



SEMINOLE TRIBE OF FLORIDA
INVITATION TO BID

Solicitation No.: ITB 77-2022

Title: Shingle Roof Removal and Replacement (Brighton)

Description: The Building & Grounds Department of the Seminole Tribe of Florida is requesting bid proposals from qualified vendors to provide shingle roof removal and replacement services.

Term/Duration: The resultant agreement is expected to be for a term of ninety (90) calendar days, with services to commence within thirty (30) days upon receipt of Purchase Order number.

Solicitation Release Date: August 3, 2022

Pre-Bid Conference: August 17, 2022 @ 11:00AM (EDT)

Deadline for Questions*: August 26, 2022 @ 5:00PM (EDT)

Bid Due Date: September 12, 2022 @ 5:00PM (EDT)

Contact Person(s)*: Ari Rioseco, Purchasing Contract Administrator
Seminole Tribe of Florida
Purchasing Department
6300 Stirling Road
Hollywood, Florida 33024
arianarioseco@semtribe.com

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

*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 – BACKGROUND / GENERAL INFORMATION

1. BACKGROUND:

The Seminole Tribe of Florida (hereinafter the “TRIBE”) 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.

2. INSURANCE:

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.

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 TRIBE. "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 priced 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 priced non-Tribal Member bid.

4. 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.

The selected vendor(s) will be required to submit a completed and fully executed Vendor Application and Registration Form to the TRIBE's Purchasing Department, if not already an approved vendor. Upon successful completion of an investigation into the past and current activities, associations, and reputation of the applicant, the TRIBE will assign a vendor number and the vendor will be added to its Master Vendor file. The TRIBE may not enter into any business transactions with any 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 priced bid so long as the CONTRACTOR is a responsive, responsible, and qualified CONTRACTOR based on evaluation of CONTRACTOR's 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 TRIBE and any entity. If the TRIBE selects a CONTRACTOR(s) to provide the services described in this solicitation, any legal rights and obligations between the successful CONTRACTOR(s), if any, and the TRIBE will come into existence only when an agreement is fully executed by the parties, and the legal rights and obligations of each party shall at that time be only those rights and obligations which are set forth in the agreement and any other documents specifically referred to in that agreement and executed by the parties.

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

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, vendor 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 contractors for the provision of goods and/or services similar or identical to those that are the subject of this solicitation.

10. DISCLOSURE:

CONTRACTOR(s) responding to this solicitation must disclose in detail any current or past relationships with the TRIBE, Seminole Gaming, and/or STOFI 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION II – SCOPE OF WORK

1. SCOPE OF WORK

- 1.1. The TRIBE is requesting proposals from qualified contractors for shingle roof removal and replacement services needed at the Family Services Building on the Brighton Reservation, in accordance with the specifications listed in this solicitation.
- 1.2. The TRIBE's existing roof is nearing the end of its lifespan and needs to be replaced.
- 1.3. The provision of these services shall include, as described in this solicitation, a) removal of the existing shingle roof, down to the plywood sheathing; b) installation of a new dimensional shingle roof of approximately 13,240 square feet; and c) removal and disposal of debris and trash from jobsite.

1.4. SHINGLE ROOF REPLACEMENT:

- 1.4.1. CONTRACTOR shall remove all existing roofing and materials that could inhibit the new roof's installation.
- 1.4.2. CONTRACTOR shall only tear-off or remove what CONTRACTOR shall water-tight within the same day.
- 1.4.3. Removal of the existing shingle roof shall include, but not be limited to:
 - 1.4.3.1. Existing shingles
 - 1.4.3.2. Underlayment
 - 1.4.3.3. Flashings
 - 1.4.3.4. Any additional items that must be removed in order to properly install the replacement roof
- 1.4.4. Roof covering and secondary water barrier/underlayment system used by CONTRACTOR must have Florida State Product Approval Number/Miami-Dade Notice of Acceptance (NOA).
- 1.4.5. CONTRACTOR shall repair any damages to plywood or fascia revealed upon removal of existing roofing before installation, if needed.
- 1.4.6. Installation of new shingle roof shall include, but not be limited to:
 - 1.4.6.1. Double 30# water barrier
 - 1.4.6.2. Edge metal and valley flashing
 - 1.4.6.3. New dimensional shingles
 - 1.4.6.4. Crickets
- 1.4.7. All installed material shall be new. Reconditioned products shall not be used for installation.
- 1.4.8. New shingles shall be of a similar color to the existing shingles. A sample shall be required as part of the bid proposal submission, as specified in Section III, Paragraph 1.1.3.

1.5. CONTRACTOR RESPONSIBILITIES:

- 1.5.1. CONTRACTOR shall take all roof measurements and determine the quantity of material needed. Any dimensions mentioned in this solicitation are an estimate and

shall be assumed inaccurate until confirmed by the CONTRACTOR's own measurements.

- 1.5.2. CONTRACTOR shall be responsible for notification of the TRIBE's representative before beginning work. The TRIBE's Project Manager(s) will provide CONTRACTOR with a Purchase Order number before work may begin.
- 1.5.3. CONTRACTOR shall supply all materials and equipment necessary for the total completion of the required scope of work.
- 1.5.4. CONTRACTOR shall supply any additional labor, materials, and equipment necessary for the safe delivery of materials and equipment to the TRIBE's facility.
- 1.5.5. CONTRACTOR shall work in tandem with the TRIBE's Building & Grounds Department, Facility Manager, and Project Manager(s) to obtain instruction and guidance regarding the delivery of all supplies and materials.
- 1.5.6. CONTRACTOR shall work with the TRIBE's Project Manager(s) to arrange for all automobiles and other vehicles to be removed from the delivery area to safeguard against possible damage.
- 1.5.7. All work shall be performed in a skillful manner by CONTRACTOR and shall be carried out in such a way as to minimize any inconvenience to the TRIBE.
- 1.5.8. CONTRACTOR shall maintain a full workforce from the start to the completion of the project. A qualified, English-speaking supervisor shall be on the jobsite at all times.
- 1.5.9. CONTRACTOR shall ensure that all workers are fully and properly clothed in identifiable uniforms while working on the premise or entering any part of the jobsite.
- 1.5.10. CONTRACTOR shall supply portable toilets and place them in a designated area, safe of passenger traffic and clear of the obstruction of the jobsite.
- 1.5.11. CONTRACTOR may perform work Monday through Sunday. Work may be done during daylight hours any day, including weekends; however, the Family Services Building is open for business Monday through Friday, so entrances and exits shall remain accessible and the parking lot shall remain open for parking.
- 1.5.12. CONTRACTOR shall make arrangements with the TRIBE for parking, material storage, and proper access to the areas where work is to be performed.
- 1.5.13. CONTRACTOR shall rope off and erect warning signs in areas where work is being performed or any chance of damage or injury could occur.
- 1.5.14. CONTRACTOR shall be responsible for job safety administration (including tools, equipment, and work methods), and must comply with applicable Occupational Safety and Health Administration (OSHA) safety regulations.
- 1.5.15. CONTRACTOR shall be responsible for and use care in the protection of the TRIBE's property, and shall protect other areas not in this scope of work from dirt or damage. If such damage occurs, the CONTRACTOR shall be solely responsible for the restoration of such damages as the result of the CONTRACTOR or any employees of the CONTRACTOR.
- 1.5.16. CONTRACTOR shall provide continual dumpster rotation to ensure debris is disposed of in a timely manner, as specified in Section II, Paragraph 1.5.17 below. The dumpster shall not interfere with traffic and parking.
- 1.5.17. Debris and trash shall be immediately removed from the site at the end of each work day. Proper clean-up of jobsite and surrounding area shall be performed by

CONTRACTOR on a daily basis, as well as upon completion of work, as described in Section II, Paragraph 1.5.18 below.

- 1.5.18. Once all services have been complete, CONTRACTOR shall perform a final cleaning of the jobsite and surrounding area to ensure all debris, trash, dust, nails, etc. have been removed. The cleanliness of the jobsite and surrounding area should be returned to its previous condition once services are complete.

1.6. TRIBE'S RESPONSIBILITIES:

- 1.6.1. The TRIBE shall provide access to water and electricity for the CONTRACTOR's use, where possible.

1.7. PERMIT REQUIREMENTS:

- 1.7.1. CONTRACTOR shall be responsible for timely obtaining all necessary permits and inspections through appropriate agencies.
 - 1.7.1.1. Contact the TRIBE's Tribal Inspector's Department via email at buildingdept@semtribe.com for requirements.
 - 1.7.1.2. 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. CONTRACTOR shall follow the instructions to register. Once registration has been approved, CONTRACTOR or delegate will be able to log in to use the site.
- 1.7.2. CONTRACTOR shall produce all necessary county and local licenses, where applicable.
- 1.7.3. The TRIBE's Tribal Inspector's Department shall be contacted at each phase of the project for inspections, as needed.

2. WARRANTY

- 2.1. A twenty-five (25) year (minimum) manufacturer's warranty shall be included. Any warranties offered by BIDDER shall be in addition to the manufacturer's warranty, and shall not be a substitute.
- 2.2. A five (5) year (minimum) installation warranty shall be included.
- 2.3. BIDDER's bottom line pricing offered shall be inclusive of warranty.

3. QUALIFICATIONS

- 3.1. Bids shall be considered only from bidders normally engaged in performing the type of work specified in this solicitation. BIDDER must have adequate organizational resources, facilities, equipment, and personnel to ensure prompt and efficient service to the TRIBE.
- 3.2. At a minimum, qualifying bids shall demonstrate that the BIDDER possesses the qualifications necessary to provide high-quality services. To ensure the BIDDER is capable of providing an acceptable level of service to the TRIBE, the BIDDER shall meet the following minimum qualifications:

- 3.2.1. Be the prime contractor and will not subcontract out any work or partner with another firm unless explicitly authorized in the Statement of Work.
- 3.2.2. Hold a valid and current contractor license applicable to these services. BIDDER shall meet licensure requirements to perform work in the State of Florida.
- 3.2.3. Have a minimum of ten (10) years of experience in providing similar services.
- 3.2.4. Provide three (3) current references for three (3) completed individual projects of similar size, scope, and complexity, completed within the past five (5) years.
- 3.2.5. Maintain a fully equipped organization capable, technically and financially, of performing the work required, and has performed similar work in a satisfactory manner.
- 3.2.6. Carry and maintain adequate insurance consistent with the requirements listed in this solicitation.
 - 3.2.6.1. All work to be performed by BIDDER's employees shall be covered by Worker's Compensation insurance. No worker shall be allowed on-site unless they are covered. Exemption forms will not be accepted.
- 3.2.7. Meet any other requirements outlined in this solicitation.

4. **TERM**

- 4.1. The resultant agreement is expected to be for a term of ninety (90) calendar days, with services to commence within thirty (30) days upon receipt of a Purchase Order number.

5. **LOCATION OF SERVICES**

- 5.1. All equipment and materials included in this solicitation shall be transported to and installed at the following address:

Family Services Building
Brighton Reservation
500 East Harney Pond Road
Okeechobee, Florida 34974

6. **PRE-BID CONFERENCE**

- 6.1. A pre-bid conference has been scheduled for interested bidders to attend before the Bid Due Date for this solicitation. Attendance is **mandatory** to be eligible for award.
- 6.2. Bidders may ask questions during the pre-bid conference; however, all questions must also be submitted to the Contact Person(s) in writing by the Deadline for Questions to receive a formal written response.
- 6.3. The date, time, and location of the pre-bid conference are shown in the table below:

PRE-BID CONFERENCE	
Date:	Wednesday, August 17, 2022
Time:	11:00AM (EDT)

PRE-BID CONFERENCE	
Location:	Family Services Building Brighton Reservation 500 East Harney Pond Road Okeechobee, Florida 34974

- 6.4. An employee or representative of the prime BIDDER responding to this solicitation must be in attendance at the pre-bid conference in order to receive credit for attendance. Subcontractors or other individuals may not attend for the prime BIDDER.
- 6.5. In order to examine the roof, BIDDER must bring their own ladder to the pre-bid conference to ensure access to the roof. Bidders who do not bring their own ladder will be unable to access the roof.

7. **IMAGE(S)**

- 7.1. The following image depicts the existing shingle roof at the Family Services Building on the Brighton Reservation, as described in this solicitation.



SECTION III – SUBMISSION REQUIREMENTS

1. SUBMISSION REQUIREMENTS

- 1.1. BIDDER must include the items listed below as part of their submission to be considered for this solicitation. Failure to submit all information may result in disqualification or lower ranking due to not meeting these requirements.
 - 1.1.1. A proposal/quote on BIDDER's format/letterhead including pricing (*Attachment D*). Proposal shall also include the following:
 - 1.1.1.1. Add-on pricing for a second layer of tongue and groove plywood over the existing sheathing.
 - 1.1.1.2. Add-on per-unit pricing to replace any rotten plywood or fascia, as needed.
 - 1.1.2. A product list of all products that will be provided for this project (*Attachment E*). Product list should include the Florida State Product Approval Number/NOA.
 - 1.1.3. A sample or photo of the proposed shingles in the selected color (*Attachment F*).
 - 1.1.4. A proposed project schedule (*Attachment G*).
 - 1.1.5. All required attachments, exhibits, and forms, according to Section III, Paragraph 5 of this solicitation.

2. SUBMISSION INSTRUCTIONS

- 2.1. Electronic submissions in response to this solicitation must be emailed to the Contact Person(s) listed in Section III, Paragraph 4 by the Bid Due Date and time detailed in this solicitation.
 - 2.1.1. The TRIBE has an email size limit of 15MB per email. Larger files must be split into 15MB emails and sent separately.
 - 2.1.2. Physical correspondence, flash drives, or any other physical media shall not be accepted. Links to file sharing websites or portals will not be accepted.
- 2.2. The Subject Line of all emailed correspondence from the BIDDER to the TRIBE regarding this solicitation will follow the format shown below, accordingly:
 - 2.2.1. Subject Line for questions: ITB 77-2022 – [BIDDER NAME] – Question
 - 2.2.2. Subject Line for submission: ITB 77-2022 – [BIDDER NAME] – Submission
 - 2.2.2.1. 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.
- 2.3. If submitting separate files, the File Name of all submitted attachments and exhibits must include the assigned letter, for example, *Attachment A's* File Name must state, at a minimum, "Attachment A." BIDDER may include additional information in the File Name, if needed.
- 2.4. 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 the BIDDER's organization that was not specifically asked to be provided.

3. **PRICE**

3.1. Prices stated in proposal responses to this solicitation shall remain fixed and firm for all services to be performed for a minimum period of ninety (90) calendar days from the Bid Due Date.

4. **CONTACT PERSON(S)**

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

Ari Rioseco, Purchasing Contract Administrator
arianarioseco@semtribe.com

4.2. All questions submitted by prospective bidders will be answered via official Addendum to ensure all prospective bidders have access to the TRIBE's answers.

5. **ATTACHMENTS & EXHIBITS**

5.1. ATTACHMENTS:

Attachment	Description	Submission Instructions
Attachment A	W-9	Complete, sign, and submit.
Attachment B	Bid Form	Complete, sign, and submit.
Attachment C	No Bid Form	Complete, sign, and submit <u>ONLY</u> if not interested in submitting a bid response to this solicitation.
Attachment D	Pricing Proposal (to be submitted by BIDDER)	Review this attachment's requirements in Section III, Paragraph 1.1.1. This file must be clearly labeled in BIDDER's submission as <i>Attachment D</i> .
Attachment E	Product List (to be submitted by BIDDER)	Review this attachment's requirements in Section III, Paragraph 1.1.2. This file must be clearly labeled in BIDDER's submission as <i>Attachment E</i> .
Attachment F	Sample (to be submitted by BIDDER)	Review this attachment's requirements in Section III, Paragraph 1.1.3. This file must be clearly labeled in BIDDER's submission as <i>Attachment F</i> .
Attachment G	Proposed Project Schedule (to be submitted by BIDDER)	Review this attachment's requirements in Section III, Paragraph 1.1.4. This file must be clearly labeled in

Attachment	Description	Submission Instructions
		BIDDER's submission as <i>Attachment G</i> .

5.2. EXHIBITS:

Exhibit	Description	Submission Instructions
Exhibit A	Schedule of Values	Complete and submit. Submit a signed copy in PDF format <u>AND</u> an unsigned copy in editable Excel Format.
Exhibit B	Acknowledgement of Receipt of Addenda	Complete, notarize, and submit signed form <u>ONLY</u> if addenda has been issued.
Exhibit C	Statement of Qualifications	Complete, sign, and submit.
Exhibit D	Contractor Certification Regarding Debarment and Suspension	Complete, sign, and submit.
Exhibit E	Non-Collusion Affidavit of Prime Bidder	Complete, notarize, and submit signed form.
Exhibit F	Proposed Subcontractor List	Complete, sign, and submit. Note if no subcontractors will be utilized.
Exhibit G	Acknowledgement of Project Conditions	Sign and submit.
Exhibit H	List of Recently Completed Projects and Contract Amounts	Complete, sign, and submit.
Exhibit I	List of References	Complete, sign, and submit.
Exhibit K	Firm Certification	Complete, sign, and submit.
Exhibit L	Drug Free Workplace Form	Complete, sign, and submit.
Exhibit N	Certificate of Authority to Do Business in the State of Florida – Occupational License (to be submitted by BIDDER)	Provide required information and submit. This file must be clearly labeled in BIDDER's submission as <i>Exhibit N</i> .
Exhibit O	Florida Department of Business and Professional Regulation – License(s), Certificate(s), and/or Registration(s) (to be submitted by BIDDER)	Provide required information and submit. This file must be clearly labeled in BIDDER's submission as <i>Exhibit O</i> .

ATTACHMENT A

W-9

(Attached separately as a fillable .PDF)

ATTACHMENT B**BID FORM**

The undersigned, hereinafter called "Bidder", having familiarized itself with the nature and extent of the work, and having examined carefully the specifications and other required documents, proposes to furnish all labor, materials, equipment and other items, facilities, and services for the proper execution of the Bid Requirements, in full accordance with the specifications prepared by the below firms, and as listed in the Scope of Work:

The Bidder agrees to furnish all products, materials, and equipment and perform all labor necessary to complete the scope of work including all line items in the attached Scope of Work for the combined amount of (This shall **not** include any alternates)

The Bidder hereby agrees that:

The Bid Amount and Alternates shall remain in full force and effective for a period of ninety (90) calendar days after the time of opening of this bid and that the Bidder will not revoke or cancel this bid or withdraw from the competition for ninety (90) calendar days. **The Bidder further attests that the TOTAL BID AMOUNT herein proposed represents and includes the entirety of the work, fees, profit, overhead, general requirements, general conditions, etc. of the project, as per the bid documents.**

Base Bid (written): _____ dollars

Base Bid (figure): \$ _____

Company Name: _____

By: _____ Signature: _____

Title: _____

Address: _____ Dated this ____ day of _____ 20__

Attest: _____ Title: _____

ATTACHMENT C

NO BID/PROPOSAL REPLY FORM

BIDDER/PROPOSER:

If for any reason, you are not submitting a bid/proposal on this Request, we ask that you check one or more reasons below and return to us. From our study of these reasons, we are hopeful that we can develop future bid/proposal packages which will elicit your bid/proposal.

We hereby submit a "No Bid/Proposal" because:

- () 1. We are not interested in providing goods or services through this process.
- () 2. We are unable to prepare the bid/proposal in time to meet the due date.
- () 3. We do not wish to submit a bid/proposal under the terms and conditions of the solicitation document. STATE OBJECTIONS: _____
_____.
- () 4. We do not feel we can be competitive.
- () 5. We cannot submit a bid/proposal because of the marketing or franchising policies of the manufacturing company.
- () 6. We do not wish to serve a Government Entity. STATE OBJECTIONS: _____
_____.
- () 7. We do not provide the good(s) or service(s) for which bids/proposals are requested.
- () 8. Other: _____
_____.

We wish to () Remain on the list of bidders/proposers
 () Be deleted from

Firm _____

Sign _____

Print _____

ATTACHMENT D
PRICING PROPOSAL

(To be submitted by Bidder)

ATTACHMENT E

PRODUCT LIST

(To be submitted by Bidder)

ATTACHMENT F

SAMPLE

(To be submitted by Bidder)

ATTACHMENT G
PROPOSED PROJECT SCHEDULE

(To be submitted by Bidder)

EXHIBIT A
SCHEDULE OF VALUES

(Attached separately as .xlsx Excel file)

EXHIBIT B

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

Bidder acknowledges receipt of the Following Addenda:

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

Bidder: _____

By: _____
(Signature in File)

Title: _____

Address: _____
City *State* *Zip*

Phone: _____

Attest: _____
(Signature in File)

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
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

EXHIBIT C

STATEMENT OF QUALIFICATIONS

The undersigned guarantees the truth and accuracy of all statements and answers herein contained. (Space provided for answers will expand as needed).

1. How many years has your organization been in business?

2. Have you worked with the Tribe in the past? If so, what was the nature of the services previously provided to the Tribe?

3. Explain your capability to perform the full scope of services.

4. Have you ever failed to complete work awarded to you? If so, where and why?

5. Provide the following information concerning all contracts on hand as of the date of this bid/proposal submission: (List the information for all co-ventures, if applicable).

Name of Project Owner	Total Contract Value	Contracted Date of Completion	% Completion to Date

(Continue list on separate sheet, if necessary)

6. Have you personally inspected the proposed work, and do you have a complete plan for its performance?

7. Will you sublet any part of this work?

8. What equipment do you own that is available for--or relevant to--the proposed work? (Continue list on separate sheet, if necessary)

9. What equipment will you purchase for the proposed work? (Continue list on separate sheet, if necessary)

10. What equipment will you rent for the proposed work? (Continue list on separate sheet, if necessary)

11. State the true, exact, correct and complete name of the partnership, corporation, or trade name under which you do business, and the address of the place of business. (If a corporation, state the name of the President and Secretary. If a partnership, state the name of all the partners. If a trade name, state the names of the individuals who do business under the trade name. It is absolutely necessary, that this information be furnished.)

CORRECT NAME OF BIDDER

a. The business is a (Sole Proprietorship) (Partnership) (Corporation)

b. The address of principal place of business is:

c. The names of the corporate officers, partners, or individuals doing business under a trade name, are as follows:

Business Name:

Signature of Authorized Representative:

Print Name:

Title:

Date:

EXHIBIT D**CONTRACTOR CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

The undersigned as an officer and an authorized representative of Contractor certifies that Contractor and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Business Name: _____

Signature of Authorized Representative: _____

Print Name: _____

Title: _____

Date _____

_____ I am unable to certify to the above statements. My explanation is attached.

EXHIBIT E

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF FLORIDA
COUNTY OF _____

_____, being first duly sworn, deposes and says that: He is _____
_____ of _____, the Bidder that has submitted the
attached Bid:

He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent
circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees
or parties in interest, including this Affiant, has in any way colluded, conspired, connived or
agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham
Bid in connection with the Contract for which the attached Bid has been submitted or to refrain
from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought
by agreement or collusion or communication or conference with any other Bidder, firm or person
to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit
or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any
collusion, conspiracy, connivance or unlawful agreement any advantage against the Seminole
Tribe of Florida or any person interested in the proposed Contract; and

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any
collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its
agents, representatives, owners, employees, or parties in interest, including this Affiant.

BIDDER: _____

By: _____

Title: _____

Date: _____

Subscribed and sworn to me this _____ day of _____ 2021

NOTARY PUBLIC: _____

Commission Expires: _____

(SEAL)

EXHIBIT F

PROPOSED SUBCONTRACTOR LIST

List proposed subcontractors to be contracted by the Bidder (utilization of subcontractors require pre-approval by the Tribe).

COMPANY NAME	SPECIALTY

Business Name: _____

Signature of Authorized Representative: _____

Print Name: _____

Title: _____

Date _____

EXHIBIT G**CONTRACTOR ACKNOWLEDGEMENT OF PROJECT CONDITIONS**

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

Acknowledged and signed by:

Signature/Date

Print Name

EXHIBIT H**LIST OF RECENTLY COMPLETED PROJECTS AND CONTRACT AMOUNTS**

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

1. Client Name: _____
- a. Client Address _____
 - b. Client Phone _____
 - c. Contact Person _____
 - d. Project Name _____
 - e. Location of Project _____
 - f. Description of Project _____
 - g. Project Performance Date _____

2. Client Name: _____
- a. Client Address _____
 - b. Client Phone _____
 - c. Contact Person _____
 - d. Project Name _____
 - e. Location of Project _____
 - f. Description of Project _____
 - g. Project Performance Date _____

3. Client Name: _____
- a. Client Address _____
 - b. Client Phone _____
 - c. Contact Person _____
 - d. Project Name _____
 - e. Location of Project _____
 - f. Description of Project _____
 - g. Project Performance Date _____

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. Fax Number _____
 - e. Email Address _____

2. Reference 2:
 - a. Name _____
 - b. Address _____
 - c. Phone Number _____
 - d. Fax Number _____
 - e. Email Address _____

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

Business Name: _____

Signature of Authorized Representative: _____

Print Name: _____

Title: _____

Date _____

EXHIBIT K

FIRM CERTIFICATION

I/we make the following certifications and assurances as a required element of the Request for Qualifications, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract:

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. I/we understand that the Seminole Tribe of Florida will not reimburse me/us for any costs incurred in the preparation of this proposal.
3. I/we agree that submission of the attached qualifications constitutes acceptance and understanding of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
4. No attempt has been made or will be made by the Firm to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
5. I/we grant the Seminole Tribe of Florida the right to contact references and others who may have pertinent information regarding the ability of the Respondent and the lead staff person to perform the services contemplated by this proposal.

On behalf of the firm submitting this proposal, I hereby certify the above statements:

Business Name: _____

Signature of Authorized Representative: _____

Print Name: _____

Title: _____

Date _____

EXHIBIT L

DRUG-FREE WORKPLACE FORM

The undersigned Bidder, does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under procurement a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or no contest to, any violation of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

Business Name: _____

Signature of Authorized Representative: _____

Print Name: _____

Title: _____

Date _____

EXHIBIT N

**CERTIFICATE OF AUTHORITY TO DO BUSINESS IN THE STATE OF FLORIDA –
OCCUPATIONAL LICENSE**

(To be submitted by Bidder)

EXHIBIT O

**FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION –
LICENSE(S), CERTIFICATIONS(S), AND/OR REGISTRATION(S)**

(To be submitted by Bidder)