

**Lac du Flambeau Band  
of  
Lake Superior Chippewa Indians**

**TRIBAL HISTORIC PRESERVATION OFFICE**



**REQUEST FOR PROPOSALS**

for

**PHASE I ARCHAEOLOGICAL INVESTIGATIONS**

RFP NO. 19-THPO-001

## 1. INTRODUCTION AND PURPOSE

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A federally recognized Indian Tribe, the Lac du Flambeau Band of Lake Superior Chippewa (hereinafter referred to as the Tribe) has occupied the Lac du Flambeau area in Northern Wisconsin since 1745, when Chief Kewaskum led the band to the area. The Lac du Flambeau Reservation was established more than a century later, by the Treaty of 1854. The Reservation is heavily forested, with varying terrain, significant wetland and marsh areas, and numerous lakes. Over the years the Tribe has developed diverse economic enterprises in an effort to maintain self-reliance and ensure economic stability for community members. Today, Tribal industries include timber sales, pursuant to which tracts of Tribally-owned forest are sustainably harvested by logging entities awarded harvest contracts by the Tribe. The Tribe's Forestry Department manages the Tribe's forested lands and oversees logging operations, to ensure that sustainable forestry practices are adhered to.

In addition to ensuring the sustainability of the Tribe's precious forest resources, the Tribal Forestry Department partners with the Tribe's Historic Preservation Office to ensure that the Tribe's archeological interests are preserved and protected. Prior to marking and awarding a timber sale, the Tribal Forestry Department requests that a Phase I Archeological Investigation be conducted on the subject geographic area. The Tribe's Historic Preservation Office assists, and the Bureau of Indian Affairs provides funding for Section 106 Phase I investigations on Tribal and allotted trust lands in response to Tribal member and Tribal Forestry Department requests in advance of timber sales and other forest management projects.

The purpose of this Request for Proposals (RFP) is to solicit bid proposals from qualified individuals and/or firms to conduct Phase I Archeological Investigations of selected areas of the Lac du Flambeau Reservation, encompassing approximately 710 acres of Tribal and allotted trust land. The work will include field survey, laboratory analysis of sites and artifacts found and a report of the field and laboratory results. Methodology for this work will comport with the standards set forth in the "Manual for Investigations Conducted for the Tribal Historic Preservation Office Within the Exterior Boundaries of the Lac du Flambeau Reservation." **A copy of the Manual can be obtained from the RFP Contact, identified in Section 2.1, below.**

All archaeological investigations on Lac du Flambeau Tribal land are conducted in accordance with Section 106 of the National Historic Preservation Act as amended and applicable provisions of 37 CFR 800 (Protection of Historic Properties).

Pre-field archival research has been completed by the Tribal Archaeologist. **A summary of this research as well as maps and historic aerials of the specific project areas can be obtained from the RFP Contact, identified in Section 2.1, below.**

The successful bidder (Consultant) will enter into an Archaeological Consulting Services Contract with the Tribe for the provision of services set forth in this RFP. The Archaeological Consulting Services Contract shall be a 100% performance contract, requiring the consulting services to be performed to the satisfaction of the Tribe and in compliance with the specifications, scope of services and conditions set forth in this RFP and the Archaeological Consulting Services Contract entered into by and between the parties. The Consultant will be expected and required to adhere to every term of this RFP and the Archaeological Consulting Services Contract and perform the required functions with expertise, knowledge and capability with minimal monitoring by the Tribe.

This RFP does not commit the Tribe to accept any proposal submitted. The Tribe reserves the right to accept or reject any and all proposals, and to accept or reject any or all items in any proposal. The lowest bidder may not be the successful bidder. The Tribe reserves the right to select the bidder whose proposal and qualifications are most advantageous to the Tribe. The Tribe also reserves the right to negotiate with any and all bidders any and all parts of the proposals received, including, but not limited to, cost, scope of work, and other relevant details and to accept the proposal most advantageous to, and in the best interest of, the Tribe. The Tribe is not responsible for any costs incurred by the respondents in the preparation of responses to this RFP. The terms "vendor", "bidder," and "respondent" are used interchangeably throughout this RFP and are intended to refer to a person or entity submitting, or intending to submit, a proposal in response to this RFP.

## 2. RFP ADMINISTRATIVE PROCEDURES

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**2.1 RFP CONTACT/CONTRACT ADMINISTRATOR.** The individual named below is the Tribe's Contract Administrator who will be responsible for administration of the Archaeological Consulting Services Contract entered into by and between the successful bidder (Consultant) and the Tribe. The Tribe's Contract Administrator shall be the sole point of contact regarding this RFP from the date of issuance until selection of the successful bidder (Consultant). To ensure clear and accurate communication and avoidance of the appearance of impropriety, from the date of issuance of this RFP until announcement of the successful bidder (Consultant), bidders may contact only the RFP Contact. The RFP Contact will respond only to questions submitted via email or other written form. In the event that a bidder or someone acting on the bidder's behalf attempts to discuss this RFP verbally or in writing with any employee of the Tribe other than the RFP Contact designated below, the bidder may be disqualified as a prospective Consultant.

RFP Contact: Cynthia Stiles, RPA, Tribal Archaeologist  
LDF Tribal Historic Preservation Office  
P.O. Box 67  
Lac du Flambeau, WI 54538  
Email: [cstiles@ldftribe.com](mailto:cstiles@ldftribe.com)

**2.2 RFP TIMETABLE.** The dates set forth are subject to change, in the sole discretion of the Tribe:

<b>EVENT</b>	<b>DATE</b>
RFP Issued:	<b>On or before July 16, 2019</b>
Written Inquiry Deadline:	<b>4:00 P.M., Monday, August 12, 2019</b>
Proposals/Bids Due:	<b>1:00 P.M., Thursday, August 22, 2019</b>
Notice of Award Issued:	<b>TBA</b>
Begin Contract Performance:	<b>Soonest Availability</b>
Field Work Completion:	<b>Not later than November 30, 2019</b>
Analysis and Report Completion:	<b>Not later than January 17, 2020</b>

### **2.3 DUTY TO EXAMINE AND INQUIRIES REGARDING RFP.**

**2.3.1** It is the responsibility of each bidder to examine the entire RFP, including all addenda, seek clarification in writing (inquiries), and examine its Proposal for accuracy before submitting the Proposal. Lack of care in preparing a Proposal shall not be grounds for modifying or withdrawing the Proposal after the Proposal due date and time, nor shall it give rise to any contract claim.

**2.3.2** All inquiries concerning this RFP, including any questions related to the terms and conditions of this RFP, shall be made in writing and submitted to the RFP Contact at the mailing address or email address noted above. Verbal inquiries will not be accepted.

**2.4 CONTENT OF RFP AND SUPERSEDING EFFECT.** This RFP is designed to provide prospective bidders with information necessary for the preparation of competitive proposals. Each bidder is responsible for determining all factors necessary for the submission of a comprehensive and compliant proposal. Proposals submitted in response to this RFP should be based solely on the material contained in the RFP, including any and all addenda. This RFP supersedes all previous RFPs and all proposals, oral and written, and all negotiations, conversations, communications and discussions heretofore and between the parties, related to the subject matter of this RFP.

- 2.5 AMENDMENT OF RFP.** The Tribe reserves the right to amend this RFP at any time. In the event it becomes necessary to amend, add to, or delete any part of the RFP, an amendment will be provided to all known vendors/prospective bidders who received the original RFP and posted on the Tribe's website. All submitted proposals/bids must include acknowledgment of the addenda.
- 2.6 SUBMISSION OF PROPOSAL.** *Every proposal submitted must include an original, three (3) copies, and one electronic copy on flash drive.* Proposals and copies must be submitted to the Lac du Flambeau Tribal Secretary, to-wit: **Beverly LaBarge, Tribal Secretary, William Wildcat, Sr. Community Building, 418 Little Pines Road, P.O. Box 67, Lac du Flambeau, Wisconsin.** **The Tribal Secretary must receive proposals not later than 1:00 P.M. (local time), Thursday, August 22, 2019.** *Any proposal received after this deadline will not be accepted.* Proposals may be submitted by mail or hand-delivered in an envelope. The envelope must be SEALED and include the following notation on the bottom left hand corner: "REQUEST FOR PROPOSAL FOR ARCHAEOLOGICAL SERVICES." Please also include company/individual name on the outside of the envelope. Bidders mailing proposals must allow ample mail delivery time to ensure timely receipt of their proposal. It is the bidder's responsibility to ensure that the proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the proposal by the Tribe. *Proposals sent via email or fax will NOT be accepted.*
- 2.7 REJECTION OF PROPOSALS.** Notwithstanding any other provision of this RFP, at any time prior to execution of the written Archaeological Consulting Services Contract, the Tribe reserves the right to reject any or all proposals, in whole or in part, to advertise for new proposals, to abandon the need for such services, and to cancel this RFP if it is in the best interests of the Tribe.
- 2.8 COSTS OF PREPARING PROPOSALS.** The costs of preparing the proposal are the sole responsibility of the bidder. The Tribe is not responsible for any costs incurred by bidder which are related to the preparation or delivery of the proposal or any other activities carried out by the bidder related to this RFP.
- 2.9 PROPOSALS PROPERTY OF THE TRIBE.** All proposals become the property of the Tribe and shall not be returned to the bidder submitting a proposal. The bidder agrees that the Tribe may copy the proposal for purposes of facilitating the evaluation of the proposal or for any other reason.
- 2.10 OPENING OF PROPOSALS.** The proposals will be opened during a CLOSED BID OPENING on Thursday, August 22, 2019, at 2:00 o'clock P.M. (local time), or as soon thereafter as practicable.
- 2.11 VALIDITY OF PROPOSALS.** All proposals shall be valid for a period of sixty (60) business days following the date on which proposals are due.
- 2.12 BIDDER'S REPRESENTATIONS.**
- 2.12.1** By submitting a bid, bidder certifies that bidder is authorized to conduct business in the State of Wisconsin.
- 2.12.2** By submitting this bid, bidder certifies that bidder is experienced and qualified to perform the services required by this RFP and is properly staffed, organized and financed to perform such services, and to commence such services immediately.
- 2.12.3** By submitting a bid, bidder certifies that bidder's bid and proposal were made and submitted without collusion or fraud and that bidder has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with its bid, and that bidder has not conferred on any Tribal employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- 2.13 NATIVE AMERICAN PREFERENCE REQUIREMENTS.** The work to be performed under this proposal is subject to the Tribe's General Procurement and Property Management Policies and Procedures, and Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e (b)). Section 7(b) of the

Indian Self-Determination and Education Assistance Act requires that to the greatest extent feasible: (1) preference and opportunities for training and employment shall be given to Native Americans, and (2) preference in the award of contracts and subcontracts shall be given to Native American organizations or Native American-owned economic enterprises as defined in Section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). If claiming Native American Preference in contracting under this proposal, please indicate whether or not the firm can provide documentation that will qualify the firm as an "Economic Enterprise," (Native American ownership constituting not less than 51 percent of the enterprise), or a "Tribal Organization," (the recognized governing body of any Native American Tribe).

## **2.14 PROPOSAL EVALUATION AND SOURCES OF INFORMATION.**

**2.14.1** Proposals that are timely submitted and comply with the mandatory requirements of this RFP (the Tribe reserves the right to waive any minor informalities or irregularities, in its sole discretion) will be evaluated by the RFP committee. Evaluation factors are listed below, not necessarily in order of importance:

1. Qualifications/Experience/Reputation of Vendor.
2. Bid Price.
3. Demonstrated Understanding of and Ability to Address the Tribe's Needs.
4. Completeness and Clarity of Proposal.
5. Native American Preference.
6. Method of Approach.
7. Such other criteria as may be deemed appropriate in evaluating proposals, even if such criteria are not specifically addressed in this RFP.

**2.14.2** The Tribe reserves the right to request an oral interview with, and additional information from, any bidder prior to final selection and award of a contract, and the bidder shall furnish to the Tribe all such information and data as may be requested. The Tribe also reserves the right to obtain, from any and all sources, information concerning a bidder or a bidder's services or personnel, to make such reasonable investigations as the Tribe deems proper and necessary to determine the ability of a bidder to perform the services contemplated by this RFP, and the right to consider information from other sources such as the bidder's performance of other contracts. The Tribe may use any of this information to evaluate a bidder's proposal.

## **2.15 AWARD AND NOTIFICATION.**

**2.15.1** Any contract resulting from this RFP will not necessarily be awarded to the vendor submitting the lowest price/bid. The Tribe will award the contract to the responsible vendor submitting the bid/proposal that the Tribe deems most advantageous to the Tribe. **NOTE: Any contract resulting from this RFP will not be in force and affect for any purpose unless and until it is approved by the Lac du Flambeau Tribal Administrator, CFO and Department Director.**

**2.15.2** Notice of award to successful bidder will be sent via U.S. mail or email. Notice may also be provided via telephone. All bidders that submitted a proposal will be notified in writing of the Tribe's decision to not select.

**2.15.3** The Tribe reserves the right to either award a contract without further negotiations with the successful bidder/Consultant or to negotiate contract terms with the selected bidder if in the best interest of the Tribe. The successful bidder/Consultant may be required to attend a post-award meeting with the Tribe to discuss the terms and conditions of the contract by and between the parties. Negotiation and execution of contract with the successful bidder/Consultant shall be completed not more than twenty (20) days from date of award notification.

**2.16 DISPUTES.** In case of any doubt or differences of opinions as to the contents of this RFP, or interpretation of any provision of this RFP, the decision of the Tribe shall be final and binding upon all parties.

### 3. STANDARDS AND QUALIFICATIONS

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- 3.1 The Principal Investigator must meet the Secretary of Interior qualifications for archaeologist, have at least five (5) years of experience in field and analysis work in Wisconsin, have a demonstrated experience in completing a project from award to final report, and have experience working with Wisconsin tribes.
- 3.2 The field supervisor and laboratory supervisor (if separate people) must meet the Secretary of Interior qualifications for archaeologist, have at least three (3) years of experience in field and analysis work in Wisconsin, have at least one (1) year of experience as a crew supervisor, and have experience working with Wisconsin tribes. The field supervisor and laboratory supervisor must participate in all respective field survey and laboratory analysis.
- 3.3 Methodology for work performed and services provided pursuant to this RFP must comport with the standards set forth in the “*Manual for Investigations Conducted for the Tribal Historic Preservation Office Within the Exterior Boundaries of the Lac du Flambeau Reservation.*”
- 3.4 Work performed and services provided pursuant to this RFP shall comply with applicable provisions of Section 106 of the National Historic Preservation Act as amended and 37 CFR 800 (Protection of Historic Properties).

### 4. CONTENT AND FORMAT OF PROPOSAL

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- 4.1 **PURPOSE.** These instructions prescribe the required format and content of the proposal and are designed to elicit information necessary to selection of the most qualified bidder, and to facilitate the submission of a proposal that is easy to understand and evaluate.
- 4.2 **FORMAT.** Proposals shall be prepared on 8.5" x 11" paper, single sided. *Every proposal submitted must include an original, three (3) copies, and one electronic copy on flash drive.*
- 4.3 **REQUIRED INFORMATION.** Each proposal shall respond completely to the following questions and requests for information:
  - 4.3.1 All bidders or their authorized representative shall prepare and sign a cover letter. Submission of the letter shall constitute a representation by the bidder that it is willing and able to perform the services described in the Request for Proposal (RFP) and their proposal response.
  - 4.3.2 Provide full name, address, telephone number(s), fax number, and email address of bidder and bidder's primary contact, and, if bidder is a business organization, identify what type of business organization and verify that bidder is authorized to conduct business in the State of Wisconsin.
  - 4.3.3 Please describe the bidder's experience in conducting Phase I archaeological investigations in accordance with Section 106 of the National Historic Preservation Act as amended and 37 CFR 800 (Protection of Historic Properties), and describe two (2) Phase I archaeological investigation projects that the bidder has completed in compliance with said provisions.
  - 4.3.4 Provide a list of three (3) current references for three (3) individual projects of similar size, scope, and complexity which were completed within the past five (5) years. Provide a contact name, phone number, and email address for the main point of contact for each project.
  - 4.3.5 Identify the primary personnel that will be assigned to the Tribe's project; include names and qualifications and duties to be performed by the identified individuals.
  - 4.3.6 Please submit resumes or a brief CV for the Principal Investigator, field supervisor and laboratory supervisor (if separate people).

- 4.3.7 Describe your firm's connections to Indian Country, including ownership, key agents and current clients.
- 4.3.8 Describe what makes your firm uniquely qualified to provide the requested services to the Tribe.
- 4.3.9 If any of the following has occurred with respect to bidder, please describe in detail the circumstances for each occurrence:
  - 4.3.9.1 Failure to enter into a contract after having been selected as the successful bidder.
  - 4.3.9.2 Withdrawal of a proposal on any project as the result of an error.
  - 4.3.9.3 Termination of or failure to complete a contract.
  - 4.3.9.4 Involvement in litigation, arbitration, or mediation on any contract.
  - 4.3.9.5 Knowing concealment of any deficiency in the performance of a contract.
  - 4.3.9.6 Submission of a fraudulent or incorrect invoice relating to a contract.
  - 4.3.9.7 Violation of applicable rules, laws, or regulations relating to any contract or project.
  - 4.3.9.8 Debarment from bidding or performing public works projects.
- 4.3.10 The submission of additional pertinent information beyond the requirements of this RFP is acceptable.
- 4.4 **BID.** The Bid/Proposal includes all labor, materials, equipment, costs, overhead, profit, services, travel and incidentals necessary for the successful performance of the services described in the Scope of Services. Travel costs will be calculated at the GSA FY2019 standard rate.
  - 4.4.1 Submit bid as a cost per acre for the total number of acres referenced in the Scope of Services (710 acres). The bid will be a not-to-exceed cost.
  - 4.4.2 Provide an itemized budget with justification for cost per acre, utilizing the following line items:
    - 4.4.2.1 Personnel Cost.
      - 4.4.2.1.1 Preparation.
      - 4.4.2.1.2 Field Survey.
      - 4.4.2.1.3 Analysis of Results.
      - 4.4.2.1.4 Report Writing.
      - 4.4.2.1.5 Communication with Tribal Historical Preservation Office Staff.
    - 4.4.2.2 Travel.
      - 4.4.2.2.1 Lodging.
      - 4.4.2.2.2 Mileage.
      - 4.4.2.2.3 Per Diem.
    - 4.4.2.3 Supplies.
    - 4.4.2.4 Overhead/Indirect Cost.
  - 4.4.3 Please indicate preferred payment terms, and state whether a down payment is required, and, if so, in what amount. **NOTE:** Down payment shall not exceed 25%.

## **5. SCOPE OF SERVICES**

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- 5.1** The Consultant must perform the full range of services related to conducting Phase I Archaeological Investigations, including but not limited to, field survey, laboratory analysis of sites and artifacts found and a report of the field and laboratory results, on eight (8) specific project areas encompassing approximately 710 acres of Tribal and allotted trust land located within the exterior boundaries of the Reservation of the Lac du Flambeau Band of Lake Superior Chippewa Indians, described as follows:
- 5.1.1** Buckskin Lake Timber Sale 2019-001, encompassing approximately 70 acres located in the N 1/2 of the SE 1/4 of Section 35 and the SW 1/4 of the NW 1/4 and the NW 1/4 of the SW 1/4 of Section 36, T 40 N, R 4 E, Lac du Flambeau Topographic Quadrangle. SEE ADDENDUM 1, ATTACHED HERETO AND INCORPORATED HEREIN AS THOUGH FULLY SET FORTH, for further information.
  - 5.1.2** Thorofare Channel Timber Sale 2019-002, encompassing approximately 90 acres located in the SW 1/4 of Section 16 and the N 1/2 of the NE 1/4 of Section 21, T 40 N, R 5 E, Fence Lake Topographic Quadrangle. SEE ADDENDUM 2, ATTACHED HERETO AND INCORPORATED HEREIN AS THOUGH FULLY SET FORTH, for further information.
  - 5.1.3** Cedar Lake Timber Sale 2019-003, encompassing approximately 90 acres located in the NW 1/4 and the SW 1/4 of the SW 1/4 of Section 3, T 40 N, R 4 E, Lac du Flambeau Topographic Quadrangle. SEE ADDENDUM 3, ATTACHED HERETO AND INCORPORATED HEREIN AS THOUGH FULLY SET FORTH, for further information.
  - 5.1.4** Lower Sugarbush Timber Sale 2019-004, encompassing approximately 125 acres located in the S 1/2 of the SW 1/4 and the SW 1/4 of the SE 1/4 of Section 8 and the S 1/2 of the SE 1/4 of Section 7, and the NW 1/4 and the W 1/2 of the NE 1/4 and the NW 1/4 of the SE 1/4 of Section 17, T 41 N, R 5 E, Powell Topographic Quadrangle. SEE ADDENDUM 4, ATTACHED HERETO AND INCORPORATED HEREIN AS THOUGH FULLY SET FORTH, for further information.
  - 5.1.5** Artishon Timber Sale 2019-005, encompassing approximately 40 acres located in the SW 1/4 of the SE 1/4 and the SE 1/4 of the SW 1/4 of Section 29, T 41 N, R 5 E, Lac du Flambeau Topographic Quadrangle. SEE ADDENDUM 5, ATTACHED HERETO AND INCORPORATED HEREIN AS THOUGH FULLY SET FORTH, for further information.
  - 5.1.6** Theobald Timber Sale 2018-009, encompassing approximately 128 acres located in the N 1/2 of the SE 1/4 of Section 25, T 40 N, R 4 E, Lac du Flambeau Topographic Quadrangle. SEE ADDENDUM 6, ATTACHED HERETO AND INCORPORATED HEREIN AS THOUGH FULLY SET FORTH, for further information.
  - 5.1.7** Theobald 2 Timber Sale 2018-006, encompassing approximately 80 acres located in a portion of the N 1/2 of Section 23, T 40 N, R 4 E, Lac du Flambeau Topographic Quadrangle. SEE ADDENDUM 7, ATTACHED HERETO AND INCORPORATED HEREIN AS THOUGH FULLY SET FORTH, for further information.
  - 5.1.8** Haskell Lake Historical Survey 2019-007, encompassing approximately 87 acres located in the NW 1/4 and a portion of the W 1/2 of the NE 1/4 of Section 31, T 40 N, R 5 E, Lac du Flambeau Topographic Quadrangle. SEE ADDENDUM 8, ATTACHED HERETO AND INCORPORATED HEREIN AS THOUGH FULLY SET FORTH, for further information.
- 5.2** During the field and laboratory investigation, the contact person will be the Tribal Archaeologist.
- 5.3** Sites found during survey will be reported to the Tribal Historic Preservation Office Archaeology Department for the Tribal files. Forms will be provided. No sites will be reported to the Office of the State Archaeologist, Archaeological Site Inventory.
- 5.4** Analysis of artifacts found during field investigation will be conducted in the Tribal Historic Preservation Office



Archaeology Department laboratory during office hours or by times pre-arranged with the Tribal Archaeologist. All forms will be provided.

- 5.5 All reports, documents, maps, data, and materials developed by the Consultant shall be the property of the Lac du Flambeau Tribe, as shall all artifacts found by the Consultant. All reports, notes, photos, forms, and artifacts will be curated at the Tribal Historic Preservation Office office. No artifacts will leave the Reservation. All copies of notes, reports, forms and photos, hard copy and electronic (digital), will be sent to the Tribal Historic Preservation Office at the end of the contract period or conclusion of the project, whichever occurs first.
- 5.6 Since the survey areas are Tribal and allotted trust lands, draft and final reports will be reviewed and approved by the Lac du Flambeau Tribal Historic Preservation Officer. There will be no State Historical Society Office involvement.
- 5.7 An Archaeological Resources Protection Act (ARPA) permit must be obtained from the Lac du Flambeau Tribal Historic Preservation Office prior to commencement of field work. The permit application will be provided at time of award. No state or county "Public Land Permits" are required.
- 5.8 All field and laboratory personnel, as well as the Principal Investigator, must sign a Confidentiality Agreement prior to beginning field work, and adhere to all provisions of the Agreement. Copies of the Confidentiality Agreement will be provided at time of award.

## 6. REQUIREMENTS

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### 6.1 INSURANCE.

- 6.1.1 By signing and submitting a bid/proposal under this RFP, the bidder certifies that if awarded a contract, it will have insurance coverage as specified below at the time the contract is awarded:
  - 6.1.1.1 Comprehensive General Liability Coverage: Minimum of \$1,000,000 per occurrence and \$2,000,000 in aggregate for property damage and personal injury.
  - 6.1.1.2 Automobile Liability: Automobile Liability covering all owned, hired and non-owned vehicles; \$1,000,000 per occurrence for bodily injury and property damage.
  - 6.1.1.3 Excess/Umbrella Liability Coverage: \$1,000,000.
  - 6.1.1.4 Worker's Compensation: Statutory limits and benefits. If any owner, partner, executive, officer, member or employee is excluded from Worker's Compensation coverage or if the Worker's Compensation policy is for certificate purposes only, it must be stated on the certificate.
- 6.1.2 The bidder further certifies that it and any subcontractors will maintain this insurance coverage during the entire term of the contract, including renewal terms, and that all insurance coverage will be provided by reputable insurance companies.
- 6.1.3 The successful bidder/Consultant will furnish to the Tribe's Contract Administrator certificates of insurance prior to commencement of the Contract term and, upon request, at any time during contract performance.
- 6.1.4 The Consultant will give the Tribe 10-days written notice prior to modifying any insurance obtained and/or maintained as required by the contract and this provision. The Tribe may object to the modification within 10 days of receiving the notice.

- 6.2 **INDEMNIFICATION.** The successful bidder/Consultant shall indemnify, defend, and hold harmless the Tribe and its officers, officials, employees, agents and volunteers, from and against any and all claims, demands, expenses, losses, liabilities, causes of action, and the like, which are or may be asserted in any action by

anyone, based upon any alleged personal injury, death, property damage or any loss that may occur, or may be alleged to have occurred, as a result of, relating to, arising out of, or in any way associated with, any act or omission of the Consultant, or any failure of the same to comply with any obligations set forth in this RFP and/or a Contract between the parties. The Consultant shall, at its own cost and expense, pay all costs incurred by the Tribe in connection therewith. If any judgment shall be rendered against the Tribe in any such action, the Consultant shall satisfy and discharge the same without cost or expense to the Tribe. However, this indemnity shall not apply to loss or damage which was caused by the sole negligence or willful misconduct of the Tribe. The Consultant's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out in behalf of or reimbursed to the Tribe and its officers, officials, employees, agents and volunteers by the insurance coverage obtained and/or maintained by the Consultant.

- 6.3 INDEPENDENT CONTRACTOR STATUS.** The Consultant shall be an independent contractor and neither the Consultant nor any individual employed by the Consultant and assigned to perform work pursuant to this RFP shall be an employee, agent, joint venturer, or partner of the Tribe for any purpose whatsoever, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Employment Tax Act, the provisions of the Internal Revenue Code and the State Revenue and Taxation Code relating to income tax withholding at the source of income, workers' compensation insurance, unemployment compensation insurance, employment-related benefits, and third party liability claims.
- 6.4 COMPLIANCE WITH LAWS.** The successful bidder/Consultant will agree to abide by and comply with all applicable laws, rules, ordinances, regulations and administrative rulings of the Lac du Flambeau Band of Lake Superior Chippewa Indians, the United States, and the State of Wisconsin.
- 6.5 CONFIDENTIALITY AGREEMENT.** The Consultant and each of its owners, officers, employees, assignees, subcontractors and agents shall agree, and shall execute a Confidentiality Agreement memorializing said agreement, to maintain as confidential, and not to disclose to any third party without the prior consent of the Tribal Administrator, any information of a proprietary nature which the Consultant learns as part of the necessary process of performing its services and obligations under this RFP and a Archaeological Consulting Services Contract between the Consultant and the Tribe, other than information (a) which was already public knowledge at the time it was learned by the Consultant, or which subsequently came into the public domain through no fault of the Consultant; or (b) which is necessary or appropriate to disclose in order to enable the Consultant to comply with its obligations under the Archaeological Consulting Services Contract. The Consultant shall expressly agree and warrant that, during the term of the Contract, and following expiration of the Contract or termination of the Contract for any reason or for no reason, Consultant and all Consultant owners, officers, employees, assignees, subcontractors and agents will continue to hold confidential all proprietary and confidential information with respect to the Tribe and its members, archaeological interests and matters, and business operations and shall not (unless permitted in writing by the Tribal Administrator) use, divulge, or disclose to any other person, firm, agent, business or organization any Confidential Information, including, but not limited to, any information concerning the Tribe's archaeological interests and matters, including information pertaining to the services to be performed by the Consultant and the results of analyses and field research; business operations; government or employees; protocols and policies; financial data; and business and operational data plans and strategies of the Tribe acquired by the Consultant or any representative thereof during the term of the Archaeological Consulting Services Contract. Furthermore, any information relating to the Tribe and/or its archaeological interests which was collected, recorded, analyzed or otherwise obtained or used by the Consultant during the term of the Archaeological Consulting Services Contract shall be construed as exclusively the proprietary property of the Tribe and subject to the provisions herein unless exempted by the express written permission of the Tribal Administrator.
- 6.6 MARKETING PROHIBITION.** The successful bidder/Consultant shall not use the name of, or refer to, the Lac du Flambeau Band of Lake Superior Chippewa Indians or the Lake of the Torches Resort and Casino in any marketing activity, nor will the successful bidder/Consultant use said names or references thereto in any endorsement of its firm, product, or service, without the written consent of the Tribe.
- 6.7 ASSIGNMENT OF CONTRACT AND SUBCONTRACTING.** No contract between a successful bidder (Consultant) and the Tribe may be assigned by either party without the prior written consent of the other party, which consent may be given, withheld, or conditioned in the sole and absolute discretion of the party whose

consent is sought. Further, the successful bidder (Consultant) shall not subcontract any of the work, duties or obligations under the Contract between the Consultant and the Tribe, without the written consent of the Tribe, which consent may be given, withheld, or conditioned in the sole and absolute discretion of the Tribe. Any assignment, subcontract or delegation in derogation of this provision shall be deemed void. In the event that the Consultant desires to subcontract some part of the work specified herein, the Consultant shall furnish to the Tribe the names, qualifications and experience of its proposed subcontractor(s). The Consultant shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

- 6.8 DEBARMENT AND SUSPENSION.** No contract shall be made to parties listed on the General Services List of Parties Excluded from Federal Procurement or Non-procurement Programs In accordance with E.O.'s 12549 and 12689, "Debarment and Suspension." A list of excluded parties can be found at [www.sam.gov](http://www.sam.gov). 2 CFR 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement), governs debarment and suspension of federal grantees and sub-grantees from receiving federal grant awards. Debarment and suspension can occur if federal grantees use federal funds wastefully or fraudulently. In order to ensure federal funds do not flow to excluded parties, federal agencies and grantees are required to check for excluded parties prior to opening bids or awarding.
- 6.9 GOVERNING LAW AND VENUE.** The successful bidder/Consultant shall consent and agree that any and all questions arising in connection with this RFP and/or any contract arising therefrom shall be governed first by the laws and ordinances of the Lac du Flambeau Band of Lake Superior Chippewa Indians and second by federal and Wisconsin laws, if applicable. The successful bidder/Consultant shall further consent and agree to the jurisdiction of the Lac du Flambeau Band of Lake Superior Chippewa Tribal Court and that the venue for any legal proceeding relating to this RFP and/or any contract by and between the successful bidder/Consultant and the Tribe shall be the Lac du Flambeau Band of Lake Superior Chippewa Tribal Court.
- 6.10 SOVEREIGN IMMUNITY.** The Lac du Flambeau Band of Lake Superior Chippewa Indians does not waive its Sovereign Immunity.

## ADDENDUM 1

Buckskin Lake Timber Sale 2019-001

N ½ SE Section 35, and SW NW and NW SW Section 36 T40N R4E

Lac du Flambeau topographic quadrangle

### **Project description and archival documentation**

Approximately 70 acres

The majority of the project area is in red pine plantation. Only a small portion of the area was surveyed. In 1997, two transects of shovel tests were placed along the rim of the terrace overlooking the marsh and Buckskin Lake. Site LDF-073 is a pre-contact site containing flaking debris, core fragments and grit-tempered pottery. The boundaries of the site were not determined and star formation was not completed.

No structures are present in the November 3, 1937 aerial photo (B-1-69). No structures are present in the 1938 Lac du Flambeau topographic quadrangle (15' series). No homesteads were documented in the 1918-1919 or 1922 Bureau of Indian Affairs Industrial Surveys for Lac du Flambeau.

### **Specific field methodology**

Field projects will follow the methodology documented in the "Manual for Investigations Conducted for the Tribal Historic Preservation Office Within the Exterior Boundaries of the Lac du Flambeau Reservation". In addition:

Pedestrian survey throughout the project area in 10m transects for 100% coverage. Shovel test survey in 10m transects along the upper terrace bordering marshlands and Buckskin Lake.

Establish a boundary for LDF-073. Take GPS points on site boundaries. Flag a 10m buffer around the upland portion of the site as avoidance during logging operations.

## ADDENDUM 2

Thorofare Channel Timber Sale 2019-002  
SW ¼ Section 16 and N ½ NE Section 21 T40N R5E  
Fence Lake topographic quadrangle

### **Project description and archival documentation**

Approximately 90 acres

The project area is forest. Some of the original project has been surveyed: Rusty Lane Subdivision and Survey #01-027T. No sites were found in the previously surveyed areas. Several pre-contact sites were found on the north bank of the channel connecting Fence Lake and Crawling Stone Lake.

No structures are present in the November 6, 1937 aerial photo (B-2-86). No structures are present in the 1938 Lac du Flambeau topographic quadrangle (15' series). No homesteads were documented in the 1918-1919 or 1922 Bureau of Indian Affairs Industrial Surveys for Lac du Flambeau.

### **Specific field methodology**

Field projects will follow the methodology documented in the "Manual for Investigations Conducted for the Tribal Historic Preservation Office Within the Exterior Boundaries of the Lac du Flambeau Reservation". In addition:

Pedestrian survey throughout the project area in 10m transects for 100% coverage. Shovel test survey in 10m transects along the south bank of the channel connecting Fence Lake and Crawling Stone Lake as well as along all marshlands in the project area.

Establish a boundary for all sites found. Take GPS points on site boundaries. Flag a 10m buffer around all sites as avoidance during logging operations.

## ADDENDUM 3

Cedar Lake Timber Sale 2019-003  
NW ¼ and SW SW Section 3 T40N R4E  
Lac du Flambeau topographic quadrangle

### **Project description and archival documentation**

Approximately 90 acres

The project area is forest and borders wetland on three sides. Some of the original project has been surveyed: a small strip on the east side (99-010T). The north upland area has been reported as a white birch bark gathering area. No sites were found in the previously surveyed strip.

No structures are present in the November 3, 1937 aerial photo (B-1-34). No structures are present in the 1938 Lac du Flambeau topographic quadrangle (15' series). No homesteads were documented in the 1918-1919 or 1922 Bureau of Indian Affairs Industrial Surveys for Lac du Flambeau.

### **Specific field methodology**

Field projects will follow the methodology documented in the “Manual for Investigations Conducted for the Tribal Historic Preservation Office Within the Exterior Boundaries of the Lac du Flambeau Reservation”. In addition:

Pedestrian survey throughout the project area in 10m transects for 100% coverage. Shovel test survey in 10m transects along all marshlands in the project area.

Establish a boundary for all sites found. Take GPS points on site boundaries. Flag a 10m buffer around all sites as avoidance during logging operations.

## ADDENDUM 4

Lower Sugarbush Timber Sale 2019-004

S ½ SW, SW SE, Section 8, and S ½ SE Section 7, and NW and W ½ NE and NW SE Section 17

T41N R5E

Powell topographic quadrangle

### **Project description and archival documentation**

Approximately 125 acres

The project area is forest and borders marshlands or Lower Sugarbush Lake on all sides. There is a small unnamed lake in the center. Some of the original project has been surveyed: a strip on the west side (07-005T). No sites were found in the previously surveyed strip.

No structures are present in the November 3, 1937 aerial photo (B-2-45). No structures are present in the 1955 Winchester topographic quadrangle (15' series). No homesteads were documented in the 1918-1919 or 1922 Bureau of Indian Affairs Industrial Surveys for Lac du Flambeau.

### **Specific field methodology**

Field projects will follow the methodology documented in the “Manual for Investigations Conducted for the Tribal Historic Preservation Office Within the Exterior Boundaries of the Lac du Flambeau Reservation”. In addition:

Pedestrian survey throughout the project area in 10m transects for 100% coverage. Shovel test survey in 10m transects along the edges of all marshlands, the center unnamed lake and Lower Sugarbush Lake.

Establish a boundary for all sites found. Take GPS points on site boundaries. Flag a 10m buffer around all sites as avoidance during logging operations.

## ADDENDUM 5

Artishon Timber Sale 2019-005  
SW SE and SE SW Section 29 T41N R5E  
Lac du Flambeau topographic quadrangle

### **Project description and archival documentation**

Approximately 40 acres

The project area is forest and borders wetland on the east side. Half of the original project has been surveyed: the east 40 acres (14-008T). No sites were found in the previously surveyed area.

No structures are present in the November 3, 1937 aerial photo (B-2-48). No structures are present in the 1938 Lac du Flambeau topographic quadrangle (15' series). No homesteads were documented in the 1918-1919 or 1922 Bureau of Indian Affairs Industrial Surveys for Lac du Flambeau.

### **Specific field methodology**

Field projects will follow the methodology documented in the “Manual for Investigations Conducted for the Tribal Historic Preservation Office Within the Exterior Boundaries of the Lac du Flambeau Reservation”. In addition:

Pedestrian survey throughout the project area in 10m transects for 100% coverage. Shovel test survey in 10m transects along the edges of all marshlands in the project area.

Establish a boundary for all sites found. Take GPS points on site boundaries. Flag a 10m buffer around all sites as avoidance during logging operations.



## ADDENDUM 6

Theobald Timber Sale 2018-009  
Portion of N 1/2 Section 23 T40N R4E  
Lac du Flambeau topographic quadrangle

### **Project description and archival documentation**

Approximately 128 acres

The project area is forest and borders Tippecanoe Lake on the east side. The topography is dissected upland and very rough. None of the project area has been previously surveyed.

No structures are present in the November 3, 1937 aerial photo (B-1-71). No structures are present in the 1938 Lac du Flambeau topographic quadrangle (15' series). No homestead structures were documented on this property in the 1918-1919 or 1922 Bureau of Indian Affairs Industrial Surveys for Lac du Flambeau, however 1918-1919 Industrial Survey ties this property with the allottee on 2019-006 where structures are reported.

### **Specific field methodology**

Field projects will follow the methodology documented in the “Manual for Investigations Conducted for the Tribal Historic Preservation Office Within the Exterior Boundaries of the Lac du Flambeau Reservation”. In addition:

Pedestrian survey throughout the project area in 10m transects for 100% coverage. Shovel test survey in 10m transects along the edges of Tippecanoe Lake.

Establish a boundary for all sites found. Take GPS points on site boundaries. Flag a 10m buffer around all sites as avoidance during logging operations.

## ADDENDUM 7

Theobald 2 Timber Sale 2019-006  
N ½ SE Section 25 T40N R4E  
Lac du Flambeau topographic quadrangle

### **Project description and archival documentation**

Approximately 80 acres

The project area is forest with a pond on the east side. The topography is dissected upland and rough in places. None of the project area has been previously surveyed.

No structures are present in the November 3, 1937 aerial photo (B-1-70). No structures are present in the 1938 Lac du Flambeau topographic quadrangle (15' series). However homestead structures (house and barn) were documented on this property in the 1918-1919 Bureau of Indian Affairs Industrial Surveys for Lac du Flambeau, and ties this property with the allottee on 2018-009.

### **Specific field methodology**

Field projects will follow the methodology documented in the “Manual for Investigations Conducted for the Tribal Historic Preservation Office Within the Exterior Boundaries of the Lac du Flambeau Reservation”. In addition:

Pedestrian survey throughout the project area in 10m transects for 100% coverage. Shovel test survey in 10m transects along the edges of the pond.

Establish a boundary for all sites found. Take GPS points on site boundaries. Flag a 10m buffer around all sites as avoidance during logging operations.

## ADDENDUM 8

Haskell Lake Historical Survey 2019-007  
NW, and portion of W ½ NE Section 31 T40N R5E  
Lac du Flambeau topographic quadrangle

### **Project description and archival documentation**

Approximately 87 acres upland

The project area is forest, lakeshore and marshland bordering Haskell Lake. A petroleum contamination area from an abandoned gas station is located on the north end of the lake, outside of the current project area. None of the project area has been previously surveyed.

A survey conducted on the south side of the lake in 2005, outside of the current project area, documented a logging camp and associated RR grade. Interviews of tribal members whose families have a long history of using the Haskell Lake resources talked about camps and gathering activities around the lake including spring water and wild rice. Much of the shore is private; this project completes survey of tribal land around the lake.

No structures are present in the November 3, 1937 aerial photo (B-2-55). No structures are present in the 1938 Lac du Flambeau topographic quadrangle (15' series). No homesteads were documented in the 1918-1919 or 1922 Bureau of Indian Affairs Industrial Surveys for Lac du Flambeau.

### **Specific field methodology**

Field projects will follow the methodology documented in the “Manual for Investigations Conducted for the Tribal Historic Preservation Office Within the Exterior Boundaries of the Lac du Flambeau Reservation”. In addition:

Pedestrian survey throughout the upland in 10m transects for 100% coverage. Shovel test survey in 10m transects along Haskell Lake shore, creek edges and marshland edges.

Establish a boundary for all sites found. Take GPS points on site boundaries. Flag a 10m buffer around all sites as avoidance during logging operations.