SEMINOLE TRIBE OF FLORIDA
INVITATION TO BID

Solicitation #: ITB 15-2018
Title: Big Cypress Museum Landscape Beautification Project
Description: The Construction Management Department of the Seminole Tribe of Florida is requesting proposals from qualified vendors to provide Landscape Beautification Services at the Ah-Tah-Thi-Ki Museum located on the Big-Cypress Seminole Indian Reservation.

Term/Duration: One time contract with final completion within 60 calendar days from the commencement date stated in the Notice to Proceed (NTP).

Solicitation Release Date: February 13, 2019
Pre-Bid/Proposal Conference: February 22, 2019 @ 10:00 AM EST (MANDATORY)
Seminole Tribe of Florida Big Cypress Reservation
Ah-Tah-Thi-Ki Museum
34450 West Boundary Road
Clewiston, FL 33440

Deadline for Questions*: Wednesday, February 27, 2019 @ 1:00PM EST
Bid/Proposal Due Date: Friday, March 8, 2019 @ 1:00 PM EST
Contact Person: Trecia Demby, Purchasing Contracts Specialist
Seminole Tribe of Florida Purchasing Department
6300 Stirling Road
Hollywood, FL 33024
TreciaDemby@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. Links to file sharing portals will not be acceptable.

*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.
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

3. **INSURANCE:**

See Certificate of Insurance Requirement. EXHIBIT I AND EXHIBIT I-1

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. Preference will be given to quotes submitted by Tribal Members as long as the quote is equal to or less than 4% (not to exceed $200,000) of the lowest bid.

Vendors are encouraged to utilize Native American and Tribal Member subcontractors.
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 Construction Management Department of the Seminole Tribe of Florida is requesting proposals from qualified vendors to provide Landscape Beautification services at the Ah-Tah-Thi –Ki Museum located on the Big-Cypress Seminole Indian Reservation. Work is to be done per specifications indicated below and listed in the Attachment A and B- Bid Drawing, of this solicitation located in the Exhibits and Attachments folder.

2. SCOPE OF WORK
The provision of these services shall all labor, material equipment and services to complete the installation of all landscape material, sod, mulching, concrete walkway, ramp, status foundation, installation of statues, in the area of the old Museum Maintenance Yard as indicated in Attachment A and B- Bid Drawing and include but not be limited to the following.

- Provide all necessary permitting and inspection documentation by STOF Tribal Inspectors Office as required.
- Provide all required surveying to facilitate the work.
- Demolition as required
- Furnish and install all planting, sod, mulch, as required per the Bid Drawing.
- Furnish and install all concrete walkways and ADA ramp as required.
- Furnish and install all concrete foundations for status per the Bid Drawing.
- Install owner provided statues including moving them to the site as per the Bid Drawings
- Remove and legally dispose of off-site, of all debris generate by the Contractor.

Provide all necessary permitting and inspection documentation by STOF Tribal Inspectors Office as required.

3. CONTRACTORS REQUIREMENTS:
- All pricing must be submitted on Exhibit A (Schedule of Values).
- Contractors are responsible for inspecting the site and for reading and being thoroughly familiar with the contract documents. The failure or omission of any bidder to do any of the foregoing shall in no way relieve the bidder from any obligation in respect to their offer.
- All new material being installed must be new make/model as indicated in Attachment A. (Unless it has first been approved by the Buildings and Grounds Department)
- You will also be required to obtain requisite permits and drawings (if applicable). The permit application must be submitted within two days of being awarded the project.
- All work shall be performed in a workmanlike manner by skilled mechanics and shall be carried out in such a way as to minimize any inconvenience to the occupants and tenants.
- The Contractor shall maintain a fulltime work force to include qualified English speaking Project Superintendent, Project Manager and Principal of the form on the site at all times during which the work is being performed from the start to the completion of the project. The name and qualification of the proposed contactor site representative shall be submitted with bid.
• The Contractor shall ensure that all such mechanics shall be fully and properly
clothed; in identifiable uniforms while working on the premises or entering any part
of the work area.
• The Contractor shall deliver, or have delivered, necessary materials in unopened
containers with the original labels and batch numbers clearly visible. All materials
shall be used in strict adherence to the manufacturer's written specifications and/or
label directions.
• The Contractor shall arrange with the Manager for working space, space for
material storage, and proper access to the areas where the work is to be performed.
• The Contractor shall rope off and erect warning signs in areas. The contractor shall
be responsible for job safety administration, (including tools, equipment, and work
methods), and must be in compliance with applicable OSHA safety regulations. All
work performed under this agreement shall be in strict with the Florida Building
Code, industry standards, OSHA regulations, and local municipalities.
• If awarded the contract, a Schedule will be required within ten (10) days of being
issued a Purchase Order number.
• The project start date will be within two (2) days after the permit is granted.
• Invoices must be submitted via invoices@semtribe.com.

4. **WORK PLAN AND SCHEDULE**

Develop a detailed work plan and schedule of activities showing conformance to the work
requirements and time constraints imposed by the Contract

5. **SAFETY**

The work shall be conducted in accordance with U.S. OSHA and Florida State OSHA
requirements, which ever safety procedures are more stringent. As such, the Contractor
shall be responsible for all safety requirements for its personnel, subcontractors, STOF,
STOF representatives, and the general public that may be within the work zone.

6. **MISCELLANEOUS**

• Contractor’s anticipated work hours: Tribe allows 8:00 AM to 5:00 PM, Monday
thru Friday, Eastern time, no work allowed on Saturday, Sunday, or Tribal and Non-
Tribal Holiday closures.

• Additional Event schedules will be provided as Construction Management becomes
aware of them.

7. **GENERAL TERMS AND CONDITIONS**

• Damage to any utilities shall be promptly repaired at the contractor’s expense. At
the sole discretion of the STOF, such repairs shall be performed by the contractor’s
forces or by another contractor retained by the STOF. Any delays ensuing from this
damage will be considered inexcusable.

Bidders will be provided with an electronic copy of Drawings, Plans, and/or any other
relevant bid documents, if applicable. Bidders are responsible for purchasing / reproducing
additional drawings, plans and/or documents as needed to bid on this ITB.

8. 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 General Contractor 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 or in the contract documents.

      vi. Business is required to be actively registered with in the State of Florida OR Hendry County where organized and present.

      vii. If applicable, Contractors must demonstrate and provide proof the required licensure(s), outlined in this solicitation is governed by the State of Florida.

      viii. Provide a list of all licenses, to include subcontractors and suppliers that will be utilized. Copies of ALL Subcontractor license and Insurance certificated will subsequently be required to be provided to the Owner in the event of Contract award, prior to subcontractor’s initiation of work. The Seminole Tribe of Florida will only contract with the General Contractors. Any Subcontractor employed by the General Contractor will be the responsibility of the General Contractor. The Seminole Tribe of Florida shall be named as additional insured on all Certificates of Insurance, including those of the General Contractor and each Subcontractor of any tier.
9. **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 couperi) 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 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.

10. **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:

February 22, 2019 @ 10:00 AM EST (**MANDATORY**)
Seminole Tribe of Florida Big Cypress Reservation
Ah-Tah-Thi-Ki Museum
34450 West Boundary Road
Clewiston, FL 33440

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.

11. **ANTICIPATED TIMELINE:**

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<tr>
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<td>Award of Contract</td>
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<td>Start Date for Services</td>
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* Dates (if any) are subject to change at the discretion of the Tribe.
12. **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. A conditional or unqualified offer will not be accepted. Award will be made to the best responsive and responsible Bidder.

The WORK will be **substantially completed within 60 calendar days** from the commencement date stated in the Notice to Proceed.

13. **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.

14. **CONTACT PERSON**

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

Trecia Demby, Purchasing Contracts Specialist  
Seminole Tribe of Florida  
Purchasing Department  
6300 Stirling Road  
Hollywood, FL 33024  
TreciaDemby@semtribe.com

Vendors shall not contact any other employee of the Tribe for information with respect to this ITB. Any violation of the restriction imposed above regarding correspondence may constitute grounds for rejection of a response at any time.

15. **EXHIBITS, ATTACHMENTS & FORMS:**

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<th>Attachment</th>
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<tr>
<td>Attachment A</td>
<td>BC Museum Landscaping – Bid Drawing</td>
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<td>Attachment B</td>
<td>BC Museum Landscaping – Statue Foundation -Bid Drawing</td>
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<td>Attachment C</td>
<td>Sample Contract- Part I, II, III</td>
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<td>Attachment D</td>
<td>Contractors Licensing Requirements</td>
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<td>Attachment E</td>
<td>Florida Department of Business and Professional Regulation/License, Certification (s), and/ or Regulations(s) <em>(copy required)</em></td>
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<td>Attachment F</td>
<td>Certificate of Authority to do Business in the State of Florida <em>(copy required)</em></td>
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<td>Statement of Qualifications</td>
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<td>Attachment I</td>
<td>List of References</td>
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<td>Schedule of Values/Proposal</td>
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<td>Contractor’s Acknowledgement of Project Conditions</td>
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<td>W/C Exemption Affidavit (If applicable)</td>
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<td>Contract Administration Forms <em>(To Be Inserted by Contracts Admin)</em></td>
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<td>Contract Exceptions</td>
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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 (*Links to file sharing websites and portals will not be acceptable*).

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.

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.

*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 4% (not to exceed $200,000) higher than the lowest non-Tribal Member proposal/bid.*