



## SEMINOLE TRIBE OF FLORIDA REQUEST FOR PROPOSAL

Solicitation No.: RFP 118-2024

Title: Archaeological Land Surveying (Lakeland)

Description: The Tribal Historic Preservation Office (THPO) of the Seminole Tribe of Florida is requesting proposals from qualified contractors to provide a Cultural Resource Assessment Survey (CRAS) for land that is south and east at the Lakeland Reservation.

Solicitation Release Date: June 5, 2025

Virtual Pre-Proposal Conference: June 12, 2025 @ 9:30 AM (ET) **(OPTIONAL)**

Deadline for Questions\*: June 20, 2025 @ 5:00 PM (ET)

Proposal Due Date: July 7, 2025 @ 5:00 PM (ET)

Contact Person(s)\*: To: [MarianJamaledidine@semtribe.com](mailto:MarianJamaledidine@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 seven (7) Seminole Indian Reservations in the State of Florida in Big Cypress, Brighton, Hollywood, Immokalee, Tampa, Fort Pierce, and Lakeland. 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.

CONTRACTOR shall work cooperatively, when required, with any additional parties from which these services are obtained.

### 3. **FRAUD AND MISREPRESENTATION**

Any individual, corporation, or other entity that attempts to fulfill the requirements of this solicitation through fraud, misrepresentation, or material misstatement may be deemed non-responsible and such individual, corporation, or other entity’s qualification may be null and void.

**4. CONFIDENTIALITY / NON-DISCLOSURE**

BIDDER shall treat any information contained in this solicitation (or accumulated through other written or oral communication with the TRIBE) as confidential information. Any information provided by the TRIBE to BIDDER in this solicitation is to be used solely to permit BIDDER to reply to the solicitation and BIDDER shall make no other use of the information, inclusive of sharing the information with corporate affiliates and subsidiaries without the prior written consent of the TRIBE. BIDDER shall hold the information contained in this solicitation in strict confidence and the information obtained will not be disclosed to any third-party, vendor affiliate, or subsidiary, without the TRIBE's prior written consent.

**5. NON-EXCLUSIVITY**

It is expressly understood that contractor selection does not grant CONTRACTOR an exclusive privilege to provide the TRIBE any or all of the goods and/or services that are the subject of this solicitation. The TRIBE reserves the right, as deemed in its best interest, to perform or cause to be performed the provision of the goods and/or services, or any portion thereof, herein described in any manner it sees fit, including but not limited to award to multiple contractors, and contract with other contractor(s) for the provision of goods and/or services similar or identical to those that are the subject of this solicitation.

**6. DISCLOSURE**

BIDDER responding to this solicitation must disclose in detail any current or past relationships with the TRIBE, Seminole Gaming, and/or STOFI and their employees.

**7. ADDENDA / REVISIONS TO SOLICITATION**

If it becomes necessary to revise or clarify any part of this solicitation, the TRIBE will modify this solicitation by issuance of written addenda. All addenda will clearly be marked as such and shall become part of the solicitation documents.

**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 not subcontract out any work or partner with another firm.
- All work shall be supervised by an Archaeologist who meets Secretary of Interior Standards for archaeology (36 CFR Part 61).
- Maintain a fully equipped organization capable, technically and financially, of performing the work required, and has performed similar work in a satisfactory manner.
- Carry and maintain adequate insurance consistent with the requirements listed in *Attachment B – Insurance Requirements*.
- Meet any other requirements outlined in this solicitation.

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

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

#### 2.1. ATTENDANCE AND ATTENDEES:

- **Attendance is optional and is not required to be eligible for award.**
- Attendees are encouraged to stay for the duration of the Virtual Pre-Proposal Conference.

#### 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:	June 12, 2025
Time:	9:30 AM (ET)
Location:	Webex

Meeting ID:	<a href="https://stof.webex.com/stof/j.php?MTID=m1c4541addec1a79bbcecd22fe4cc9289">https://stof.webex.com/stof/j.php?MTID=m1c4541addec1a79bbcecd22fe4cc9289</a>  <b>Join by phone</b> 1-415-655-0001 (US Toll)
Password:	<b>Join by meeting number</b> Meeting number (access code): 2433 892 7738 Meeting password: ATmgemwJ729

### 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 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 Jamaledine
Email:	To: <a href="mailto:MarianJamaledine@semtribe.com">MarianJamaledine@semtribe.com</a> Cc: <a href="mailto:BidSubmissions@semtribe.com">BidSubmissions@semtribe.com</a>
Phone:	(954) 966-6300 x11192

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:

- 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 118-2024 – [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>RESPONDENT'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	Cultural Resource Ordinance	Review information. Initial in next cell to confirm this document has been reviewed. No further action needed.	



<b>Attachment</b>	<b>Description</b>	<b>Submission Instructions</b>	<b>RESPONDENT's Initials</b>
Attachment D	Excavation Field Specimen (FS) Log	Review information. Initial in next cell to confirm this document has been reviewed. No further action needed.	
Attachment E	Metal Detection Form	Review information. Initial in next cell to confirm this document has been reviewed. No further action needed.	
Attachment F	Bag Tag	Review information. Initial in next cell to confirm this document has been reviewed. No further action needed.	
Attachment G	Site Delineation	Review information. Initial in next cell to confirm this document has been reviewed. No further action needed.	
Attachment H	Seminole Site File (SSF) Number Request	Review information. Initial in next cell to confirm this document has been reviewed. No further action needed.	

#### 4.2. EXHIBITS:

<b>Exhibit</b>	<b>Description</b>	<b>Submission Instructions</b>	<b>RESPONDENT's Initials</b>
Exhibit A	Schedule of Values	Review all tabs and fill-in required information. Provide two (2) copies of this document, as described below: <ul style="list-style-type: none"> <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 D	Contractor Certification Regarding Debarment and Suspension	Complete, sign, and submit.	

<b>Exhibit</b>	<b>Description</b>	<b>Submission Instructions</b>	<b>RESPONDENT's Initials</b>
Exhibit H-1	List of Recently Completed Projects and Contract Amounts	Complete, sign, and submit.	
Exhibit H-2	List of Past Experience Performing Similar Projects	Complete, sign, and submit. If no past experience with the TRIBE, please note, sign, and submit.	
Exhibit K	Firm Certification	Complete, sign, and submit.	
Exhibit L	Drug-Free Workplace Form	Complete, sign, and submit.	
Exhibit M	Compliance Documents	<p>To be submitted by RESPONDENT as described below:</p> <ol style="list-style-type: none"> <li>1. A signed copy of RESPONDENT's existing W-9;</li> <li>2. A copy of RESPONDENT's Certificate of Insurance; and</li> <li>3. A copy of RESPONDENT'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 RESPONDENT's submission.</p> <p>If RESPONDENT does not have an existing signed W-9, RESPONDENT may</p>	

Exhibit	Description	Submission Instructions	RESPONDENT's Initials
		request a W-9 template from the Contact Person(s).	
Exhibit N	Professional Qualifications	<p>To be submitted by RESPONDENT as described below:</p> <ol style="list-style-type: none"> <li>1. Professional qualifications detailing RESPONDENT's experience, resources, qualification, capabilities, and past performance in providing this type of service.</li> <li>2. Must illustrate RESPONDENT's capability to perform the full scope of services.</li> <li>3. Must include RESPONDENT's Project Manager and Bioarcheologist resumes assigned to the project.</li> </ol> <p>This file must be clearly labeled as the appropriate exhibit in RESPONDENT's submission.</p>	
Exhibit O	Proposed Methodology	<p>To be submitted by RESPONDENT as described below:</p> <ol style="list-style-type: none"> <li>1. A written summary detailing the proposed approach and methodology for providing these services; and</li> </ol>	

Exhibit	Description	Submission Instructions	RESPONDENT's Initials
		<ol style="list-style-type: none"> <li>2. Excavation strategy (number and size of Shovel Tests (STs); and</li> <li>3. Data collected for each ST; and</li> <li>4. Collection strategy; and</li> <li>5. Documentation on data quality control tasks, and editing; and</li> <li>6. Metal detection methodology and data collected; and</li> <li>7. Process of reviewing all data collected; and</li> <li>8. Site delineation process; and</li> <li>9. Equipment used to complete the project (i.e., Global Positioning System (GPS) devices, metal detector, etc); and</li> <li>10. Process for when ancestral remains are encountered; and</li> <li>11. Process to obtain a permit per the Cultural Resource Ordinance (CRO)</li> </ol> <p>This file must be clearly labeled as the appropriate exhibit in RESPONDENT'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 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)
- 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
<b><u>Pricing</u></b> Pricing will be evaluated against market pricing and industry standards.	15
<b><u>Proposed Methodology</u></b> Ability to meet the TRIBE's needs.	15
<b><u>Timeframe for Completion</u></b>	15
<b><u>Previous experience with related projects – outside of Tribe</u></b> <ul style="list-style-type: none"> <li>• Demonstrates competence through past projects similar in scope and size and/or nature.</li> <li>• Positive references from past projects that are similar in nature and size to the Scope of Work outlined in <i>Attachment A – Scope of Work</i>.</li> </ul>	15

<b>Evaluation Criteria</b>	<b>Points</b>
<b><u>Contractor to show data quality</u></b> Documentation of the process for undertaking all quality control tasks (e.g., editing data) on excavation forms that are completed for fieldwork	15
<b>Total Possible Score:</b>	<b>75</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. DOWN SELECTION PROCESS**

The TRIBE reserves the right to eliminate proposals, which, in its sole discretion, do not properly meet the requirements outlined in this RFP. The TRIBE may review responses to this RFP prior to continuing with the evaluation process.

## **3. 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.

## **4. 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.

## **5. 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.



## **ATTACHMENT A**

### **SCOPE OF WORK**

#### **1. INTRODUCTION**

The TRIBE is requesting proposals from qualified contractors to provide a Cultural Resource Assessment Survey (CRAS) of land that is south and east of the Lakeland Reservation, in accordance with the specifications listed in this solicitation.

The completion of a CRAS in this area will expedite permitting for any future development.

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

All work shall be supervised by an Archaeologist who meets Secretary of Interior Standards for archaeology (36 CFR Part 61). Additionally, CONTRACTOR shall employ a bioarcheologist who must be in the field while fieldwork is occurring.

- CONTRACTOR shall have experience completing CRAS projects in Florida.
- The TRIBE's Archaeologist will work with CONTRACTOR to make sure the project is completed appropriately.

This project consists solely of fieldwork, data and artifact collection, and paperwork. Specifics for the entirety of the project may include the following services, but are not limited to:

##### **2.1. SHOVEL TEST EXCAVATION:**

- Fieldwork will consist of a minimum of four thousand seven hundred and fifty-six (4,756) shovel tests (ST) that the Tribal Historic Preservation Office (THPO) has pre-plotted. (Additional shovel tests will be completed if site delineations are needed or as determined by the TRIBE.)
- Prior to fieldwork occurring, the TRIBE's Archaeologist will provide a feature class of all pre-plotted shovel tests. The feature class will include required fields that will need to be filled out for each shovel test.
  - No known sites are within the project area. If CONTRACTOR requires further background research for the project area, the TRIBE's Archaeologist may divulge that if deemed appropriate.
  - Each shovel test must be excavated to a maximum of one hundred (100) centimeters or thirty-nine (39) inches below surface (CMBS) unless water or a compact feature (i.e. bedrock) hinders continued excavation.
  - Shovel tests must be round and a minimum of fifty (50) centimeters or twenty (20) inches in diameter.
  - All soil removed from shovel tests shall be screened through one fourth of an inch (1/4") or six (6) millimeter wire mesh to maximize the recovery of cultural materials.
  - A shovel test should not be listed as non-excavated due to dense vegetation.

1. It should also not be listed as non-excavated when standing water is present in the wet season.
2. If an area is still underwater in March/April, an area may be listed as non-excavated at that time.
- Access to the project area will be granted by the TRIBE.
- Work will not be deemed sufficient until all proposed fieldwork, including additional shovel tests, and all necessary edits are fully completed as determined by the TRIBE.
- CONTRACTOR shall provide all necessary equipment needed to complete the fieldwork.
- All information for shovel tests, surface finds, and metal detection finds will be recorded digitally on the shovel test feature class.
  - The location of each shovel test and surface find must be spatially recorded with a device able to achieve sub-1-meter or three (3) feet accuracy.
  - The shovel test feature class includes seventy-seven (77) possible fields. The TRIBE's Archaeologist will provide the Smart Form Manual to CONTRACTOR for detailed explanations of each of these fields prior to fieldwork starting.
    1. Project number will be prefilled and provided with the feature class
    2. **Shovel Test Number:** Must be numerical with no letters and no repetitions
    3. **Excavation Date:** Date shovel test completed
    4. **X Coordinate:** Location of shovel test using the Universal Transverse Mercator (UTM) coordinate system
    5. **Y Coordinate:** Location of shovel test using the UTM coordinate system
    6. **Shovel Test Status:** Can be Negative, Positive, Surface, Human, Non-Excavated, To Be Excavated
    7. **Total Depth CMBS:** Total depth of shovel test
    8. **Number of Strata:** Total number of stratigraphic layers within the shovel test
    9. **Base Depth and Color and Soil Type:** For each layer of stratigraphy within the shovel test, a base depth, color, and soil type must be recorded. The feature class has fields fifty (50) total, for up to ten (10) strata. If stratigraphy does not match one of the options noted, then the stratigraphy can be listed in the notes field.
    10. **Termination Reason:** Can be one hundred (100) CMBS, Bedrock, Compact Clay, FeO (Iron Oxide), Hardpan, Marl/Calcium Carbonate, Other/Unknown, Root Impasse, Water Table
    11. **Previous Disturbance:** None, Limited, Moderate, Widespread, Total
    12. **Seminole Site File (SSF) Number:** Filled out if the shovel test is part of a site or archaeological occurrence
    13. **Field Specimen Log Number:** Filled out if the shovel test/surface find has artifacts. Each stratum with artifacts within a shovel test must have their own FS number
    14. **Surface Find Number:** Filled out for any surface finds recorded

15. **Artifact Description**-Faunal, Pottery, Ceramic, Lithics, Glass, Historic, Other
  16. **Artifact Count**: Total number of artifacts for each stratum
  17. **Artifact Stratum**: List of strata where artifacts were recovered
  18. **Number of Artifact Bags**: Total number of bags per shovel test
  19. **No Excavation Rationale**: Not applicable, waterlogged, geological feature, permanently inaccessible, manmade feature
  20. **Environmental Setting**: Hammock, pasture, pineland, wetland, developed, clearing, palmetto, new growth hammock, agricultural, other
  21. **Disturbance Type**: List of what caused the disturbance
  22. **Vegetation**: List vegetation at the shovel test. An abbreviation (listed in the Manual) should be applied
  23. **Ground Visibility Reason**: Reason why ground surface visibility is obscured. Normally leaf litter or grass cover
  24. **Ground visibility**: Percentage of ground that is visible
  25. **Excavator**: Name of person digging the shovel test
  26. **Notes**: Any shovel test/surface find information that is not listed in any of the above fields
  27. **Water Level CMAS**: Height of water above the ground surface
- Prior to fieldwork commencing, the TRIBE's Archaeologist will provide access to an ArcGIS Online account where CONTRACTOR will obtain pre-plotted shovel tests.
    - i. This will also be the location where daily shovel test information is uploaded.
    - ii. All information gathered in the field will be uploaded and reconciled to ArcGIS Online daily.
  - CONTRACTOR shall use the Environmental Systems Research Institute, (ESRI) system to utilize Field Maps and Survey123 to perform the shovel test feature class.
  - Upon award, TRIBE's Archaeologist will train CONTRACTOR for the shovel test feature class prior to fieldwork beginning.

## 2.2. PHOTOGRAPHS:

- One (1) shovel test per probability zone must have photographs.
  - TRIBE's Archaeologist will provide CONTRACTOR with the defined probability zone locations prior to fieldwork beginning.
- One (1) positive shovel test per site and archaeological occurrence must have photographs.
- Photographs will show the environment in the four (4) cardinal directions as well as the north wall profile of the shovel test. If it is not possible to take a photograph of the north wall, it is acceptable to take a photograph of another wall as long as the photograph is labeled appropriately.
- Photographs of the four (4) cardinal directions from a surface find will be taken.

- All photographs will be labeled with the shovel test number, probability zone, and site number (if applicable).
- Cardinal direction photographs will be taken in landscape view. Profile photographs will be taken vertically in shaded conditions.

### 2.3. SURFACE FINDS:

- All artifacts on the ground surface that are a minimum of fifty (50) years of age will be collected.
- If a large number of historic artifacts (more than ten (10)) are found within a small area (less than five (5) meters) (i.e. a bottle scatter), a ten percent (10%) artifact assemblage may be collected instead of all artifacts. The sample will be listed as one FS number.
- All surface finds will be recorded on the shovel test feature class. Many fields will remain blank, but Project Number, Excavation Date, Coordinates, Shovel Test Status, Previous Disturbance, SSF Number, FS Log Number, Surface Find Number, Artifact Description, Artifact Count, Number of Artifact Bags, Environmental Setting, Disturbance Type, Vegetation, Ground Visibility Reason, Ground Visibility, Excavator, Notes, and Water Level CMAS will be filled out
- Surface find numbers will be listed in the shovel test number field in the shovel test feature class.
  - The surface finds must be listed numerically, in sequence, and with no repetitions.

### 2.4. METAL DETECTING:

- Two (2) possible historic trails measuring approximately four hundred (400) meters/ one thousand three hundred and twelve (1,312) feet were identified which requires metal detecting.
  - Metal detection will include transects that run parallel to the trails at five (5) meter/ sixteen (16) foot intervals within twenty-five (25) meters/ eighty-two (82) feet of either side of the historic trail.
  - A total of thirty-eight (38) transects shall be completed. Equating to five thousand eighty (5,080) meters and sixteen thousand six hundred sixty-six (16,666) feet of metal detecting for this project.
    - Only those artifacts that are at least fifty (50) years old should be collected and recorded.
  - If an artifact is recorded and collected as part of the metal detection survey, a FS log (*Attachment D – Excavation Field Specimen Log*) will be completed by the CONTRACTOR. Additionally, a Metal Detection Form (*Attachment E – Metal Detection Form*) will be completed. Upon completion, the form shall be sent by the CONTRACTOR to the TRIBE’S Archaeologist for review. All necessary edits will be completed by CONTRACTOR. The form includes the following information:
    - Metal Detection Number (sequential with no repeats)
    - Coordinates

- Disturbance level and type
- Environment and vegetation
- Stratigraphic and depth Information
- Artifact description
- Notes
- FS number
- Number of bags
- Initial
- Date
- Artifacts collected during a metal detection survey shall be recorded sequentially as MD# (i.e. MD1, MD2), so as not to confuse them with shovel tests or surface finds.
- The location of MD finds will be noted on a point layer that includes the Project Number, MD Number, Site Number, Artifact Count, FS Number, Depth of Recovery, Disturbance, Environmental Description, Date, and any Notes
  - The point layer will be submitted to the TRIBE's Archaeologist with the completion of any MD paperwork.
- The TRIBE's Archaeologist will provide CONTRACTOR with the location of the historic trail and buffered area for metal detecting prior to fieldwork beginning.

## 2.5. ARTIFACTS:

- Items collected from shovel tests and surface finds should be a minimum of fifty (50) years of age.
  - No modern trash will be collected.
- All cultural material collected from the surface or recovered from the shovel tests are bagged by a provenience unit in a two (2) milliliter polyethylene zipper bag.
  - Provenience information including shovel test number and Universal Transverse Mercator (UTM) coordinates will be written legibly on the exterior of all collection bags in waterproof ink.
  - A bag tag (*Attachment F – Bag Tag*) with the same information will be placed within a smaller two (2) milliliter polyethylene zipper bag and placed within the larger artifact bag.
  - Each artifact bag will be assigned to an FS number. A FS log will be completed through the ST Feature Class, and the FS number will be written on the TOP of the artifact bag.
  - At a minimum, the following information should be printed clearly and is required on all collection bags:
    1. Field specimen number
    2. Project number
    3. Site number
    4. Shovel test number
    5. Artifact types collected and estimated count
    6. Depth of artifacts encountered (include stratum and CMBS)
    7. GPS coordinates
    8. Excavator's name or initials

### 9. Date

- FS numbers will be separated by provenience information (i.e. artifacts from two (2) different strata within a shovel test must have different FS numbers and be bagged separately).
  - Different types of artifacts within the same stratum will be listed as the same FS number and can be bagged together.
  - Strata containing a large number of artifacts may utilize multiple bags with the same FS number, as long as all artifacts are recovered from the same stratum and the bags are labeled appropriately (Bag 1 of X, Bag 2 of X, etc.).
- All artifacts collected in the field must be kept in a storage box in a secure and climate-controlled location.
- Artifacts must be transported to the Big Cypress (BC) Archaeological Laboratory every Friday.
  - Scheduling must be set up and approved by the TRIBE's Collection Manager and Senior Bioarcheologist.
- Artifact transfers can be flexible depending on the quantity of material found.
  - Large volumes of material should be transferred more frequently, while minimal artifacts can be transferred less frequently.
- All transferred objects must be submitted with a copy of the most current FS log.
- TRIBE's Collections Manager and/or Senior Bioarcheologist will complete a quality control check at the time of transfer and CONTRACTOR is responsible for making all edits at that time.
- All objects shall be transferred Monday through Friday, 8:00 AM to 5:00 PM.
- All photographs will be submitted to the TRIBE's Archaeologist on a weekly basis.
  - This will begin no later than five (5) business days following the start date of fieldwork.
- CONTRACTOR will review and edit the shovel test feature class for consistency, spelling, and overall sufficiency every five (5) days.
  - CONTRACTOR will email the TRIBE's Archaeologist every five (5) days with the information (i.e. shovel test numbers) reviewed by their office.
  - TRIBE's Archaeologist will review (within five (5) business days) the submitted information and note what edits CONTRACTOR must complete.
    - i. All edits will be completed by CONTRACTOR and re-submitted to the TRIBE's Archaeologist within five (5) business days from the date the TRIBE's Archaeologist provided the edits.

## 2.6. ADDITIONAL REQUESTED FIELDWORK:

- Site and Archaeological Occurrence Delineations
  - Positive shovel tests are those defined as containing any cultural material that is at least fifty (50) years old.
  - Negative shovel tests do not contain any cultural material that is at least fifty (50) years old.
  - To delineate a site, all positive shovel tests are bound at twenty (20) meters or sixty-six (66) feet intervals in each of the cardinal compass directions (North (N), East (E), South (S), West (W)) (*Attachment G – Site Delineation*).

- This process shall continue until the field crew has excavated two (2) consecutive negative shovel tests in each of the directions from a positive shovel test.
- A single ordinal shovel test at twenty (20) meters or sixty-six (66) feet intervals is also excavated from each positive shovel test.
- If there are less than three (3) positive shovel tests at a site and each positive shovel test contains less than thirty-five (35) objects, then ten (10) and potentially five (5) meters, and thirty-three and sixteen (33 and 16) feet interval delineations around the positive shovel tests will occur.
  - In these instances, the TRIBE's Archaeologist will be consulted for delineation methodology determinations.
- If positive shovel tests are located within one hundred (100) meters or three hundred twenty-eight (328) feet of each other and are in the same environment (i.e. same tree island hammock) they are considered part of the same site.
- For historic surface finds, only those areas with five (5) or more historic artifacts occurring within ten (10) meters and thirty-three (33) feet of each other are considered sites.
  - If it is less than this number, then the historic artifacts belong to an archaeological occurrence.
- If only one (1) positive shovel test is found in an area, the objects (cultural material only) within this shovel test are considered an archaeological occurrence.
  - If the single positive shovel test has been bound in all directions at twenty (20) meters or sixty-six (66) feet intervals by negative shovel tests, the field crew will then reduce the test interval to ten (10) meters and thirty-three (33) feet and then five (5) meters or sixteen (16) feet, respectively. Ordinal shovel tests at five (5) meters or sixteen (16) feet, and ten (10) meters or thirty-three (33) feet intervals will also be excavated from the positive shovel test.
  - If a second positive shovel test is encountered during this delineation, the area is then considered a site, and excavations should be completed at twenty (20) meter or sixty (66) feet intervals in each of the cardinal and ordinal directions from a positive shovel test.
    - This number may be reduced to ten or five (10 or 5) meters or thirty-three or sixteen (16) foot, in order to determine if the cultural material has been recovered from a very small, localized site.
- If deemed necessary, the TRIBE's Archaeologist may request additional shovel testing (depending on environmental signatures and soil types noted by CONTRACTOR).
  - CONTRACTOR shall perform a minimum of four thousand seven hundred and fifty-six (4,756) shovel tests, the amount of additional shovel tests needed is unknown at this time.

## 2.7. SEMINOLE SITE FIELD NUMBER REQUEST:

- Whenever a site or archaeological occurrence is recorded by CONTRACTOR, a SSF request form (*Attachment H – Seminole Site File Number Request*) and jpeg of positive shovel test or surface find location shall be submitted to the TRIBE's Archaeologist.
  - The TRIBE will provide CONTRACTOR with the proper form prior to fieldwork commencing.
- Only sites need to have a name, which the vendor will supply, along with coordinates.
- The SSF form request will be submitted as soon as delineations have established whether the positive shovel tests are part of a site or are an archaeological occurrence.
  - The Tribal Archaeologist will provide the SSF number within five (5) days of receiving the request.
  - The SSF number must be listed with the applicable shovel tests in the shovel test feature class.
  - No Florida Master Site File (FMSF) number will be requested.

## 2.8. ANCESTRAL REMAINS:

- If suspected ancestral remains have been uncovered, CONTRACTOR shall immediately contact (phone call or text message suffice) the TRIBE's Senior bioarcheologist and TRIBE's Collections Manager.
  - The TRIBE's Senior bioarcheologist may conduct an on-site inspection to evaluate the suspected ancestral remains within twenty-four (24) hours of being contacted.
  - Before verification occurs, the shovel test with suspected ancestral remains should immediately be stopped.
  - All items found in the shovel test should be kept in a plastic artifact bag in the shovel test.
  - Complete the shovel test form with stratigraphic information and note that excavation was stopped due to the possible presence of ancestral remains.
    - i. Do not add any information to the FS log.
  - All work shall cease within thirty (30) meters or ninety-eight (98) feet of the shovel test with suspected ancestral remains and may not continue until they have been verified by the TRIBE.
- Once the TRIBE's Senior Bioarcheologist is at the shovel test:
  - If the shovel test/test unit is negative for ancestral remains, CONTRACTOR may complete the shovel test as normal.
  - If the TRIBE's Senior bioarcheologist determines that there are ancestral remains in a shovel test, all items from the shovel test will be returned and reburied immediately to avoid collecting potential grave goods or funerary belongings.
  - Shovel test shall be marked as 'human' on the ST feature class.
    - The stratum in which the remains were found will also be recorded in the notes section.
    - The notes section will also contain a brief description and estimate of the type and number of artifacts encountered during the excavation.



- No information regarding the ancestral remains or cultural items should be recorded on the FS log.
  - A map of the site with confirmed ancestral remains will be submitted to the TRIBE's Archaeologist and TRIBE's Collections Manager within twenty-four (24) hours of confirmation.
- If ancestral remains are confirmed, work shall cease within thirty (30) meters or ninety-eight (98) feet of the shovel test until the next steps for continuing are determined by the TRIBE's Tribal Historic Preservation Officer .
- In cases of inadvertent discovery, the TRIBE will be responsible for following all provisions under FL 872.05 or NAGPRA, depending on land jurisdiction.
  - All notifications and compliance will be completed by the TRIBE.
- CONTRACTOR is not responsible for any artifact processing or report writing for this project.

### **2.8.1. PERMIT REQUIREMENTS:**

- All work performed under the resultant agreement shall be in strict compliance with the Florida Building Code, industry standards, OSHA regulations, and local municipalities.
- CONTRACTOR shall be responsible for timely obtaining all necessary permits and inspections through appropriate agencies, where needed.
- CONTRACTOR shall produce all necessary county and local licenses, where applicable.
- Within fifteen (15) days of the start of field work, CONTRACTOR shall:
  - Apply for and receive a THPO Archaeological Class F Permit (under the Seminole Tribe of Florida Cultural Resource Ordinance) as outlined in *Attachment C – Cultural Resource Ordinance*.
  - Submit a permit request through the Energov permitting portal Application Assistant:  
[https://Imp.semtribe.com/EnerGov\\_Prod/SelfService#/applicationAssistant?sectionName=Trending&showTemplates=false](https://Imp.semtribe.com/EnerGov_Prod/SelfService#/applicationAssistant?sectionName=Trending&showTemplates=false)
  - CONTRACTOR shall complete the application in its entirety and shall include a detailed field methodology.
  - Receive a formal permit which will detail any relevant permit conditions.
  - The permit(s) shall be always kept with CONTRACTOR while conducting field work.

### **2.8.2. STATUS MEETINGS**

Biweekly meetings shall be conducted between the TRIBE and CONTRACTOR to ensure the work is progressing smoothly.

### **3. LOCATION OF SERVICES**

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

- The project area is situated to the south and east of the Lakeland Reservation.
- The southern parcel is north of Old Polk City Road and abuts Scandinavia Boulevard.
- The southwestern coordinates for this area are (17, N3114577 E409501).
- The southernmost address for this parcel is 8600 Scandinavia Blvd, Lakeland, FL.
- The eastern parcel is situated 1,675 meters (5,495 feet) east of Moore Road and 560 meters (1,837 feet) west of Cypress Trails Drive.
  - It is north of Old Polk City Road by 1,600 meters (5,249 feet).
  - The southwestern coordinates for this area are (17, N3116585 E411178).

### **4. TERM/DURATION**

Fieldwork will commence October 1, 2025, and be completed by September 1, 2027. These dates will be modified if the signed contract is not complete by that start date. Additionally, fieldwork may not occur during the months of July-September since much of the area may be inundated during that time.

## 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**  
**CULTURAL RESOURCE ORDINANCE**  
**(Attached separately as a .pdf)**

**ATTACHMENT D**  
**EXCAVATION FIELD SPECIMEN LOG**  
**(Attached separately as a .pdf)**

**ATTACHMENT E**  
**METAL DETECTION FORM**  
**(Attached separately as a .pdf)**



**ATTACHMENT F**

**BAG TAG**

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

**ATTACHMENT G**  
**SITE DELINEATION**  
**(Attached separately as a .pdf)**

**ATTACHMENT H**  
**SEMINOLE SITE FILE NUMBER REQUEST**  
**(Attached separately as a .pdf)**

**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 H-1****LIST OF RECENTLY COMPLETED PROJECTS AND CUSTOMER SATISFACTION**

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 Completion Date \_\_\_\_\_
  - h. Customer Satisfaction Rating (on a scale of 1-5) \_\_\_\_\_
  
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 Completion Date \_\_\_\_\_
  - h. Customer Satisfaction Rating (on a scale of 1-5) \_\_\_\_\_
  
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. Customer Satisfaction Rating (on a scale of 1-5) \_\_\_\_\_

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

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

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

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

Date \_\_\_\_\_

**EXHIBIT H-2****LIST OF PAST EXPERIENCE PERFORMING SIMILAR PROJECTS**

Bidders must list previous experience performing projects similar in nature and provide the information requested below for each experience.

## Experience #1:

1. Select one: ☐ Pending project / ☐ 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: ☐ Pending project / ☐ 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: ☐ Pending project / ☐ 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: \_\_\_\_\_

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**  
**COMPLAINCE DOCUMENTS**  
**(To be submitted by RESPONDENT)**

**EXHIBIT N**  
**PROFESSIONAL QUALIFICATIONS**  
**(To be submitted by RESPONDENT)**

**EXHIBIT O**  
**PROPOSED METHODOLOGY**  
**(To be submitted by RESPONDENT)**

**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: \_\_\_\_\_