



SEMINOLE TRIBE OF FLORIDA REQUEST FOR QUALIFICATIONS

Solicitation No.: RFQ 45-2024

Title: Supplemental Services for Tribal Inspector's Department (Tribal-wide)

Description: The Seminole Tribe of Florida is soliciting Statements of Qualifications (SOQ) from interested and qualified vendors to provide comprehensive plan examination, building inspections, civil engineering plan review, checking, and inspections Tribal-wide on an as-needed basis.

Solicitation Release Date: August 1, 2024

Pre-Proposal Conference: Wednesday, August 14, 2024 @ 10:00 AM (**OPTIONAL**)
The Seminole Tribe of Florida Headquarters Lobby
6300 Stirling Road.
Hollywood, FL 33024

Deadline for Questions*: Friday, August 30, 2024 @ 5:00 PM

Submission Due Date: Friday, September 13, 2024 @ 5:00 PM

Contact Person(s)*: To: KylaRedmond@semtribe.com
Cc: BidSubmissions@semtribe.com
Contact instructions are detailed in Section IV, Paragraph 3.

*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 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 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 terms “Contractor” and “Consultant” are used interchangeably 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 contractor/consultant 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 contractors/consultants, and contract with other contractor(s)/consultant(s) for the provision of goods and/or services similar or identical to those that are the subject of this solicitation.

6. DISCLOSURE

RESPONDENT 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.

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SECTION II – SCOPE OF WORK**1. PROJECT DETAILS**

Details regarding this scope of work, including CONSULTANT responsibilities, technical requirements, term/duration, etc., are available for RESPONDENT'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. GENERAL QUALIFICATIONS

Submissions shall be considered only from vendors 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 not subcontract out any work or partner with another firm unless explicitly authorized in writing by the TRIBE.
 - The TRIBE must approve in advance any subcontractors related to this work. Bidders must clearly disclose in their proposals any known or expected use of subcontractors. Failure to make such disclosure at the time of bid may result in rejection of the subcontractor and the resulting agreement. The TRIBE reserves the right to reject any subcontractors which, in the TRIBE's sole opinion, are unfit to work on this project.
- Hold a current certified license relevant to these services, as described in *Attachment C – Contractor Licensing Requirements*.
- Have a minimum of five (5) years of experience within the Construction Industry performing 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*.
 - Proof of insurance must be in compliance with F.S. 553.791 (17) Alternative plans review and inspection.
- Meet any other requirements outlined in this solicitation.

2. PRE-PROPOSAL CONFERENCE (OPTIONAL)

A Pre-Proposal Conference has been scheduled for interested bidders to attend before the Proposal Due Date for this solicitation. **Attendance is optional and is not required to be eligible for award.**

Bidders 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 bidders 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.

The date, time, and location of the Pre-Proposal Conference are shown on the cover page of this solicitation document.

An employee or representative of the prime RESPONDENT responding to this solicitation must attend the Pre-Proposal Conference to receive credit for attendance. Subcontractors or other individuals may not attend for the prime RESPONDENT.

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. SUBMISSION REQUIREMENTS

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

- Attachments & Exhibits Checklist – RESPONDENT must initial next to each attachment and exhibit listed in the two (2) tables in Section IV, Paragraph 4, to confirm RESPONDENT’s submission includes each applicable completed form.
- Cover Letter & Executive Summary – As described below (*Exhibit L*):
 - A cover letter, including RESPONDENT’s name, address, phone number(s), and email, along with the signature of RESPONDENT’s authorized representative; and
 - An executive summary, including a brief company overview.
- Compliance Documents – As described below (*Exhibit M*):
 - A signed copy of RESPONDENT’s existing W-9;
 - A copy of RESPONDENT’s Certificate of Insurance;
 - A copy of RESPONDENT’s Florida Certificate of Authority or Florida Business Tax Receipt to prove authority to do business in the State of Florida. If incorporated elsewhere, similar document(s) from other state are acceptable; and
 - A copy of licenses, certificates, or registrations, as defined in this solicitation.
- Professional Qualifications – Professional qualifications detailing RESPONDENT’s experience, resources, qualification, capabilities, and past performance in providing this type of service (*Exhibit N*). Must illustrate RESPONDENT’s capability to perform the full scope of services.
- Proposed Methodology – A written summary detailing the proposed approach and methodology for providing these services (*Exhibit O*).
- All other required exhibits according to Section IV, Paragraph 4 of this solicitation.

Failure to submit all information 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. Bids which include altered files may be disqualified, as determined by the TRIBE.

CONSULTANT(s) may be required to submit additional documentation upon receipt of Qualification Letter or prior to being pre-qualified through this RFQ, as deemed necessary by the TRIBE.

2. SUBMISSION INSTRUCTIONS

Electronic submissions in response to this solicitation must be emailed to the Contact Person(s) listed in Section IV, Paragraph 3 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 not 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, accordingly:

- Subject Line for questions: RFQ 45-2024 – [RESPONDENT’s Company Name] – Question
- Subject Line for submission: RFQ 45-2024 – [RESPONDENT’s Company Name] – Submission
 - 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.

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.

Submissions must be clear, concise, organized, legible, and easy to read and navigate. Submissions not organized in the order shown above may be returned to RESPONDENT and required to be reorganized and resubmitted.

In order to fairly evaluate all responses, bidders should not 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.

3. CONTACT PERSON(S)

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

CONTACT PERSON	
Name:	Kyla Redmond
Email:	To: KylaRedmond@semtribe.com Cc: BidSubmissions@semtribe.com
Phone:	(954) 966-6300 x11249

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.

4. ATTACHMENTS & EXHIBITS

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

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 in the "Submission Instructions" below.

4.1. ATTACHMENTS:

Attachment	Description	Submission Instructions	RESPONDENT'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 in next cell to confirm this document has been reviewed. No further action needed.	
Attachment C	Contractor Licensing Requirements	Review information. Initial in next cell to confirm this document has been reviewed. No further action needed.	

4.2. EXHIBITS:

Exhibit	Description	Submission Instructions	RESPONDENT's Initials
Exhibit C	Statement of Qualifications	Complete and submit.	
Exhibit H-1	List of Recently Serviced Jurisdictions	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 L	Cover Letter & Executive Summary	To be submitted by RESPONDENT. Review this attachment's requirements in Section IV, Paragraph 1 "Cover Letter & Executive Summary." This file must be clearly labeled in	

Exhibit	Description	Submission Instructions	RESPONDENT's Initials
		RESPONDENT's submission as <i>Exhibit L</i> .	
Exhibit M	Compliance Documents	<p>To be submitted by RESPONDENT. Review this attachment's requirements in Section IV, Paragraph 1 "Compliance Documents." This file must be clearly labeled in RESPONDENT's submission as <i>Exhibit M</i>.</p> <p>If RESPONDENT does not have an existing signed W-9, RESPONDENT may request a W-9 template from the Contact Person(s).</p>	
Exhibit N	Professional Qualifications	To be submitted by RESPONDENT. Review this attachment's requirements in Section IV, Paragraph 1 "Professional Qualifications." This file must be clearly labeled in RESPONDENT's submission as <i>Exhibit N</i> .	
Exhibit O	Proposed Methodology	To be submitted by RESPONDENT. Review this attachment's requirements in Section IV, Paragraph 1 "Proposed Methodology." This file must be clearly labeled in RESPONDENT's submission as <i>Exhibit O</i> .	
Exhibit Z	Acknowledgment of Receipt of Addenda	Complete, sign, and submit the form <u>ONLY</u> if an addendum has been issued.	

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 contractors/consultants list. Said pre-qualified contractors/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 bidder(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 contractors/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 responses to this solicitation.

Selection of a bidder(s) will be based upon the evaluation criteria identified in the table below:

Evaluation Criteria	Points
<u>Professional Qualifications</u> Evaluation of RESPONDENT’s professional qualifications, including experience, capabilities, certifications (if applicable), etc.	50

Evaluation Criteria	Points
<u>Equipment</u> Evaluation of RESPONDENT's existing owned or leased equipment and resources to perform the full Scope of Work.	10
<u>Proximity to Location(s) and Response Time</u> Evaluation of RESPONDENT's proximity to each Tribal reservation or location and estimated response time for regular and emergency assignments.	15
<u>Pricing</u> Evaluation of RESPONDENT's price sheet evaluated against the market.	25
Total Possible Score:	
100	

The TRIBE may opt to select one (1) or more respondents to qualify based on the vendor responses to this solicitation as deemed relevant to the TRIBE on the basis of qualifications, with or without further discussions, interviews, or visits.

Bidders who have performed services for the TRIBE in the past will have their past performance with the TRIBE evaluated. Unsatisfactory performance with the TRIBE performing similar or dissimilar services may be grounds for down-selection, disqualification, or rejection of award.

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.

3. RIGHT TO RESCIND AWARD

The TRIBE reserves the right to rescind an award or eliminate any submission should the awardee or bidder have poor or unsatisfactory performance in performing similar or dissimilar services for the TRIBE in the past.

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. SEMINOLE TRIBAL AND STOFI OWNED BUSINESS PREFERENCE

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 bidders or prospective bidders 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 not apply to projects over Five Million Dollars (\$5,000,000.00) in value.

For solicitations where the most qualified, responsive, responsible, lowest-priced bidder are the deciding factors for award, the following Seminole Tribal Preference rules shall apply whether the business/entity is 51% Seminole Tribal Member owned or higher:

- For non-construction projects, preference will be given to bids submitted by Seminole Tribal and STOFI owned businesses/entities as long as the bid is equal to or less than three percent (3%) (not to exceed \$100,000) of the lowest non-Seminole Tribal Member business's bid.
- For construction projects, preference will be given to bids submitted by Seminole Tribal and STOFI owned businesses/entities as long as the bid is equal to or less than four percent (4%) (not to exceed \$200,000) of the lowest non-Seminole Tribal Member business's bid.

6. VENDOR APPLICATION AND REGISTRATION PROGRAM

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.

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ATTACHMENT A

SCOPE OF WORK

1. INTRODUCTION

The TRIBE is requesting SOQs from qualified vendors who have the capability of providing *adequate* personnel, as defined in Paragraph 3 below, with a minimum of five (5) years' experience within the construction industry, and technical qualifications to provide the following services and duties on an as needed basis: Comprehensive Plan Examination, Building Inspection, and Civil Engineering Plan Review. These services and duties shall be performed tribal wide at the TRIBE's Reservations in accordance with the specifications listed in this solicitation.

2. PROJECT DETAILS

CONSULTANT(s) shall perform the following services (including but not limited to):

- Examining Plans
- Building Inspections
- Civil Site Work Inspections
- Natural Disaster Inspections
- Building Damage Assessments
- Property Condition Assessments
- Providing all communications and coordinating meetings as required by the TRIBE per paragraph 3.1.5. "Status Meetings"

CONSULTANT(s) shall have the capability of providing *adequate* personnel from their firm to perform the services listed in this Scope of Work.

2.1. CIVIL PLAN REVIEW AND INSPECTIONS DUTIES:

CONSULTANT(s) shall be responsible for:

- Providing qualified Civil Plan Reviewers and Inspectors who meet the requirements listed to provide services as needed and determined by the TRIBE, for the Tribal Inspector's Office or other Tribal Departments.
- Anticipated Site Work Plans to be reviewed (including but not limited to):
 - Drainage
 - Grading and Paving
 - Landscaping and Irrigation
 - Sedimentation Control
 - Stormwater Management
 - Underground Utility
 - Fire

2.2. PLANS EXAMINER DUTIES:

CONSULTANT(s) shall be responsible for providing a qualified plans examiner(s) who works under the supervision of the Tribal Inspector's Office to support enforcement of the current Florida Building Code and the TRIBE's Ordinances.

The personnel performing this duty will be required to review construction trade plans for new single and multiple-family dwellings, new non-residential development, and residential and non-residential additions/re-models for compliance with codes.

2.3. BUILDING INSPECTOR DUTIES:

CONSULTANT(s) shall be responsible for:

- Providing Certified Inspector(s)
 - Qualified Inspectors shall have knowledge of, and comply with, the laws and regulations relating to the enforcement of the current Florida Building Code and the Ordinances of the TRIBE
- Providing Certified Inspector(s) (both residential and commercial) whose combined certifications include the following trades:
 - Commercial Building
 - Mechanical
 - Electrical
 - Plumbing
- Certified Inspector(s) shall perform inspections (including but not limited to):
 - New building construction
 - Repairs
 - Additions
 - Remodeling
 - Demolition
 - Alteration projects that require permitting indicating compliance with building, plumbing, mechanical, electrical, gas, and fire codes
 - Change of occupancy inspections for businesses shall also be included
- Additional duties Certified Inspector(s) shall perform may include:
 - Complaint Investigations
 - Hazardous Building Inspections
 - Assistance with the prosecution of building codes and hazardous or unsafe building violations

2.4. ADDITIONAL SERVICES AND DUTIES:

- CONSULTANT(s) shall be responsible for providing qualified individuals to perform the following additional services:
 - Natural disaster services, including inspections and post-disaster building/property damage assessments
 - Code enforcement inspections, including testimony at Tribal Court hearings (as necessary)

3. ADEQUATE PERSONNEL AND EQUIPMENT

3.1. REQUIREMENTS FOR ADEQUATE PERSONNEL:

- Adequate personnel hired by CONSULTANT(s) shall meet the following requirements:
 - Have a minimum of five (5) years of experience within the Construction Industry performing similar services.
 - Maintain and carry valid and current licenses and certifications required by Florida Statutes.
 - Be neat and clean in appearance and shall display their identification to the public and keep such identification on their person at all times.
 - Be physically able to perform all job requirements and conduct themselves in a courteous, positive, and professional manner.
 - Professional and personal behavior of contract staff shall be in keeping with the TRIBE's expected conduct guidelines and personnel policies.
 - Any staff member who does not perform in accordance with the TRIBE's standards may be removed at the request of the TRIBE.
- The Inspector(s) and Plans Examiner shall only perform building code inspections and plan reviews that are within the disciplines covered by such an individual's license or certification pursuant to Florida Statute (Chapters 468, 471, or 481).
- CONSULTANT(s) shall provide its general employee background check policy, the background services company name, pre-employment testing procedures, current employee screening methods, and a list of any offenses that would exclude someone from employment with CONSULTANT(s).
- All field personnel are required to pass a Level Two (2) background check as per Chapter 435 Florida Statutes. Verification of background check and current list of employees that will be used on this contract shall be provided upon award.
- CONSULTANT(s) employee list shall be updated anytime there is a change in/addition to staff and provided to the TRIBE before performing the services.
- Immediate threat to public safety and welfare shall be immediately reported to the Building Official.
 - Immediate threat to public safety and welfare means a building code violation that, if allowed to persist, constitutes an immediate hazard that could result in death, serious bodily injury, or significant property damage.

3.1.1. PERFORMANCE STANDARDS:

This subsection provides a summary of the minimum performance standards for CONSULTANT(s). Subject to change/final provisions will be determined during contract negotiations and may be amended by the TRIBE.

- Under normal circumstances, all inspections shall be conducted within regular business hours of 8:30 AM to 5:00 PM, Monday through Friday, and inspection results made available by 10:00 AM the following business day.
- CONSULTANT(s) shall provide a Building Inspector(s) on-site, the following business day after notification, and be available by telephone or on-call at all other times during regular business hours.

- Inspector(s) and Plans Examiner shall maintain appropriate licensure in accordance with Florida Statutes. Workloads for the Inspector(s) and Plans Examiner will vary based on need. Inspections performed should also take place during inclement weather unless natural disaster or unsafe conditions require suspension of such activities by the TRIBE. Information regarding post-natural disaster required assessments will be issued by the Tribal Building Official.
- Efficient and courteous customer service standards are an integral part of public interaction. Requests for information and service shall receive a timely reply. The following standards shall be adhered to or exceeded whenever possible: responses to customer inquiries will be provided within one (1) business day of receipt. Customer appointments shall be promptly attended to as per pre-scheduled times.
- All personnel performing services shall be fluent in English.
- CONSULTANT(s) shall work with the TRIBE to continuously upgrade a program of disseminating information to keep consultants and members of the public aware of any and all code changes, and the logic underlying the changes.
- CONSULTANT(s) employees shall maintain all necessary licensure and certifications required to perform under this Contract. Proof of each licensure/certification(s) and subsequent renewals shall be submitted in a timely manner to the TRIBE's Tribal Inspector's Office.
- All sketches, tracings, drawings, computation details, designs, calculations, records from inspections, work papers, and other documents and plans that result from CONSULTANT(s) providing services shall be the property of the TRIBE.
- The CONSULTANT(s) shall coordinate activities with the TRIBE's Fire Department Staff.
- The TRIBE prefers that CONSULTANT(s) review and maintain all records required by the Federal Emergency Management Agency (FEMA) in association with the processing of building permits in the format required by FEMA.

4. PERMIT REQUIREMENTS (IF APPLICABLE):

- All work performed under the resultant agreement shall be in strict compliance with the Florida Building Code, industry standards, Occupational Safety and Health Administration (OSHA) regulations, and local municipalities.
- CONSULTANT(s) shall be responsible for timely obtaining all necessary permits and inspections through appropriate agencies.
 - Contact the TRIBE's Tribal Inspector's Department via email at buildingdept@semtribe.com for requirements.
 - All new incoming permitting applications shall be sent to the Tribal Inspector's Department by the digital self-service portal: https://lmp.semtribe.com/EnerGov_Prod/SelfService. CONSULTANT(s) shall follow the instructions to register. Once registration has been approved, CONSULTANT(s) or delegate will be able to log in to use the site.
- CONSULTANT(s) shall produce all necessary county and local licenses, where applicable.

4.1. FREQUENCY:

The Services listed in this Scope of Work shall be performed on an as-needed basis by CONSULTANT(s), as determined by the TRIBE.

4.2. RESPONSE TIMES/TIME FRAMES:

While CONSULTANT(s) is performing services, the following response times shall be adhered to:

- Responses to public inquiries (within same business day, within one (1) business day, or scheduled appointment during on-site office hours)
- Plan review (within one (1) to five (5) business days depending on the nature of the project)
- Inspections (all inspections are to be scheduled and performed on the next business day for requests made prior to 4:00 PM the prior day)
- Response to emergencies, after-hours, weekends, and holidays as needed

4.2.1. STATUS MEETINGS:

During Status Meetings, CONSULTANT shall provide, at a minimum, general information, status of work assignments, quantities of permits reviewed, and status of assigned personnel. Additional information may be requested by the TRIBE; CONSULTANT must provide requested information at Status Meeting, if able.

5. TRIBE’S RESPONSIBILITIES

- The TRIBE may provide a desk, phone, and computer (may be in separate areas) with internet access at Tribal facilities during on-site office hours.

6. LOCATION OF SERVICES

The services described in this solicitation may be required at any/all the locations identified below:

Reservations
Hollywood
Big Cypress
Immokalee
Brighton
Fort Pierce
Tampa

7. TERM/DURATION

Upon award, CONSULTANT(s) will be notified by the TRIBE whenever services are needed.

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.

ATTACHMENT C
CONTRACTOR LICENSING REQUIREMENTS
(Attached separately as .pdf)

EXHIBIT C
STATEMENT OF QUALIFICATIONS

(Attached separately as .xlsx)

EXHIBIT H-1

LIST OF RECENTLY SERVICED JURISDICTIONS

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

- 1. Jurisdiction Example 1: _____
 - 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. Jurisdiction Example 2: _____
 - 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 _____

- 3. Jurisdiction Example 3: _____
 - 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 _____

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).
- 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
2. Project Name: _____
3. Contact Person: _____
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. Reference 2:
 - a. Name _____
 - b. Address _____
 - c. Phone Number _____
 - d. Email Address _____

- 3. Reference 3:
 - a. Name _____
 - b. Address _____
 - c. Phone Number _____
 - d. Email Address _____

Business Name: _____

Signature of Authorized Representative: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT L
COVER LETTER & EXECUTIVE SUMMARY
(To be submitted by RESPONDENT)

EXHIBIT M

COMPLIANCE DOCUMENTS

(To be submitted by RESPONDENT)

EXHIBIT N
PROFESSIONAL QUALIFICATIONS
(To be submitted by RESPONDENT)

EXHIBIT O

PROPOSED METHODOLOGY

(To be submitted by RESPONDENT)

EXHIBIT Z

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

Bidder acknowledges receipt of the Following Addenda:

Addendum No. 1, dated: _____	Addendum No. 5, dated: _____
Addendum No. 2, dated: _____	Addendum No. 6, dated: _____
Addendum No. 3, dated: _____	Addendum No. 7, dated: _____
Addendum No. 4, dated: _____	Addendum No. 8, dated: _____

COMPANY NAME: _____

BY (PRINT): _____

TITLE: _____

SIGNATURE: _____

ADDRESS: _____

CITY/STATE: _____ ZIP CODE: _____

TELEPHONE: (_____) _____

FAX: (_____) _____

EMAIL: _____

ATTEST: _____

TITLE/SEAL: _____

Note: Attest for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a notary.

Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full names and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

Name	Address
_____	_____
_____	_____
_____	_____