

## Organized Village of Saxman

Regular Meeting

August 23, 2021

5:00 PM

### AGENDA

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#### Call to Order

#### Prayer

#### Roll Call/Quorum

#### Public Comments

#### Staff Reports

1. Housing Report

Background: Lee Wallace will present a housing report.

2. Report on the Roads Priority

Background: Lee Wallace will deliver a report on the roads priorities.

3. Koote'eyaa Credit Card Machine

Background: Councilor Seludo will present a report on the state of the Koote'eyaa Credit Card Machine.

4. Executive Council Protocols

Background: Councilor DeWitt will present a report on the status of the Executive Council Protocols.

5. CoVid-19 Committee Report

Background: Councilor Swink will present on the progress of the CoVid-19 Committee.

6. Treasurer Report

Background: Councilor Swink will discuss:

a. BIA Carry over funds

b. Forward pay water and sewer on office and 2779 Bear Clan Street

c. Forward pay snow removal during winter months

7. Interim Tribal Clerk Report

Background: The Interim Tribal Clerk would like to give the Council a verbal report on what attempting to do the clerk duties has been like in the last 3 weeks.

#### Old Business

8. Projects that need grant funding

Background: President Williams would like to present a list of projects needing grant funding. President Williams would like the Council to comment and then approve.

Possible Motions:

1. "I make a motion to approve the grant funding priority list and give council approval for staff to actively seek out funding"
2. "I make a motion to continue to work on this list in a committee"

9. Broadband Grant Resolution

Background: The Interim Tribal Clerk would like to suggest to the Tribal Council a modification to the Resolution Tlingit and Haida sent concerning allowing Tlingit and Haida to apply and administer the NTIA grant on OVS's behalf.

Possible Motions:

1. "I make a motion to approve Resolution # \_\_\_\_\_ "
2. "I make a motion to add/delete \_\_\_\_\_ "

10. Employment Contract for Custodian Services

Background: President Williams asked the Interim Clerk to create an Employment contract for custodian services at the Tribal Offices.

Possible Motions:

1. "I make a motion to approve the employment contract as presented."
2. "I make a motion to approve the employment contract with the following changes:  
\_\_\_\_\_ "

11. Maintenance Supervisor Employment Contract

Background: President Williams requested that an employment contract be drafted and submitted to the Council for approval.

Possible Motions:

1. "I make a motion to approve the employment contract as presented "
2. "I make a motion to approve the employment contract with the following changes:  
\_\_\_\_\_ "

12. Pledged Security Release Request

Background: President Williams would like to present the request of First Bank about the "Client Directive for Release of Collateral by First Bank from FHLB Custody Account No. 2073" letter he is being asked to sign.

Possible Motions:

1. "I make a motion to approve President Williams signing the requested letter."
2. I make a motion to \_\_\_\_\_ "

13. Resolution #2021.07.248 Authorize Tlingit Haida Regional Housing Authority to Apply for Indian Community Development Block Grant – American Rescue Plan Funding

Background: Tlingit and Haida Regional Housing Authority submits this resolution for recommendation based upon President Williams's recommendation that OVS and THRHA move forward with consideration for a repair and renovation project with the ICDBG ARP funding. THRHA has drafted the attached Resolution for the council's consideration.

Possible Motions:

1. "I make a motion to approve Resolution #2021.07.248"

14. Resolution # 2021.7.247 Citizen Participation Certification for Indian Community Development Block Grant -American Rescue Plan Application

Background: One of the stipulations in applying for the ICDBG grant is that there has been community involvement in choosing the project. This Resolution states that the Council has duly allowed the public to comment on the chosen project.

Possible Motions:

1. "I make a motion to approve Resolution # 2021.7.247"

## **New Business**

15. Municode Meetings Agenda Management Software

Background: The Interim Clerk would like to ask the Council to allow for the purchase of an agenda management software and public access web point for agenda, minutes and packets. Attached is the pricing structure.

Possible Motions:

1. "I make a motion to allow the clerk to purchase and institute agenda management software from Municode Meetings"

2. "I make a motion to table this until \_\_\_\_\_"

16. Draft Consulting Contract for Interim Tribal Clerk

Background: Lori Richmond offered to fill in as Tribal Clerk until the Tribe could find a Full Time Tribal Administrator. Ms. Richmond suggested that she could help on board the next Tribal Administrator by acting as the Interim Tribal Administrator. The President asked her to bring back an employment type contract for Council consideration.

Possible Motions:

1. "I make a motion to approve the employment contract as presented"

2. "I make a motion to approve the employment contract with these changes:  
\_\_\_\_\_"

17. Account assignment for employee wages

Background: President Williams would like the Council to consider re-assigning these expenses to unspent BIA funds and CARES Act funds.

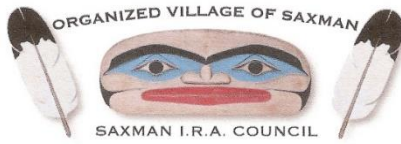
Possible Motions:

1. "I make a motion to approve re-allocating employee wage expenses to unspent BIA funds and CARES Act funds as appropriate."

2. "I make a motion to \_\_\_\_\_"

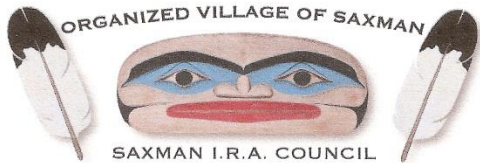
**Council/Mayor Comments**

**Adjournment**



## OVS Grant Funding Priority List

1. Old water pipe replaced
2. New water & sewer lines
3. New roads built for new homes.
4. Renewable electricity
5. Business plan for community greenhouse
6. Business plan for a grocery store
7. Resurfaced our streets with three inches of asphalt
8. New sidewalks on both sides of Killer Whale Avenue
9. Speed bumps
10. Bury all electrical wires throughout the city of Saxman
11. Totem Row Harbor built to the Master Plan 2021 plan
12. New fire hall
13. NFPA standard approved Turn-Outs for 12 firefighters
14. Commercial and community smoke house
15. Cemetery: clean up and develop
16. Totem pole funding



ROUTE 2, BOX 2 – SAXMAN, KETCHIKAN, ALASKA 99901 · FAX: (907) 247-2504 · PHONE (907) 247-2502

Organized Village of Saxman  
Resolution # \_\_\_\_\_

A RESOLUTION of the Organized Village of Saxman, a federally recognized tribe, to join a consortium with Tlingit and Haida Tribes of Alaska to apply for the National Telecommunications and Information Administration (NTIA) Tribal Broadband Connectivity Program (TBCP) grants and apply any such awarded money to the consortium with equal consideration given to each member tribe.

WHEREAS, the Organized Village of Saxman and the Central Council of Tlingit & Haida Indian Tribes of Alaska (Tlingit & Haida) desire to form a consortium to collaborate in an application to the National Telecommunications and Information Administration (NTIA) Tribal Broadband Connectivity Program (TBCP), authorized by the Consolidated Appropriations Act, 2021, Division N, Title IX, Section 905(c), Public Law 116-260, 134 Stat. 1182 (Dec. 27, 2020), Catalog of Federal Domestic Assistance (CFDA) Number 11.029, pursuant to the Notice of Funding Opportunity (NOFO) Section C.3.b.; and

WHEREAS, Tlingit & Haida Indian is a regional federally recognized tribe, with over 32,000 tribal citizens and whose political subdivisions span the entirety of Southeast Alaska, as well as Anchorage, Alaska, Seattle, Washington and San Francisco, California; and

WHEREAS, Tlingit & Haida is an eligible applicant pursuant to the NOFO Section C.1.; and

WHEREAS, Organized Village of Saxman is an eligible applicant pursuant to the NOFO Section C.1.; and

WHEREAS, Tlingit & Haida will lead this consortium application of eligible applicants; and

WHEREAS, the goal of the consortium will be to receive a federal award of grant funding from the amounts appropriated under Section 905(c)(3)(A) of the Act pursuant to the NOFO Section B.3. and C.3. for application(s) timely submitted that fulfill the purpose of the TBCP and the requirements of the NOFO; and

WHEREAS, in the NOFO Section A.1.b.2.(m) Tribal Land “means ... (C) any land located within a region established pursuant to section 7(a) of the Alaska Native Claims Settlement Act (43 U.S.C. § 1606(a)); and

WHEREAS, the NOFO definition of Tribal Land in Section A.1.b.2.(m) includes 43 U.S.C. § 1606(a)(10) Tlingit-Haida Central Council (southeastern Alaska, including Metlakatla); and

WHEREAS, Tlingit & Haida is the regional Tribal Government for southeast Alaska pursuant to Section 8 of the Act of June 19, 1935 (49 Stat. 388), as amended by the Act of August 19, 1965 (79 Stat. 543), and the Tlingit and Haida Status Clarification Act (Public Law 103-454, Title II, 108 Stat. 4792); and

WHEREAS Organized Village of Saxman is located within southeast Alaska; and

WHEREAS, Tlingit & Haida may combine any award from the NTIA TBCP grant with pre-existing projects and funding to achieve larger goals; and

WHEREAS Organized Village of Saxman may utilize funding outside of the NTIA TBCP grant to increase opportunities and supplement projects; and

WHEREAS, Tlingit & Haida will use funding from NTIA TBCP grant award to improve broadband access in an efficient manner, with a weighted methodology of targeting areas with highest needs and a reasonable ability to provide service; and

WHEREAS, services provided by the consortium may not be identical in all areas, the terms and conditions of an NTIA TBCP grant will guide implementation; and

WHEREAS, Tlingit & Haida will endeavor to maximize the value of any grant awards by employing persons and businesses within the areas being served; and

WHEREAS, Tlingit & Haida will prepare an NTIA TBCP grant application; and

WHEREAS, Tlingit & Haida will act as an administrator, coordinator and technical lead on developing solutions that meet the requirements of the NTIA TBCP grant; and

WHEREAS, Tlingit & Haida will serve as the point of contact for the consortium with NTIA and engage with the NTIA regarding all matters pertaining to the grant; and

WHEREAS, Tlingit & Haida will submit an application to the NTIA for the TBCP grant which will provide for services that impact consumers in the Tribal Land of the Eligible Applicants joined to the consortium; and

WHEREAS, Tlingit & Haida will exclusively manage any and all funds awarded; and

WHEREAS, Tlingit & Haida will deliver services as described in the grant application, until any grant funds have been exhausted; and

WHEREAS, Tlingit & Haida may continue to deliver services beyond the life of the grant, if other funding sources are available (e.g., revenue, other grant funding, etc.); and

WHEREAS, prior to accepting the grant funds on the Organized Village of Saxman’s behalf, Tlingit and Haida will work with the Organized Village of Saxman to create an MOA, that outlines the minimum broadband infrastructure to be built in the Organized Village of Saxman’s service area using granted funds.

NOW THEREFORE BE IT RESOLVED, that Organized Village of Saxman hereby joins the consortium led by Tlingit & Haida and authorizes Tlingit & Haida to prepare and submit a National Telecommunications and Information Administration (NTIA) Tribal Broadband Connectivity Program (TBCP) consortium application; and

BE IT FURTHER RESOLVED, that the Organized Village of Saxman authorizes Tlingit & Haida to take such additional steps on its behalf with respect to the project award, as may be required to perform, implement, and give effect to the application, as awarded by the NTIA pursuant to this resolution; and

BE IT FINALLY RESOLVED, that the Organized Village of Saxman consents to these actions taken by Tlingit & Haida on its behalf and to perform, implement, give effect to and administer such consent.

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President Joe Williams

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ATTEST:



## NOTICE OF FUNDING OPPORTUNITY

### TRIBAL BROADBAND CONNECTIVITY PROGRAM

#### EXECUTIVE SUMMARY

##### **A. Federal Agency Name**

National Telecommunications and Information Administration (NTIA), U.S. Department of Commerce

##### **B. Funding Opportunity Title**

Tribal Broadband Connectivity Program

##### **C. Announcement Type**

Initial

##### **D. Funding Opportunity Number**

NTIA-TBC-TBCPO-2021-2006948

##### **E. Assistance Listing (CFDA Number)**

11.029, Tribal Broadband Connectivity Program

##### **F. Key Dates**

- Applications submitted online through the Grants.gov system must be received no later than 11:59 p.m. Pacific Daylight Time (PDT) on **September 1, 2021**.
- Applications submitted by postal mail or by courier service must be postmarked (for postal mail) or show clear evidence of mailing (for courier submissions) no later than 11:59 p.m. Pacific Daylight Time (PDT) on **September 1, 2021**.
- Applications submitted by electronic mail must be received no later than 11:59 p.m. Pacific Daylight Time (PDT) on **September 1, 2021**.
- *See* Section D in the Full Announcement Text of this Notice of Funding Opportunity (NOFO) for detailed information concerning application submission requirements.

Eligible entities must submit a single application by the application deadline to be eligible for program funding. The Tribal Broadband Connectivity Program is not a formula or block grant program and a single application for funding must be timely submitted by an eligible entity to receive funding consideration from NTIA.

## **G. Application Submission Address**

Complete application packages may be submitted: (i) electronically through [www.grants.gov](http://www.grants.gov); (ii) through electronic mail; or (iii) by postal mail or courier. NTIA prefers that applicants use Grants.gov to submit their applications; however, applicants must submit complete application packages using only one of these methods and may not submit partial or duplicate applications using multiple methods of transmission. *See* Section D. of this NOFO for detailed information concerning application submission requirements.

Eligible entities may only submit a single application for funding pursuant to this program. Accordingly, an eligible entities' single application must include the total amount of funding being requested and must account for all projects that will utilize the requested funding. *See* Section C.3.a of this NOFO for additional information on the single application requirement.

## **H. Funding Opportunity Description**

NTIA issues this NOFO to describe the requirements under which it will award grants for the Tribal Broadband Connectivity Program, authorized by the Consolidated Appropriations Act, 2021, Division N, Title IX, Section 905(c), Public Law 116-260, 134 Stat. 1182 (Dec. 27, 2020) (Act). The Tribal Broadband Connectivity Program provides new federal funding for grants to eligible entities to expand access to and adoption of: (i) broadband service on Tribal Land; or (ii) for programs that promote the use of broadband to access remote learning, telework, or telehealth resources during the COVID-19 pandemic. *See* Section A. of this NOFO for the full description of this program.

Additionally, the American Rescue Plan Act of 2021 appropriated \$10 billion to the U.S. Department of the Treasury (Treasury) to establish the Coronavirus Capital Projects Fund to provide funding to states, territories, and Tribal Governments to carry out critical capital projects directly enabling work, education, and health monitoring, including remote options, in response to the public health emergency with respect to the Coronavirus Disease (COVID-19).<sup>1</sup> NTIA is coordinating with Treasury to allow Tribal Governments to indicate their interest in receiving funding under the Treasury program when they submit their application for NTIA's Tribal Broadband Connectivity Program in accordance with the process outlined in this NOFO. *See* Sections B.1 and D.2.d.3 of this NOFO for more information.

## **I. Funding Instrument**

Grant.

## **J. Eligibility**

Section 905(a)(8) of the Act specifies the following entities as eligible to receive grants pursuant to the Tribal Broadband Connectivity Program: (i) a Tribal Government; (ii) a Tribal College or

<sup>1</sup> American Rescue Plan Act of 2021, Title IX, Subtitle M, Section 9901, Public Law 117-2 (March 11, 2021). Section 9901 of the Act amends Title VI of the Social Security Act (42 U.S.C. 801 *et seq.*) to add Section 604, which establishes the Coronavirus Capital Projects Fund.

University; (iii) the Department of Hawaiian Home Lands on behalf of the Native Hawaiian Community, including Native Hawaiian Education Programs; (iv) a Tribal organization; or (v) an Alaska Native Corporation. There are several instances where applicants will need to obtain a Tribal Government Resolution. Each “eligible entity” must coordinate internally (which includes all departments, subsidiaries, etc.) in submitting its single application. In an instance where one “eligible entity” is a subsidiary of another (e.g., a Tribal Government and a subsidiary Tribal College or University), this shall not affect the subsidiary’s eligibility to submit its own application, so long as it includes the requisite Tribal Government Resolution. *See* Section C of this NOFO for additional information concerning the eligibility requirements for this program.

### **K. Anticipated Amounts**

NTIA will make up to \$980,000,000 available for federal assistance under the Tribal Broadband Connectivity Program. In accordance with Section 905(c)(3)(A) of the Act, NTIA will allocate not less than 3% of the funds, or not less than \$30,000,000, for the benefit of Native Hawaiians.

To further meet the equitable distribution requirement of the Act, NTIA will allocate up to \$500,000 to each of the Federally Recognized Tribes delineated by the Department of the Interior’s Bureau of Indian Affairs in accordance with Section B.3 of this NOFO. The \$500,000 allocation is not a funding cap for Federally Recognized Tribes, but rather is intended to ensure that program funding is equitably distributed by NTIA to all eligible entities, including Federally Recognized Tribes. The \$30,000,000 and \$500,000 allocations are not funding caps for the Department of Hawaiian Home Lands or for Federally Recognized Tribes, respectively, but rather are intended to ensure that program funding is equitably distributed by NTIA to all eligible entities.

NTIA expects to make awards under this program within the following funding ranges:

Broadband Infrastructure Deployment Projects: \$1,000,000 to \$50,000,000.

Broadband Adoption and Use Projects: \$50,000 to \$2,500,000.

These funding ranges are not required minimums and maximums, but eligible entities requesting funding for projects outside of these ranges must provide a reasonable explanation for the variance in their project size. The period of performance for grants issued pursuant to this program is one year; however, the Grants Officer may extend the period of performance beyond one year for broadband infrastructure projects. *See* Section B of this NOFO for additional information pertaining to award amounts and to the period of performance for grants issued pursuant to this NOFO.

### **L. Cost Sharing/Matching**

The Act authorizing the establishment of the Tribal Broadband Connectivity Program does not contain a statutory cost sharing or matching funds requirement. NTIA will not require an eligible entity applying for a grant under the Tribal Broadband Connectivity Program to provide a non-federal cost contribution. *See* Section C of this NOFO for more information pertaining to the cost sharing requirements for this program.

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**FULL ANNOUNCEMENT TEXT**

**A. Program Description**

NTIA issues this NOFO to describe the requirements under which it will award grants for the Tribal Broadband Connectivity Program, authorized by the Consolidated Appropriations Act, 2021, Division N, Title IX, Section 905(c), Public Law 116-260, 134 Stat. 1182 (Dec. 27, 2020) (Act).

**1. Overview of the Tribal Broadband Connectivity Program.** The Tribal Broadband Connectivity Program makes grants available to eligible entities, which include a Tribal Government, a Tribal College or University, the Department of Hawaiian Home Lands on behalf of the Native Hawaiian Community, including Native Hawaiian Education Programs, a Tribal organization, or an Alaskan Native Corporation, for the deployment and adoption of broadband service on Tribal Land and for programs that promote the use of broadband to access remote learning, telework, or telehealth resources during the COVID–19 pandemic. Grant funds available under this program may be used for the following purposes:

- (A) Broadband infrastructure deployment projects, including support for the establishment of carrier-neutral submarine cable landing stations; and
- (B) Projects that promote the adoption and use of broadband services, including:
  - (i) affordable broadband programs, such as providing free or reduced-cost broadband service and preventing disconnection of existing broadband service;
  - (ii) distance learning;
  - (iii) telehealth;
  - (iv) digital inclusion efforts; and
  - (v) broadband adoption activities.

NTIA recognizes the challenges facing Indian tribes, and organizations that primarily serve and represent Native Hawaiians during the COVID-19 pandemic. Access to reliable high-speed Internet has never been more essential to Native American communities. And yet, only 46.6% of housing units on rural Tribal Lands have access to broadband service.<sup>2</sup> Insufficient broadband access and adoption not only “inhibits individuals’ access to education, health, telework, and

<sup>2</sup> Federal Communications Commission (FCC), 2020 Broadband Deployment Report, FCC-20-50A1 (Apr. 24, 2020) <https://docs.fcc.gov/public/attachments/FCC-20-50A1.pdf>.

economic resources, but also impedes Tribes' efforts to achieve self-governance and self-determination.”<sup>3</sup>

The purpose of the Tribal Broadband Connectivity Program is to improve the quality of life, spur economic development and commercial activity, create opportunities for remote employment and online entrepreneurship, remote learning, and telehealth by expanding broadband access and providing digital training and inclusion programs to Native American communities. In implementing and administering this grant program, NTIA will ensure that necessary investments are designed to provide an adequate minimum level of service and are unlikely to be made using private sources of funds.

**a. Broadband Infrastructure Deployment.** The Tribal Broadband Connectivity Program invites project proposals for the deployment of broadband infrastructure on Tribal Lands, including support for the establishment of carrier-neutral submarine cable landing stations. Such infrastructure deployment projects may involve the construction of middle mile or last mile networks as well as interconnection. Applicants may propose projects that deploy new broadband infrastructure, replace antiquated infrastructure, or upgrade or extend existing infrastructure. For example, applicants may propose projects that utilize 2.5 GHz licenses or other licensed spectrum received from the Federal Communications Commission (FCC). NTIA requires construction of networks that use commercial grade equipment that will meet current needs and be scalable to meet future needs. Infrastructure can include, but is not limited to, cable, fiber, wireless, fixed wireless, and satellite. Applicants may propose the technology or technologies that best meets Tribal needs; however, NTIA encourages the submission of project proposals that deploy future-proof infrastructure to the extent feasible, *e.g.* fiber. If an applicant is not at the stage where it can submit a broadband construction project proposal, NTIA will accept project proposals to conduct planning, engineering, feasibility, or sustainability studies as part of the necessary steps to develop a technological solution for broadband deployment.

Section 905(c)(8) of the Act directs eligible entities to prioritize the construction of new broadband infrastructure proposals that will serve currently unserved households. NTIA will permit Tribes to self-certify the unserved status of proposed service areas within Tribal Lands, and lands providing services to Tribal members, with a description of how the Tribe determined that the area is unserved.

NTIA encourages infrastructure projects that enhance economic development and provide new jobs; expand education, telehealth, public safety and telework access; and support smart technologies for agriculture, manufacturing, utilities, and government operations and services on Tribal Lands. NTIA encourages all applicants to focus on the ongoing sustainability of their broadband infrastructure projects so that they can best serve Tribal communities for the long term.

It is important that necessary investments in broadband infrastructure be carried out in ways that produce high-quality infrastructure, avert disruptive and costly delays, and promote efficiency. NTIA understands the importance of promoting workforce development and encourages

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<sup>3</sup> Department of the Interior, Bureau of Indian Affairs, *National Tribal Broadband Strategy* at 3 (Jan. 15, 2021), available at <https://www.bia.gov/bia/ots/broadband>.

recipients to ensure that broadband projects use strong labor standards, consistent with Tribal law, including project labor agreements and community benefit agreements that offer wages at or above the prevailing rate and include local hire provisions, not only to promote effective and efficient delivery of high-quality infrastructure projects but also to support the economic recovery through strong employment opportunities for workers. Using these practices in construction projects may help to ensure a reliable supply of skilled labor that would minimize disruptions, such as those associated with labor disputes or workplace injuries.

The Act requires eligible entities to complete their projects within one year of their receipt of grant funds. The Assistant Secretary, however, may extend the award period for broadband infrastructure construction projects if the eligible entity certifies that: (1) it has a plan for the use of the grant funds, (2) the construction project is underway, or (3) extenuating circumstances require an extension of time to allow the project to be completed.

**b. Broadband Use and Adoption.** The Tribal Broadband Connectivity Program invites project proposals that address the digital divide on Tribal Lands, including broadband and digital inclusion planning, training staff and Tribal community members, and providing technical support and capacity building for Tribal institutions. NTIA encourages efforts to develop programs and other resources that not only address immediate COVID-19-related concerns, but also build the capacity of Tribes to use broadband to provide ongoing and sustainable benefits to Native American/Alaska Native/Native Hawaiian communities. The Act requires eligible entities to expend their grant funds and complete their Broadband Use and Adoption projects within one year of receiving grant funds from NTIA. There are no time extensions available for Broadband Use and Adoption projects.

Applicants may request funding for Broadband Use and Adoption projects that have at least one of the following purposes:

- i. Provides broadband education, awareness, training, access, equipment, and support to Native American/Alaska Native/Native Hawaiian serving anchor institutions including schools, libraries, medical and healthcare providers, Tribal colleges, public housing, workforce facilities and other community support organizations serving Native American/Alaska Native/Native Hawaiian populations;
- ii. Provides affordable broadband programs to Native American/Alaska Native/Native Hawaiian communities, including providing free or reduced-cost broadband service and preventing disconnection of existing broadband service;
- iii. Improves access to, and use of, broadband services by Native American/Alaska Native/Native Hawaiian anchor institutions to deliver telehealth, remote learning, digital inclusion and workforce development programs;
- iv. Stimulates the adoption and use of broadband services by Native American/Alaska Native/Native Hawaiian communities for telehealth, remote learning, telework and entrepreneurship, economic growth, and job creation;

- v. Builds digital skills and workforce capacity in Native American/Alaska Native/Native Hawaiian communities;
- vi. Assesses Native American/Alaska Native/Native Hawaiian community needs and conducts planning related to online education, telehealth, digital inclusion, workforce and digital skills development; and/or
- vii. Gathers data and conducts evaluation of the digital inclusion and broadband adoption programs funded by the grant to determine their effectiveness and develop best practices to facilitate digital inclusion and broadband adoption by Native American/Alaska Native/Native Hawaiian communities on Tribal Lands.

NTIA issues this NOFO to invite eligible entities to submit applications pursuant to the Tribal Broadband Connectivity Program, provide information on the amount of funding available for award, discuss how it will allocate funds to qualifying applicants, give instructions on the application process, and describe the evaluation criteria for application review. The definitions applicable to this NOFO are set forth below.

**2. Definitions.** The following definitions, including certain definitions set forth in section 905(a) of the Act, are applicable to the Tribal Broadband Connectivity Program:

- (a) Assistant Secretary— means the Assistant Secretary of Commerce for Communications and Information.
- (b) Broadband or Broadband Service—has the meaning given the term “broadband internet access service” in 47 C.F.R. § 8.1(b), or any successor regulation.
- (c) Commission—means the Federal Communications Commission.
- (d) Community Anchor Institutions—means schools, libraries, medical and healthcare providers, public safety entities, public housing authorities, institutes of higher education and other community support organizations that provide outreach, access, equipment and support services to facilitate greater use of broadband service by the entire population and local governments.
- (e) Department—means the Department of Commerce.
- (f) Eligible Entity— means—
  - (i) a Tribal Government;
  - (ii) a Tribal College or University;
  - (iii) the Department of Hawaiian Home Lands on behalf of the Native Hawaiian Community, including Native Hawaiian Education Programs;
  - (iv) a Tribal organization; or
  - (v) a Native Corporation.
- (g) Enforceable Buildout Commitment—means, in the context of the definition of unserved set forth in Section A.2.o of this NOFO, a legally binding agreement, which includes a Tribal

Government Resolution, between the Tribal Government of the Tribal Lands in the proposed service area, or its authorized agent, and a service provider offering “qualifying broadband service” to unserved households on those Tribal Lands.

(h) Native Corporation—has the meaning given the term in section 3 of the Alaska Native Claims Settlement Act 11 (43 U.S.C. 1602).

(i) Native Hawaiian—has the meaning given the term in section 801 of the Native American Housing Assistance and Self-Determination Act of 1996 (25 U.S.C. 4221).

(j) Qualifying Broadband Service—means broadband service with— (i) a download speed of not less than 25 megabits per second; (ii) an upload speed of not less than 3 megabits per second; and (iii) a latency sufficient to support real time, interactive applications. For purposes of this program, NTIA will interpret the 25/3 standard to mean the ability to provide 25 Mbps downstream and 3 Mbps upstream simultaneously to every household in the eligible service area. NTIA will interpret latency to mean 95 percent or more of all peak period measurements of network round trip latency (*i.e.*, the total round-trip latency between the customer premises and the closest designated Internet core peering interconnection point) are at or below 100 milliseconds.<sup>4</sup>

(k) State—means any State of the United States, the District of Columbia, Puerto Rico, American Samoa, Guam, the United States Virgin Islands, the Commonwealth of the Northern Mariana Islands, and any other territory or possession of the United States.

(l) Tribal Government—means the governing body of any Indian or Alaska Native Tribe, band, nation, pueblo, village, community, component band, or component reservation, individually recognized (including parenthetically) in the list published most recently as of the date of enactment of this Act pursuant to section 104 of the Federally Recognized Indian Tribe List Act of 1994 (25 U.S.C. 5131).<sup>5</sup>

(m) Tribal Land—means— (A) any land located within the boundaries of— (i) an Indian reservation, pueblo, or rancheria; or (ii) a former reservation within Oklahoma; (B) any land not located within the boundaries of an Indian reservation, pueblo, or rancheria, the title to which is held— (i) in trust by the United States for the benefit of an Indian Tribe or an individual Indian; (ii) by an Indian Tribe or an individual Indian, subject to restriction against alienation under laws of the United States; or (iii) by a dependent Indian community; (C) any land located within a region established pursuant to section 7(a) of the Alaska Native Claims Settlement Act (43

<sup>4</sup> These standards are consistent with the manner in which other federal support programs apply these terms. See Rural Utilities Service, Department of Agriculture, *Funding Opportunity Announcement and Solicitation of Application for Second Round of the Reconnect Program*, 84 Fed. Reg. 67913, 67918 (Dec. 12, 2019), available at <https://www.govinfo.gov/content/pkg/FR-2019-12-12/pdf/2019-26522.pdf>; *In the Matter of Rural Digital Opportunity Fund, Connect America Fund*, WC Docket Nos. 19-126, 10-90, FCC 20-5, at ¶ 32 (Feb. 7, 2020), available at <https://docs.fcc.gov/public/attachments/FCC-20-5A1.pdf>

<sup>5</sup> See Department of the Interior, Bureau of Indian Affairs, *Indian Entities Recognized by and Eligible to Receive Services From the United States Bureau of Indian Affairs*, 86 Fed. Reg. 7554 (Jan. 29, 2021), available at <https://www.govinfo.gov/content/pkg/FR-2021-01-29/pdf/2021-01606.pdf>



U.S.C. 8 1606(a)); (D) Hawaiian Home Lands, as defined in section 801 of the Native American Housing Assistance and Self-Determination Act of 1996 (25 U.S.C. 4221); or (E) those areas or communities designated by the Assistant Secretary of Indian Affairs of the Department of the Interior that are near, adjacent, or contiguous to reservations where financial assistance and social service programs are provided to Indians because of their status as Indians.

(n) Tribal Organization—is defined in 25 U.S.C. § 5304(l) and means the recognized governing body of any Indian tribe; any legally established organization of Indians which is controlled, sanctioned, or chartered by such governing body or which is democratically elected by the adult members of the Indian community to be served by such organization and which includes the maximum participation of Indians in all phases of its activities: provided, that in any case where a contract is let or grant made to an organization to perform services benefiting more than one Indian tribe, the approval of each such Indian tribe shall be a prerequisite to the letting or making of such contract or grant.

(o) Unserviced—with respect to a household, means— (A) the household lacks access to qualifying broadband service; and (B) no broadband provider has been selected to receive, or is otherwise receiving, Federal or State funding subject to enforceable build out commitments to deploy qualifying broadband service in the specific area where the household is located by dates certain, even if such service is not yet available, provided that the Federal or State agency providing the funding has not deemed the service provider to be in default of its buildout obligations under the applicable Federal or State program.

## **B. Federal Award Information**

### **1. Funding Availability**

NTIA will make up to \$980,000,000 available for federal assistance under the Tribal Broadband Connectivity Program, which will be allocated to eligible entities as described in Section B.3 of this NOFO.

Additionally, the American Rescue Plan Act of 2021 appropriated \$10 billion to the Treasury Department to establish the Coronavirus Capital Projects Fund to provide funding to states, territories, and Tribal Governments to carry out critical capital projects directly enabling work, education, and health monitoring, including remote options, in response to the public health emergency with respect to the Coronavirus Disease (COVID-19).<sup>6</sup> A focus of the Capital Projects Fund on the continuing need for connectivity in response to the COVID-19 pandemic complements the broader range of uses, including for broadband infrastructure, of the American Rescue Plan's separate \$350 billion Coronavirus State and Local Fiscal Recovery Funds.<sup>7</sup> Capital projects include investments in depreciable assets and the ancillary costs needed to put the capital assets in use. Under the American Rescue Plan, these projects must be critical in

<sup>6</sup> American Rescue Plan Act of 2021, Title IX, Subtitle M, Section 9901, Public Law 117-2 (March 11, 2021). Section 9901 of the Act amends Title VI of the Social Security Act (42 U.S.C. 801 *et seq.*) to add Section 604, which establishes the Coronavirus Capital Projects Fund.

<sup>7</sup> Department of the Treasury, Coronavirus State and Local Fiscal Recovery Funds, Interim Final Rule, 86 Fed. Reg. 26786 (May 17, 2021).

nature, providing connectivity for those who lack it. The Capital Projects Fund thus allows for investment in high-quality broadband as well as other connectivity infrastructure, devices, and equipment, among other things.<sup>8</sup> NTIA is coordinating with Treasury to allow Tribal Governments to indicate their interest in receiving funding under the Treasury program by providing a statement authorizing NTIA to share the complete application package that they submit for NTIA's Tribal Broadband Connectivity Program with Treasury for consideration for funding under the Treasury program. *See* Section D.2.d.3 of this NOFO for more information on this process.

## 2. Project/Award Period

As established in section 905(c)(4)(B) of the Act, the award period for the Tribal Broadband Connectivity Program is one year from the receipt of grant funds. Furthermore, section 905(c)(4)(A)(i) of the Act requires an eligible entity to commit the funds in accordance with its approved application not later than 180 days after receiving grant funds under the Tribal Broadband Connectivity Program. Any grant funds not committed by an eligible entity by this deadline will revert to the general fund of the Treasury pursuant to section 905(c)(4)(A)(ii).

**a. Extensions For Infrastructure Projects:** The Assistant Secretary may extend the period required for the expenditure of funds under the Tribal Broadband Connectivity Program for an eligible entity that proposes to use the grant funds for construction of broadband infrastructure if the eligible entity certifies that:

- (I) the eligible entity has a plan for use of the grant funds;
- (II) the construction project is underway; or
- (III) extenuating circumstances require an extension of time to allow the project to be completed.

Extensions for the expenditure of award funds are not available for Broadband Use and Adoption Projects. Accordingly, all Broadband Use and Adoption Projects funded pursuant to this NOFO must be completed with one year of an eligible entity receiving grant funds from NTIA.

**b. Petition for Extension:** With respect to infrastructure projects, the eligible entity may submit a request for an extension of the one-year award period with its application or not later than ninety (90) calendar days before the end of the award period. This request for extension only applies to broadband infrastructure projects.

**c. Reversion of Funds:** NTIA will make any grant funds not expended by an eligible entity by the end of the one-year award period set forth in the Act available to other eligible entities for the purposes provided in the Tribal Broadband Connectivity Program, unless the eligible entity has received an extension from NTIA to complete its broadband infrastructure project.

<sup>8</sup> This summary is available on Treasury's website at <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/capital-projects-fund>.

**d. Carry Over of Funds:** If NTIA does not award all available grant funds in the first round, NTIA may use the remaining available funds in a second round of grant funding, which will be publicly announced through NTIA's issuance of a new NOFO.

**e. Treatment of Unallocated Funds**

**(i) In General.**— In accordance with section 905(e)(2)(F) of the Act, if an eligible entity does not submit an application by the deadline established under this NOFO, or the Assistant Secretary does not approve an application submitted by an eligible entity under this NOFO, the Assistant Secretary will make the amounts allocated for the eligible entity available to other eligible entities on an equitable basis. If a Tribal Government does not submit an application to receive its minimum allocation of up to \$500,000 during this round of funding, NTIA will allow the Tribal Government to apply for this funding during a second process described below, if any funding remains.

**(ii) Second Process.**— NTIA will initiate a second notice and application process to reallocate any funds that remain available after awarding grants to eligible entities that submitted approved applications during this round of funding for the Tribal Broadband Connectivity Program.

**3. Award Amount**

In accordance with section 905(c)(3)(A) of the Act, NTIA will make the amounts appropriated under the Tribal Broadband Connectivity Program available to eligible entities on an equitable basis. In this connection, not less than 3% of the total amount of program funding, or \$30,000,000, will be allocated to the Department of Hawaiian Home Lands on behalf of the Native Hawaiian Community as the eligible entity designated in section 905(a)(8) of the Act. To further meet the equitable distribution requirement of the Act, NTIA will allocate up to \$500,000 to each of the Federally Recognized Tribes delineated by the Department of the Interior's Bureau of Indian Affairs (including those listed parenthetically). The \$30,000,000 and \$500,000 allocations are not funding caps for the Department of Hawaiian Home Lands or for Federally Recognized Tribes, respectively, but rather are intended to ensure that program funding is equitably distributed by NTIA to all eligible entities.

Importantly, all eligible entities, including but not limited to the Department of Hawaiian Home Lands and Federally Recognized Tribes, must submit a single application by the application deadline to be eligible for program funding. The Tribal Broadband Connectivity Program is not a formula or block grant program and an application for funding must be timely submitted by an eligible entity to receive funding consideration from NTIA. *See* Section C.3.a of this NOFO for more information on the single application requirement.

NTIA expects to make awards under this program within the following funding ranges:

Broadband Infrastructure Deployment Projects: \$1,000,000 to \$50,000,000  
 Broadband Use and Adoption Projects: \$50,000 to \$2,500,000

These funding ranges are not required minimums and maximums, but eligible entities requesting funding for projects outside of these ranges must provide a reasonable explanation for the variance in their project size. An award recipient may use NTIA award funds for any of the eligible uses enumerated in Section A of this NOFO.

In addition, pursuant to section 905(c)(4)(B)(iii) of the Act, NTIA retains discretion to make supplemental awards (*i.e.*, provide additional funding beyond the initial award) to an eligible entity to the extent that another eligible entity does not expend some or all of its grant funds during the other eligible entity's period of performance.

#### **4. Type of Funding Instrument**

The funding instrument for awards made pursuant to the NOFO will be a grant.

### **C. Eligibility Information**

#### **1. Eligible Applicants**

Section 905(a)(8) of the Act defines the entities eligible to apply for a Tribal Broadband Connectivity Program grant. Specifically, eligible entities include: (i) a Tribal Government; (ii) a Tribal College or University; (iii) the Department of Hawaiian Home Lands on behalf of the Native Hawaiian Community, including Native Hawaiian Education Programs; (iv) a Tribal organization; or (v) an Alaska Native Corporation.

There are several instances where applicants will need to obtain a Tribal Government Resolution. *See* Section C.3.c of this NOFO for more information about this requirement. Each eligible entity must coordinate internally (which includes all departments, subsidiaries, etc.) in submitting its single application. In an instance where one eligible entity is a subsidiary of another (*e.g.*, a Tribal Government and a subsidiary Tribal College or University), this shall not affect the subsidiary's eligibility to submit its own application, so long as it includes the requisite Tribal Government Resolution.

#### **2. Cost Sharing or Matching**

The Act authorizing the establishment of the Tribal Broadband Connectivity Program does not contain a statutory cost sharing or matching funds requirement. Accordingly, NTIA will not require an eligible entity applying for a grant under the Tribal Broadband Connectivity Program to provide non-federal cost share and will not give additional consideration during the evaluation process for applications containing non-federal cost share.

#### **3. Other**

**a. Single Application.** Section 905(e)(2)(C) of the Act states that an eligible entity may submit only one application for the Tribal Broadband Connectivity Program. Accordingly, each eligible entity must coordinate internally (which includes all departments, subsidiaries, etc.) in submitting its single application. An eligible entities' single application must include the total amount of funding being requested, and must account for all Broadband Infrastructure

Deployment Projects and all Broadband Use and Adoption Projects, that will utilize the requested funding.

**b. Encouragement of Consortium or Regional Applications.** NTIA encourages a regional approach to Broadband Infrastructure Deployment Projects through the submission of an application on behalf of a consortium or of multiple Tribal partners (each of which must be an eligible entity) that cover regional infrastructure gaps or other eligible projects in the most cost-effective manner, while providing access to those communities that meet the definition of “unserved” per the statute. Similarly, NTIA encourages eligible entities to collaborate or participate as part of a consortium for Broadband Use and Adoption Projects.

**c. Tribal Consent and Authorization.**

**i. Broadband Infrastructure Deployment.** Each Eligible Entity applying for Broadband Infrastructure Deployment funds is required to submit a Resolution of Consent from each Tribal Government, from the Tribal Council of the appropriate governing body, upon whose Tribal Lands the infrastructure will be deployed.

- For Tribal Organizations and Tribal Colleges, even when the Tribal Government is a founding member, a Resolution of Consent must still be obtained.
- In the case of consortiums, a Tribal resolution is required from each Tribal Government participating in the project.
- For Broadband Infrastructure Deployment Projects on Tribal Lands in Hawaii, consent must be obtained from the Department of Hawaiian Home Lands.
- For Broadband Infrastructure Deployment Projects on Tribal Lands in Alaska, all applicants must notify all Tribal Governments within their proposed service area. Any Tribal Government located in a proposed service area may choose to define the area for which it will require Consent. The area defined by the Tribal Government must include their local presence and Tribal Member Households, and be submitted to NTIA. The Tribal Government may use information submitted in other proceedings, such as the FCC 2.5GHz Tribal Priority Window. If there is overlap between more than one Tribal Governments’ definition of their area, the overlapping Tribal Governments will be given an opportunity to cure by working together to resolve.

If a Tribal Government is not meeting due to COVID-19 restrictions or will not meet during the application window outlined in the NOFO, NTIA will allow the submission of a Letter of Consent from the Governing Body of the Tribe with the application. NTIA will provide an opportunity to cure missing Resolutions of Consent during review of the application and before the application is approved.

**ii. Broadband Adoption and Use.** Eligible Entities are strongly encouraged to coordinate with one another so that there are no competing applications. If there are competing applications, the Eligible Entities may be given an opportunity to cure by working together to resolve any potential overlaps. Deference will be given towards Tribal Governments on their own Tribal Lands.

## D. Application and Submission Information

### 1. Address to Request Application Package

Application forms and instructions are available on the Grants.gov website ([www.grants.gov](http://www.grants.gov)). To access these materials, go to <http://www.grants.gov>, select “How to Apply for Grants,” and then select “Search for Opportunity Package.” Enter the CFDA number (11.029) and/or the funding opportunity number (NTIA-TBC-TBCPO-2021-2006948). Select “Grant Opportunity Package,” and then follow the prompts. To download the instructions, go to “Preview Opportunity Package” and select “Download Instructions.” NTIA recommends that applicants planning to file their applications through Grants.gov, visit the Grants.gov website prior to filing their applications so that they fully understand the process and requirements. Failure to properly register and apply for funds under the Tribal Broadband Connectivity Program by the deadline established in this NOFO may result in an eligible entity losing this grant opportunity. Applications will be accepted until the deadline and are processed as received.

Applicants without Internet access may request a copy of the application materials by contacting the NTIA representative identified in Section G.1 of this NOFO.

With respect to electronic methods for providing information about funding opportunities or accepting applicants’ submissions of information, NTIA is responsible for compliance with section 508 of the Rehabilitation Act of 1973, as amended by the Workforce Act of 1998.

### 2. Content and Form of Applications

Applications for the Tribal Broadband Connectivity Program must follow the format described in this NOFO. Applications must be timely submitted in accordance with the application deadlines set forth in Section D.4 of this NOFO. NTIA prefers that applicants use Grants.gov to submit their application. Applications submitted by mail may be in hard copy (paper) or electronic format (*e.g.*, CD-ROM, disk, or thumb drive). NTIA will also accept applications submitted by email to [broadbandusa@ntia.gov](mailto:broadbandusa@ntia.gov). Applications submitted by email should be machine-readable and should not be copy-protected.

An eligible entity may elect to participate as a lower-tier member of a consortia in connection with the submission of a comprehensive application for a Broadband Infrastructure Deployment Project covering Tribal Lands and also submit its own application as the primary recipient for a Broadband Use and Adoption Project.

A complete application packet for this round of the Tribal Broadband Connectivity Program consists of the following forms and required submissions, including the SF-424 Family Forms, Project Narrative, and Budget Narrative and Detailed Budget Justification, which are all discussed in Sections D.2.a through D.2.c below.

Section D.2.a describes the forms and documentation required from all applicants for a Tribal Broadband Connectivity Program grant. Applicants proposing a project that involves the deployment or construction of broadband infrastructure will submit the required forms and

documentation enumerated in Section D.2.a and Section D.2.b of this NOFO, including the Standard Form 424C Budget Information-Construction Programs. Applicants proposing a project for broadband adoption or digital inclusion activities will submit the required forms and documentation enumerated in Section D.2.a and Section D.2.c of this NOFO, including Standard Form 424A Budget Information-Non Construction Programs. Applicants proposing a project that contains both broadband infrastructure and broadband adoption/digital inclusion activities will submit the forms and documentation enumerated in both Section D.2.b (for the construction components) and Section D.2.c (for the non-construction components) as well as the documents described in Section D.2.a.

**a. Forms and Documentation Required from ALL Applicants for a Tribal Broadband Connectivity Program Grant**

**i. Standard Form 424: Application for Federal Assistance**

This is the title page (SF-424). This form (and all additional forms requiring a signature) must be signed by the applicant’s authorized organization representative (AOR). Electronic signatures submitted through [www.grants.gov](http://www.grants.gov) satisfy this requirement.

- SF-424, Item 8.d Zip/Postal Code field, should reflect the Zip code + 4 (#####-####) format.
  - SF-424, Item 12, should list the NOFO number as NTIA-TBC-TBCPO-2021-2006948.
  - SF-424, Item 18, should list the total federal budget amount requested for the entire project.
  - For SF-424, Item 21, the list of certifications and assurances is contained in SF-424B or SF-424D.
- ii. CD-511 Certification Regarding Lobbying:** Enter “NTIA-TBC-TBCPO-2021-2006948” in the Award Number field. Enter the title of the application used in field 15 of the SF-424, or an abbreviation of that title, in the Project Name field.
- iii. Standard Form LLL, Disclosure of Lobbying Activities** (if applicable).

**b. Required Forms and Documentation for Broadband Use and Adoption Projects**

**i. Standard Form 424A: Budget Information for Non-Construction Programs (SF-424A) (required if application includes non-construction activities)**

Applicants must complete this form and provide a budget summary for all proposed non-construction projects and activities to be funded by the grant funds.

**ii. Standard Form 424B: Assurances for Non-Construction Programs (SF-424B) (required if application includes non-construction activities)**

The SF-424B is required for all applicants that have not updated their System for Award Management (SAM.gov) entity registration since February 2, 2019 to include the federal financial assistance Certifications and Representations (Certs and Reps). If an applicant has updated their SAM.gov entity registration since February 2, 2019 to include the certifications and representations, then the SF-424B is not required.

### iii. **Project Narrative for Broadband Use and Adoption Projects**

The Project Narrative is a word-processed document of not more than 20 single- or 40 double-spaced pages responsive to the program description, statutory purposes, funding priorities, and the evaluation criteria set forth in this NOFO. The project narrative must identify specific tasks, measurable milestones and performance outcomes for Native American/Alaska Native/Native Hawaiian communities resulting from the proposed project activities. The Project Narrative shall include:

- a. An executive summary of the project not to exceed two (2) pages. Please note, if an applicant's proposal is selected for funding, NTIA may use all or a portion of the Executive Summary as part of a press release issued by NTIA, or for other public information and outreach purposes. Applicants are advised not to incorporate information that concerns business trade secrets or other confidential cultural, commercial, or financial information as part of the Executive Summary. *See also* 15 C.F.R. § 4.9(c) concerning the designation of business information by the applicant;
- b. A description of the eligible entity applying for funds, and the qualifications and experience of key personnel responsible for implementing the proposed project;
  - **Table of Funded Project Participants and Unfunded Informal Collaborators.** (Does not count toward the page limit). Provide a table that identifies all organizations that will participate in and contribute to the proposed activities, if funded, known at the time of the application submission. The table should consist of an alphabetically ordered list, by organization, of all Funded Project Participants and all Unfunded Informal Collaborators. The table should include the organization's name, address, administrative role, scope of work (funded participants only) and proposed funding amount (funded participants only). Administrative roles are: applicant, subrecipient, or contractor for funded participants; or collaborator if they will not receive funding.
  - **Resumes of Key Personnel.** (Does not count toward page limit but are limited to one-page each). One-page resumes of no more than five key personnel from applicant (not subrecipients) may be included. Any information beyond one page for each resume and any additional resumes submitted will not be considered.
- c. A description of the project objectives related to promoting broadband adoption, telehealth, remote education, workforce and economic development, digital inclusion and skills, or providing affordable broadband programs for Native American/Alaska Native/Native Hawaiian communities. Describe any existing



broadband and/or digital inclusion plans, or any planning activities to be conducted during the project;

- d. A description of the Native American/Alaska Native/Native Hawaiian community needs, problems, or challenges that the proposed project will address along with a description of the project Native American/Alaska Native/Native Hawaiian beneficiaries, including information about demographics and service areas;
- e. A description of the specific activities to be funded by the grant and the eligible uses of the funding;
- f. A project plan describing all major project activities and timelines for implementation, including key milestones and when each major project activity will start and end. Describe how progress will be tracked;
- g. A description of the project's outcomes and the performance measures that will be used to evaluate the project's success and the benefits delivered to Native American/Alaska Native/Native Hawaiian project beneficiaries. Include proposed metrics, data planned for collection and other evaluation methodologies (e.g., case studies, focus groups, surveys). Describe any planned tangible products from your project (such as curricula, guides, publications, reports relating to broadband adoption and digital inclusion programs). Describe how the benefits of the project will be sustained.

iv. **Status as Eligible Entity.** Applicants should provide information to demonstrate that they are in the category of eligible entities as defined in section 905(a)(8) of the Act.

v. **Budget Narrative and Detailed Budget Justification**

Applicants must submit a Detailed Budget Justification in the form of a spreadsheet, as well as a Budget Narrative in the form of a Word document. All budget information must support the dollar amounts identified in the SF-424 and SF-424A and demonstrate that the project or activity meets the eligible use requirements in the Act and in this NOFO.

The Detailed Budget Justification spreadsheet must reflect the cost categories that appear in the SF-424A and include itemized calculations for each cost placed under those categories. The spreadsheet must be formatted to fit letter-sized paper (8.5" x 11").

The Budget Narrative must explain the necessity and basis for all costs, clearly correspond to the information included in the Detailed Budget Justification spreadsheet, and reflect only allowable costs that are consistent with the project scope. Information on cost allowability is available in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at [2 C.F.R. § 200](#), which apply to awards in this program.

## vi. Indirect Cost Rate

Section 905(c)(6) of the Act prohibits an eligible entity from using more than two percent (2%) of grants funds received under the Tribal Broadband Connectivity Program for administrative expenses. For this purpose, the two percent limitation on administrative expenses includes the combined total of indirect costs and direct administrative costs charged to an award.

If indirect costs are included in the proposed budget, the applicant must ensure that the budgeted amounts for indirect costs, plus the budgeted amounts for direct administrative costs, does not exceed two percent of the requested grant amount, regardless of any previously approved indirect cost rate it may have negotiated with a cognizant federal agency. If indirect costs are included in the proposed budget, the applicant must provide a copy of the approved negotiated agreement if this rate was negotiated with a cognizant federal audit agency. If the rate was not established by a cognizant federal audit agency, provide a statement to this effect. If the successful applicant includes indirect costs in the budget and has not established an indirect cost rate with a cognizant federal audit agency, the applicant will be required to obtain such a rate in accordance with Section B.06 of the Department of Commerce Financial Assistance Standard Terms and Conditions Dated November 12, 2020.

Alternatively, consistent with 2 C.F.R. § 200.414(f), applicants that do not have a current negotiated indirect cost rate may elect to charge indirect costs to an award pursuant to a de minimis rate of up to 2 percent of modified total direct costs (MTDC), in which case a negotiated indirect cost rate agreement is not required. Applicants proposing an up to 2 percent de minimis rate pursuant to 2 C.F.R. § 200.414(f) should note this election as part of the budget portion of the application.

As described in 2 C.F.R. § 200.403, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. Applicants are reminded that the two percent limitation on administrative expenses includes the combined total of indirect costs and direct administrative costs charged to an award. The applicant must clearly describe in the budget narrative how it applied or calculated the 2 percent limitation of administrative and indirect costs.

### c. Required Forms and Documentation for Broadband Infrastructure Deployment Projects

#### i. Standard Form 424C: Budget Information for Construction Programs (SF-424C)

Applicants must complete this form and provide a detailed budget narrative that adequately describes all costs for their proposed construction projects and associated activities that will be funded by the grant funds.

#### ii. Standard Form 424D: Assurances for Construction Programs (SF-424D)

The SF-424D is required for all applicants that have not updated their System for Award Management (SAM.gov) entity registration since February 2, 2019 to include the federal

financial assistance Certifications and Representations (Certs and Reps). If an applicant has updated their SAM.gov entity registration since February 2, 2019 to include the certifications and representations, then the SF-424D is not required.

### iii. Project Narrative for Broadband Infrastructure Deployment Projects

The Project Narrative is a word-processed document of not more than 20 single- or 40 double-spaced pages responsive to the program description, statutory purposes, funding priorities, and the evaluation criteria set forth in this NOFO. The project narrative must identify specific tasks, measurable milestones and performance outcomes resulting for Native American/Alaska Native/Native Hawaiian communities from the proposed project activities. The Project Narrative shall include:

- a. An executive summary of the project not to exceed two (2) pages. Please note, if an applicant's proposal is selected for funding, NTIA may use all or a portion of the Executive Summary as part of a press release issued by NTIA, or for other public information and outreach purposes. Applicants are advised not to incorporate information that concerns business trade secrets or other confidential cultural, commercial, or financial information as part of the Executive Summary. *See also* 15 C.F.R. § 4.9(c) concerning the designation of business information by the applicant;
- b. A description of the eligible entity and the qualifications and experience of key personnel responsible for implementing the proposed project;
  - o **Table of Funded Project Participants and Unfunded Informal Collaborators.** (Does not count toward the page limit). Provide a table that identifies all organizations that will participate in and contribute to the proposed activities, if funded, known at the time of the application submission. The table should consist of an alphabetically ordered list, by organization, of all Funded Project Participants and all Unfunded Informal Collaborators. The table should include the organization's name, address, administrative role, scope of work (funded participants only) and proposed funding amount (funded participants only). Administrative roles are: applicant, subrecipient, or contractor for funded participants; or collaborator if they will not receive funding.
  - o **Resumes of Key Personnel.** (Does not count toward page limit but are limited to one-page each). One-page resumes of no more than five key personnel from applicant (not subrecipients) may be included. Any information beyond one page for each resume and any additional resumes submitted will not be considered.
- c. A description of the activities to be funded by the grant, the eligible uses of the funding, and the proposed objectives and outcomes for Native American/Alaska Native/Native Hawaiian communities from the project;

- d. A description of the area to be served by the project, including how the area meets the definition of Tribal Land as enumerated in section 905(a)(13) of the Act, and the number of unserved Native American/Alaska Native/Native Hawaiian households, businesses or community anchor institutions that the project has the potential to serve;
- In accordance with Section 905(c)(8) of the Act, applicants proposing to use grant funds for the construction of new broadband infrastructure must prioritize projects that deploy broadband infrastructure to unserved Native American/Alaska Native/Native Hawaiian households. The applicant should define the proposed service area and the total number of Native American/Alaska Native/Native Hawaiian households, businesses and community anchor institutions located therein. The applicant should describe the total number of Native American/Alaska Native/Native Hawaiian households, businesses, and community anchor institutions lacking access to the Internet and to qualifying broadband service (*i.e.* those not currently receiving Internet service with speeds of 25/3 Mbps or greater with latency considerations).
  - The applicant should identify the total number of Native American/Alaska Native/Native Hawaiian households, businesses, and community anchor institutions that it plans to connect to qualifying broadband service and the number that will be connected at speeds higher than qualifying broadband service, specifying the speed level.
- e. A description of the number of total Native American/Alaska Native/Native Hawaiian households in the proposed service area at or below 150% of the poverty line (provide percentage as it compares to all households on the Tribal land applicable to the average family size represented on the particular Tribal land covered by the project in the lower 48 states, Alaska and Hawaii (utilizing HHS Poverty Guidelines).
- f. Provide an estimate of the total number of jobs, including a subset for Native American/Alaska Native/Native Hawaiian jobs, and subset of those jobs that will comply with the Tribal Employment Rights Ordinance of the Tribe (TERO). Describe a plan for workforce training and development, including in broadband deployment-related occupations, as well as plans to address any anticipated labor shortages in these fields.
- g. A description of whether and, if so, how the project will incorporate strong labor standards, consistent with Tribal law, including project labor agreements and community benefit agreements that offer wages at or above the prevailing rate and include local hire provisions, and a description of the applicant's workforce plans and practices.
- h. A project plan describing all major project activities and timelines for implementation, including key deployment milestones. Describe the overall project plan, including: cost effectiveness (*e.g.* costs for single network and

economies of scale for consortium); service capacity; timeframes for construction; and scalability;

- i. Describe a plan for long-term network sustainability including revenue, operating expenses, working capital, and equipment replacement funding.
- j. For projects including construction and/or ground disturbing activities, a brief description of the physical project area and its surroundings (*e.g.*, disturbed or developed land vs. open space; adjacent natural resources, such as rivers, wetlands, or forestlands; and any protected lands or resources in or near the project area), including site photographs and aerial (*e.g.*, Google Maps images) photographs. This description should also describe how the applicant intends to comply with the environmental and historic preservation and cultural requirements applicable to an award received under the Tribal Broadband Connectivity Program (including, but not limited to, the National Environmental Policy Act and the National Historic Preservation Act) and, if applicable, a copy of any environmental and historic preservation review documentation that has been prepared in connection with obtaining permits or approvals from State, Tribal, local or other federal entities. It is the applicant’s responsibility to obtain all necessary federal, State, Tribal, and local governmental permits and approvals necessary for the proposed work to be conducted. Applicants are expected to design their projects so that they minimize the potential for adverse impacts on the environment. Applicants also will be required to cooperate with NTIA in identifying feasible measures to reduce or avoid any identified adverse environmental or cultural impacts of their proposed projects. The failure to do so may be grounds for not making an award. Environmental and historic preservation review documentation, if provided, is not included in the 20-page limit of the project narrative.

iv. **Maps of Proposed Service Areas.** (preferably in shapefiles, .kmz, .kml formats).

v. **Tribal Resolution** (preferred, but a Letter of Consent by the Governing Body of the Tribe will be accepted if the Tribal Council is not meeting due to COVID-19 closures or restrictions).

vi. **Status as Eligible Entity.** Applicants should provide information to demonstrate that they are in the category of eligible entities as defined in this NOFO.

vii. **Certification of Unserved Areas (optional).** A Tribal Government may certify whether an area within its own “Tribal Lands” is “unserved,” in lieu of using a non-tribal coverage/speed data set such as FCC 477 carrier sourced data. Any other Eligible Entity may also request a Tribal certification of “unserved.” Any such Tribal Government certification of “unserved” must certify that the areas where last mile service is proposed is unserved and provide a statement on Tribal Letterhead, and additional supporting information if available, explaining how that determination of unserved was made. The Department of Hawaiian Home Lands may also certify whether Tribal Lands as described in Subsection D of this NOFO are “unserved.” A Tribal Government may not certify

Tribal Lands covered under an Enforceable Buildout Commitment, as defined in Section A.2.g of this NOFO, as unserved. A Tribal Government must disclose whether it has terminated an existing agreement qualifying as an Enforceable Buildout Commitment in anticipation of receiving funding under the Tribal Broadband Connectivity Program.

viii. **Community Economic Development Strategy (optional).** An eligible entity may submit a copy of its or a regional or State Community Economic Development Strategy if applicable to its project proposal.

ix. **Request for Extension of Award Period (optional).**

x. **Budget Narrative and Detailed Budget Justification**

Applicants must submit a Detailed Budget Justification in the form of a spreadsheet, as well as a Budget Narrative in the form of a Word document. All budget information must support the dollar amounts identified in the SF-424 and SF-424C and demonstrate that the project or activity meets the eligible use requirements in the Act and in this NOFO.

The Detailed Budget Justification spreadsheet must reflect the cost categories that appear in the SF-424C and include itemized calculations for each cost placed under those categories. The spreadsheet must be formatted to fit letter-sized paper (8.5" x 11").

The Budget Narrative must explain the necessity and basis for all costs, clearly correspond to the information included in the Detailed Budget Justification spreadsheet, and reflect only allowable costs that are consistent with the project scope. Information on cost allowability is available in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at [2 C.F.R. § 200](#), which apply to awards in this program.

xi. **Indirect Cost Rate**

Section 905(c)(6) of the Act prohibits an eligible entity from using more than two percent (2%) of grants funds received under the Tribal Broadband Connectivity Program for administrative expenses. For this purpose, the two percent limitation on administrative expenses includes the combined total of indirect costs and direct administrative costs charged to an award.

If indirect costs are included in the proposed budget, the applicant must ensure that the budgeted amounts for indirect costs, plus the budgeted amounts for direct administrative costs, does not exceed two percent of the requested grant amount, regardless of any previously approved indirect cost rate it may have negotiated with a cognizant federal agency. If indirect costs are included in the proposed budget, the applicant must provide a copy of the approved negotiated agreement if this rate was negotiated with a cognizant federal audit agency. If the rate was not established by a cognizant federal audit agency, provide a statement to this effect. If the successful applicant includes indirect costs in the budget and has not established an indirect cost rate with a cognizant federal audit agency, the applicant will be required to obtain such a rate in accordance with Section B.06 of the Department of Commerce Financial Assistance Standard Terms and Conditions Dated November 12, 2020.

Alternatively, consistent with 2 C.F.R. § 200.414(f), applicants that do not have a current negotiated indirect cost rate may elect to charge indirect costs to an award pursuant to a de minimis rate of up to 2 percent of modified total direct costs (MTDC), in which case a negotiated indirect cost rate agreement is not required. Applicants proposing an up to 2 percent de minimis rate pursuant to 2 C.F.R. § 200.414(f) should note this election as part of the budget portion of the application.

As described in 2 C.F.R. § 200.403, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. Applicants are reminded that the 2 percent limitation on administrative expenses includes the combined total of indirect costs and direct administrative costs charged to an award. The applicant must clearly describe in the budget narrative how it applied or calculated the 2 percent limitation of administrative and indirect costs.

#### **d. Additional Application Materials**

Applicants may include the following documents in support of the application submission:

1. Pro forma financial information and analyses for the proposed project(s), such as balance sheets, income statements, and statement of cash flows; and
2. Network diagram and system design for broadband deployment and construction projects.
3. Tribal Government applicants that are interested in receiving funding from the Treasury’s Coronavirus Capital Projects Fund, referenced in Section B.1 of this NOFO, should include the following short statement either in its project narrative or as a separate attachment giving permission for NTIA to share its complete application package with Treasury: “[Authorized Representative of Tribal Government] authorizes NTIA to provide its Tribal Broadband Connectivity Program application and supporting documents to Treasury for consideration in connection with an award from Treasury’s Coronavirus Capital Projects Fund.” Once NTIA receives this authorization, it will then transmit a copy of the application package to Treasury, which may use this information to assess more quickly the applicant’s eligibility for funding under the Treasury program.

#### **e. Application Format**

Applications submitted by mail may be in hard copy (paper) or electronic (*e.g.*, CD-ROM, disk, or thumb drive). Applications submitted by email should be machine-readable and should not be copy-protected.

##### **i. Facsimile (fax) submissions**

Facsimile submissions will not be accepted for the complete application packets.

##### **ii. Figures, graphs, images, and pictures**

Should be of a size that is easily readable or viewable and may be landscape orientation.

**iii. Font**

Easy to read font (10-point minimum). Smaller type may be used in figures and tables but must be clearly legible.

**iv. Line spacing**

Applicants may use single spacing or double spacing.

**v. Margins**

One inch top, bottom, left, and right.

**vi. Page layout**

Portrait orientation except for figures, graphs, images, and pictures. Paragraphs are to be clearly separated from each other by double spacing, paragraph formatting or equivalent.

**vii. Page limit**

The Project Narrative for either Broadband Infrastructure Deployment Project or Broadband Use and Adoption Projects is limited to 20 pages single spaced (40 pages double spaced), noting the limit of two (2) pages for the Executive Summary. Resumes and environmental and historic preservation review documentation, if applicable, are not included in the page count of the Project Narrative. However, if resumes are included, resumes must be a maximum of one (1) page each.

**viii. Page numbering**

Number pages sequentially.

**ix. Page size**

8½ inches by 11 inches, excluding maps or network or system diagrams.

**x. Application language**

English.

**xi. Typed document**

All applications, including forms, must be typed.

**f. Attachment of Required Documents**



Items in Section D.2.a, Section D.2.b.i and D.2.b.ii and Section D.2.c.i and D.2.c.ii above are part of the standard application package in Grants.gov and can be completed through the download application process. Items in Section D.2.b.iii through D.2.b.xi and Section D.2.c.iii through D.2.c.vii above, plus the additional application materials in Section D.2.c above, must be completed and attached by clicking on “Add Attachments” found in item 15 of the SF-424, Application for Federal Assistance. This will create a zip file that allows for transmittal of the documents electronically via Grants.gov.

Applicants should carefully follow specific Grants.gov instructions at [www.grants.gov](http://www.grants.gov) to ensure the attachments will be accepted by the Grants.gov system. A receipt from Grants.gov indicates only that an application was transferred to a system. It does not provide details concerning whether all attachments (or how many attachments) transferred successfully. Applicants will receive a series of e-mail messages over a period of up to two business days before learning whether a federal agency’s electronic system has received its application.

**g. Certifications Regarding Federal Felony and Federal Criminal Tax Convictions, Unpaid Federal Tax Assessments and Delinquent Federal Tax Returns**

In accordance with federal appropriations law, an authorized representative of the selected applicant(s) may be required to provide certain pre-award certifications regarding federal felony and federal criminal tax convictions, unpaid federal tax assessments, and delinquent federal tax returns.

**h. Certifications Regarding Debarment and Suspension (applies to primary recipients and to subrecipients)**

By signing and submitting an application for funding pursuant to the Tribal Broadband Connectivity Program, the applicant is making the following certifications (*see* Line 21 on the SF-424):

*1. Instructions for Primary Tier Participant Certification (eligible entities):*

- a. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 C.F.R. Parts 180, 1200 and 1326.
- b. 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 primary tier 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 tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- c. 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 tier 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 or may pursue suspension or debarment.

- d. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 C.F.R. Parts 180, 1200 and 1326. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary tier 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 proposed for debarment under 48 C.F.R. Part 9, Subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," 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 and will require lower tier participants to comply with 2 C.F.R. Parts 180, 1200 and 1326.
- h. 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 proposed for debarment under 48 C.F.R. Part 9, Subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- i. 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.
- j. 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 proposed for debarment under 48 C.F.R. Part 9, Subpart 9.4, 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 the transaction for cause or default.

2. *Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Tier Covered Transactions:*

- a. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
  - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any federal department or agency;
  - ii. 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, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - iii. 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
  - iv. 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.
- b. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3. *Instructions for Lower Tier Participant Certification (applies to all subrecipients):*

- a. By signing and submitting this proposal and accepting federal funding, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 C.F.R. Parts 180, 1200 and 1326.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- d. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 C.F.R. Parts 180, 1200 and 1326. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
  - e. The prospective lower tier 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 proposed for debarment under 48 C.F.R. Part 9, Subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
  - f. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 C.F.R. Parts 180 and 1200.
  - g. 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 proposed for debarment under 48 C.F.R. Part 9, Subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
  - h. 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.
  - i. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. Part 9, Subpart 9.4, 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 with which this transaction originated may pursue available remedies, including suspension or debarment.
4. *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:*

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### 3. Dun & Bradstreet Number and System for Award Management

Pursuant to 2 C.F.R. Part 25, an applicant or recipient (as the case may be) is required to: (i) be registered in the System for Award Management (SAM) before submitting its complete application packet; (ii) provide a valid unique entity identifier in its application; and (iii) continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency, unless otherwise excepted from these requirements pursuant to 2 C.F.R. § 25.110. NTIA will not make a federal award to an applicant until the applicant has complied with all applicable unique entity identifier and SAM requirements and, if an applicant has not fully complied with the requirements by the time that NTIA is ready to make a federal award pursuant to this NOFO, NTIA may determine that the applicant is not qualified to receive a federal award.

#### (a) DUNS Number

All applicants must supply a Dun and Bradstreet Data Universal Numbering System (DUNS) number. Applicants can receive a DUNS number at no cost by calling the dedicated toll-free DUNS number request line at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>.

#### (b) System for Award Management

All applicants must register in the SAM before submitting a complete application packet. Additionally, the applicant must maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. Applicants can register for the SAM at <https://www.sam.gov/>.

### 4. Submission Dates and Times

Applications for funding pursuant to the Tribal Broadband Connectivity Program must adhere to the following submission deadlines:

- Applications submitted online through the Grants.gov system must be received no later than 11:59 p.m. Pacific Daylight Time (PDT) on **September 1, 2021**;
- Applications submitted by postal mail or by courier service must be postmarked (for postal mail) or show clear evidence of mailing (for courier submissions) no later than 11:59 p.m. Pacific Daylight Time (PDT) on **September 1, 2021**; and

- Applications submitted by electronic mail must be received no later than 11:59 p.m. Pacific Daylight Time (PDT) on **September 1, 2021**.

Eligible entities must submit a single application by the application deadline to be eligible for program funding. The Tribal Broadband Connectivity Program is not a formula or block grant program and a single application for funding must be timely submitted by an eligible entity to receive funding consideration from NTIA.

## 5. Application Submission Address

Complete application packages may be submitted:

- Electronically through [www.grants.gov](http://www.grants.gov) (see Section D.10 of this NOFO for additional information on registration requirements for Grants.gov);
- Through electronic mail (email) to: [broadbandusa@ntia.gov](mailto:broadbandusa@ntia.gov). Applications submitted by email should be machine-readable and should not be copy-protected; or by
- Postal mail or courier mail to the following address: National Telecommunications and Information Administration, U.S. Department of Commerce, 1401 Constitution Avenue NW, Room 4887, Attn: Douglas Kinkoph, Associate Administrator, Washington, DC 20230. Applications submitted by mail may be in hard copy (paper) or electronic (*e.g.*, CD-ROM, disk, or thumb drive).

Applicants must submit complete application packages using only one of these methods and may not submit partial or duplicate applications using multiple methods of transmission. Applications submitted by facsimile or by any method not described in this subsection will not be accepted by NTIA.

## 6. Intergovernmental Review

Applications under this Program are not subject to Executive Order 12372.

## 7. Funding Restrictions

Grant recipients may only use federal award funds to pay for allowable costs under the Tribal Broadband Connectivity Program. Allowable costs are determined in accordance with the cost principles identified in 2 C.F.R. Part 200, including Subpart E of such regulations<sup>9</sup> and in the grant program's authorizing legislation. In addition, costs must be reasonable, necessary, allocable, and allowable for the proposed project, and conform to generally accepted accounting principles. Grant funds may be used to cover only eligible costs

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<sup>9</sup> The government has established a set of principles for determining eligible or allowable costs. Allowable costs are determined in accordance with the cost principles applicable to the entity incurring the costs. For example, the allowability of costs incurred by state, local or Federally Recognized Indian Tribal governments is determined in accordance with the provisions of 2 C.F.R. Part 200, Subpart E.

incurred by the recipient during the period of performance, and for allowable costs incurred by the recipient during the grant closeout process.

**a. Eligible Uses for the Tribal Broadband Connectivity Grant Program**

Section 905(c)(5) of the Act states that an eligible entity may use grant funds made available under the Tribal Broadband Connectivity Program for:

- (A) broadband infrastructure deployment, including support for the establishment of carrier-neutral submarine cable landing stations;
- (B) affordable broadband programs, including— (i) providing free or reduced-cost broadband service; and (ii) preventing disconnection of existing broadband service;
- (C) distance learning;
- (D) telehealth;
- (E) digital inclusion efforts; and
- (F) broadband adoption activities.

Based on the broad parameters of eligible uses of the Tribal Broadband Connectivity Grant Program, eligible costs will generally include the following categories of expenses:

- Personnel costs, including salaries and fringe benefits for staff and consultants providing services directly connected to the implementation of the Tribal Broadband Connectivity Program grants (such as project managers, program directors, and subject matter experts).
- Subawards and contractual costs associated with carrying out programmatic activities of the Tribal Broadband Connectivity Grants, including for program implementation and consulting services. Recipients are responsible for monitoring the activities and expenditures of subrecipients (sometimes referred to as “subawards” or as “subgrants”) and vendors, and are responsible for ensuring that all solicitation documents reflect activities within the scope of the Tribal Broadband Connectivity Grant Program.
- Administrative costs, including indirect costs, are limited to no more than two percent of the grant funds received by an eligible entity pursuant to section 905(c)(6) of the Act.
- Reimbursement of reasonable costs associated with preparing the grant application not to exceed five (5) percent of the award. Allowable pre-application expenses, which include expenses related to preparing an application, may be reimbursed if they are incurred after the publication date of this NOFO and prior to the date of issuance of the grant award from NTIA, except that lobbying costs and contingency fees are not reimbursable from grant funds. Pre-application costs should be clearly identified in the proposed project budget. Additionally, pre-application costs are incurred at the sole risk of the applicant and will not be reimbursed by NTIA if the proposed project does not receive an award pursuant to this program.
- Fund other allowable costs necessary to carrying out programmatic activities of an award, not to include ineligible costs described below.

### **b. Eligible Costs Specific to Broadband Infrastructure Deployment Activities.**

This category is for projects that expand the availability of broadband services by deploying new or upgraded broadband infrastructure on Tribal Lands. Section 905(c)(8) of the Act requires that, in using grant funds received under the Tribal Broadband Connectivity Program for new construction of broadband infrastructure, an eligible entity must prioritize projects that deploy broadband infrastructure to unserved households. Recipients may generally use grant funds to:

- i. fund the costs of construction, improvement, replacement, extension or acquisition of facilities and telecommunications equipment required to provide qualifying broadband service, including infrastructure for backhaul, middle and last mile networks, as well as for submarine cable landing stations;
- ii. fund the cost of long-term leases (for terms greater than one year) of facilities required to provide qualifying broadband service, including infeasible right-of-use (IRU) agreements;
- iii. fund the costs of planning, feasibility, and sustainability studies not to exceed one percent of the total project cost;
- iv. fund the costs of engineering and network design, including route mapping for broadband infrastructure, permitting and work related to environmental, historical and cultural reviews;
- v. fund the costs of performance bonds or irrevocable Letters of Credit or other surety;
- vi. workforce training; and
- vii. fund other allowable costs necessary to carrying out programmatic activities of an award, not to include ineligible costs described below.

### **c. Eligible Costs Specific to Broadband Adoption and Use Activities**

This category is for projects that expand the adoption of broadband services by Native American/Alaska Native/Native Hawaiian communities; enable Tribal anchor institutions to provide affordable broadband programs, remote learning, telework, or telehealth services; and build the capacity of Native American/Alaska Native/Native Hawaiian communities to access and fully benefit from these online services. Recipients may generally use grant funds to:

- i. Acquire broadband-related equipment, instrumentation, networking capability, hardware, software, and other digital technology for broadband services, telehealth and remote education;
- ii. Provide affordable broadband programs, including providing free or reduced-cost broadband service and preventing disconnection of existing broadband service;
- iii. Provide digital training, education, technology support, outreach and awareness programs including curricula and web-based resources;
- iv. Facilitate access to broadband services including public computer centers; public WiFi networks; broadband in public housing; improvement of broadband services and equipment in schools, libraries, health centers, workforce development centers and other Tribal anchor institutions;
- v. Implement affordable broadband programs that facilitate greater access to broadband services, devices, and equipment; and prevent disconnection of existing broadband services;



- vi. Conduct needs assessment and develop plans for increasing broadband adoption, digital inclusion, online education, telehealth, and digital workforce;
- vii. Gather data and conduct evaluation of the digital inclusion and broadband adoption programs funded by the grant to determine their effectiveness and develop best practices to facilitate digital inclusion and broadband adoption on Tribal Lands; and
- viii. fund other allowable costs necessary to carrying out programmatic activities of an award, not to include ineligible costs described below.

The following non-exclusive list includes some examples of generally allowable costs for broadband use and adoption projects:

- Personnel salaries, wages, and fringe benefits for persons working directly on the grant
- Travel expenses for key project staff and consultants
- Equipment related directly to project activities
- Subaward and third-party contractor costs
- Equipment and devices to support connectivity for telehealth and remote education such as laptops, tablets, and hotspots.
- Design and printing for training and outreach materials
- Staff and volunteer training
- Stipends, internships and/or fellowships.

#### **d. Subgrantees**

Section 905(c)(7) of the Act provides that an eligible entity may enter into a contract with a subgrantee, including a non-Tribal entity, as part of its use of grant funds under this program. An eligible entity that enters into a contract (or subaward) with a subgrantee for use of grant funds received under this program shall:

- (i) before entering into the contract, after a reasonable investigation, make a determination that the subgrantee:
  - (A) is capable of carrying out the project for which grant funds will be provided in a competent manner in compliance with all applicable laws;
  - (B) has the financial capacity to meet the obligations of the project and the requirements of Section 905(c) of the Act; and
  - (C) has the technical and operational capability to carry out the project; and
- (ii) stipulate in the contract reasonable provisions for recovery of funds for nonperformance.

Applicants are reminded that, pursuant to 2 C.F.R. 200.331, a federal award recipient must make case-by-case determinations whether each agreement it enters into for the disbursement of Federal program funds casts the party receiving the funds in the role of a subrecipient or a contractor. The above due diligence requirements apply both to contracts and subawards issued by a recipient or by a subrecipient of federal award funds received pursuant to the Tribal Broadband Connectivity Program.

#### **e. Ineligible Costs for the Tribal Broadband Connectivity Program**

Ineligible costs include those costs that are unallowable pursuant to 2 C.F.R. part 200,

including under Subpart E. Ineligible costs specific to funds awarded under the Tribal Broadband Connectivity Program also include:

- **Two percent (2%) cap on administrative expenses:** Section 905(c)(6) of the Act prohibits an eligible entity from using more than two percent (2%) of grant funds received under the Tribal Broadband Connectivity Program for administrative expenses. For this purpose, the two percent limitation on administrative expenses includes the combined total of indirect costs and direct administrative costs charged to an award.<sup>10</sup> Examples of administrative expenses include costs attributable to: accounting, auditing, contracting, budgeting, and general legal services; facility occupancy costs, e.g., rent, utilities, insurance, taxes, and maintenance; general liability insurance that protects the organization (not directly related to a program); depreciation on buildings and equipment; general office supplies; and general and administrative salaries and wages.
- Funding for infrastructure that was completed prior to the grant award period. (Projects that were started but not completed or that deploy upgraded broadband infrastructure may be funded under this program, not to include costs associated with activities that occurred prior to the grant award period.)
- A profit, fee, or other incremental charge above actual cost is not an allowable cost under this program.
- Costs attributable to any other activities not authorized by the eligible use categories specified in the Act.
- Project costs that are otherwise covered by other federal or state funding.

**f. Prohibition On Use For Covered Communications Equipment Or Services.**

Pursuant to section 905(e)(4) of the Act, an eligible entity may not use grant funds received under the Tribal Broadband Connectivity Program to purchase or support any covered communications equipment or service (as defined in section 9 of the Secure and Trusted Communications Networks Act of 2019 (47 U.S.C. 1608)).

**g. Impact On Other Federal Broadband Programs.**—The use of grant funds received under the Tribal Broadband Connectivity Program by an eligible entity or subgrantee shall not impact the eligibility of, or otherwise disadvantage, the eligible entity or subgrantee with respect to participation in any other Federal broadband program.

**8. Material Representations and Public Disclosure of Applications**

All forms and supporting documents submitted as part of the complete application packet will be treated as a material representation of fact upon which NTIA will rely in awarding grants. Applicants should be aware that NTIA may make all or portions of their applications for grants

<sup>10</sup> See Frequently Asked Questions for the Office of Management and Budget’s Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR 200, p. 10 (last updated July 2017), available at <https://www.cfo.gov/wp-content/uploads/2017/08/July2017-UniformGuidanceFrequentlyAskedQuestions.pdf>.

under the Tribal Broadband Connectivity Program publicly available as required under applicable federal laws. *See* Section H.4 of this NOFO for additional information concerning the confidentiality of information contained in an application.

### **9. Amendments**

Any amendments to this NOFO will be announced through Grants.gov. Applicants may sign up on grants.gov to receive amendments by email or may request copies by e-mail from [pscr@nist.gov](mailto:pscr@nist.gov).

### **10. Other Submission Requirements**

Applications for the Tribal Broadband Connectivity Program may be submitted by any of the transmission methods described in Section D.5 of this NOFO. The below information is being provided for applicants that are submitting applications electronically through [www.grants.gov](http://www.grants.gov).

#### **a. How to Register to Apply through Grants.gov**

Read the instructions below about registering to apply for the funds available under the Tribal Broadband Connectivity Program. Applicants should read the registration instructions carefully and prepare the information requested before beginning the registration process. Reviewing and assembling the required information before beginning the registration process will alleviate last-minute searches for required information.

Organizations must have a Data Universal Numbering System (DUNS) Number, active System for Award Management (SAM) registration, and Grants.gov account to apply for grants. If individual applicants are eligible to apply for this funding opportunity, then you may begin with step 3, Create a Grants.gov Account, listed below.

Creating a Grants.gov account can be completed online in minutes, but DUNS and SAM registrations may take several weeks. Therefore, an organization's registration should be done in sufficient time to ensure it does not impact the entity's ability to meet required application submission deadlines.

Complete organization instructions can be found on Grants.gov here:

<https://www.grants.gov/web/grants/applicants/organization-registration.html>

1) *Obtain a DUNS Number:* All entities applying for funding, including renewal funding, must have a DUNS Number from Dun & Bradstreet (D&B). Applicants must enter the DUNS Number in the data entry field labeled “Organizational DUNS” on the SF-424 form. For more detailed instructions for obtaining a DUNS Number, refer to:

<https://www.grants.gov/web/grants/applicants/organization-registration/step-1-obtain-duns-number.html>

2) *Register with SAM:* All organizations applying online through Grants.gov must register with the System for Award Management (SAM). Failure to register with SAM will prevent your organization from applying through Grants.gov. SAM registration must be

renewed annually. For more detailed instructions for registering with SAM, refer to: <https://www.grants.gov/web/grants/applicants/organization-registration/step-2-register-with-sam.html>

3) *Create a Grants.gov Account*: The next step is to register an account with Grants.gov. Follow the on-screen instructions or refer to the detailed instructions here: <https://www.grants.gov/web/grants/applicants/registration.html>

4) *Add a Profile to a Grants.gov Account*: A profile in Grants.gov corresponds to a single applicant organization the user represents (*i.e.*, an applicant) or an individual applicant. If you work for or consult with multiple organizations and have a profile for each, you may log in to one Grants.gov account to access all of your grant applications. To add an organizational profile to your Grants.gov account, enter the DUNS Number for the organization in the DUNS field while adding a profile. For more detailed instructions about creating a profile on Grants.gov, refer to: <https://www.grants.gov/web/grants/applicants/registration/add-profile.html>

5) *EBiz POC Authorized Profile Roles*: After you register with Grants.gov and create an Organization Applicant Profile, the organization applicant's request for Grants.gov roles and access is sent to the EBiz POC. The EBiz POC will then log in to Grants.gov and authorize the appropriate roles, which may include the AOR role, thereby giving you permission to complete and submit applications on behalf of the organization. You will be able to submit your application online any time after you have been assigned the AOR role. For more detailed instructions about creating a profile on Grants.gov, refer to: <https://www.grants.gov/web/grants/applicants/registration/authorize-roles.html>

6) *Track Role Status*: To track your role request, refer to: <https://www.grants.gov/web/grants/applicants/registration/track-role-status.html>

*Electronic Signature*: When the complete application packet is submitted through Grants.gov, the name of the organization applicant with the AOR role that submitted the application is inserted into the signature line of the application, serving as the electronic signature. The EBiz POC **must** authorize people who are able to make legally binding commitments on behalf of the organization as a user with the AOR role; **this step is often missed and it is crucial for valid and timely submissions.**

#### **b. How to Submit an Application for the Tribal Broadband Connectivity Program via Grants.gov**

Grants.gov applicants can apply online using Workspace. Workspace is a shared, online environment where members of a grant team may simultaneously access and edit different webforms within an application.

Below is an overview of applying on Grants.gov. For access to complete instructions on how to apply for opportunities, refer to: <https://www.grants.gov/web/grants/applicants/workspace-overview.html>

1) *Create a Workspace*: Creating a workspace allows you to complete it online and route it through your organization for review before submitting.

2) *Complete a Workspace*: Add participants to the workspace to work on the application together, complete all the required forms online or by downloading PDF versions, and check for errors before submission. The Workspace progress bar will display the state of your application process as you apply. As you apply using Workspace, you may click the blue question mark icon near the upper-right corner of each page to access context-sensitive help.

a. *Adobe Reader*: If you decide not to apply by filling out webforms you can download individual PDF forms in Workspace. The individual PDF forms can be downloaded and saved to your local device storage, network drive(s), or external drives, then accessed through Adobe Reader.

NOTE: Visit the Adobe Software Compatibility page on Grants.gov to download the appropriate version of the software at:

<https://www.grants.gov/web/grants/applicants/adobe-software-compatibility.html>

b. *Mandatory Fields in Forms*: In the forms, you will note fields marked with an asterisk and a different background color. These fields are mandatory fields that must be completed to successfully submit your application.

c. *Complete SF-424 Fields First*: The forms are designed to fill in common required fields across other forms, such as the applicant name, address, and DUNS Number. Once it is completed, the information will transfer to the other forms.

3) *Submit a Workspace*: An application may be submitted through workspace by clicking the Sign and Submit button on the Manage Workspace page, under the Forms tab. Grants.gov recommends submitting your application package at least 24-48 hours prior to the close date to provide you with time to correct any potential technical issues that may disrupt the application submission.

4) *Track a Workspace Submission*: After successfully submitting a workspace application, a Grants.gov Tracking Number (GRANTXXXXXXXX) is automatically assigned to the application. The number will be listed on the Confirmation page that is generated after submission. Using the tracking number, access the Track My Application page under the Applicants tab or the Details tab in the submitted workspace.

For additional training resources, including video tutorials, refer to:

<https://www.grants.gov/web/grants/applicants/applicant-training.html>

*Applicant Support*: Grants.gov provides applicants 24/7 support via the toll-free number 1-800-518-4726 and email at [support@grants.gov](mailto:support@grants.gov). For questions related to the specific grant opportunity, contact the number listed in the application package of the grant you are applying for.

If you are experiencing difficulties with your submission, it is best to call the Grants.gov Support Center and get a ticket number. The Support Center ticket number will assist NTIA with tracking your issue and understanding background information on the issue.

### **c. Timely Receipt Requirements and Proof of Timely Submission**

*Online Submission.* Proof of timely submission is automatically recorded by Grants.gov. An electronic date/time stamp is generated within the system when the application is successfully received by Grants.gov. The applicant with the AOR role who submitted the application will receive an acknowledgement of receipt and a tracking number (GRANTXXXXXXXX) from Grants.gov with the successful transmission of their application. This applicant with the AOR role will also receive the official date/time stamp and Grants.gov Tracking number in an email serving as proof of their timely submission.

When NTIA successfully retrieves the application from Grants.gov, and acknowledges the download of submissions, Grants.gov will provide an electronic acknowledgment of receipt of the application to the email address of the applicant with the AOR role who submitted the application. Again, proof of timely submission shall be the official date and time that Grants.gov receives your application. Applications received by Grants.gov after the established due date for the program will be considered late and will not be considered for funding by NTIA.

Applicants using slow Internet, such as dial-up connections, should be aware that transmission can take some time before Grants.gov receives your application. Again, Grants.gov will provide either an error or a successfully received transmission in the form of an email sent to the applicant with the AOR role attempting to submit the application. The Grants.gov Support Center reports that some applicants end the transmission because they think that nothing is occurring during the transmission process. Please be patient and give the system time to process the application.

## **E. Application Review Information**

NTIA will conduct a three-stage review process to evaluate applications received under this grant program for an award, consisting of an Initial Administrative and Eligibility Review, Merit Review and Programmatic Review.

NTIA will evaluate applications submitted by eligible entities against objective evaluation criteria to determine whether the proposal merits an award. Applications that score highly when evaluated against the objective evaluation criteria during the Merit Review will advance to the Programmatic Review. From this pool of applications, NTIA will select awardees based on the results of the Merit and Programmatic Reviews, and by applying the Selection Factors listed in this NOFO.

### **1. Evaluation Criteria for Broadband Use and Adoption Projects**

The evaluation criteria that will be used by the Merit Reviewers to review and analyze applications for Broadband Use and Adoption Projects are grouped into three categories: (1)

Project Purpose and Benefits; (2) Project Viability; and (3) Project Budget and Sustainability. Each application will be evaluated against the following objective criteria.

**a. Project Purpose and Benefits (45 points)**

Level of Impact on Tribal land (45 points). Reviewers will assess the extent to which the project provides broadband education, awareness, training, access, equipment, and support to Native American/Alaska Native/Native Hawaiian serving anchor institutions including schools, libraries, medical and healthcare providers, tribal colleges, public housing, workforce facilities and other community support organizations serving Native American/Alaska Native/Native Hawaiian populations. Reviewers will consider the number of new Native American/Alaska Native/Native Hawaiian broadband subscribers that the project will generate and/or the number of existing Native American/Alaska Native/Native Hawaiian broadband subscribers the project will retain through the implementation of affordable broadband programs. Reviewers will assess the extent to which the project improves access to, and use of, broadband services by Native American/Alaska Native/Native Hawaiian anchor institutions to deliver telehealth, remote learning, digital inclusion and workforce development programs. Reviewers will also assess the extent to which the project stimulates the adoption and use of broadband services for telehealth (10 points), remote learning (10 points), telework (5 points), entrepreneurship (5 points), economic growth (5 points), job creation (5 points), and servicing community anchor institutions (5 points) for Native American/Alaska Native/Native Hawaiian communities.

**b. Project Viability (30 points)**

i. Operational Approach of the Proposed Project Plan (15 points). Reviewers will assess the operational aspects of the project, including the clarity and level of detail of the proposed project plan. Reviewers will examine how the project assesses the needs of Native American/Alaska Native/Native Hawaiian communities and conducts planning to facilitate online education, telehealth, digital inclusion, workforce and digital skills development for these communities.

ii. Strength of Applicant's Organizational Capability (15 points). Reviewers will assess the strength of the applicant's organizational capability necessary to undertake and complete the project. Reviewers will consider the years of experience and expertise of the project management team and the past track record of the organization and any subgrantees it proposes to use with projects of a similar size and scope, as well as the organization's and subgrantees' capacity and readiness. Reviewers will also assess the strength of the applicant's partnership and/or subrecipient strategy, including how it complements the applicant's organizational capability, as well as the project approach, feasibility, and timely completion of the proposed project. NTIA will only fund proposals where it determines that the applicant has the organizational capability necessary to carry out the project to completion.

To receive a full score in this category, the applicant must address all of the criteria in the category with distinction as well as all of the factors for which an applicant may receive additional consideration.

### **c. Project Budget and Sustainability (25 points)**

i. Reasonableness of the Budget (10 points). This criterion evaluates whether the applicant presents a budget that is both reasonable and cost efficient, considering the nature and full scope of the project. Reviewers will consider whether the applicant has demonstrated adequate and appropriate budget resources to successfully execute the proposed project activities. Reviewers will assess whether the budget detail is consistent with the allowable programmatic activities as outlined in the project narrative. Reviewers will evaluate the reasonableness of the budget based on its clarity, level of detail, comprehensiveness, appropriateness to the proposed technical and programmatic solutions, the reasonableness of its costs, and whether the allocation of funds is sufficient to complete the tasks outlined in the project plan.

ii. Sustainability of the Project (15 points). Reviewers will assess the extent to which the project builds digital skills and workforce capacity in Native American/Alaska Native/Native Hawaiian communities to enable the work initiated by the project to continue beyond the award period. Reviewers will also assess the extent to which the project gathers data and conducts evaluation of the digital inclusion and broadband adoption programs funded by the grant to determine their effectiveness and develop best practices to facilitate digital inclusion and broadband adoption in Native American/Alaska Native/Native Hawaiian communities.

To receive a full score in this category, the applicant must address all of the criteria in the category with distinction as well as all of the factors for which an applicant may receive additional consideration.

## **2. Evaluation Criteria for Broadband Infrastructure Deployment Projects**

The evaluation criteria that will be used by the Merit Reviewers to review and analyze applications for Broadband Infrastructure Deployment Projects are grouped into three categories: (1) Project Purpose and Benefits; (2) Project Viability; and (3) Project Budget and Sustainability. Each application will be evaluated against the following objective criteria.

### **a. Project Purpose and Benefits (45 points)**

i. Level of Need on the Tribal Land (35 points). Applications will be evaluated based upon the level of need for the deployment of broadband infrastructure in the proposed service area on eligible lands where tribal citizens reside. Reviewers will consider several criteria to assess the level of need and the positive impact of the project on the Native American/Alaska Native/Native Hawaiian community covered by the project. Reviewers will consider the total number of Native American/Alaska Native/Native Hawaiian households, businesses, and community anchor institutions that lack access to qualifying broadband service at or above 25/3. Reviewers will consider the total number of Native American/Alaska Native/Native Hawaiian households and Community Anchor Institutions that do not have Internet access. Reviewers will consider the total number of Native American/Alaska Native/Native Hawaiian households, businesses, and Community Anchor Institutions that will be



connected to a network providing broadband service at a minimum speed of 25/3 and the number of Native American/Alaska Native/Native Hawaiian households, businesses, and Community Anchor Institutions that will be connected at speeds higher than 25/3. Applications that propose to connect 100% of unserved households, businesses and Community Anchor Institutions in the service area will receive 20 points. Projects to deploy middle mile networks must prioritize connecting with last mile networks serving unserved households and substantiate the incremental value to the last mile connection to the middle mile network, including, increased network capacity for last mile circuits, increased network performance, and lower costs that are passed onto end users, as well as identify potential or partnered last mile networks that could or would leverage the middle mile network, in the proposed service area to receive points in this category.

Reviewers will consider the percentage of total Native American/Alaska Native/Native Hawaiian households that are below 150% of the poverty line applicable to the average family size represented on the particular Tribal Land in the lower 48 states, Alaska and Hawaii (utilizing HHS Poverty Guidelines). Reviewers will assign 15 points for those applications covering 100% of Native American/Alaska Native/Native Hawaiian households that are below 150% of the poverty line applicable to the average family size represented on the particular Tribal Land covered by the project in the lower 48 states, Alaska and Hawaii (utilizing HHS Poverty Guidelines); 10 points for those applications covering 75% but less than 100% of Native American/Alaska Native/Native Hawaiian households that are below 150% of the poverty line applicable to the average family size represented on the particular Tribal Land covered by the project in the lower 48 states, Alaska and Hawaii (utilizing HHS Poverty Guidelines); and 5 points for those applications covering 50% but less than 75% of Native American/Alaska Native/Native Hawaiian households that are below 150% of the poverty line applicable to the average family size represented on the particular Tribal Land covered by the project in the lower 48 states, Alaska and Hawaii (utilizing HHS Poverty Guidelines).

Reviewers will consider the total number of jobs and subset of jobs estimated to be created for Native American/Alaska Native/Native Hawaiian individuals because of the project and those jobs and services that comply with Tribal Employment Rights Ordinances.

ii. Affordability of Services Offered (10 points). Applications will be evaluated on the pricing of the broadband services offered compared to existing broadband services in the proposed service area or based on nationwide averages. Applicants should demonstrate that this pricing is competitive and affordable to their target markets.

To receive a full score in this category, the applicant must address all of the criteria in the category with distinction as well as all of the factors for which an applicant may receive additional consideration.

#### **b. Project Viability (30 points)**

i. Technical Approach and Related Network Planning, Capacity and Performance (20 points). Reviewers will evaluate the strength, comprehensiveness and appropriateness of the project's technical approach and the clarity, level of detail, and cost-effectiveness of the network system design. Reviewers will assess the appropriateness of the technology solution, elements, and design to meet the level of infrastructure needs on Tribal Lands, including the technical

and/or capacity infrastructure requirements for last-mile deployments as well as non-last-mile network infrastructure, *e.g.*, middle mile networks, backhaul to Internet Points of Presence, submarine cable systems and access to submarine cable system elements. Reviewers will also consider the reasonableness and specificity of the overall project plan, including cost effectiveness (*e.g.*, costs for single network and economies of scale for consortiums), service capacity, timeframes for construction, and scalability. Those networks that propose a design that can be scaled to accommodate commercial grade equipment and speeds will receive 2 points. Reviewers will favorably review proposals for broadband construction projects that are capable of completion within the one-year award period set forth in the Act. In assigning weight to this factor, reviewers will, however, take into account the geographic location of the proposed project, any limitations on the time period available for construction and whether the applicant is requesting an extension of time to complete the proposed broadband infrastructure deployment project(s). Reviewers may award up to 5 points in evaluating the factors described in this section.

Applications will be evaluated on the proposed technological solution and the ability of the proposed network to provide sufficient capacity, as well as scalability, to meet the needs of the Native American/Alaska Native/Native Hawaiian businesses, households, and community anchor institutions on the Tribal Land covered by the project. Proposed networks delivering end-user speeds at 25/3 will receive 3 points. Networks delivering end-user speeds at speeds higher than 25/3 and below 100/20 will receive 7 points. Networks delivering end-user speeds of 100 Mbps download and 20 Mbps upload will receive 9 points. Networks delivering end-user speeds of 1000 Mbps speeds will receive 10 points. Proposed networks with high latency will be viewed less favorably. However, reviewers will consider the extent to which a proposed technological solution with or without higher latency offers the only viable service option given the characteristics of the proposed service area.

If an applicant is not at the stage where it can submit a construction proposal, reviewers will consider eligible projects, such as engineering, planning/feasibility/sustainability studies as a part of the necessary steps to develop a technological solution. Reviewers will give additional consideration to applications that include workforce training for Native American/Alaska Native/Native Hawaiian communities as a component of the network planning project.

ii. Strength of Applicant's Organizational Capability (10 points). Reviewers will assess the strength of the applicant's organizational capability necessary to undertake and complete the project. Reviewers will consider the years of experience and expertise of the project management team and the past track record of the organization and any subgrantees it proposes to use with projects of a similar size and scope, as well as the organization's and subgrantees' capacity and readiness. Reviewers will also assess the strength of the applicant's partnership and/or subrecipient strategy, including how it complements the applicant's organizational capability, as well as the project approach, feasibility, and timely completion of the proposed project. NTIA will only fund proposals where it determines that the applicant has the organizational capability necessary to carry out the project to completion.

To receive a full score in this category, the applicant must address all of the criteria in the category with distinction as well as all of the factors for which an applicant may receive additional consideration.

### **c. Project Budget and Sustainability (25 points)**

i. Reasonableness of the Budget (10 points). This criterion evaluates whether the applicant presents a budget that is both reasonable and cost efficient, considering the nature and full scope of the project. Reviewers will consider whether the applicant has demonstrated adequate and appropriate budget resources to successfully execute the proposed project activities. Reviewers will assess whether the budget detail is consistent with the allowable programmatic activities as outlined in the project narrative. Reviewers will evaluate the reasonableness of the budget based on its clarity, level of detail, comprehensiveness, appropriateness to the proposed technical and programmatic solutions, the reasonableness of its costs, and whether the allocation of funds is sufficient to complete the tasks outlined in the project plan.

ii. Sustainability of the Project (15 points). Applicants must convincingly demonstrate the ability of the project to be sustained beyond the award period. Reviewers will consider the reasonableness of the applicant's plan for long-term network sustainability, including revenue, operating expenses, working capital, and equipment replacement funding. Reviewers will consider business plans, market projections, third-party funding commitments and other data as may be appropriate to the nature of the applicant and the proposed project. Reviewers will consider demonstrations of community commitments or anchor tenant commitments that would help promote sustainability. Reviewers may award up to 7 points in evaluating the factors described in this section. Project plans that describe the ability to scale and integrate evolving advanced services over time (such as interoperable interfaces for fifth generation wireless (5G) or by deploying fiber) will receive up to 8 points.

To receive a full score in this category, the applicant must address all of the criteria in the category with distinction as well as all of the factors for which an applicant may receive additional consideration.

## **3. Review Process for the Tribal Broadband Connectivity Program**

The review process will be divided into three stages as outlined below:

### **a. Initial Administrative and Eligibility Review of Applications**

NTIA will conduct an initial review of timely received applications submitted in response to the NOFO to determine eligibility, completeness and responsiveness to the programmatic requirements of the Tribal Broadband Connectivity Program, including a review of the project narrative, project budget, supplemental project narrative, and supplemental budget. Applications submitted by anyone other than an eligible applicant will be eliminated from further review. NTIA may continue the initial administrative review process for an application that is timely submitted by an eligible applicant, but that is missing certain documentation required by this

NOFO, and will request missing or incomplete information from the applicant as needed. The applicant will have seven (7) calendar days to submit materials responsive to the feedback provided by NTIA, unless this period is extended by NTIA. Pursuant to section 905(e)(2)(B) of the Act, an eligible applicant's failure to remedy deficiencies in a timely manner may result in NTIA's denial of an application.

### **b. Merit Review**

Applications satisfying the Initial Administrative and Eligibility Review will be reviewed by at least two objective reviewers who have demonstrated expertise in the programmatic aspects of the Tribal Broadband Connectivity Program. They may be federal employees or non-federal persons. During the review process, the reviewers may discuss the applications with each other, but scores will be determined on an individual basis. As applicable, reviewers will be required to sign and submit a nondisclosure and confidentiality form pertaining to the dissemination of confidential information and to potential financial and other conflicts of interest.

Reviewers will evaluate applications according to the evaluation criteria provided in Section E.1 of this NOFO and independently score each application based on a scale of 0-100. Reviewers will evaluate applications for Broadband Infrastructure Deployment Projects and Broadband Use and Adoption projects submitted by the same applicant under the criteria applicable to each type of project and independently score each application based on a scale of 0-100.

In response to reviewer feedback, NTIA may seek additional clarifying information or corroborating documentation from an applicant during the course of a merit review and may suggest revisions be made to an application to resolve perceived material programmatic or financial weaknesses or deficiencies. In such cases, NTIA will review the feedback from the Merit Reviewers, and will contact the applicant and provide the applicant with an opportunity to respond to the Merit Review feedback. The applicant will have fourteen (14) calendar days to respond to the reviewer feedback, unless this time period is extended by NTIA. Pursuant to section 905(e)(2)(B) of the Act, an eligible applicant's failure to remedy application deficiencies in a timely and constructive manner may result in NTIA's denial of the application.

Based on an average of the reviewers' scores, applications will be assigned adjectival ratings for each priority group in accordance with the following scale:

Qualified for Funding – (70-100 points)

Unqualified for Funding – (0-69 points)

NTIA may use its sole discretion to terminate the Merit Review revision process for an applicant if, after multiple opportunities to respond to Merit Review feedback, NTIA determines that the applicant is not sufficiently responding to requests for additional information or remedying application deficiencies.

### **c. Programmatic Review**

NTIA Program Staff will review applications determined to be qualified for funding during the Merit Review process for conformity with programmatic objectives, requirements, and priorities. During Programmatic Review, NTIA may ask applicants to submit additional information, as appropriate, to clarify or to further substantiate the representations made in their applications. Applicants will have ten (10) calendar days to submit information responsive to the feedback provided by NTIA, unless this time period is extended by NTIA. NTIA Program Staff will review the supplemental information, along with all information submitted with the application, to confirm eligibility and evaluate the applications with respect to the requirements and priorities of the Tribal Broadband Connectivity Program.

NTIA will consult with the Commission (as defined in Section A.2 of this NOFO) to avoid any duplication of funding. NTIA may give favorable consideration to certification by Tribes regarding coverage when Commission data conflicts with Tribal data. In areas where there is the potential duplication of funding with unconstructed projects that would provide qualifying broadband service or higher capacity to unserved areas, Tribal Governments should indicate if they have authorized and/or commenced the use of the other funding on Tribal Lands, and if they have not, funding may still be eligible through the Tribal Broadband Connectivity Program.

Applicants whose supporting documents are not complete, accurate and timely submitted or who do not adequately substantiate the representations in their applications may be denied.

NTIA reserves the right at any time during the Merit and Programmatic Review processes to negotiate with the applicant relative to specific modifications to the application, including but not limited to the resolution of any differences that may exist between the applicant's original request and NTIA's determination of eligible service areas and eligible costs. Upon completion of the Programmatic Review, NTIA Program Staff will summarize their analysis for each application reviewed.

#### **4. Selection Factors and Selection Process**

The Assistant Secretary of Commerce for Communications and Information, or their designee, will serve as the Selecting Official for the Tribal Broadband Connectivity Program.

As set forth in section 905(e)(2)(B)(ii) of the Act, the Assistant Secretary may deny an application submitted under the Tribal Broadband Connectivity Program only if the Assistant Secretary provides the applicant an opportunity to cure any defects in the application; and after receiving the opportunity to cure any defects in the application, the applicant still fails to meet the requirements of these grant programs. The multiple opportunities described in Section E.3 of this NOFO for an applicant to remedy any deficiencies with its application satisfy this requirement.

The Associate Administrator for the Office of Telecommunications and Information Applications (OTIA Associate Administrator) will prepare and present a package or packages of recommended grant awards to the Selecting Official for review and approval. The OTIA Associate Administrator's recommendations will consider the following selection factors:

1. The scores and technical comments of the objective expert reviewers during Merit Review;
2. The analysis of NTIA Program Staff during Programmatic Review;
3. Satisfaction of the statutory purposes and the overall goals and objectives of the Tribal Broadband Connectivity Program;
4. Whether, and the extent to which, the applicant proposes to incorporate strong labor protections, consistent with Tribal law into the performance of the construction project, including paying prevailing wages;
5. The extent to which the infrastructure investment is necessary to provide qualifying broadband service in the proposed service area and is unlikely to be made using private sources of funds;
6. Avoidance of duplication with the initiatives of other federal agencies, including Department of Agriculture loan and grant programs for broadband services, applicable universal service programs authorized by the Federal Communications Commission; and
7. The availability of funds and the equitable distribution of funds as required by section 905(c)(3)(A) of the Act.

The Assistant Secretary will generally select and recommend applications for funding based on the recommendations from the OTIA Associate Administrator. As the Selecting Official, the Assistant Secretary retains discretion to select and recommend an application for funding that was not recommended by the OTIA Associate Administrator based on one of the selection factors enumerated above and/or not to select an application that was recommended for funding by the Associate Administrator. The Assistant Secretary will submit the applications recommended for funding, along with the bases for the selection decisions, to the National Oceanic and Atmospheric Administration (NOAA) Grants Officer, who serves as the Grants Officer for the Tribal Broadband Connectivity Program. The final approval of selected applications and the issuance of awards will be made by the NOAA Grants Officer. The award decisions of the NOAA Grants Officer are final.

Awards will be made on a rolling basis subject to the availability of funds. Unsuccessful applicants will be notified in writing.

### **5. Federal Awarding Agency Review of Risk Posed by Applicants**

After applications are proposed for funding by the Selecting Official, the National Oceanic and Atmospheric Administration (NOAA) Grants Management Division will perform pre-award risk assessments in accordance with 2 C.F.R. § 200.206, which may include a review of the financial stability of an applicant, the quality of the applicant's management systems, the history of performance, reports and findings from audits, and/or the applicant's ability to effectively implement statutory, regulatory, or other requirements imposed on non-federal entities. In

addition, prior to making an award where the total federal share is expected to exceed the simplified acquisition threshold (currently \$250,000), the NOAA Grants Management Division will review and consider the non-publicly available information about that applicant in the Federal Awardee Performance and Integrity Information System (FAPIIS). Upon completion of the pre-award risk assessment, the NOAA Grants Management Division will determine whether the applicant is qualified to receive the award and, if so, whether appropriate specific award conditions that correspond to the degree of risk posed by the applicant should be applied to the award.

## **6. Anticipated Announcement and Award Dates**

NTIA expects to complete its review, selection of successful applicants, and award processing by **November 29, 2021**. NTIA expects the earliest start date for awards under this NOFO to be **December 13, 2021**.

## **F. Federal Award Administration Information**

### **1. Federal Award Notices**

A grants officer from the NOAA Grants Office will serve as the Grants Officer for awards issued pursuant to this NOFO. Applicants will be notified in writing by the NOAA Grants Officer if their application is selected for an award. If the application is selected for funding, the NOAA Grants Officer will issue the grant award (Form CD-450), which is the authorizing financial assistance award document. By signing the Form CD-450, the recipient agrees to comply with all award provisions, terms, and conditions.

If an applicant is awarded funding, neither NTIA nor NOAA is under any obligation to provide any additional future funding in connection with that award or to make any future award(s). Amendment of an award to extend the period of performance is at the discretion of NTIA and the NOAA Grants Officer in accordance with the requirements and limitations contained in the Act.

### **2. Notification to Unsuccessful Applicants.**

Unsuccessful applicants will be notified by e-mail and will have the opportunity to receive a debriefing after the opportunity is officially closed. Applicants must request within 10 business days of the email notification to receive a debrief from NTIA. NTIA will then work with the unsuccessful applicant in arranging a date and time of the debrief.

### **3. Retention of Unsuccessful Applications.**

Unsuccessful applications will be retained in accordance with NTIA record keeping requirements.

### **4. Administrative and National Policy Requirements**

Grant recipients will comply with applicable statutes and regulations, including but not limited to:

- **Uniform Administrative Requirements, Cost Principles and Audit Requirements.** Through 2 C.F.R. § 1327.101, the Department of Commerce adopted Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. Part 200, which apply to awards in this program. Refer to <http://go.usa.gov/SBYh> and <http://go.usa.gov/SBg4>.
- **Department of Commerce Financial Assistance Standard Terms and Conditions.** The Department of Commerce will apply to each award in this program, the Financial Assistance Standard Terms and Conditions in effect on the date of award. The current version, dated November 12, 2020, is accessible at [Department of Commerce Financial Assistance Standard Terms and Conditions](#). Refer to Section VII of this NOFO, Federal Awarding Agency Contacts, Grant Rules and Regulations, if you need more information.
- **Pre-Award Notification Requirements.** The Department of Commerce will apply the Pre-Award Notification Requirements for Grants and Cooperative Agreements dated December 30, 2014 (79 FR 78390), accessible at <http://go.usa.gov/hKkR>. Refer to Section G. of this NOFO, Federal Awarding Agency Contacts, Grant Rules and Regulations, for more information.
- **Environmental and National Historical Preservation Requirements.** Awarding agencies are required to analyze the potential environmental impacts, as required by the National Environmental Policy Act (NEPA) (42 U.S.C. 4321 *et seq.*) and the National Historic Preservation Act (NHPA) (54 U.S.C. 300101 *et seq.*) for applicant proposals and awardee projects seeking funding under the Tribal Broadband Connectivity Program. Applicants with projects containing construction and/or ground disturbing activities are required to submit all required environmental documentation with their application package or describe in their project narrative the physical project location and include photographs, as described above, and how they will comply with applicable environmental and national historical preservation requirements. It is the applicant's responsibility to obtain all necessary federal, state, and local governmental permits and approvals necessary for the proposed work to be conducted. Applicants are expected to design their projects so that they minimize the potential for adverse impacts on the environment. Applicants also will be required to cooperate with NTIA in identifying feasible measures to reduce or avoid any identified adverse environmental impacts of their proposed projects. The failure to do so may be grounds for not making an award. Applications will be reviewed to ensure that they contain sufficient information to allow agency staff to conduct a NEPA analysis so that appropriate NEPA documentation can be submitted to NTIA, along with the recommendation for funding of the selected applications. If additional information is required after an application is accepted for funding, funds can be withheld by NTIA under a special award condition requiring the awardee to submit additional environmental compliance information sufficient for the agency to make an assessment of any impacts that a project may have on the environment.



- **Property Trust Relationship and Public Notice Filings for Grant-Acquired Property.** In accordance with 2 C.F.R. 200.316, real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the recipient or subrecipient as trustee for the beneficiaries of the project or program under which the property was acquired or improved. In this connection, NTIA may require the non-Federal entity to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with a Federal award and that use and disposition conditions apply to the property. Awards issued pursuant to this NOFO may contain specific award conditions pertaining to the use and disposition of grant-acquired property and to a requirement that the recipient or subrecipient file certain public notices (*e.g.*, UCC-1, Covenant of Purpose, Use and Ownership, etc.) with respect to grant-acquired property.
- Tribal Laws including Tribal Employment Rights Ordinance, Environmental Protections Ordinances, and other applicable Tribal laws enacted by the Tribal Government.
- The Davis Bacon Act is not applicable to the Tribal Broadband Connectivity Program; thus, Tribes may use their Tribal Force Account Wage Rates in lieu of Davis Bacon Wage Rates.
- **Open Network Requirements.** NTIA will require a recipient receiving funds to deploy broadband infrastructure under this grant program to make the network open for interconnection with other broadband service providers. The requirement to interconnect will apply to applicants that deploy middle mile networks or submarine cable landing stations and not last mile networks. Awards issued pursuant to this NOFO may contain a specific award condition imposing a requirement to comply with NTIA’s open network requirements, which allows all other carriers to interconnect with these networks on fair and non-discriminatory terms and conditions. Such specific award condition may include the following:

  - **Interconnection:** Recipients shall allow interconnection to grant-funded facilities at any technically feasible point along the network (without exceeding current or reasonably anticipated capacity limitations). This duty includes, at a minimum, the physical interconnection of the recipient’s facilities to a requesting party’s facilities for the exchange of traffic. In addition, recipients shall connect to the public Internet directly or indirectly and provide requesting parties with an ability to connect to the Internet. Rates and terms for interconnection shall be reasonable and nondiscriminatory.
  - **Negotiate in Good Faith:** Recipients shall negotiate in good faith with all requesting parties (*i.e.*, public, private, non-profit, or other parties) making a bona fide request for interconnection or wholesale services.
  - **Wholesale Broadband Service:** NTIA encourages recipients to offer wholesale broadband service at rates and terms that are reasonable and nondiscriminatory.
- **Domestic Preference for Procurements (Buy American).** Pursuant to 2 C.F.R. 200.322, a non-Federal entity should, to the greatest extent practicable under a Federal

award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products pursuant to this program.

- **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** Pursuant to 2 C.F.R. 200.321, a non-Federal entity must take all necessary affirmative steps (as described in 2 C.F.R. 200.321) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

## 5. Reporting

**a. Reporting Requirements.** The following reporting requirements described in Sections A.01, Reporting Requirements, of the

[Department of Commerce Financial Assistance Standard Terms and Conditions dated November 12, 2020](#), apply to awards in this program:

- 1) **Financial Reports.** Each award recipient will be required to submit an SF-425, Federal Financial Report on a semi-annual basis for the periods ending March 31 and September 30 of each year. Reports will be due within 30 days after the end of the reporting period to the NTIA Federal Program Officer, Grants Officer and Grants Specialist named in the award documents. A final financial report is due within 120 days after the end of the project period.
- 2) **Performance (Technical) Reports.** Each award recipient will be required to submit a technical progress report to the NTIA Federal Program Officer, Grants Officer and Grants Specialist named in the award documents on a semi-annual basis for the periods ending March 31 and September 30 of each year. Reports will be due within 30 days after the end of the reporting period. Technical progress reports shall contain information as prescribed in 2 C.F.R. § 200.329 (<http://go.usa.gov/xkVgP>) and [Department of Commerce Financial Assistance Standard Terms and Conditions dated November 12, 2020](#) Section A.01.

**b. Annual Report.** Not later than one year after receiving grant funds under the Tribal Broadband Connectivity Program, and annually thereafter until the funds have been expended, an eligible entity shall submit to the Assistant Secretary (via email to the NTIA Federal Program Officer listed in the recipient's award documents) a report, with respect to the one-year period immediately preceding the report date, that:

- (i) describes how the eligible entity expended the funds;
- (ii) certifies that the eligible entity complied with the requirements of the Act and the Tribal Broadband Connectivity Program, including:
  - (I) a description of each service provided with the grant funds; and

(II) the number of locations or geographic areas at which broadband service was provided using the grant funds; and

(iii) identifies each subgrantee that received a subgrant from the eligible entity and a description of the specific project for which grant funds were provided.

**c. Provision of Information To FCC And USDA.** The Assistant Secretary will provide the information collected under Section F.5 of this NOFO to the Commission and to the Department of Agriculture to be used when determining whether to award funds for the deployment of broadband under any program administered by those agencies. *See* section 905(f)(1)(B) of the Act.

**d. Transmission of Reports To Congress.** Not later than five days after receiving an Annual Report from an eligible entity under the Tribal Broadband Connectivity Program, the Assistant Secretary will transmit the report to the Committee on Commerce, Science, and Transportation of the Senate and the Committee on Energy and Commerce of the House of Representatives.

**e. Recipient Integrity and Performance Matters**

In accordance with section 872 of Public Law 110-417 (as amended; *see* 41 U.S.C. § 2313), if the total value of a recipient's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of an award made under this NOFO, then the recipient shall be subject to the requirements specified in Appendix XII to 2 C.F.R. Part 200,<sup>11</sup> for maintaining the currency of information reported to SAM that is made available in the Federal Awardee Performance and Integrity Information System (FAPIS) about certain civil, criminal, or administrative proceedings involving the recipient.

**f. Audit Requirements**

2 C.F.R. Part 200 Subpart F, adopted by the Department of Commerce through 2 C.F.R. § 1327.101 requires any non-federal entity (*e.g.*, non-profit institutions of higher education and other non-profit organizations) that expends federal awards of \$750,000 or more in the recipient's fiscal year to conduct a single or program-specific audit in accordance with the requirements set out in the Subpart. Additionally, unless otherwise specified in the terms and conditions of the award, entities that are not subject to Subpart F of 2 C.F.R. Part 200 (*e.g.*, commercial entities) that expend \$750,000 or more in DOC funds during their fiscal year must submit to the Grants Officer either: (i) a financial related audit of each DOC award or subaward in accordance with Generally Accepted Government Auditing Standards; or (ii) a project specific audit for each award or subaward in accordance with the requirements contained in 2 C.F.R. §

<sup>11</sup> *See* 2 C.F.R. Part 200, Appendix XII, available at <http://go.usa.gov/cTBwC>.

200.507. Applicants are reminded that NTIA, the Department of Commerce Office of Inspector General, or another authorized federal agency may conduct an audit of an award at any time.

### **g. Federal Funding Accountability and Transparency Act of 2006**

In accordance with 2 C.F.R. Part 170, all recipients of a federal award made on or after October 1, 2010, are required to comply with reporting requirements under the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. No. 109-282). In general, all recipients are responsible for reporting sub-awards of \$25,000 or more. In addition, recipients that meet certain criteria are responsible for reporting executive compensation. Applicants must ensure they have the necessary processes and systems in place to comply with the reporting requirements should they receive funding.<sup>12</sup>

### **G. Federal Awarding Agency Contact(s)**

#### **1. Please direct programmatic inquiries to:**

Adam Geisler  
National Tribal Government Liaison  
Office of Telecommunications and Information Applications  
National Telecommunications and Information Administration  
U.S. Department of Commerce  
1401 Constitution Avenue, NW, Room 4887  
Washington, DC 20230  
Phone: (202) 631-1188  
Email: [adam.geisler@firstnet.gov](mailto:adam.geisler@firstnet.gov)

#### **2. Please direct grant management inquiries to:**

Nicola Bell  
National Oceanic and Atmospheric Administration  
Grants Management Division  
1325 East West Highway, Room 9340, (SSMC2)  
Silver Spring, MD 20910-3282  
Phone: (301) 628-1328  
Email: [Nicola.Bell@noaa.gov](mailto:Nicola.Bell@noaa.gov)

#### **3. Please direct media inquiries to:**

Stephen F. Yusko  
Public Affairs Specialist  
Office of Public Affairs  
National Telecommunications and Information Administration  
U.S. Department of Commerce

<sup>12</sup> See OMB, Requirements for Federal Funding Accountability and Transparency Act Implementation, Interim final guidance to agencies with opportunity to comment, 75 FR 55663 (Sept. 14, 2010), available at <http://go.usa.gov/hKnQ>.

1401 Constitution Avenue NW, Room 4897  
Washington, DC 20230  
Phone: (202) 482-7002  
Email: [press@ntia.doc.gov](mailto:press@ntia.doc.gov)

## H. Other Information

**1. Protected and Proprietary Information.** The applicant acknowledges and understands that information and data contained in applications for financial assistance, as well as information and data contained in financial, performance, and other reports submitted by applicants, may be used by NTIA in conducting reviews and evaluations of its financial assistance programs. For this purpose, applicant information and data may be accessed, reviewed, and evaluated by NTIA' employees, other federal employees, federal agents and contractors, and/or by non-federal personnel, all of whom enter into appropriate confidentiality and nondisclosure agreements covering the use of such information. As may be provided in the terms and conditions of a specific financial assistance award, applicants are expected to support program reviews and evaluations by submitting required financial and performance information and data in an accurate and timely manner, and by cooperation with NTIA and external program evaluators. In accordance with 2 C.F.R. § 200.303(e), applicants are reminded that they must take reasonable measures to safeguard protected personally identifiable information and other confidential, cultural, or sensitive personal or business information created or obtained in connection with a Department of Commerce financial assistance award.

NTIA will protect confidential and proprietary information from public disclosure to the extent authorized by applicable law, including the Freedom of Information Act (FOIA), as amended (5 U.S.C. 552), the Trade Secrets Act, as amended (18 U.S.C. 1905), and the Economic Espionage Act of 1996 (18 U.S.C. 1831 *et seq.*). Applications submitted in response to this NOFO may be subject to requests for release under the FOIA. In the event that an application contains information or data that the applicant deems to be confidential cultural or commercial information that is exempt from disclosure under FOIA, that information should be identified, bracketed, and marked as Privileged, Confidential, Cultural, Commercial or Financial Information. Based on these markings, the confidentiality of the contents of those pages will be protected to the extent permitted by law.

Additionally, some of the information submitted in the course of applying for funding under this program, or provided in the course of its grant management activities, may be considered law enforcement sensitive or otherwise important to national security interests. This may include threat, risk, and needs assessment information, and discussions of demographics, transportation, public works, and industrial and public health infrastructures. While this information under federal control is subject to request made pursuant to the FOIA, 5 U.S.C. 552, all determinations concerning the release of information of this nature are made on a case-by-case basis and may fall within one or more of the available exemptions under the FOIA. The applicant is encouraged to consult its own state and local laws and regulations regarding the release of information, which should be considered when reporting sensitive matters in the grant application. The applicant may consult with NTIA regarding concerns or questions about the

release of information under state and local laws. The applicant should be familiar with the regulations governing Protected Critical Infrastructure Information (6 C.F.R. Part 29) and Sensitive Security Information (49 C.F.R. Part 1520), as these designations may provide additional protection to certain classes of homeland security information.

**2. Funding Availability and Limitation of Liability.** Funding for the program listed in this NOFO is contingent upon the availability of appropriations. In no event will NTIA, NOAA or the Department of Commerce be responsible for application preparation costs, including, but not limited to, if the program fails to receive funding or is cancelled because of agency priorities. Publication of this NOFO does not obligate NTIA, NOAA or the Department of Commerce to award any specific project or to obligate any available funds. NTIA will fund only projects that are deemed likely to achieve the Tribal Broadband Connectivity Program’s goals and for which funds are available.

**3. Third Party Beneficiaries.** The Tribal Broadband Connectivity Program is a discretionary grant program that is not intended to and does not create any rights enforceable by third party beneficiaries.

**4. Waiver Authority.** It is the general intent of NTIA not to waive any of the provisions set forth in this NOFO. However, under extraordinary circumstances and when it is in the best interest of the federal government, NTIA, upon its own initiative or when requested, may waive the provisions in this NOFO. Waivers may only be granted for requirements that are discretionary and not mandated by statute or other applicable law. Any request for a waiver must set forth the extraordinary circumstances for the request.

**5. Paperwork Reduction Act.** This NOFO contains an information collection requirement subject to the Paperwork Reduction Act (PRA) (44 U.S.C. 3501 *et seq.*). The PRA requires each federal agency to seek and obtain OMB approval before collecting information from the public. Federal agencies may not collect information unless it displays a currently valid OMB control number. NTIA will use Standard Forms 424 (Application for Federal Assistance), 424A (Budget Information for Non-Construction Programs), 424B (Assurances for Non-Construction Programs), 424C (Budget Information for Construction Programs), 424D (Assurances for Construction Programs), 425 (Federal Financial Report), and SF-LLL (Disclosure for Lobbying Activities) under the respective control numbers 4040-0004, 4040-0006, 4040-0007, 4040-0008, 4040-0009, 4040-0014, and 4040-0013.

**6. Transparency, Accountability, And Oversight Required.** The Assistant Secretary has adopted measures, including audit requirements, to implement the Tribal Broadband Connectivity Program that:

- a. ensure sufficient transparency, accountability, and oversight to provide the public with information regarding the award and use of grant funds under the Tribal Broadband Connectivity Program;
- b. ensure that a recipient of a grant under the Tribal Broadband Connectivity Program uses the grant funds in compliance with the requirements of Section 905 of the Act, this NOFO and the overall purpose of the Tribal Broadband Connectivity Program; and
- c. deter waste, fraud, and abuse of grant funds.

**7. Unauthorized Use Of Funds.** To the extent that the Assistant Secretary or the Inspector General of the Department determines that an eligible entity has expended grant funds received under the Tribal Broadband Connectivity Program in violation of Section 905 of the Act, the Assistant Secretary will recover the amount of funds that were so expended. *See* Section 905(e)(5) of the Act.

## ***EMPLOYMENT CONTRACT***

This Employment Contract (this "Contract") is made effective as of August 23, 2021, by and between Organized Village of Saxman of Route 2 Box 2, Ketchikan, Alaska, 99901 and \_\_\_\_\_ of \_\_\_\_\_, Ketchikan, Alaska, 99901.

- A. Organized Village of Saxman is engaged in the business of Tribal Administration. \_\_\_\_\_ will primarily perform the job duties at the following location: 2706 S. Tongass Hwy, Saxman, Alaska.
- B. Organized Village of Saxman desires to have the services of \_\_\_\_\_.
- C. \_\_\_\_\_ is an at will employee of Organized Village of Saxman. Either party is able to terminate the employment agreement at any time.

Therefore, the parties agree as follows:

**1. EMPLOYMENT.** Organized Village of Saxman shall employ \_\_\_\_\_ as a(n) Facility Custodian. \_\_\_\_\_ shall provide to Organized Village of Saxman the services described on the attached Exhibit A, which is made a part of this Contract by this reference. \_\_\_\_\_ accepts and agrees to such employment, and agrees to be subject to the general supervision, advice and direction of Organized Village of Saxman and Organized Village of Saxman's supervisory personnel.

**2. BEST EFFORTS OF EMPLOYEE.** \_\_\_\_\_ agrees to perform faithfully, industriously, and to the best of \_\_\_\_\_'s ability, experience, and talents, all of the duties that may be required by the express and implicit terms of this Contract, to the reasonable satisfaction of Organized Village of Saxman. Such duties shall be provided at such place(s) as the needs, business, or opportunities of Organized Village of Saxman may require from time to time.

**3. COMPENSATION OF EMPLOYEE.** As compensation for the services provided by \_\_\_\_\_ under this Contract, Organized Village of Saxman will pay \_\_\_\_\_ per \_\_\_\_\_. This amount shall be paid in accordance with Organized Village of Saxman's usual payroll procedures and subject to applicable federal, state, and local withholding. Upon termination of this Contract, payments under this paragraph shall cease; provided, however, that \_\_\_\_\_ shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which \_\_\_\_\_ has not yet been paid, and for any commission earned in accordance with Organized Village of Saxman's customary procedures, if applicable. This section of the Contract is included only for accounting and payroll purposes and should not be construed as establishing a minimum or definite term of employment.



**4. EXPENSE REIMBURSEMENT.** Organized Village of Saxman will reimburse \_\_\_\_\_ for "out-of-pocket" expenses incurred by \_\_\_\_\_ in accordance with Organized Village of Saxman's policies in effect from time to time.

**5. RECOMMENDATIONS FOR IMPROVING OPERATIONS.** \_\_\_\_\_ shall provide Organized Village of Saxman with all information, suggestions, and recommendations regarding Organized Village of Saxman's business, of which \_\_\_\_\_ has knowledge, that will be of benefit to Organized Village of Saxman.

**6. EMPLOYEE'S INABILITY TO CONTRACT FOR EMPLOYER.**

\_\_\_\_\_ shall not have the right to make any contracts or commitments for or on behalf of Organized Village of Saxman without first obtaining the express written consent of Organized Village of Saxman.

**7. TERM/TERMINATION.** \_\_\_\_\_'s employment under this Contract shall be for an unspecified term on an "at will" basis. This Contract may be terminated by Organized Village of Saxman upon 2 weeks written notice, and by \_\_\_\_\_ upon 2 weeks written notice. If \_\_\_\_\_ is in violation of this Contract, Organized Village of Saxman may terminate employment without notice and with compensation to \_\_\_\_\_ only to the date of such termination. The compensation paid under this Contract shall be \_\_\_\_\_'s exclusive remedy.

**8. COMPLIANCE WITH EMPLOYER'S RULES.** \_\_\_\_\_ agrees to comply with all of the rules and regulations of Organized Village of Saxman.

**9. RETURN OF PROPERTY.** Upon termination of this Contract, \_\_\_\_\_ shall deliver to Organized Village of Saxman all property which is Organized Village of Saxman's property or related to Organized Village of Saxman's business (including keys, records, notes, data, memoranda, models, and equipment) that is in \_\_\_\_\_'s possession or under \_\_\_\_\_'s control. Such obligation shall be governed by any separate confidentiality or proprietary rights agreement signed by \_\_\_\_\_.

**10. NOTICES.** All notices required or permitted under this Contract shall be in writing and shall be deemed delivered when delivered in person or on the third day after being deposited in the United States mail, postage paid, addressed as follows:

Employer:

Organized Village of Saxman  
Tribal Administrator  
Route 2 Box 2  
Ketchikan, Alaska 99901

Employee:

\_\_\_\_\_  
\_\_\_\_\_  
Ketchikan, Alaska 99901

Such addresses may be changed from time to time by either party by providing written notice in the manner set forth above.

**11. ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Contract supersedes any prior written or oral agreements between the parties.

**12. AMENDMENT.** This Contract may be modified or amended, if the amendment is made in writing and is signed by both parties.

**13. SEVERABILITY.** If any provisions of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**14. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**15. APPLICABLE LAW.** This Contract shall be governed by the laws of the State of Alaska.

**16. SIGNATORIES.** This Contract shall be signed by Joe Williams, President on behalf of Organized Village of Saxman and by \_\_\_\_\_ in an individual capacity. This Contract is effective as of the date first above written.

By: \_\_\_\_\_  
Joe Williams, President  
Organized Village of Saxman

Date: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

**EMPLOYMENT CONTRACT**

This Employment Contract (this "Contract") is made effective as of August 23, 2021, by and between Organized Village of Saxman of Route 2 Box 2, Ketchikan, Alaska, 99901 and \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

A. Organized Village of Saxman is engaged in the business of Maintenance Supervisor. \_\_\_\_\_ will primarily perform the job duties at the following location: 2706 S. Tongass Hwy, Saxman, Alaska.

B. Organized Village of Saxman desires to have the services of \_\_\_\_\_.

C. \_\_\_\_\_ is an at will employee of Organized Village of Saxman. Either party is able to terminate the employment agreement at any time.

Therefore, the parties agree as follows:

**1. EMPLOYMENT.** Organized Village of Saxman shall employ \_\_\_\_\_ as a(n) Maintenance Supervisor. \_\_\_\_\_ shall provide to Organized Village of Saxman the services described on the attached Exhibit A, which is made a part of this Contract by this reference. \_\_\_\_\_ accepts and agrees to such employment, and agrees to be subject to the general supervision, advice and direction of Organized Village of Saxman and Organized Village of Saxman's supervisory personnel.

\_\_\_\_\_ shall also perform (i) such other duties as are customarily performed by an employee in a similar position, and (ii) such other and unrelated services and duties as may be assigned to \_\_\_\_\_ from time to time by Organized Village of Saxman.

**2. BEST EFFORTS OF EMPLOYEE.** \_\_\_\_\_ agrees to perform faithfully, industriously, and to the best of \_\_\_\_\_'s ability, experience, and talents, all of the duties that may be required by the express and implicit terms of this Contract, to the reasonable satisfaction of Organized Village of Saxman. Such duties shall be provided at such place(s) as the needs, business, or opportunities of Organized Village of Saxman may require from time to time.

**3. COMPENSATION OF EMPLOYEE.** As compensation for the services provided by \_\_\_\_\_ under this Contract, Organized Village of Saxman will pay \_\_\_\_\_ per hour. This amount shall be paid in accordance with Organized Village of Saxman's usual payroll procedures and subject to applicable federal, state, and local withholding. Upon termination of this Contract, payments under this paragraph shall cease; provided, however, that \_\_\_\_\_ shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which \_\_\_\_\_ has not yet been paid, and for any commission earned in accordance with

Organized Village of Saxman's customary procedures, if applicable. This section of the Contract is included only for accounting and payroll purposes and should not be construed as establishing a minimum or definite term of employment.

**4. EXPENSE REIMBURSEMENT.** Organized Village of Saxman will reimburse \_\_\_\_\_ for "out-of-pocket" expenses incurred by \_\_\_\_\_ in accordance with Organized Village of Saxman's policies in effect from time to time.

**5. RECOMMENDATIONS FOR IMPROVING OPERATIONS.** \_\_\_\_\_ shall provide Organized Village of Saxman with all information, suggestions, and recommendations regarding Organized Village of Saxman's business, of which \_\_\_\_\_ has knowledge, that will be of benefit to Organized Village of Saxman.

**6. EMPLOYEE'S INABILITY TO CONTRACT FOR EMPLOYER.** \_\_\_\_\_ shall not have the right to make any contracts or commitments for or on behalf of Organized Village of Saxman without first obtaining the express written consent of Organized Village of Saxman.

**7. TERM/TERMINATION.** \_\_\_\_\_'s employment under this Contract shall be for an unspecified term on an "at will" basis. This Contract may be terminated by Organized Village of Saxman upon 2 weeks written notice, and by \_\_\_\_\_ upon 2 weeks written notice. If \_\_\_\_\_ is in violation of this Contract, Organized Village of Saxman may terminate employment without notice and with compensation to \_\_\_\_\_ only to the date of such termination. The compensation paid under this Contract shall be \_\_\_\_\_'s exclusive remedy.

**8. COMPLIANCE WITH EMPLOYER'S RULES.** \_\_\_\_\_ agrees to comply with all of the rules and regulations of Organized Village of Saxman.

**9. RETURN OF PROPERTY.** Upon termination of this Contract, \_\_\_\_\_ shall deliver to Organized Village of Saxman all property which is Organized Village of Saxman's property or related to Organized Village of Saxman's business (including keys, records, notes, data, memoranda, models, and equipment) that is in \_\_\_\_\_'s possession or under \_\_\_\_\_'s control. Such obligation shall be governed by any separate confidentiality or proprietary rights agreement signed by \_\_\_\_\_.

**10. NOTICES.** All notices required or permitted under this Contract shall be in writing and shall be deemed delivered when delivered in person or on the third day after being deposited in the United States mail, postage paid, addressed as follows:

Employer:

Organized Village of Saxman  
Tribal Administrator  
Route 2 Box 2  
Ketchikan, Alaska 99901

Employee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

Such addresses may be changed from time to time by either party by providing written notice in the manner set forth above.

**11. ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Contract supersedes any prior written or oral agreements between the parties.

**12. AMENDMENT.** This Contract may be modified or amended, if the amendment is made in writing and is signed by both parties.

**13. SEVERABILITY.** If any provisions of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

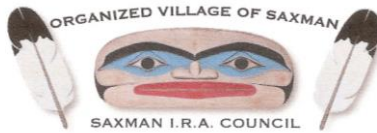
**14. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**15. APPLICABLE LAW.** This Contract shall be governed by the laws of the State of Alaska.

**16. SIGNATORIES.** This Contract shall be signed by Joe Williams, President on behalf of Organized Village of Saxman and by \_\_\_\_\_ in an individual capacity. This Contract is effective as of the date first above written.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Joe Williams, President  
Organized Village of Saxman

By: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_



Organized Village of Saxman  
Resolution # 2021.07.248

Authorize Tlingit Haida Regional Housing Authority to Apply for Indian Community Development Block Grant – American Rescue Plan Funding

**WHEREAS**, the Organized Village of Saxman is duly constituted federally recognized Indian Tribe organized pursuant to the authority of the United States Congress by the Indian Reorganization Act, and such legislation of June 18, 1934; and

**WHEREAS**, the Saxman I.R.A. Council is authorized to be the governing body of the Organized Village of Saxman pursuant to its' Constitution and Bylaws approved on October 18, 1940 by the Secretary of the Interior, and ratified on January 14, 1941; and

**WHEREAS**, the Organized Village of Saxman is a federally recognized Tribe governed by the Saxman I.R.A. Council, who has authority to represent and act in all matters that concern the health, education, and welfare of the Native people who reside in the Village of Saxman; and it's empowered under its' Constitution to execute agreements and contracts with the United States and other entities to benefit tribal citizens; and

**WHEREAS**, OVS has designated Tlingit Haida Regional Housing Authority (THRHA) as the Tribally Designated Housing Entity for OVS; and

**WHEREAS**, Saxman is a small community connected by road to the fishing and tourism hub of Ketchikan, which continues to have elevated COVID 19 cases and impacts created by the pandemic; and

**WHEREAS**, the Centers for Disease Control and Prevention (CDC) recommends that sick household members be provided a separate bedroom and bathroom from other members of the household; and

**WHEREAS**, the CDC states that older adults (over 65) and people of any age who have serious underlying medical conditions are at higher risk for severe illness from COVID-19; and

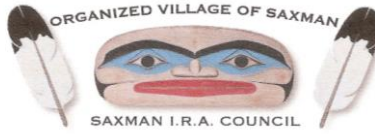
**WHEREAS**, the results of THRHA's 2019 Housing Assessment for the community of Saxman found that 29% of tribal households reported their homes are overcrowded and 43% of tribal households contain a person over the age of 60; and

**WHEREAS**, the results of THRHA's 2019 Assessment found 46% respondents stated that their homes have mold, 10% said they home condition is poor and 89% are considered low income; and

**WHEREAS**, without the availability of housing stock to relieve overcrowding, there is a crisis need to update and repair existing housing stock to address the mold, air quality, lack of water and heating source, overcrowding, and other health related issues; and

**WHEREAS**, the rehabilitation and repairs to existing housing stock will assist the community of Saxman to prevent, prepare, and respond to the current COVID-19 pandemic and future pandemics; now

**THEREFORE, BE IT RESOLVED**, the Organized Village of Saxman (OVS) hereby authorizes Tlingit Haida Regional Housing Authority (THRHA) the sole authority to apply for an Indian Community Development Block Grant – American Rescue Plan grant for a total amount of \$1,035,000 on behalf of OVS for the repair and renovation of existing housing stock to address the health and safety issues reducing the



impacts of COVID 19. The OVS does not intend to submit an application on its own behalf for the current ICDBG-ARP funding opportunity; and

**THEREFORE, BE IT FURTHER RESOLVED**, OVS designates THRHA to implement the project in accordance with HUD and ARP standards and regulations, and the subrecipient agreement between OVS and THRHA.

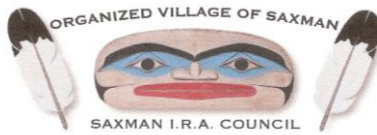
**CERTIFICATION**

This resolution was duly adopted at an Organized Village of Saxman meeting held this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by a quorum of \_\_\_\_\_ with \_\_\_\_\_ yes votes, \_\_\_\_\_ no votes, and \_\_\_\_\_ abstaining.

\_\_\_\_\_  
President

\_\_\_\_\_  
Attested by





Organized Village of Saxman

Resolution 2021-07-247

Title: Citizen Participation Certification for Indian Community Development Block Grant -American Rescue Plan Application

**WHEREAS**, the Organized Village of Saxman (OVS) is duly constituted federally recognized Indian Tribe organized pursuant to the authority of the United States Congress by the Indian Reorganization Act, and such legislation of June 18, 1934; and

**WHEREAS**, the Saxman I.R.A. Council is authorized to be the governing body of the Organized Village of Saxman pursuant to its' Constitution and Bylaws approved on October 18, 1940 by the Secretary of the Interior, and ratified on January 14, 1941; and

**WHEREAS**, the Organized Village of Saxman is a federally recognized Tribe governed by the Saxman I.R.A. Council, who has authority to represent and act in all matters that concern the health, education, and welfare of the Native people who reside in the Village of Saxman; and it's empowered under its' Constitution to execute agreements and contracts with the United States and other entities to benefit tribal citizens; and

**WHEREAS**, Organized Village of Saxman has designated Tlingit Haida Regional Housing Authority (THRHA) as the Tribally Designated Housing Entity for OVS; and

**WHEREAS**, the Organized Village of Saxman Tribal Council has authorized THRHA to complete and submit an application for the Indian Community Development Block Grant American Rescue Plan Funding on behalf of Organized Village of Saxman to repair and renovate existing homes to improve health and safety of its citizens to protect, prevent and prepare against COVID 19. OVS designates THRHA to receive Department of Housing and Urban Development (HUD) funds and to implement the project in accordance with HUD and American Rescue Plan Act standards and regulations, and the subrecipient agreement between OVS and THRHA; and

**WHEREAS**, a requirement of the grant is to notify the public and allow for public comment; now

**THEREFORE, BE IT RESOLVED THAT**, the Organized Village of Saxman Tribal Council hereby certifies that the citizen participation requirements identified in 24 CFR 1003.604(a) and Notice PIH 2020-11 have been met for the ICDBG-ARP new construction homeownership project that is being proposed. The proposed project was disclosed to the public via THRHA's website, social media, and posting at THRHA's and OVS's offices. Views and comments received from the general public regarding the proposed project were considered.

**CERTIFICATION**

This resolution was duly adopted at an Organized Village of Saxman Tribal Council meeting held this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by a quorum of \_\_\_\_\_ with \_\_\_\_\_ yes votes, \_\_\_\_\_ no votes, and \_\_\_\_\_ abstaining.

\_\_\_\_\_  
President

\_\_\_\_\_  
Attested By

## PROJECT COSTS

### Design, Development, and Implementation Phase

\$4,600 ✓

- Fully functional Municode CMS with all base features
- Responsive mobile-friendly website with **standard** design
- Content migration; up to 100 pages and 5 years meeting minutes
- Training: web teleconference, video, user guides

### Annual Hosting, Maintenance, and Customer Support

\$1,800 / year ✓

- 80GB disk space and up to 1 terabyte data transfer per month
- 99.95% up-time guarantee, telephone support 8AM-8PM Eastern
- Email support with one-hour response time during working hours
- Emergency 24x7 support
- Up to 3 hours' webinar refresher trainings per year

### Total Year 1 Costs

\$6,400

### Select Additional Website Options

<input checked="" type="checkbox"/> Custom website design	\$3,500 one-time
<input type="checkbox"/> Email Subscriptions / Notifications	\$600 per year
<input type="checkbox"/> Projects Directory	\$200 per year
<input type="checkbox"/> Parks and Trails Directory	\$200 per year
<input type="checkbox"/> Property Listings (Commercial/Industrial)	\$200 per year
<input type="checkbox"/> Facility Reservations	\$1500 setup + \$900 per year
<input type="checkbox"/> Business Directory	\$750 setup + \$600 per year
<input type="checkbox"/> Specialty sub-site graphic designs	\$3500 + \$600 per year (per design)
<input type="checkbox"/> Site graphic redesign every 4th year	\$600 per year (per design)
<input type="checkbox"/> Additional on-site visits (training, consultation, etc.)	\$1500 day 1, \$1000 per day (days 2+)
<input type="checkbox"/> Custom Feature Development	\$150 per hour or fixed bid quote
<input checked="" type="checkbox"/> Meeting and Agenda Management (Municode Meetings)	\$2,400 per year
<input type="checkbox"/> Board Management	\$1,000 per year
<input type="checkbox"/> Policies and Procedures Management	ask for quote

## PAYMENT SCHEDULE

### Year 1

Sign contract	50% of one-time costs
Implement design and features	50% of one-time costs
Conduct training (site moved to production / annual support begins)	annual hosting and support

### Notes

- No long-term commitments required. We will earn your trust. You may cancel service at any time.
- Guaranteed pricing. Hosting and Support fees will not increase for first three years.
- Annual hosting and support fees starting year four will increase according to the previous year-ending *Consumer Price Index (CPI) for All Urban Consumers*.
- Payment schedule will be adjusted accordingly based on selected optional features.
- 2, 3, or 4-year interest-free payment plan available upon request



## SERVICES AGREEMENT

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This agreement ("AGREEMENT") is entered between Saxman, Alaska ("CLIENT") and Municipal Code Corporation ("CONSULTANT").

**1. Term of AGREEMENT.** This AGREEMENT shall commence effective the date signed by the CLIENT. It shall automatically renew annually. This AGREEMENT shall terminate upon the CLIENT's providing CONSULTANT with sixty (60) days' advance written notice.

**2. Compensation.** It is understood and agreed by and between the parties hereto, that the CLIENT shall pay the CONSULTANT for services based on the payment schedule provided as set forth in the section marked "Payment Schedule". Payment will be made to CONSULTANT within thirty (30) days of the receipt of approved invoices for services rendered.

**3. Scope of Services.** CONSULTANT's services under this AGREEMENT shall consist of services as detailed in the attached proposal including appendices ("SERVICES"). SERVICES may be amended or modified upon the mutual written AGREEMENT of the parties.

**4. Integration.** This AGREEMENT, along with the SERVICES to be performed contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

**5. Warranty.** CONSULTANT warrants that any services provided hereunder will be performed in a professional and workmanlike manner and the functionality of the services will not be materially decreased during the term.

**6. Liability.** CONSULTANT's total liability arising out of any acts, omissions, errors, events, or default of CONSULTANT and/or any of its employees or contractors shall be limited by the provisions of the AGREEMENT and further limited to a maximum amount equal to the fees received by CONSULTANT from CLIENT under this AGREEMENT.

**7. Termination.** This AGREEMENT shall terminate upon the CLIENT's providing CONSULTANT with sixty (60) days' advance written notice. In the event the AGREEMENT is terminated by the CLIENT's issuance of said written notice of intent to terminate, the CONSULTANT shall pay CLIENT a pro-rated refund of any prepaid service fees (for the period from the date of the termination through to the end of the term). If, however, CONSULTANT has substantially or materially breached the standards and terms of this AGREEMENT, the CLIENT shall have any remedy or right of set-off available at law and equity.

**8. Independent Contractor.** CONSULTANT is an independent contractor. Notwithstanding any provision appearing in this AGREEMENT, all personnel assigned by CONSULTANT to perform services under the terms of this AGREEMENT shall be employees or agents of CONSULTANT for all purposes. CONSULTANT shall make no representation that it is the employee of the CLIENT for any purposes.

**9. Confidentiality.** (a) Confidential Information. For purposes of this AGREEMENT, the term "Confidential Information" means all information that is not generally known by the public and that: is obtained by CONSULTANT from CLIENT, or that is learned, discovered, developed, conceived, originated, or prepared by CONSULTANT during the process of performing this AGREEMENT, and relates directly to the business or assets of CLIENT. The term "Confidential Information" shall include, but shall not be limited to: inventions, discoveries, trade secrets, and know-how; computer software code, designs, routines, algorithms, and structures; product information; research and development information; lists of clients and other information relating thereto; financial data and information; business plans and processes; and any other information of CLIENT that CLIENT informs CONSULTANT, or that CONSULTANT should know by virtue of its position, is to be kept confidential.

(b) Obligation of Confidentiality. During the term of this AGREEMENT, and always thereafter, CONSULTANT agrees that it will not disclose to others, use for its own benefit or for the benefit of anyone other than CLIENT, or

otherwise appropriate or copy, any Confidential Information except as required in the performance of its obligations to CLIENT hereunder. The obligations of CONSULTANT under this paragraph shall not apply to any information that becomes public knowledge through no fault of CONSULTANT.

**10. Assignment.** Neither party may assign or subcontract its rights or obligations under this AGREEMENT without prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this AGREEMENT in its entirety, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of its assets.

**11. Cooperative Purchasing.** CONSULTANT and CLIENT agree that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without CONSULTANT or CLIENT incurring any financial or legal liability for such purchases.

**12. Governing Law.** This AGREEMENT shall be governed and construed in accordance with the laws of the State of Alaska without resort to any jurisdiction's conflicts of law, rules or doctrines.

Submitted by:

Municipal Code Corporation

By: Brian Gilday

Title: Brian Gilday - President, Website Division

Accepted by:

By: Lori Richmond

Title: CITY ADMINISTRATOR - LORI RICHMOND

Date: 6.16.20

## Consulting Contract

This Consulting Contract (“Contract”) is being made between Lori Richmond (“Consultant”) located at 2402 Eagle Avenue, Saxman AK and the Organized Village of Saxman (“Client”), a federally recognized tribe. Lori Richmond (Consultant) and the Organized Village of Saxman (Client) may also be referred to as “Party” or together as the “Parties”. This Contract will become effective on \_\_\_\_\_ (“Effective Date”).

**IN CONSIDERATION OF** the Consultant providing their expertise and services, and the Client receiving and providing compensation for the expertise and services, the Parties agree to the following:

### 1. Services

The Consultant agrees to perform the following services (“Services”):

Interim Clerk Duties: Full description in Attachment A

- a) Attend meetings of the Tribal Council when there is at least 48 hours notice of the meeting taking place or, if less, with the expressed consent of the consultant.
- b) Keep the Council journal
- c) Ensure that meetings are properly noticed
- d) Prepare agendas and agenda packets
- e) Take oaths, affirmations and acknowledgments as necessary
- f) Act as the parliamentary advisor to the Council
- g) Prepare Resolutions as requested by the governing body
- h) Act as the Clients notary
- i) Submit a monthly report to the Tribal Council President

Interim Tribal Administrator Duties: Full description in Attachment B

- a) Human Resources
- b) Business Development
- c) Tribal Finances
- d) Tribal Ordinances and By laws
- e) Grants
- f) Positively represent the Organized Village of Saxman

The goal of the project is to establish best practice policy and procedures that make the Tribe functional throughout staff and council member changes.

## 2. Retainer

The Consultant will invoice the Client on the first day of every month for all Services performed and all pre-approved expenses incurred during the previous month. The Client must pay the invoice within fourteen (14) calendar days. If payment is not delivered to the consultant by the 14<sup>th</sup> of each month the client will incur a \$100 penalty for each 7 day week it is over due. Payments must be via electronic payment or delivered check. It will not be the consultants responsibility to pick up a payment check, although if both agree, this can be done.

## 3. Expenses

The Consultant is entitled to reimbursement for all reasonable and necessary expenses incurred in providing the Services. The Client must pre-approve all expenses. The Consultant must include proof and receipts for all reimbursable expenses.

## 4. Term and Termination

### i. Term:

This Contract will begin on the Effective Date and will continue until September 30<sup>th</sup>. At the October 4<sup>th</sup> meeting the Consultant will present to the Council a report of progress and the Tribal Council will decide if they want to engage in another contract.

### ii. Termination:

- a. Either Party may terminate this Contract at any time by
- b. providing the other Party with a thirty (30) day written notice or final payment.

iii. Either Party may terminate this Contract at any time, with or without notice, if the other Party breaches any material term of this Contract.

## 4. Relationship of the Parties

### i. Binding Authority.

The Consultant does not have the authority to bind the Client to any contracts or commitments without the Client's written consent.

### ii. Independent Contractor.

The Consultant is an independent contractor. Neither Party is an agent, representative, partner, or employee of the other Party.

### iii. No Exclusivity.

The Parties understand this Contract is not an exclusive arrangement. The Parties agree they are free to enter into other similar Contracts with other parties.

### iv. Ownership.

All work product created by the Consultant in connection with performing the Services is the exclusive property of the Client and the Client is free to use the work product without any restrictions.

## 6. Confidentiality

The Consultant understands they may have access to the Client's confidential information. The Consultant agrees to use the Client's confidential information solely for the purpose of performing the Services. The Consultant agrees not to share the Client's confidential information with anyone else unless they are required to by law. The Consultant's obligation to maintain confidentiality will survive termination of this Contract and will remain in effect indefinitely. The Client may ask the Consultant to sign a separate confidentiality Contract which is to be expressly incorporated as a part of this Contract.

## 7. Dispute Resolution

### i. Negotiation.

In the event of a dispute, the Parties agree to work towards a resolution through good faith negotiation, Mediation or Binding Arbitration. If talking it over doesn't go well, either Party may initiate mediation or binding arbitration in the State of Alaska.

### ii. Litigation and Choice of Law.

If litigation is necessary, this Contract will be interpreted based on the laws of the State of Alaska, regardless of any conflict of law issues that may arise. The Parties agree the dispute will be resolved at a court of competent jurisdiction in the State of Alaska.

### iii. Attorney's Fees.

The prevailing party may recover its attorney's fees and other reasonable costs for a dispute resolved by binding arbitration or litigation.

## 8. General

### i. Amendments.

This Contract may be modified as needed. To make a modification, the Parties have to agree to the modification in writing in the form of an amendment. The terms of this Contract will apply to any amendment made unless otherwise stated in the amendment.

### ii. Assignment.

The Parties may not assign the responsibilities they have under this Contract to anyone else.

- iii. Attachments.  
All attachments are expressly incorporated as an integral part of this Contract.
- iv. Complete Contract. This Contract constitutes the Parties entire agreement. This Contract supersedes any other written or verbal communications between the Parties, whether they were made before or after signing this Contract. Any subsequent changes to this Contract must be made in writing and signed by both Parties.

9. Indemnification.

The Parties agree to indemnify one another against all damages caused by their negligent acts and/or performance.

10. Severability.

If any section of this Contract is found to be invalid, illegal, or unenforceable, the rest of this Contract will still be enforceable.

11. Standard of Performance.

The Consultant acknowledges and represents they have the necessary training, experience, and credentials required to perform the Services. The Consultant agrees to follow professional standards and applicable laws when providing the Services.

12. Waiver.

Neither Party can waive any provision of this Contract, or any rights or obligations under this Contract, unless agreed to in writing. If any provision, right, or obligation is waived, it's only waived to the extent agreed to in writing.

9. Notices

All notices under this Contract must be sent by email with read receipt, or by certified or registered mail with return receipt requested.

Notices must be sent to:

Consultant

Lori Richmond  
Route 2 Box 1  
Ketchikan AK 99901

Client

Organized Village of Saxman  
Route 2 Box 2  
Ketchikan AK 99901



\_\_\_\_\_

By signing below, the Parties agree to the terms of this Contract.

Consultant:

Printed Name: Lori Richmond

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Client:

On behalf of the Organized Village of Saxman:

Printed Name: Joe Williams, President

Signed \_\_\_\_\_

Date: \_\_\_\_\_

## Consulting Contract

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Route 2 Box 1  
Ketchikan AK 99901

Client

Organized Village of Saxman  
Route 2 Box 2  
Ketchikan AK 99901

By signing below, the Parties agree to the terms of this Contract.

Consultant:

Printed Name: Lori Richmond

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Client:

On behalf of the Organized Village of Saxman:

Printed Name: Joe Williams, President

Signed \_\_\_\_\_

Date: \_\_\_\_\_