SEMINOLE TRIBE OF FLORIDA
REQUEST FOR QUALIFICATIONS

Solicitation No.:	RFQ 53-2024
Title:	**Tribalwide Construction Services - Projects Not Exceeding Seventy-Five Million Dollars ($75M)**
Description:	The Tribal Community Development Department of the Seminole Tribe of Florida is soliciting Statements of Qualifications (SOQs) from qualified firms with a minimum of ten (10) years' principal experience in providing Design-Bid-Build, Design-Build, and Guaranteed Maximum Price construction services for projects not exceeding seventy-five million dollars ($75M) to pre-qualify multiple contractors. The services will be performed for various projects located on Seminole Indian Reservations, other restricted tribal trust land, and certain fee property owned or leased by the Seminole Tribe of Florida in the State of Florida.
Term/Duration:	Selected contractors will be pre-qualified for a three (3) year period with two options to extend in one (1) year increments.
Solicitation Release Date:	May 10, 2024
Pre-Proposal Conference:	June 6, 2024 @ 10:00 AM (ET) Seminole Hard Rock Hotel & Casino Hollywood 1 Seminole Way Hollywood, FL 33314 Meeting Room: Salon East 4/5/6
Deadline for Questions*:	June 13, 2024 @ 3:00 PM (ET)
Submission Due Date:	June 27, 2024 @ 3:00 PM (ET)
Contact Person(s)*:	To: Mariela Velazquez | MarielaVelazquez@semtribe.com Cc: BidSubmissions@semtribe.com Contact instructions are detailed in Section II, Paragraph 6.

*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: Big Cypress, Brighton, Hollywood, Immokalee, and Tampa, and Fort Pierce. Tribal Headquarters are located on the Hollywood Reservation in an urban environment in the Greater Fort Lauderdale/Hollywood, Florida area. Satellite offices are located on each of the other reservations or trust land. The Tribe also maintains off-reservation offices in Naples, Fort Pierce, Hollywood, and Miami.

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

2. INSURANCE

See *Exhibit K – Insurance Requirements* for the minimum insurance requirements required through this RFQ and any subsequent contracts. Contractor receiving an award, if any, will be requested to procure and maintain insurance coverage throughout the term of subsequent contracts. The Tribe reserves the right to modify the insurance requirements as required.

3. SEMINOLE TRIBAL MEMBER VENDOR PREFERENCE

The Tribe encourages its Members who own their own business, or who are majority owners of a business, to bid on goods and services through the competitive bidding process.

The Tribe will give preference to qualified business entities certified by the Tribe "Qualified" shall mean, notwithstanding the above:

A Tribal Member, spouse, child, or business entity who:

- Is actively involved in the business and owns 51% or more of the business;
- Can provide future goods or services at competitive prices;
- Has demonstrated skills and abilities to perform the task to be undertaken in an acceptable manner; and
- Can meet the application, bonding, and licensing requirements.

Tribal Member contractors will receive an additional ten (10) points to their score.

4. VENDOR APPLICATION AND REGISTRATION PROGRAM

The Tribe is engaged in Indian tribal gaming in accordance with the Indian Gaming Regulatory Act and the regulations promulgated by the National Indian Gaming Commission, therefore, the Tribe cannot engage in significant transactions with individuals or business entities whom, due to past or continuing activities, associations, or reputation, might bring discredit to the Tribe and its gaming operations. Thus, the Tribe has adopted a program whereby it reviews significant transactions and the persons or entities involved with those transactions to assure compliance with all applicable laws and regulations relating to gaming.

If not already an approved and registered vendor with the Tribe, the highest scoring 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 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 contractor be unresponsive or unable to successfully complete the vendor registration process, the Tribe reserves the right to halt the vendor registration process with the highest scoring contractor and move onto the next highest scoring contractor. Should the next highest scoring contractor be unresponsive or unable to complete the vendor registration process, the Tribe will continue to halt the vendor registration process and move onto the next highest scoring contractor until a contractor is successfully registered.

5. SELECTION OF VENDOR(S)

The Tribe will review all submitted SOQs on a per category basis and will select the best overall scoring contractor(s) on a per category basis. Contractors may be selected for none, single or multiple service categories. The Tribe may further split awards based on the categories scoring analyses previously stated on a per geographical location basis. Contractors may be selected for none, single or multiple locations on a per category basis.

Prior to the final selection, contractors(s) may be required to submit additional information which the Tribe may deem necessary to further evaluate the contractor(s)' responses. Although not anticipated, the Tribe may select some or none of the respondents for presentations or interviews.

The Tribe may opt to select zero or more contractors to qualify based on the contractor(s) responses to this solicitation as deemed relevant to the Tribe on the basis of qualifications, with or without further discussions, interviews, or visits.

If selected, contractor(s) will be pre-qualified and placed on an Approved Vendor List for the services outlined in this RFQ.

If selected, individual project assignments will be made to the pre-qualified contractors, in accordance with criteria determined to be in the best interest of the Tribe and generally considering a variety of factors including past performance, qualifications appropriate to the scope of services, and workload distribution.

The selected contractor(s) will be invited to participate in detailed scope, approach, schedule, and price negotiations for the contractor to perform services for specific project assignments. The Tribe reserves the right to terminate negotiations at any time, for any reason in their sole best interest. The assignment of work will be determined by the Tribe. Upon reaching an agreement, a contract to provide services for the individual project will be executed by both parties.

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

6. 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.

7. 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.

8. CONFIDENTIALITY / NON-DISCLOSURE

Contractors(s) 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 contractors(s) in this solicitation is to be used solely to permit contractor(s) to reply to the solicitation and contractor(s) shall make no other use of the information, inclusive of sharing the information with corporate affiliates and subsidiaries without the prior written consent of the Tribe. Contractor(s) 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.

9. NON-EXCLUSIVITY

It is expressly understood that contractor selection does not grant the 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.

10. DISCLOSURE

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

11. 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 contractors 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 SERVICES

1. SCOPE OF SERVICES

The Tribal Community Development Department is qualifying contractors for design-bid-build, design-build, and guaranteed maximum price services for various projects not exceeding seventy-five million dollars ($75M) on an as-needed basis.

Responsive Contractors are required to identify and provide references for the services marked on *Exhibit E – Project Type Selection Table*. Contractors shall provide three (3) relevant reference projects on *Exhibit F-1 – Project References* which include the services selected and performed by the Contractor's team within the past ten (10) years using design-bid-build, design-build, or guaranteed maximum price delivery methods.

2. BONDING (See *Exhibit G*)

a. Responsive Contractors are required to complete *Exhibit G – Certificate of Ability to Obtain Payment and Performance Bonds.*

b. For Contracts, if awarded, and required, Performance and Payment bonds shall (1) name as additional obligees: the Owner, any designee of Owner and affiliates or any construction lender(s) of the Owner, (2) be in a form and be issued by a licensed surety satisfactory to Owner, (3) be in an amount equal to 100% of their contract price as applicable, and (4) be automatically increased in the amount of any additive Change Orders and Construction Change Directives issued by Owner to Contractor.

c. Such bonds are not required if all work performed under this contract is solely performed by the Tribe or public non-profit corporations serving as a government instrumentality of the Tribe. Proof of public non-profit corporate status must be furnished to and be satisfactory to the Awarding Official. All sub-contractors performing work under this contract are subject to bonding requirements. Subcontractor bonds are to be made payable to the Contractor. Corporate sureties offered for bonds furnished with this contract must be original documents and must appear on the list contained in the Department of Treasury Circular 570, entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies."

3. RESOURCE PROTECTION

Any suspected archeological or historical material shall be incorporated into the deliverables for this work. Upon the discovery of suspected archeological or historical material, the awarded contractor(s) shall ensure that all work ceases in the vicinity of such material and immediately notify the Tribe's project manager.

The project area may contain habitat used by the endangered Florida panther (Puma concolor coryi), Audubon's crested caracara (Polyborus plancus audubonii), gopher tortoise (Gopherus

polyphemus), wood stork (Mycteria americana), Eastern indigo snake (Drymarchon corais couperii) and the Florida black bear (Ursa americanus floridanus). Any suspected activity of un-collared panthers will be documented using GPS and reported to the Tribe. The awarded contractor(s) shall ensure any and all of its employees, including sub-contractors use every precaution necessary to prevent disturbing and/or harassing any wildlife encountered on the Reservations. The willful killing of any animal species while working on Reservation lands is illegal and will not be tolerated. Violations will void the contract.

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

4. COSTS

The Tribe assumes no responsibility for the costs incurred by contractor(s) in connection with the preparation and submittal of its response to this solicitation or related activities of contractor(s). The Tribe reserves the right to reject all responses, amend, reissue, or withdraw this solicitation. In such event, the Tribe shall not be responsible to contractor(s) for the costs incurred by it as a result of the amendment or withdrawal of this solicitation.

5. RESERVATION OF RIGHTS, SOQ REJECTION AND WAIVER

The Tribe reserves the right to conduct any investigation of the SOQs submitted by any Contractor(s) that it deems appropriate, negotiate modifications to any of the items submitted in the SOQ, accept, or reject any or all SOQs responding to this RFQ, to modify the selection process in any way, to postpone the selection process for its own convenience at any time, to waive any defects, irregularities, or informalities in any SOQ, or to issue a new RFQ at any time. Additionally, the Tribe retains the right to negotiate terms and conditions submitted by contractor(s) in connection with this RFQ and any other with one or more qualified contractor(s) at the same time, if such action is in the best interest of the Tribe. The Tribe reserves the right to remove, add, or amend any of the services as listed and described in this RFQ before entering into a formal agreement with the selected contractor(s). The Tribe further reserves the right to reject incomplete, illegible and/or non-responsive submittals.

This RFQ has been prepared solely to solicit SOQs. 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 work in accordance with 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 contractor(s).

6. CONTACT PERSON

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

CONE OF SILENCE: Contractors 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.

7. EXHIBITS & ATTACHMENTS

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

7.1 EXHIBITS:

Exhibit	Description
N/A	SOQ Submittal Checklist
A	Acknowledgement of Receipt of Addenda
B	Statement of Qualifications
C	Organization, Management, and Staff
D	Record of Performance
E	Project Type Selection Table and Contractor Project Location Preference Table
F-1	Project References
F-2	List of Projects with the Tribe
G	Certificate of Ability to Obtain Payment and Performance Bonds
H	Contractor Certification Regarding Disbarment and Suspension
I	Firm Certification
J	Drug-Free Workplace Form
K	Insurance Requirements and Certificate of Insurance
L	Certificate of Authority to do Business in the State of Florida – Occupational License
M	Florida Department of Business and Professional Regulation – License(s), Certifications(s), and/or Registration(s)
N	W-9 Form
O	Documentation of Seminole Tribe Member ownership, if applicable

7.2 ATTACHMENTS:

Attachment	Description
A	Sample Design-Bid-Build Contract
B	Sample Design-Build Agreement

Attachment	Description
C	Sample Guaranteed Maximum Price Contract

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SECTION III – QUALIFICATIONS REQUIREMENTS

1. GENERAL QUALIFICATIONS

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

- Contractor is the prime contractor with a minimum of ten (10) years of principal experience in providing similar services.
- Hold a current certified license relevant to these services.
    - The prime contractor and all sub-contractors shall meet licensure requirements to perform work in the State or Florida, and must provide evidence of State of County licensure, as shown below:
        - State – Certified General Contractor, or Certified Building Contractor; or
        - County – General Contractor Class "A", or General Contractor Class "B".
- Carry and maintain adequate insurance consistent with the requirements listed in this solicitation.
- Meet any other requirements outlined in this solicitation or in the subsequent contract documents.

2. PRE-PROPOSAL CONFERENCE (MANDATORY)

A Pre-Proposal Conference has been scheduled for interested bidders to attend before the Proposal Due Date for this solicitation. **Attendance is mandatory to be eligible for award.**

Bidders may ask questions during the Pre-Proposal Conference. These questions may or may not be answered during the Pre-Proposal Conference, as decided by the Tribe. For questions which were not answered during the Pre-Proposal Conference, the answers may be shared with prospective bidders via an official addendum.

Questions outside of the Pre-Proposal Conference must be submitted to the Contact Person(s) in writing by the Deadline for Questions to receive a formal written response.

The date, time, and location of the Pre-Proposal Conference are shown on the cover page of this solicitation document.

An employee or representative of the prime BIDDER responding to this solicitation must attend the Pre-Proposal Conference to receive credit for attendance. Subcontractors or other individuals may not attend for the prime BIDDER.

At the Tribe's discretion, the Tribe may videotape and/or audiotape the Pre-Proposal Conference, whether held in-person or online. This recording may only be shared internally with the Tribe key personnel and may not be provided to prospective bidders who attended the Pre-Proposal Conference, as determined by the Tribe.

2.1 MEETING LOCATION:

TERRACE LAWN

2.2 PARKING DIRECTIONS:

The closest garage closest to the meeting room is the Seminole Way Parking Garage.

Enter from 1 Seminole Way off 441 Street, stay in the middle lane and proceed towards the Hard Rock Tower, pass the Hard Rock Tower Valet drop off and the Seminole Garage will be facing you. Turn right into the garage using the center lanes. Parking is available on the third (3rd) and fourth (4th) floors. Take the elevators on the north side down to the Casino floor or Level one (1). Enter through the glass doors, make left at the Kuro Restaurant, and follow overhead signs to the "Ballroom / Meeting Rooms". There will be additional signage to guide attendees to the exact meeting room.

Additional self-parking is available at the Winners Way or Lucky Street Garages. Once inside the Casino, please follow the overhead signage directing you to the Ballrooms / Meeting rooms. The Event Center is closer to the Food Court or the Hard Rock Tower pool entrance.

3. PRESENTATION / INTERVIEW

The Tribe will provide an overview presentation to interested Contractors. Contractor(s) who submit a response to this solicitation may be required to give a presentation or be interviewed to provide more information relevant to their submission. All costs associated with Contractor's presentation or interview will be solely the responsibility of the respective Contractor. Presentations and interviews will be considered a part of the Contractor's response to this solicitation.

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

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SECTION IV – SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA

1. SUBMISSION REQUIREMENTS

a. **Proposal submissions must be e-mailed by no later than the date and time listed on page 1 of this solicitation via e-mail only.** The Tribe has an e-mail size limit of 15MB per e-mail. Larger files must be split into 15MB e-mails and sent separately. Physical correspondence, flash drives, or any other physical media shall not be accepted.

b. The entire proposal submittal shall not exceed a total of one hundred (100) pages single-sided and shall contain all documents including exhibits required by this solicitation.

c. Proposal submissions shall include:

- Cover Letter & Executive Summary, including current certified License(s), Certification(s), and/or Registration(s).
- Company profile and project team that would be assigned to this project, including relevant experience and qualifications.
- Methodology, approach, and delivery process that your firm would use to complete this project.
- All Exhibits and required forms.

d. Contractors wishing to submit a response to this solicitation MUST submit documentation to demonstrate that they meet ALL requirements in this solicitation, including the submission of all applicable attachments, exhibits and/or forms. Failure to submit ALL information may result in disqualification or lower ranking due to not meeting these requirements.

2. EVALUATION CRITERIA

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

Selection of contractor(s) will be based upon evaluation criteria identified below:

a. Meets minimum qualifications – cover letter, minimum ten (10) years' principal experience, proof of Insurance, proof of License(s)/Registrations(s), submission of all required exhibits and forms

b. Professional qualifications

c. Specialized experience and technical competence of team

d. Capacity to complete the work

e. Project references, past performance on similar projects in terms of cost control, quality of work, and compliance with performance schedules

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