



Prairie Band Potawatomi Nation  
16281 Q Road, Mayetta, KS 66509  
Phone: (785)966.4000 • Fax: (785)966.3062

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## **PRAIRIE BAND POTAWATOMI NATION**

**16281 Q ROAD**

**MAYETTA, KS 66509**

### **REQUEST FOR PROPOSAL**

**“401K Retirement Plan RFP”**

**SUBMISSION DEADLINE:**

**June 23, 2023 @ 3:00 PM (CST)**

**Late submissions will not be considered.**

**Electronic bid submittals only.**

### **SUBMIT TO:**

**PBPN Procurement Office**

**[procurement@pbpnation.org](mailto:procurement@pbpnation.org)**



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16281 Q Road, Mayetta, KS 66509  
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## REQUEST FOR PROPOSAL(S)

**SOLICITATION NUMBER:** 2023-0008

**SOLICITATION DUE DATE / TIME:** June 23, 2023

**SUBMITTAL LOCATION:** Electronic Bid Submittals Only

**DESCRIPTION:** 401K Retirement Plan RFP

**PRE- BID TELECONFERENCE:**

<u>DATE</u>	<u>TIME</u>	<u>LOCATION</u>
6/2/2023	10:00 AM	Zoom

In accordance with PRAIRIE BAND POTAWATOMI NATION (PBPN or Nation) procurement policies, bids for the services specified will be received by PBPN at the e-mail address provided for in this Bid event. Bids received by the due date and time will be opened. The name of each Bidder will be publicly available. Bids must be submitted to the PBPN on or prior to the date and time indicated. Late bids will not be considered. It is the responsibility of the bidder to provide a company email address and routinely check with the PBPN Representative for Solicitation Amendments. Additional instructions for preparing a bid are included in this solicitation.

**BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION**

**Michael Tamez**  
**PBPN – Senior Procurement Specialist**  
**16281 Q Road**  
**Mayetta, Kansas 66509**  
**Telephone: (785)966- 3970**  
[michaeltamez@pbpnation.org](mailto:michaeltamez@pbpnation.org)

# **PRAIRIE BAND POTAWATOMI NATION NARRATIVE**

## **1. INTRODUCTION**

The Prairie Band Potawatomi Nation (PBPN) is a federally recognized Indian tribe of more than 4,586 enrolled Tribal members and approximately 300 Tribal employees. With the 1996 opening of the PBPN Casino, the tribe has provided over 191 tribal homes fully occupied on the reservation as well as the Tribe's government offices, Police and Fire Stations, Boy & Girls Club facility, Health Center, Behavioral Health Center, Early Childhood Education, Senior Center, Language Program building, the PB Construction Inc., Firekeeper Golf Course, Nation Station Convenience store and several other enterprises.

## **2. BACKGROUND**

The PBPN's reservation established by the 1846 treaty is located in Northeast Kansas.

PBPN has 56 commercial structures with an active Tribal government serving its membership with a full range of services including fire, police, sanitation, public improvements, health and social services, childcare, planning and zoning and general administrative services.

The PBPN government has a Council form of government. The Tribal Council is comprised of the Chairman and six (6) Council members elected by the Nation's General Council. The General Council consists of all enrolled members of the Nation who are 18 years of age or older meeting in a general council. The Tribal Council members are elected at large every four years with staggered terms. The Council is the legislative body of the Tribal government with the Chairman as the presiding officer. A General Manager is appointed by the Council and administers the daily operations of the Tribal government through appointed department heads.

The General Council has the responsibility for oversight and regulation of the Nation's government.

## 1. SECTION ONE - GENERAL INFORMATION

### 1.1. Purpose for Request For Proposal (RFP)

The Prairie Band Potawatomi Nation is conducting a due diligence review for the Nation's Government Employee 401k and Profit-Sharing plan. We are seeking proposals for recordkeeping, advisory, and administrative services to compare to our existing retirement plan.

### 1.2. Proposal Guidelines

This request for Proposal represents the requirements for an open and competitive process. Proposals will be accepted by e-mail **until June 23, 2023 3:00 PM, (CST)**. Any proposals received after this date and time will not be considered. All proposals must be signed by an official agent or representative of the company submitting the proposal.

If an organization submitting a proposal outsources or contracts any work to meet the requirements contained herein, this must be clearly stated in the proposal. Additionally, all costs included in the proposals must be all-inclusive to include all outsourced or contracted work. Any proposals which call for outsourcing or contract work must include a name and description of the organizations being contracted and type of work to be performed.

All costs must be itemized to include an explanation of all fees and costs.

### 1.3. Pre-Bid Teleconference

- 1.3.1. A Pre-Bid Teleconference meeting will be held on **June 2, 2023 at 10:00 AM (CST)** local time. Details of the telecom meeting are as follows:

**Topic: RFP 2023-0008 "401K Retirement Plan"**

**Time: June 2, 2023 10:00 AM Central Time (US and Canada)**

**Join Zoom Meeting**

<https://us06web.zoom.us/j/84500394705?pwd=R1NVQ0IKOFV1VWN2MG1oTEXuNEpGQT09>

**Meeting ID: 845 0039 4705**

**Passcode: 141029**

**888 475 4499 US Toll-free**

**833 548 0276 US Toll-free**

**833 548 0282 US Toll-free**

**877 853 5257 US Toll-free**

- 1.3.2. The purpose of the teleconference meeting is to clarify the contents of this solicitation and the procurement process to prevent any misunderstanding of the project, and to respond to any immediate questions that Contractor may have about this RFP. A list of persons in attendance at the pre-Proposal meeting will be recorded.

- 1.3.3. Any doubt as to the requirements of this Proposal (RFP) or any apparent omission or discrepancy should be presented to the Nation at this conference.

- 1.3.4. A bidder may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a Solicitation Amendment.

- 1.3.5. Persons with Disabilities: With seventy-two (72) hours prior notice, persons with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Such requests are to be addressed to the Solicitation contact person named below.
- 1.3.6. No oral communication from or with the Owner Contact, Tribal employee individuals or Tribal official concerning the Project during the Procurement process is allowed, except during the Pre- Bid Teleconference meeting and Question inquiry phase. A violation of this may result in disqualification of the proposer.

#### 1.4. **Project Scope Of Work**

The project scope of work is attachment “A.”

#### 1.5. **Attachment – Table of Contents**

- 1.5.1. Attachment A – Scope of Work
- 1.5.2. Attachment B – Budget Worksheet (to be submitted as a separate PDF file)
- 1.5.3. Attachment C – Drug Free Workplace Certification
- 1.5.4. Attachment D – PBPN Disbarment Disclosure
- 1.5.5. Attachment E – References

## 2. **SECTION TWO – REQUIREMENTS**

### 2.1. **Project**

- 2.1.1. The selected contactor will commence with service upon completion of the required PBPN Professional Goods and Services Contract.
- 2.1.2. The selected contractor shall be given access to relevant documents to assess the needs of PBPN.
- 2.1.3. The Contractor shall re-execute any work that fails to conform to the requirements of this contract. Such re-execution of work shall be the sole responsibility of the Contractor (including all associated cost).
- 2.1.4. PBPN reserves the right to request all responsible and responsive Bidder to provide a demonstration, presentation and overview of the Bidders proposal which will be scheduled after the Request for Proposal close date.
  - 2.1.4.1. Demonstrations/Presentations will be conducted at the PBPN Administration Conference Room.
  - 2.1.4.2. PBPN will arrange the format, date, time, and place for the presentation and notify each Bidder.
  - 2.1.4.3. Demonstration/Presentation shall be provided at no expense to PBPN.
  - 2.1.4.4. Demonstration/Presentation will be limited to the time stated in the PBPN invitation.

## **2.2. Project Delivery and Stipulations**

The price and contract will be procured using the PBPB Procurement's Competitive Sealed Bidding Process as described in PBPB Procurement Policy procedures as it has been determined to be the most appropriate method of contracting for the subject project.

## **2.3. Solicitation Inquiries**

### **2.3.1. Duty to Examine**

It is the responsibility of each Bidder to examine the entire Solicitation, seek clarification in writing (inquiries) and examine its Bid for accuracy before submitting a Bid. Lack of care in preparing a Bid shall not be grounds for modifying or withdrawing after the due date and time.

### **2.3.2. Solicitation Contact Person**

Any inquiry related to a Solicitation, including any request for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Procurement Office.

### **2.3.3. Submission of Inquiries**

2.3.3.1. All inquiries related to the Solicitation are required to be submitted to the Procurement office and emailed to [michaeltamez@pbpnation.org](mailto:michaeltamez@pbpnation.org)

2.3.3.2. All responses to inquiries will be answered by email.

2.3.3.3. Any inquiry related to the Solicitation should reference the appropriate solicitation page and paragraph number.

2.3.3.4. Bidders are prohibited from contacting any PBPB department/employee other than the Finance Director and/or the Procurement Officer concerning the procurement while the solicitation and evaluation are in process.

### **2.3.4. Timeliness**

2.3.4.1. Any inquiry or exception to the Solicitation shall be submitted as soon as possible and should be submitted no later than **June 9, 2023** for review and determination.

2.3.4.2. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.

### **2.3.5. Solicitation Amendments**

2.3.5.1. All Solicitation Amendments shall only be modified by a Solicitation Amendment and issued by mail or email.

2.3.5.2. The Procurement Officer will respond to any questions and requests for clarification that were posed in writing or at the pre-bid meeting or site visit.

2.3.5.3. Clarification, modifications, or amendments may be made to this request at any time prior to the Bid Deadline at the Nation's discretion. The response shall be

in the form of a written addendum issued to all interested bidders.

**2.3.5.4.** All bidders shall acknowledge receipt of any addenda by email to the PBPN's Procurement Office.

**2.3.5.5.** The Procurement Officer shall make all reasonable attempts to ensure that all interested bidders receive any written addenda to this request.

**2.3.5.6.** Failure to acknowledge a Solicitation Amendment may result in rejection of the Bid.

**2.3.6. Bid Amendment or Withdrawal**

**2.3.6.1.** Bids may only be withdrawn by written notice prior to the date and time set for the opening of Bids.

**2.3.6.2.** A bid may not be amended or withdrawn after the bid due date and time except as otherwise provided under applicable PBPN Procurement Policy.

**2.3.7. Confidential and Proprietary Information**

**2.3.7.1.** If a Bidder believes that ANY portion of a bid, protest, or correspondence contains a trade secret or other proprietary information submitted is confidential and the release of such information could be detrimental to the Bidder, the Bidder shall separate such information and clearly label and designate the trade secret and other proprietary information, using the term "confidential."

**2.3.7.2.** The "Confidential" label documents will be held in confidence by PBPN, and reasonable care will be taken to ensure they are not released (unless required by law), without prior authorization of the Bidder.

**2.3.8. Public Record**

All bids submitted and opened are public records and must be retained by PBPN for a period of three (3) years. Bids shall be open and available to public inspection through PBPN's Procurement Office ten (10) days after the awarded contract, except for such bids deemed to be confidential by the Tribe.

**2.3.9. Non-collusion, Employment and Services**

By signing the official contract form, the Bidder certifies that:

**2.3.9.1.** The Bidder did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its bid; and

**2.3.9.2.** The Bidder does not discriminate against any employee or applicant or employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability and that it complies with an applicable federal state and local laws and executive orders regarding employment.

### **2.3.10. Formal Contract**

The contractor shall meet all the requirements to establish a Professional Goods and Service Contract (PGSC) with the Procurement Office.

### **2.3.11. Disclosure**

If the person submitting this bid has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Bidder shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Bid (Attachment D). The Bidder shall set forth the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

In addition to the foregoing, Bidder shall complete and submit Attachment C, Drug-Free Workplace Certification.

### **2.3.12. Delivery**

Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).

### **2.3.13. Care of Nation's Property**

**2.3.13.1.** The Contractor shall be responsible for the proper care and custody of any Nation-owned personal tangible property and real property furnished for the Contractor's use in connection with the performance of his/her work, and

**2.3.13.2.** Contractor shall reimburse the Nation for such property's loss or damage caused by the Contractor, normal wear and tear excepted.

## **2.4. Project Timeline**

**2.4.1.** The PBPN reserves the right to make changes or alterations to the schedule in the best interest of the Project.

**2.4.2.** Contractor will be notified sufficiently in advance of any changes or alterations in the schedule.

**2.4.3.** Each bid must be signed by an authorized officer or individual of the Bidder's company.

**2.4.4.** As part of their responses, Bidders shall indicate a single point of contact for any subsequent communications.

**2.4.5.** Unless otherwise notified in writing, the dates indicated below for submission of items or for other actions on the part of a Bidder shall constitute absolute deadlines for those activities and failure to fully comply by the time stated shall cause a Bidder to be disqualified as non-responsive.



May 26, 2023		Legal Notice
May 26, 2023		Public/Private Advertisement of RFP
June 2, 2023		Pre-Bid Teleconference Meeting
June 9, 2023		Amendments to RFP Due
June 9, 2023		Deadline for Submission of Questions
June 16, 2023		Answers to Submitted Questions Posted Online
June 23, 2023		Proposals Due
June 23, 2023		Opening of Proposals Submitted
TBD		Evaluations of Proposals
TBD		Notice of Award

## 2.5. **Budget**

All proposals must include proposed costs to complete the tasks described in the project scope.

2.5.1. Provide a guaranteed budget (**see Attachment B**) for services listed in the Scope of Work (Attachment A). Budgets should be clearly defined to ensure bids proposed can be compared and evaluated. Bids shall be valid for a minimum of 180 days following submission. **This form must be submitted in a separate PDF file containing the price bid.**

2.5.2. Cost of Bid Preparation:

2.5.2.1. The cost of preparing, developing, and submitting the bid is entirely the responsibility of the Bidder.

2.5.2.2. PBPN will not reimburse any Bidder the cost of responding to the Solicitation.

2.5.3. The PBPN reserves the right to negotiate the fees proposed by the bidder.

2.5.4. This contract **DOES NOT** require the contractor to satisfy the requirement of the Davis Bacon Act of 1931, a federal law that establishes the requirement for paying the local prevailing wages with respect to the employees working in connection with the contracted.

## 2.6. **Pricing and Taxes**

2.6.1. Bidder's best pricing, for the term of this Contract, the prices and discounts will be equal to or better than the lowest price and largest discounts, both separately and in combination, at which Bidder sells equivalent items of equipment and materials.

2.6.2. All prices and rates to the extent they differ from those exhibited by the Bidder, shall be valid for the entire term of the Contract, and shall not be subject to revision for inflation, or any changes to wages, taxes or other costs that Bidder may be obliged to incur that may be higher than those which it contemplated when proposing the relevant price or rate.

2.6.3. The Nation is exempt from paying Kansas State sale and use Taxes and Federal Excise Tax for direct purchases. These taxes shall not be included in the Bidder's price quotation.

### **3. SECTION THREE - INSTRUCTIONS TO BIDDERS**

#### **3.1. Bid Content**

Bids must be organized according to the mandatory sections listed below. Bids that do not address all the mandatory sections listed below may be considered non-responsive and may not be evaluated. Bids should be of sufficient length and details to demonstrate the bidder has a thorough understanding of the skills necessary to deliver the services requested.

#### **3.2. Bidders responding to this Solicitation must submit digital files formatted in accordance with 3.5.1 below by emailing electronic copies to the Procurement Office at: [procurement@pbpnation.org](mailto:procurement@pbpnation.org)**

#### **3.3. A budget sheet “Attachment B” below shall be submitted as a separate PDF as the Cost Proposal.**

#### **3.4. On each page, insert a footer that specifies: Name of Bidder, Name of the Attachment, the Solicitation number, and Page number. The Procurement Office will not respond to any inquiries received in any other manner.**

#### **3.5. Bids must be received before the due date and time stated in the solicitation. Bids submitted outside the stated requirements or those that are received after the due date and time shall be rejected.**

**3.5.1.** For the digital files required pursuant to Section 3.2 above, only files that are Microsoft Word Documents, Excel Workbooks, PowerPoint presentations and/or Adobe Acrobat documents will be accepted. Any other format will need advance approval before submitting your files.

**3.5.2.** Each bid shall include a document title page for each response section.

**3.5.3.** The material shall be in sequence and organized as outlined in section 3.6 (below) as related to the RFP.

**3.5.4.** Failure to include the requested information may have a negative impact on the evaluation of the Bidder’s bid.

#### **3.6. The bid shall be organized according to the sections outlined in “Attachment A”:**

**3.6.1. Cover and Table of Contents**

**3.6.2. Organization & History**

**3.6.3. Client Service & Quality Assurance**

**3.6.4. Recordkeeping & Administration**

**3.6.5. Plan Sponsor Reporting**

**3.6.6. Participant Experience & Service**

**3.6.7. Cyber Security**

**3.6.8. Investments**

### 3.6.9. Expenses

#### 3.6.10. Cost Proposal (submitted as a separate PDF)

- 3.6.10.1. Provide an all-inclusive pricing to include but not limited to, all labor, materials, labor rate, labor benefits, payroll burden, insurances, workers' compensation fee, profit, overhead and all other related cost factors for the life of this contract.
- 3.6.10.2. The firm may not bill the Tribe for any other products or services without the Tribe Procurement and Purchasing approval.
- 3.6.10.3. Bidders shall provide a budget sheet (Attachment B).
- 3.6.10.4. As noted above in Section 3.3, this item must be submitted separately in PDF format.

### 3.7. Submission of Bid

#### 3.7.1. Bid Submission Due Date and Time:

**Only emailed proposals will be accepted.** Bid proposals are to be submitted via email to [procurement@pbpnation.org](mailto:procurement@pbpnation.org) by **June 23, 2023.**

Subject line of the email must contain **Bid 2023-0008 and your company name.**

Bidder's proposal shall consist of **two (2)** separate documents:

**A Technical Proposal**, including the cover and table of contents, referenced above, required forms, applicable literature, and other supporting documents, in Microsoft® Word, Excel or searchable PDF®. The Technical Proposal file is to be named "**Company Name - Bid 2022-0008 Technical Proposal**"

**A Cost Proposal**, Attachment B, in Microsoft® Word, Excel or searchable PDF. The Cost Proposal file is to be named "**Company Name - Bid 2023-0008 Cost Proposal**"

Bidder's proposal shall be received no later than 3:00 PM, Central Time, on the closing date.

It is the bidder's responsibility to ensure bids are received by the closing date and time. Delays in email delivery shall not excuse late bid submissions. It is the bidder's responsibility that the file size does not exceed maximum limits and the emails have been received.

Faxed, mailed, and telephoned proposals are not accepted.

Proposals received prior to the closing date shall be kept in a secured file until closing. The Nation shall not be responsible for the premature opening of a proposal or for the rejection of a proposal that was not received prior to the closing date because it was not properly identified on the email. Late Technical and/or Cost Proposals will not receive consideration.

- 3.7.2. Bids shall be received before the due date and time stated in the solicitation. Bids submitted outside of the stated submission requirements or those received after the due date and time shall be rejected.

### **3.7.3. Bid and Acceptance**

The Bid and Acceptance for this RFP shall be signed with a signature by the person authorized to sign the Bid and shall be submitted to the Procurement Office with the solicitation no later than five (5) days prior to the initial start date.

### **3.7.4. Solicitation Amendment**

A Solicitation Amendment shall be acknowledged to the PBPN Procurement/Purchasing Office no later than the Bid due date and time. Failure to acknowledge the Solicitation Amendment may result in rejection of the Bid.

### **3.7.5. Bid Amendment or Withdrawal:**

A bid may not be amended or withdrawn after the bid due date and time except as otherwise provided under applicable tribal policy or resolution.

### **3.7.6. Public Record:**

All bids submitted and opened are public records and shall be retained by the PBPN Procurement/Purchasing Office for a period of three (3) years. Bids shall be open and available for public inspection through the PBPN Procurement/Purchasing office ten (10) days after the award has been made.

## **3.8. Bid Opening**

**3.8.1.** Bids received by the due date and time will be opened within one-half (1/2) hour of the closing date and time.

**3.8.2.** The name of each Bidder will be publicly available.

**3.8.3.** Bids will not be subject to public inspection for a period of ten (10) days or until after the Contract has been awarded.

## **4. EVALUATION**

### **4.1. Evaluation Criteria**

**4.1.1.** In accordance with the PBPN Procurement Policy, awards shall be made to the responsible Bidder(s) whose proposal is determined in writing to be the most advantageous to the Tribe based upon the evaluation criteria listed below.

**4.1.2.** The Nation reserves the right to reject any or all responses to this RFP. Final selection of candidates will be on a basis of their apparent ability to meet the overall expectations of PBPN, as determined solely by the PBPN.

**4.1.3.** The Nation may reject any or all bids, accept a bid other than the lowest bid, and waive informalities or minor irregularities in bids received if determined by the Procurement Officer that the best interest of the Nation will be served by doing so. The Nation reserves the right to reject all nonconforming, nonresponsive, unbalanced, or conditional bids. A Bidder's failure to provide any additional information requested by the Nation prior to a contractor selection may result in rejection of the Bid. The Nation may reject any bid from any person, firm, or corporation in arrears or in default to the Nation on any contract, debt,

or other obligation, if the Bidder is debarred by the Nation from consideration for a contract award, if Bidder has committed a breach of contract which resulted in a termination of a contract or other material sanction within two (2) years immediately preceding the date of issuance of this document, or based on past performance.

- 4.1.4. The PBPN reserves the right to conduct investigations as it deems necessary for the evaluation of any bid and to establish the experience, responsibility, reliability, references, reputation, business ethics, history qualifications and financial ability of the firm responding. The purpose of the investigation is to determine that the candidate has the ability, experience, resources, and reputation necessary to perform the work and to support all warranties in accordance with the contract documents.
- 4.1.5. PBPN will evaluate all bids meeting the criteria set forth within this RFP by a committee selected by the requesting department.
- 4.1.6. **To be considered a responsible or qualified bidder, the bidder must satisfy the following requirements:**
  - 4.1.6.1. Submit a complete bid package which is responsive to all requirements of this RFP.
- 4.1.7. In evaluating responses to this RFP, the PBPN Procurement Office will take into consideration the qualification, experience capacity, and cost that are being bid by the Bidder.
- 4.1.8. **The Evaluation committee shall engage in the following two-step process:**
  - 4.1.8.1. Step one (1) consists of evaluation of all **Technical Proposals** to determine which bidders are responsible/qualified bidders.
  - 4.1.8.2. Step two (2) consists of evaluation of **Cost Proposals**. The electronic PDF price bid, Attachment B, of each responsible/qualified bidder is reviewed and evaluated, and the award recommendation is made in accordance with the Nation's procurement policies and applicable federal regulations.

## 4.2. **AWARD**

- 4.2.1. **The Nation shall give preference when awarding contracts in the following order:**
  - 4.2.1.1. Licensed PBPN-owned business.
  - 4.2.1.2. Licensed Nation member-owned business or individual PBPN member
  - 4.2.1.3. Other licensed Native American-owned business or individual Native American.
- 4.2.2. **Number and Types of Awards**

The PBPN reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, whichever is most advantageous to PBPN.

#### **4.2.3. Contract Inception**

A Bid does not constitute a Contract, nor does it confer any rights on the Bidder to the award of a Contract. A Contract is not created until the Model Contract is executed and delivered by the Nation and the successful bidder. A notice of Award or of the intent to award shall not constitute acceptance of the Bid.

#### **4.2.4. Effective Date**

The effective date of the Contract shall be the date that the PBPN Tribal Council sign the Bid and Acceptance or other official contract form unless, another date is specifically stated in the Contract.

### **4.3. INVOICING**

#### **4.3.1. Submitting invoices:**

**4.3.1.1.** Contractor shall submit an invoice to the PBPN Finance Accounts Payable Office within thirty (30) days of the end of each month services were provided.

**4.3.1.2.** Every invoice must be signed by Contractor's authorized representative and accompanied by all supporting information and documentation required by the Contract.

**4.3.1.3.** No payment of invoice shall be made without authorization.

**4.3.1.4.** No payment shall be made without a current W9 on file with Accounts Payable.

**4.3.2.** Contractor shall not seek payment for any service(s) provided without the proper signature of the designated or assigned individual for the project.

**4.3.3.** Services that have not been authorized on an acknowledged purchase order, and

**4.3.4.** Services that are the subject of a Contract Amendment or Change Order that has not been fully signed and executed.

**4.3.5.** Contractor shall submit all billing notices or invoices to the PBPN Accounts Payable Department at the following address:

**PBPN -Finance Department**  
**Accounting Section – Accounts Payable**  
**16281 Q Road, Mayetta, KS 66509**  
**(785) 966-8253**  
[\*\*AccountsPayable@pbpnation.org\*\*](mailto:AccountsPayable@pbpnation.org)

**4.3.6.** Defective invoices: without prejudice to its other rights under the Contract or further obligations to Contractor, the PBPN Accounting office may, at its discretion, reject any materially defective invoice. It will have no obligations to pay against a defective invoice unless and until the Contractor has re-submitted invoice free of defects.

- 4.3.7. Invoicing will be deemed automatically rejected upon delivery if they:
  - 4.3.7.1. Are sent to the wrong address,
  - 4.3.7.2. Do not reference the correct PBPB Contract number or Purchase Order, or
  - 4.3.7.3. Are payable to any Person other than the Contractor.
- 4.3.8. **Invoicing for Task Orders: For task order Services, invoices must include the following information as applicable to the relevant task order being invoiced against:**
  - 4.3.8.1. **Substantiation of hours worked using:**
    - 4.3.8.1.1. A detailed daily timesheet,
    - 4.3.8.1.2. Itemization to the task level, and
    - 4.3.8.1.3. Breakdown by service area (if the Contract covers more than one area) and Contract Amendment (if any apply),
  - 4.3.8.2. Authorization and receipts for all allowable reimbursable items being invoiced; and
  - 4.3.8.3. Contractor's certification that the invoice has been examined and, to the best of Contractor's knowledge and belief, the invoiced amounts are entitled, correct, and accurate as can be demonstrated by the contractually required books and records upon the Tribe's demand.

## 5. **MINIMUM CONTRACTING STANDARDS**

### 5.1. **Insurance Requirements**

- 5.1.1. Contractor and subcontractors shall procure and maintain, until all their obligations have been discharged, including and warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representative, employees or subcontractors.
- 5.1.2. The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The PBPB in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representative, employees or subcontractors, and the Contractor is free to purchase additional insurance.
- 5.1.3. Proof of Insurance shall not be terminated or expire within thirty (30) days written notice and are required to be maintained in force until completion of this contract.
- 5.1.4. The Contractor and sub-contractors shall use in the performance of this contract to name the PBPB Tribe as an additional insurer with the following standard types and minimum amounts.

**5.1.5. Commercial General Liability (CGL): \$2,000,000.00**

- 5.1.5.1. Policy shall include bodily injury, property damage, and broad form contractual liability coverage.
- 5.1.5.2. The policy shall be endorsed, as required by this written agreement, to include the Prairie Band Potawatomi Nation and its departments as additional insurers with respect to liability arising out of the activities performed by or on behalf of the Contractor.
- 5.1.5.3. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the Prairie Band Potawatomi Nation and its department for losses arising from work performed by or on behalf of the Contractor.

**5.1.6. Comprehensive Automobile Liability: \$1,000,000.00**

- 5.1.6.1. Bodily injury and Property damage for any owned, hired and/or non-owned automobiles used in the performance of this contract.
- 5.1.6.2. The policy shall be endorsed, as required by this written agreement, to include the Prairie Band Potawatomi Nation and its departments as additional insurers with respect to liability arising out of the activities performed by or on behalf of the Contractor.
- 5.1.6.3. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the Prairie Band Potawatomi Nation and its department for losses arising from work performed by or on behalf of the Contractor

**5.1.7. Worker's Compensation: Statutory limits**

**5.1.8. Employer's Liability: Each accident \$1,000,000**

- 5.1.8.1. 100% of insurable value of the work. Builder's Risk, Extended coverage for Vandalism, and Malicious Mischief, if required.
- 5.1.8.2. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the PBPB and its department and employees for losses arising from work performed by or on behalf of the Contractor.

**5.1.9. Professional Liability (Error and Omissions Liability)**

- 5.1.9.1. Each Claim \$2,000,000
- 5.1.9.2. Annual Aggregate \$2,000,000

**5.1.10.** In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and other continuous coverage will be maintained or an extended discovery well be exercised, for a period of two (2) years beginning at the time work under this Contract is completed.



5.1.11. The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this Contract.

5.1.12. Failure to provide proof or failure to maintain insurance as required in this bid, or by law, are grounds for immediate termination of this contract.

5.1.13. In the event of termination of contract, the awarded bidder shall be liable for all procurement costs and any other remedies under PBPN Procurement policies.

5.1.14. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

## 5.2. **Notice of Cancellation**

Applicable to all Insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for the reason without thirty (30) days prior written notice to the Prairie Band of Potawatomi Nation. Within two (2) business days of receipt, Contractor must provide notice to the PBPN if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired or will be expiring. Such notice shall be sent directly to the department or by email to: [michael.tamez@pbpnation.com](mailto:michael.tamez@pbpnation.com).

## 5.3. **Verification of Coverage**

Contractor shall furnish the Prairie Band Potawatomi Nation with certificates of insurance (COI) (valid ACORD form or equivalent approved by the State of Kansas) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

5.3.1. All such certificates of insurance and policy endorsements must be received by the State before work commences. The PBPN's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

5.3.2. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

## 5.4. **Subcontractors**

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the minimum Insurance Requirements identified above. The PBPN reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

## 5.5. **Approval and Modifications**

The PBPN reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

## **5.6. Indemnification Clause**

- 5.6.1.** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the PBPN and its departments, Tribal officials and employees, (hereinafter referred to as “indemnitee”) from and against any and all claims, actions, liabilities, damages losses, or expenses (including court costs, attorney’s fees, and costs of claim processing, investigation and litigation) for bodily injury or personal injury (including death), or loss or damage or tangible or intangible property causes, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors.
- 5.6.2.** This indemnity includes any claim or amount arising out of, or recovered under, the Workers’ Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulations or court decree.
- 5.6.3.** It is the specific intention of the parties that the indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the indemnitee, be indemnified by Contractor from and against all claims.
- 5.6.4.** It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable.
- 5.6.5.** In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the PBPN and its Tribal Council, agents and employees for losses arising from the work performed by the Contractor for the PBPN.

## **5.7. Conflict of Interest**

- 5.7.1.** The Contractor shall not knowingly employ or contract with, during the period of this contract or any extensions to it, any employees or subcontractors who are also officials or employees of the Nation.
- 5.7.2.** Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any Nation employee who has participated in the making of this contract until at least two (2) years after his/her termination of employment with the Nation.

## **5.8. Confidentiality**

The Contractor shall maintain all non-public information secured in connection with any contract with PBPN in strict confidence, with disclosure only to individuals as needed to perform under the contract and on a need-to-know basis.

## **5.9. Health Insurance Portability and Accountability Act of 1996**

- 5.9.1.** If applicable, the Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the PBPN Health Clinic in the course of performance of the Contract so that both PBPN Health Clinic and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Contractor who will sign any documents that are reasonably necessary to keep PBPN Health Clinic and Contractor in compliance with HIPAA,

including, but not limited to, business associate agreements.

**5.9.2.** If applicable, and requested by the PBPB Health Clinic and PBPB Procurement Office, Contractor agrees to sign a “Pledge to Protect Confidential Information” and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by PBPB Health Clinic or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA.

#### **5.10. Tribal Business Licensing (Applicable)**

Contractors conducting business within the PBPB Tribal community must obtain a business license. The cost of an annual license is approximately fifty dollars (\$50.00). The Contractor shall comply with the PBPB Tribal community business registration, licensing, and other applicable tribal regulatory laws, and shall pay any applicable licensing fees. A copy of a current business license must be provided to PBPB Tribe and be maintained for the duration of the contract.

#### **5.11. Governing Law and Jurisdiction**

Unless otherwise approved by the PBPB Tribal Council, this contract shall be governed by and construed in accordance with the laws of the PBPB, and the contractor consents to jurisdiction of the PBPB Tribal Courts for all matters related to or arising out of this contract.

#### **5.12. Sovereign Immunity**

Notwithstanding any other terms or provisions of this Agreement, Contractor understands and agrees that the PBPB Tribe, by entering into this Agreement, does not waive its sovereign immunity from suit, nor does it waive, alter, or otherwise diminish its rights, privileges, remedies or services guaranteed by the Treaty with the PBPB Tribe of 1856 (12 Stat. 971).

#### **5.13. Contractor Responsibility**

Nothing in the contract shall relieve or limit the contractor’s responsibility for damages for its own negligence or breach of the contract. Nothing shall require PBPB to indemnify or hold the contractor harmless for its own negligence, breach, or misconduct. All products from or services by a contractor are warranted or represented as being suitable for the intended purpose of the contract.

#### **5.14. Authorization of Services**

Authorization for purchase of services under this Contract shall be made only upon PBPB issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. PBPB shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of PBPB unless:

**5.14.1.** the Purchase Order is changed or modified with an official PBPB Procurement Change Order, and/or

5.14.2. an additional Purchase Order is issued for purchase of services under this Contract.

## 6. **PROTEST**

A protest shall comply with and be resolved according to the PBPB Tribal Procurement Policies. Protests shall be in writing and be filed with both the Procurement Office and with the PBPB General Manager. A protest of the Solicitation shall be received by the Procurement Office before the Bid due date. A protest of the proposed award or of an award shall be filed within ten (10) days after the Procurement office makes the procurement file available for public inspection. A protest shall include:

- 6.1. The name, address, email address and telephone number of the interested party,
- 6.2. The signature of the interested party or its representative,
- 6.3. Identification of the purchasing agency and the Solicitation or Contract number,
- 6.4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents, and
- 6.5. The form of relief requested.

**CERTIFICATION:**

By signing below, I certify that I am authorized to offer the items quoted at these prices, that the items comply with the specifications and requirements listed, or are insubstantial compliance thereto, and that I accept these terms and conditions.

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

\_\_\_\_\_

Print Name

\_\_\_\_\_

Title

\_\_\_\_\_

Company Name

\_\_\_\_\_

Telephone

\_\_\_\_\_

Email

# ATTACHMENT "A"

## SCOPE OF WORK

The Prairie Band Potawatomi Nation is conducting a due diligence review for the Nation's Government Employee 401k and Profit-Sharing plan. We are seeking proposals for recordkeeping, advisory, and administrative services to compare to our existing retirement plan. If you are interested in participating in our RFP process, please complete the questionnaire below and return by **June 23, 2023 @ 3:00 PM**

Please provide electronic copies only.

### **Plan Information:** Prairie Band Potawatomi Nation Governmental Employees 401(k)/PS Plan

- Plan Assets approx. \$14,500,000
- 254 active/ Eligible participants
- Annual Contribution \$1,200,000

### **Note: This plan is managed as a Sovereign Nation Plan and not subject to ERISA**

- Please provide a pricing breakdown for Recordkeeping Services. Please assume no proprietary fund usage. Assume no fixed account or proprietary stable value fund usage. Assume No managed account.
- List separately any potential cost reductions available for any of the above offered services.
- Please detail cost for advisory services.
- List any additional administrative services costs.
  - Document, Loans, Distributions, Profit Sharing Calculation. Etc.
  - Cost for Education meetings, on site and/or virtual
- Please provide a recommended investment lineup and detail your selection criteria and process.
- Please state whether you are proposing the use of an independent third party administrator or a bundled service provider solution. If you are proposing a separate third party administrator, they must complete the applicable sections of the RFP as well.

### **Organization & History**

1. Please provide the name(s), title(s), address(es), email address(es), telephone and fax number(s) of the individual(s) responsible for responding to this request.
2. Provide a brief overview of your company and history of your organization including an organizational chart of your retirement plan services organization. Please describe any parent/subsidiary/affiliate relationships that would be involved in the servicing of this relationship.
3. Please provide details of your experience working with Native American Tribes. Please provide 3 references.
4. Indicate how many years your company has been active in the defined contribution business, i.e., 401(k), profit sharing, etc. (Indicate the period of time for each service, if different, such as investment management for X years, recordkeeping for Y years, trustee services for Z years.)

5. Indicate the total value of assets in all defined contribution plans for which you provide recordkeeping services.
6. Please provide the total number of defined contribution plans for which you provide advisory services. How many are sovereign nation plans?
7. What is the total number of participants in all defined contribution plans for which you provide recordkeeping services?

**Client Service & Quality Assurance**

1. Please describe the team that would deal directly with us during the transition and on an ongoing basis. Indicate staff size, experience, and turnover rates.
2. Please describe the typical interactions we would have with our support team during transition and on an on-going basis. Indicate the type of interaction, the frequency, and the medium
3. What type of training is required for new employees before they work on client plans?
4. What type of on-going training do your employees complete each year?
5. How many of your employees work on defined contribution plans? Provide breakdown by functional area.
6. Describe your organization’s commitment to quality and your philosophy/approach to client services.
7. Describe your procedures for monitoring:
  - a. Plan Sponsor Satisfaction
  - b. Participant Satisfaction
  - c. Operational Controls
8. Describe any training, events, or publications you provide to your plan sponsor clients or their advisors. Include a description of the programs, the method used to distribute information or train client staff, and how frequently the programs are delivered.
9. Describe your service/timing standards.
10. What checks and balances do you have in place to assure plan administration integrity and accuracy including participant account data?

## **Recordkeeping & Administration**

1. Do you provide one main contact for the daily administrative needs of this plan?
2. Describe in detail, including timing, how your system processes withdrawals (i.e., in-service and hardship withdrawals).
3. Describe in detail, including scope of services, timing and workflows, how you handle and process:
  - a. Lump-sum Distributions
  - b. Required Minimum Distributions
  - c. Systematic Payments/Installments
  - d. Annuities
  - e. Rollovers to another plan or an IRA
4. Describe in detail your system's eligibility calculation capability. How many different types of eligibility can your system support?
5. Describe your beneficiary services including gathering and storing beneficiary information, prompting participants to update beneficiaries, and accessing beneficiary information in the event of the participant's death.
6. Describe in detail your capabilities in administering fees for the plan.
  - a. Per head fees
  - b. Transaction fees
  - c. Asset-based fees at the participant level
  - d. Asset-based fees at the plan level
  - e. Management of plan expense accounts
  - f. Fees from forfeiture amounts
  - g. Fees invoiced to the plan sponsor
  - h. Financial professional fees



## **Plan Sponsor Reporting**

1. Describe the standard reporting packages and the frequency and time frame they are available as well as the media through which they are offered.
2. Please describe any reports that help us monitor key metrics about our plan.

Please include such reports as:

- a. Participant engagement with various channels, tools and services
- b. Participant usage of key plan features such as loans and withdrawals, Roth contributions, etc.
- c. Retirement readiness as measured by projected retirement income
- d. Investment analysis including performance, usage, adherence with investment policy

3. Describe in detail the functionality and content available on your plan sponsor website.
4. Please describe the data security and user authentication procedures for your plan sponsor website.
5. Can the website be configured so that different users can only view or change certain information? If so, please describe these capabilities.
6. Describe how our staff is trained to use your sponsor website.

## **Participant Experience & Service**

1. Describe the account services, transaction capabilities, and educational content available through your participant website.
2. If mobile devices are available, please indicate the operating systems supported (e.g. Apple, android, etc.).
3. Describe the account services, transaction capabilities, and educational content that are available through mobile devices.
4. Do you provide any text alerts via mobile devices? If so, please describe.
5. How are website and mobile transactions processed and documented?
6. Are there any transactions that cannot be processed through these channels?
7. Describe how participants are authenticated on the website or mobile device and how that authentication is integrated with the VRS or call center.
8. Describe your e-delivery capabilities.
9. Describe the availability of any documents in electronic form including:

- a. Plan Information
- b. Statements
- c. Confirmations
- d. Tax Forms
- e. Notices and Disclosures
- f. SPDs/ SMMs
- g. Investment Information
- h. Educational Content

10. If a participant elects to move from the website or mobile site/app to a call center service representative, describe the interface between the website and the service representative.
11. How often is the data on the website, the mobile site, or any mobile app updated? How does these channels interface with the recordkeeping system?
12. Please identify your account access and transactional availability statistics for each of these channels (average availability per month as a percentage).

**Please identify your toll-free service center standards.** Please include for each of the last three calendar quarters, statistics related to actual performance.

- a. Number of calls
- b. Average length of calls
- c. Average response time
- d. Percentage of calls requiring follow-up
- e. Call abort rate
- f. Percentage of incoming calls totally handled via VRS versus toll-free live service center representative assistance
- g. Percentage of service requests handled via website versus call center and VRS

13. What are the hours of operation for your call center representatives?
14. Do you monitor and/or tape calls to your call center?
15. What information is available to toll-free service representatives to allow them to effectively answer participant questions?

16. What type of help can your call center representatives offer to participants trying to use your participant website or mobile sites or apps?
17. Briefly describe your background and experience in providing communication and education programs.
18. For any worksite meetings included in your proposal, please describe the meeting contents, the meeting leaders, and the methodology for determining the number of meetings proposed. Please indicate whether any of these meetings, materials, or presentations constitute fiduciary investment advice, and if so, please describe any fiduciary investment advice provided, as well as any non-fiduciary education.
19. Are worksite meetings available for all shifts and all locations?
20. Identify non-standard elements to a communication and education program you may provide for an additional charge.
21. Describe separately your initial and on-going communication and education program (including printed material, visits, training, etc.). If the program is tailored to a specific plan sponsor need, identify the critical issues to be determined in designing such a program. If any of the services that are part of this program constitute fiduciary investment advice, please differentiate those from non-fiduciary education services.
22. Does your organization provide any services (e.g., personal questionnaires, software) that would help individual participants with financial planning? Describe any electronic education tools you provide and indicate whether the tool is available via your participant website or any mobile devices. If any of these services or tools represent fiduciary investment advice, please differentiate those tools and services from non-fiduciary education services.
23. Do you calculate for each participant their projected retirement income? If yes, please describe how the calculation is performed, and where and how participants and sponsors can view or modify the information.
24. Describe the process you use to help plan sponsors measure the effectiveness of employee education efforts.
- 25.

## **Cyber Security**

1. Do you adhere to the SPARK Institute's Best Practice on cyber security? If so, please provide a copy of your SOC2 or AUP report that aligns with SPARK's 16 control objectives.

## Investments

1. Please describe any fiduciary services your organization provides to advise us on the investments in the plan.
2. Please include a recommended investment menu.

## Expenses

Please attach a schedule of all expenses covering each of the services and activities identified on the following listing. Also, please identify if the expense is:

- a. One-time or ongoing
- b. Performance adjustable charge
- c. Breakpoint impacted
- d. Discount oriented
- e. Participant paid (direct or account adjustment)
- f. Plan sponsor paid (billed and billing frequency)
- g. Paid through indirect compensation from third parties
- h. Managed through an expense account
- i. Guaranteed (and length of guarantee)
- j. Accounted for or accrued in determining daily investment share/unit value

**ATTACHMENT “B”**

**BUDGET SHEET**

To be provided by the bidder in a separate PDF as part of the Cost Proposal.

**ATTACHMENT "C"**

**DRUG FREE WORKPLACE CERTIFICATION**

The undersigned hereby certifies to the Prairie Band Potawatomi Nation, subject to penalty for perjury pursuant to the laws of the Prairie Band Tribal Court, that the following is true and correct:

1. The undersigned is a duly authorized representative of the Contractor and, in that capacity, has executed this certification on behalf of the Contractor.
2. The Contractor, in accordance with Government Code Section 41 U.S.C. Code §8102, the Drug-Free Workplace Act of 1988, shall provide a drug-free workplace by doing all of the following:
  - a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
3. Establishing a drug-free awareness program to inform employees about all of the following:
  - a) The dangers of drug abuse in the workplace.
  - b) The person's or organization's policy of maintaining a drug-free workplace.
  - c) The availability of drug counseling, rehabilitation and employee-assistance programs; and
  - d) The penalties that may be imposed upon employees for drug abuse violations.
4. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision
  - a) Above and that, as a condition of employment on the Project, the employee agrees to abide by the terms of the statement.
5. The Contractor hereby acknowledges and agrees that, if the District determines that the certification given herein is false or that the Contractor violated this certification by failing to implement the requirements of Government Code Section 41 U.S.C. Code §8102, the Contract shall be subject to termination, suspension of payments, or both, and the Contractor shall be subject to debarment in accordance with the requirements of Code Section 8102.

\_\_\_\_\_  
Signature Company Representative

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

## ATTACHMENT "D"

### DISBARMENT DISCLOSURE

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#### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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This certification is required by the regulations implementing Executive Order 1249, Debarment and Suspension, 13 CFR part 145. The regulations were published as Part VII of the May 26, 1988 Federal register (Pages 1916-19211). Copies of the regulations are available for the local offices of the U.S. Small Business Administration.

1. The Prospective participant certifies to the best of its knowledge and belief that it and its principles:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
  - b) Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c) Are not presently indicted for or otherwise criminally charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
  - d) Have not within a three (3) year period preceding this application Proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective primary shall attach an explanation to this proposal.
3. I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

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Name of Authorized Representative

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Title of Authorized Representative

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Firm Name and Address

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Date

