

### SEMINOLE TRIBE OF FLORIDA INVITATION TO BID

Solicitation No:	ITB 19-2023
Title:	Seminole Estates Clubhouse Landscape Beautification Project (Hollywood Reservation)
Description:	The Seminole Tribe of Florida's Building and Grounds Department is requesting bids from qualified Seminole Tribal Members to provide landscape beautification services at the Seminole Estates clubhouse located on the Hollywood Reservation as outlined in this solicitation.
Term/Duration:	Lump sum fixed fee contract with all work to be completed within sixty (60) calendar days from issuance of a Purchase Order.
Solicitation Release Date:	March 21, 2023
Pre-Bid Meeting:	March 28, 2023 @ 11:00 AM (ET) (MANDATORY) 220 Escom Lane Hollywood, Florida 33024
Deadline for Questions*:	April 4, 2023 @ 5:00 PM (ET)
Bid Due Date:	April 11, 2023 @ 5:00 PM (ET)
Contact Person(s)*	Send all questions and bids to the following e-mail addresses:
	BidSubmissions@semtribe.com CC: Trecia Demby, Administrator <u>TreciaDemby@semtribe.com</u>

Submission Requirements: Email to the contact person(s) above.

#### \*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.

The Seminole Tribe of Florida (the "Tribe") is requesting bids from Seminole Tribal Members to provide pricing for Landscape Beautification services of the Seminole Estates Clubhouse in the Hollywood Reservation per the following specifications.

There will be a **Mandatory** pre-bid meeting to be held on March 28, 2023 @ 11:00 AM (ET). The pre-bid meeting will be held at 220 Escom Lane Hollywood, Florida 33024. **In order to be eligible for award, interested bidders must attend the pre-bid meeting.** 

### • <u>Scope of Work /Requirements:</u>

• Contractor is solely responsible for the removal and disposal of the existing landscaping and plants and the purchase and installation of all new landscaping illustrated in the images below and the specified items listed in Exhibit A- Schedule of Values.

### • **<u>Pricing and Qualification Criteria:</u>**

- Pages 7-14 are images of the existing areas where services will be provided, which include simulated images of the beautification project with the specified plants and mulch.
- All labor, plants, mulch, required equipment and materials are to be furnished by the Bidder.
- All work to be completed within sixty (60) calendar days from the receipt of a Purchase Order. When submitting bids, Bidder must provide their estimated completion time in working days. The Tribe reserves the right to exclude the lowest priced bid(s) if they cannot meet the required timeline specified.
- Bidder must submit their bid by completing Exhibit A- Schedule of Values and submit it via e-mail to <u>BidsSubmissions@semtribe.com</u> with a carbon copy to Trecia Demby <u>TreciaDemby@semtribe.com</u> on or before 5:00 PM (ET) on April 11, 2023. Bids received after this time will not be considered for award. If Bidder is unable to deliver Exhibit A- Schedule of Values via e-mail, please contact Trecia Demby at 954-966-6300 Ext. 11372 to coordinate delivery of the bid prior to the due date listed above.
- The lowest priced, qualified Bidder will be awarded, so long as they can meet the specified project timeframe listed above.
- To be eligible for award, Bidder must have at least five (5) years' experience providing landscaping services and be actively licensed/registered with the State of Florida Department of State.
- The Tribe reserves the right to cancel this solicitation or modify the scope at any time.

### • <u>Contractor's Responsibilities:</u>

• The Contractor shall supply all equipment necessary for the total completion of the required Scope of Work. The Contractor shall also supply any additional labor, materials and equipment necessary for the safe delivery of the equipment to the Tribe's facility as specified in this Scope of Work.

- The Contractor shall be responsible for and use care in the protection of the Tribes' property, and shall protect other areas not in this scope of work from dirt or damage. If such damage occurs, the Contractor shall be solely responsible for the restoration of such damages as the result of the Contractor's or any employees of the contractor, except as noted below.
- The Contractor shall work with the project manager to arrange for all automobiles and other vehicles to be removed from the delivery area to safeguard against possible damage.
- All work shall be performed in a skillful manner by Contractor and shall be carried out in such a way as to minimize any inconvenience to the Tribe. The Contractor shall maintain a full work force from the start to the completion of the project. The Contractor shall ensure that all of their employees shall be fully and properly clothed in identifiable uniforms while working on the premises or entering, any part of the work area.

### • <u>Tribe's Responsibilities:</u>

- The Tribe shall provide water and electric service for the Contractor's use, where possible. Use of sanitary facilities shall be by mutual consent.
- The Tribe shall be responsible to remove or protect loose objects in the work area that are not included in this scope of work. If such items are not removed, the Contractor shall exercise due diligence to protect any such items, but will not be responsible for any damages. The Tribe shall be responsible for providing proper parking space for vehicles.

### • Insurance Requirements:

Contractor receiving an award, if any, will be required to procure and maintain insurance coverage throughout the term of the agreement.

### Minimum Scope of Insurance

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

• 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 Contractors 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, Contractors agrees to continue to procure and continuously

maintain products liability insurance coverage for a minimum of three (3) years after the date the contract is completed or terminated.

- 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.
- Workers' Compensation and Employer's Liability insurance as is required by statute or law, or as may be available on a voluntary basis.
- Professional Liability insurance covering wrongful acts made by or on behalf of the Contractors. 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 (3) 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 required by law or statute):

- 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.
- Automobile Liability: \$1,000,000 combined bodily injury and property damage liability per accident for bodily injury and property damage.
- Employer's Liability: \$500,000 accident for bodily injury by accident or disease, including \$500,000 disease aggregate.

### **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:

- 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.
- 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:
- To real or personal property, equipment, vehicles, tools, laptops etc. owned, leased or used by Contractor, it's employees, agents or subcontractors; and 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.
- 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.

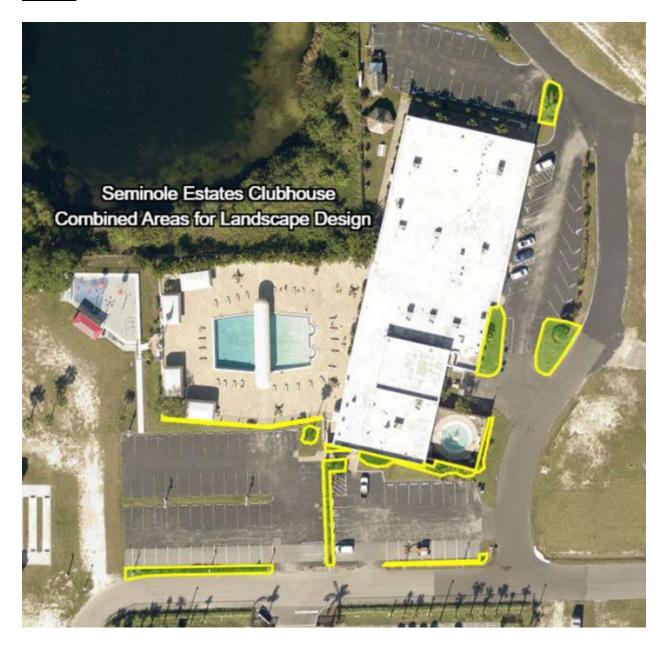
### Verification of Coverage:

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

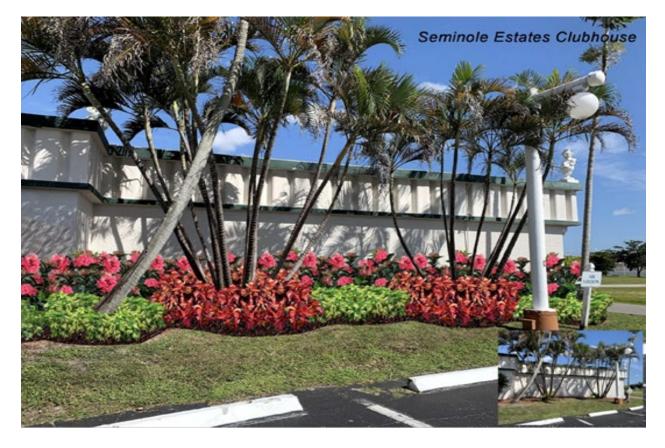
of all required insurance policies, including endorsements necessary to affect coverage required by these specifications.

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Images:















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