

SEMINOLE TRIBE OF FLORIDA REQUEST FOR PROPOSAL

SEMINOLE TRIBAL MEMBER LAWN CARE VENDORS ONLY

Solicitation No.:	RFP 35-2025	
Title:	Pre-Hurricane Tree Trimming (Tribal-wide)	
Description:	The Building & Grounds Department of the Seminole Tribe of Florida is requesting proposals from qualified Seminole Tribal Member vendors for tree trimming and removal services Tribal- wide.	
Solicitation Release Date:	June 25, 2025	
Deadline for Questions*:	July 2, 2025 @ 5:00 PM (ET)	
Proposal Due Date:	July 9, 2025 @ 5:00 PM (ET)	
Contact Person(s)*:	<u>To: MarianJamaleddine@semtribe.com</u> <u>Cc: BidSubmissions@semtribe.com</u> 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. <u>BACKGROUND</u>

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 seven (7) Seminole Indian Reservations in the State of Florida in Big Cypress, Brighton, Hollywood, Immokalee, Tampa, Lakeland 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, Tampa, 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.

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. <u>CONFIDENTIALITY / NON-DISCLOSURE</u>

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. <u>NON-EXCLUSIVITY</u>

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. <u>BUDGET</u>

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. <u>GENERAL QUALIFICATIONS</u>

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 a current registered and active Seminole Tribal Member Vendor with the TRIBE.
- Be the prime contractor and will not subcontract out any work or partner with another firm.
- Hold a current certified license relevant to these services, as described below:
 - Certified Arborist, certified by the International Society of Arboriculture Arborists (ISA); <u>or</u>
 - Registered Consulting Arborist with the American Society of Consulting Arborists (ASCA).
- 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. <u>PRE-PROPOSAL WALKTHROUGH (OPTIONAL)</u>

A Pre-Proposal Walkthrough has been provided to prospective bidders. Details regarding the Pre-Proposal Walkthrough are found in the paragraphs below.

2.1. SCHEDULING AND ATTENDEES:

- Scheduling is optional and is not required to be eligible for award.
 - BIDDER may schedule and attend a Pre-Proposal Walkthrough to occur on or before the Deadline for Questions to be eligible for award.
- To schedule the Pre-Proposal Walkthrough, prospective bidders shall be required to schedule, per the instructions below:
 - Prospective bidders must email the Contact Person(s) listed in Section III, Section 2.2. "Walkthrough Details" by the specified scheduling 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 Walkthrough. Subcontractors or other individuals (consultants, vendors, etc.) may not attend for the prime BIDDER.
- Prospective bidders who arrive with a guest(s) will 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.

2.2. WALKTHROUGH DETAILS:

The location and contact person(s) of the Pre-Proposal Walkthrough are shown in the table below.

BIDDER must contact the following individual(s) to schedule a Pre-Proposal Walkthrough:

Location:	Big Cypress, Immokalee, and Naples	
Name:	Ricardo Martinez	
Phone:	(863) 902-3200 x13360	
Email:	To: <u>RicardoMartinez@semtribe.com</u>	
	Cc: MarianJamaleddine@semtribe.com; BidSubmissions@semtribe.com	

Location:	Brighton and Fort Pierce	
Name:	Jody Goodman and/or Shelley Hughes	
Phone:	Jody Goodman: (863) 763-4128 x15439	
	Shelley Hughes: (863) 763-4128 x15416	
Email:	To: JodyGoodman@semtribe.com; ShelleyHughes@semtribe.com	
	Cc: MarianJamaleddine@semtribe.com; BidSubmissions@semtribe.com	

Location:	Hollywood		
Name:	Selena Harris and/or Edward Furnas		
Phone:	Selena Harris: (954) 966-6300 x11780		
	Edward Furnas: (954) 966-6300 x11206		
Email:	To: SelenaHarris@semtribe.com; EdwardFurnas@semtribe.com;		
	Cc: MarianJamaleddine@semtribe.com; BidSubmissions@semtribe.com		

Location:	Lakeland and Tampa		
Name:	Jody Goodman and/or Charles Thompson		
Phone:	Jody Goodman: (863) 763-4128 x15439		
	Charles Thompson: (954) 966-6300 x19326		
Email:	To: JodyGoodman@semtribe.com; CharlesThompson@semtribe.com		
	Cc: MarianJamaleddine@semtribe.com; BidSubmissions@semtribe.com		

2.3. QUESTIONS:

- **BIDDER(s)** may not ask questions during the Pre-Proposal Walkthrough(s).
- Questions must be submitted to the Contact Person(s) listed in Section IV, Paragraph 1 "Contact Person(s)" in writing by the Deadline for Questions to receive a formal written response .
- All questions submitted by prospective bidders will be answered via an official addendum to ensure all prospective bidders have access to the TRIBE's answers.

2.4. 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. <u>CONTACT PERSON(S)</u>

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

CONTACT PERSON		
Name:	Marian Jamaleddine	
Email:	To: MarianJamaleddine@semtribe.com	
	Cc: BidSubmissions@semtribe.com	
Phone:	O: (954) 966-6300 x11192	
	C: (954) 237-9621	

<u>Cone of Silence</u>: 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. <u>SUBMISSION REQUIREMENTS</u>

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

- <u>Attachments & Exhibits Checklist</u> BIDDER must initial next to each attachment and exhibit listed in the two (2) tables in Section IV, Paragraph 4, to confirm BIDDER's submission includes each applicable completed form.
- All required exhibits according to Section IV, Paragraph 4 of this solicitation.

Failure to submit <u>all</u> 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.

BIDDER is not required to bid on all reservations to be eligible for award and may choose to bid on one (1) or multiple reservations; however, BIDDER must include pricing for all locations in the reservation(s) BIDDER is bidding on. For example: bidders submitting a bid for Brighton are required to include all locations on the Brighton Reservation.

3. <u>SUBMISSION INSTRUCTIONS</u>

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 <u>not</u> be accepted. Links to file sharing websites or portals will <u>not</u> be accepted.

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

- <u>Subject Line:</u> RFP 35-2024 [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, *Exhibit A's* File Name must state, at a minimum, "Exhibit A." BIDDER may include additional information in the File Name, if needed.

In order to fairly evaluate all responses, bidders should <u>not</u> 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. <u>ATTACHMENTS & EXHIBITS</u>

BIDDER must initial next to each Attachment and Exhibit listed in the tables below to confirm BIDDER reviewed all Attachments and submitted all required Exhibits.

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

Attachment	Description	Submission Instructions	BIDDER's Initials
Attachment A	Scope of Work Review information. Initial in next cell to confirm this document has been reviewed. No further action needed.		
Attachment B	Insurance Requirements Review information. Initial inext cell to confirm the document has been reviewed. No further action needed.		

4.1. ATTACHMENTS:

4.2. EXHIBITS:

Exhibit	Description	Submission Instructions	BIDDER's Initials
Exhibit A	Schedule of Values	 Review all tabs and fill-in required information. Provide two (2) copies of this document, as described below: A filled-in and signed version in PDF format A filled-in and unsigned version in .xlsx Excel format 	
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 G	Acknowledgement of Project Conditions	Sign and submit.	
Exhibit H-1	List of Recently Completed Projects and Contract Amounts	Complete, sign, and submit.	
Exhibit H-2	List of Past Experience with the Tribe	Complete, sign, and submit. If no past experience with the TRIBE, 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	 To be submitted by BIDDER as described below: A copy of licenses, certificates, or registrations, as defined in this solicitation. This file must be clearly labeled as the appropriate exhibit in BIDDER's submission. 	
Exhibit N	Employee List	To be submitted by BIDDER as described below:	

Exhibit	Description	Submission Instructions	BIDDER's Initials
		• A list of all employees currently on staff who will be onsite and assigned to perform these services.	
		This file must be clearly labeled as the appropriate exhibit in BIDDER's submission.	
Exhibit Z	Acknowledgement of Receipt of AddendaComplete, sign, and submit form ONLY if an addendum has been issued.		

5. <u>PRICE</u>

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 and 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
- 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.
- Statement of Qualifications or Qualification Questionnaire
- Current and pending workload with the TRIBE performing similar and dissimilar services, and capability to take on additional responsibilities without negatively impacting existing opportunities
- 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
Pricing: Pricing against market pricing and industry standards.	30
<u>Company Size:</u> The number of employees that will be used to determine if BIDDER can cover multiple reservations or zones.	25
<u>Proximity to Reservation(s)</u> : The distance between BIDDER's main office location and the reservation(s) they are bidding on.	20

Equipment List: An equipment list will be utilized to determine if BIDDER has the required equipment to perform the work for the reservation(s) or zone(s) they are bidding on.	10
Years of Experience: BIDDER's experience, capabilities, and past performance in providing these types of services.	15
Total Possible Score:	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. <u>RIGHT TO RESCIND AWARD</u>

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.

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ATTACHMENT A

SCOPE OF WORK

1. INTRODUCTION

The TRIBE is requesting proposals from qualified Seminole Tribal Member Vendors to trim and remove trees Tribal-wide to include on and off-reservation properties, in accordance with the specifications listed in this solicitation.

2. <u>PROJECT DETAILS</u>

CONTRACTOR shall perform the following services:

2.1. TREE TRIMMING AND REMOVAL:

- Trim hardwood, pines, and palm trees per code.
- Crown hardwood trees and report trees in need of removal due to disease and/or decay.
- Remove poison ivy from hardwoods at locations specified within *Exhibit A Schedule of Values*.
- Trimming includes the following:
 - Removal of fruit, if applicable.
 - Removal of all seed pods and stems and tightening up of boots.
 - One (1) root system equals one (1) palm
- Any tree removal needed must include complete root removal and/or stump grinding.
 - \circ Open hole(s) to be filled in, as needed.

2.2. ADDITIONAL CONTRACTOR RESPONSIBILITIES:

CONTRACTOR shall ensure:

- There is no use of subcontractors for any portion of this Scope of Work.
- There is a licensed Arborist on staff and remaining on the job site at all times while work is being performed.
- Equipment rental and use, trimming overhanging branches, and disposal of all plant matter or anything else related to tree trimming/removal is priced within BIDDER's costs for services.
- CONTRACTOR's progress will be monitored by the TRIBE's Facility Manager or designated staff, which may be present on the work site at any time during the contracted work period.
- The TRIBE's Facility Manager shall be consulted prior to trimming or removing any items that are not outlined in the Scope of Work, including but not limited to, trimming or removal of entire trees and altering of trimming resulting from Tribal Member request.

- To avoid damage to Tribal structure and infrastructure, CONTRACTOR shall perform work under the guidelines of power line operation, Florida Best Management Practices (BMP) for arborist and traffic management.
- All equipment used shall be maintained in good repair and operating condition at all times, remain in compliance with all federal, state, and local vehicle regulations, meet Occupational Safety and Health Administration (OSHA) safety standards as established for that piece of equipment, be operated and maintained in accordance with the manufacturer's recommendations, and be equipped with all appropriate safety guards, as specified by the manufacturer.
- CONTRACTOR shall take appropriate precautions to avoid damage to buildings, vehicles, and other properties, as well as people.
 - Appropriate precautions may require use of special practices to secure and lower cut branches and to temporarily restrict vehicular and pedestrian access to work sites.
- CONTRACTOR shall be responsible in identifying the location of utility lines.
 - All damage to or injury from utility lines is the sole liability of CONTRACTOR.
 - Irrigation lines and sprinkler heads damaged by CONTRACTOR shall be repaired by CONTRACTOR and/or subtracted from amount owed to CONTRACTOR.
- CONTRACTOR shall ensure that the work site(s) remain clean on a daily basis and will ensure that the site remains clean at the end of each workday.
 - CONTRACTOR shall remove and dispose of debris piles from sidewalks, all paved areas, and pedestrian access areas by the end of each day.
 - Buildings and landscape shall be left in clean condition with very little to no vegetative material left on-site once trimming operations have been completed for the site by the end of each day.
 - Methodology shall be concurrent with Florida Arborist standards and Florida BMP for transporting and disposal of cut material will be followed to ensure proper disposal of debris.
- Upon completion of work, the entire work site shall be restored at CONTRACTOR's sole expense, to include repairing sod and any paving, structures, or other site features that were damaged by CONTRACTOR during the project. This shall also include smoothing out and leveling depressions created by loaders, forklifts, etc.
- CONTRACTOR shall at their own expense repair, replace, or otherwise restore to original condition all property damaged as a result of any activity by CONTRACTOR, to the satisfaction of the TRIBE.
 - This includes but is not limited to soil grade disturbance resulting from heavy equipment/stump removal, pavement surfaces, turf areas, mixing zones, fabricated structures, and/or equipment.
 - Any damage to property that may result in collateral damage (i.e. damage to roofing tiles) shall be repaired at CONTRACTOR's expense immediately after the TRIBE discovers damage.
- CONTRACTOR shall conduct all work from 8:00 AM to 5:00 PM (ET), Monday through Friday (excluding Tribal holidays), unless otherwise approved with a minimum of three (3) business days advanced notice by the TRIBE's Facility Manager.
- 2.2.1. COMPLIANCE REQUIREMENTS:

- All work performed under the resultant agreement shall be in strict compliance with the Florida Building Code, industry standards, OSHA regulations, and local municipalities.
- CONTRACTOR shall produce all necessary county and local licenses, where applicable.

3. LOCATION OF SERVICES

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

BIG CYPRESS and ST. MCDANIEL'S RANCH		
ZONE	LOCATION	ON/OFF RESERVATION
1	Big Cypress: Frank Billie Field Office	ON
1	Big Cypress: Youth Home	ON
1	Big Cypress: Boys And Girls Club	ON
1	Big Cypress: Medical Clinic	ON
1	Big Cypress: TPK Building	ON
1	Big Cypress: Elders Laundry	ON
1	Big Cypress: Cemetery	ON
1	Big Cypress: Fitness Trail	ON
1	Big Cypress: Housing Office	ON
1	Big Cypress: Cattle & Range	ON
1	Big Cypress: Public Safety	ON
1	Big Cypress: Gym	ON
1	Big Cypress: Ahfachkee School	ON
1	Big Cypress: Wildlife	ON
1	Big Cypress: Museum / Parking Lot	ON
2	Big Cypress: Safari	ON
2	Big Cypress: RV Park	ON
3	St. McDaniel's Ranch: Pond House	OFF
3	St. McDaniel's Ranch: Two Story House	OFF
3	St. McDaniel's Ranch: Main House	OFF
3	St. McDaniel's Ranch: Hunting Lodge	OFF
3	St. McDaniel's Ranch: Horse Barn	OFF
	IMMOKALEE	
ZONE	LOCATION	ON/OFF RESERVATION
1	Immokalee: Admin Office	ON
1	Immokalee: Boys & Girls Club	ON
1	Immokalee: Bus Stops	ON
1	Immokalee: Medical Center/CBH	ON
1	Immokalee: Preschool/Community Ctr.	ON
1	Immokalee: Ball Field	ON

1	Immokalee: Church/Fellowship Hall	ON
1	Immokalee: 4H	ON
1	Immokalee: Rodeo Grounds	ON
1	Immokalee: Public Safety Complex (SPD)	ON
1	Immokalee: Old Culture Village	ON
1	Immokalee: New Culture Camp	ON
1	Immokalee: Preschool Retention Pond	ON
1	Immokalee: 4H Lift Station Grounds	ON
1	Immokalee: Old CBH	ON
2	Immokalee: Indian Camp Entrance	OFF
2	Immokalee: Brick House	OFF
2	Immokalee: White House	OFF
2	Immokalee: Trailer	OFF
2	Immokalee: Pole barn	OFF
	NAPLES	
ZONE	LOCATION	ON/OFF RESERVATION
1	Naples: Plover Property	OFF
	BRIGHTON	
ZONE	LOCATION	ON/OFF
		RESERVATION
1	Drighton Dublic Sofety & Admin Dldg	
1	Brighton: Public Safety & Admin Bldg.	ON
1	Brighton: Senior Center & Backfield	ON ON
1 2	Brighton: Senior Center & Backfield Brighton: Gym	ON ON ON
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4	Brighton: Rainbow Road	ON
4	Brighton: Knots Landing Cul De Sac	ON
4	Brighton: Stonebeads	ON
	FORT PIERCE	
ZONE	LOCATION	ON/OFF RESERVATION
1	Fort Pierce: Chupco Landing	ON
1	Fort Pierce: Community Center	ON
1	Fort Pierce: Common Area	ON
2	Fort Pierce: Chupco Youth Ranch	OFF
_	TAMPA and LAKELAND	
		ON/OFF
ZONE	LOCATION	RESERVATION
1	6401 N. Harney Rd., Tampa, FL 33601	OFF
2	9025 Seminole Wind Ave., Lakeland, FL 33809	ON
2	Community Center 9075 Seminole Wind Rd., Lakeland, FL 33809	ON
3	Scandinavia Parcel Scandinavia Blvd., Lakeland, FL 33809	OFF
	HOLLYWOOD	
ZONE	LOCATION	ON/OFF RESERVATION
1	Hollywood: Headquarters	ON
1	Hollywood: 64th Avenue	ON
1	Hollywood: Horseshoe	ON
2	Hollywood: Dorothy Smith Osceola (DSO)/Senior Center	ON
2	Hollywood: Classic Gym/Howard Tiger	ON
2	Hollywood: Vacant Lot on 3006 Josie Billie Ave	ON
2	Hollywood: New Cemetery	ON
2	Hollywood: Howard Tiger Parking	ON
2	Hollywood: Osceola Circle	ON
2	Hollywood: Josie Billie	ON
2	Hollywood: Water Treatment Plant	ON
3	Hollywood: Howard Tommie	ON
3	Hollywood: Frank Shore Ct	ON
3	Hollywood: James Billie	ON
3	Hollywood: HTRC North of Baseball Field	ON
3	Hollywood: Mary Osceola Dr	ON
3	Hollywood: Billy Osceola	ON
3	Hollywood: Ada Tiger Court	ON
3	Hollywood: Maggie Osceola Way	ON
3	Hollywood: Estates Along W Side of Bldg.	ON
		ON
3	Hollywood: 4-H	UN

3	Hollywood: Betty Mae Jumper Medical Complex	ON
3	Hollywood: Waste Water Treatment Plant	ON
3	Hollywood: Rodeo Grounds	ON
3	Hollywood: New Warehouse	ON
4	Hollywood: 63 Ave	ON
4	Hollywood: 30th St	ON
4	Hollywood: 32nd St	ON
4	Hollywood: 33rd St	ON
4	Hollywood: 34th St	ON
4	Hollywood: 35th St	ON
4	Hollywood: 36th St	ON
4	Hollywood: 37th St	ON
4	Hollywood: Donna Dr./E/W	ON
4	Hollywood: Priscilla Sayen Way	ON
5	Hollywood: Seminole Park/Sunset Drive	ON
5	Hollywood: B&G Warehouse	ON
5	Hollywood: Okalee Village	ON
5	Hollywood: Parkway Lane	ON
5	Hollywood: Estates (NW side of fields)	ON
5	Hollywood: Estates (NE side of fields)	ON
5	Hollywood: Osceola Drive	ON
5	Hollywood: B&G Modular	ON
6	Hollywood: TCD Building	OFF
6	Hollywood: Stirling Plaza	OFF

4. <u>PERIOD OF PERFORMANCE</u>

- CONTRACTOR shall not commence work until a Purchase Order (PO) or Notice to Proceed (NTP) (email sufficient) has been issued to CONTRACTOR by the TRIBE.
- All work shall commence within seven (7) calendar days of receipt of PO or NTP and shall be performed and completed within thirty (30) calendar days.

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.

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 G

ACKNOWLEDGEMENT OF PROJECT CONDITIONS

The Contractor acknowledges that no representations as to the work have been made by the Owner, the Project Engineer or by any one on the Owner's behalf, except as in this Contract expressly set forth. The Contractor warrants and represents that it has visited the site of the proposed work, that it has familiarized itself with existing conditions and the character of the operations to be carried on the Project per the requirements of the design documents and that it fully understands the facilities, difficulties and restrictions attending the execution of the Work under the Contract; the Contractor acknowledges that it has examined the Project and applicable regulatory requirements and from its own investigations has satisfied itself as to the nature and location of the Work, the general and local conditions, and all matters which may in any way affect the Work or its performance and the Contractor agrees that it will not make any claim for or have any right to, damages because of any misinterpretation or misunderstanding of the Contract or because of any lack of information or because of any incorrect information or inaccuracies contained or conveyed by any borings or by any diagrams, drawings, surveys, maps or samples, or by reason of any conditions (subsurface of otherwise) at the site which are not disclosed thereby unless such conditions could not have been discovered by a legitimate investigation of Contractor. The Contractor further acknowledges that any estimate of qualities set forth in this Contract is approximate, that the quantity of labor and materials requisite to complete its work may be more or less than estimated and that no action for damages shall accrue to the Contractor by reason of such difference if any in the absence of a written change order.

Acknowledged and signed by:

Signature

Print Name

Date

EXHIBIT H-1

LIST OF RECENTLY COMPLETED PROJECTS AND CONTRACT AMOUNTS

Provide the required information for a minimum of three (3) separate, verifiable projects. The work listed must be similar in nature to that specified in the solicitation.

1. Client Name:

. .		······
	a.	Client Address
	b.	Client Phone
	c.	Contact Person
	d.	Project Name
	e.	Location of Project
	f.	Description of Project
	g.	Project Performance Date
	h.	Contract Amount:
•		
2.	Client Na	
	a.	Client Address
	b.	Client Phone
	c.	Contact Person
	d.	Project Name
	e.	Location of Project
	f.	Description of Project
	g.	Project Performance Date
	-	-

Contract Amount: h.

3. Client Name:

- Client Phone b.
- Contact Person _____ c.
- d.
- Project Name ______ Location of Project _____ e.
- f.
- Description of Project ______ Project Performance Date _____ g.
- Contract Amount: h.

Business Name:

Signature of Authorized Representative:

Print Name:

Title:

Date

EXHIBIT H-2

LIST OF PAST EXPERIENCE WITH THE TRIBE

SECTION I:

Bidders must select one of the following options and complete the form as instructed.

- Firm DOES have experience with the Tribe. (Continue to Section II). \square
- Firm does NOT have experience with the Tribe. (Skip to Section III).

SECTION II:

List previous experience with the Tribe and provide the information requested below for each experience.

Experience #1:

- 1. Select one:
 Pending project /
 Completed project

- 4. Contact Phone and/or Email:
- 5. Project Location: _____
- 6. Description of Project:
- 7. Project Performance Date:

Experience #2:

- 1. Select one:
 Pending project /
 Completed project
- 2. Project Name: _____
- 3. Contact Person:
- 4. Contact Phone and/or Email:
- 5. Project Location:
- 6. Description of Project: _____
- 7. Project Performance Date:

Experience #3:

- 1. Select one:
 Pending project /
 Completed project
- 2. Project Name: _____
- 3. Contact Person:
- 4. Contact Phone and/or Email:
- 5. Project Location:
- 6. Description of Project:
- 7. Project Performance Date:

SECTION III:

Business Name:	
Signature of Authorized Representative:	
Print Name:	
Title:	
Date	

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.	Refere	nce 2:
	a.	Name
	b.	Address
	c.	Phone Number
	d.	Email Address
3.	Refere	nce 3.
5.	a.	Name
	b.	Address
	c.	Phone Number
	d.	Email Address
Business Na	me:	
Signature of	Author	zed Representative:
Print Name:		
Title:		

Page 31 of 36

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

EMPLOYEE LIST

(To be submitted by BIDDER)

EXHIBIT Z

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

Respondent acknowledges receipt of the following Addenda:

ADDENDUM NO.	RESPONDENT INITIALS
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:	