



## SEMINOLE TRIBE OF FLORIDA REQUEST FOR PROPOSAL

Solicitation No.: RFP 12-2025

Title: Forest Inventory Analysis (Tribal-wide)

Description: The Conservation Department of the Seminole Tribe of Florida is requesting proposals from qualified contractors to conduct a forestry inventory analysis needed Tribal-wide.

Solicitation Release Date: June 30, 2025

Virtual Pre-Proposal  
Conference RSVP Deadline: July 7, 2025 @ 5:00 PM (ET) **(MANDATORY)**

Virtual Pre-Proposal  
Conference: July 10, 2025 @ 1:00 PM( ET) **(MANDATORY)**

Deadline for Questions\*: July 17, 2025 @ 5:00 PM (ET)

Proposal Due Date: July 31, 2025 @ 5:00 PM (ET)

Contact Person(s)\*: To: [MarianJamaleddine@semttribe.com](mailto:MarianJamaleddine@semttribe.com)  
Cc: [BidSubmissions@semttribe.com](mailto:BidSubmissions@semttribe.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.

**9. GRANT FUNDING**

The TRIBE and CONTRACTOR acknowledge that the goods and services solicited under this solicitation are fully or partially funded by federal funding through BIA Forestry program, Contract

Number A24AV00574. The TRIBE and CONTRACTOR further acknowledge and agree that the SERVICES solicited herein will comply with the regulations generally applicable to the grant program. Specifically, all applicable terms and conditions included in this grant shall apply.

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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 a forestry consultant in any state.
- 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.
- Hold a current certified license through the Society of American Foresters (SAF) or Forest Stewardship Council (FSC).
  - BIDDER must provide copies of any appropriate certifications and must ensure all appropriate certifications are kept current during the period of performance of the work.
- Have familiarity with the Bureau of Indian Affairs (BIA), U.S. Department of Agriculture (USDA), or United States Forest Service (USFS).
- Have familiarity with procedures/regulations pertaining to federal forest inventories such as a BIA Continuous Forest Inventory (CFI) or USDA Forest Inventory Analysis (FIA).
- Be proficient with Geographic Information Systems (GIS) programs.
- Have a minimum of five (5) years of experience in timber inventory and reporting.
- Have a minimum of two (2) previous projects with FIA or CFI procedures, as evidenced via *Exhibit H-1 – List of Recently Completed Projects*.
- Maintain a fully equipped organization capable, technically and financially, of successfully performing the work required, and has performed similar work in a satisfactory manner.
  - Must provide evidence of sufficient qualified personnel to complete the project via *Exhibit Q – Resumes*.
- Have clear understanding of the value of the plan in the context of the TRIBE's natural resource management goals.
- Carry and maintain adequate insurance consistent with the requirements listed in *Attachment B – Insurance Requirements*.
- Meet any other requirements outlined in this solicitation.

### 1.1. PERSONNEL QUALIFICATIONS:

- Personnel assigned to this project by CONTRACTOR must be reviewed and approved by the TRIBE prior to start of the project. Should personnel change by required and unavoidable by CONTRACTOR, CONTRACTOR must assign replacement personnel of equal or higher qualification, experience, and skill-level.
- Personnel Qualifications (See *Attachment E - CFI Field Manual* 1.44 and 1.45 for description): CONTRACTOR shall use the following guidelines with regards to personnel and shall apply said qualifications to all personnel replacement:
  - Crew Leader: A person who has at least an Associate of Arts (AA) degree in forestry and two (2) years prior experience collecting data for timber inventory or timber cruising purposes. The two (2) year prior experience requirement may be substituted by an AA degree supplemented by at least two (2) years of forestry-related college credits.
  - Crew Member: A person who has a minimum of one (1) year experience collecting data for timber inventory or timber cruising purposes. One (1) year experience in a trade requiring precise measurements (such as carpentry, plumbing, or surveying) may be substituted.

### 1.2. PREFERRED QUALIFICATIONS (NOT REQUIRED):

The following qualifications are preferred by the TRIBE and are not required to be eligible for award:

- Familiarity with BIA created software

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

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

### 2.1. ATTENDANCE AND ATTENDEES:

- **Attendance is mandatory to be eligible for award, and BIDDER must RSVP before the scheduled Virtual Pre-Proposal Conference as outlined below.**
- To be invited to the Virtual Pre-Proposal Conference, prospective bidders shall be required to RSVP, per the instructions below:
  - Prospective bidders must email the contact person(s) listed in Section IV, Paragraph 1 “Contact Person(s)” by the specified RSVP Deadline and include the following information:
    - Full name of attendee
    - Email address of attendee
    - Direct phone number of attendee
- Prospective bidders who complete all the above listed requirements will receive a calendar invite via email that will include the Webex meeting link and call-in information for the Virtual Pre-Proposal Conference.

- A grace period of ten (10) minutes will be allowed for attendees who are late. **Prospective bidders who try to login after ten (10) minutes shall be disqualified and will not be permitted to join and attend the Virtual Pre-Proposal Conference.**
- Attendees must stay for the duration of the Virtual Pre-Proposal Conference and may not log-off until they are dismissed by the TRIBE.

## 2.2. MEETING DETAILS:

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

VIRTUAL PRE-PROPOSAL CONFERENCE	
Date:	July 10, 2025
Time:	1:00 PM (ET)
Location:	Webex <i>Meeting details to be shared with prospective bidders who submit their RSVP before the RSVP Deadline.</i>

## 2.3. QUESTIONS:

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

## 2.4. GENERAL:

- At the TRIBE's discretion, the TRIBE may videotape and/or audiotape the Virtual 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 Virtual 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:	Marian Jamaledidine
Email:	To: <a href="mailto:MarianJamaledidine@semtribe.com">MarianJamaledidine@semtribe.com</a> Cc: <a href="mailto:BidSubmissions@semtribe.com">BidSubmissions@semtribe.com</a>
Phone:	O: (954) 966-6300 x11192 C: (954) 237-9621

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 is not required to bid on both phases of the Scope of Work and may choose to bid on only one (1) phase.

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 4, to confirm BIDDER's submission includes each applicable completed form.
- 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 12-2025 – [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**

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.

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

<b>Attachment</b>	<b>Description</b>	<b>Submission Instructions</b>	<b>BIDDER’s Initials</b>
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	CFI Plot Reservation Maps	Review information. Initial in next cell to confirm this document has been reviewed. No further action needed.	

Attachment	Description	Submission Instructions	BIDDER's Initials
Attachment D	2007 CFI Data	Review information. Initial in next cell to confirm this document has been reviewed. No further action needed.	
Attachment E*	CFI Field Manual	*To be released to prospective bidders who attend the Virtual Pre-Proposal Conference. Bidders are expected to review the attachment upon receipt.	

#### 4.2. EXHIBITS:

Exhibit	Description	Submission Instructions	BIDDER's Initials
Exhibit A	Schedule of Values	Fill-in required information, sign, 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	Complete, 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	Schedule of Deliverables	<p>To be submitted by BIDDER as described below:</p> <ul style="list-style-type: none"> <li>Schedule for Phase 1 Deliverables as described in <i>Attachment A – Scope of Work.</i></li> <li>Schedule for Phase 2 Deliverables as described in <i>Attachment A – Scope of Work.</i></li> </ul>	

Exhibit	Description	Submission Instructions	BIDDER's Initials
		This file must be clearly labeled as the appropriate exhibit in BIDDER's submission.	
Exhibit N	Compliance Documents	<p>To be submitted by BIDDER as described below:</p> <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, similar document(s) from other state is acceptable.</li> </ol> <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 O	Timeline and Budget for Tasks	<p>To be submitted by BIDDER as described below:</p> <ul style="list-style-type: none"> <li>• Timeline of completion of each task</li> <li>• Budget for each task</li> </ul> <p>This file must be clearly labeled as the appropriate exhibit in BIDDER's submission.</p>	
Exhibit P	Proposed Methodology	To be submitted by BIDDER as described below:	

Exhibit	Description	Submission Instructions	BIDDER's Initials
		<ul style="list-style-type: none"> <li>A written summary detailing the proposed approach and methodology for providing these services.</li> </ul> <p>This file must be clearly labeled as the appropriate exhibit in BIDDER's submission.</p>	
Exhibit Q	Resume(s)	<p>To be submitted by BIDDER as described below:</p> <ul style="list-style-type: none"> <li>Resume for each of BIDDER's personnel expected to be assigned to this project, to include (at a minimum) list of relevant experience and qualifications/certifications held.</li> </ul> <p>This file must be clearly labeled as the appropriate exhibit in BIDDER's submission.</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 (1) calendar year 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 and certification 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.
- 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
<b><u>Experience:</u></b> Years of experience conducting timber inventories and data analysis to include USFS, BIA, or other Federal agencies, state, private timber analysis, and number and types of projects completed	30
<b><u>Qualifications:</u></b> Professional certifications held and software experience and knowledge	20
<b><u>Methodology:</u></b> Based on assessment of the task, ability to define dangers and environmental risks, ability to strategically plan inventories, and analyze data	20
<b><u>Efficiency:</u></b>	20

Evaluation Criteria	Points
Staff size for the project (not overall staffing), equipment, and planning timeline	
<b><u>Pricing:</u></b> Pricing will be evaluated comparatively among all respondents.	10
<b>Total Possible Score:</b>	100

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.

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

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

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

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

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

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## ATTACHMENT A

### SCOPE OF WORK

#### 1. INTRODUCTION

The TRIBE is requesting proposals from qualified contractors to conduct the 2025 Forest Inventory Analysis by creating a Global Positioning System (GPS) referenced monitoring Tribal-wide, in accordance with the specifications listed in this solicitation.

#### 2. BACKGROUND

The TRIBE manages approximately one hundred thousand seven hundred and five (100,705) forested/grassland acres in seven (7) reservations/locations (hereinafter referred to as "reservation(s)"). (See: ***Attachment C – CFI Plot Reservation Maps***):

- Big Cypress Reservation (52,771 acres)
  - Brighton Reservation (36,622 acres)
  - Immokalee Reservation (610 acres)
  - Lakeland Reservation (802 acres)
  - St. Thomas, (3,673 acres)
  - Sweetwater (2,247 acres)
  - McDaniels Ranch (3,980 acres)
- Activities on the reservations include cattle, cultural, and residential activities in the rural areas and residential, retail sales, gaming, small businesses, and cultural activities in the urban areas. Management of these lands are primarily for recreation, protection of the woodland ecosystem in its natural state, and monitoring the changes that will take place due to the Everglades Restoration project, providing a product for local consumption, and marketing palms used in landscaping.
  - The goals and objectives for the seven (7) reservations include developing an extensive inventory of the timberlands and woodlands adequate to prepare an allowable cut for periodic harvesting if markets become available as well as noting, documenting, and monitoring ecological change through time.
  - This is the second (2<sup>nd</sup>) CFI for the TRIBE.
  - Approximately one hundred sixty-five (165) plots in the 2007 CFI will be located, and re-measured, while an approximate additional one hundred seventy-seven (177) CFI plots will be located, established, and measured.
  - A comprehensive CFI was conducted in 2007 (***Attachment D – 2007 CFI Data***) and will be available to the selected CONTRACTOR for analysis.
    - The 2025 CFI field protocol, data collection, data analysis, and report shall complement the 2007 CFI report and shall develop comparisons between inventories for growth models and vegetation change models.
    - Any discrepancies between the 2007 protocol and this CFI between methodology, defer to the current 2025 CFI field manual.

### 3. PROJECT PHASES

PHASE	DETAILS	DEADLINE TO COMPLETE WORK
1	CFI Field Data Collection	August 14, 2026
2	CFI Field Data Analysis	September 2, 2026

### 4. PHASE 1: WORK TO BE COMPLETED

- CONTRACTOR shall establish and conduct a CFI using as a reference *Attachment E – CFI Field Manual* published by the Eastern Area Forestry, Bureau of Indian Affairs, for the TRIBE so results can be used as a comparison in future valuations.
  - The data collected will become an integral part of the Forest Management Plan for the TRIBE.
  - Attainment of a complete viable Forest Management Plan for the TRIBE is a trust responsibility of the United States Department of the Interior, Bureau of Indian Affairs, Eastern Area Regional Office, Nashville, Tennessee, in concert with its Seminole Agency in Hollywood, Florida.

#### 4.1. CFI FIELD DATA COLLECTION:

- Number of Plots:
  - Approximately one hundred sixty-five (165) CFI plots shall be remeasured and reestablished (if needed) by CONTRACTOR.
  - This is the second (2<sup>nd</sup>) CFI for the TRIBE.
    - Approximately one hundred seventy-seven (177) new CFI plots shall be located, established, and measured by CONTRACTOR.
    - Trees within the plots shall be identified and measured, as directed in the *Attachment E – CFI Field Manual*.
- Procedures:
  - CONTRACTOR shall follow standard Department of the Interior, Bureau of Indian Affairs procedures. Determining the exact location of the plot center (sub-meter accurate location) using GPS and GIS information is necessary since the rate of vegetation growth would make finding the plot center next cycle quite difficult.
    - Each tree would have an azimuth and distance from plot center recorded while the plot center would have the GPS coordinates recorded.
- Species Identification:
  - CONTRACTOR must properly identify tree species.
    - Stumpage rates, merchantability specifications, and many product volume references are species related.
    - Species may be identified by bark characteristics, form, and type of fruit, cones, needles, leaves, and other features.
- Use of Remote Sensing Information (Aerial & Satellite Imagery):

- The TRIBE is in the process of completing a forest-type mapping project of the Big Cypress, Brighton, and Immokalee Indian Reservations.
  - CONTRACTOR shall receive the information in electronic format at the onset of the project.
  - Forest cover type layers for each Reservation shall be supplied by the TRIBE in a GIS geo-database conforming to the following set of standards: NAD 1983 HARN State Plane (Feet) projection, 1-acre level of accuracy.
- Equipment:
  - CONTRACTOR is responsible for providing all necessary equipment including four-wheel drive vehicles to access area. Some areas of project sites are remote, inaccessible via vehicle, and must be accessed by foot.

#### 4.2. SCOPE OF SERVICES:

CONTRACTOR shall provide the following services in accordance with CFI Field Manual 2.00 Locating Plots on the Ground, 2.30 Plot Location, 3.00 Measuring and Recording Data, and 4.00 Crew Check:

- Data Collection:
  - CONTRACTOR shall relocate or install plot and collect CFI measurement data from three hundred and forty-two (342) CFI plots during the time period of December 15, 2025, to July 15, 2026, or as otherwise determined by the TRIBE.
    - The CFI plots include a majority in pond cypress, bald cypress, slash pine, and palm.
- Plot Location:
  - Field Crews will complete a plot location form with measurement of each CFI plot and submit an electronic file of the field GPS location data (Universal Transverse Mercator (UTM) coordinates) for the CFI plot center to the TRIBE's DOC Forester.
- Coordinates:
  - Field Crews must collect GPS location data for the CFI plots and the UTM must be delivered as a CFI plot in ArcView shapefile format to the TRIBE's DOC Forester. In addition, the GPS data files for each specified CFI plot must be delivered.
- Measuring and Recording of CFI Data:
  - All plot and tree data must be recorded on a plot tally card by CONTRACTOR field crews.
- Project Milestones:
  - December 15, 2025, to July 15, 2026 – Period to relocate/install plot and collect CFI data.
  - July 15, 2026 – Completion date for installation and collection of CFI data.
  - August 14, 2026 – Completion date for data corrections.
  - September 2, 2026 – Completion date for FINAL CFI report.

### 4.3. INSPECTION AND ACCEPTANCE OF CONTRACTED WORK:

CONTRACTOR shall be subject to the following Inspection and Acceptance Guidelines, as detailed in the *Attachment E – CFI Field Manual*, 5.00 Inspections:

- Measurement Data:
  - CFI plots will be issued by the DOC Forester in packets of approximately ten (10) CFI plots.
  - Completed packets shall be inspected as originally issued by the DOC Forester.
  - CFI measurement data and GPS data shall be submitted simultaneously in their original packets by the CONTRACTOR.
- Field Inspections:
  - Periodic field inspections by the DOC Forester will be performed on a minimum of ten percent (10%) of each field crew's data.
  - For field inspections, ten percent (10%) of each field crew's CFI plots shall be selected by the DOC Forester at random and physically inspected.
  - CFI, GPS, and other data shall be included in the field inspections by the DOC Forester.
- Office Inspections:
  - For office inspections by the DOC Forester, one hundred percent (100%) of the data shall be inspected.
  - Office inspections shall be performed at the United States Department of the Interior, Bureau of Indian Affairs, Eastern Area Regional Office, Seminole Agency in Hollywood, Florida, and the Inspector's lodging.
- CFI Inspections:
  - Inspections are to ensure that CFI procedures are being carried out with the required accuracy and uniformity. In addition, inspections by the DOC Forester are to evaluate each field crew's work and to determine acceptance and the pay rate for acceptance.
    - In any situation of a discrepancy of the CFI packets, inspection and acceptance, the matter shall be resolved on-site within five (5) working days by the CONTRACTOR. For the record, a written summary of each resolution will be prepared to document the resolution by the DOC Forester.
- CFI Data Ratings:
  - For payment purposes, the following three (3) ratings shall apply to CFI data:
    - Acceptable – No corrective action by the CONTRACTOR is required, full payment to CONTRACTOR.
    - Conditional – Corrective action allowed by the CONTRACTOR, otherwise ninety percent (90%) payment to CONTRACTOR.
    - Unacceptable – Corrective action is required by the CONTRACTOR, no payment to CONTRACTOR until corrected.
- GPS Location Data and Other Data Ratings:

- Acceptable – No corrective action is required by the CONTRACTOR, full payment to CONTRACTOR
- Unacceptable – Corrective action is required by the CONTRACTOR, no payment to CONTRACTOR until corrected

#### 4.4. PHASE 1 DELIVERABLES:

- CFI Tally Sheets
- All relevant hard and soft data
- All relevant electronic data
- All relevant paperwork
  - All paperwork and data sheets will be delivered to the TRIBE before final payment to ensure data sovereignty.

#### 4.5. OTHER INFORMATION:

- *Attachment E – CFI Field Manual* shows the 2024 CFI Field Manual published by the Eastern Area Forestry, Bureau of Indian Affairs.
- TRIBE-Furnished Property and Supplies “As Is” (see *Attachment E – CFI Field Manual*, 1.50 Figure 3) – The TRIBE shall deliver to CONTRACTOR, at the time and locations stated in the resultant agreement, the items described in the following schedule:
  - Aerial photos with CFI plots and reference points (RPs) pinpricked.
    - A few of the CFI plots may not be identified on the aerial photos.
    - If aerial photos are lost or damaged while in the possession of CONTRACTOR, no additional aerial photos shall be furnished.
  - Maps of the areas to be inventoried, including seven and a half (7 ½) minute USGS quadrangles for most CFI plots.
  - Plot stakes for plot maintenance and restoration.
  - Hard copy spreadsheet showing, at a minimum, the plot number, latitude and longitude, and the UTM northing and casting.
  - Plot tally cards.
  - The *Attachment E – CFI Field Manual* and any other manuals or guides needed to complete data collection.
  - Aluminum nails and tree tags.
  - Stake flags.
- Upon completion of the resultant agreement and all required services, CONTRACTOR shall follow the guidelines established in the Agreement between the TRIBE and CONTRACTOR regarding the disposition of all property not consumed in performing this Scope of Work or previously delivered to the TRIBE.
- CONTRACTOR furnished property and supplies (*Attachment E – CFI Field Manual*, 1.50 Figure 3 and 5.30, GPS Inspections, and 2.35 Plot Location Documentation using GPS).
  - CONTRACTOR shall provide, at a minimum, for its crew(s) CONTRACTOR furnished property described under “Equipment” and “Supplies” of the CFI *Attachment E – CFI Field Manual*, 1.50 Figure 3.

- GPS units accurate to at least fifteen (15) meters, that shall locate GPS location data for each CFI plot.
  - The GPS location data will be downloaded to a waypoint download file for a PC. The download file will be copied onto a universal serial bus (USB) or other designated and TRIBE approved file transfer system.
- Equipment:
  - CONTRACTOR shall be responsible for providing all necessary equipment including four-wheel drive vehicles, utility task vehicle (UTV), or other specialized equipment to access remote areas. Some areas of the proposed project sites are remote, inaccessible via vehicle, and must be accessed by foot.
- Post-Award Orientation:
  - The TRIBE's Contracting Officer shall arrange for a post award conference to achieve a clear and mutual understanding of all contract requirements; and identify and resolve potential problems.
    - This conference shall not be a substitute for CONTRACTOR's full understanding of the work requirements at the time offers are submitted, nor is it to be used to alter the contract award.
- Post-Award Training:
  - The TRIBE will conduct an initial field orientation ten (10) business days prior to the start of the project, to assure that CONTRACTOR's field crews understand the contract requirements, GPS and CFI data gathering.

## 5. **PHASE 2: WORK TO BE COMPLETED**

- CONTRACTOR shall:
  - Prepare a Forest Inventory Analysis Report based on data collected during the 2025 CFI (Paragraph 4, "Phase 1 Work to Be Completed").
  - Utilize STOF GIS files, as necessary, to facilitate map production, including, but not limited to, CFI plot location, 2010 forest cover type mapping, exotic vegetation mapping, and prescribed and wildfire history.
  - Install proprietary BIA CFI software package to assist with additional sorting, analysis, generation of data books, and with creation of tables/graphs (see Table 1 in *Attachment D – 2007 CFI Data* for an example of the Analysis Program Output).
  - Use existing Seminole Tribe of Florida 1989 Forest Inventory Analysis Report and 2007 CFI Analysis Report for comparative analysis and the *Attachment E – CFI Field Manual* as a reference tool.
    - The Seminole Tribe of Florida 1989 Forest Inventory Analysis Report and 2007 CFI Analysis Report will only be provided to the CONTRACTOR.
  - Closely coordinate with the Forestry and Wildland Fire Program office.

### 5.1. **METHODOLOGY:**

- The Forest Inventory Analysis Report must meet or exceed content standards according to Reservation Prioritization Category 2, as defined in 53 IAM 2.8.A, and described in the Indian Affairs Manual Part 53, Chapter 8, Section 8.6, entitled “Forestry Inventory and Monitoring” available online.
- Inventory standards are outlined below in Paragraph 5.2 “Deliverables.” BIA has already provided the TRIBE with a printed data book for each Reservation, for all cover types.
  - A slash pine cover type data book was also provided for Big Cypress. Any additional sorting of the data and report contents shall be discussed and approved in advance by the TRIBE’s Project Manager.

## 5.2. PHASE 2 DELIVERABLES:

- Initial Draft Report (Due August 14, 2026):
  - This report shall be provided in hard copy (one (1) original and two (2) copies) and electronic form (Microsoft Word .docx).
    - The Report shall be titled “Forest Inventory Analysis Report for the Big Cypress, Brighton and Immokalee Seminole Indian Reservations based on 2007 Continuous Forest Inventory”.
    - The Report will include the following sections, which may be modified upon approval by the Tribal Project Manager:
  - An “Approval” page
  - A preface stating the purpose and Scope of Work, a table of contents, list of figures, maps, tables, appendices, etc., and where appropriate, a discussion of the purpose of the work
  - A section including a Synopsis
  - A section including a description of the Forest
  - A section entitled “Summary of Results” to include the following:
    - Previous Inventories
    - Current Inventory
    - Sample Methods
    - Area and Volume
    - Growth (*Pine Only*)
    - Forest Condition
    - Cut Calculations (*Indicated Annual Cut, Regulated Annual Cut, and Comparative Analysis*)
  - A Section entitled “Compilation and Analysis of Data” to include the following:
    - Forest Strata Description
    - Statistical Analysis
    - Method of Forest Regulation (*sustainable harvest*)
    - Volume and Growth
    - Cutting Cycle / Rotation Age (*best forestry practices for harvest, species specific*)
    - Planning Period Objectives
    - Present Forest Objectives
    - Indicated Annual Cut

- Regulated Annual Cut
- A Recommendations section
- An Appendix including the following:
  - Field Procedures Guide (*complete, will be provided*)
  - Volume Reference & Tables (*can be provided*)
  - Regression Coefficients and Equations (*complete, part of database*)
  - Site Index Curves/Equations (*complete, can be provided*)
  - Inventory Cost Data (*can be provided*)
- Data Transfer
  - All data (preliminary, provided by the TRIBE, developed by CONTRACTOR, worksheets, spreadsheets, GIS files, forest calculations, etc.) utilized during the project will remain proprietary property of the TRIBE and as such shall be submitted to the TRIBE upon completion of the project.
  - All maps and materials will remain proprietary property of the TRIBE and as such shall be submitted to the TRIBE upon completion of the project.
- Final Report (Due September 2, 2026):
  - This report shall be provided in hard copy (one (1) original and two (2) copies) and electronic form (Adobe .pdf). It shall contain all the information as described in the draft report requirements including any revisions made to the draft report.
  - The TRIBE's GIS files may be utilized for creating maps, tables, figures, in addition to CONTRACTOR GIS files.

## 6. **ADDITIONAL CONTRACTOR RESPONSIBILITIES**

### 6.1. **RESOURCE PROTECTION:**

- Protection of archeological/historical resources:
  - Upon the discovery of suspected archeological or historical material, CONTRACTOR shall cease to work in the vicinity of such material and immediately notify the TRIBE's Project Manager.
- Disposal of debris:
  - CONTRACTOR shall remove all debris from the Reservations and dispose of it properly on a daily basis.
- Protection of faunal species:
  - This area contains habitat used by the endangered Florida panther, Audubon's Crested Caracara, Gopher Tortoise, Wood Stork, Bald Eagle, Eastern Indigo Snake, Snail Kite, and the Florida Black Bear.
    - Any suspected activity of un-collared panthers will be documented using GPS and reported to the TRIBE.
- CONTRACTOR shall use every precaution necessary to prevent disturbing and harassment of this or any wildlife encountered on the Reservations. The willful killing of any animal species while working on Reservation lands is illegal and will not be tolerated. Violations shall void the contract.

**6.2. HURRICANE SEASON:**

Hurricane Season begins June 1, 2026, and ends November 30, 2026.

**6.3. SEASONAL WORK:**

Bidders are cautioned that work under this project falls under both the wet and the dry seasons. The wet season begins each year in May and is characterized by a season of thunderstorms that flood the cypress strands and prairies before flowing to the south in a slow drainage that extends the wet season by two (2) to three (3) full months after the rain tapers off in October. During the dry season, winter, water evaporates or flows into the estuaries downstream while the swamp's aquatic life concentrates in the remaining deeper pools and sloughs.

**6.4. ROADS IN THE RESERVATION:**

- Creation of new trails is not authorized but clearing old trails for access is allowed with guidance from the TRIBE's Project Manager. Project treatments may be within the native area, basins, wetland enhancement areas, urban areas, or pastures depending upon Tribal priority at the time.
  - Special vehicles, such as 4-wheel drive, UTV, all-terrain vehicle (ATV), or swamp buggies may be necessary to access some portions of the project.

**6.5. LODGING FOR FIELD CREWS:**

- On-site camping is not allowed, but CONTRACTOR is able to utilize the Big Cypress Reservation Campground (<http://www.seminoletribe.com/bcervresort/>) and incorporate that cost in their bids.
  - CONTRACTOR is also able to park a trailer behind the Water Resource Management Office at Big Cypress, but no electrical or water hookups will be provided.

**6.6. TRAVEL:**

CONTRACTOR shall be required to conduct and attend in-person meetings at the TRIBE facilities to discuss progress and review information.

**7. LOCATION OF SERVICES**

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

RESERVATION	NUMBER OF ACRES
Big Cypress	52,771

Brighton	36,622
Immokalee	610
Lakeland	802
St. Thomas	3,673
Sweetwater	2,247
McDaniels Ranch	3,980

#### **8. PERIOD OF PERFORMANCE**

The services and deliverables required in this solicitation shall be completed and delivered to the TRIBE by CONTRACTOR within ninety (90) calendar days of the award of contract or receipt of Purchase Order between December 15, 2025, and July 15, 2026, or as otherwise determined by the TRIBE.

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## 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. If the CONTRACTOR is exempt from this requirement, both the CONTRACTOR and its employees shall hold the TRIBE harmless from any injuries incurred during the performance of the contract. An exempt CONTRACTOR must provide either: (i) a written statement on company letterhead confirming the number of employees, stating that Workers' Compensation insurance is not required, and affirming that no additional employees will be hired during the contract term; or (ii) a valid Certificate of Exemption.

- 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: \$1,000,000 accident for bodily injury by accident or disease, including \$1,000,000 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**  
**CFI PLOT RESERVATION MAPS**  
**(Attached separately as a .pdf)**

**ATTACHMENT D**

**2007 CFI DATA**

**(Attached separately as a .pdf)**

**ATTACHMENT E\***

**CFI FIELD MANUAL**

**(\*To be released to Attendees of the Virtual Pre-Proposal Conference)**

**EXHIBIT A**  
**SCHEDULE OF VALUES**  
**(Attached separately as a .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:

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Signature of Authorized Representative:

---

Print Name:

---

Title:

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Date

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**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 H-1****LIST OF RECENTLY COMPLETED PROJECTS****(Example of Projects to be attached by BIDDER)**

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 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.
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**  
**SCHEDULE OF DELIVERABLES**  
**(To be submitted by BIDDER)**

**EXHIBIT N**  
**COMPLIANCE DOCUMENTS**  
**(To be submitted by BIDDER)**

**EXHIBIT O**  
**TIMELINE AND BUDGET FOR TASKS**  
**(To be submitted by BIDDER)**

**EXHIBIT P**  
**PROPOSED METHODOLOGY**  
**(To be submitted by BIDDER)**

**EXHIBIT Q**

**RESUME(S)**

**(To be submitted by BIDDER)**

**EXHIBIT Z****ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

Respondent acknowledges receipt of the following Addenda:

<b>ADDENDUM NO.</b>	<b>RESPONDENT INITIALS</b>
Addendum No. 1	
Addendum No. 2	
Addendum No. 3	
Addendum No. 4	
Addendum No. 5	
Addendum No. 6	
Addendum No. 7	
Addendum No. 8	

If an Addendum was NOT released as part of this solicitation, *Exhibit Z* is NOT required.

COMPANY NAME: \_\_\_\_\_

BY (PRINT): \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_