



SEMINOLE TRIBE OF FLORIDA
INVITATION TO QUOTE

Solicitation No.: ITQ 41-2022

Title: Residential Metal Roof Replacement Services

Description: The Housing Department of the Seminole Tribe of Florida is requesting quotations from qualified vendors to provide Metal Roof Replacement Services for ten (10) Tribal Member owned homes.

Term/Duration: Ninety (90) calendar days from date of written Notice to Proceed (NTP).

Solicitation Release Date: June 28, 2022

Mandatory Pre-Bid Site Visit: July 13, 2022@ 11:00AM EDT
Big Cypress Housing Office
30901 Buffalo Jim North
Clewiston, FL 33440

Deadline for Questions*: July 25, 2022@ 5:00PM EDT

Bid Due Date: August 11, 2022@ 5:00PM EDT

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

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

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

SAFETY BRIEFING

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

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

SAFETY REQUIREMENTS

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

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

SECTION I – BACKGROUND / GENERAL INFORMATION

1. BACKGROUND

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

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

2. INSURANCE

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

Minimum Scope of Insurance

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

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

insurance during the duration of the contract, CONTRACTOR agrees to continue to procure and continuously maintain products liability insurance coverage for a minimum of three years after the date the contract is completed or terminated.

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

Minimum Limits of Insurance

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

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

Deductibles and Self-insured Retentions

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

Other Insurance Provisions

The required insurance shall contain the following additional provisions:

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

Acceptability of Insurers

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

Verification of Coverage

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

3. SEMINOLE TRIBAL MEMBER VENDOR PREFERENCE

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

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

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

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

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

4. VENDOR APPLICATION AND REGISTRATION PROGRAM

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

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

5. SELECTION OF CONTRACTOR(S)

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

The TRIBE will select the lowest priced quote so long as the CONTRACTOR is responsive, responsible and qualified CONTRACTOR based on evaluation of CONTRACTOR responses to this solicitation as deemed relevant to the TRIBE. CONTRACTOR(S) must be Seminole Tribal Member owned to be eligible for this solicitation.

This solicitation and selection process shall in no way be deemed to create a binding contract, agreement or offer of any kind between the Seminole Tribe of Florida and any entity. If the TRIBE selects a CONTRACTOR to provide the services described in this solicitation, any legal rights and obligations between the successful CONTRACTOR, if any, and the TRIBE will come into existence only when an agreement is fully executed by the parties, and the legal rights and obligations of each party shall at that time be only those rights and obligations which are set forth in the agreement and any other documents specifically referred to in that agreement and executed by the parties.

6. ADDITIONAL ITEMS AND SERVICES

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

7. FRAUD AND MISREPRESENTATION

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

8. CONFIDENTIALITY / NON-DISCLOSURE

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

9. NON-EXCLUSIVITY

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

10. DISCLOSURE

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

11. ADDENDA / REVISIONS TO SOLICITATION

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

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SECTION II – SCOPE OF WORK/SERVICES

1. SCOPE OF SERVICES

The Housing Department of the TRIBE is requesting quotes from qualified vendors to provide residential metal roof replacement services. All roofing material provided by CONTRACTOR shall meet or exceed Florida Building Code (FBC) 2010 and the Miami Dade County Roofing Code.

2. ROOF REPLACEMENT

- Supply all labor and materials necessary to install new 24-gauge standing seam metal roof systems. The TRIBE's Housing Department must pre-approve all materials. The roofing system is to be installed as described in the Product Approval and/or Notice of Acceptance (NOA), and in accordance with the Florida Building Code.
- Remove all existing shingles, vent boots, felt, drip edge, and gutters, as necessary. Save gutters for reinstall.
- Inspect and replace any rotted or damaged plywood and fascia board.
- Include three (3) sheets of plywood (~96 Square Feet) or ninety-six (96) square feet of other decking type (if applicable) in quotation per location.
 - o Prime and paint to match any replaced fascia boards and stucco.
 - o Re-nail all decking to code.
 - o Provide and install base layer American Society of Testing and Materials (ASTM) D-226 3#0 felt, fastened to the deck with tin tags and ring shank nails, per Miami-Dade approved (required by NOA).
 - o Provide and install Polyglass Polystic TU Plus peel & stick.
 - o Provide and install Versa Shield fire barrier sheet.
 - o Provide and install new 24-gauge metal standing seam roof with Galvalume or equivalent finish
 - o Replace all removed vents, turbines, caps, boots, etc. with new matching replacement.

3. CONTRACTOR REQUIREMENTS

- CONTRACTOR is responsible for obtaining ALL required permits and drawings.
- If permitting is required, CONTRACTOR shall submit the permit application within two days of receiving a Purchase Order.
- CONTRACTOR shall submit a project schedule with the quote in response to this solicitation. The project schedule shall be approved by the Housing Department before a Purchase Order is requested.
- Contractors are expected to work Monday-Friday, 8:00am-5:00pm unless otherwise specified by the project manager

4. JOB SITE

- CONTRACTOR shall be responsible for visiting the jobsite and becoming familiar with the job and working conditions.

- CONTRACTOR shall strictly adhere to all applicable federal, state, and local regulations associated with roofing practices and procedures.
- Normal safety precautions such as and temporary roping off around work areas shall be implemented and maintained in accordance with OSHA requirements while the work is in progress.
- CONTRACTOR shall be responsible for notification of owner's representative before beginning work if conditions substantially exceed this SOW.
- The CONTRACTOR must provide for the CONTRACTOR's own storage of material and equipment, if needed. Any materials left overnight are to be stacked neatly in one area with a safety fence around them.
- CONTRACTOR is responsible for its debris and trash and shall keep the jobsite clean and tidy. Debris and trash shall be immediately removed from the site daily. CONTRACTOR shall use a magnet pulled over the surrounding work area to remove any nails from the grass/yard around the home at the end of each work day. Prior to acceptance of the work by the Housing Department representative, the CONTRACTOR shall completely clean the site and remove from site all trash and debris and shall dispose of such materials.
- CONTRACTOR may obtain water and electricity from existing facilities.

5. LICENSING REQUIREMENTS

The Prime Contractor and all pre-approved subcontractors shall provide evidence of licensure to the Tribal Inspector's Department. Any of the following:

State: CERTIFIED ROOFING CONTRACTOR; OR
or,

County: ROOFING CONTRACTOR – CLASS "R"

All work not within the scope of the above CONTRACTOR shall be completed by a TRIBE approved licensed subcontractor. All contractors/subcontractors shall have current Liability Insurance and Workers Compensation Insurance, or proof of exemption from Workers Compensation.

6. QUALIFICATIONS

- Quotes shall be considered only from contractors normally engaged in performing the type of work specified in this solicitation. CONTRACTOR must have adequate organizational resources, facilities, equipment, and personnel to ensure prompt and efficient service to the Tribe.
- At a minimum, qualifying quotes shall demonstrate that CONTRACTOR possesses the qualifications necessary to provide high quality services. To ensure CONTRACTOR is capable of providing an acceptable level of service to the TRIBE, CONTRACTOR must meet the following minimum qualifications:
 - o Hold a current Certified Roofing Contractor or Roofing Contractor Class "R" License(s), Certification(s), and/or Registration(s) applicable to these type of construction related services. Any sub-

contractors employed by the CONTRACTOR shall be licensed and insured and ensuring their performance in accordance with the requirements of this ITQ is the responsibility of the CONTRACTOR.

- A minimum of three (3) years' experience in providing similar services. Provide a list of three (3) current references for three (3) individual projects of similar size, scope, and complexity, which were completed within the past three (3) years.
 - Have the listed current personnel and maintain a fully equipped organization capable, technically and financially, of performing the work required, and has performed similar work in a satisfactory manner.
 - Carry and maintain adequate insurance consistent with the requirements listed in this solicitation.
 - Meet any other requirements outlined in this solicitation or in the contract documents.
 - Business is required to be actively registered with in the State of Florida where organized and present.
- If applicable, contractors must demonstrate and provide proof the required licensure(s), outlined in this solicitation is governed by the State of Florida.

7. SERVICE LOCATIONS

30475, 30495, 30515, 30570, 30601, 30610, 30625, 30660, 30685 and 30700 Eloise Osceola Street
Clewiston, Florida 33440

8. MANDATORY PRE-BID CONFERENCE

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

Pre-Bid Site Visit
Big Cypress Housing Office
July 13, 2022 @ 11:00AM EDT
30901 Buffalo Jim North
Clewiston, Florida 33440

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

9. CONTACT PERSON

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

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

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10. ATTACHMENTS, EXHIBITS & FORMS

Attachment	Description	Submission Instructions
Attachment A1	FL Dept. of Business and Professional Regulation – License(s), Certifications(s), And/Or Registration(s)	Submit copy of licenses as defined in this Solicitation.
Attachment A2	Certificate Of Authority To Do Business In The State of FL – Occupational License	Submit copy of Florida Certificate of Authority or Florida Business Tax Receipt.
Attachment D	Contractor Certification Regarding Debarment and Suspension	Complete and submit signed form.
Attachment E	Workers Comp Exemption Affidavit (as applicable)	Submit signed form if Worker’s Compensation Exemption applies.
Attachment F	Drug Free Workplace Form	Complete and submit signed form.
Attachment U	Statement of Qualifications	Complete and submit signed form.
Attachment V	List of Recently Completed Projects and Contract Amounts	Complete and submit form
Attachment W	List of References	Complete and submit
Attachment X	No Bid Form (as applicable)	Submit this form only if declining to bid.
Attachment Y	W9	Complete and submit signed form.

Exhibit	Description	Submission Instructions
Exhibit A	Schedule of Values	Complete and submit signed form. Provide a copy in editable Excel format.
Exhibit D	Contractor Acknowledgement Project Conditions	Submit signed form.
Exhibit E	Contractor Bid Form	Complete and submit signed form.
Exhibit F	Non-Collusion Affidavit of Prime Bidder	Complete and submit notarized form.
Exhibit J	Acknowledgement of Receipt of Addenda (as applicable)	Complete and submit signed form only if addenda has been issued.
Exhibit N	Subcontractor and Supplier Listing	Complete and submit signed form. Note on form if no subcontractors will be used.

SECTION III – SUBMISSION REQUIREMENTS

1. SUBMISSION REQUIREMENTS

Electronic submissions which includes all Exhibits and Attachments listed in Section 10 of the Scope of Work must be e-mailed to the Contact Person by the due date listed in this document. Links to file sharing websites or portals will not be accepted.

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

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

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

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