



SEMINOLE TRIBE OF FLORIDA REQUEST FOR PROPOSAL

Solicitation #: RFP 27-2022

Title: Invasive Species Treatment

Description: The Seminole Tribe of Florida's Environmental Resource Management Department (ERMD) is requesting proposals from qualified vendors to provide services for the control of invasive exotic plant species on multiple Seminole Indian Reservations and Tribal owned properties.

Term/Duration: Three (3) years

Solicitation Release Date: June 29, 2022

Pre-Proposal Conference: July 15, 2022@10:00AM (EDT)
Big Cypress Reservation
Environmental Resource Management Department
Field Office
31004 Josie Billie Hwy
Clewiston FL 33440

Deadline for Questions*: July 28, 2022@5:00pm (EDT)

Bid/Proposal Due Date: August 12, 2022@5:00pm (EDT)

Contact Person*: Angel Medina, Bid and Proposal Administrator
Seminole Tribe of Florida
Purchasing Department
AngelMedina@SemTribe.com

Submission Requirements: Electronically via email to the Contact Person(s) above (only). Links to file sharing websites or portals will not be accepted. The Seminole Tribe of Florida has an email size limit of 15MB per email. Larger files must be split into 15MB emails and sent separately.

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

SECTION I – BACKGROUND / GENERAL INFORMATION

1. BACKGROUND:

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

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

2. INSURANCE:

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

Minimum Scope of Insurance

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

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

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

Minimum Limits of Insurance

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

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

Deductibles and Self-insured Retentions

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

Other Insurance Provisions

The required insurance shall contain the following additional provisions:

- I. **ADDITIONAL INSURED** – The TRIBE must be included as an additional insured, by endorsement, under CONTRACTOR’S Commercial General Liability 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, as respects loss, damage, claims, suits or demands, howsoever caused:
 - a. To real or personal property, equipment, vehicles, tools, laptops etc. owned, leased or used by CONTRACTOR, it’s employees, agents or subcontractors; and
 - b. To the extent such loss, damage, claims, suits or demands are covered, or should be covered, by the required insurance or any other insurance maintained by the CONTRACTOR. This waiver shall apply to all first party property, equipment, vehicle and worker’s compensation claims, and all third party liability claims, including deductibles or retentions which may be applicable thereto. The CONTRACTOR agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the TRIBE. CONTRACTOR further agrees to hold harmless and indemnify the TRIBE for any loss or expense incurred as a result of CONTRACTOR’S failure to obtain such waivers of subrogation from CONTRACTOR’S insurers.
- III. **NOTICE OF CANCELLATION** - Each insurance policy shall be endorsed to require Insurer(s) to provide thirty (30) days' written notice to the TRIBE by certified mail, return receipt requested, prior to any suspension, cancellation or non-renewal of the required insurance.

Acceptability of Insurers

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

Verification of Coverage

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

3. VENDOR APPLICATION AND REGISTRATION PROGRAM:

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

with those transactions to assure compliance with all applicable laws and regulations relating to gaming.

The selected CONTRACTOR(s) will be required to submit a completed and fully executed Vendor Application and Registration Form to the TRIBE's Purchasing Department, if not already an approved vendor. Upon successful completion of an investigation into the past and current activities, associations, and reputation of the applicant, the TRIBE will assign a vendor number and the vendor will be added to its Master Vendor file. The TRIBE may not enter into any business transactions with any bidder whose name does not appear on its Master Vendor file.

4. SELECTION OF CONTRACTOR(S):

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

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

5. ADDITIONAL ITEMS AND SERVICES:

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

6. FRAUD AND MISREPRESENTATION:

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

7. CONFIDENTIALITY / NON-DISCLOSURE:

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

8. NON-EXCLUSIVITY:

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

multiple CONTRACTORS, and contract with other CONTRACTOR(s) for the provision of goods and/or services similar or identical to those that are the subject of this solicitation.

9. DISCLOSURE:

CONTRACTORS responding to this solicitation must disclose in detail any current or past relationships with the Seminole Tribe of Florida, Seminole Gaming, and/or Seminole Tribe of Florida, Inc. and their employees.

10. ADDENDA / REVISIONS TO SOLICITATION:

If it becomes necessary to revise or clarify any part of this solicitation, the TRIBE may modify this solicitation by issuance of written addenda to all parties who received the original solicitation. The date for submission of responses may be extended, if, in the sole judgment of the TRIBE, it is warranted. All addenda will clearly be marked as such and shall become part of the solicitation documents.

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SECTION II – SCOPE OF SERVICES

1. SCOPE OF SERVICES:

The TRIBE’s Environmental Resource Management Department (ERMD) is requesting proposals from qualified vendors to provide invasive species treatment services. Work is to be done in accordance with Attachment K- Scope of Work.

Attachment	Description
K	Scope of Work

1. QUALIFICATIONS

- a. Proposals shall be considered only from vendors normally engaged in performing the type of work specified within this solicitation. Vendor must have adequate organizational resources, facilities, equipment, and personnel to ensure prompt and efficient service to the TRIBE.
- b. At a minimum, qualifying proposals shall demonstrate that the Vendor possesses the qualifications necessary to provide high quality and functional services. To ensure the Vendor is capable of providing an acceptable level of service to the TRIBE, the Vendor must meet the following **minimum qualifications**:
 - i. The Ground Crew Supervisor must possess a current Commercial Restricted Use Pesticide License (CM) from the Florida Department of Agriculture and Consumer Services (FDACS) in Natural Areas categories.
 - ii. Provide three (3) current references for three (3) completed individual projects of similar size, scope, and complexity which were completed within the past five (5) years.
 - iii. Must have the appropriate personnel and maintain a fully equipped organization, which is capable of technically and financially performing the work required, and which has performed similar work in a satisfactory manner.
 - iv. Carry and maintain adequate insurance consistent with the requirements listed in this solicitation.
 - v. Meet any other requirements outlined in this solicitation.
 - vi. Business is required to be actively registered with the State of Florida where organized and present.
 - vii. If applicable Contractor must demonstrate and provide proof that required licensure(s), outlined in this solicitation is governed by the State of Florida.

2. **MANDATORY SITE VISIT:**

Bidders must RSVP to attend a Mandatory Site Visit to be held at the Big Cypress Seminole Indian Reservation Environmental Resource Management Department Field Office. Failure to attend this site visit will be cause for disqualification of a Bidder. The visit will be held at the following place and time:

LOCATION

Big Cypress Reservation: ERMD Office 31004 Josie Billie Hwy Clewiston FL 33440 Facilitator: Grant Steelman	July 15, 2022 @ 10:00 AM (EDT)
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A map and directions are attached. The mandatory site visit is an opportunity for bidders to assess the scope of work in order to determine cost. This site visit will be the only opportunity for bidders to visit the project sites. Access roads, trails, and areas representative of conditions within the project areas will be pointed out during the visit. Prospective bidders and vehicles must remain with ERMD Staff at all times and comply with COVID-19 Tribal Policies. Safety measures, such as social distancing and usage of facial masks, must be implemented on Tribal Reservations where appropriate or as guided by Tribal Staff. Confirmation of the number of attendees is required. ERMD Staff may limit the number of representatives for each bidder in attendance to remain compliant with Tribal COVID-19 policies for on-site visits.

3. **PRE-BID CONFERENCE:**

A mandatory pre-bid conference has been scheduled for interested firms to attend before the due date for this solicitation. Attendance is **mandatory**. Please note that vendors may ask questions, however, all questions must be submitted to the Contact Person in writing by the due date to receive a formal written response.

4. **CONTACT PERSON:**

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

Angel Medina, Bid and Proposal Administrator
AngelMedina@SemTribe.com

5. **ATTACHMENTS, EXHIBITS AND FORMS:**

Attachment	Description
A	Certificate of Authority to do Business in the State of Florida
B	Contractor Certification Regarding Debarment and Suspension
C	Drug Free Workplace Form
D	Florida Department of Business and Professional Regulation – License(s), Certifications(s), and/or Registration(s)

Attachment	Description
E	List of Recently Completed Projects and Contract Amounts
F	List of References
G	Bid Form
H	Statements of Qualifications of all personnel (include FDACS Certifications for each employee)
J	W-9 Form
K	Scope of Work
L	Signed/Notarized Affidavit
M	Signed proposal form
N	Acknowledgement Form
O	Reference Form
P	Technical Response Table
Q	Cost Form
R	Mechanical Plus Herbicide Work
S	Pesticide Record Form

Exhibit	Description
A	Schedule of Values
D	Contractor Acknowledgement Project Conditions
E	Contractor Bid Form
F	Non-Collusion Affidavit of Prime Bidder
J	Acknowledgement of Addendums
N	Sub-Contractor and Supplier Listing
I	Workers Compensation Exemption Affidavit

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SECTION III – SUBMISSION REQUIREMENTS

1. SUBMISSION REQUIREMENTS

Bidders must submit all required Attachments, Exhibits and Forms listed in the table above (filled in as required) in order to be deemed responsive. The No Bid Form is an optional form only required if your firm is not interested in bidding.

Electronic submissions in response to this solicitation must be emailed to the Contact Person by the due date listed in this document. Links to file sharing websites or portals will not be accepted.

Physical correspondence, flash drives, or any other physical media shall not be accepted. The Seminole Tribe of Florida has an email size limit of 15MB per email. Larger files must be split in to 15MB emails and sent separately.

Failure to submit ALL information may result in disqualification due to not meeting these requirements.

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

2. COSTS

Costs stated in bid 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 due date.

1. Evaluation Criteria

The numerical ratings described below will be used by each evaluator to determine the numerical score (1 to 5) for each line item in the Technical Response Table (Attachment P). Each evaluator's total score for each response will be averaged with all other evaluators' scores to determine the Technical Score for each response. Evaluation standards are set forth as follows:

Evaluation Criteria	
Scoring Category	Maximum Potential Score (Points)
References Form (10 points per valid reference)	30
Experience Form	25
Technical Response Table	40
Price	5
Maximum Potential Score	100

2. **Categories**

Up to 100 points shall be awarded based on the categories outlined below.

References Form (Attachment F) - Total Value (30) Points (10 points per valid reference)

Quality of related work experience: references evaluated based on information provided.

Experience Form (Attachment O) - Total Value (25) Points

Consists of (a) previous experience controlling invasive plants on conservation land in Florida during the three prior years, (b) a description of up to three species treated and treatment methodologies used, and (c) the total project(s) acreage traversed and treated. Acreage must be total acres traversed and treated, not points within an area.

Technical Response Table (Attachment P) – Total Value (40) Points

Upland Invasive Plant Expertise (competence, technical ability, and experienced personnel); Ability to Complete Assigned Projects; and Field Operations as provided.

* Upland Invasive Plant Expertise (average of lines 1.01-1.09 in the Technical Response table).

* Field Operations (average of lines 2.01-2.07 in the Technical Response table).

* Ability to Complete Assigned Projects (average of lines 3.01-3.06 in the Technical Response table).

Price – Total Value (5) Points

Scoring criteria will be applied by Reservation (see Exhibit A). Pricing Evaluation. “Ceiling Rate” prices submitted for each Reservation will be totaled and proportionally scored based on comparison to all other price totals submitted for that Reservation. The five (5) points for pricing will be allocated in twenty percent (20%) increments in comparison to all other prices submitted for that Reservation creating five (5) percentiles for pricing.

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