhance the TRIBE's ability to monitor water levels effectively and efficiently in a capacity determined by the TRIBE
- CONTRACTOR shall perform staff gauge readings and calibration of sensors for the WLR.
- CONTRACTOR will also perform routine maintenance to water level monitoring equipment in an effort to preserve data integrity.
 - The routine maintenance performed includes, but may not be limited to the following:
 - Changing out sensors and enclosure desiccant to prevent moisture intrusion
 - Performance of depth to water measurements (DTW's) to reference and maintain the sensor's accuracy
 - The deliverables shall include photographic snapshots of site and surrounding areas
- CONTRACTOR shall provide annual reporting and analysis of WLR data for stations designated by the TRIBE.
- CONTRACTOR shall ensure sensor continuity and replacement of In-Situ sensors at sites established by either the TRIBE or other groups.
 - All labor associated with the replacements is billed hourly.
- CONTRACTOR shall perform staff gauge modifications and repairs of the WLR.
- CONTRACTOR shall also provide logistic support, chaperone services, stream gauging services, and reporting of stream gauging.

2.1. **ADDITIONAL CONTRACTOR RESPONSIBILITIES:**

- CONTRACTOR will purchase, install, operate, and maintain equipment in the field.
- CONTRACTOR must be able to work in adverse conditions, including high heat, insects, and remote locations.
 - Record of performance working for an Indian Tribe under adverse conditions.
- CONTRACTOR must be able to deploy four-wheel drive vehicles.

- CONTRACTOR must have access to ATVs and kayaks for use in remote, undeveloped areas.
- CONTRACTOR will process information using their own expertise.
- CONTRACTOR will coordinate and engage in meetings with staff from the TRIBE upon award and receive assigned tasks as a result of these meetings.
- CONTRACTOR will perform water quality sampling upon request of the TRIBE.
- CONTRACTOR will conduct emergency sampling at short notice at the request of the TRIBE in response to observed environmental conditions.
- CONTRACTOR will develop flow rating curves for locations defined by the TRIBE.
- CONTRACTOR will report quality-controlled data to the TRIBE.
- CONTRACTOR will process data and report to the TRIBE in a format defined by the TRIBE.
- CONTRACTOR will install staff gauges and leverage survey information provided by the TRIBE either directly or through a third party identified by the TRIBE.
- CONTRACTOR will conduct Hydrologic Modeling for purposes of informing regular water budget estimates or for other purposes as defined by the TRIBE.

2.1.1. PERMIT REQUIREMENTS (IF APPLICABLE):

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

2.1.2. REPORTING:

- **Routine Maintenance Reporting:**
 - All data collected by the water level recorder (at least hourly observations of water level), field summary notes, and water conditions must be delivered bi-monthly (every two (2) months) or as requested by the TRIBE.
- **Budget Computation and Emergency Grab Water Reporting:**
 - CONTRACTOR shall perform bi-weekly (every two (2) weeks) water budget computation reporting and up to two (2) emergency grab water quality samples per site per month as requested by the TRIBE.
- **Mandatory Reporting:**
 - Annual and quarterly delivery of raw data and processed data (as a component of an overall water budget).
 - Annual report summarizing an inventory of equipment for each component of the system.
 - Report must include the acquisition date, installation date, and the anticipated time of replacement of each piece of equipment that is in use.
- **Optional Reporting:**
 - Bi-weekly (every two (2) weeks) water and nutrient budget reports that are developed in consultation with the TRIBE. This reporting is provided at the request of the TRIBE.

3. TRIBE'S RESPONSIBILITIES

- The TRIBE is responsible for requesting any of the water quality sampling each month and for providing notification of any emergency sampling requests.
- The TRIBE will provide locations where new water level recording sites will be installed.
 - The TRIBE is adding new lands to existing reservations and adding new reservations to its portfolio of lands.
 - Monitoring water levels and water quality will occur on each of these newly acquired properties and locations
 - Request for service will be provided to CONTRACTOR as properties are incorporated and sampling designs are completed

4. LOCATION OF SERVICES

- The services described in this solicitation shall be completed at the locations identified below:
 - Big Cypress
 - Brighton
 - Coconut Creek
 - Hollywood
 - Lakeland
 - Ft. Pierce
 - Immokalee
 - Tampa
- Field offices are enclosed in *Attachment C – Reservations Fixed Sites Maps*.
 - The maps show locations where water quality samples are taken, these are only a subset of the sites. Sampling may be requested by the TRIBE for sites not identified on the map.

5. PERIOD OF PERFORMANCE

- Project is expected to commence in the first quarter of 2025, or as otherwise determined by the TRIBE.

6. TERM

- Contract will renew annually for a five (5) year period, or as otherwise 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.
3. Employer's Liability: \$500,000 accident for bodily injury by accident or disease, including \$500,000 disease aggregate.
4. Professional Liability: \$1,000,000 each wrongful act, \$2,000,000 policy aggregate. If CONTRACTOR's contract with The TRIBE exceeds \$1,000,000, the each wrongful act limits shall apply separately to the TRIBE's project.

Deductibles and Self-Insured Retentions

The funding of deductibles and self-insured retentions maintained by CONTRACTOR shall be the sole responsibility of CONTRACTOR. Self-insured retentions in excess of \$50,000 must be declared to and approved by the TRIBE.

Other Insurance Provisions

The required insurance shall contain the following additional provisions:

- I. **ADDITIONAL INSURED** – The TRIBE must be included as an additional insured, by endorsement, under CONTRACTOR's Commercial General Liability with respect to liability arising from CONTRACTOR's products, goods, or work or operations performed by or on behalf of CONTRACTOR.
- II. **WAIVERS OF SUBROGATION** – CONTRACTOR agrees to waive all rights of subrogation against the TRIBE and other tenants of the TRIBE, with respect to loss, damage, claims, suits, or demands, howsoever caused:
 - a. To real or personal property, equipment, vehicles, tools, laptops, etc. owned, leased or used by CONTRACTOR, its employees, agents, or subcontractors; and

- b. To the extent such loss, damage, claims, suits, or demands are covered, or should be covered, by the required insurance or any other insurance maintained by the CONTRACTOR. This waiver shall apply to all first party property, equipment, vehicle and worker's compensation claims, and all third party liability claims, including deductibles or retentions, which may be applicable thereto. The CONTRACTOR agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the TRIBE. CONTRACTOR further agrees to hold harmless and indemnify the TRIBE for any loss or expense incurred as a result of CONTRACTOR's failure to obtain such waivers of subrogation from CONTRACTOR's insurers.

III. NOTICE OF CANCELLATION – Each insurance policy shall be endorsed to require Insurer(s) to provide thirty (30) days' written notice to the TRIBE by certified mail, return receipt requested, prior to any suspension, cancellation or non-renewal of the required insurance.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A- VII, unless otherwise approved by the TRIBE.

Verification of Coverage

CONTRACTOR shall furnish the TRIBE with a certificate of insurance evidencing the required coverage prior to the delivery of product, goods or services to the TRIBE. The certificates are to be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Renewal certificates are to be provided to the TRIBE prior to the expiration of the required insurance policies. As an alternative to a certificate of insurance, CONTRACTOR's broker or insurer may provide complete, certified copies of all required insurance policies, including endorsements necessary to affect coverage required by these specifications.

ATTACHMENT C
RESERVATIONS FIXED SITES MAPS
(Attached separately as .pdf)

ATTACHMENT D

RESERVATIONS WATER QUALITY SAMPLING SITES

(Attached separately as .pdf)

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

EXHIBIT C
QUALIFICATION QUESTIONNAIRE
(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 E

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

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

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

Business Name: _____

Signature of Authorized Representative: _____

Print Name: _____

Title: _____

Date _____

EXHIBIT G**ACKNOWLEDGEMENT OF PROJECT CONDITIONS**

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

Acknowledged and signed by:

Signature

Print Name

Date

EXHIBIT H-1

LIST OF RECENTLY COMPLETED PROJECTS AND CONTRACT AMOUNTS

Provide the required information for a minimum of three (3) separate, verifiable projects. 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 _____
 - h. Contract Amount: _____

- 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 _____
 - h. Contract Amount: _____

- 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 _____
 - h. Contract Amount: _____

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.

- Y Firm DOES have experience with the Tribe. (Continue to Section II).
- Y 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: Y Pending project / Y 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: Y Pending project / Y 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: Y Pending project / Y 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

EXECUTIVE SUMMARY

(To be submitted by BIDDER)

EXHIBIT N
STANDARD OPERATING PROCEDURE (SOP)
(To be submitted by BIDDER)

EXHIBIT O
EXPERIENCE AND DEGREE
(To be submitted by BIDDER)

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

COMPANY NAME: _____

BY (PRINT): _____

TITLE: _____

SIGNATURE: _____

ADDRESS: _____

CITY/STATE: _____ ZIP CODE: _____

TELEPHONE: (_____) _____

FAX: (_____) _____

EMAIL: _____

ATTEST: _____

TITLE/SEAL: _____

Note: Attest for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a notary.

Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full names and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

Name	Address
_____	_____
_____	_____
_____	_____