



## SEMINOLE TRIBE OF FLORIDA REQUEST FOR QUALIFICATIONS

Solicitation No.: RFQ 34-2024

Title: As-Needed Unsafe Structure Demolition (Tribalwide)

Description: The Seminole Tribe of Florida is soliciting Statements of Qualifications (SOQ) from interested and qualified Tribal Member vendors to provide unsafe structure demolition services on an as-needed basis at various locations Tribalwide.

Solicitation Release Date: April 23, 2024

Deadline for Questions\*: May 7, 2024 @ 5:00 PM (ET)

Submission Due Date: May 21, 2024 @ 5:00 PM (ET)

Contact Person(s)\*: To: Kyla Redmond | [KylaRedmond@semtribe.com](mailto:KylaRedmond@semtribe.com)  
Cc: [BidSubmissions@semtribe.com](mailto:BidSubmissions@semtribe.com)

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

### **3. FRAUD AND MISREPRESENTATION**

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

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

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

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

**5. NON-EXCLUSIVITY**

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

**6. DISCLOSURE**

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

**7. ADDENDA / REVISIONS TO SOLICITATION**

If it becomes necessary to revise or clarify any part of this solicitation, the TRIBE will modify this solicitation by issuance of written addenda. All addenda will clearly be marked as such and shall become part of the solicitation documents. All questions 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 only subcontract out work or partner with another firm if explicitly authorized in writing by the TRIBE, according to any Local, State, or County requirements.
  - The TRIBE must approve in advance any subcontractors related to this work. Bidders must clearly disclose in their proposals any known or expected use of subcontractors. Failure to make such disclosure at the time of bid may result in rejection of the subcontractor and the resulting agreement. The TRIBE reserves the right to reject any subcontractors which, in the TRIBE's sole opinion, are unfit to work on this project.
- Hold a current certified license relevant to these services, as described in *Attachment C – Contractor Licensing Requirements*.
- Have a minimum of two (2) years 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.

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## SECTION IV – SUBMISSION REQUIREMENTS & INSTRUCTIONS

### 1. SUBMISSION REQUIREMENTS

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

- Attachments & Exhibits Checklist – BIDDER must initial next to each attachment and exhibit listed in the two (2) tables in Section IV, Paragraph 4, to confirm BIDDER's submission includes each applicable completed form.
- Cover Letter & Executive Summary – As described below (*Attachment D*):
  - 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.
- Compliance Documents – As described below (*Attachment E*):
  - 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.
- Professional Qualifications – Professional qualifications detailing BIDDER's experience, resources, qualification, capabilities, and past performance in providing this type of service (*Attachment F*). Must illustrate BIDDER's capability to perform the full scope of services.
- Proposed Methodology – A written summary detailing the proposed approach and methodology for providing these services (*Attachment G*). Must include, at a minimum, a list of response times for the following services during regular business hours and after hours/emergency:
  - Demolition services;
  - Fence installation services;
  - Capping electrical/plumbing/gas/sewer services;
  - Sewer plugging services;
  - Septic tank removal services;
  - Secure structures from access;
  - Emergency repair services;
  - Debris removal services; and
  - Wheater protection services.
- All other required attachments, exhibits, and forms, 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.

**2. SUBMISSION INSTRUCTIONS**

Electronic submissions in response to this solicitation must be emailed to the Contact Person(s) listed in Section IV, Paragraph 3 by the Submission 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: RFQ 34-2024 – [BIDDER’s Company Name] – Question
- Subject Line for submission: RFQ 34-2024 – [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.

**3. CONE OF SILENCE**

Due to the confidential nature of this project, this ITB is subject to the Cone of Silence. The Cone of Silence prohibits any communication (oral or written) regarding this project by BIDDER or CONTRACTOR (or its agents or representatives) to other bidders, vendors, consultants, Tribal departments, etc. unless otherwise determined by the TRIBE.

The Cone of Silence begins on the Solicitation Release date through the bid award date and effective date of the resultant contract or Purchase Order. During this period, all communications regarding this solicitation shall be routed through the listed Contact Person(s), including questions, inquiries, and responses.

<b>CONTACT PERSON</b>	
Name:	Kyla Redmond
Email:	To: <a href="mailto:KylaRedmond@semtribe.com">KylaRedmond@semtribe.com</a> Cc: <a href="mailto:BidSubmissions@semtribe.com">BidSubmissions@semtribe.com</a>

<b>CONTACT PERSON</b>	
Phone:	954-966-6300 x11249

#### 4. ATTACHMENTS & EXHIBITS CHECKLIST

BIDDER must initial next to each required Attachment and Exhibit listed in the tables below to confirm BIDDER's submission includes the completed form.

##### 4.1. ATTACHMENTS:

<b>Attachment</b>	<b>Description</b>	<b>Submission Instructions</b>	<b>BIDDER's Initials</b>
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	Contractor Licensing Requirements	Review information. Initial in next cell to confirm this document has been reviewed. No further action needed.	
Attachment D	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 BIDDER's submission as <i>Attachment D</i> .	
Attachment E	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>Attachment E</i> .  If BIDDER does not have an existing signed W-9, BIDDER may request a W-9 template from the Contact Person(s).	
Attachment F	Professional Qualifications	To be submitted by BIDDER. Review this attachment's	



<b>Attachment</b>	<b>Description</b>	<b>Submission Instructions</b>	<b>BIDDER's Initials</b>
		requirements in Section IV, Paragraph 1 "Professional Qualifications." This file must be clearly labeled in BIDDER's submission as <i>Attachment F</i> .	
Attachment G	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>Attachment G</i> .	

#### 4.2. EXHIBITS:

<b>Exhibit</b>	<b>Description</b>	<b>Submission Instructions</b>
Exhibit C	Statement of Qualifications	Complete, sign, and submit.
Exhibit D	Contractor Certification Regarding Debarment and Suspension	Complete, sign, and submit.
Exhibit F	Proposed Subcontractor List	Complete, sign, and submit. If no subcontractors are expected to be used, please note, 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, 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 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 OF SOQS & RESERVATION OF RIGHTS**

The submissions from each prospective BIDDER will contain all required items listed in the “Submission Requirements” of this solicitation. The entire submission packet will be known as the Statement of Qualifications (SOQ). SOQ submitted by BIDDER(s) will be evaluated in accordance with the evaluation criteria set forth in this solicitation.

After evaluation of the SOQ submissions, the TRIBE will select the highest qualified BIDDER(s) under this RFQ to be placed on a pre-qualified contractors list. Said pre-qualified contractors will be eligible to bid on future as-needed services, such as the ones described in this RFQ.

This RFQ has been prepared solely to solicit SOQ. It is not a contract offer. The TRIBE shall not be obligated to enter into an agreement with any individual or firm determined to be qualified to perform the services described in this RFQ. The only document(s) that will be binding on the TRIBE are the contracts for services once duly executed by the TRIBE and the successful BIDDER(s).

The TRIBE reserves the right to conduct any investigation of the SOQ submitted by any BIDDER that it deems appropriate; negotiate modifications to any of the items submitted in the SOQ; accept or reject any or all bidder(s) responding to this solicitation; modify the selection process in any way; postpone the selection process for its own convenience at any time; waive any defects, irregularities, or informalities in any SOQ; or issue a new RFQ at any time.

The TRIBE reserves the right to negotiate terms and conditions submitted by any BIDDER in connection with this RFQ and any other with one or more qualified contractors at the same time, if such action is in the best interest of the TRIBE. The TRIBE reserves the right to delete, add, or amend any of the services listed and described in this RFQ before entering into a formal agreement with the selected BIDDER. The TRIBE reserves the right to reject incomplete, illegible, unsatisfactory and/or non-responsive submittals.

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## 2. EVALUATION CRITERIA

The TRIBE will conduct a comprehensive, fair, and impartial evaluation of all responses to this solicitation.

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

Evaluation Criteria	Points
<p><b><u>Experience:</u></b> Evaluation of BIDDER's experience in providing demolition services.</p>	20
<p><b><u>Capacity to Meet Timelines:</u></b> Evaluation of BIDDER's capacity to meet the TRIBE's expectations of the timeline for each service. Consideration will be given to bidders who have familiarity with the area, including knowledge of and experience working in Tribal lands.</p>	20
<p><b><u>Pricing:</u></b> Evaluation of BIDDER's submitted pricing against the market.</p>	20
<p><b><u>Technical Staff:</u></b> Evaluation of BIDDER's technical staff with correct and sufficient qualifications for executing the full Scope of Work.</p>	20
<b>Total Possible Score: 80</b>	

The TRIBE may opt to select one (1) or more vendors to qualify based on the vendor responses to this solicitation as deemed relevant to the TRIBE on the basis of qualifications, with or without further discussions, interviews, or visits.

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.

## 3. 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.

#### **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 on to 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 on to 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 Seminole Tribal Member contractors to provide unsafe structure demolition services on an as-needed basis at various locations Tribal wide, in accordance with the specifications listed in this solicitation.

#### 2. PROJECT DETAILS

CONTRACTOR may be expected to perform the following services, but not limited to:

- Demolition services;
- Fence installation services;
- Capping electrical/plumbing/gas/sewer services;
- Sewer plugging services;
- Septic tank removal services;
- Secure structures from access;
- Emergency repair services;
- Debris removal services; and
- Wheater protection services.

##### 2.1. GENERAL REQUIREMENTS:

- Before the project commences, the property shall have a six-foot (6') tall safety chain-link fence installed by the CONTRACTOR with a silt barrier around the perimeter of the property on all sides. Removal of the fence shall occur after final inspection from the TRIBE's Tribal Inspector's Office.
- Demolish existing home and driveway.
- All debris shall be hauled away in an environmentally friendly manner. There may be mold contamination in areas of the property. All debris that contains mold must be handled in accordance with all safety standards related to mold remediation. CONTRACTOR must package mold-contaminated items and dispose of them in accordance with all applicable environmental, FLORIDA Standards of Practice 61-31.702 Minimum Standards and Practices for Mold Remediators, Occupational Safety and Health Administration (OSHA), and safety standards, including submission of safety plan (subject to existing conditions).
- All vegetation under ten feet (10') in height shall be removed from the property (excluding the oak trees). All oak trees, regardless of height, shall be protected and left untouched.
- All ancillary items such as tires, tables, grills, patio furniture, or any other items besides the vegetation and dirt required to remain at the end of the project shall be removed.
- Remove the generator safely disconnect the fuel line and remove the fuel tank (if applicable).
- Plugging of sewer taps or connection to septic tanks.

- Re-use existing perimeter fence wherever possible and replace any areas to ensure the property is fenced on all sides at the completion of the project. The fence on the rear belongs to the neighbor and must remain untouched.
- Install fence at the front areas of the property which currently do not have fencing.
- The property shall be left with a surface level layer of dirt/soil which is swept/raked to a level grade. The level grade may be slightly below the sidewalk level (to be determined by the TRIBE's Tribal Inspector's Office).
- Lawn sprinkler systems must be removed and disposed of (when applicable)
- A/C refrigerant disposal in accordance with EPA guidelines.
- Complete site must be graded after demolition.

## **2.2. ADDITIONAL CONTRACTOR RESPONSIBILITIES:**

- Property shall be swept on a daily basis using magnets to pick up any nails, screws, or other metals which could be a safety hazard. All hazardous items must also be picked up on a daily basis.
- Water supply line(s) is to be capped at the swale area of the property.
- Electrical line(s) leading to the home is to be terminated at the pole (or equivalent).
- Work hours are allowed only between 8:00 AM and 6:00 PM (ET), Monday through Friday. Work is permitted on Saturday and Sunday only between 8:00 AM and 5:00 PM (ET).
- Roll-off dumpsters are allowed. If dump trucks are used to haul away debris/trash, they are not allowed to be parked overnight.
- CONTRACTOR shall be responsible for supplying portable toilets.
- All work and the job site itself shall adhere to all applicable safety regulations including but not limited to OSHA.
- Adjacent properties must be undisturbed by the demolition project with an emphasis on debris and dust being contained within the fence line.
- Safety shall be a priority for CONTRACTOR's employees and Tribal residents of the Hollywood Reservation. The site shall be locked at night and nothing hazardous may be left outside the safety fence. During the workhouse, the CONTRACTOR shall ensure the site has caution flags and/or ropes to block the public from entering the hazardous work area.

### **2.2.1. PERMIT REQUIREMENTS:**

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

[https://imp.semtribe.com/EnerGov\\_Prod/SelfService](https://imp.semtribe.com/EnerGov_Prod/SelfService). CONTRACTOR shall follow the instructions to register. Once registration has been approved, CONTRACTOR or delegate will be able to log in to use the site.

- CONTRACTOR shall produce all necessary county and local licenses, where applicable.
- Upon award, CONTRACTOR’s subcontractors must be registered with the TRIBE and obtain applicable building permit(s) prior to performing any services.

**3. THE TRIBE’S RESPONSIBILITIES**

- The TRIBE will be responsible for removing any vehicles on the property. CONTRACTOR shall not remove vehicle(s) from the property unless otherwise instructed by the TRIBE.

**4. LOCATION OF SERVICES**

The services described in this solicitation may be required at any/all of the locations identified below:

Reservations
Hollywood
Big Cypress
Immokalee
Brighton
Fort Pierce
Lakeland
Tampa
Various Off-Reservation Locations

**5. TERM/DURATION**

Demolition and repairs must be completed in accordance with Article VIII – Unsafe Structures or Condemned Structures.

Demolition permits are required to be issued by the TRIBE’s Tribal Inspector’s Department prior to commencing work.

**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**  
**CONTRACTOR LICENSING REQUIRMENTS**

**(Attached separately as .pdf)**

**ATTACHMENT D**  
**COVER LETTER & EXECUTIVE SUMMARY**  
**(To be submitted by BIDDER)**

**ATTACHMENT E**  
**COMPLIANCE DOCUMENTS**  
**(To be submitted by BIDDER)**

**ATTACHMENT F**  
**PROFESSIONAL QUALIFICATIONS**  
**(To be submitted by BIDDER)**

**ATTACHMENT G**  
**PROPOSED METHODOLOGY**  
**(To be submitted by BIDDER)**

**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 F**

**PROPOSED SUBCONTRACTOR LIST**

List proposed subcontractors to be contracted by the Bidder (utilization of subcontractors require pre-approval by the Tribe). Note if no subcontractors will be used.

COMPANY NAME	SPECIALTY

Business Name: \_\_\_\_\_  
Signature of Authorized Representative: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**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 \_\_\_\_\_
  - 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.

- 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 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
_____	_____
_____	_____
_____	_____