Solicitation #: RFP 103-2017

Title: Hollywood Raw Water Supply Improvements

Description: The Public Works Department of the Seminole Tribe of Florida is requesting proposals from qualified vendors to provide Construction Services for the installation of two concrete well pump pedestals, pumps, control panels, electrical services, wall enclosure, water piping and acid injection system on the Hollywood Seminole Indian Reservation.

Term/Duration: One time service contracted to be completed within 360 calendar days from issuance of a Notice to Proceed (NTP).

Pre-Bid/Proposal Conference: August 16, 2017 @ 2:00PM EST (MANDATORY)
Seminole Tribe of Florida Public Works Department
3107 N SR 7
Hollywood, Florida 33021

Solicitation Release Date: August 4, 2017

Deadline for Questions*: August 24, 2017

Bid/Proposal Due Date: September 5, 2017 @ 4:00PM EST

Contact Person*: Shannon Graham, Purchasing Contracts Specialist
Seminole Tribe of Florida
Purchasing Department
6300 Stirling Road
Hollywood, FL 33024
shannongraham@semtribe.com

Submission Requirements: Electronically via Email to the Contact Person Above, or Hardcopy as 1 Original + 3 Copies + 1 Electronic Copy on a USB drive.

*ALL QUESTIONS/INQUIRIES/COMMUNICATION MUST BE DIRECTED IN WRITING TO THE CONTACT PERSON, FAILURE TO DO SO WILL BE CAUSE FOR DISQUALIFICATION OF AN AWARD UNDER THIS SOLICITATION.
SECTION I – BACKGROUND / GENERAL INFORMATION

1. BACKGROUND:
The Seminole Tribe of Florida (“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. §476. There are five (5) Seminole Indian Reservations in the State of Florida: Big Cypress, Brighton, Hollywood, Immokalee, and Tampa, as well as tribal trust land in 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 Tribe, Inc. also are engaged in various business activities including real estate, agriculture, tourism, manufacturing, gas station/convenience stores and sales.

2. PURPOSE:
See SECTION II - SCOPE OF WORK/SERVICES

3. INSURANCE:
See EXHIBIT J (INSURANCE REQUIREMENTS)

4. NATIVE AMERICAN and TRIBAL MEMBER PREFERENCE:
The Tribe encourages its Members and other Native Americans who own their own business, or who are majority owners of a business, to bid on goods and services through the competitive bidding process. As such, the Tribe extends Native American Indian and Tribal Member preference to qualified individuals or business entities.

The Tribe will give preference to qualified business entities certified by the Seminole Tribe of Florida. “Qualified” shall mean, notwithstanding the above, that a tribal member, spouse, child, or business entity who can provide goods or services at competitive prices, has demonstrated skills and abilities to perform the task to be undertaken in an acceptable manner, and can meet the application, bonding and licensing requirements. Preference will only be given to those business entities where a Tribal Member is actively involved in the business and controls 51% or more of the organization.

5. VENDOR APPLICATION AND REGISTRATION PROGRAM:
Because the Seminole Tribe of Florida 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.

The selected vendor(s) will be required to submit a completed and fully executed Vendor Application and Registration Form to the Tribe’s Purchasing Department, if not already an approved vendor. 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 bidder whose name does not appear on its Master Vendor file.

6. **SELECTION OF VENDOR(S):**
The Tribe will conduct a comprehensive, fair and impartial evaluation of all documents received in response to this solicitation. The Tribe may select some or none of the respondents for interviews.

The Tribe shall select the most responsive, responsible and qualified vendor based on evaluation of vendor responses to this solicitation as deemed relevant to the Tribe. Pricing will not be the sole criterion for selection. The Tribe may select a vendor on the basis of qualifications, with or without further discussions, interviews or visits. Therefore, qualifications should contain the respondent’s best terms from a technical, operations and monetary standpoint.

This solicitation and selection process shall in no way be deemed to create a binding contract, agreement or offer of any kind between the Seminole Tribe of Florida and any entity. If the Tribe selects a vendor to provide the services described in this solicitation, any legal rights and obligations between the successful vendor, 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.

7. **ADDITIONAL ITEMS AND SERVICES:**
The Tribe may require additional items or services of similar nature, but not specifically listed in this solicitation. The selected vendor(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.

8. **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.
9. **CONFIDENTIALITY / NON-DISCLOSURE:**
Vendor(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 vendor(s) in this solicitation is to be used solely to permit vendor(s) to reply to the solicitation and vendor(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. Vendor(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.

10. **NON-EXCLUSIVITY:**
It is expressly understood that vendor selection does not grant the vendor 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 vendors, and contract with other vendor(s) for the provision of goods and/or services similar or identical to those that are the subject of this solicitation.

11. **DISCLOSURE:**
Vendors responding to this solicitation must disclose in detail any current or past relationships with the Seminole Tribe of Florida, Seminole Gaming, and/or Seminole Tribe of Florida, Inc. and their employees.

12. **ADDENDA / REVISIONS TO SOLICITATION:**
If it becomes necessary to revise or clarify any part of this solicitation, the Tribe may modify this solicitation by issuance of written addenda to all parties who received the original solicitation. The date for submission of responses may be extended, if, in the sole judgment of the Tribe, it is warranted. All addenda will clearly be marked as such and shall become part of the solicitation documents.
SECTION II – SCOPE OF WORK/SERVICES

1. OVERVIEW
The Public Works Department of the Seminole Tribe of Florida is requesting proposals from qualified vendors to provide Construction Services for the installation of two concrete well pump pedestals, pumps, control panels, electrical services, wall enclosure, water piping and acid injection system on the Hollywood Seminole Indian Reservation. Work is to be completed per specifications listed in Attachment A (Specifications) and Attachment B (Plans).

2. QUALIFICATIONS
a. Bids/Proposals shall be considered only from vendors normally engaged in performing the type of work specified in this solicitation. Vendor must have adequate organizational resources, facilities, equipment, and personnel to ensure prompt and efficient service to the Tribe.

b. At a minimum, qualifying bids/proposals shall demonstrate that the Vendor possesses the qualifications necessary to provide high quality services. To ensure the Vendor is capable of providing an acceptable level of service to the Tribe, the Vendor must meet the following minimum qualification:

   i. Hold a current License(s), Certification(s), and/or Registration(s) applicable to construction related services.

   ii. A minimum of five (5) years’ experience in providing similar services. Provide a list of three (3) current references for three (3) individual projects of similar size, scope, and complexity which were completed within the past five (5) years.

   iii. Have the listed current personnel and maintain a fully equipped organization capable, technically and financially, of performing the work required, and has performed similar work in a satisfactory manner.

   iv. Carry and maintain adequate insurance consistent with the requirements listed in this solicitation.

   v. Meet any other requirements outlined in this solicitation.

3. BONDING
I. 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 as 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.

II. 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.
III. All subcontractors 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.”

IV. A bid bond of 5% is required.

4. 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, Awarded Vendor shall ensure that all work ceases in the vicinity of such material and immediately notify the Tribe’s project manager.

The project area may contain habitat used by the endangered Florida panther (Puma concolor coryi), Audubon’s crested caracara (Polyborus plancus audubonii), gopher tortoise (Gopherus polyphemus), wood stork (Mycteria americana), Eastern indigo snake (Drymarchon corais couperii) and the Florida black bear (Ursus americanus floridanus). Any suspected activity of un-collared panthers will be documented using GPS and reported to the Tribe. The Awarded Vendor shall ensure any and all of its employees, including subcontractors, use every precaution necessary to prevent disturbing and/or harassing any wildlife encountered on the Reservations. The willful killing of any animal species while working on Reservation lands is illegal and will not be tolerated. Violations will void the contract.

The Awarded Vendor must demonstrate sensitivity to cultural resources, particularly as it relates to Native American tribes. Past history with the Seminole Tribe of Florida will be used as a factor for selection. Preference will be given to Vendors and Subcontractors with a positive past history with the Tribe.

5. PRE-BID/PROPOSAL CONFERENCE
A pre-bid/proposal conference has been scheduled for interested firms to attend before the due date for this solicitation. Attendance is mandatory. Please note that vendors may ask questions, however, all questions must be submitted to the Contact Person in writing by the due date to receive a formal written response. The date, time and location of the pre-bid/proposal conference are as follows:

August 16, 2017 at 2:00 PM (EST)
Seminole Tribe of Florida Public Works Building
3107 N SR 7
Hollywood, Florida 33021

An employee or representative of the prime contractor or primary vendor responding to this solicitation must be in attendance at the pre-bid/proposal conference in order to receive credit for attendance. Subcontractors or other individuals may not attend for the prime contractor or primary vendor.
6. **ANTICIPATED TIMELINE:**

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<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
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<tbody>
<tr>
<td>Solicitation Release Date</td>
<td>August 4, 2017</td>
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<tr>
<td>Pre-Bid/Proposal Conference</td>
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<td>Deadline for Questions</td>
<td>August 24, 2017 at 4:00PM EST</td>
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<tr>
<td>Bid/Proposal Due Date</td>
<td>September 5, 2017 at 4:00PM EST</td>
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<td>Award of Contract</td>
<td>To Be Determined*</td>
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<td>Start Date for Services</td>
<td>To Be Determined*</td>
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* Dates (if any) are subject to change at the discretion of the Tribe.

7. **AWARD OF CONTRACT AND TIME OF COMPLETION**

The contract, if awarded, shall be to the lowest responsive, responsible vendor whose bid conforms to the specifications, and is the most advantageous to the Tribe, considering bid price, experience, qualifications of the vendor, and the vendor's current and immediately available resources. Bid must comply with the requirements necessary to render it formal.

The WORK will be substantially completed within 330 calendar days from the commencement date stated in the Notice to Proceed. The WORK will be entirely complete (final) within 360 calendar days from the commencement date stated in the Notice to Proceed.

Liquidated damages will be applicable at Seven Hundred Fifty Dollars and Zero Cents ($750.00) per day for each day of delay beyond the Contract Time for Substantial Completion. The same rate of liquidated damages shall also be applied for each day of delay in achieving the Contract Time for Final Completion.

8. **PRESENTATION:**

Vendor(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 response. All costs associated with the Vendor’s presentation will be solely the responsibility of the respective Vendor. Presentations will be considered a part of the Vendor’s response to this solicitation.

9. **CONTACT PERSON**

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

Shannon Graham, Purchasing Contracts Specialist  
Seminole Tribe of Florida  
Purchasing Department  
6300 Stirling Road  
Hollywood, FL 33024  
shannongraham@semtribe.com

Vendors shall not contact any other employee of the Tribe for information with respect to this RFP. Any violation of the restriction imposed above regarding correspondence may constitute grounds for rejection of a response at any time.
10. **EXHIBITS, ATTACHMENTS & FORMS:**

- Attachment A  Construction Specifications
- Attachment B  Construction Plans
- Attachment C  Sample Construction Agreement

- Exhibit A  Bid Form
- Exhibit B  Acknowledgement of Receipt of Addenda
- Exhibit C  Statement of Qualifications
- Exhibit D  Contractor Certification Regarding Debarment and Suspension
- Exhibit E  Non-Collusion Affidavit of Prime Vendor
- Exhibit F  Sub-Contractor List
- Exhibit G  Bonds and Certificate of Ability to Obtain Performance Bonds
- Exhibit H  List of Recently Completed Projects and Contract Amounts
- Exhibit I  List of References
- Exhibit J  Certificate of Insurance
- Exhibit K  Proposed Contract For Construction Services Exceptions
- Exhibit L  Certificate of Authority to do Business in the State of Florida – Occupational License
- Exhibit M  Florida Department of Business and Professional Regulation – License(s), Certifications(s), and/or Registration(s)
SECTION III – SUBMISSION REQUIREMENTS

1. SUBMISSION REQUIREMENTS:
Electronic submissions in response to this solicitation must be emailed to the Contact Person by the due date listed in this document. Hardcopy submissions must be submitted on 8 1/2” x 11” paper, neatly typed, with normal margins and spacing. Hardcopy responses must be delivered to the Contact Person by the due date in a sealed envelope or container clearly labeled on the outside with the vendor’s name, address, telephone number, and email address. The following hard copies should be submitted:

- One (1) original with authorized original signatures and all attachments, exhibits and forms.
- Three (3) copies of the original.
- One (1) electronic copy on a USB drive in Word, Excel, or PDF format.

Vendor(s) 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.

Cover Letter & Executive Summary
- Cover Letter, including Proposer’s name, address, phone number(s), and e-mail address, along with the signature of the proposer’s authorized representative (no specific format required, use of your Firm’s letterhead/stationary is preferred).
- Executive Summary, including a brief company overview.

Professional Qualifications (50 Points Maximum)
- Company Background and Structure (i.e. organizational chart if applicable)
- Copies of relevant licenses, certifications, registrations, references, resumes, and/or noteworthy achievements (if applicable)
- Prior Relevant Experience for Similar Projects
- Past Performance with the Tribe (if applicable)
- References or Letters of Recommendation
- Capacity and Availability to Complete Project
- Vendor Location/Proximity to Service Area
- Sub-Contractor Utilization (Tribal/Minority Businesses Preferred)
- Other Documentation to support Proposer’s Response
- Responses to any and all questions in this solicitation and/or Presentation

Costs (50 Points Maximum)
- Total Cost of Project – Lowest Bid
- Price Comparison to Industry/Market Standards
- Reasonableness of Costs
- Costs Discounts (if applicable)

Exhibits, Attachments & Forms (completed, if applicable)
2. **COSTS:**
Costs stated in responses to this solicitation shall remain fixed and firm for all services to be performed. Vendors are responsible for addressing all inquiries with the Contact Person listed in this solicitation to obtain clarification on concerns and issues that may affect costs and their ability to complete the solicited task(s). Any price adjustments after proposal submission must be requested in writing and approved by the Tribe.

3. **EVALUATION CRITERIA:**
The Tribe will conduct a comprehensive, fair and impartial evaluation of all responses to this solicitation. The Tribe may select some or none of the respondents to provide the solicited services. Selection of a Vendor(s) will be based upon evaluation criteria identified below:

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<th>Evaluation Criteria</th>
<th>Points</th>
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<tr>
<td>Cover Letter</td>
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<tr>
<td>Professional Qualification</td>
<td>50 Points Maximum</td>
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<tr>
<td>Cost(s)</td>
<td>50 Points Maximum</td>
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*See above for more details.*

*A Tribal Member’s proposal/bid will be considered the lowest proposal/bid in regards to proposed cost(s) to provide services if their quote is up to 3% (not to exceed $100,000) higher than the lowest non-Tribal Member proposal/bid.*