



SEMINOLE TRIBE OF FLORIDA REQUEST FOR PROPOSAL

Solicitation #: RFP 57-2021

Title: Community Strengths and Needs Assessment (Tribe Wide)

Description: The Administrative Office of the Seminole Court is soliciting proposals from qualified contractors to hire a consultant to perform a community strengths and needs assessment, data collection and analysis, and evaluation of the Tribal Healing to Wellness Court.

This project is funded by the Department of Justice (DOJ) Coordinated Tribal Assistance Solicitation (CTAS) grant and all applicable terms and conditions contained in the grant shall apply.

Term/Duration: One (1) year

Solicitation Release Date: September 13, 2021

Deadline for Questions*: September 24, 2021@ 5:00PM (EST)

Proposal Due Date: October 5, 2021@ 5:00PM (EST)

Public Bid Opening: October 7, 2021@ 5:00PM (EST)
To be conducted via WebEx with the meeting details to be sent at a later date to all bidders.

Contact Person*: Erick Martinez, Contract Specialist
Seminole Tribe of Florida
Purchasing Department
6300 Stirling Road
Hollywood, FL 33024
ErickMartinez@SemTribe.com

Submission Requirements: Email to the contact person above.

*ALL QUESTIONS/INQUIRIES/COMMUNICATION MUST BE DIRECTED IN WRITING TO THE CONTACT PERSON, FAILURE TO DO SO MAY 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. §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 Tribe, Inc. also are engaged in various business activities including real estate, agriculture, tourism, manufacturing, gas station/convenience stores and sales.

2. INSURANCE:

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 representatives.

Minimum Scope of Insurance

CONTRACTOR’S insurance coverage shall include the following minimum limits and coverage, if applicable:

- I. Commercial General Liability insurance on an occurrence coverage form, at least as broad as the *Insurance Services Office Commercial General Liability Policy form CG 0001* ©, current edition. If CONTRACTOR sells or distributes alcoholic beverages such coverage shall include Liquor or Dram Shop Liability. If CONTRACTOR sells or distributes food or beverage products such coverage shall include claims emanating from food-borne illness. Other than the standard exclusions applicable to pollution, asbestos, mold, employment practices, ERISA and professional liability, there shall be no additional limitations or exclusions beyond those contained in the above referenced policy form applicable to products and contractual liability. In addition to procuring and maintaining this insurance during the duration of the contract, CONTRACTOR agrees to continue to procure and continuously maintain products liability insurance coverage for a minimum of three years after the date the contract is completed or terminated.

- II. Automobile Liability insurance covering liability arising from the use or operation of any auto, including those owned, hired or otherwise operated or used by or on behalf of the CONTRACTOR. The coverage shall be at least as broad as the *Insurance Services Office Business Automobile Policy, form CA 0001* ©, current edition.
- III. Workers' Compensation and Employer's Liability insurance as is required by statute or law, or as may be available on a voluntary basis.
- IV. Professional Liability insurance covering wrongful acts made by or on behalf of the CONTRACTOR. Claims-made coverage is permitted, provided the policy retroactive date is continuously maintained prior to the commencement of professional services rendered to The Tribe, plus an additional period of three years after such services have been rendered to The Tribe. If the CONTRACTOR's scope of work includes environmental engineering or consulting, the coverage required hereunder must not exclude coverage for environmental (professional) services.

Minimum Limits of Insurance

CONTRACTOR shall maintain the following minimum limits of insurance, if applicable (unless higher limits are required by law or statute):

- 1. Commercial General Liability (including umbrella or excess liability): \$1,000,000 per occurrence, bodily injury and property damage liability; \$1,000,000 per offense personal and advertising injury liability; \$1,000,000 products and completed operations policy aggregate and \$2,000,000 policy general aggregate applicable to claims other than products and completed operations.
- 2. Automobile Liability: \$1,000,000 combined bodily injury and property damage liability per accident for bodily injury and property damage.
- 3. Employer's Liability: \$500,000 accident for bodily injury by accident or disease, including \$500,000 disease aggregate.
- 4. Professional Liability: \$1,000,000 each wrongful act, \$2,000,000 policy aggregate. If CONTRACTOR's contract with The Tribe exceeds \$1,000,000, the each wrongful act limits shall apply separately to the Tribe's project.

Deductibles and Self-insured Retentions

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

Other Insurance Provisions

The required insurance shall contain the following additional provisions:

- I. **ADDITIONAL INSURED** – The TRIBE must be included as an additional insured, by endorsement, under CONTRACTOR’S Commercial General Liability as respects 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, as respects 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, it’s 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.

3. 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 CONTRACTOR 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 CONTRACTOR will be added to its Master Vendor file. The Tribe may not enter into any business transactions with any CONTRACTOR whose name does not appear on its Master Vendor file.

4. SELECTION OF CONTRACTOR (S):

The Tribe will conduct a comprehensive, fair and impartial evaluation of all documents received in response to this solicitation.

The CONTRACTOR(s) with the best overall score will be the apparent awardee pending final review of all qualifications and submitted documentation.

5. 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.

6. 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.

7. CONFIDENTIALITY / NON-DISCLOSURE:

CONTRACTOR(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 CONTRACTOR(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.

8. 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.

9. DISCLOSURE:

CONTRACTORS 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.

10. 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 SERVICES

1. SCOPE OF SERVICES

The Seminole Tribe of Florida is soliciting proposals to hire a consultant to perform a community strengths and needs assessment, data collection and analysis, and evaluation of the Tribal Healing to Wellness Court. The goal is to assist the Administrative Office of the Seminole Court to plan and develop a Tribal Healing to Wellness (HTW) program for adult Tribal members with delinquency court history to overcome substance abuse and work toward a healthy and productive lifestyle. The awarded CONTRACTOR shall commence work within thirty (30) days from receipt of award.

The needs assessment data and current program strategies will be used to develop:

1. Programmatic and HTW services, offerings, and components, along with culturally appropriate program measures to build an evaluable program.
2. Community outreach, education and awareness.
3. Intergovernmental relations.
4. Professional development.
5. Systems improvement, specifically to identify data management needs and resources.

2. PROFESSIONAL SERVICES

The Healing to Wellness (HTW) needs assessment goal is to design and implement four levels of assessments that include the individual HTW participant level, community level, systems response level, and intergovernmental level. This includes:

- Level 1 - Individual HTW Participant Level
 - The assessment process will include collection of primary data from HTW participants, which may be collected through surveys administered at the end of service delivery or other user surveys administered by phone, mail, internet, or face-to-face interviews.
 - Timeline: Initial data collection from participants will be during the third quarter of operations, using one primary data collection method and report prepared by the fourth quarter.
- Level 2 - Community Level
 - Input will be sought from citizens, and tribal programs, organizations and businesses external to the tribal court.
 - Data collection will focus on community meetings and oral surveys, such as talking circles and key informant interviews with traditional and spiritual leaders and other nongovernmental groups or individuals. The latter could include local support

- groups, i.e., AA, Al-Anon, parent groups, victim healing groups, cultural groups, etc.
- Timeline: Data collection will occur within the first two quarters, using two primary data collection methods and report prepared by the third quarter.
 - Level 3 - System Level
 - Assessment will include review of codes, policies, and analysis of secondary data from tribal court, law enforcement, health systems and other sources of social indicator data from state sources.
 - Primary data collection may include program interviews using a standardized data collection instrument and administered by phone, mail, internet, or face-to-face interviews.
 - Timeline: Data collection will occur during the third and fourth quarters, using two primary data collection methods and report prepared by the fourth quarter of Year One.
 - Level 4 - Intergovernmental Level
 - Assessment will include a review of existing relationships with local, state and federal agencies to determine any improvement needs or gaps.
 - These relationships will also be assessed in terms of the type of intra-agency and/or intergovernmental agreements that are needed to access services, conduct joint service delivery, share information, exchange data, for cost-sharing, cross-disciplinary training, and cross-policy development.
 - Timeline: Data collection will occur within the first two quarters, using one primary data collection method and report prepared by the second quarter.

PROJECT TIMELINE			
Level 1	Level 2	Level 3	Level 4
Months 7 through 12 of the Term	Months 1 through 6 of the Term	Months 7 through 12 of the Term	Months 1 through 6 of the Term

The timeline in the table above shall commence within thirty (30) days from receipt of award, with the months listed as calendar days measured starting from the first calendar day of the Term in the subsequent agreement.

3. **DELIVERABLES**

All deliverables listed below shall be submitted by the Awarded CONTRACTOR in two (2) formats: (1) in PDF format and (2) in one of the following formats as applicable (depending on the deliverable) an editable version in MS Word, editable version in MS Excel or editable version in MS PowerPoint. The awarded CONTRACTOR shall be responsible for delivering the following as part of the professional services:

- 1) Evaluation document for the Tribal Healing to Wellness Court
- 2) Designing the required data collection methods and instruments/surveys of questions for each needs assessment level

- 3) Facilitating the group-oriented data collection events/tasks
- 4) Administering surveys
- 5) Data analysis and preparation of assessment reports

4. **TERM**

The Tribe anticipates that the term of the resultant contract shall be for one (1) year.

5. **QUALIFICATIONS**

- a. 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.
- b. At a minimum, qualifying proposals shall demonstrate that the CONTRACTOR possesses the qualifications necessary to provide high quality services. To ensure the CONTRACTOR is capable of providing an acceptable level of service to the Tribe, the CONTRACTOR must meet the following minimum qualifications:
 - i. CONTRACTOR is the prime CONTRACTOR and will not subcontract out any work or partner with another firm unless explicitly authorized in the Statement of Work.
 - ii. If applicable, hold a current certified license applicable to these services.
 - iii. Must have a minimum of 5 years of experience in providing similar services.
 - iv. Provide three (3) current references for three (3) completed individual projects of similar size, scope, and complexity, which were completed within the past five (5) years.
 - v. Must have the listed current personnel and maintain a fully equipped organization capable, technically and financially, of performing the work required, and has performed similar work in a satisfactory manner.
 - vi. Carry and maintain adequate insurance consistent with the requirements listed in this solicitation.
 - vii. Meet any other requirements outlined in this solicitation.

6. **PRESENTATION**

CONTRACTORS 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 CONTRACTOR'S presentation will be solely the responsibility of

the respective CONTRACTOR. Presentations will be considered a part of the CONTRACTOR'S response to this solicitation.

7. **CONTACT PERSON**

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

Erick Martinez, Contract Specialist
Seminole Tribe of Florida
Purchasing Department
6300 Stirling Road
Hollywood, FL 33024
ErickMartinez@SemTribe.com

8. **ATTACHMENTS AND EXHIBITS**

CONTRACTORS are required to submit the Attachments and Exhibits listed below. Failure to submit ALL of the documentation may result in disqualification or lower ranking of your firm due to not meeting these requirements.

Should any of the Attachments or Exhibits not be applicable to your firm, you must still provide the signed Attachment or Exhibit indicating "Not Applicable."

A. ATTACHMENTS:

Attachment	Description
C	Statement of Qualifications
D	Contractor Certification Regarding Debarment and Suspension
E	List of Recently Completed Projects and Contract Amounts
F	List of References
G	Certificate of Authority to do Business in the State of Florida – Occupational License (Vendor to Submit)
H	Florida Department of Business and Professional Regulation – License(s), Certifications(s), and/or Registration(s) (Vendor to Submit)
I	W9 Form

B. EXHIBITS:

Exhibit	Description
A	Schedule of Values
E	Bid Form
F	Non-Collusion Affidavit of Prime Vendor
J	Acknowledgement of Receipt of Addenda
M	Drug Free Workplace Form
N	Subcontractors and Supplier List

SECTION III – SUBMISSION REQUIREMENTS

1. SUBMISSION REQUIREMENTS:

Email to the contact person above.

Failure to submit ALL documentation listed in the above Section 8. “Attachments and Exhibits” and the documentation requested in this section may result in disqualification or lower ranking due to not meeting these requirements.

In order to fairly evaluate all responses please do NOT include additional information other than what is asked to be provided. This includes any information related to your organization that was not specifically asked to be provided.

Cover Letter & Executive Summary

- Cover Letter, including Proposer’s name, Contact Person name, address, phone number(s), and e-mail address(es), along with the signature of the proposer’s authorized representative (no specific format is required, use of your Firm’s letterhead/stationery is preferred).
- Executive Summary, including a brief company overview.
- These items are required, but do not affect the overall score.

2. 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 CONTRACTOR will be based upon evaluation criteria identified below:

Proposed Approach and Methodology for Providing the Required Services

- There is no specific format required. Contractors shall submit this proposed approach and methodology in their selected format.
- The proposed approach and methodology must address all requirements listed in this solicitation and how the Contractor proposes to meet the requirements in the requested timeframe.
- The maximum score allocated to this part of the submission is Forty-Five (45) points.

Contractor’s experience, qualifications, capabilities, and past performance in providing these types of services.

- Attachments C, D, E, F, G and H listed in the above Section 8. “Attachments and Exhibits” will be used for evaluating this portion of the scoring criteria.

- There is no specific format required. Contractors shall submit information relating to their experience, qualifications, capabilities, and past performance in providing these types of services in their selected format.
- The Contractor's experience, qualifications, capabilities, and past performance in providing these types of services shall be relevant to and address all requirements listed in this solicitation.
- The maximum score allocated to this part of the submission is Thirty (30) points.

Pricing

- Contractor's pricing shall include all requirements stated in Section II – "Scope of Services" and in any associated Addenda in one Lump sum. Pricing must be submitted on Exhibit A.
- Pricing stated in proposal responses to this solicitation shall remain fixed and firm for a minimum period of One-Hundred Eighty (180) calendar days from the due date.
- Pricing will be evaluated against the market and the maximum score allocated to this part of the submission is Twenty-Five (25) points.

Scoring Category	Points
Proposed approach and methodology for providing the required services.	45
Contractor's experience, qualifications, capabilities, and past performance in providing these types of services.	30
Pricing	25
Maximum Potential Score	100