

**ROSEBUD SIOUX TRIBE  
Resolution No. 2019-65**

**WHEREAS**, the Rosebud Sioux Tribe is a federally recognized Indian Tribe organized pursuant to the Indian Reorganization Act of 1934 and all pertinent amendments thereof; and

**WHEREAS**, the Rosebud Sioux Tribe is governed by the Tribal Council made up of elected representatives who act in accordance with the powers granted to it by its Constitution and By-Laws; and

**WHEREAS**, RST Mni Wiconi Operation & Maintenance (O & M) is responsible for executing a Bureau of Reclamation (BOR) approved program work plan including but not limited to water treatment and disinfectant monitoring throughout the Sicangu Mni Wiconi water distribution system; and

**WHEREAS**, BOR has allocated Extraordinary Repairs and Replacement (RAX) funds to purchase two online Ammonia Monochloramine Analyzers to test disinfectant residual levels at the Cedar Butte and Sicangu Village pump stations; and

**WHEREAS**, advertisement #19-024 resulted in two qualified bids: Hach Co. \$42,184.00, and Berg Johnson Associates \$22,848.00; and

**WHEREAS**, the two bids were open and reviewed by RST Treasurer's Office and RST Property & Supply; and the lowest qualified responsive bid recorded was from Berg Johnson Associates \$22,848.00; and

**WHEREAS**, the Land and Natural Resources Committee recommends the lowest qualified bid from Berg Johnson Associates in the amount \$22,848.00 to the Tribal Council for approval; and

**NOW THEREFORE BE IT RESOLVED**, that the Tribal Council approved the Committee's recommendation and direct the RST Mni Wiconi O & M Program to proceed with the purchase of two Ammonia Monochloramine Analyzers from Berg Johnson Associates in the amount of \$22,848.00.

**CERTIFICATION**

This is to certify that the above Resolution No. 2019-65 was duly passed by the Rosebud Sioux Tribal Council in session on April 30, 2019, by a vote of thirteen (13) in favor, zero (0) opposed and zero (0) not voting. The said resolution was adopted pursuant to authority vested in the Council. A quorum was present.

**ATTEST:**



*Linda L. Marshall*

Linda L. Marshall, Secretary  
Rosebud Sioux Tribe

*Rodney M. Bordeaux*

Rodney M. Bordeaux, President  
Rosebud Sioux Tribe

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**ATTEST:**

  
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Linda L. Marshall, Secretary  
Rosebud Sioux Tribe

  
\_\_\_\_\_  
Rodney M. Bordeaux, President  
Rosebud Sioux Tribe

RST Treasurer's Office  
Bid Tabulation Sheet

Project Name: Ammonia Monocloramine Analyzers Date Opened: 2/4/19  
 Location: RST Finances Time: AM/PM Number of bids received 2

Contractor or Business Name	Insurance & Bid Bond Yes/No	Schedule I Amount	Schedule II Amount	Schedule III Amount	Schedule IV Amount	Claiming Indian Preference? Yes/No
1. <u>HACH</u>	<u>(No)</u>	<u>42,184</u>				<u>Yes/No</u>
2. <u>ARMI BRAG JOHNSON</u>	<u>No</u>	<u>22,848</u>	<u>(2)</u>			<u>Yes/No</u>
3.	<u>No</u>					<u>Yes/No</u>
4.	<u>No</u>					<u>Yes/No</u>
5.	<u>No</u>					<u>Yes/No</u>
6.	<u>No</u>					<u>Yes/No</u>

Comments:

Bids Opened by: Jim Dicks Recorded by: Julie  
 (Name & Title) (Name & Title)  
RST CFO RST CFO



# Quotation

Hach  
 PO Box 608  
 Loveland, CO 80539-0608  
 Phone: (800) 227-4224  
 Email: quotes@hach.com  
 Website: www.hach.com

Quote Number: 100416253v1  
 Use quote number at time of order to ensure  
 that you receive prices quoted

Quote Date: 25-Jan-2019  
 Quote Expiration: 26-Mar-2019

Mt Wilson - Rosebud Plant

Name: Young Colombe  
 Phone: 605-747-2378  
 Email: ycolombe@sicangu.com

Sales Contact: Corey Christensen  
 Email: cochrst@hach.com  
 Phone: 402-769-8244

## PRICING QUOTATION

Line	Part Number	Description	Qty	Extended Price
1	5500.AMC.3.KTO	KTO 5500sc Ammonia Monochloramine, 1 Chan, Ex Fill	2	42,184.00
2	25277000	PROGNOSYS 5500sc AMC LICENSE KIT	2	2,284.00
3	WRTUPG5500SC AMC	WarrantyPlus Service Agreement includes: Instrument start-up, all parts, labor, and travel for on-site repairs, 1 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. On-site response for "down" instrument repairs is typically 3 business days. Standard business hours are 8am-5pm M-F local time, excluding holidays. Please see service terms and conditions for additional details on our service plans, and to ensure you have an opportunity to review our environmental and safety requirements.	2	5,408.00
Grand Total \$				49,876.00

Freight: Ground Prepay and Add  
 FOB: Origin

## TERMS OF SALE

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at [www.hach.com/terms](http://www.hach.com/terms). Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgment of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of the Hach TCS are not part of the Contract.

Due to international regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for international transport. In addition, Hach may require: 1. A statement of intended end-use; 2. Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3. Certification that the goods will not be diverted contrary to U.S. law.

ORDER TERMS:  
 Terms are Subject to Credit Review  
 Please reference the quotation number on your purchase order.  
 Sales tax is not included. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.  
 Shipments will be prepaid and added to invoices unless otherwise specified.  
 Equipment quoted operates with standard U.S. supply voltage.  
 Hach standard terms and conditions apply to all sales.  
 Additional terms and conditions apply to orders for service partnerships.

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**CERTIFICATION**

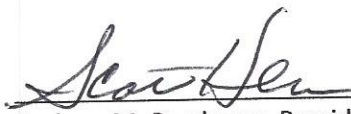
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Rosebud Sioux Tribe



Rodney M. Bordeaux, President  
Rosebud Sioux Tribe



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# Quotation

Hach  
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Quote Date: 25-Jan-2019

Quote Expiration: 26-Mar-2019

Mni Wiconi – Rosebud Plant

Name: Young Colombe  
Phone: 605-747-2378  
Email: ycolombe@sicangu.com

Sales Contact: Corey Christensen Email: cochrist@hach.com Phone: 402-769-8244

## PRICING QUOTATION

LINE	PART NUMBER	Description	Qty	Extended Price
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3	WRTUPG5500SC AMC	WarrantyPlus Service Agreement includes: Instrument start-up, all parts, labor, and travel for on-site repairs, 1 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. On-site response for "down" instrument repairs is typically 3 business days. Standard business hours are 8am-5pm M-F local time, excluding holidays. Please see service terms and conditions for additional details on our service plans, and to ensure you have an opportunity to review our environmental and safety requirements.	2	5,408.00
Grand Total				\$ 49,876.00

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RST Treasurer's Office  
Bid Tabulation Sheet

Project Name: Arroyo's Mono Classroom Time:           :            AM/PM  
 Location: RST Envelopes Date Opened: 2/4/19  
 Number of bids received: 2

Contractor or Business Name	Insurance & Bid Bond Yes/No	Schedule I	Schedule II	Schedule III	Schedule IV	Claiming Indian Preference? Yes/No
		Amount	Amount	Amount	Amount	
1. <u>HACH</u>	Yes/No	<u>42,184</u>				Yes/No
2. <u>ARMY BAG JOHNSON</u>	Yes/No	<u>22,848</u>	<u>(2)</u>			Yes/No
3.	Yes/No					Yes/No
4.	Yes/No					Yes/No
5.	Yes/No					Yes/No
6.	Yes/No					Yes/No

Comments:

Bids Opened by: Jim Jiles Recorded by: J Jiles  
 (Name & Title) (Name & Title)

RST CAO

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Be Right™

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RST Treasurer's Office  
Bid Tabulation Sheet

Project Name: Ammonia Mono Chloride Time: 8:55 AM/PM  
 Location: RST Enclaves Number of bids received 2  
 Date Opened: 2/4/19

Contractor or Business Name	Insurance & Bid Bond Yes/No	Schedule I Amount	Schedule II Amount	Schedule III Amount	Schedule IV Amount	Claiming Indian Preference? Yes/No
1. <u>ARCL</u>	<u>Yes/No</u>	<u>42,184</u>				<u>Yes/No</u>
2. <u>MMI BAG JOHNSON</u>	<u>Yes/No</u>	<u>22,848</u>	<u>(2)</u>			<u>Yes/No</u>
3.	<u>Yes/No</u>					<u>Yes/No</u>
4.	<u>Yes/No</u>					<u>Yes/No</u>
5.	<u>Yes/No</u>					<u>Yes/No</u>
6.	<u>Yes/No</u>					<u>Yes/No</u>

Comments:

Bids Opened by: Jim Jiles  
 (Name & Title)  
RST CFO

Recorded by: J Jiles  
 (Name & Title)  
RST CFO



# United States Department of the Interior

BUREAU OF INDIAN AFFAIRS  
Rosebud Agency  
Post Office Box 228  
Mission, South Dakota 57555

IN REPLY REFER TO:  
Executive Direction  
(605) 856-2334

MAY 10 2019

Honorable Rodney Bordeaux  
President, Rosebud Sioux Tribe  
Post Office Box 430  
Rosebud, South Dakota 57570

Attention: Linda Marshall, RST Secretary


Dear President Bordeaux:

The following resolutions, received in this office on 5/10/2019 have been reviewed and re-routed to the appropriate branches.

**Resolution No. 2010-331 (Amended: April 18, 2019)**  
**Resolution No. 2017-324 (Amended: April 30, 2019)**  
**Resolution No. 2019-30**  
**Resolution No. 2019-31**  
**Resolution No. 2019-35**  
**Resolution No. 2019-57**  
**Resolution No. 2019-64**  
**Resolution No. 2019-65**  
**Resolution No. 2019-66**  
**Resolution No. 2019-67**

**Resolution No. 2019-72**  
**Resolution No. 2019-73**  
**Resolution No. 2019-77**  
**Resolution No. 2019-81**  
**Resolution No. 2019-85**  
**Resolution No. 2019-86**  
**Resolution No. 2019-87**  
**Resolution No. 2019-88**  
**Resolution No. 2019-89**

Sincerely,

  
Lee A. Beardt  
Superintendent

Enclosure