

**ADVERTISEMENT FOR BIDS
GLADSTONE FITNESS CENTER RENOVATION
SAULT STE. MARIE TRIBE OF CHIPPEWA INDIANS
PROJECT #24-001**

SECTION 00 11 16

Sealed bids are being solicited for: **Sault Ste. Marie Tribe of Chippewa Indians, Gladstone Fitness Center Renovation, Gladstone, Michigan.** The Gladstone Fitness Center Renovation is an 1,800 square foot remodel of an existing health clinic. It includes complete demolition of interior partition walls, finishes, HVAC and plumbing for the remodel portion of the building. One new exterior entrance, in an existing opening. The remodel is primarily open space with one new toilet room and office. It includes new finishes and new HVAC system to be tied into the existing system. The Fitness Center Renovation Project is within the Gladstone Tribal Health Center located at 2002 Minneapolis Avenue in Gladstone.

Bids will be received by the said Owner above addressed to:

Sault Ste. Marie Tribe of Chippewa Indians
Sault Tribe Purchasing
Attn: Tammy Henning
2186 Shunk Road
Sault Ste. Marie, MI 49783

Bids must be received at Sault Tribe Purchasing no later than 3:00 p.m. EST, Monday, February 5, 2024, at which time a public video recorded bid opening will be conducted. Bids must be complete at time of submission prior to bidding deadline to be considered a responsive bid. Incomplete or late bid proposals will not be considered.

Contractor please clearly mark **“GLADSTONE FITNESS CENTER RENOVATION”** on outside envelope of sealed bid.

A MANDATORY WALK-THRU for contractors submitting a bid will be held at the project site — 2002 Minneapolis Avenue, Gladstone, MI, **on Monday, January 22, 2024, at 11:00 a.m. EST.**

The Contract Documents may be examined beginning January 10, 2024, at the office of U.P. Engineers & Architects, Inc., 707 Ashmun Street, Sault Ste. Marie, MI 49783 and at the following Builder's Exchanges: Marquette, Michigan, Northwest Michigan, Iron Mountain, Michigan and Appleton, Wisconsin.

Additional copies of the Contract Documents may be obtained from the office of U.P. Engineers & Architects, Inc., 707 Ashmun Street, Sault Ste. Marie, MI 49783 beginning January 10, 2024 upon payment of a \$100.00 nonrefundable handling fee or \$25.00 for a pdf (checks made payable to U.P. Engineers & Architects). Please contact Tammy Henning via email (thenning@saulttribe.net) copied to Svetlana Belleau (sbelleau@upea.com) to request prints.

The Sault Ste. Marie Tribe of Chippewa Indians reserves the right to accept and / or reject any or all bid proposals for any reason whatsoever it deems appropriate. A bid shall constitute an irrevocable offer for a period of one-hundred twenty (120) days from the bid opening date or until date of award, whichever is earlier. In the event that an award is not made by the Sault Tribe within one-hundred twenty (120) days from the bid opening date, the bidder may withdraw the bid or provide a written extension of the bid.



**ADVERTISEMENT FOR BIDS
GLADSTONE FITNESS CENTER RENOVATION
SAULT STE. MARIE TRIBE OF CHIPPEWA INDIANS**

PROJECT AND BID REQUIREMENTS:

- Bidders must provide a total price for the Gladstone Fitness Center broken down as presented in the Bid Form.
- Bidders must provide a timeline for construction.
- Bidders must acknowledge receipt of all addenda.
- Bidders shall be required to hold a Michigan Builders License and perform 50% of the project work based on scope of work.
- Sault Tribe Sales Tax and Use Tax Exemption: Materials purchased for the Gladstone Fitness Center Project shall be exempt from sales tax and use tax.
- Wages: Davis Bacon Wages are NOT required on the Project.
- Qualifications: This bid shall be awarded to a responsible, responsive bidder, qualified and experienced to provide the work specified. In addition to other requirements specified in this RFP.
- Native Preference Policy: As per the Sault Ste. Marie Tribe of Chippewa Indians Purchasing Policy, revised October 6, 2015, all proposals received for the Gladstone Fitness Center Project will be subject to the Native Preference Policy. To qualify for native preference, a contractor must be classified as an “Indian Economic Enterprise”, which means any business entity which is at least 51 percent owned by one or more members of a federally recognized Indian Tribe; and has one or more of the tribe members involved in the daily business management of the economic enterprise; and a majority of the earnings from said Economic Enterprise benefits said member or members. The vendor claiming to be an Indian Economic Enterprise must have satisfied the requirements of eligibility/ certification. *Eligibility would include proof that a member/vendor is an Enrolled Tribal Member of a Federally Recognized Indian Tribe.* Certification of eligibility for native preference could include: Bureau of Indian Affairs Certification, Michigan Minority Business Development Council, Small Business Administration, and Certification of membership from another Tribe. Eligibility/Certification shall be submitted with the bid response. A prospective vendor seeking to qualify for preference shall evidence showing extent of Indian ownership and interest. Evidence of structure, management and financing affecting the Indian character of the enterprise, including major subcontractors and purchase agreements; materials or equipment supply arrangement; and management salary or profit-sharing arrangements; and evidence showing the effect of these on the extent of Indian ownership and interest. Evidence to demonstrate that the contractor has the technical, administrative, and financial capability to perform work of the size and type involved. The Indian Economic Enterprise must submit a letter as evidence of Indian ownership and control certifying that the enterprise will continue to meet requirements necessary to sustain Indian ownership and control throughout the period of service.
- Background Clearances: Prior to contract award, the selected bidder will be required to provide company information, including their DUNS number, for conducting a debarment clearance as part of their contractor approval process.
- Insurance Requirements: The following insurance requirements must be submitted to Sault Tribe prior to commencement of any work on the Gladstone Fitness Center Project:

A. Minimum Scope of Insurance Coverage

Coverage shall include:

1. Commercial General Liability Insurance; to include Contractual Liability coverage.
2. Workers Compensation and Employer's Liability Insurance.
3. Builders Risk Insurance.
4. Automobile Liability Insurance.

B. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage; at least \$2,000,000.00 in the aggregate.
2. Worker's Compensation statutory limits and Employer's Liability: \$1,000,000.00 per accident for bodily injury or disease.
3. Automobile Liability: Must meet State of Michigan minimum requirements.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Tribe.

D. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Sault Tribe, 523 Ashmun, Sault Ste. Marie, MI 49783, its agents, officers, officials, employees and volunteers are to be named as additional insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the contractor's insurance, or as a separate owner's policy.
2. For any claims related to this project, the contractor's insurance coverage shall be primary insurance as respects the Tribe, its agents, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Tribe, its agents, officers, officials, employees or volunteers shall be excess of the contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled or reduced by either party or modified in any way, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Tribe.

E. Waiver of Subrogation

The Workers' Compensation and General Liability policies are to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the Tribe, its agents, officers, officials, employees and volunteers for losses paid under the terms of the policy which arises from the work performed by the named insured for the Tribe.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

G. Verification of Coverage

Contractor shall furnish the Tribe with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Tribe before work commences. The Tribe reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

H. Subcontractors

Contractors shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

- **Notice of Award:** The Sault Tribe Purchasing Department will notify in writing the successful bidder of the acceptance of their bid.

- Contract: Prior to any services being performed by the awarded contractor, the Sault Tribe and awarded contractor shall enter into a separate signed Agreement which sets forth the obligations of the parties for the project. Such Agreement will be a separate document, which will be negotiated and executed after bid has been awarded. Moreover, such Agreement will include all provisions and requirements as set forth in this RFP along with other required provisions agreed to between the parties.
- Governing Law: This RFP and/or any Agreement entered into between the Sault Tribe and the Awarded Contractor for services will be governed by the laws of the Sault Ste. Marie Tribe of Chippewa Indians. Contractor agrees that all disputes, actions and claims arising from said Agreement shall be subject to the exclusive jurisdiction of the Sault Ste. Marie Tribe of Chippewa Indians Tribal Court and Contractor consents to the personal jurisdiction of said Tribal Court. Contractor further consents to enforcement of any judgment of said Tribal Court in any state court of applicable jurisdiction.
- Shop Drawings: To establish compliance with specified requirements, the awarded contractor shall submit shop drawings, product data and other documentation for approval by the Owner prior to commencing work.
- Licenses, Permits and Fees: The awarded contractor shall obtain and pay for all licenses, fees, permits and inspections required for the proper execution and completion of the Gladstone Fitness Center Project.
- Worksite Access / Coordination: The awarded contractor, contractor's workers and subcontractors shall coordinate and schedule worksite access with Sault Tribe Facilities Management prior to working at the Project site.
- Safety and Protection of Property: The awarded contractor shall take all reasonable precautions, including but not limited to the following:
 - To prevent injury to employees and all other persons affected by their operations
 - To prevent damage or loss of property of the Sault Tribe
 - To comply with all ordinances, rules, regulations, standards and lawful orders from regulatory authorities, including the National Fire Protection Association (NFPA) and Occupational Safety and Health Administration (OSHA), in addition to Tribal Code, when applicable, bearing on the safety of persons or property or their protection from damage, injury or loss.
- Worksite Cleanliness: The awarded contractor shall be responsible for the prompt removal of all debris from the work area as a result of performance and for maintaining a clean and safe worksite.
- Bid Package Materials: Bidders must submit the items listed below in their bid package.
 - ✓ Total pricing for Gladstone Fitness Center Project on Bid Form
 - ✓ Timeline for the Gladstone Fitness Center Project
 - ✓ Acknowledgement of receipt of all addenda
 - ✓ Native Preference Policy eligibility documentation, if applicable
- A mandatory walk through of the project site will be held at Project Site on **Monday, January 22, 2024, at 11:00 a.m. EST.**
- Questions regarding the Gladstone Fitness Center Project RFP **must be emailed** to the Sault Tribe Purchasing Department to Tammy Henning at thenning@saulttribe.net. Responses will be sent electronically to all bidders via Addenda. The deadline for questions regarding the Gladstone Fitness Center Renovation Project Bidding is **Friday, January 26, 2024, by COB.**
- Bid Package Submission: Bidders must submit their **SEALED** bid package clearly marked "**PROJECT #24-001 - GLADSTONE FITNESS CENTER RENOVATION**" as directed below.

Bid packages **must be submitted** to:

**Sault Tribe Purchasing Department
Attn: Tammy Henning
2186 Shunk Road
Sault Sainte Marie, MI 49783**

****Faxed or emailed bids will not be accepted****

Bids **must** be received at the Sault Tribe Purchasing Department no later than **3:00 p.m. EST, Monday, February 5, 2024**. Bids must be complete at time of submission prior to bidding deadline to be considered a responsive bid. Incomplete or late proposals will not be considered.