



## SEMINOLE TRIBE OF FLORIDA REQUEST FOR PROPOSAL

Solicitation No.: RFP 36-2025

Title: Automatic Gate Inspections & Maintenance (Hollywood)

Description: The Building & Grounds Department of the Seminole Tribe of Florida is requesting proposals from qualified contractors to perform gate inspections and provide preventative maintenance services at the Hollywood reservation.

Solicitation Release Date: August 1, 2025

RSVP Deadline: August 8, 2025@ 5:00 PM (ET) **(MANDATORY)**

Pre-Proposal Conference: August 11, 2025@ 10:00 AM (ET) **(MANDATORY)**

Deadline for Questions\*: August 18, 2025@ 5:00 PM (ET)

Proposal Due Date: August 25, 2025@ 5:00 PM (ET)

Contact Person(s)\*: To: [Kamillegomez@semtribe.com](mailto:Kamillegomez@semtribe.com)  
Cc: [BidSubmissions@semtribe.com](mailto:BidSubmissions@semtribe.com)  
Contact instructions are detailed in Section IV, Paragraph 1.

\*ALL QUESTIONS/INQUIRIES/COMMUNICATION MUST BE DIRECTED IN WRITING TO THE CONTACT PERSON(S).  
FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFICATION OF AN AWARD UNDER THIS SOLICITATION.

## SECTION I – GENERAL INFORMATION

### 1. **BACKGROUND**

The Seminole Tribe of Florida (hereinafter the “TRIBE” or “STOF”) is a federally recognized Indian Tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934, as amended, 25 U.S.C. §5123. There are six (6) Seminole Indian Reservations in the State of Florida in Big Cypress, Brighton, Hollywood, Immokalee, Tampa, and Fort Pierce. Tribal Headquarters are located on the Hollywood Reservation in an urban environment in the Greater Fort Lauderdale/Hollywood, Florida area. Satellite offices are located on each of the other reservations or trust land. The TRIBE also maintains off-reservation offices in Naples, Fort Pierce, Hollywood, and Miami.

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

The terms “Vendor” and “Bidder” are used interchangeably in this document to refer to respondents of this RFP. The term “Contractor” is used in this document to refer to the awarded vendor(s).

### 2. **ADDITIONAL ITEMS AND SERVICES**

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

CONTRACTOR shall work cooperatively, when required, with any additional parties from which these services are obtained.

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

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

**4. CONFIDENTIALITY / NON-DISCLOSURE**

BIDDER shall treat any information contained in this solicitation (or accumulated through other written or oral communication with the TRIBE) as confidential information. Any information provided by the TRIBE to BIDDER in this solicitation is to be used solely to permit BIDDER to reply to the solicitation and BIDDER shall make no other use of the information, inclusive of sharing the information with corporate affiliates and subsidiaries without the prior written consent of the TRIBE. BIDDER shall hold the information contained in this solicitation in strict confidence and the information obtained will not be disclosed to any third-party, vendor affiliate, or subsidiary, without the TRIBE's prior written consent.

**5. NON-EXCLUSIVITY**

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

**6. DISCLOSURE**

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

**7. ADDENDA / REVISIONS TO SOLICITATION**

If it becomes necessary to revise or clarify any part of this solicitation, the TRIBE will modify this solicitation by issuance of written addenda. All addenda will clearly be marked as such and shall become part of the solicitation documents.

**8. BUDGET**

Should the highest scoring bidder have submitted a pricing proposal that is in excess of the allocated and approved budget, as defined by the TRIBE, the TRIBE reserves the right to enter into negotiations with the highest scoring bidder. If the TRIBE and the highest scoring bidder cannot agree upon an acceptable project budget, the TRIBE will move on to the next highest scoring bidder and, if necessary, enter into negotiations. The TRIBE reserves the right to continue this process until a bidder is awarded, which meets the requirement(s) of the TRIBE's allocated and approved budget.

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## SECTION II – SCOPE OF WORK

### 1. PROJECT DETAILS

Details regarding this scope of work, including CONTRACTOR responsibilities, technical requirements, term/duration, etc., are available for BIDDER's review via *Attachment A – Scope of Work*. Bidders are expected to review this document in full to become familiar with the Scope of Work.

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## SECTION III – QUALIFICATIONS REQUIREMENTS

### 1. GENERAL QUALIFICATIONS

Proposals shall be considered only from bidders normally engaged in performing the type of work specified in this solicitation. BIDDER must have adequate organizational resources, facilities, equipment, and personnel to ensure prompt and efficient service to the TRIBE.

At a minimum, qualifying proposals shall demonstrate that BIDDER possesses the qualifications necessary to provide high-quality services. To ensure BIDDER is capable of providing an acceptable level of service to the TRIBE, BIDDER shall meet the following minimum qualifications:

- Be the prime contractor and will only subcontract out work or partner with another firm if explicitly authorized in writing by the TRIBE.
  - The TRIBE must approve in advance any subcontractors related to this work. Bidders must clearly disclose in their bids any known or expected use of subcontractors. Failure to make such disclosure at the time of bid may result in rejection of the subcontractor and the resulting agreement. The TRIBE reserves the right to reject any subcontractors which, in the TRIBE's sole opinion, are unfit to work on this project.
- Hold a current certified license relevant to these services, as described below:
  - The prime contractor and all subcontractors shall meet licensure requirements to perform work in the State of Florida and must provide evidence of State or County licensure, as shown below:
    - Electrical License
- Have a minimum of three (3) years of experience in providing similar services.
- Maintain a fully equipped organization capable, technically and financially, of performing the work required, and has performed similar work in a satisfactory manner.
- Carry and maintain adequate insurance consistent with the requirements listed in *Attachment B – Insurance Requirements*.
- Meet any other requirements outlined in this solicitation.

### 2. PRE-PROPOSAL CONFERENCE (MANDATORY)

A Pre-Proposal Conference has been scheduled for prospective bidders. Details regarding the Pre-Bid Conference are found in the paragraphs below.

#### 2.1. ATTENDANCE AND ATTENDEES:

- **Attendance is mandatory to be eligible for award, and BIDDER must RSVP before the scheduled Pre-Proposal Conference as outlined below.**
- To attend the Pre-Bid Conference, prospective bidders shall be required to RSVP, per the instructions below:
  - Prospective bidders must email the contact person(s) listed in Section IV, Paragraph 1 "Contact Person(s)" by the specified RSVP Deadline and include the following information:

- Full name of attendee
- Email address of attendee
- Direct phone number of attendee
- Prospective bidders shall assign one (1) employee or representative of the prime BIDDER responding to this solicitation to attend the Pre-Proposal Conference to receive credit for attendance. Subcontractors or other individuals (consultants, vendors, etc.) may not attend for the prime BIDDER.
- Due to limited space, the Pre-Proposal Conference will be limited to a maximum of fifteen (15) attendees. Spots will be reserved on a first-come-first-served basis.
- Should the TRIBE receive more than fifteen (15) RSVPs for the Pre-Proposal Conference, the TRIBE will schedule a secondary date and prospective bidders will be notified via an official addendum.
- Prospective bidders who arrive with a guest(s) may be asked to select only one (1) individual from their party to continue and, if refuse, will be asked to leave without receiving credit for attendance.
- A grace period of ten (10) minutes will be allowed for attendees who are late. **Prospective bidders who arrive more than ten (10) minutes late shall be disqualified and shall not be permitted to sign-in and attend the Pre-Proposal Conference.**
- Attendees must stay for the duration of the Pre-Bid Conference and may not leave until they are dismissed by the TRIBE's Project Manager.

## 2.2. MEETING DETAILS:

The date, time, and location of the Pre-Proposal Conference are shown in the table below:

PRE-PROPOSAL CONFERENCE	
Date:	August 11, 2025
Time:	10:00 AM (ET)
Location:	The Seminole Tribe of Florida Headquarters 6300 Stirling Road Hollywood, FL 33024

## 2.3. NOTICE REGARDING LOCATION:

- Due to limited parking, prospective bidders are encouraged to arrive early to secure parking. There are a limited number of spots available within the Hollywood Headquarters gate for visitors.
- Attendees shall respect common parking etiquette and shall not double-park, block another vehicle, block the road, or park on the grass, curb, or other unmarked spaces.
- A shuttle will NOT be available for prospective bidders to board.

## 2.4. QUESTIONS:

- 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.

**2.5. GENERAL:**

- 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.

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## SECTION IV – SUBMISSION REQUIREMENTS & INSTRUCTIONS

### 1. CONTACT PERSON(S)

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

CONTACT PERSON	
Name:	Kamille Gomez
Email:	To: <a href="mailto:KamilleGomez@semtribe.com">KamilleGomez@semtribe.com</a> Cc: <a href="mailto:BidSubmissions@semtribe.com">BidSubmissions@semtribe.com</a>
Phone:	O: (954) 966-6300 x11413 C: (954) 237-9612

Cone of Silence: Bidders 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.

### 2. SUBMISSION REQUIREMENTS

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

- All required exhibits according to Section IV, Paragraph 4 of this solicitation.

Failure to submit all information may result in disqualification or lower ranking due to not meeting these requirements.

Required Attachments and Exhibits provided to BIDDER by the TRIBE shall not be altered by BIDDER and shall only be filled-in as instructed by the TRIBE, unless otherwise instructed by the TRIBE. Bids which include altered files may be disqualified, as determined by the TRIBE.

### 3. SUBMISSION INSTRUCTIONS

Electronic submissions in response to this solicitation must be emailed to the Contact Person(s) listed in Section IV, Paragraph 1 by the Proposal Due Date and time detailed in this solicitation.

- The TRIBE has an email size limit of 15MB per email. Larger files should be split into 15MB emails and sent separately.
- Physical correspondence, flash drives, or any other physical media shall not be accepted. Links to file sharing websites or portals will not be accepted.

The Subject Line of all emailed correspondence from BIDDER to the TRIBE regarding this solicitation will follow the format shown below:

- Subject Line: RFP 36-2025 – [BIDDER's Company Name]
  - If there are multiple emails for your submission, please number them sequentially in the following manner to ensure all emails are received: Submission 1 of 3, Submission 2 of 3, Submission 3 of 3, etc.

Submissions must be clear, concise, organized, legible, and easy to read and navigate. Submissions may be returned to BIDDER and required to be reorganized and resubmitted. Submissions which are deemed by the TRIBE to be illegible or unintelligible may be disqualified.

All parts, pages, figures, and tables should be numbered and labeled clearly. If submitting separate files, the File Name of each submitted attachment and exhibit must include the assigned letter; for example, *Attachment A*'s File Name must state, at a minimum, "Attachment A." BIDDER may include additional information in the File Name, if needed.

In order to fairly evaluate all responses, bidders should not include additional information other than what is asked to be provided. This includes any information related to BIDDER's organization that was not specifically asked to be provided.

#### **4. ATTACHMENTS & EXHIBITS**

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

##### **4.1. ATTACHMENTS:**

<b>Attachment</b>	<b>Description</b>	<b>Submission Instructions</b>
Attachment A	Scope of Work	Review information. No further action needed.
Attachment B	Insurance Requirements	Review information. No further action needed.
Attachment C	Gate & Entrance Requirements	Review information. No further action needed.

##### **4.2. EXHIBITS:**

<b>Exhibit</b>	<b>Description</b>	<b>Submission Instructions</b>
Exhibit A	Schedule of Values	Review all tabs and fill-in required information. Provide two (2) copies of this document, as described below: <ul style="list-style-type: none"> <li>• A filled-in and signed version in PDF format</li> <li>• A filled-in and unsigned version in .xlsx Excel format</li> </ul>
Exhibit C	Qualification Questionnaire	Complete and submit.
Exhibit D	Contractor Certification Regarding Debarment and Suspension	Complete, sign, and submit.
Exhibit E	Non-Collusion Affidavit of Prime Bidder	Complete, sign, and submit.

Exhibit	Description	Submission Instructions
Exhibit F	Proposed Subcontractor List	Complete, sign, and submit. If no subcontractors are expected to be used, please note, sign, and submit.
Exhibit I	List of References	Complete, sign, and submit.
Exhibit K	Firm Certification	Complete, sign, and submit.
Exhibit L	Drug-Free Workplace Form	Complete, sign, and submit.
Exhibit M	Compliance Documents	<p>To be submitted by BIDDER as described below:</p> <ol style="list-style-type: none"> <li>1. A signed copy of BIDDER's existing W-9.</li> <li>2. A copy of BIDDER's Certificate of Insurance.</li> </ol> <p>This file must be clearly labeled as the appropriate exhibit in BIDDER's submission.</p> <p>If BIDDER does not have an existing signed W-9, BIDDER may request a W-9 template from the Contact Person(s).</p>
Exhibit N	Proposed Methodology	<p>To be submitted by BIDDER as described below:</p> <ol style="list-style-type: none"> <li>1. Timeframe for completion of services and ability to meet timeline</li> <li>2. Capacity and availability to complete project</li> <li>3. Location and proximity to service areas</li> </ol> <p>This file must be clearly labeled as the appropriate exhibit in BIDDER's submission.</p>
Exhibit Z	Acknowledgement of Receipt of Addenda	Complete, sign, and submit form <u>ONLY</u> if an addendum has been issued.

## 5. PRICE

Prices stated in proposal responses to this solicitation shall remain fixed and firm for all services to be performed for a minimum period of one hundred eighty (180) calendar days from the Proposal Due Date.

## 6. POST SUBMISSION

Any price adjustments after proposal submission must be requested in writing and approved by the TRIBE.

BIDDER may be required to clarify items related to their submission, which may include but not be limited to verifying submitted information and confirming comprehension of the full requirements of the Scope of Work, and is expected to be responsive. Bidders deemed by the TRIBE to be unresponsive may be disqualified.

BIDDER may be required to submit and/or sign additional documentation, forms, exhibits, etc. after the Proposal Due Date and before the resultant agreement is drafted as a continuation of the solicitation requirements and/or as part of the vendor registration process. Should BIDDER be unable or unwilling to satisfy this requirement, BIDDER may be disqualified.

The TRIBE reserves the right to negotiate any and all submitted pricing, payment terms, warranties, etc. with the BIDDER or selected CONTRACTOR during the evaluation process, drafting phase of the resultant agreement, and/or at a time otherwise determined by the TRIBE.

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## **SECTION V – EVALUATION & SELECTION**

### **1. EVALUATION CRITERIA**

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

The TRIBE shall evaluate all submissions in the order listed below:

- On-time and complete submission (with all required documentation)
- License requirements
- Projected completion date and lead time
- Previous performance at a satisfactory level
  - The TRIBE reserves the right to eliminate any submission should BIDDER have evidence of previous poor or unsatisfactory performance for similar or dissimilar services performed for the TRIBE or other companies.
- Qualification Questionnaire
- Capability to perform the full scope of services.
- Any other relevant factors, as listed in the solicitation
- Pricing versus the market
  - Pricing will be listed from lowest price to highest price for all bidders whose submission meets the minimum requirements listed above

The applicable bid(s) will be eliminated if any of the following apply:

- Any criteria or requirements are incomplete
- Any criteria or requirements are not met
- The required schedule cannot be met
- Any other relevant factor(s) are not met, as determined by the TRIBE

The remaining bid(s) will be evaluated based upon the evaluation criteria identified in the table below and an awardee(s) will be determined:

Evaluation Criteria	Points
<b><u>Methodology:</u></b> Review of proposed methodology, including timeframe for completion of services and ability to meet timeline, capacity and availability to complete project, location and proximity to service areas, subcontractors, and any responses to questions (if applicable).	25
<b><u>Professional Qualifications:</u></b> Capability to perform the full scope of services.	40
<b><u>Pricing:</u></b> Price comparison to industry/market standards: staff-hour and fee estimates for the project, reasonableness of costs, equipment list, and any discounts (if applicable).	35
<b>Total Possible Score:</b> 100	

The bidder(s) with the best overall score will be the apparent awardee(s), pending final review and satisfaction of all requirements regarding the qualifications and documentation. The TRIBE may select one (1) respondent or multiple respondents to provide the solicited services by opting to award based on the highest scored bid per category, location, service type, etc. The TRIBE reserves the right to split award in its sole discretion.

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

## **2. RIGHT TO RESCIND AWARD**

The awarded CONTRACTOR(s) will be required to enter into a formal agreement for these services after award. The TRIBE expects the awardee to suggest minimal revisions to this agreement. The TRIBE reserves the right to rescind an award should the awardee be considered, in the TRIBE's sole opinion, to be inflexible in its agreement negotiations.

## **3. SEMINOLE TRIBAL AND STOFI OWNED BUSINESS PREFERENCE**

The TRIBE encourages its Seminole Tribal Member vendors and STOFI owned businesses to bid on goods and services through the competitive bidding process and will give preference to qualified Seminole Tribal Member and STOFI owned businesses/entities certified by the TRIBE.

In all cases, the Seminole Tribal Member owned business/entity or STOFI owned business/entity must be qualified for the applicable Scope of Work and must be able to demonstrate that the individual or business/entity has the skills and abilities to perform requested tasks in an acceptable manner.

Should bidders or prospective bidders have any questions related to Seminole Tribal Preference, please reach out to the Contact Person(s) listed in this solicitation.

#### **4. HOW SEMINOLE TRIBAL PREFERENCE IS APPLIED**

The following preference rules do not apply to projects over Five Million Dollars (\$5,000,000.00) in value.

For solicitations where the criteria for award or qualification is based on a quantitative scoring analysis, the following Seminole Tribal Preference rules shall apply whether the business/entity is 51% Seminole Tribal Member owned or higher:

- An additional five percentage (5%) points will be allocated to the final combined scoring average/total for each Seminole Tribal Member and STOFI owned business/entity.

#### **5. VENDOR APPLICATION AND REGISTRATION PROGRAM**

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

If not already an approved and registered vendor with the TRIBE, the highest scoring or lowest-priced vendor(s) will be required to submit a completed and fully executed Vendor Application and Registration Form to the TRIBE's Purchasing Department. The highest scoring or lowest-priced vendor(s) shall not initiate this process until requested by the TRIBE's Purchasing Department.

Upon successful completion of an investigation into the past and current activities, associations, and reputation of the applicant, the TRIBE will assign a vendor number and the vendor will be added to its Master Vendor File. The TRIBE may not enter into any business transactions with any vendor whose name does not appear on its Master Vendor File.

Should the highest scoring or lowest-priced vendor(s) be unresponsive or unable to successfully complete the vendor registration process, the TRIBE reserves the right to halt the vendor registration process with the highest scoring or lowest-priced vendor(s) and move onto the next highest scoring or lowest-priced vendor(s). Should the next highest scoring or lowest-priced vendor(s) be unresponsive or unable to complete the vendor registration process, the TRIBE will continue to halt the vendor registration process and move onto the next highest scoring or lowest-priced vendor(s) until a vendor(s) is successfully registered.

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## ATTACHMENT A

### SCOPE OF WORK

#### 1. INTRODUCTION

The TRIBE is requesting proposals from qualified contractors to perform gate inspections and provide preventative maintenance services on the automatic gates throughout the Hollywood Reservation, in accordance with the specifications listed in this solicitation.

#### 2. PROJECT DETAILS

CONTRACTOR shall provide the following services (but not limited to):

- **Verify:**
  - Gate(s) move smoothly without the use of the operator
  - Mounting hardware is secured and aligned
  - Hinges are working smoothly and lubricated properly
- **Inspect:**
  - Belts for cracks, looseness, and deterioration
  - Gate safety sensors
  - Gearbox oil levels
  - In-ground loop wire condition
  - Proper gate speed, timing, and loop sensitivity
- Perform battery test.
- Examine the condition of the arm bracket assembly, if applicable.
- Clean gate area of all debris (dirt, rocks, mud etc.).
- Provide the TRIBE with an inspection report for each inspection outlining any deficiencies and recommendations via email within one (1) week from the inspection date.
  - This report must be on CONTRACTOR's standard inspection checklist or report form.
  - Deficiencies identified by CONTRACTOR may be addressed and corrected by another vendor, as determined by the TRIBE.
  - *Attachment C – Gate & Entrance Requirements* indicates the equipment and operator type needed for each gate.

##### 2.1. ADDITIONAL CONTRACTOR RESPONSIBILITIES:

- CONTRACTOR shall be capable of performing repairs and/or replace gate parts outside the Scope of Work, as needed.
- CONTRACTOR shall perform all work between 8:00 AM and 5:00 PM (ET), Monday through Friday, excluding Tribal holidays.
- CONTRACTOR shall ensure all employees and subcontractors shall be fully and properly clothed in identifiable uniforms while working on the premises or entering any part of the work area.

##### 2.1.1. PERMIT REQUIREMENTS (IF APPLICABLE):

- All work performed under the resultant agreement shall be in strict compliance with the Florida Building Code, industry standards, Occupational Safety and Health Administration (OSHA) regulations, and local municipalities.
- CONTRACTOR shall be responsible for timely obtaining all necessary permits and inspections through appropriate agencies.
  - Contact the TRIBE's Tribal Inspector's Department via email at [buildingdept@semtribe.com](mailto:buildingdept@semtribe.com) for requirements.
  - All new incoming permitting applications shall be sent to the Tribal Inspector's Department by the digital self-service portal: [https://imp.semtribe.com/EnerGov\\_Prod/SelfService](https://imp.semtribe.com/EnerGov_Prod/SelfService). CONTRACTOR shall follow the instructions to register. Once registration has been approved, CONTRACTOR or delegate will be able to log in to use the site.
- CONTRACTOR shall produce all necessary county and local licenses, where applicable.

### 3. **FREQUENCY**

CONTRACTOR shall inspect each gate at a minimum of four times (4x) per year (quarterly) and provide the TRIBE with written documentation (via email) upon the completion of each inspection.

### 4. **TERM**

The resultant agreement is expected to be for a period of three (3) years or as otherwise determined by the TRIBE.

### 5. **LOCATION OF SERVICES**

The services described in this solicitation shall be completed at the locations identified below:

<b>GATE NO.</b>	<b>GATE/ENTRANCE</b>	
1	Bird Gate	
2	Panther Gate	
3	Seminole Big Town Gate	
4	Seminole Park/Otter Gate	
5	Headquarters Bus Entrance	
6	Reservation Emergency Access Gates	64th Avenue and Roosevelt (Stirling)
7		64th Avenue and Charleston Street
8		Josie Billie Avenue and Charleston Street
10		Seminole Winds Apartments
11		26th Street and Maggie Osceola Drive
13	Water Treatment Plant	
14	Seminole Fire Department	
15	Seminole Police Department	

<b>GATE NO.</b>	<b>GATE/ENTRANCE</b>
16	Water Tower
17	Seminole Business Compound
18	Wastewater Treatment Plant
19	Headquarters Main Entrance
20	Betty Mae Jumper Medical Center
21	Cedar Lane Construction Entrance
22	Animal Control Mod

Should an additional location(s) in the Hollywood Reservation require services relevant to this Scope of Work, the TRIBE will notify CONTRACTOR to determine if CONTRACTOR is capable of providing service to the additional location(s).

## ATTACHMENT B

### INSURANCE REQUIREMENTS

The TRIBE reserves the right to modify the insurance requirements listed in this solicitation, as needed.

CONTRACTOR receiving an award, if any, will be requested to procure and maintain insurance coverage throughout the term of service provision from an insurer(s) financially acceptable and lawfully authorized to do business in the state(s) where the TRIBE conducts operations. Such coverage shall protect CONTRACTOR against claims arising from sickness, disease, death or injury to persons, and/or physical damage to tangible property, including loss of use, which may arise from the goods, products, or services provided by the CONTRACTOR, its agents, or its representatives.

#### **Minimum Scope of Insurance**

CONTRACTOR's insurance coverage shall include the following minimum limits and coverage, if applicable:

- I. Commercial General Liability insurance on an occurrence coverage form, at least as broad as the *Insurance Services Office Commercial General Liability Policy form CG 0001* ©, current edition. If CONTRACTOR sells or distributes alcoholic beverages such coverage shall include Liquor or Dram Shop Liability. If CONTRACTOR sells or distributes food or beverage products such coverage shall include claims emanating from food-borne illness. Other than the standard exclusions applicable to pollution, asbestos, mold, employment practices, ERISA and professional liability, there shall be no additional limitations or exclusions beyond those contained in the above referenced policy form applicable to products and contractual liability. In addition to procuring and maintaining this insurance during the duration of the contract, CONTRACTOR agrees to continue to procure and continuously maintain products liability insurance coverage for a minimum of three years after the date the contract is completed or terminated.
- II. Automobile Liability insurance covering liability arising from the use or operation of any auto, including those owned, hired or otherwise operated or used by or on behalf of the CONTRACTOR. The coverage shall be at least as broad as the *Insurance Services Office Business Automobile Policy, form CA 0001* ©, current edition.
- III. Workers' Compensation and Employer's Liability insurance as is required by statute or law, or as may be available on a voluntary basis.
- IV. Professional Liability insurance covering wrongful acts made by or on behalf of the CONTRACTOR. Claims-made coverage is permitted, provided the policy retroactive date is continuously maintained prior to the commencement of professional services rendered to the TRIBE, plus an additional period of three years after such services have been rendered to the TRIBE. If the CONTRACTOR's scope of work includes

environmental engineering or consulting, the coverage required hereunder must not exclude coverage for environmental (professional) services.

### **Minimum Limits of Insurance**

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

1. Commercial General Liability (including umbrella or excess liability): \$1,000,000 per occurrence, bodily injury and property damage liability; \$1,000,000 per offense personal and advertising injury liability; \$1,000,000 products and completed operations policy aggregate and \$2,000,000 policy general aggregate applicable to claims other than products and completed operations.
2. Automobile Liability: \$1,000,000 combined bodily injury and property damage liability per accident for bodily injury and property damage.
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 with respect to liability arising from CONTRACTOR's products, goods, or work or operations performed by or on behalf of CONTRACTOR.
- II. **WAIVERS OF SUBROGATION** – CONTRACTOR agrees to waive all rights of subrogation against the TRIBE and other tenants of the TRIBE, with respect to loss, damage, claims, suits, or demands, howsoever caused:
  - a. To real or personal property, equipment, vehicles, tools, laptops, etc. owned, leased or used by CONTRACTOR, its employees, agents, or subcontractors; and

- b. To the extent such loss, damage, claims, suits, or demands are covered, or should be covered, by the required insurance or any other insurance maintained by the CONTRACTOR. This waiver shall apply to all first party property, equipment, vehicle and worker's compensation claims, and all third party liability claims, including deductibles or retentions, which may be applicable thereto. The CONTRACTOR agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the TRIBE. CONTRACTOR further agrees to hold harmless and indemnify the TRIBE for any loss or expense incurred as a result of CONTRACTOR's failure to obtain such waivers of subrogation from CONTRACTOR's insurers.

- III. NOTICE OF CANCELLATION – Each insurance policy shall be endorsed to require Insurer(s) to provide thirty (30) days' written notice to the TRIBE by certified mail, return receipt requested, prior to any suspension, cancellation or non-renewal of the required insurance.

### **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A- VII, unless otherwise approved by the TRIBE.

### **Verification of Coverage**

CONTRACTOR shall furnish the TRIBE with a certificate of insurance evidencing the required coverage prior to the delivery of product, goods or services to the TRIBE. The certificates are to be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Renewal certificates are to be provided to the TRIBE prior to the expiration of the required insurance policies. As an alternative to a certificate of insurance, CONTRACTOR's broker or insurer may provide complete, certified copies of all required insurance policies, including endorsements necessary to affect coverage required by these specifications.

**ATTACHMENT C**  
**GATE & ENTRANCE REQUIREMENTS**  
**(Attached separately as .xlsx)**

**EXHIBIT A**  
**SCHEDULE OF VALUES**  
**(Attached separately as .xlsx)**

**EXHIBIT C**  
**QUALIFICATION QUESTIONNAIRE**

**(Attached separately as .xlsx)**

**EXHIBIT D****CONTRACTOR CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

The undersigned as an officer and an authorized representative of Contractor certifies that Contractor and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Business Name: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_ I am unable to certify to the above statements. My explanation is attached.

**EXHIBIT E****NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

The Bidder hereby declares that the undersigned is the person or persons responsible within the firm for the final decision as to the price(s) and amount of this bid and the Bidder further declares that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause, or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any other firm or person to submit a complementary bid.
5. The Bidder has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other firm or person, or offered, promised, or paid cash or anything of value to any other Bidder or person, whether in connection with this or any other project, in consideration for an agreement or promise by any other firm or person to refrain from bidding or to submit a complementary bid on this project.
6. The Bidder has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any other firm or person, and has not been promised or paid cash or anything of value by any other firm or person, whether in connection with this or any other project, in consideration for the firm's submitting a complementary bid, or agreeing to do so, on this project.
7. The Bidder has made a diligent inquiry of all members, officers, employees, and agents of the Bidder with responsibilities relating to the preparation, approval or submission of the firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made in this Declaration.

Business Name: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT F****PROPOSED SUBCONTRACTOR LIST**

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

COMPANY NAME	SPECIALTY

Business Name:

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Signature of Authorized Representative:

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Print Name:

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Title:

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Date

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**EXHIBIT I**  
**LIST OF REFERENCES**

Provide the required information for a minimum of three (3) separate and verifiable references.

1. Reference 1:
  - a. Name \_\_\_\_\_
  - b. Address \_\_\_\_\_
  - c. Phone Number \_\_\_\_\_
  - d. Email Address \_\_\_\_\_
  
2. Reference 2:
  - a. Name \_\_\_\_\_
  - b. Address \_\_\_\_\_
  - c. Phone Number \_\_\_\_\_
  - d. Email Address \_\_\_\_\_
  
3. Reference 3:
  - a. Name \_\_\_\_\_
  - b. Address \_\_\_\_\_
  - c. Phone Number \_\_\_\_\_
  - d. Email Address \_\_\_\_\_

Business Name: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT K**

**FIRM CERTIFICATION**

I/we make the following certifications and assurances as a required element of this solicitation, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract:

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. I/we understand that the Seminole Tribe of Florida will not reimburse me/us for any costs incurred in the preparation of this proposal.
3. I/we agree that submission of the attached qualifications constitutes acceptance and understanding of the solicitation contents.
4. No attempt has been made or will be made by the Firm to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
5. I/we grant the Seminole Tribe of Florida the right to contact references and others who may have pertinent information regarding the ability of the Respondent and the lead staff person to perform the services contemplated by this proposal.

On behalf of the firm submitting this proposal, I hereby certify the above statements:

Business Name: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT L****DRUG-FREE WORKPLACE FORM**

The undersigned Bidder, does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under procurement a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or no contest to, any violation of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

\_\_\_\_\_ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

\_\_\_\_\_ As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

Business Name:

\_\_\_\_\_

Signature of Authorized Representative:

\_\_\_\_\_

Print Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date

\_\_\_\_\_

**EXHIBIT M**  
**COMPLIANCE DOCUMENTS**  
**(To be submitted by BIDDER)**

**EXHIBIT N**  
**PROPOSED METHODOLOGY**  
**(To be submitted by BIDDER)**

**EXHIBIT Z****ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

Respondent acknowledges receipt of the following Addenda:

<b>ADDENDUM NO.</b>	<b>RESPONDENT INITIALS</b>
Addendum No. 1	
Addendum No. 2	
Addendum No. 3	
Addendum No. 4	
Addendum No. 5	
Addendum No. 6	
Addendum No. 7	
Addendum No. 8	

If an Addendum was NOT released as part of this solicitation, *Exhibit Z* is NOT required.

COMPANY NAME: \_\_\_\_\_

BY (PRINT): \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_