



## SEMINOLE TRIBE OF FLORIDA REQUEST FOR PROPOSAL

Solicitation No.: RFP 01-2025

Title: Flat Roof Replacement (Brighton)

Description: The Building & Grounds Department of the Seminole Tribe of Florida is requesting proposals from qualified contractors to recover and replace the existing modified roofing system at Brighton Reservation.

Solicitation Release Date: April 01, 2025

Pre-Proposal Conference: April 08, 2025 @ 11:00 AM (ET) **(MANDATORY)**

Deadline for Questions\*: April 15, 2025 @ 5:00 PM (ET)

Proposal Due Date: April 29 2025 @ 5:00 PM (ET)

Contact Person(s)\*: To: [KamilleGomez@semtribe.com](mailto:KamilleGomez@semtribe.com)  
Cc: [BidSubmissions@semtribe.com](mailto:BidSubmissions@semtribe.com)  
Contact instructions are detailed in Section IV, Paragraph 1.

\*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 RFP. 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.

### **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.

#### **8. BUDGET**

Should the highest scoring bidder have submitted a pricing proposal that is in excess of the allocated and approved budget, as defined by the TRIBE, the TRIBE reserves the right to enter into negotiations with the highest scoring bidder. If the TRIBE and the highest scoring bidder cannot agree upon an acceptable project budget, the TRIBE will move on to the next highest scoring bidder and, if necessary, enter into negotiations. The TRIBE reserves the right to continue this process until a bidder is awarded, which meets the requirement(s) of the TRIBE's allocated and approved budget.

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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

Proposals 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 proposals 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 proposals any known or expected use of subcontractors. Failure to make such disclosure at the time of bid may result in rejection of the subcontractor and the resulting agreement. The TRIBE reserves the right to reject any subcontractors which, in the TRIBE's sole opinion, are unfit to work on this project.
  - Any subcontractor employed by the awarded CONTRACTOR shall be licensed and insured in accordance with all requirements and shall be the responsibility of the awarded CONTRACTOR.
- Be actively registered within the State of Florida and provide proof of the required licensure(s) governed by the State of Florida.
- Hold a current certified license relevant to these services, as described in *Attachment C – Contractor Licensing Requirements*.
- Have a minimum of five (5) years of experience in providing similar roofing 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*.
  - CONTRACTOR 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 prescribed work. All work to be performed by CONTRACTOR's employees will be covered by Worker's Compensation insurance. No worker will be allowed on site unless they are covered, and exemption forms will not be accepted.
- Meet any other requirements outlined in this solicitation.

### 2. PRE-PROPOSAL CONFERENCE (MANDATORY)

A Pre-Proposal 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-Proposal Conference.
- Attendees must stay for the duration of the Pre-Proposal Meeting 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-Proposal Conference are shown in the table below.

| <b>PRE-PROPOSAL CONFERENCE</b> |  |
|--------------------------------|--|
| Date:                          | April 08, 2025   |
| Time:                          | 11:00AM (ET)   |
| Location:                      | 701 E. Harney Pond Road<br>Okeechobee, FL 34974  |
| Note:                          | BIDDER shall be responsible for taking all roof measurements during the Pre-Bid Conference and determining the quantity of material and supplies required throughout the project duration. |

**2.3. NOTICE REGARDING LOCATION:**

- 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.

**2.4. QUESTIONS:**

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

**2.5. GENERAL:**

- Roof must be accessed by ladder. A ladder may not be available at the location. Prospective bidders should bring their own thirty-foot (30') ladder to access the roof, if necessary. 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. Accessing the roof without the TRIBE's permission may result in disqualification.
- At the TRIBE's discretion, the TRIBE may videotape and/or audiotape the Pre-Proposal Conference, whether held in-person or online. This recording may only be shared internally with the TRIBE key personnel and may not be provided to prospective bidders who attended the Pre-Proposal Conference, as determined by the TRIBE.

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## SECTION IV – SUBMISSION REQUIREMENTS & INSTRUCTIONS

### 1. CONTACT PERSON(S)

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

| CONTACT PERSON |  |
|----------------|--|
| Name:          | Kamille Gomez  |
| Email:         | To: <a href="mailto:KamilleGomez@semtribe.com">KamilleGomez@semtribe.com</a><br>Cc: <a href="mailto:BidSubmissions@semtribe.com">BidSubmissions@semtribe.com</a> |
| Phone:         | (954) 966-6300 x 11413   |

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.

### 2. SUBMISSION REQUIREMENTS

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

- All required exhibits according to Section IV, Paragraph 4 of this solicitation.

Failure to submit all information may result in disqualification or lower ranking due to not meeting these requirements.

Required Attachments and Exhibits provided to 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.

### 3. SUBMISSION INSTRUCTIONS

Electronic submissions in response to this solicitation must be emailed to the Contact Person(s) listed in Section IV, Paragraph 1 by the Proposal Due Date and time detailed in this solicitation.

- The TRIBE has an email size limit of 15MB per email. Larger files should 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:

- Subject Line: RFP 01-2025 – [BIDDER’s Company Name]
  - 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.



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. Submissions which are deemed by the TRIBE to be illegible or unintelligible may be disqualified.

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.

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. ATTACHMENTS & 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.

##### **4.1. ATTACHMENTS:**

| <b>Attachment</b> | <b>Description</b>                | <b>Submission Instructions</b>                |
|-------------------|-----------------------------------|---|
| Attachment A      | Scope of Work                     | Review information. No further action needed. |
| Attachment B      | Insurance Requirements            | Review information. No further action needed. |
| Attachment C      | Contractor Licensing Requirements | Review information. No further action needed. |
| Attachment D      | Images                            | Review information. No further action needed. |
| Attachment E      | Site Plans                        | Review information. No further action needed. |
| Attachment F      | GAF Specifications                | Review information. No further action needed. |

##### **4.2. EXHIBITS:**

| <b>Exhibit</b> | <b>Description</b> | <b>Submission Instructions</b>  |
|----------------|--------------------|---|
| Exhibit A      | Schedule of Values | <p>BIDDER must contact GAF or comparable manufacturer to obtain material pricing. Pricing provided by GAF or comparable manufacturer must be included in <i>Exhibit A</i>.</p> <ul style="list-style-type: none"> <li>• <u>GAF Contact Name</u>: Ryan Eslich</li> <li>• <u>GAF Phone</u>: (561) 341-0577</li> <li>• <u>GAF Email</u>: <a href="mailto:Ryan.Eslich@GAF.com">Ryan.Eslich@GAF.com</a></li> </ul> |

| Exhibit     | Description   | Submission Instructions  |
|-------------|---|--|
|             |   | Review all tabs and fill-in required information. Provide two (2) copies of this document, as described below: <ul style="list-style-type: none"> <li>• A filled-in and signed version in PDF format</li> <li>• A filled-in and unsigned version in .xlsx Excel format</li> </ul>  |
| 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 G   | Acknowledgement of Project Conditions                       | Sign and submit.   |
| Exhibit H-1 | List of Recently Completed Projects and Contract Amounts    | Complete, sign, and submit.  |
| Exhibit H-2 | List of Past Experience with the Tribe                      | Complete, sign, and submit. If no past experience with the TRIBE, please note, sign, and submit.   |
| Exhibit I   | List of References  | Complete, sign, and submit.  |
| Exhibit K   | Firm Certification  | Complete, sign, and submit.  |
| Exhibit L   | Drug-Free Workplace Form                                    | Complete, sign, and submit.  |
| Exhibit N   | Compliance Documents  | To be submitted by BIDDER as described below: <ol style="list-style-type: none"> <li>1. A signed copy of BIDDER's existing W-9;</li> <li>2. A copy of BIDDER's Certificate of Insurance;</li> <li>3. A copy of licenses, certificates, or registrations, as defined in this solicitation; and</li> <li>4. 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,</li> </ol> |

| Exhibit   | Description                           | Submission Instructions   |
|-----------|---------------------------------------|---|
|           |                                       | <p>similar document(s) from other state is acceptable.</p> <p>This file must be clearly labeled as the appropriate exhibit in BIDDER's submission.</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.   |

## 5. PRICE

Prices stated in proposal 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 Proposal Due Date.

## 6. POST SUBMISSION

Any price adjustments after proposal submission must be requested in writing and approved by the TRIBE.

BIDDER may be required to clarify items related to their submission, which may include but not be limited to verifying submitted information and confirming comprehension of the full requirements of the Scope of Work, and is expected to be responsive. Bidders deemed by the TRIBE to be unresponsive may be disqualified.

BIDDER may be required to submit and/or sign additional documentation, forms, exhibits, etc. after the Proposal Due Date and before the resultant agreement is drafted as a continuation of the solicitation requirements and/or as part of the vendor registration process. Should BIDDER be unable or unwilling to satisfy this requirement, BIDDER may be disqualified.

The TRIBE reserves the right to negotiate any and all submitted pricing, payment terms, warranties, etc. with the BIDDER or selected CONTRACTOR during the evaluation process, drafting phase of the resultant agreement, and/or at a time otherwise determined by the TRIBE.

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## SECTION V – EVALUATION & SELECTION

### 1. EVALUATION CRITERIA

The TRIBE will conduct a comprehensive, fair, and impartial evaluation of all proposals 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 or Qualification Questionnaire
- 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 based upon the evaluation criteria identified in the table below and an awardee(s) will be determined:

| Evaluation Criteria  | Points    |
|--|-----------|
| <u><b>Qualifications:</b></u><br>Evaluation of BIDDER’s professional qualifications, certifications, relevant experience, past performance, etc. relevant to this project. | 30        |
| <u><b>Lead Time:</b></u><br>Evaluation of BIDDER’s lead time. The TRIBE will give preference to bidders with the shortest confirmed lead time.                             | 20        |
| <u><b>Pricing:</b></u><br>BIDDER’s pricing will be evaluated against the market.   | 10        |
| <b>Total Possible Score:</b>   | <b>60</b> |

The bidder(s) with the best overall score will be the apparent awardee(s), pending final review and satisfaction of all requirements regarding the qualifications and documentation. The TRIBE may select one (1) respondent or multiple respondents to provide the solicited services by opting to award based on the highest scored bid per category, location, service type, etc. 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 awarded CONTRACTOR(s) will be required to enter into a formal agreement for these services after award. The TRIBE expects the awardee to suggest minimal revisions to this agreement.

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 criteria for award or qualification is based on a quantitative scoring analysis, the following Seminole Tribal Preference rules shall apply whether the business/entity is 51% Seminole Tribal Member owned or higher:

- An additional five percentage (5%) points will be allocated to the final combined scoring average/total for each Seminole Tribal Member and STOFI owned business/entity.

## **6. VENDOR APPLICATION AND REGISTRATION PROGRAM**

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

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

Upon successful completion of an investigation into the past and current activities, associations, and reputation of the applicant, the TRIBE will assign a vendor number and the vendor will be added to its Master Vendor File. The TRIBE may not enter into any business transactions with any vendor whose name does not appear on its Master Vendor File.

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

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## **ATTACHMENT A**

### **SCOPE OF WORK**

#### **1. INTRODUCTION**

The TRIBE is requesting proposals from qualified contractors to recover the existing modified insulation roofing system, install Ever Guard TPO 60 Mil Membrane Rhino Bond System at Brighton Reservation, in accordance with this solicitation.

#### **2. PROJECT DETAILS**

CONTRACTOR shall recover the existing modified roofing system, install Ever Guard TPO 60 Mil Membrane Rhino Bond System in accordance with GAF Manufacturer or manufacturer comparable to GAF specification details installation requirements . Elder's Center Building's Flat Roof surface sections, approximately seven thousand five hundred square feet (7,500 sq. ft.).

CONTRACTOR shall remove and dispose of existing modified roofing system/coating that will inhibit the new Ever Guard TPO 60 Mil Membrane Rhino System installation.

##### **2.1. REMOVAL OF EXISTING ROOFING:**

- CONTRACTOR shall remove and responsibly dispose of existing modified roofing system/coating that will inhibit the new Ever Guard TPO 60 Mil Membrane Rhino Bond System installation.
- CONTRACTOR shall remove and responsibly dispose of existing aged granulated asphaltic over existing insulation.
- CONTRACTOR shall not disturb existing roofing insulation.
- CONTRACTOR must assess if the top layer/tier of the roof's underlayment insulation must be removed. CONTRACTOR shall only remove and replace if wet or damaged materials/insulation is identified.
- CONTRACTOR shall re-secure any existing insulation as required.
- Any existing single ply membrane must be cut into ten feet by ten feet (10' x 10') sections.
- CONTRACTOR shall prepare substrate in accordance with GAF requirements (or comparable manufacturer's requirements) and remove existing flashing materials.
- GAF Manufacture recommends a moisture survey is recommended and, in some circumstances, required. If new roofing is to be adhered to any coated surface, it must be power washed to remove loose and delaminating materials.
- CONTRACTOR shall be responsible for protecting the Tribal Reservation. The Tribe will not provide any materials, equipment, ladders or services throughout the project's duration. The Tribe is not responsible for loss, stolen, replacement of materials, tools, equipment, etc.
- CONTRACTOR shall only tear-off what can be made watertight in the same day.
- CONTRACTOR shall sweep and remove all loose particles and clean debris from the roof surface.

**2.2. NEW ROOF INSTALLATION:**

- CONTRACTOR shall comply with all GAF manufacturer specifications (or comparable manufacturer to GAF specification details), details, and product information sheets (*Attachment F – GAF Specifications*). Refer to attached documents.
- If new roofing is to be adhered to any coated surface, it must be power washed to remove loose and delaminating materials.
- CONTRACTOR shall install:
  - Membrane: EVERGUARD TPO 60 Mil Membrane
  - Membrane Attachment: Rhino Bond System
  - Cover Board: Energy Guard HD Polyiso Cover Board
  - Cover Board Attachment: Drill-Tec #15 XHD Fastener and Rhino Bond TPO XHD Plate
  - Existing Substrate: (Aged) Granulated Asphaltic
  - Deck Type: Min. 22.0-gauge, type B Grade 33 Steel
- CONTRACTOR shall be responsible for all impairments and shall secure, repair, and replace:
  - Roof penetration
  - Overflow and typical emergency services
  - Roof drainage
  - Plumbing vent flashing
  - Roof scuttle/staggered step ladder
  - Flashing
  - Valleys
  - Drip edges
  - Parapet elevation
  - Crickets/pitches
  - Gutters, gutter guard
  - Down sprouts

**2.3. GENERAL:**

- CONTRACTOR is responsible for removing and reinstalling the existing lightning protection system (as needed). Recertify system after it is reinstalled.
- CONTRACTOR shall coordinate with the Tribe's IT Department and Ferguson Cabling Corporation for lifting, repairing, reconnecting, and testing satellite antennas, fans etc. BIDDER shall repair any roofing impairment penetrations from existing antenna, fans, etc., removal.
- CONTRACTOR shall perform signal testing with the TRIBE's IT department on the same day, after hours. The CONTRACTOR shall not move the satellite antenna, fans, equipment, etc. without Ferguson or FMC Global.



| <b>FERGUSON CONTACT</b> |  |  |
|-------------------------|--|--|
| Company Name:           | FMC Global   | Ferguson Cabling Corporation   |
| Contact Name:           | Bertrand Ruat  | Mark Ferguson  |
| Title:                  | Director of Sales Maritime   | President  |
| Phone:                  | 305-978-7360<br>954-678-0697                                       | 772-642-6189   |
| Email:                  | <a href="mailto:BRuat@fmcglobalsat.com">BRuat@fmcglobalsat.com</a> | <a href="mailto:MarkF@FergusonCabling.com">MarkF@FergusonCabling.com</a> |

- CONTRACTOR is responsible for working efficiently around raised A/C units when removing and installing roofing materials. If CONTRACTOR requires the removal of wiring and cabling, the TRIBE shall be notified promptly.
- Every effort must be made to remove existing coating as part of the cleaning process and silicone-based coating **MUST** be removed completely.
- Adhesion failures due to existing coatings are not covered by the GAF Guarantee, so it is important to test adhesion prior to proceeding with installation of new materials. Existing materials are excluded from the GAF Guarantee.
- CONTRACTOR shall access water spigot located on the outer parameters but are required at a minimum to have a one-hundred-foot (100') hose.

#### **2.3.1. Curb/Wall Flashing Membrane:**

- Ever Guard membrane flashing must be of the same type and thickness as the roof membrane.
- Because colored TPO membranes may exhibit different welding characteristics, CONTRACTOR must call the GAF Design Services hotline at 877-423-7663 Option 4, Option 3 (or as otherwise instructed by the telephone operator) before attempting to weld different-colored TPO membranes with white membranes or flashings.
- Ever Guard TPO Fleece-Back membranes are optional flashing membranes for all Ever Guard TPO systems. These membranes may be a solution when a contaminated substrate is encountered.

#### **2.3.2. Flashing Membrane:**

- A smooth type, polyester scrim reinforced thermoplastic polyolefin membrane for use as a single ply roofing membrane meets or exceeds the minimum requirements of ASTM D-6878. UL Listed, FM Approved, Dade County Product Approval, Florida Building Code Approved. White membrane is Energy Star Listed, CRRC Listed, and Title 24 Compliant.

#### **2.4. ADDITIONAL CONTRACTOR RESPONSIBILITIES:**

- Material substitutes shall not be permitted, and any noticeable changes are required to be pre-approved in written agreement by the TRIBE prior to execution.

- 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 supply all materials, equipment (cranes, scaffolding, hoist, lifts, ladders, etc.), and labor necessary for the total completion of the required Scope of Work and transportation of material to and from the roof in a safe manner.
  - OSHA regulations and locking equipment mechanisms shall be used daily.
- 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, damage, vehicle tracks, and unwarranted conditions. If such damage occurs, CONTRACTOR shall be solely responsible for the restoration of such damage as the result of CONTRACTOR's or any employees of CONTRACTOR.
- CONTRACTOR shall deliver all roofing materials to the site in original containers, with factory seals intact. All products are to carry a GAF label (or comparable manufacturer to GAF labeling).
- All materials must be new, not reconditioned products.
- CONTRACTOR shall make arrangements with the TRIBE for parking, material storage, and proper access areas where the work is to be performed.
- CONTRACTOR must store all pail goods in their original undamaged containers in a clean, dry location within their specified temperature range.
- CONTRACTOR shall not expose materials to moisture in any form before, during, or after delivery to the site. CONTRACTOR shall reject delivery of materials that show evidence of contact with moisture.
- CONTRACTOR shall remove manufacturer's supply plastic covers from materials provided with such and use "breathable" type covers such as canvas tarpaulins to allow venting and protection from weather and moisture.
- CONTRACTOR must cover and protect materials at the end of each workday.
- CONTRACTOR shall not remove any protective tarpaulins until immediately before material will be installed.
- Materials shall be stored by CONTRACTOR above 55°F (12.6°C) a minimum of twenty-four (24) hours prior to application.
- CONTRACTOR shall maintain a full workforce from start to the completion of the project. A qualified English-speaking supervisor shall be required on the jobsite at all times.
- CONTRACTOR and all TRIBE-approved subcontractors must be properly clothed in identifiable uniforms, recommended hard hats, etc. while working on the premises or when entering any part of the work area.
- CONTRACTOR shall be on site for all deliveries, on loading, and off-loading of all materials, supplies, generators, lifts, cranes, dumpster, portable, etc. required for this project.
- CONTRACTOR must provide continual dumpster rotation to ensure debris is disposed of in a timely manner. The dumpster shall not interfere with pedestrian traffic and parked vehicles. Absolutely NO DUMPING. The TRIBE will announce designated placement to CONTRACTOR.
- CONTRACTOR shall be responsible for providing restroom portables, locking mechanisms for safety and uninvited entry, proper rotation, and maintaining cleanliness.

- CONTRACTOR shall provide and practice Occupational Safety and Health Administration (OSHA) safety when using cranes, hoist(s), ladders, lift apparatus, scaffolding, materials, tools, etc., required to complete project.
- CONTRACTOR shall be responsible for job safety administration (including tools, equipment, and work methods) and must comply with applicable OSHA safety regulations.
- CONTRACTOR shall perform all work in a skillful manner and shall be carried out in such a way as to minimize any inconvenience to the TRIBE.
- If CONTRACTOR considers leaving equipment overnight on site, the TRIBE shall be advised prior to, approval is warranted, and all equipment shall require a locking mechanism and/or tagged-out.
- CONTRACTOR shall be responsible for their own source of electricity, preferably a portable generator; for example, a portable/movable power tool, extension cords, etc. If equipment ceases to work while CONTRACTOR is providing services to the TRIBE, CONTRACTOR and/or subcontractor(s) shall communicate replacement of equipment.
- CONTRACTOR can perform work on weekends (Saturday and Sunday), unless otherwise confirmed by the TRIBE.
  - This building is open for business Monday through Friday.
  - The TRIBE shall be notified of the work schedule in advance of commencement of services.
  - No work shall be performed on holidays, Tribal events, extreme weather conditions, and emergency advisory notices.
- 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.
- Completion of Work:
  - CONTRACTOR shall be responsible for cleaning up the entire surface area above and below ground for debris.
  - CONTRACTOR shall sweep using a magnetic device to pick up nails, loose fasteners, and other particles around roof surface and ground surface daily.
  - CONTRACTOR shall remove rental equipment, cranes, scaffolding, hoists, lifts, ladders, portable generators, dumpsters, portables, etc. off the premises upon completion of work.

#### **2.4.1. Permit Requirements (If Applicable):**

- 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 TRIBE's Tribal Inspector's Department via email at [buildingdept@semtribe.com](mailto:buildingdept@semtribe.com) for requirements.
  - All new incoming permitting applications shall be sent to the Tribal Inspector's Department by the digital self-service portal: [https://lmp.semtribe.com/EnerGov\\_Prod/SelfService](https://lmp.semtribe.com/EnerGov_Prod/SelfService). CONTRACTOR

shall follow the instructions to register. Once registration has been approved, CONTRACTOR or delegate will be able to log in to use the site.

- CONTRACTOR shall produce all necessary State, County, and local licenses, where applicable.
- CONTRACTOR shall acquire all permits, plans, and provide any Engineering, Testing, Inspections, etc. required for permitting.
- Any calculations, field testing, etc., that may be required by the Tribal Inspector's Department must be included in the base bid amount.
- CONTRACTOR shall provide the TRIBE with copies of all permit documents, engineering calculations, drawings, plans, manufacturer product information, warranty documentation, and any other relevant information necessary for proper maintenance at the completion of the project. These materials shall be provided in an organized manner and in a format selected by the TRIBE.
- A Licensed Roofer shall fill out a Uniform Roofing Application. The Primary Contractor (Roofing Contractor) Licensee must sign and notarize the Permit Application.

### **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 must stop work in this area, and the TRIBE and CONTRACTOR must come to some mutual agreement prior to the resumption of work. At no time is CONTRACTOR to continue such new work without a 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.
- BIDDER's base price for any product offered shall be inclusive of warranty.

#### **4.1. MANUFACTURER'S WARRANTY:**

- Manufacturer Warranty for all roofing materials: There shall be a minimum of twenty (20) Years from the date of installation.
  - The Manufacturer's standard Ever Guard Diamond Pledge Guarantee with single source edge-to-edge coverage and no monetary limitation where the

manufacturer agrees to repair or replace components in the roofing system, which causes a leak due to a failure in materials or workmanship.

- Leaks caused by any non-GAF materials, such as the roof deck, existing materials, or non-GAF insulation are not covered.

#### **4.2. WORKMANSHIP AND INSTALLATION WARRANTY:**

- Workmanship and Installation Warranty: There shall be a minimum of two (2) years from the date of installation.

#### **5. TRIBE'S RESPONSIBILITIES**

- The TRIBE will provide water for CONTRACTOR's use, where possible.
- 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 is not responsible for lost or damaged tools, equipment, etc.
- The TRIBE will not provide any materials, equipment, ladders or services throughout the project's duration.

#### **6. LOCATION OF SERVICES**

The services described in this solicitation shall be completed at the location identified below:

Elder's Center Building  
Brighton Seminole Reservation  
701 E. Harney Pond Road  
Okeechobee, FL 34974

All equipment, materials, and installation required in this Scope of Work shall be transported and installed at the above-listed address.

#### **7. PERIOD OF PERFORMANCE**

CONTRACTOR shall complete the project and all required services within one hundred and twenty (120) calendar days from issuance of Purchase Order and Notice to Proceed.

**ATTACHMENT B**  
**INSURANCE REQUIREMENTS**

The TRIBE reserves the right to modify the insurance requirements listed in this solicitation, as needed.

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

**Minimum Scope of Insurance**

CONTRACTOR's insurance coverage shall include the following minimum limits and coverage, if applicable:

- I. Commercial General Liability insurance on an occurrence coverage form, at least as broad as the *Insurance Services Office Commercial General Liability Policy form CG 0001* ©, current edition. If CONTRACTOR sells or distributes alcoholic beverages such coverage shall include Liquor or Dram Shop Liability. If CONTRACTOR sells or distributes food or beverage products such coverage shall include claims emanating from food-borne illness. Other than the standard exclusions applicable to pollution, asbestos, mold, employment practices, ERISA and professional liability, there shall be no additional limitations or exclusions beyond those contained in the above referenced policy form applicable to products and contractual liability. In addition to procuring and maintaining this insurance during the duration of the contract, CONTRACTOR agrees to continue to procure and continuously maintain products liability insurance coverage for a minimum of three years after the date the contract is completed or terminated.
- II. Automobile Liability insurance covering liability arising from the use or operation of any auto, including those owned, hired or otherwise operated or used by or on behalf of the CONTRACTOR. The coverage shall be at least as broad as the *Insurance Services Office Business Automobile Policy, form CA 0001* ©, current edition.
- III. Workers' Compensation and Employer's Liability insurance as is required by statute or law, or as may be available on a voluntary basis.
- IV. Professional Liability insurance covering wrongful acts made by or on behalf of the CONTRACTOR. Claims-made coverage is permitted, provided the policy retroactive date is continuously maintained prior to the commencement of professional services rendered to the TRIBE, plus an additional period of three years after such services have been rendered to the TRIBE. If the CONTRACTOR's scope of work includes

environmental engineering or consulting, the coverage required hereunder must not exclude coverage for environmental (professional) services.

### **Minimum Limits of Insurance**

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

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

### **Deductibles and Self-Insured Retentions**

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

### **Other Insurance Provisions**

The required insurance shall contain the following additional provisions:

- I. **ADDITIONAL INSURED** – The TRIBE must be included as an additional insured, by endorsement, under CONTRACTOR's Commercial General Liability with respect to liability arising from CONTRACTOR's products, goods, or work or operations performed by or on behalf of CONTRACTOR.
- II. **WAIVERS OF SUBROGATION** – CONTRACTOR agrees to waive all rights of subrogation against the TRIBE and other tenants of the TRIBE, with respect to loss, damage, claims, suits, or demands, howsoever caused:
  - a. To real or personal property, equipment, vehicles, tools, laptops, etc. owned, leased or used by CONTRACTOR, its employees, agents, or subcontractors; and

- b. To the extent such loss, damage, claims, suits, or demands are covered, or should be covered, by the required insurance or any other insurance maintained by the CONTRACTOR. This waiver shall apply to all first party property, equipment, vehicle and worker's compensation claims, and all third party liability claims, including deductibles or retentions, which may be applicable thereto. The CONTRACTOR agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the TRIBE. CONTRACTOR further agrees to hold harmless and indemnify the TRIBE for any loss or expense incurred as a result of CONTRACTOR's failure to obtain such waivers of subrogation from CONTRACTOR's insurers.
- III. NOTICE OF CANCELLATION – Each insurance policy shall be endorsed to require Insurer(s) to provide thirty (30) days' written notice to the TRIBE by certified mail, return receipt requested, prior to any suspension, cancellation or non-renewal of the required insurance.

### **Acceptability of Insurers**

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

### **Verification of Coverage**

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



**ATTACHMENT C**  
**CONTRACTOR LICENSING REQUIREMENTS**  
**(Attached separately)**

**ATTACHMENT D**  
**IMAGES**

**Existing Roofing System Photos:**



**Site Photos:**



Elder's Center Flat Roof (ONLY) Replacement



**ATTACHMENT E**  
**SITE PLANS**  
**(Attached separately)**

**ATTACHMENT F**  
**GAF SPECIFICATIONS**  
**(Attached separately)**

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

**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.

| <b>COMPANY NAME</b> | <b>SPECIALTY</b> |
|---------------------|------------------|
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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:**

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Signature

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Print Name

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Date

**EXHIBIT H-1**

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

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

- 1. Client Name: \_\_\_\_\_
  - a. Client Address \_\_\_\_\_
  - b. Client Phone \_\_\_\_\_
  - c. Contact Person \_\_\_\_\_
  - d. Project Name \_\_\_\_\_
  - e. Location of Project \_\_\_\_\_
  - f. Description of Project \_\_\_\_\_
  - g. Project Performance Date \_\_\_\_\_
  - h. Contract Amount: \_\_\_\_\_

- 2. Client Name: \_\_\_\_\_
  - a. Client Address \_\_\_\_\_
  - b. Client Phone \_\_\_\_\_
  - c. Contact Person \_\_\_\_\_
  - d. Project Name \_\_\_\_\_
  - e. Location of Project \_\_\_\_\_
  - f. Description of Project \_\_\_\_\_
  - g. Project Performance Date \_\_\_\_\_
  - h. Contract Amount: \_\_\_\_\_

- 3. Client Name: \_\_\_\_\_
  - a. Client Address \_\_\_\_\_
  - b. Client Phone \_\_\_\_\_
  - c. Contact Person \_\_\_\_\_
  - d. Project Name \_\_\_\_\_
  - e. Location of Project \_\_\_\_\_
  - f. Description of Project \_\_\_\_\_
  - g. Project Performance Date \_\_\_\_\_
  - h. Contract Amount: \_\_\_\_\_

Business Name: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT H-2**

**LIST OF PAST EXPERIENCE WITH THE TRIBE**

SECTION I:

Bidders must select one of the following options and complete the form as instructed.

- Y Firm DOES have experience with the Tribe. (Continue to Section II).
- Y Firm does NOT have experience with the Tribe. (Skip to Section III).

SECTION II:

List previous experience with the Tribe and provide the information requested below for each experience.

Experience #1:

1. Select one: Y Pending project / Y Completed project
2. Project Name: \_\_\_\_\_
3. Contact Person: \_\_\_\_\_
4. Contact Phone and/or Email: \_\_\_\_\_
5. Project Location: \_\_\_\_\_
6. Description of Project: \_\_\_\_\_  
\_\_\_\_\_
7. Project Performance Date: \_\_\_\_\_

Experience #2:

1. Select one: Y Pending project / Y Completed project
2. Project Name: \_\_\_\_\_
3. Contact Person: \_\_\_\_\_
4. Contact Phone and/or Email: \_\_\_\_\_
5. Project Location: \_\_\_\_\_
6. Description of Project: \_\_\_\_\_  
\_\_\_\_\_
7. Project Performance Date: \_\_\_\_\_

Experience #3:

1. Select one: Y Pending project / Y Completed project
2. Project Name: \_\_\_\_\_
3. Contact Person: \_\_\_\_\_
4. Contact Phone and/or Email: \_\_\_\_\_
5. Project Location: \_\_\_\_\_
6. Description of Project: \_\_\_\_\_  
\_\_\_\_\_
7. Project Performance Date: \_\_\_\_\_

SECTION III:

Business Name:

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Signature of Authorized Representative:

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Print Name:

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Title:

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Date

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**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 \_\_\_\_\_

**ATTACHMENT N**  
**CLARIFICATION QUESTIONNAIRE**  
**(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 |
|-------|---------|
| _____ | _____   |
| _____ | _____   |
| _____ | _____   |