



**SEMINOLE TRIBE OF FLORIDA
INVITATION TO QUOTE**

Solicitation #: ITQ 98-2021

Title: Quality Control Services for HVAC Equipment and Interior Renovations

Description: The Housing Department of the Seminole Tribe of Florida is requesting quotes from qualified vendors to provide quality control services related to a previously awarded project for the HVAC equipment and interior renovations of thirty (30) homes located in Fort Pierce, FL.

Term/Duration: 16 months from date of written Notice to Proceed (NTP).

Solicitation Release Date: August 20, 2021

Mandatory Pre-Bid Conference/Site Visit: September 3, 2021 @ 11:00AM EST
Fort Pierce Community Center
3502 Minnie Tommie Howard Circle
Fort Pierce, FL 34945

Deadline for Questions*: September 10, 2021 @ 5:00PM EST

Bid Due Date: September 24, 2021 @ 5:00PM EST

Contact Person*: Jon’Nae Hodge, Contract Administrator
Seminole Tribe of Florida
Purchasing Department
6300 Stirling Road
Hollywood, FL 33024
JonnaeHodge@semtribe.com

Submission Requirements: Electronically via Email to the Contact Person Above (only). Links to file sharing websites or portals will not be accepted. The Seminole Tribe of Florida has an e-mail size limit of 15MB per email. Larger files must be split in to 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.

SAFETY BREIFING

At the time of this solicitation, the Seminole Tribe of Florida (the TRIBE) is under restrictions stemming from the Coronavirus Disease 2019 (COVID-19) pandemic and is following health and safety procedures set forth the by the Centers for Disease Control and Prevention.

It is believed that this virus is transmitted from person-to-person and is spread from contact with contaminated surfaces or objects. Therefore, at the Pre-Bid conference, the TRIBE is strictly enforcing preventive measures to mitigate the risk of transmission such as Social Distancing and the use of medical safety gear.

SAFETY REQUIREMENTS

All participants shall wear facemasks, gloves, and shall remain at a least six (6) feet away from each other. Anyone that does not comply with these safety measures shall be asked to leave. Furthermore, there may be a maximum number of participants who may attend each site visit. Each site may have multiple site visits according to the number of participants that make a reservation. Pre-Bid Conferences are subject to change.

Anyone wishing to participate in any of the pre-bid conferences are required to reserve their spot beforehand. All spots are first come, first serve. Participants' spots must be confirmed by the TRIBE in writing.

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 Tribe, 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 as respects 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. SEMINOLE TRIBAL MEMBER VENDOR PREFERENCE

The Tribe encourages its Members who own their own business, or who are majority owners of a business, to bid on goods and services through the competitive bidding process.

The Tribe will give preference to qualified business entities certified by the Seminole Tribe of Florida. "Qualified" shall mean, notwithstanding the above:

- A Tribal Member, spouse, child, or business entity is actively involved in the business and owns 51% or more of the business
- Who can provide goods or services at competitive prices
- Has demonstrated skills and abilities to perform the task to be undertaken in an acceptable manner
- Can meet the application, bonding and licensing requirements.

For construction projects, preference will be given to bids submitted by Tribal Members as long as the bid is equal to or less than (4%, not to exceed \$200,000) of the lowest non-Tribal Member bid.

For non-construction projects, preference will be given to bids submitted by Tribal Members as long as the bid is equal to or less than (3%, not to exceed \$100,000) of the lowest non-Tribal Member bid.

4. 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 CONTRACTOR. 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 CONTRACTOR 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.

5. SELECTION OF CONTRACTOR(S)

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

The TRIBE will select the lowest quote so long as the CONTRACTOR is responsive, responsible and qualified CONTRACTOR based on evaluation of CONTRACTOR responses to this solicitation as deemed relevant to the TRIBE.

This solicitation and selection process shall in no way be deemed to create a binding contract, agreement or offer of any kind between the Seminole Tribe of Florida and any entity. If the TRIBE selects a CONTRACTOR to provide the services described in this solicitation, any legal rights and obligations between the successful CONTRACTOR, 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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 WORK/SERVICES

1.0 INTRODUCTION

The Housing Department of the Seminole Tribe of Florida is requesting quotes from qualified vendors to provide quality control services related to a previously awarded project for the HVAC equipment and interior renovations of thirty (30) homes located on the Fort Pierce Reservation.

2.0 SCOPE OF SERVICES

CONTRACTOR shall perform the following activities listed below to assess the quality of work conducted by the General Contractor. Refer to **Exhibit C - Scope of Work, HVAC Replacement and Interior Renovations** for a full list of activities to be performed by the General Contractor, which are subject to the quality control review services provided through this solicitation.

CONTRACTOR shall compile findings and provide weekly written reports, in editable and PDF formats, for each house to Seminole Tribe of Florida. This report shall list the completed activities in the field for the preceding week.

2.1 Removal

- 2.1.1 Confirm required items have been removed (i.e. Drywall, Insulation, Fasteners, Fixtures, Tile, Base, etc.) Refer to **Exhibit C**.
- 2.1.2 Confirm if at least 30% of Metal Studs that were damaged during demolition have been replaced. Refer to **Exhibit C**.
- 2.1.3 Confirm Penetrations through the Slab have been sealed as required. Refer to **Exhibit C**.

2.2 Replacement

- 2.2.1 Confirm that Trusses have been treated with an approved Anti-Fungal treatment.
- 2.2.2 Confirm new Wall Board has been installed throughout the Residence per Plans, Code and Best Practices.
 - 2.2.2.1 Moisture Resistant Drywall in Damp Locations such as Kitchens, Bathrooms and Air Handler Closets.
 - 2.2.2.2 Suitable Wall Board for Wet Areas such as Bath Tubs and Showers.
 - 2.2.2.3 Waterproofing behind all Shower and Bath Tile.
 - 2.2.2.4 Wall Board Fasteners shall be Appropriate for use in these Areas, (i.e. Cement Board Fasteners.)
- 2.2.3 Confirm Installation of new Air Conditioning Equipment including AHU's, Drain Pans, Condensers, Duct Work, Refrigerant Lines, Thermostats, etc. are per Plans and Specs.
- 2.2.4 Confirm installation of New Dehumidifying System including all necessary Appurtenances are to Plans & Specs. Confirm operability of System and:
 - 2.2.4.1 Condensate Drain to Outside
 - 2.2.4.2 Condensate Pans Secondary Pans
- 2.2.5 Confirm new Ceiling Mounted Fixtures are sealed to the Drywall Ceiling.

- 2.2.6 Confirm new Insulation is installed according to Plans & Specification.
- 2.2.7 Confirm Interior of Home has been Painted and there is no “Ghosting” (dry wall joints or compound showing through the paint.)
- 2.2.8 Confirm the exterior of Home has been Pressure Washed, Caulked and Painted.
- 2.2.9 Confirm Appliances have been installed, connections are correct and Warranty Information has been recorded.
- 2.2.10 Confirm Documentation is in order (i.e. Third Party Mold Inspections, Warranties, etc.)

3.0 QUALIFICATIONS

- 3.1 Quotes shall be considered only from CONTRACTORS normally engaged in performing the type of work specified in this solicitation. CONTRACTOR must have adequate organizational resources, facilities, equipment, and personnel to ensure prompt and efficient service to the Tribe.
- 3.2 At a minimum, qualifying quotes shall demonstrate that the CONTRACTOR possesses the qualifications necessary to provide high quality services. To ensure the CONTRACTOR is capable of providing an acceptable level of service to the TRIBE, the CONTRACTOR must meet the following minimum qualifications:
 - 3.2.1 Hold the current License(s) Certification(s), and/or Registration(s) applicable to these type of services as listed below:
 - Certified General Contractor; or
 - Certified Building Contractor; or
 - Certified Residential Contractor; or
 - General Contractor Class “A”; or
 - General Contractor Class “B”; or
 - General Contractor Class “C”;

Any sub-contractors employed by the CONTRACTOR shall be licensed and insured and ensuring their performance in accordance with the requirements of this solicitation is the responsibility of the CONTRACTOR.
 - 3.2.2 A minimum of three (3) years’ experience in providing similar services. Provide a list of three (3) current references for three (3) individual projects of similar size, scope, and complexity which were completed within the past three (3) years.
 - 3.2.3 Have the listed current personnel and maintain a fully equipped organization capable, technically and financially, of performing the work required, and has performed similar work in a satisfactory manner.
 - 3.2.4 Carry and maintain adequate insurance consistent with the requirements listed in this solicitation.
 - 3.2.5 Meet any other requirements outlined in this solicitation or in the contract documents.
 - 3.2.6 Business is required to be actively registered with in the State of Florida where organized and present.

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

4.0 LOCATION OF SERVICES

Fort Pierce Reservation
10575 Okeechobee Rd
Fort Pierce, FL 34945

5.0 PRE-BID CONFERENCE

A pre-bid conference has been scheduled for interested firms to attend before the due date for this solicitation. Attendance is MANDATORY. Please note that CONTRACTORS may ask questions, however, all questions must be submitted to the Contact Person in writing by the due date to receive a formal written response. The date, time and location of the pre-bid conference are as follows:

Pre-Bid Site Visit
September 3, 2021 @ 11:00AM EST
Fort Pierce Community Center
3502 Minnie Tommie Howard Circle
Fort Pierce, FL 34945

An employee or representative of the prime contractor or primary vendor responding to this solicitation must be in attendance at the pre-bid/proposal conference in order to receive credit for attendance. Subcontractors or other individuals may not attend for the prime contractor or primary vendor.

6.0 CONTACT PERSON

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

Jon’Nae Hodge, Contract Administrator
Seminole Tribe of Florida
Purchasing Department
6300 Stirling Road
Hollywood, FL 33024
JonnaeHodge@semtribe.com

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7.0 ATTACHMENTS, EXHIBITS & FORMS

Attachment	Description
Attachment A1	FL Dept of Business and Professional Regulation – License(s), Certifications(s), And/Or Registration(s)
Attachment A2	Certificate Of Authority To Do Business In The State of FL – Occupational License
Attachment D	Contractor Certification Regarding Debarment and Suspension
Attachment E	Workers Comp Exemption Affidavit
Attachment F	Drug Free Workplace Form
Attachment U	Statement of Qualifications
Attachment V	List of Recently Completed Projects and Contract Amounts
Attachment W	List of References
Attachment X	No Bid Form
Attachment Y	W9

Exhibit	Description
Exhibit A	Schedule of Values
*Exhibit C	Scope of Work, HVAC Replacement and Interior Renovations
Exhibit D	Contractor Acknowledgement Project Conditions
Exhibit E	Contractor Bid Form
Exhibit F	Non-Collusion Affidavit of Prime Bidder
Exhibit J	Acknowledgement of Receipt of Addenda
Exhibit N	Subcontractor and Supplier Listing

***Note:** Exhibit C - Scope of Work, HVAC Replacement and Interior Renovations is **NOT** the SOW for this solicitation. Exhibit C shall be used as a reference document in order to conduct quality control services as required in SECTION II – SCOPE OF WORK/SERVICES this solicitation.

SECTION III – SUBMISSION REQUIREMENTS

1. SUBMISSION REQUIREMENTS

Electronic submissions in response to this solicitation must be emailed to the Contact Person by the due date listed in this document. Links to file sharing websites 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.

Cover Letter & Executive Summary

- Cover Letter, including Proposer's name, address, phone number(s), and e-mail address, along with the signature of the proposer's authorized representative (no specific format required, use of your Firm's letterhead/stationery is preferred).
- Executive Summary, including a brief company overview.

2. COSTS

Costs stated in response 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.