



SEMINOLE TRIBE OF FLORIDA INVITATION TO BID

Solicitation No.: ITB 42-2024

Title: TCD Building Gutters and Downspouts Installation (Hollywood)

Description: The Building & Grounds Department of the Seminole Tribe of Florida is requesting bids from qualified contractors to provide rain water gutter and downspout installation services needed at the Tribal Community Development Building in the Hollywood area.

Solicitation Release Date: Thursday, May 9, 2024

RSVP Deadline: Thursday, May 16, 2024 @ 5:00 PM (ET)

Pre-Bid Conference: Wednesday, May 22, 2024 @ 10:00 AM (ET) **(MANDATORY)**

Deadline for Questions*: Friday, May 24, 2024 @ 5:00 PM (ET)

Bid Due Date: Friday, June 7, 2024 @ 5:00 PM (ET)

Contact Person(s)*: To: Kyla Redmond | 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.

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.

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.

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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.

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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 only subcontract out work or partner with another firm if 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.
- Have a minimum of three (3) years of experience in providing similar services.
- Maintain a fully equipped organization capable, technically and financially, of performing the work required, and has performed similar work in a satisfactory manner.
- Carry and maintain adequate insurance consistent with the requirements listed in *Attachment B – Insurance Requirements*.
- Meet any other requirements outlined in this solicitation.

2. PRE-BID CONFERENCE (MANDATORY)

A Pre-Bid Conference has been scheduled for interested bidders to attend before the Bid Due Date for this solicitation.

3.1. ATTENDANCE AND ATTENDEES:

- **Attendance is mandatory to be eligible for award.**
- To attend the Pre-Bid Conference, prospective bidders shall **RSVP**, per the instructions below:
 - Prospective bidders must email the Contact Person(s) listed in Section IV, Paragraph 4 “Contact Person(s)” by the specified RSVP Deadline and include the following information:
 - Full name of attendee(s)
 - Email address of attendee(s)
 - Direct phone number of attendee(s)
- A grace period of five (5) minutes will be allowed for attendees who are late. After five

(5) minutes, no additional attendees will be permitted to sign-in and attend the Pre-Bid Conference.

- An employee or representative of the prime BIDDER responding to this solicitation must attend the Pre-Bid Conference to receive credit for attendance. Subcontractors or other individuals may not attend for the prime BIDDER but may attend alongside the prime BIDDER.
- Due to limited space, attendees of the Pre-Bid Conference shall not bring more than one (1) guest (subcontractor, employee, etc.). Prospective bidders who arrive with more than one (1) guest will be asked to select a total of two (2) individuals from their party to continue and, if refuse, will be asked to leave without receiving credit for attendance.
- Attendees are required to sign-in on the Pre-Bid Sign-In Sheet upon arrival. Please locate the TRIBE's Purchasing Department representative to sign-in.

3.2. MEETING DETAILS:

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

PRE-BID CONFERENCE	
Date:	Wednesday, May 22, 2024
Time:	10:00 AM (ET)
Location:	5700 Griffin Road Davie, FL 33314

3.3. NOTICE REGARDING LOCATION:

- Due to limited parking, prospective bidders are encouraged to arrive early to secure parking. There are a limited number of spots available on the property.
- Attendees shall respect common parking etiquette and shall not double-park, block another vehicle, block the road, or park on the grass, curb, or other unmarked spaces.
- A shuttle will NOT be available for prospective bidders to board.

3.4. 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.

3.5. GENERAL:

- To protect the private phone numbers and email addresses of attendees, photos of the

Pre-Bid Sign-In Sheet are NOT permitted. The TRIBE may choose to redact private contact information from the Pre-Bid Sign-In Sheet and publish it via addendum.

- 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.

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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 signed copy of BIDDER's existing W-9;
 - A copy of BIDDER's Certificate of Insurance;
 - BIDDER shall furnish copies of proper insurance, covering liability, property damage, worker's compensation, and vehicle insurance, and shall keep such insurance in force during the course of the prescribed work. All work to be performed by CONTRACTOR'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.
 - 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. If incorporated elsewhere, similar document(s) from other state are acceptable; and
 - A copy of licenses, certificates, or registrations, as defined in this solicitation.
- 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 one-hundred and eighty (180) calendar days from the Bid Due Date.

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 42-2024 – [BIDDER’s Company Name] – Question
- Subject Line for submission: ITB 42-2024 – [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	Box Gutter and Downspout Profiles	Review information. Initial in next cell to confirm this document has been reviewed. No further action needed.	
Attachment D	Roof Drainage Plan	Review information. Initial in next cell to confirm this document has been reviewed. No further action needed.	
Attachment E	Roof Plan	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 • A filled-in and unsigned version in .xlsx Excel format 	
Exhibit B-1	Bid Form	Complete, sign, and submit. The Total should be the BIDDER's base bid, and should not include optional/add-on services,	

Exhibit	Description	Submission Instructions	BIDDER's Initials
		unless specifically requested by the TRIBE to include.	
Exhibit B-2	Bid Form (Including Optional Add-On)	Complete, sign, and submit. The Total should be the BIDDER's base bid in <i>Exhibit B-1</i> plus the optional/add-on services listed in <i>Exhibit A's</i> Sheet "Optional Add-On".	
Exhibit C	Statement of Qualifications	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 G	Contractor Acknowledgement of Project Conditions	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 M	Compliance Documents	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> . If BIDDER does not have an existing signed W-9, BIDDER may request a W-9 template from the Contact Person(s).	
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 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 who:

- Is actively involved in the business and owns 51% or more of the business;
- Can provide goods or services at competitive prices;
- Has demonstrated skills and abilities to perform the task to be undertaken in an acceptable manner; and
- 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 TRIBE is engaged in Indian tribal gaming in accordance with the Indian Gaming Regulatory Act and the regulations promulgated by the National Indian Gaming Commission, the TRIBE cannot engage in significant transactions with individuals or business entities whom, because of past or continuing activities, associations, or reputation, might bring discredit to the TRIBE and its gaming operations. Thus, the TRIBE has adopted a program whereby it reviews significant transactions and the persons or entities involved with those transactions to assure compliance with all applicable laws and regulations relating to gaming.

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

Upon successful completion of an investigation into the past and current activities, associations, and reputation of the applicant, the TRIBE will assign a vendor number and the vendor will be

added to its Master Vendor File. The TRIBE may not enter into any business transactions with any vendor whose name does not appear on its Master Vendor File.

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

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ATTACHMENT A

SCOPE OF WORK

1. INTRODUCTION

The TRIBE is requesting bids from qualified contractors to provide gutter and downspout installation services to the Tribal Community Development office building located at 5700 Griffin Road in Davie, Florida, in accordance with the specifications listed in this solicitation.

2. PROJECT DETAILS

The existing gutters at the center sections of the north and south side of the building should be examined, and any damaged areas repaired or replaced. Any loose fasteners shall be made secure. Seams shall be resealed if necessary.

2.1. FABRICATION/INSTALLATION OF GUTTERS:

BIDDER shall include the costs in *Exhibit A – Schedule of Values* to fabricate and install new gutters as follows:

- New gutters shall be installed at all eaves at the perimeter of the entire building, excluding areas with existing gutters and gable ends.
- All new gutters and downspouts shall be minimum twenty-four (24) gauge Galvalume.
- New gutters shall match the existing box gutters in size, profile, and finish. Gutter and downspout profiles are shown in *Attachment C – Box Gutter and Downspout Profiles*.
- All seams, corners, end caps, and downspout connections shall be sealed with an appropriate, professional-grade sealant. Any seams that are loose (or have the potential to become loose) shall be attached with mechanical fasteners. Miters shall be screwed or riveted to the adjoining section and properly sealed.
- CONTRACTOR shall verify that all gutters are correctly sloped to drain properly. Refer to *Attachment D – Roof Drainage Plan*.
- All downspouts shall terminate a minimum of twelve inches (12”) away from the building wall and must be provided with splash blocks. Splash blocks must be sloped to drain away from the exterior walls.
- There will be a total of twelve (12) new leaders/downspouts, located as per *Attachment D – Roof Drainage Plan* and *Attachment E – Roof Plan* provided by the TRIBE.
- There will be approximately four-hundred-and-twenty linear feet (420’) of new gutter required.
- CONTRACTOR shall verify locations where any existing landscaping vegetation needs to be removed to make space for downspouts and splash blocks and mark these locations with stakes so the TRIBE can have the materials removed. These areas must be marked at least two (2) weeks before the installation of downspouts to allow time for removal of plant materials.
- All replaced material shall be new, not reconditioned products.

2.2. ADDITIONAL CONTRACTOR RESPONSIBILITIES:

- BIDDER shall investigate the project site and verify the quantity of material and labor needed. The opportunity to visit the buildings will be provided at the Pre-Bid Conference.
- Work can be done during the business hours of 8:00 AM to 5:00 PM (ET), Monday through Friday, except holidays. Arrangements shall be made with the TRIBE's Facility Manager, as needed. The TRIBE's Project Manager shall be notified of the work schedule in advance.
- CONTRACTOR shall maintain a full work force from start to the completion of the project. A qualified English-speaking supervisor shall be on the jobsite at all times. CONTRACTOR shall make sure all employees are fully and properly clothed in identifiable uniforms while working on the premises or when entering any part of the work area.
- CONTRACTOR shall make arrangements with the TRIBE for parking, material storage, and proper access to the areas where work is to be performed.
- CONTRACTOR shall remove and dispose of all debris and remove equipment from the site in a timely manner. No removed materials may be stored on the site.
- CONTRACTOR shall supply all materials, equipment, and labor necessary for the total completion of the required Scope of Work.
- 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, CONTRACTOR shall be solely responsible for the restoration of such damages as the result of CONTRACTOR's or any employees of CONTRACTOR.

2.2.1. SAFETY AND PUBLIC CONVEYANCE:

- CONTRACTOR shall rope off and erect warning signs in areas where work is being performed or where any chance of damage or injury could occur.
- 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.

2.2.2. PERMIT REQUIREMENTS:

- CONTRACTOR shall acquire all Permits, Inspections, etc. required for permitting through the Town of Davie. All work shall be performed in accordance with Florida Building Code requirements i.e.: any engineering, testing, permits. The TRIBE has provided engineering plans for permitting via *Attachment D – Roof Drainage Plan* and *Attachment E – Roof Plan*, but CONTRACTOR shall obtain the permits.
- 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 timely obtaining all necessary permits and inspections through appropriate agencies. Contact the Town of Davie Building Division for requirements.

- CONTRACTOR shall produce all necessary State, County, and local licenses, where applicable.

3. WARRANTY

CONTRACTOR shall provide a two (2) year installation warranty covering improper workmanship or installation errors (minimum).

4. IMAGE

The following image is of the Tribal Community Development (TCD) building requiring the services described in this solicitation:



5. TRIBE’S RESPONSIBILITIES

- The TRIBE will provide water and electric service for CONTRACTOR’s use, where possible.
- The TRIBE will remove or protect loose objects in the work area that are not included in this Scope of Work. If such items are not removed, CONTRACTOR shall exercise due diligence to protect any such items.

6. LOCATION OF SERVICES

All equipment, materials, and installation included in this solicitation **must be transported and installed** at the address listed below:

LOCATION	ADDRESS
STOF Tribal Community Development (Office Building)	5700 Griffin Road, Davie, FL 33314

7. PERIOD OF PERFORMANCE

All services described in the Scope of Work must be completed within sixty (60) calendar days of permit issuance, or as otherwise determined by State, County, or local officials.

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.
8. Employer's Liability: \$500,000 accident for bodily injury by accident or disease, including \$500,000 disease aggregate.
9. 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

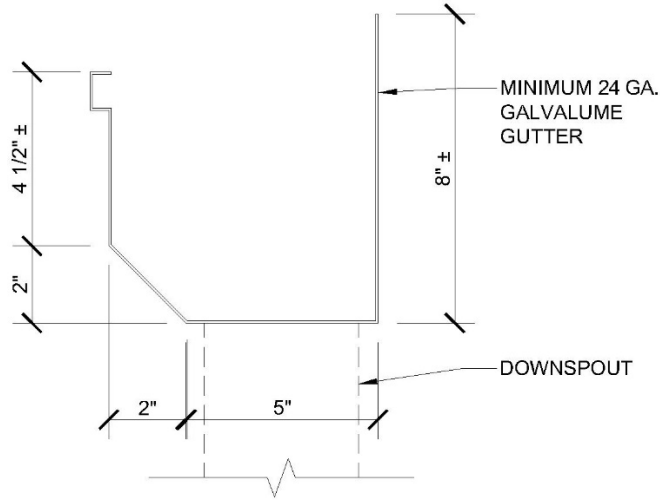
Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A- VII, unless otherwise approved by the TRIBE.

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.

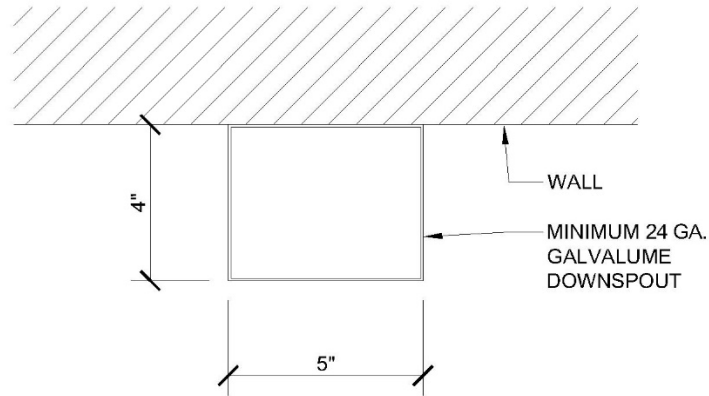
ATTACHMENT C

BOX GUTTER AND DOWNSPOUT PROFILES



BOX GUTTER PROFILE

NOT TO SCALE



DOWNSPOUT PROFILE

NOT TO SCALE

ATTACHMENT D
ROOF DRAINAGE PLAN
(Attached separately as .pdf)

ATTACHMENT E

ROOF PLAN

(Attached separately as .pdf)

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

EXHIBIT B-1

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 One-Hundred and Eighty (180) 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 One-Hundred and Eighty (180) 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: _____

EXHIBIT B-2

BID FORM (INCLUDING OPTIONAL ADD-ON)

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 One-Hundred and Eighty (180) 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 One-Hundred and Eighty (180) 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 including add-on (written): _____ dollars

Base Bid including add-on (figure): \$ _____

Company Name: _____

By: _____ Signature: _____

Title: _____

Address: _____ Dated this _____ day of _____ 20__

Attest: _____ Title: _____

EXHIBIT C
STATEMENT OF QUALIFICATIONS

(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 G**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

Print Name

Date

EXHIBIT I
LIST OF REFERENCES

Provide the required information for a minimum of three (3) separate and verifiable references.

- 1. Reference 1:
 - a. Name _____
 - b. Address _____
 - c. Phone Number _____
 - d. Email Address _____

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

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

Business Name: _____

Signature of Authorized Representative: _____

Print Name: _____

Title: _____

Date _____

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