



Request For Proposals (RFP)

“The Rosebud Sioux Tribe: Tribal Broadband Project Owner’s Representative Services”

RFP Number 2025-25-55--RSTBO

Date Published: 2025-11-18

All Proposals must be submitted in sealed envelopes to:

Thomas Cox, Broadband Director

RST Treasurer's Office

ATTN: Louis Wayne Boyd, RST Treasurer

11 Legion Avenue, P.O. Box 430

Rosebud, SD 57570

Deadline for Proposal Submission:

2025-December 5- at 5:00 PM, Central Time Zone

All Questions must be submitted via e-mail to:

Thomas Cox, Broadband Director

Thomas.cox@rst-nsn.gov

Deadline for Question Submission:

2025-December 1- at 5:00 PM, Central Time Zone





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1. DEFINITIONS

- a. "Owner" is the Rosebud Sioux Tribe.
- b. "Proposer" is the organization or entity submitting a response to this RFP.
- c. "Tribe" or "RST" is the Rosebud Sioux Tribe.
- d. "RFP" is this Request for Proposal.

2. BACKGROUND

The Rosebud Sioux Tribe (Sicangu Lakota Oyate) is a federally recognized sovereign Native Nation located in south-central South Dakota. With a population of over 26,000 enrolled members, the Tribe governs the Rosebud Indian Reservation, encompassing more than 900,000 acres across the State. The Rosebud Sioux Tribe maintains a strong commitment to community development, economic self-sufficiency, and cultural preservation. Through its enterprises and strategic initiatives, including those focused on infrastructure, education, healthcare, and broadband, the Tribe actively seeks partnerships that align with its long-term vision for sustainable growth and self-determination.

For decades, non-Tribal entities driven by bottom-line considerations have failed to adequately service the Tribe's lands with modern telecommunications technology, thereby denying Tribal citizens access to that technology and the myriad benefits that access to such technology carries with it. Over the years, the access gap between telecommunication services available on RST Tribal lands and those available in surrounding areas has only widened. The COVID-19 pandemic laid bare the devastating consequences of this neglect for the Tribe's people. In response, the Tribe set out to provide its own high-quality, affordable services to its citizens through a model that will continue to engender Tribal sovereignty and self-determination into the future.

The Rosebud Sioux Tribe's Broadband Office was created to construct and manage the Tribe's broadband network and support the delivery of a last mile connectivity to all homes and premises within the reservation and Tribal residences within off-reservation trust lands. The objective of the Broadband Office is to establish Internet connectivity to all Tribal residents that is reliable, high-speed, low in latency and do so in a secure, maintainable, and scalable way. The Tribe's broadband deployment activities shall consist of a wide range of activities including the placement of fiber-optic, outside plant infrastructure, and construction of fiber lines.

In August 2022, the Tribe was awarded a \$48,352,973 broadband infrastructure grant from the U.S. Department of Commerce's National Telecommunications and Information Administration ("NTIA") Tribal Broadband Connectivity Program ("TBCP") to fund its broadband project. The grant will connect 1,526 Tribal citizens on Tribal lands, benefitting 3,022 Tribal households, 16 Tribal businesses, and 78 Tribal anchor institutions. The grant will also fund Tribal workforce development and training and the purchase of specialized equipment needed by the Tribe, and it will allow the Tribe to leverage existing Tribal enterprise resources (e.g.,



propane generators), use Tribal spectrum licenses over Tribal lands, and implement solutions to reach "checkerboard" areas of the Tribe's Reservation. Completion of this project will endeavor to ensure that all people within the Reservation have uninterrupted access to critical Internet based services, including but not limited to:

- Education and Distance Learning;
- Economic and workforce opportunities;
- Access to library resources for homework/research;
- Telehealth and telemedicine;
- Enable emergency services; and
- Provide civic or social services.

This project will also create new jobs and foster economic development within the Reservation.

The project is phased to provide the reservation with connectivity to multiple towers and a Main Distribution Frame (MDF) within the reservation boundaries.

To date, the Tribe has completed the vast majority of the necessary planning and preparation for deployment of broadband service, including assembling the necessary team, lining up contractors, and completing environmental reviews. In March 2025, the Tribe received the required environmental clearance from NTIA to proceed with construction activities.

3. PROJECT SCOPE

As the Tribe finalizes its construction plans and contracts, it seeks to secure the services of an Owner's Representative ("Owner's Rep") who will oversee and manage the construction phase of the Rosebud Sioux Tribe Broadband Project ("Broadband Project") to ensure the efficient and successful deployment of the Tribe's new broadband infrastructure in accordance with the Tribe's plans and best interests and applicable law, including all applicable federal funding requirements.

This work includes coordinating with the Tribe's contractors, reviewing applications and certifications for payment, inspection of the work, regular communication and coordination with the RST Broadband Project Manager, and periodic updates to the Tribal Council of the Rosebud Sioux Tribe.

Qualified candidates will be experienced in overseeing and managing large-scale construction projects involving the deployment of broadband or other similar telecommunications infrastructure, will be familiar with federal grant funding requirements, and will have experience working with Tribal governments.



4. PURPOSES OF THE BROADBAND PROJECT

The primary purposes of the RST Broadband Project are to:

- a. Deploy expansive and enhanced Tribally owned and controlled telecommunications infrastructure on the Tribe's lands in furtherance of the Tribe's sovereignty and self-determination.
- b. Serve the long-term interests of the Tribe and its citizens by ensuring affordable and reliable access to high-quality modern telecommunications services and the economic, educational, public safety, and health benefits, among others, that such services make possible.
- c. Establish the foundations of a physical and governance infrastructure that will provide the Tribe with the necessary foundation and adaptability to continue to meet the above-mentioned goals into the future.

5. SCOPE OF WORK

The Owner's Rep selected by the Tribe will have substantial experience overseeing and managing largescale construction projects, including those involving the deployment of broadband or other similar telecommunications infrastructure, and will be responsible for completing a scope of work that includes, but is not limited to, the following key activities:

1. Overseeing and managing the construction component of the RST Broadband Project from start to finish, including tower construction, fiber construction, and any other construction activities related to broadband infrastructure deployment under the Broadband Project ("construction activities" for purposes of this section 5).
2. Overseeing construction quality control monitoring, testing, and inspection to ensure construction activities are completed in accordance with the Tribe's plans, contracts with prime contractors, and in conformity with all applicable legal, regulatory, or other requirements. Because funding for the Broadband Project includes, at least in part, funds received by the Rosebud Sioux Tribe under the NTIA TBCP, the Project is subject to numerous requirements under federal law, including but not limited to applicable provisions of the Office of Management and Budget's Uniform Guidance at 2 CFR Part 200.
3. Reviewing and approving applications for payment from the prime contractor(s) related to the construction activities.



4. Coordinating and collaborating with the RST Broadband Project team to ensure all NTIA requirements are adequately satisfied and reporting deadlines timely met, and making periodic progress updates to Tribal Council.

6. PROJECT STATUS

In March 2025, the Tribe received the necessary environmental clearance from NTIA allowing it to move forward with final rescope, engineering of wireless paths, budget refresh, and subsequent construction activities. The plans and associated contracts for such have been finalized or are nearing finalization. The Tribe held a groundbreaking in July 2025, and full deployment is currently required by the terms and conditions of its funding to be completed by July 2026. Procurement Process

7. Sequence of Events

Action	Responsible Party	Date(s)
Issuance of RFP	Owner	2025-11-19
Acknowledgement of Receipt Form	Proposer(s)	2025-12-01
Deadline for Question Submission	Proposer(s)	2025-12-01
Deadline for Sealed Proposal Submission	Proposer(s)	2025-12-05
Finalist(s) Selection	Committee	Estimated 2025-12-10

8. EVALUATION

8.1. Evaluation Committee

The Tribe shall form a committee comprised of people who have expertise and knowledge of the service(s) and/or products that are the subject of this RFP, which shall work in conjunction with the Tribal Treasurer and the Property & Supply Director as provided in Section 8.3, below. Proposer may not contact members of the evaluation committee, or the Tribal Treasurer or Property & Supply Director, during the RFP process.

8.2. Use of Sealed Proposals



Proposers must submit their proposals in **sealed** envelopes by the date and time specified in Section 7, above. For any proposals that are mailed, the Tribe shall consider the date and time of mail delivery as the date and time of submission. The Tribe shall ensure that the envelopes containing proposals remain sealed and otherwise unopened until the envelopes are opened pursuant to Section 8.3, below.

8.3. Opening of Sealed Proposals

The Tribe shall open the sealed proposals in the presence of both the Tribal Treasurer and the Property & Supply Director at the date and time specified in Section 7, above.

8.4. Preliminary Evaluation

The proposals will be initially reviewed to determine if the mandatory requirements are met and that the Proposer(s) is an eligible firm for contracting with the Tribe. Failure to meet mandatory requirements may result in the rejection of the proposal. If all Proposers do not meet one or more of the mandatory requirements, the Tribe reserves the right to continue the evaluation of the proposals that most closely meet the mandatory requirement(s) of the RFP.

8.5. Right to Reject Proposals

The Tribe reserves the right to reject all proposals for any reason whatsoever.

8.6. Proposal Evaluation

Accepted proposals will be reviewed by the evaluation committee, with the committee considering such factors including, but not limited to: (1) organizational capabilities; (2) staff qualifications; (3) experience working with tribes; (3) Native American Owned Business; (4) proposed solution; and (5) proposed budget.

8.7. Interviews, Presentations, and Site Visits

The Tribe may require that certain Proposers, based upon the Tribe's evaluation of the written proposal, participate in interviews and/or presentations to support or clarify their proposals. The Tribe will make every reasonable attempt to schedule the interview and/or presentations on a date mutually agreed upon by the Tribe and the Proposer. Failure of a Proposer to complete a scheduled interview/presentation to the Tribe may result in rejection of the Proposer's proposal.

8.8 Final Evaluation



Upon completion of any interviews, presentations and/or demonstrations by the Proposers, the Tribe's evaluation team may review their evaluations and adjust scores based upon the information obtained in the interview, presentation, demonstration, possible reference checks and any other pertinent Proposer information.

9. AWARD AND FINAL OFFERS

The award will be granted in one of two ways:

1. The award may be granted to the Proposer in accordance with the Tribe's evaluation of the proposals under Section 9.4.
2. Certain Proposer(s) that the Tribe considers to be the highest "scoring" under Section 9.4 may be requested to submit competitive "best and final" offers.

If the Tribe requests competitive "best and final" offers, they will be evaluated and ranked in accordance with Section 9.4.

9.1. Notification of Intent to Award

All Proposers who respond to this RFP will be notified of the Tribe's intent to award the contract(s) following the RFP selection process.

9.2. Appeals Process

Notices of intent to protest and protest narratives must be made in writing. Protestors should make their protests as specific as possible. The written notice of intent to protest must be received no later than five (5) working days after the notice of intent to be award is issued.

9.3. Negotiation of Contract Terms

The Tribe reserves the right to negotiate the terms of the contract, including the award amount, with the selected Proposer prior to entering a contract. If contract negotiations cannot be concluded successfully with the highest scoring Proposer, the Tribe may negotiate a contract with an alternate Proposer. Contracts must be approved by Tribal Council.

Each proposer consents to the jurisdiction of the Rosebud Sioux Tribal Court as to any cause of action arising in connection with submission of the proposal, the transaction of any business with the Reservation, or to any acts arising out of or in connection with the transaction of any business within the Reservation. Each licensee consents to the service of process of the Tribal Court with respect to all actions over which the Tribal Court has subject matter jurisdiction, in accordance with the Rules of Procedure of the Tribal Court. RST Law and Order Code §16-1-206.



Successful proposers shall obtain or have a valid RST Business License. Each licensee shall comply with all applicable tribal laws, including but not limited to: tax and revenue laws, Tribal employment and contracting preference laws, health and sanitation laws, and consumer protection laws.

The Tribe's TECRO Ordinance governs Tribal employment and contracting preference. It requires payment of a fee of 4.5% of the contract price for contracts over \$5,000, completion and implementation of a TECRO compliance plan for tribal preference for employment in non-core functions, and explains the functioning of the Tribe's TECRO Office. For additional information, please see Ordinance 86-03, available at <https://www.rst-tecro.org/>.

Title VI of the Civil Rights Act of 1964 shall apply to the selection process. The Rosebud Sioux Tribe has and retains the right to reject any and all bids, waive informalities or minor irregularities, or accept any bid or combination thereof which appears to serve the best interests of the Rosebud Sioux Tribe. Award of the project will be subject to the Rosebud Sioux Tribe regulatory requirements.

10. PROPOSER'S MANDATORY REQUIREMENTS

The requirements in this Section 11 are mandatory, and the Proposer must satisfy them as a pass/fail pre-screening requirement. Any submissions not in compliance with the mandatory requirements may be rejected and not evaluated.

Please execute and return Appendix A as soon as possible.

All other mandatory requirements should be submitted as an appendix to your proposal submission as outlined in Section 9 of this RFP.

10.1. Appendices Attached to this RFP

Please execute and return the following Appendices attached to this RFP:

1. Appendix A, "Proposer Certification and Acknowledgement of Receipt";
2. Appendix B, "Certification Regarding Debarment, Suspension and other Responsibility Matters of Primary Covered Transactions"; and
3. Appendix C, "Required Federal Contract Provisions."

10.2. Accounting

1. IRS form W-9, "Request for Taxpayer Identification Number", completed and signed.
2. The Proposer must be registered with SAM.GOV to enable the Tribe to conduct a verification of registration and debarment check. Please provide your SAM.GOV Unique Entity Identifier (UEI).



- a. A CAGE/NCAGE code is also desirable, if applicable.

11. PROPOSER'S INFORMATION & SOLUTIONS

The proposer shall include the following sections in their submission, retaining the ordered list identifier and section heading (A, B, C, D, etc.) for each response. All headings within this document shall be used for convenience and reference only.

Only a single lead proposer may submit a proposal, though that proposer may choose to include any subcontractors it wishes.

NOTE that all proposed subcontractors must also provide a list of references as outlined in Section 9(G) of this document and provide an executed copy of the "Certification Regarding Debarment, Suspension and other Responsibility Matters" found in Appendix B of this RFP.

Your proposal narrative and any appendices should be submitted as a single document.

A. Cover Letter

Please include a cover letter introducing your organization and describing briefly, your interest in this project.

B. Organizational Capabilities

Describe the organization's experience and capabilities in carrying out a project of similar scope and size, narrate an understanding of the scope of work and the project requirements.

Detail your firm's understandings of the challenges and barriers in with similar size and scoped projects, such as going through different jurisdictions both Tribal and non-Tribal and the proposed approach(es) to overcome these barriers.

Describe your approach to meet the needs of the project scope and requirements. Describe your general philosophy regarding project management, specifically when managing government projects of similar size and scope.

Give specific examples of project techniques that have proven successful and for which projects and agencies that were involved.

C. Staff Qualifications

Identify key staff the proposing organization will assign to fulfill the contract requirements. Detail what roles each would have. Provide a synopsis describing the educational and work



experience for each key staff who would be assigned to the project with a focus on experience of similar size and scoped projects. Detail the number of hours for each key staff member that you estimate will be needed to fulfill the project needs.

D. Experience Working with Tribes and/or Tribal Entities

Outline your firm's experience working within Tribes and/or Native American Tribal entities. Please include to the maximum extent possible, your involvement and/or interactions with each Tribal entity, its programs, community anchor institutions residing within Tribal boundaries, and Tribal Government(s).

E. Native American Owned Business

The Tribe employs a Native American Preference Policy. To qualify for Native American Preference, a Proposer must receive a certification from the Tribe's TECRO Office. Please contact 605-747-2322 for additional information or see <https://www.rst-tecro.org/>.

Please state whether the Proposer's business or firm qualifies as Native American-owned. If so, please identify the percentage of Native American ownership, describe the role of Native American owners in the direction and control of the company, and attest that the Proposer shall obtain the required TECRO certification prior to contracting. Proof of Native American ownership of 51% or greater must be submitted with the Proposer's submission to qualify for preliminary evaluation purposes. Proof may be submitted into this section or referenced as an appendix in your response.

F. Proposed Solution

This section should contain a detailed proposal narrative addressing the Proposed method for carrying out the scope of work described in Section 5 herein.

G. Proposal Budget

This section shall contain a budgetary spreadsheet, containing at a minimum, line items for each estimated labor function, its unit basis, quantity, and line-item total cost. The budgetary quote should also include any estimated taxes.

The Proposer may elect to supply this section as an appendix to the submission, providing the reference to any such appendix.

Please also attach a Microsoft Excel budgetary spreadsheet as a separate file to your sealed document submission.



H. Additional Proposer Information

1. Declare if the Proposer had a contract terminated for default during the past five (5) years. All such incidents must be described. Termination for default is defined as a notice to stop performance due to the Proposer's nonperformance or poor performance; and whether the issue was either:
 - a. Not litigated; or
 - b. Litigated, and if such litigation determined the vendor to be in default.
2. Present the Proposer's position on the matter. If no such terminations for default have been experienced by the vendor in the past five (5) years, please declare so.
3. If the vendor has had a contract terminated for convenience, non-allocation of funds, or any other such reason which termination occurred before completion of the contract during the past five years, please describe fully all such terminations.
4. Please provide copies of your standard contract terms.
5. Provide an example of a similar size and scoped project schedule and readiness timeline. Indicate whether the contract was completed on time and on budget, if applicable.

Regarding contract terminations, a vendor response that indicates that the requested information will only be provided if the Proposer is selected as the "apparently successful vendor" is not an acceptable response.

I. Proposer References

Proposer must supply references and contact information of three (3) organizations, firms or agencies to which similar projects and/or services have been provided within the past five (5) years.

For each reference, please provide:

1. The reference's organizational and/or entity name.
2. The reference's contact's name.
3. The contact's phone number.
4. The contact's email address.
5. A contract description associated with this reference.
6. The contract's award date.
7. The term within which of the contract was executed (dates to/from).
1. Safety protocols and measures.

J. Mandatory Requirements

Please provide references to any appendices of all Mandatory Requirements within your proposal submission.



12. RFP ATTACHMENTS AND APPENDICES

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Appendix A: Proposer Certification and Acknowledgement of Receipt
RFP Number: 2025-25-55--RSTBO

In acknowledgement of receipt of this Request for Proposal, the undersigned acknowledges and certifies that he/she has received a complete copy of the Request for Proposal, beginning with the title page and table of contents, and ending with all appendices listed in the Table of Contents of this document, including any referenced attachments and/or appendices. By signing this document, the proposer also indicates their intent to bid on the above referenced RFP.

This acknowledgement of receipt should be signed and returned to the Procurement Technician and Administrative Assistant no later than the stated RFP due date, both of which are listed on the title page of this RFP.

Only potential Proposers who elect to return this form, indicating intention of submitting a proposal will receive copies of any RFP amendments, and all Proposers' written questions as well as the Tribe's written responses to those questions.

Please fill this form carefully and legibly.

LEGAL ENTITY NAME: _____

REPRESENTED BY: _____

TITLE: _____ PHONE: _____

EMAIL ADDRESS: _____ FAX: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

CITY: _____ STATE: _____ ZIP: _____

SIGNATURE: _____ DATE: _____

Any provided contact information will be used only for correspondence related to this RFP.





Appendix B: Certification Regarding Debarment, Suspension and other Responsibility Matters - Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON THE NEXT PAGE)

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this application 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, bribery, 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 governmental 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 had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

BUSINESS NAME _____

DATE _____ BY _____

Name and Title of Authorized Representative



SBA Form 1623 (10-88)

Signature of Authorized Representative



INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.



Appendix C: Required Federal Contract Provisions

Funding for this project includes, at least in part, funds received by the Rosebud Sioux Tribe under the National Telecommunications and Information Administration's Tribal Broadband Connectivity Program (TBCP). The use of federal financial assistance, including grants like TBCP, subjects the project to requirements under federal law, including but not limited to applicable provisions of the Office of Management and Budget's Uniform Guidance, 2 CFR Part 200. By transmitting a completed submission to the Rosebud Sioux Tribe (also referred to as "Owner" in this Appendix C), and additionally by executing a signature below, Proposer (also referred to as "Contractor" in this Appendix C) agrees and acknowledges that the following federal law requirements will apply to the project and that, if the Proposer is selected and a contract is awarded to Proposer, Proposer will be subject to these and any additional applicable requirements arising under federal law. If any language in this Appendix C conflicts with other terms of the RFP or any appendix, attachment, or exhibit thereto, this Appendix C shall govern.

BUSINESS NAME _____

DATE _____ BY: _____

Name and Title of Authorized Representative

Signature of Authorized Representative

- 1. Prohibition on Use of Debarred, Suspended, or Ineligible Subcontractors (Executive Orders 12549 and 12689).** Contractor shall not award a subcontract to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 2. Examination and Retention of Contractor's Records.**



- a. Contractor and all subcontractors shall maintain accurate records detailing the costs which constitute the cost of the services provided, and shall make such records available to Owner, upon reasonable notice and at reasonable times, for audit, such audit to be at Owner's expense. Owner, the applicable federal agency, and the Comptroller General of the United States, and any of their duly authorized representatives, shall, until three (3) years after Final Payment is made, have access to and the right to examine and audit any of Contractor's or subcontractor's directly pertinent books, documents, papers, or other records involving transactions related to the project agreement, for the purpose of making audits, examinations, excerpts, and transcriptions.
- b. Contractor agrees to include in all subcontracts under the project agreement at any tier a clause substantially the same as paragraph 2(A) above.
- c. The periods of access and examination in subparagraphs 2(A) and (B), above, for records relating to (i) appeals under the disputes clause of the project agreement, (ii) litigation or settlement of claims arising from the performance of the project agreement, or (iii) costs or expenses of the project agreement to which Owner, the applicable federal agency, or the Comptroller General or any of their duly authorized representatives have taken exception shall continue until the disposition of such appeals, litigation, claims, or exceptions, or until the end of the three (3) year period in subparagraph 2(A), whichever is later.

3. Byrd Anti-Lobbying Amendment.

- a. This requirement applies to contractors or subcontractors that apply or bid for an award exceeding \$100,000. Such contractors or subcontractors must file a required certification—affirming compliance with the Byrd-Anti Lobbying Amendment, 31 U.S.C. § 1352—if they have not already filed and executed the required certification as part of entering and executing the project agreement or any subcontracts. If applicable, the Contractor or subcontractor must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for the project agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of



Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to Owner.

4. **Central Contractors Registry.** Contractor and any subcontractors shall be registered with the Central Contractors Registry, including in accordance with 48 C.F.R. § 4.1105.
5. **Contract Work Hours and Safety Standards Act.** Contractor shall comply with the Contract Work Hours and Safety Standards Act provisions at 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Without limiting the generality of the foregoing:
 - a. Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week.
 - b. Contractor shall not require that any laborer or mechanic to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous (40 U.S.C. § 3704).
6. **Disputes Concerning Labor Standards.** Disputes arising out of the labor standards provisions of the project agreement shall be subject to the general disputes clause set forth in the project agreement, except that disputes related to the Copeland Anti-Kickback Act and the Contract Work Hours and Safety Standards Act shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. Parts 3, 5, 6, and 7. Disputes within the meaning of this clause include disputes between Contractor (or any of its subcontractors) and Owner, the applicable federal agency, the U.S. Department of Labor, or their employees or representatives.