

SEMINOLE TRIBE OF FLORIDA REQUEST FOR QUALIFICATIONS

Solicitation No.: RFQ 33-2025

Title: Residential Construction Inspection Services (Tribal-wide)

Description: The Seminole Tribe of Florida is soliciting Statements of

Qualifications (SOQ) from qualified vendors to provide residential construction inspection services Tribal-wide on an as-needed basis.

Solicitation Release Date: May 23, 2025

Pre-Proposal Conference: June 5, 2025 @ 10:00 AM (MANDATORY)

Seminole Estates Community Center

220 Escom Lane

Hollywood, FL 33024

Deadline for Questions*: June 12, 2025 @ 3:00 PM (ET)

Submission Due Date: June 20, 2025 @ 3:00 PM (ET)

Contact Person(s)*: To: MarielaVelazquez@semtribe.com

Cc: BidSubmissions@semtribe.com

Contact instructions are detailed in Section IV, Paragraph 1.

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

SECTION I – GENERAL INFORMATION

1. BACKGROUND

The Seminole Tribe of Florida (hereinafter the "TRIBE" or "STOF") is a federally recognized Indian Tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934, as amended, 25 U.S.C. §5123. There are seven (7) Seminole Indian Reservations in the State of Florida in Big Cypress, Brighton, Fort Pierce, Hollywood, Immokalee, Lakeland, and Tampa. Tribal Headquarters are located on the Hollywood Reservation in an urban environment in the Greater Fort Lauderdale/Hollywood, Florida area. Satellite offices are located on each of the other reservations or trust land. The TRIBE also maintains off-reservation offices in Naples, Fort Pierce, Hollywood, and Miami.

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

The terms "Vendor" and "Respondent" are used interchangeably in this document to refer to respondents of this RFQ. The term "Consultant" is used in this document to refer to the selected 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 CONSULTANT (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.

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

3. FRAUD AND MISREPRESENTATION

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

4. CONFIDENTIALITY / NON-DISCLOSURE

RESPONDENT 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 RESPONDENT in this solicitation is to be used solely to permit RESPONDENT to reply to the solicitation and RESPONDENT 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. RESPONDENT shall hold the information contained in this solicitation in strict confidence and the information obtained will not be disclosed to any third-party, vendor affiliate, or subsidiary, without the TRIBE's prior written consent.

5. NON-EXCLUSIVITY

It is expressly understood that firm selection does not grant CONSULTANT 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 firms, and contract with other firm(s) for the provision of goods and/or services similar or identical to those that are the subject of this solicitation.

6. DISCLOSURE

RESPONDENT must disclose in detail any current or past relationships with the TRIBE, Seminole Gaming, and/or STOFI and their employees.

7. <u>ADDENDA / REVISIONS TO SOLICITATION</u>

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.

All questions submitted by prospective respondents will be answered via an official addendum to ensure all prospective respondents have access to the TRIBE's answers.

SECTION II – SCOPE OF WORK

1. PROJECT DETAILS

Details regarding this Scope of Work, for example RESPONDENT responsibilities, technical requirements, etc., are available for RESPONDENT's review via the Attachments associated with this solicitation. Respondents are expected to review the Attachments in full to become familiar with the requirements of the as-needed project(s).

SECTION III – QUALIFICATIONS REQUIREMENTS

1. GENERAL QUALIFICATIONS

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

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

- Be the prime consultant and will only subcontract out work or partner with another firm if explicitly authorized in writing by the TRIBE.
 - The TRIBE must approve in advance any subconsultants related to this work. Respondents must clearly disclose in their submissions any known or expected use of subconsultants s. Failure to make such disclosure at the time of submission may result in rejection of the subconsultants and the resulting agreement. The TRIBE reserves the right to reject any s subconsultants which, in the TRIBE's sole opinion, are unfit to work on this project.
- Hold a current certified license relevant to these services.
- Have a minimum of ten (10) years of principal experience in providing similar services or primary staff with a minimum of ten (10) years of relevant experience in providing inspection services in the residential construction industry.
- 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 Exhibit J-Insurance Requirements.
- Meet any other requirements outlined in this solicitation.

2. PRE-PROPOSAL CONFERENCE (MANDATORY)

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

2.1. ATTENDANCE AND ATTENDEES:

- Attendance is mandatory to be eligible for award.
- A grace period of ten (10) minutes will be allowed for attendees who are late. Prospective respondents who arrive more than ten (10) minutes late shall be disqualified and shall not be permitted to sign-in and attend the Pre-Proposal Conference.
- Attendees must stay for the duration of the Pre-Proposal Meeting and may not leave until they are dismissed by the TRIBE's Project Manager.

2.2. MEETING DETAILS:

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

PRE-PROPOSAL CONFERENCE		
Date:	June 5, 2025	
Time:	10:00 AM	
Location:	Seminole Estates Community Center 220 Escom Lane Hollywood, FL 33024	

2.3. NOTICE REGARDING LOCATION:

- Attendees arriving from the north should turn right on Osceola Drive to enter the Seminole Estate security gate and follow the posted signs.
- Attendees arriving from the south should turn left on Osceola Drive to enter the Seminole Estate security gate and follow the posted signs.
 - Please allot for extra time to pass through the security gate, as the meeting will begin promptly at 10:00 AM.
- Attendees shall respect common parking etiquette and shall not double-park, block another vehicle, block the road, or park on the grass, curb, or other unmarked spaces.\
- A shuttle will NOT be available for prospective respondents to board.

2.4. QUESTIONS:

- Respondents may ask questions during the Pre-Proposal Conference. These questions may or may not be answered during the Pre-Proposal Conference, as decided by the TRIBE. For questions which were not answered during the Pre-Proposal Conference, the answers may be shared with prospective respondents via an official addendum.
- Questions outside of the Pre-Proposal Conference must be submitted to the Contact Person(s) in writing by the Deadline for Questions to receive a formal written response.

2.5. GENERAL:

• At the TRIBE's discretion, the TRIBE may videotape and/or audiotape the Pre-Proposal Conference, whether held in-person or online. This recording may only be shared internally with the TRIBE key personnel and may not be provided to prospective respondents who attended the Pre-Proposal Conference, as determined by the TRIBE.

SECTION IV – SUBMISSION REQUIREMENTS & INSTRUCTIONS

1. CONTACT PERSON(S)

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

CONTACT PERSON		
Name:	Mariela Velazquez	
Email:	To: MarielaVelazquez@semtribe.com	
	Cc: BidSubmissions@semtribe.com	
Phone:	(954) 966-6300 x11372	

<u>Cone of Silence</u>: Respondents 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>

Failure to submit <u>all</u> information below may result in disqualification or lower ranking due to not meeting these requirements.

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

2.1. ATTACHMENT & EXHIBITS SUBMITTAL CHECKLIST:

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

- Attachment & Exhibits <u>Submittal Checklist</u> RESPONDENT must initial next to each exhibit listed in the table attached separately as Exhibit A Exhibit N to confirm RESPONDENT's submission includes each applicable completed form.
- All required exhibits according to Section IV, Paragraph 4 of this solicitation.

3. SUBMISSION INSTRUCTIONS

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

- TRIBE has an email size limit of 15MB per email. Larger files must 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 not be accepted.

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

- <u>Subject Line:</u> RFQ 33-2025 [RESPONDENT's Company Name]
 - o 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 RESPONDENT and required to be reorganized and resubmitted. Submissions which are deemed by the TRIBE to be illegible or unintelligible may be disqualified.

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

In order to fairly evaluate all responses, respondents should <u>not</u> include additional information other than what is asked to be provided. This includes any information related to RESPONDENT's organization that was not specifically asked to be provided.

4. ATTACHMENTS & EXHIBITS

All required Attachments and Exhibits are attached separately. Respondents are expected to review all Attachments and Exhibits in full.

Please note, Attachments are reference documents which require RESPONDENT's review. Exhibits are documents which RESPONDENT must provide or complete and sign, according to the instructions specified by the TRIBE.

5. POST SUBMISSION

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

RESPONDENT 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. Respondents deemed by the TRIBE to be unresponsive may be disqualified.

RESPONDENT may be required to submit and/or sign additional documentation, forms, exhibits, etc. after the Submission 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 RESPONDENT be unable or unwilling to satisfy this requirement, RESPONDENT may be disqualified.

The TRIBE reserves the right to negotiate any and all submitted pricing, payment terms, warranties, etc. with the RESPONDENT or selected CONSULTANT during the evaluation

process, drafting phase of the resultant agreement, and/or at a time otherwise determined by the TRIBE.

SECTION V – EVALUATION & SELECTION

1. EVALUATION OF SOQS & RESERVATION OF RIGHTS

The submissions from each prospective RESPONDENT will contain all required items listed in the "Submission Requirements" of this solicitation. The entire submission packet will be known as the Statement of Qualifications (SOQ). SOQ submitted by RESPONDENT(s) will be evaluated in accordance with the evaluation criteria set forth in this solicitation.

After evaluation of the SOQ submissions, the TRIBE will select the highest qualified RESPONDENT(s) under this RFQ to be placed on a pre-qualified consultants list. Said pre-qualified consultants will be eligible to bid on future as-needed services, such as the ones described in this RFQ.

This RFQ has been prepared solely to solicit SOQ. It is not a contract offer. The TRIBE shall not be obligated to enter into an agreement with any individual or firm determined to be qualified to perform the services described in this RFQ. The only document(s) that will be binding on the TRIBE are the contracts for services once duly executed by the TRIBE and the successful RESPONDENT(s).

The TRIBE reserves the right to conduct any investigation of the SOQ submitted by any RESPONDENT that it deems appropriate; negotiate modifications to any of the items submitted in the SOQ; accept or reject any or all vendor(s) responding to this solicitation; modify the selection process in any way; postpone the selection process for its own convenience at any time; waive any defects, irregularities, or informalities in any SOQ; or issue a new RFQ at any time.

The TRIBE reserves the right to negotiate terms and conditions submitted by any RESPONDENT in connection with this RFQ and any other with one or more qualified consultants at the same time, if such action is in the best interest of the TRIBE. The TRIBE reserves the right to delete, add, or amend any of the services listed and described in this RFQ before entering into a formal agreement with the selected RESPONDENT. The TRIBE reserves the right to reject incomplete, illegible, unsatisfactory and/or non-responsive submittals.

2. EVALUATION CRITERIA

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

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

- On-time and complete submission (with all required documentation)
- License requirements
- Projected completion date and lead time
- Previous performance at a satisfactory level
 - The TRIBE reserves the right to eliminate any submission should VENDOR 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
 - o Pricing will be listed from lowest price to highest price for all vendors whose submission meets the minimum requirements listed above

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

Evaluation Criteria	
Meets minimum qualifications	
Cover Letter, minimum ten (10) years' experience, proof of license(s)/registration, all required exhibits and forms, specialized experience and technical competence of team	
Project References	
Past performance on similar projects, quality of work, multiple homes inspections, Organization Chart & resumes	
Total Possible Score:	25

The vendor(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 submission 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 CONSULTANT (s) to provide the services described in this solicitation, any legal rights and obligations between the successful CONSULTANT (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>INTERVIEW</u>

Submissions may be subject to a down-selection process. Respondent(s) who make it beyond the down-selection process may be required to be interviewed to provide more information relevant to their submission. All costs associated with RESPONDENT's interview will be solely the responsibility of the respective RESPONDENT. Interviews will be considered a part of RESPONDENT's response to this solicitation.

Interview requirements will be sent directly to respondents once the available interview dates have been decided and an invite to schedule an interview has been distributed. A detailed script or requirements list will be subsequently developed by the TRIBE and distributed to each of the respondents invited to be interviewed.

3. RIGHT TO RESCIND AWARD

The awarded CONSULTANT(s) will be required to enter into a formal agreement for these services after award. The TRIBE prepared a sample of its Residential Construction Inspection Services Agreement, attached as $Attachment\ B-Sample\ Construction\ Inspection\ Services\ Agreement$ which is incorporated into this solicitation package. 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.

4. <u>SEMINOLE TRIBAL AND STOFI OWNED BUSINESS PREFERENCE</u>

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

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

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

5. HOW SEMINOLE TRIBAL PREFERENCE IS APPLIED

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

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

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

6. <u>VENDOR APPLICATION AND REGISTRATION PROGRAM</u>

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

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

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

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