



SEMINOLE TRIBE OF FLORIDA INVITATION TO BID

Solicitation No.: ITB 72-2024

Title: McDaniel's Ranch Roof Repair (Big Cypress)

Description: The Building & Grounds Department of the Seminole Tribe of Florida is requesting bids from qualified contractors to repair the clay roof system needed at the McDaniels Ranch Main House and Guest House located off-reservation, near the Seminole Tribe's Big Cypress Reservation in Clewiston, Florida.

Solicitation Release Date: August 19, 2024

Pre-Bid Conference: August 27, 2024 @ 10:00 AM **(MANDATORY)**
33465 County Road 833
Clewiston, FL, 33440

Deadline for Questions*: September 3, 2024 @ 5:00 PM

Bid Due Date: September 17, 2024 @ 5:00 PM

Contact Person(s)*: To: KylaRedmond@semtribe.com
Cc: BidSubmissions@semtribe.com
Contact instructions are detailed in Section IV, Paragraph 4.

*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 “Bidder” are used interchangeably in this document to refer to respondents of this ITB. The term “Contractor” is used in this document to refer to the awarded 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 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.

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

BIDDER 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 BIDDER in this solicitation is to be used solely to permit BIDDER to reply to the solicitation and BIDDER 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. BIDDER 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 selection does not grant 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.

6. DISCLOSURE

BIDDER 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.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION II – SCOPE OF WORK

1. PROJECT DETAILS

Details regarding this scope of work, including CONTRACTOR responsibilities, technical requirements, term/duration, etc., are available for BIDDER'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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION III – QUALIFICATIONS REQUIREMENTS

1. GENERAL QUALIFICATIONS

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.

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

- Be the prime contractor 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 bids 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 this solicitation. The prime contractor and all subcontractors shall meet licensure requirements to perform work in the State of Florida, and must provide evidence of State or County licensure, as shown below:
 - **State:** Certified Roofing Contractor;
 - OR
 - **County:** Registered Roofing Contractor
- Have a minimum of five (5) years of experience in providing similar services.
- Be actively registered as a business within the State of Florida and provide proof of the required licensure(s) governed by the State of Florida.
- 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*.
 - All work shall be performed by CONTRACTOR's employees and shall be covered by Worker's Compensation insurance. No worker will be allowed to be on the job site, unless they are covered. Exemption forms will not be accepted.
- Meet any other requirements outlined in this solicitation.

2. PRE-BID CONFERENCE (MANDATORY)

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

2.1. ATTENDANCE AND ATTENDEES:

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

2.2. MEETING DETAILS:

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

2.3. QUESTIONS:

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

2.4. GENERAL:

- Roof must be accessed by ladder. A ladder is not available at the location. Prospective bidders shall bring their own thirty-foot (30') ladder to access the roof. The TRIBE shall not provide ladders or lift gate for prospective bidders to view the roof.
- Prospective bidders shall not access the roof until given permission to do so by the TRIBE's Project Manager. Accessing the roof without the TRIBE's permission may result in disqualification.
- The use of drones shall not be permitted. The TRIBE will not provide drone footage of the site to prospective bidders.
- At the TRIBE's discretion, the TRIBE may videotape and/or audiotape the Pre-Bid 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-Bid Conference, as determined by the TRIBE.

SECTION IV – SUBMISSION REQUIREMENTS & INSTRUCTIONS

1. SUBMISSION REQUIREMENTS

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

- Attachments & Exhibits Checklist – BIDDER must initial next to each attachment and exhibit listed in the two (2) tables in Section IV, Paragraph 5, to confirm BIDDER's submission includes each applicable completed form.
- Compliance Documents – As described below (*Exhibit M*):
 - A copy of BIDDER's Certificate of Insurance;
 - A copy of licenses, certificates, or registrations, as defined in this solicitation;
 - A signed copy of BIDDER's existing W-9 (not required for currently registered vendors of the TRIBE);
 - A copy of BIDDER's Florida Certificate of Authority or Florida Business Tax Receipt to prove authority to do business in the State of Florida (not required for currently registered vendors of the TRIBE). If incorporated elsewhere, similar document(s) from other state are acceptable.
- All other required exhibits according to Section IV, Paragraph 5 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 BIDDER by the TRIBE shall not be altered by BIDDER 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.

2. PRICE

Prices stated in bid responses to this solicitation shall remain fixed and firm for all services to be performed for a minimum period of two hundred twenty (220) calendar days from the Bid Due Date.

BIDDER shall provide pricing for the Main House and the Guest House within their bid submission per *Exhibit A – Schedule of Values* to be eligible for award.

3. SUBMISSION INSTRUCTIONS

Electronic submissions in response to this solicitation must be emailed to the Contact Person(s) listed in Section IV, Paragraph 4 by the Bid Due Date and time detailed in this solicitation.

The 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 BIDDER to the TRIBE regarding this solicitation will follow the format shown below, accordingly:

- Subject Line for questions: ITB 72-2024 – [BIDDER’s Company Name] – Question
- Subject Line for submission: ITB 72-2024 – [BIDDER’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.” BIDDER may include additional information in the File Name, if needed.

Submissions must be clear, concise, organized, legible, and easy to read and navigate. Submissions may be returned to BIDDER 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 BIDDER’s organization that was not specifically asked to be provided.

4. 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

Cone of Silence: 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.

5. ATTACHMENTS & EXHIBITS

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

Please note, Attachments are reference documents which require BIDDER’s review. Exhibits are documents which BIDDER must provide or complete and sign, according to the instructions specified by the TRIBE in the “Submission Instructions” below.

5.1. ATTACHMENTS:

Attachment	Description	Submission Instructions	BIDDER'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	Images	Review information. Initial in next cell to confirm this document has been reviewed. No further action needed.	
Attachment D	Drawings	Review information. Initial in next cell to confirm this document has been reviewed. No further action needed.	
Attachment E	Verea Florida Building Code 23	Review information. Initial in next cell to confirm this document has been reviewed. No further action needed.	
Attachment F	Notice of Acceptance (NOA) Verea Spanish "S"	Review information. Initial in next cell to confirm this document has been reviewed. No further action needed.	
Attachment G	Verea Installation Manual	Review information. Initial in next cell to confirm this document has been reviewed. No further action needed.	

5.2. EXHIBITS:

Exhibit	Description	Submission Instructions	BIDDER's Initials
Exhibit A	Schedule of Values	Review all tabs and fill-in required information. Provide two (2) copies of this document, as described below: <ul style="list-style-type: none"> A filled-in and signed version in PDF format 	

Exhibit	Description	Submission Instructions	BIDDER's Initials
		<ul style="list-style-type: none"> A filled-in and unsigned version in .xlsx Excel format 	
Exhibit B	Bid Form	Complete, sign, and submit. The Total should be the BIDDER's base bid, and should not include optional/add-on services, unless specifically requested by the TRIBE to include.	
Exhibit C	Qualification Questionnaire	Complete and submit.	
Exhibit D	Contractor Certification Regarding Debarment and Suspension	Complete, sign, and submit.	
Exhibit E	Non-Collusion Affidavit of Prime Bidder	Complete, sign, and submit.	
Exhibit F	Proposed Subcontractor List	Complete, sign, and submit. If no subcontractors are expected to be used, please note, sign, and submit.	
Exhibit K	Firm Certification	Complete, sign, and submit.	
Exhibit L	Drug-Free Workplace Form	Complete, sign, and submit.	
Exhibit M	Compliance Documents	<p>To be submitted by BIDDER. Review this attachment's requirements in Section IV, Paragraph 1 "Compliance Documents." This file must be clearly labeled in BIDDER's submission as <i>Exhibit M</i>.</p> <p>If BIDDER does not have an existing signed W-9, BIDDER may request a W-9 template from the Contact Person(s).</p>	
Exhibit Z	Acknowledgement of Receipt of Addenda	Complete, sign, and submit form <u>ONLY</u> if an addendum has been issued.	

SECTION V – SELECTION PROCESS

1. EVALUATION CRITERIA

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

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

- On-time and complete submission (with all required documentation)
- License requirements
- Projected completion date and lead time
- Previous performance at a satisfactory level
 - The TRIBE reserves the right to eliminate any submission should BIDDER have evidence of previous poor or unsatisfactory performance for similar or dissimilar services performed for the TRIBE or other companies.
- Statement of Qualifications (if applicable)
- Current and pending workload with the TRIBE performing similar and dissimilar services, and capability to take on additional responsibilities without negatively impacting existing opportunities
- Any other relevant factors, as listed in the solicitation
- Pricing versus the market
 - Pricing will be listed from lowest price to highest price for all bidders whose submission meets the minimum requirements listed above

The applicable bid(s) will be eliminated if any of the following apply:

- Any criteria or requirements are incomplete
- Any criteria or requirements are not met
- The required schedule cannot be met
- Any other relevant factor(s) are not met, as determined by the TRIBE

The remaining bid(s) will be evaluated on a price versus the market comparison and an awardee(s) will be determined. The TRIBE may select one (1) or multiple respondents to provide the solicited services. The TRIBE reserves the right to split award in its sole discretion.

This solicitation and selection process shall in no way be deemed to create a binding contract, agreement, or offer of any kind between the TRIBE and any entity. If the TRIBE selects a 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.

2. RIGHT TO RESCIND AWARD

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.

3. 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.

4. 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.

5. 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ATTACHMENT A

SCOPE OF WORK

1. INTRODUCTION

The TRIBE is requesting bids from qualified contractors to replace the clay roof system at the McDaniels Ranch Main House and Guest House near the TRIBE's Big Cypress Reservation, in accordance with the specifications listed in this solicitation.

2. PROJECT DETAILS

- CONTRACTOR shall provide all materials listed per this Scope of Work using the specified materials/manufacturers listed. Material substitutions may not be used.
- Any dimensions mentioned in this solicitation are an estimate and provided for reference only and shall be assumed inaccurate until confirmed by the CONTRACTOR's own measurements.
- Upon award, CONTRACTOR may visit the site as needed with approval from the TRIBE.
- CONTRACTOR shall have supervisor present during deliveries (portables, equipment, dumpsters, lifts, etc.) and removal of materials.
- Approximate measurements for the McDaniels Ranch are listed below:
 - McDaniels Ranch Main House:
 - Approx. four thousand one hundred fifteen square feet (4,115 sqft)
 - Estimated installation in 2002
 - McDaniels Ranch Guest House:
 - Approx. nine hundred eleven square feet (911 sqft)
 - Estimated installation in 2007

2.1. REMOVAL, DISPOSAL, AND REPAIRS:

- CONTRACTOR shall remove and responsibly dispose of the existing Clay Tile roofing material, and repair areas of the roof that inhibit the new roof's installation.
- The existing roofs underlayment (unknown), although over plywood deck and manufacturers recommendation either Polystick underlayment or Boral underlayment.
- CONTRACTOR shall only tear-off what can be made watertight in the same day.
- CONTRACTOR shall clean the roof surface, remove debris, nails, fasteners, and re-nail in the sheathing in accordance with current building codes.
- CONTRACTOR shall inspect the existing chimney during the Mandatory Pre-Bid Conference for defects and repairs. CONTRACTOR shall perform repairs to the chimney as needed.
- Use of miscellaneous material to complete the job (as needed).
- Daily use magnetic device to pick up nails, lose fasteners, and other particles around roof surface and ground surface.

2.2. INSTALLATION AND REPLACEMENT:

- CONTRACTOR shall replace and install new Spanish “S” Clay Roof Tile System manufactured by Verea.
- CONTRACTOR shall replace and install new Spanish “S” Clay Roof Tile System, mirroring the existing two-tone color dimensional roof line.
- CONTRACTOR is responsible for measuring the roof accuracy for the Main House and adjacent Guest House and providing an accurate quantity of materials to complete the project.
- CONTRACTOR shall replace and install new aluminum “L” metal, valley metal, and drip edge (drip edge color to match the existing color) and flashing metals with the appropriate stainless-steel nails/fasteners.
- Replace and install rotted fascia, prime coat six (6) exposed sides prior to being re-installed.
- CONTRACTOR shall provide (but not be limited to) the following roofing services:
 - Wind Uplift Test
 - Membrane/Underlayment (waterproof protector)
 - Facia
 - Flashing
 - Sheathing
 - Goose Neck and Lead Stack details (fastened directly to vent, eliminate heat/moisture)
 - Gutters/Downspouts
 - Have trim closure aka: drip edge (recommended metal galvanized; avoids moisture)
 - Metal Eave Closure – (recommended clay bird stops/avoids small animals entering roof)
 - Hip & Ridge-Rake – (manufacture (Verea) provides universal pieces)
 - Hip & Ridge three (3) layers for protection (Peel & Stick, foam adhesive)
 - Hip & Ridge tile support (trim corner and seal with mastic sealant)
 - Wood deck - water stain intrusion.
 - Trim Locks – (recommended five inches (5”) seal system)
 - Vallie’s (water pass through/avoid leaves clogging)
 - Chimney
 - Perlin’s (as needed)
 - Foam, Tin Cap, Nails, etc.

2.3. DISTRIBUTION CENTERS SPECIFICATIONS REQUIREMENTS:

- BIDDER shall contact the distribution centers listed below to obtain the required manufactured material pricing for materials (Clay Roofing Tiles, Ridges, Eave Bird Stop Closures-Metal eight point three feet long (8.3’ L)) and ask questions related to the materials, manufacturer’s warranty, etc.:
- CONTRACTOR is not permitted to order directly from Manufacture Verea and shall contact the following distribution center(s) listed below to price and purchase the required materials outlined in this solicitation.
 - ABC Supply
 - Beacon Roofing Supply

- Suncoast Roofers Supply
- Spec Building Materials
- Gulfeagle Supply
- Mediterranean Roof Tile
- Roof Depot
- Tropical Roof Supply

2.4. MANUFACTURER SPECIFICATIONS REQUIREMENTS:

- CONTRACTOR shall provide two (2) individual color pallet samples for the TRIBE’s Project Manager’s approval prior to ordering.
 - These materials are bundled as follows: Upon purchasing materials each square is ten-inch by ten-inch (10” x 10”), bundle of eighty-eight (88) pieces and priced per square.
- Notice of Acceptance (NOA): No. 22-1202.02
- Evaluation Report: Creek Technical Services, LLC Florida Building Code, 8th Edition (2023).
- The following roofing material samples are shown below for reference:
 - Verea S Red (Left)
 - Verea S Graphite (Right)



TILE SPECIFICATIONS

TILE PROFILE	LENGTH	WIDTH	WEIGHT /UNIT	PIECES /PALLET	SQ. /PALLET	WEIGHT /PALLET	TILES /SQUARE	WEIGHT /SQUARE	MIAMI-DADE NOA	FL APPROVAL #
SPANISH S	19.5 in.	11 in.	7.8 lbs.	378	4.3	2,963 lbs.	88 pcs.	686 lbs.	22-1202.02	FL17152-R4

2.5. ADDITIONAL CONTRACTOR RESPONSIBILITIES:

- The TRIBE recommends CONTRACTOR use a twenty-foot (20') ladder reachable for two (2) story Main House and adjacent Guest House.
- CONTRACTOR shall rope off and erect warning signs in all areas where the work is being performed or where any chance of damage or injury could occur.
- CONTRACTOR may not enter property unattended, contact information for the TRIBE's representative will be issued at a later date.
- CONTRACTOR may access property to perform work Monday through Sunday 8:00 AM through 5:00 PM (ET) daylight hours.
 - CONTRACTOR shall notify the TRIBE's Project Manager in advance of the workday schedule and delays and receive approval from the TRIBE's Project Manager prior to performing work.
 - CONTRACTOR shall not perform work during Tribal events, holidays, extreme weather conditions, and emergency advisory notices.
- CONTRACTOR shall be aware of property located in a wilderness and lakefront area where caution is required to avoid potentially dangerous wildlife, such as bears, alligators, etc.
- CONTRACTOR shall provide and practice Occupational Safety and Health Administration (OSHA) safety when using tie offs; hoist(s), ladders, lift apparatus, scaffolding, materials, tools, etc., required to complete project.
- CONTRACTOR shall provide the following resources for their use: dumpsters, portable toilets, portable generators, source of electricity; for example, a portable/moveable power tool, extension cords, etc.
 - CONTRACTOR shall not use the exterior power outlets on Main House and adjacent Guest House.
 - Proper rotation of portal toilets and dumpers, supervision mandatory for delivery and removal, environmentally responsible for the disposal of all debris. (The TRIBE will provide a designated area for CONTRACTOR's equipment and vehicles.)
 - CONTRACTOR shall not dump open food or food disposal of any kind.
 - The TRIBE encourages CONTRACTOR to provide a locking mechanism on equipment.
 - Appropriate deliverables such as vehicles, dumpsters, etc., sizing is imperative as the entry way is narrow.
- CONTRACTOR shall provide ground protection, safety signage, barricades, erect warning signs and rope off, etc. throughout project duration.
- CONTRACTOR shall complete sections at a time prior to moving into a new area.
- During and after installation, CONTRACTOR shall clean up the entire area for debris and use a magnetic device to pick up all loose nails or fasteners around the roof surface and ground surface area.
- CONTRACTOR shall inspect sealed packaging with original labeling with no evidence of damage, warping, etc., supply new, not reconditioned, otherwise advise Project Manager if excessive material shall be replaced and provide estimated delivery. All materials shall be used in strict adherence to the specific manufacturer's (Verea) specifications and/or labeling.

- CONTRACTOR shall access water spigot located on the outer parameters but are required to have at minimum one-hundred-foot (100') hose.
- CONTRACTOR shall remove all ladders, lift apparatus, scaffolding, etc., upon final project completion. The TRIBE will not provide any equipment, ladders, materials, tools, etc. The TRIBE is not responsible for loss, missing, damage, or replacement of tools, equipment, etc.
- CONTRACTOR shall be responsible for and use care protection of the TRIBE's property and shall protect other areas not in this Scope of Work from dirt, damage, grass, vehicle tracks, etc.
 - If such damage occurs, CONTRACTOR shall be solely responsible for the restoration of such damages as the result of CONTRACTOR's or any employees of CONTRACTOR.
- 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.
- CONTRACTOR shall maintain a full work force from the start to the completion of the project and provide a qualified English-speaking Supervisor on the job site.
- CONTRACTOR must be in appropriate company gear, recommended boots, long sleeves, long pants, bug repellent, hats, eyewear, gloves, etc. (safety gear) while working on the premises.
- CONTRACTOR is responsible for providing pricing (*Exhibit A – Schedule of Values*) based on the actual field measurements, quantity of materials, site conditions, and labor.
- CONTRACTOR shall produce all necessary State, County, and local licenses where applicable.

2.5.1. PERMIT REQUIREMENTS:

- All work performed under the resultant agreement shall be in strict compliance with the Florida Building Code, industry standards, OSHA regulations, and local municipalities.
 - CONTRACTOR shall be responsible for job safety administration, (including tools, equipment, and work methods), and must comply with applicable OSHA safety regulations. All work performed under this agreement shall be in strict compliance with the Florida Building Code, industry standards, OSHA regulations, and local municipalities.
- CONTRACTOR shall furnish and post permit prior to mobilizing, and staging.
- CONTRACTOR shall be responsible for timely obtaining all necessary plans, permits, Engineering documents/drawings, and inspections through appropriate agencies.
 - Contact Hendry County Building Department at (863) 675-5245 or www.hendryfla.net, or email: permit@hendryfla.net for requirements.
 - CONTRACTOR shall follow instructions to register for the Off Reservation property. All new incoming permitting applications can be Etrackit (Track Only) as per the website.
 - Once registration has been approved, the CONTRACTOR or delegate will be able to log in to use the site.

3. **UNFORESEEN CONDITIONS**

- Many times, as work progresses, situations arise that are unforeseen or problems are uncovered that are outside of the scope of CONTRACTOR's work. When such situations arise, CONTRACTOR shall stop work on this area, and the TRIBE and CONTRACTOR should come to some mutual agreement prior to the resumption of work. At no time is CONTRACTOR to continue such new work without written agreement from the TRIBE if any additional charges are to be billed beyond the original contract amount.
- Unforeseen additional services under \$500 are expected by the TRIBE. An allowance of \$500 has been included in the attached *Exhibit A – Schedule of Values* for the listed possible unforeseen additional services, if needed. Unforeseen additional services between \$500 and \$5,000 shall require mutual agreement between CONTRACTOR and the TRIBE. In cases of unforeseen additional services over \$5,000, the TRIBE reserves the right to rescind award and award project to the next highest scored or lowest-priced bid.

4. **WARRANTY**

- All Manufacturer's warranties shall pass through without restriction to the TRIBE. Any warranties offered by CONTRACTOR shall be in addition to the manufacturer's warranty and shall not be a substitute. CONTRACTOR's base price for any product offered shall be inclusive of warranty.
- Manufacture Warranty: Lifetime Warranty minimum of twenty (20) years from date of installation.
- Workmanship Warranty: Workmanship and Installation warranty shall be a minimum of two (2) years in business from date of installation.

5. **TRIBE'S RESPONSIBILITIES**

- The TRIBE will be responsible for removing or protecting loose objects in the work area that are not included in this Scope of Work. If such items are not removed, the CONTRACTOR shall exercise due diligence to protect any such items.
- The TRIBE will provide access to water, for CONTRACTOR's use, where possible.
- The TRIBE will provide a designated area for CONTRACTOR's equipment and vehicles.

6. **EXCLUSIONS**

Any other optional accessory beyond the manufacturer's standard features, or any aftermarket modification, that is not specifically included in CONTRACTOR's Scope of Work.

7. **LOCATION OF SERVICES**

The services described in this solicitation shall be delivered to and installed at the location identified below:

McDaniel's Ranch Main and Guest House (Off-Reservation)
33465 County Road 833
Clewiston, FL 33440

8. PERIOD OF PERFORMANCE

All services described in the Scope of Work must commence within one hundred and eighty (180) calendar days of receipt of Purchase Order or Notice to Proceed (email sufficient).

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

IMAGES

1. AERIAL IMAGES

a) Main House:



b) Guest House:



2. SITE PHOTOS

a) Existing conditions for reference

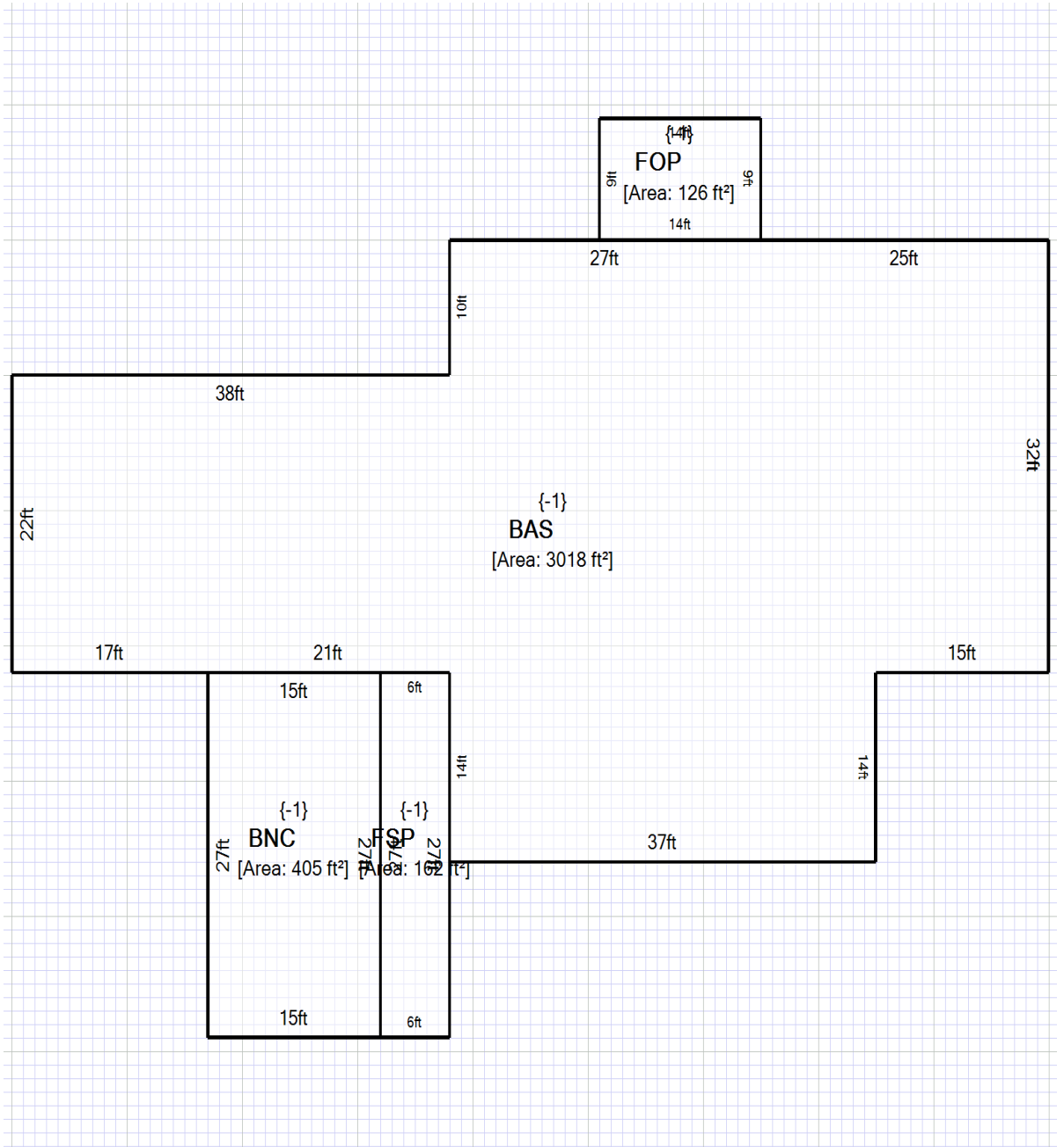




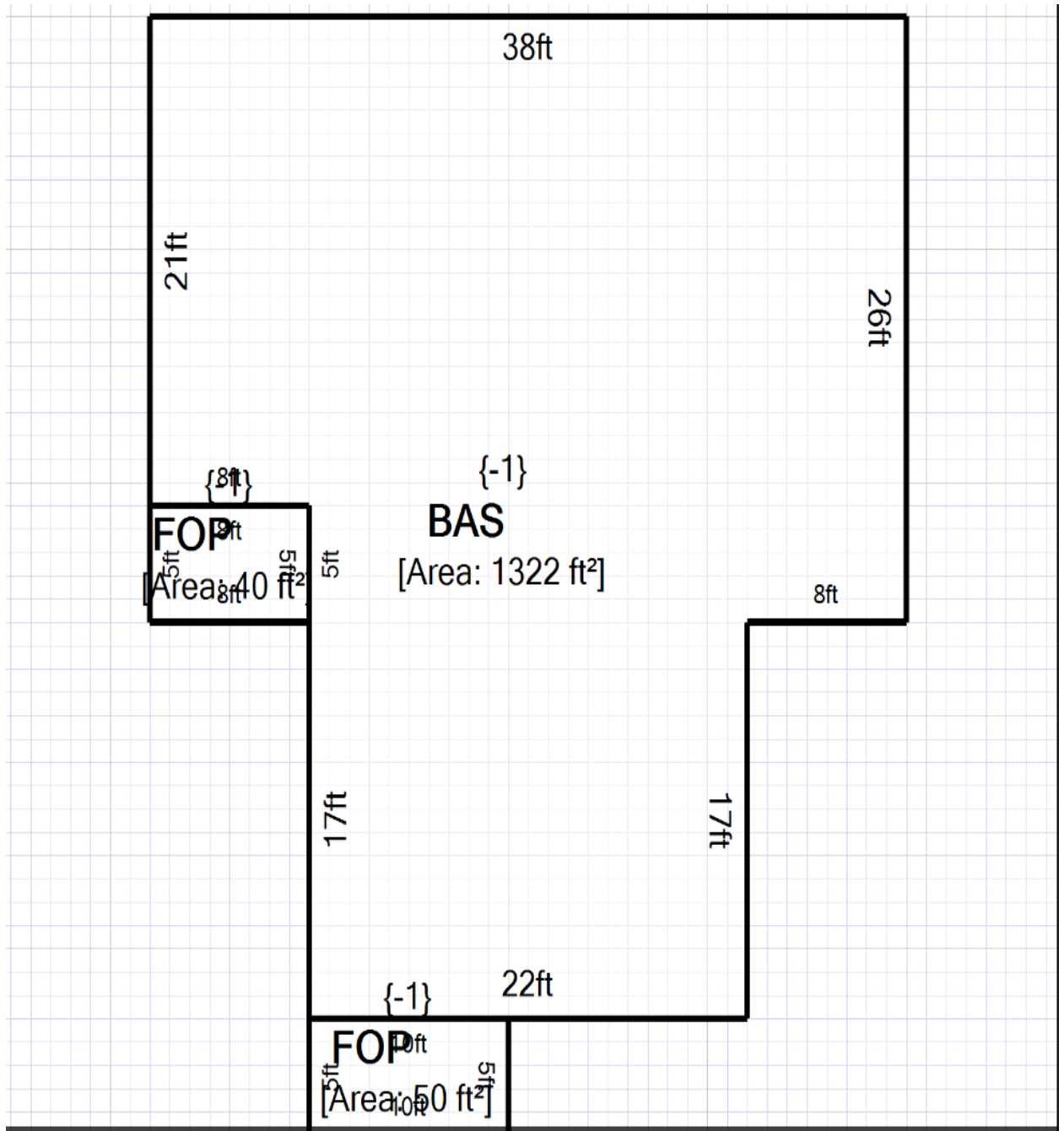
ATTACHMENT D

DRAWINGS

A. House #1 Roof – Approximately 4,115 sq ft/Estimated Install 2002



B. House #2 Roof – Approximately 911 sq ft/Estimated Install 2007



ATTACHMENT E
VEREA FLORIDA BUILDING CODE 23

(Attached separately as .pdf)

ATTACHMENT F
NOTICE OF ACCEPTANCE (NOA) VERA SPANISH “S”
(Attached separately as .pdf)

ATTACHMENT G
VEREA INSTALLATION MANUAL
(Attached separately as .pdf)

EXHIBIT A
SCHEDULE OF VALUES
(Attached separately as a .xlsx)

EXHIBIT B

BID FORM

The undersigned, hereinafter called “Vendor”, having visited the site of the proposed project and familiarized itself with the nature and extent of the work, and having examined carefully the Drawings, Project Manual, Specifications, and other Contract Documents, proposes to furnish all labor, materials, equipment and other items, facilities and services for the proper execution of Bid Requirements, in full accordance with the drawings and 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 Two-Hundred and Twenty (220) 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 with Two-Hundred and Twenty (220) 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):

Base Bid (figure):

\$ _____

Company Name: _____

By: _____ Signature: _____

Title: _____

Address: _____ Dated this ____ day of _____ 20__

Attest: _____ Title: _____

EXHIBIT C
QUALIFICATION QUESTIONNAIRE

(Attached separately as .xlsx)

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

The Bidder hereby declares that the undersigned is the person or persons responsible within the firm for the final decision as to the price(s) and amount of this bid and the Bidder further declares that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause, or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any other firm or person to submit a complementary bid.
5. The Bidder has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other firm or person, or offered, promised, or paid cash or anything of value to any other Bidder or person, whether in connection with this or any other project, in consideration for an agreement or promise by any other firm or person to refrain from bidding or to submit a complementary bid on this project.
6. The Bidder has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any other firm or person, and has not been promised or paid cash or anything of value by any other firm or person, whether in connection with this or any other project, in consideration for the firm's submitting a complementary bid, or agreeing to do so, on this project.
7. The Bidder has made a diligent inquiry of all members, officers, employees, and agents of the Bidder with responsibilities relating to the preparation, approval or submission of the firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made in this Declaration.

Business Name: _____

Signature of Authorized Representative: _____

Print Name: _____

Title: _____

Date _____

EXHIBIT F

PROPOSED SUBCONTRACTOR LIST

List proposed subcontractors to be contracted by the Bidder (utilization of subcontractors require pre-approval by the Tribe). Note if no subcontractors will be used.

COMPANY NAME	SPECIALTY

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 this solicitation, 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 M
COMPLIANCE DOCUMENTS
(To be submitted by BIDDER)

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
_____	_____
_____	_____
_____	_____