

RESOLUTION 25-R-17

**IOWA TRIBE OF KANSAS AND NEBRASKA
EXECUTIVE COMMITTEE
June 11, 2025**

WHEREAS, The Iowa Executive Committee being duly organized met in Regular Meeting this 11th day of June, 2025; and,

WHEREAS, The Iowa Tribe Executive Committee has authority to act for the Iowa Tribe under the present Constitutional authority as provided in Sec. 1.a., Article V - Powers; and,

WHEREAS, The Iowa Tribe of Kansas and Nebraska being organized and empowered by their Constitution and Bylaws (approved November 6, 1978, and amended August 27, 1980); and,

WHEREAS, The Iowa Tribe of Kansas and Nebraska is creating stronger community engagement and governance processes by updating and formalizing policies and procedures;

NOW THEREFORE BE IT RESOLVED, that the Iowa Tribe Executive Committee does hereby adopt the Tribal Procurement Policy and Procedure set forth in Attachment A of this Resolution; and it shall take effect and be in force from and after its adoption.

CERTIFICATION

The foregoing Resolution was duly adopted this date, June 11, 2025, in a Regular Meeting of the Executive Committee, at which ___ members of the Committee were present, constituting a quorum, by a vote of ___ for, ___ against. Chairman abstained.

**_____
Timothy N. Rhodd, Chairman
Iowa Tribe Executive Committee**

ATTEST:

**_____
Anthony G. Fee, Secretary
Iowa Tribe Executive Committee**

IOWA TRIBE of KANSAS & NEBRASKA

As approved through Executive Committee Resolution No.25-R-17

TRIBAL PROCUREMENT POLICY & PROCEDURE



IOWA TRIBE OF KANSAS & NEBRASKA
INDIAN RESERVATION (Iowa Tribe)

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CHAPTER 1. GENERAL PROVISIONS

SECTION 1. PURPOSE AND APPLICATION

A. Purpose: To establish the policies and procedures for the procurement of supplies, materials, equipment, and contracted services for the Iowa Tribe of Kansas & Nebraska that meet the following objectives of the Tribe:

- Purchase items from reliable vendors.
- Purchase items of quality to meet minimum quality standards.
- Obtain the desired items at a reasonable/fair market price and apply Indian preference where practical and to the greatest extent feasible.
- Purchase only those items that are properly authorized and are for legitimate tribal purposes.
- Assures that the ITKN Tribe's procurement activities are in compliance with Tribal laws, applicable Federal standards, and regulations, and assures compliance with applicable Indian Preference requirements for procurement and contracting opportunities.

B. Application. These policies and procedures apply to all contracts and modifications (including change orders) for construction services, for the purchase, lease or rental of supplies and equipment, and the purchase or acquisition of all other items or services of value by the Tribe, whether by contract, credit card or purchase order.

C. The Executive Committee may, in its sole discretion deviate from the policies set forth in these policies and procedures when they determine that it is in the best interests of the Tribe to do so, and when doing so would not violate applicable federal law and regulations governing the use of federal funds. Examples when such deviation may be when renewing contracts with longstanding providers of unique professional services, where continuation of the contract with the same provider is in the Tribe's best interests, or contracts with third parties which must be procured on short notice for a specialized purpose, or in an emergency.

D. Exempt Transactions: The following are examples of transactions not subject to this policy. They include, but are not limited to:

- Employee Travel
- Utilities
- Postage
- Interdepartmental charges
- Petty cash
- Fuel

- Subscriptions
- Fees
- Small capital items under \$five hundred dollars
- Seed and Fertilizer
- Resale items

E. Federal procurement standards applicable to the Tribe’s administration of federal funding are set forth at 2 CFR 200.318. Nothing in this Policy shall prevent the Tribe from complying with the terms and conditions of any grant, contract, gift, or bequest that are otherwise consistent with applicable law.

SECTION 2. DEFINITIONS

- A. *Agreement-at-a-Glance*. Form which must be completed and submitted to the Executive Committee as a quick review of all provisions to any agreement or addendum to any agreement which will be brought to the Executive Committee approval.
- B. *Authorized procurement personnel/tribal buyer/Procurement Management*. The associate of the Tribe authorized to make purchases on behalf of the Tribe or identified as the owner’s representative in a construction contract or contract for services.
- C. *Bid*. A vendor's formal price offered for items requested on a *quotation request*.
- D. *Blanket Purchase Order*. A purchase order issued to a vendor for items or services for a specified period, but not exceeding the end of the current fiscal year, when it is determined to be in the best interest of the Tribe. After its acceptance by the vendor, purchases may be made against it periodically as required without calling for new purchase orders up to the dollar amount of the blanket purchase order.
- E. *Change Order*. A written modification to a purchase order, blanket purchase order or contract approved by the Tribe directing the vendor to change the contract amount, requirements, or time.
- F. *Claim for Payment*. The form used by the Accounting Office to process payments. This includes an approved invoice.
- G. *Conflict of Interest (COI)*. An interest which may affect, or might reasonably appear likely to affect, the judgment or conduct of an officer, employee, or agent (together “associates”) of the Tribe.
- H. *Goods*. Also referred to as Personal Property. Items such as, supplies, material, livestock, furnishings, equipment, vehicles, and material objects other than real estate or buildings.
- I. *Immediate family member*. The employee’s spouse, brother, sister, parents, children, stepchildren, father-in-law, mother-in-law, daughter-in-law, son-in-law, and any other member of the employee’s household who is considered a dependent for IRS purposes.
- J. *Major Iowa Tribe Employer* means a business that is employing an Iowa Tribal member in a leadership position or management in which they have the ability to influence the effectiveness of the relationship.
- K. *Professional Services*. The services of attorneys, physicians, architects, engineers, accountants, consultants, or other individuals formally certified as a member of a trade association of an organized profession that certifies successful completion of its

requirements.

- L. *Public Works Services*. Services for the erection, construction, alteration, installation, repair, or improvement of any public structure, building, road or other public improvement of any kind paid for in whole or in part out of public funds. Additional examples of public works include projects related to fences, runways, excavations, quarry repairs and alterations, bunkers, tunnels, power lines, conveyors, towers, and water tanks.
- M. *Purchase Order*. A legally binding document issued by Procurement Management/the Accounting Department that specifies the *goods* or services ordered from a vendor in excess of \$1500.00. The Tribe shall utilize its own Purchase Order form. Should the vendor require the use of its own purchase order, any accompanying vendor terms and conditions or agreements must be reviewed and approved by the department manager and any required insurance obligations must be satisfied.
- N. *Purchasing System*. The procurement system used by the Tribe to enter requisitions, process requisitions
- O. *Quotation Request*. The document used by the Tribe to solicit bids from vendors.
- P. *Quote Sheet*. The form used by a department to document vendor quotations when using the Fast Track Bidding process.
- Q. *Request for Proposal (RFP)*. A document used to solicit proposals for services.
- R. *Request for Qualification (RFQ)*. The process used to solicit qualified consultants for a project.
- S. *Tribal Buyer*. An employee of the Tribe initiating the purchase request
- T. *Services*. In this manual, services shall refer to all services other than public works or professional services. These are services offered by individuals without such generally recognized specialized knowledge whose primary product is labor. Examples of this type of service are auto repair, office equipment repair, pest control, printing, and towing.
- U. *Sole Source Acquisition (Exception to Bid)*. When in the best interest of the Executive Committee/Tribal Administrator, a procurement process in which a *good* or *service* is procured from a single source without competition. Examples of justifications for a sole source procurement might include emergencies (health and safety issues), a proprietary product available only from one source, parts and/or maintenance for existing equipment, products and/or services authorized or required by statute or agreement, in legal agreements, contracts that require individuals with knowledge in Iowa Tribal culture, schools, hospital or health care providers, utilities, advertising, etc.
- V. *Requisitions*. Requisitions are the documents submitted by the requesting department through the *purchasing system* to request a *good* or *service* from a vendor. It is the department's responsibility to ensure funding is available and that the expense key has been established prior to submitting the requisition.
- W. *Insurance*. Vendors are required to carry insurance in the amounts and coverages established by the Executive Committee. The minimum coverage and dollar amounts established by this policy. The Executive Committee or their designee has the authority to approve variances of coverage and dollar amounts when deemed appropriate. The department shall not begin services until the vendor's insurance certificate and any endorsements have been reviewed and conform to Tribe's requirements.

SECTION 3. STANDARDS OF CONDUCT

A. ETHICAL STANDARDS

In addition to any other applicable Tribal laws, codes or policies addressing ethics and conflicts of interest, all tribal officials, employees, and agents who are involved in the procurement process, including purchasing, or contracting activities, must abide by the following ethical standards of conduct:

- a. The authority to initiate a purchase or lease of goods or services on behalf of the Tribe is delegated by the Executive Committee. Those delegations shall not be exceeded.
- b. Tribal officials, employees, and agents will refrain from participating in the procurement process, either directly or indirectly, if he or she has a real or apparent conflict of interest. Such a conflict arises when the Tribal associate has a financial or other interest in the firm being considered or selected for a procurement award. It also arises when an immediate family member, a business partner or associate of the tribal associate has a financial or other interest in the firm. A financial interest includes, but is not limited to, any of the following interests:
 - i. When Tribal officials, employees, and agents or their immediate family members have ownership of any interest or involvement in any relationship form which, or as a result of which, a person has received within the past year, or is presently or in the future entitled to receive, more than \$100 per year or its equivalent;
 - ii. When Tribal officials, employees, and agents or their immediate family members have ownership of 5% or greater of any property or business;
 - iii. When Tribal officials, employees, and agents or their immediate family members hold a position in a business such as an officer, director, trustee, partner, employee or similarly or holding any management position.
- c. Tribal associates will not solicit or accept substantial gratuities, favors, or gifts of monetary value from vendors, potential vendors, contractors, potential contractors, or parties to sub-agreements. For the purposes of this policy, "Substantial" or "Excessive" means anything of value greater than \$5.00 (five dollars). Gratuities, favors, or gifts provided by any vendor which are unsolicited and less than \$25.00 in value will be recorded and provided for the benefit of all employees of the tribal organization. I.e., a Christmas basket sent to the Tribal offices.
- d. Any tribal associate who has unknowingly obtained any benefit resulting from a procurement award issued by the Tribe will immediately, upon discovery, report the benefit to their supervisor or to the Tribal Administrator. Failure to report such a benefit, once it has become known to the person, is a breach of the ethical standards governing tribal procurement activities.
- e. No tribal official, employee, or agent of the Tribe shall knowingly use confidential information regarding a potential purchase or contract for goods or services for actual or anticipated personal gain. During the procurement process all tribal officials, employees or agents involved in the process shall avoid situations where vendors or contractors may

overhear or see confidential information.

- f. Tribal officials, employees, and agents engaged in procurement activities will at all time act in good faith when dealing with actual or potential vendors or contractors.
- g. Any tribal official, employee, or agent who has doubts about the propriety of an action or decision shall refrain from taking that action or making that decision until such time as such doubt has been resolved. When advice or counsel would be helpful and proper, the tribal official, employee, or agent shall notify the Tribal Administrator or his or her supervisor.

B. SPECIFIC OBLIGATIONS AND PROHIBITIONS APPLICABLE TO ANY ASSOCIATES OF THE TRIBE OR VENDOR OR CONTRACTOR INVOLVED IN THE PROCUREMENT PROCESS

- a. Professionalism. Associates of the Tribe are responsible for maintaining a good rapport with vendors and representing the Tribe in a professional manner by maintaining a high level of business ethics in all concerns.
- b. Undisclosed financial interest. Associates of the Tribe shall not engage or participate in any transaction, commercial or otherwise, involving the Tribe, its affiliates, divisions, or subsidiaries in which they have a significant undisclosed financial interest.
- c. Disclosure. Associates of the Tribe engaged in procurement activities are expected to be free from interests or relationships which are actually or potentially detrimental to the best interest of the Tribe. The following applies to associates found to have a real, apparent, or potential conflict of interest:
 - i. Inform supervisor. Any associates of the Tribe involved in procurement who has assumed, or is about to assume, a financial or other business or personal relationship which may involve a conflict of interest (COI) must immediately inform their supervisor of the circumstance.
 - ii. Review by Tribal Administrator/Executive Committee. Any potential conflict of interest will be reviewed by the Tribal Administrator or Executive Committee for a decision on whether a conflict of interest exists.
 - iii. Course of action. If a conflict of interest is determined to be present, the Tribal Administrator or Executive Committee will determine the appropriate course of action.
- d. Written waiver. Only the Tribal Administrator or the Executive Committee has the authority to waive a potential conflict of interest and such waiver must be in writing.
- e. Influences. Avoid situations where judgment may be influenced in dealings with vendors or potential vendors.
- f. Certification. A conflict of interest certification is required to be signed by all associates, including Council members, who participate directly or indirectly in the selection, award, or administration of any contract. An example of the Conflict of Interest form is attached to this policy as Appendix A
- g. Nepotism. Nepotism in procurement occurs when an associate of the Tribe involved in the procurement process uses their influence to favor or provide preferential treatment of their immediate family members, friends, or business associates. No associate of the Tribe will approve purchases, contracts, or other financial relationships with immediate family members. Tribal associates will recuse themselves from those decisions, and if not, will

- face disciplinary action.
- h. Kickbacks. It shall be a violation of this policy for any payment, gratuity, or offer of employment to be made by or on behalf of a vendor as an inducement for the award of a contract, subcontract or order.
 - i. Reporting and Investigating. Any associates of the Tribe shall immediately inform their supervisor and Tribal Administrator of any gratuities or kickbacks offered or suspected bribery. The Tribal Administrator shall investigate all such reports and take appropriate disciplinary action.
 - j. Disciplinary action. Disciplinary actions may be applied for violations of these standards of conduct by associates of the Tribe up to and including termination of employment.
 - k. Criminal Penalties. To the extent that violations of the ethical standards of conduct set forth in this section constitute violations of applicable law, they shall be punishable as provided therein. Such penalties shall be in addition to the disciplinary actions set forth in this Section.

SECTION 4: FEDERAL REGULATIONS GOVERNING PROCUREMENT UTILIZING FEDERAL FUNDING

The purpose of this section is to familiarize employees with Iowa Tribe's policies governing the legal regulations of the acquisition function, as well as a reference tool for applicable Federal Regulations. The Tribe receives funding from a variety of sources, including federal, state, and private grants and from the Tribe's economic enterprises.

Any associate involved in the procurement process must be familiar with the specific laws, regulations, and limitations applicable to the funding source being used for procurement. If there are any questions regarding the requirements of any funding source, associates should discuss with the Tribe's grants office personnel.

The following are some of the Federal Regulations, Circulars and Laws applicable to procurement of goods and services utilizing federal funds. It is important to note that each funding source may have its own applicable regulations that must be reviewed and followed:

Federal Regulations

2 CFR Chapter II	Office of Management and Budget (OMB) Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance") Provides specific guidance related to allowable costs.
PL-93-638	Indian Self Determination and Education Assistance Act Provides general guidance for self-governance agreements.

2 CFR 200	Nonfederal entities are required to follow the requirements at 2 CFR 200.318-327. The regulations require that procurement activities be performed in an equitable and competitive manner to promote equal treatment, efficiency, and economy in federal grant activities. In addition, there must be a process in place ensuring that contracts are not awarded to contractors or individuals excluded from participation in federal programs. This is done by performing a review in the System for Award Management (SAM).
25CFR	Indians: Provides guidance related to the operation and functions of Indian tribes
25 USC 5307	Sets forth requirements for Indian/Tribal preferences in self-determination contracts.
24CFR	Housing and Urban Development. Provides guidance for procurement activities. Native American Housing Assistance and Self-Determination Act of 1996 (Section 203(g) Program Requirements)
OMB Common Rule	Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Requirements for most federally funded grants and cooperative agreements.
HUD Section 3	Section 3 will be applied in accordance with 24-CFR-Part 135- Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u) as implemented by 24 CRF part 135. Requirements: Sec 1000.42

CHAPTER 2 PROCUREMENT PROCEDURES

The purpose of this chapter is to establish the procedures for the procurement of goods and services, to establish levels of authority and responsibility within the Iowa Tribe applicable to the Tribe's procurement procedures and acquisition activities. It will be the responsibility of the Executive Committee to keep this document updated.

As per written delegation from the Executive Committee, the Tribal Administrator/Director and Accounting Manager are given administrative authority to approve purchase and contract documents. Signature authority may not be re-delegated except by the Executive Committee's approval.

A purchase requisition initiated by a Tribal program and approved by authorized employees shall be the document delegating Procurement Management to procure the requested goods and services. The Authorization to sign purchase order documents regardless of the dollar amount is delegated to the Executive Committee Chairperson or their designee, upon receipt of a properly approved requisition and after all policies and procedures regarding procurement have been satisfied.

SECTION 1. REQUISITIONS

Generally, the procurement process begins when a tribal buyer (an authorized associate) requests goods or services required by their department. The need for goods or services will be identified by monitoring various program activities. All requisitions for goods and/or services shall be submitted to Procurement Management and must be entered and approved in the Iowa Tribe financial system to include grant administration approval, as needed. Accounting staff shall identify those Department associates responsible for the Procurement Management function.

Emergency or rush purchases should be kept to a minimum. An emergency purchase is one where there is an unexpected, serious occurrence or situation urgently requiring prompt action. For the purpose of these procedures, an emergency shall be defined as when the lack of services or supplies will stop or hinder the operations of the tribal government, or cause harm or injury to an individual tribal citizen. Proper planning by requesters is vital to ensure rush purchases are kept to a minimum. Emergency purchases will be handled on a case-by-case basis.

Except for Emergency or rush purchases, requisitions must be received by the Accounting Department/Procurement Management far enough in advance of the date needed so proper compliance with Tribal Policies and Procedures may be ensured.

The purchase requisition form shall include the following:

1. Department name
2. Suggested vendor name, address, and phone number for procurements with an estimated cost of over \$500.00
3. Date of the requisition was initiated

4. Date required
5. Reason items are required
6. Ship to
7. Quantity needed
8. Unit of purchase (each, dozen, gross, etc.)
9. Description/part number
10. Requested by
11. Approved by
12. Funding source
13. Remarks/special instructions (i.e., any special grant requirements that pertain to this purchase)

Any information missing or incorrect could result in the requisition being returned to the requesting department for clarification or information.

SECTION 2. APPROVAL OF PURCHASE REQUISITIONS

Every requisition for goods and services must be entered into and approved in the Tribe's financial system. Approval authorization limits established through this policy are intended to provide a reasonable level of control by the Executive Committee or authorized designee, Tribal Administrator or Executive Committee Chairperson, and Department Managers.

Approval authorizations will be limited to Department Managers and above to ensure that expenditures are being reviewed by people with knowledge of and responsibility for the proper use of funds.

The levels of approval authority are as follows:

- \$0 - \$1,500 – Department Managers
- \$1500 - \$24,999 – Tribal Administrator or Executive Committee Chairperson or their written designee
- Above \$25,000 – Executive Committee Approval

Authorization to sign purchase orders or contracts, regardless of the dollar amount, once properly approved is delegated to the Executive Chairperson, Tribal Administrator, or Accounting Manager upon receipt of all required documentation. The purchase order or contract may contain either an actual signature or an electronic signature.

In the event that a Purchase Order change is requested, the change order must be processed as required by Chapter 3, Section C, Change Orders.

SECTION 3. PROCUREMENT PROCESS

The first step in the procurement process is to determine what category the procurement falls into.

A. PROCUREMENT CATEGORIES

Procurement by the Tribe will fall into one of the following categories:

a. Micro-Purchases

The Iowa Tribe defines a micro-purchase as one that is anticipated to result in an award of less than \$10,000. These acquisitions may be awarded without soliciting competitive price or rate quotations if the Tribal buyer considers the price to be reasonable based on research, experience, purchase history or other information. They will be awarded in the order of Tribal preference listed above to the greatest extent feasible. Procurement Management may also utilize other government contracts, or if more favorable pricing may be obtained, a non-Native owned business vendor may be used.

Petty cash maybe be utilized for micro-purchases, but should be kept to a minimum, since purchasing in limited quantities does not provide the best price. Petty cash shall be monitored and audited by Procurement Management.

b. Small Purchases

The Iowa Tribe defines a small purchase as one that is anticipated to be at least \$10,000 but less than \$24,999. For small purchases, the tribal buyer or Procurement Management will obtain bids orally by telephone or in writing from vendors and others to ensure at least two bids are obtained. When soliciting quotations, the Tribe shall inform the sources solicited of the specific item being procured, the time by which quotations must be submitted, and the information required to be submitted with each quotation. The Tribe shall obtain written quotations; however, the written quotation may be a confirmation of a previous oral quotation only if it is submitted within 15 days of the oral quotation or by the due date for submitting quotations. The names, addresses, and telephone numbers of the offerors and persons contacted, and the date and amount of each quotation shall be recorded and maintained as a public record.

At the discretion of the Tribal buyer and/or the requesting department, the formal sealed bid process may be utilized if technical materials are needed, such as specifications or drawings. These procurements will be posted on the Iowa Tribe bid website for a minimum of three (3) days, unless extenuating circumstances dictate otherwise. Procurement Management shall document the result of the bid process in the purchase order file upon award of the procurement.

The Tribe shall attempt to obtain quotations from a minimum of two (preferably three) qualified sources and document the procurement file with a justification whenever it has been unable to obtain at least two quotations. Solicitation from fewer than two sources is acceptable if the Tribe has attempted but has been unable to obtain a sufficient number of quotations. The sole quotation received may be accepted only in unusual circumstances (such as an emergency threatening public health and safety).

Award based on price. If the bid for a small purchase is based on price and Tribal preference, a 5% preference will be given to Iowa member-owned, and Native-owned firms. The award shall be made to the greatest extent feasible to Native-owned firms. If the bid for a small purchase is based on multiple evaluation criteria, then a minimum of 10% of the evaluation points shall be reserved for Iowa member-owned, and Native-owned firms preference, allocating points in the order of preference above.

c. Procurement Process – Major Purchases

The Iowa Tribe defines a major purchase as one that is anticipated to result in an award of \$25,000 or greater. For major purchases, or for procurements that factor in evaluation criteria as well as cost, Tribal buyers will use the formal sealed bid process or the competitive proposal method of procurement. (2 CFR 200.320(d))

For any major purchase solicitation issued by the Iowa Tribe using multiple evaluation criteria, a formal solicitation shall be issued, including evaluation factors and a rating system to evaluate each proposal or quotation. The solicitation shall identify all evaluation factors, including cost or price. Formal solicitations for sealed bids or competitive proposals will be advertised for a minimum of three days unless extenuating circumstances dictate otherwise. If authorized by a requisition from the requesting department, appropriate advertising may be placed in designated newspapers and publications. All postings and advertisements will contain the scope of the procurement.

When preparing bid documents, it is important that complete and accurate information be provided. The requesting department will include detailed information such as the estimated cost range, date required, quantity, description, special conditions, specifications, delivery requirements, and suggested open dates for the bid process. In the event an Iowa Tribe program needs assistance with developing and drafting specifications for construction or repairs of facilities, they will contact the Tribal Administrator who will assist them in obtaining those specifications. At no time will vendors be contacted to develop and draft specifications, or to provide a quote on a product or service, unless coordinated through the Executive Committee Chairperson. Price will be considered but will not always be the deciding factor. Other criteria such as past performance, service and delivery capabilities, financial capability, and other attributes of the service provider may receive at least equal weighting to price considerations in the overall award. Attributes should be as quantifiable as possible, avoiding subjective rating. If a program/department gathers information and forms a preference, the Tribal buyer will consider that information; however, the Tribal buyer is responsible for conducting the bid process.

For procurements over the \$25,000 threshold, Procurement Management will prepare a bid form documenting all the formal bids or proposals received and send it to the requesting department for concurrence and comparison with the program's estimated cost and original budget. The requesting department will then advise Procurement Management of their concurrence with the proposed award and will furnish all original cost/price analysis and budget information to Procurement Management.

After an approved requisition is received from the requesting department by the Tribal buyer with all corresponding cost/price and budget information, Procurement Management will proceed to award the procurement. Upon award of the procurement, the buyer may post the name of the successful vendor.

If approved by the Iowa Tribe, a contract awarded to a general contractor may generally be subcontracted, provided that the Indian-preference requirements herein apply, regardless of the level of subcontracting activity. Failure to apply Indian preference to subcontracts shall be deemed a violation.

B. COMMUNICATIONS WITH VENDORS

Vendors will be notified of bid and proposal opportunities through the Iowa Tribe's normal posting process which may include but is not limited to posting it on the internet, or at the Tribal Office. The Iowa Tribe Procurement Management staff will to the greatest extent feasible solicit bids from qualified Native-owned vendors and may, for certain bid opportunities limit solicitation to Tribal Preference categories.

During any solicitation process, all communication of any sort, including technical questions that arise during the bidding process will be directed to Procurement Management, who will obtain answers from the requesting department. Procurement Management will distribute this updated information to all the potential suppliers. No other Tribe employees are authorized to communicate with vendors during the solicitation.

C. PREFERENCE REQUIREMENTS

Unless otherwise required by federal law or funding source requirements, the Tribe shall use the following Tribal preference requirements to the greatest extent allowed by applicable law:

First Preference:

Primary preference to "Native-owned businesses" where the majority owners are Iowa Tribe citizens.

Secondary Preference:

Second preference to other "Native-owned businesses."

Third Preference:

Third preference for "Major Iowa Tribe member employer" businesses. In no instance shall preference for "Major Iowa Tribe member employer" businesses supersede preference to Indian-owned businesses.

D. UNAUTHORIZED PURCHASES

All tribal departments shall utilize this process and policy. Each requisition must be placed with

the vendor by an authorized employee within Procurement Management. Failure to follow policy could result in disciplinary action as well as the employee paying for the purchase. Procurement Management will vigorously enforce this policy.

Changes to existing purchase orders or contracts by individuals not in Procurement Management will constitute unauthorized procurements.

E. SOLE SOURCE

Requests for sole-source procurements should be kept to a minimum and justified by the requesting department. A detailed explanation must be provided, and the form must be approved by the appropriate Executive Committee Chairperson or their authorized signatory. Examples of justifications for a sole source procurement might include emergencies (health and safety issues), a proprietary product available only from one source, parts and/or maintenance for existing equipment, products and/or services authorized or required by statute or agreement, in legal agreements, contracts that require individuals with knowledge in Iowa Tribal culture, schools, hospital or health care providers, utilities, advertising, etc. The above justifications are possible examples. Each request will be reviewed individually.

F. VENDORS

Vendor Selection- Vendor selection is an important part of the procurement process. Requesting departments are responsible for providing Procurement Management with clear, detailed specifications. In the event assistance is required with developing and drafting specifications related to construction or repair of facilities, the requesting department shall contact the Tribal Administrator, who will assist them in obtaining those specifications. At no time will vendors be contacted to develop and draft specifications, or to provide a quote on a product or service unless coordinated through the Executive Committee Chairperson or their designee. Tribal buyers are responsible for selecting vendors and coordinating with various departments regarding specifications. Among the considerations a Tribal buyer should take into account when awarding a purchase order or contract:

1. Service and delivery record.
2. Guaranty/warranty of product
3. Competitive price.
4. Quality of merchandise.
5. Indian preference.

While it is the policy of the Tribe to give preference to companies certified as Native-owned, when selecting vendors, it remains important to ensure quality service/material at a reasonable price.

Before we engage a vendor for any federally funded work, the Tribal Administrator or Procurement Management will search the System for Award Management (SAM) for the vendor

by name, tax identification number, or other characteristic to make sure the person or entity has not been suspended or debarred from performing federally funded work.

Vendor Relations - It is important to uphold the Tribe's business ethics and professional courtesy when dealing with vendors. Tribal personnel will practice the following when dealing with vendors:

1. Treat all vendors in a polite, courteous, and professional manner.
2. All vendors will receive fair, and, within the framework of this Manual, equal treatment.
3. Guarantee the confidentiality of all specifications and price quotations made by vendors.
4. Decline to take advantage of seller's errors, show patience and consideration when a vendor makes an error or is having difficulties by cooperating whenever possible.
5. Do not give one vendor information or other consideration that would give them an unfair advantage over another firm.
6. Meet with vendors on a scheduled appointment basis as deemed necessary by Procurement Management or upon request of vendor. Vendor representatives should schedule an appointment with Procurement Management to review proper procedure. Vendor representatives are allowed to meet with user departments when appropriate, however, the appointment should be scheduled through Procurement Management. Vendors should be aware that only the Executive Committee Chairperson or designee is authorized to negotiate purchases and procurement contracts and finalize the purchase of goods and services.

Vendors utilized by the Tribe must:

1. Not be subject to federal disbarment;
2. Possess a valid and current Native-owned business certification, Tribal-issued identification for the majority owner if applicable, and/or any other business certifications. If approved, a vendor is to be considered for Indian preference in solicitations for purchase orders and contracts as per the order of preference outlined in the policy;
3. Provide proof of insurance when vendors or contractors are performing services on Tribal property. Insurance will not be required for deliveries of goods to designated Tribal drop-sites. Insurance may not be required for certain services on Tribal work sites such as consulting.

If required, each vendor must provide a Certificate of Insurance to the Iowa Tribe. The Certificate of Insurance should contain all the following information:

1. Type of Insurance
2. Policy number
3. Effective date

4. Expiration date
5. Limits of liability (usually stated in thousands)
6. Waiver of insurance approved by Executive Committee.

If applicable to the services provided, the following minimum coverages must be in place:

Worker's Compensation and Employer's Liability-The Tribe requires worker's compensation coverage for anyone with one or more employees working on Tribal lands.

Limits of Liability:

1. Bodily injury by accident - \$100,000 for each accident
2. Bodily injury by disease - \$500,000 policy limit
3. Bodily injury by disease - \$100,000 for each employee

General Liability- Vendors need to have comprehensive coverage (including products/completed operations)

Limits of Liability:

Bodily injury and property damage combined - \$500,000

Automobile Coverage - This coverage should encompass all autos including hired and non-owned autos.

Limits of Liability:

Bodily injury and property damage combined - \$300,000

Builder's Risk Insurance (if applicable) - The vendor will maintain builder's risk insurance on a 100% completed value basis on the project for the benefit of the owner, the vendor, and all subcontractors.

4. Other certifications or representations

The following are examples, but not a complete list of certifications and representations that may be requested.

Organizational Conflict of Interest Certification - The vendor declares that to the best of their knowledge they do not have any organizational, financial, contractual or any other type of conflict of interest.

Certificate of Independent Price Determination-The vendor declares that they will not consult with any other vendor or competitor to arrive at the prices for a particular job. It may also state that the prices will not be disclosed by the vendor to any other competitor prior to the award of the contract and the person who signed the offer is the one responsible for determining the bid prices within the organization.

Taxpayer Identification- All vendors must submit their taxpayer identification number and corporate status, such as a corporation, partnership, sole proprietorship, nonprofit organization, or joint venture. This information must be submitted by each vendor in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service.

Authorized Negotiators - Each vendor will submit a list of names, titles, and telephone numbers of the people authorized to negotiate any proposal.

Affirmative Action Compliance - The vendor has or has not developed and implemented an affirmative action program required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2).

Certification Regarding a Drug-Free Workplace- Certifies that the vendor has a drug-free awareness program in place, and it is enforced.

Statement of Good Standing-The Vendor(s) are not currently disbarred, license suspended or revoked, are under investigation by a regulatory or licensing organization, have litigated against the Iowa Tribe, or are former employees who have been dismissed.

Payments to Subcontractors - Unless mutually negotiated and agreed otherwise by the Iowa Tribe, the Contractor and any Subcontractor, all Iowa Tribe's Contractors shall be required to pay subcontractors within ten (10) days of receipt of payment from the Tribe, provided the subcontractor pay applications are complete and accurate.

SECTION 4. CONTRACTOR DISPUTE RESOLUTION

It is the policy of the Iowa Tribe that Procurement Management shall award contracts and place purchase orders with responsible contractors, who are responsible for the performance of any subcontractors under their control.

Dispute Resolution. The Iowa Tribe shall ensure that all vendors are treated fairly and impartially in all situations and that problems, issues, or complaints are handled expeditiously, objectively, and in a business- like manner. This policy and procedure will apply to all vendors, whether they are Native preference certified or other. In the absence of an agreed-upon contractual dispute resolution process, in the event of a dispute with a vendor, the Tribe shall attempt to resolve it through discussion and negotiation.

SECTION 5. TRIBAL DEBARMENT

Tribal Debarment. The Executive Committee may suspend or debar a contractor from doing business with the Tribe or any Tribal entity pursuant to this section for serious repeated poor

performance, or for having engaged in behavior in non-compliance with contract provisions, rules, regulations, or applicable law. The Tribe shall track suspensions and debarments on a form accessible to all Tribal entities, which lists the name, identifying information and term of suspension or debarment. The serious nature of debarment requires that these sanctions be imposed only in the public interest for the Tribe's protection and not for purposes of punishment.

The Iowa Tribe may debar a vendor for, but not limited to any of the following:

1. Two or more claims of computational or serious error in bid submission within a two (2) year period.
2. Unjustified failure or refusal to timely provide or properly execute contract documents.
3. Unsatisfactory performance of a contract, as determined in the sole and reasonable discretion of the Tribe.
4. Two (2) or more occasions within a five (5) year period of failure to submit bond or insurance documents acceptable to the Tribe in the time periods required.
5. Unjustified refusal to properly perform or complete contract work or warranty performance, as determined in the sole and reasonable discretion of the Tribe.
6. Unjustified failure to honor or observe contractual obligations or legal requirements pertaining to the contract, as determined in the sole and reasonable discretion of the Tribe.
7. Conviction under a federal, state, municipal or tribal statute or ordinance for fraud, bribery, theft, falsification, or destruction of records, receiving stolen property or any other similar crime.
8. Any offense or action that indicates a lack of business integrity and that could directly affect the reliability and credibility of performance of the Contractor on future contracts with the Tribe.
9. Any debarment of the Contractor by another governmental agency.
10. Failure to timely submit accurate certified payrolls as requested by the Tribe.
11. Failure to timely submit core crew lists as requested by the Tribe.
12. Failure to cooperate with tribal officials conducting Indian preference monitoring.
13. Safety violations.
14. Two or more occasions in a two (2) year period of using an unauthorized or unlisted subcontractor.
15. Conviction under federal or state antitrust statutes involving public contracts.
16. Knowingly presents or causes to be presented a false claim for payment or approval.
17. Such other reasons as reasonably may be determined by the Tribe.

Debarment shall be for a period commensurate with the seriousness of the contractor's actions. The debarment period shall not exceed two (2) years unless the Executive Committee mandates otherwise a longer period of debarment.

Debarment will apply to contracting with any departments or entity of the Iowa Tribe. Notwithstanding the debarment or proposed debarment of a contractor, contracts, or subcontracts

in existence at the time a contractor is debarred may continue unless canceled by the Tribe. Ordering activities may continue against existing contracts in the absence of cancellation. However, contracts with debarred contractors may not be renewed or otherwise extended.

Initial Debarment Recommendations

A referral recommending a debarment action should be addressed to the Iowa Tribe Executive Committee with a copy to the Tribal Administrator as the initial step in the debarment process. The individual or department initiating the referral should describe in detail the complaints against the contractor. If there is any supporting documentation relevant to the infraction or violation, it should be attached to the complaint. The supporting documents may include but are not limited to, statements of witnesses, investigative reports, and any relevant policies, regulations, rules, or codes violated.

Debarment Review

Upon receipt of information concerning the existence of a cause for debarment, the Executive Committee will direct an investigation into the allegations. After the investigation is complete, the Executive Committee will determine whether there is adequate cause for debarment. If so, the Executive Committee shall direct the Tribal Administrator or their designee to send a notice of proposed debarment letter to the contractor. The contractor will be advised that debarment is being considered, the effect of the debarment and the reasons for the proposed debarment, and that within 15 days, the contractor may submit, in writing, a request for reconsideration, information and argument in opposition to the proposed debarment, including any additional information that raises a dispute over the material fact underlying the proposed debarment.

Contractor Response to Proposed Debarment

The contractor will be given fifteen (15) days within which to submit information that raises a genuine dispute over the material facts giving rise to the debarment or to submit other information which it believes should be considered by the Tribe prior to reaching a debarment decision. Failure by the contractor to respond with a written request for reconsideration within the fifteen (15) days will result in debarment by the Tribe without further review.

If the contractor does request reconsideration of the debarment and submits written documentation, that documentation will be reviewed by the Executive Committee. If, after review of the contractor's written material or oral presentation, the Tribe determines that the contractor raised no genuine dispute over the material facts nor provided any mitigating circumstances the contractor believes should be considered by the Tribe prior to reaching a debarment decision, the final Letter of Debarment will be sent to the contractor within 30 days.

If debarment is imposed, the contractor and any affiliates involved shall be given prompt notice by certified mail, return receipt requested to the last known address of the contractor or any affiliates. The Letter of Debarment shall include the following information:

1. Reference to the Notice of Proposed Debarment;
2. Specific reasons for the debarment;
3. The period and scope of debarment including the effective dates.

The debarment decision is final with no appeal.

CHAPTER 3 CONTRACTING

The majority of procurements may be made by purchase order. A purchase order is a contract between the Tribe and the Vendor of supplies. It is generally used for short-term or single transactions, for example, a simple purchase of supplies. For long-term services or ongoing provision of supplies over an extended period of time, a formal contract may be necessary.

SECTION 1. GENERAL REQUIREMENTS FOR CONTRACTS

All contracts must be reviewed by the Executive Committee before signature by the Executive Committee Chairperson or other authorized individual. If the Executive Committee has concerns regarding whether to proceed with a contract, the Executive Committee will then make the decision with respect to (1) obtaining additional information or justification from the appropriate Department Supervisor, (2) having the contract revised, (3) waiving the issue as immaterial, or (4) voiding the procurement.

No contract which requires the expenditures of funds shall extend beyond the end of the fiscal year in which it is entered into unless expressly subject to the condition that the Iowa Tribe shall have the right to terminate the agreement at the end of any fiscal year should funds not be appropriated by the Executive Committee for the continuation of the agreement.

All contracts issued by the Iowa Tribe will contain terms, conditions and clauses in the contract that ensure all contracts are governed under the laws of the Iowa Tribe and/or the laws of the United States. Any dispute resolution clauses must be carefully reviewed to identify potential waivers of sovereign immunity, which may only be approved by the Executive Committee. If approved by the Executive Committee, the venue for any legal action shall be the courts of the Iowa Tribe.

Contracts including provisions for complete advance payment for services are generally prohibited. Advances do not include payments for which performance has occurred. Exceptions to the advance payment prohibition may be authorized by the Executive Committee Chairperson or their written designee.

Vendors should not be asked to provide services prior to a written agreement, either by purchase order or contract, except in an emergency, and only upon Department Director/Manager approval. Contracts that are requested after-the-fact will include a letter of explanation from the Department Director/Manager. The letter will accompany the contract when sent to the Executive Committee Chairperson or written designee for signing. The Executive Committee Chairperson or written designee will decide on a case-by-case basis if any action will be taken.

Subcontracts -The general contractor is responsible for all subcontractors. The general contractor is responsible for ensuring that all subcontractors meet the same insurance requirements as the general contractor and for ensuring the quality of the work of all subcontractors. In addition, certain provisions of laws, regulations, and Executive Orders apply to subcontracts awarded under self-determination contracts. As a result, subcontracts should contain a provision informing the recipient that their award is funded with Indian Self-Determination Act funds and that the recipient is responsible for identifying and ensuring compliance with applicable Federal laws, regulations, and Executive Orders.

SECTION 2. CONTRACTING PROCEDURE

A. REQUESTING DEPARTMENT

1. Determine the need and appropriateness for a contract in accordance with Iowa Tribe strategic initiatives and grant or funding requirements if applicable.
2. Clearly define the scope of work and deliverables requested.
3. Forward all information to the designated Tribal buyer and Procurement Management for bids. If the requesting department feels there is an overwhelming need to acquire these contracted services from one source and not enter into the bid process, a sole source form should be completed and approved by the appropriate Supervisor. The signed sole source form must be included with the contract packet. When the needed information has been gathered, the information should be forwarded to Procurement Management and the Inventory Clerk.
4. The following shall be submitted to the Executive Committee for review and drafting of contract:
 - a. Purchase requisition
 - b. Native owned approval (if there are Native owned vendors available to perform this service)
 - c. Contracts Information Form
 - d. Sole Source Justification Memo (if applicable)
 - e. Copy of Tribal Membership/Indian Certification
 - f. Resume of Contractor (if applicable)
 - g. Contractor's insurance certificates (if required)
 - h. Clear and concise scope of work and/or specification

The requesting department will ensure that no contract work begins until a fully executed contract is received from Procurement Management.

Once executed, the requesting department will monitor the contract as per its terms and conditions closely and will only authorize payment to the contractor as per the contract terms and conditions, and all applicable policies and funding requirements.

B. CONTRACTS OFFICE OR DESIGNEE

1. The Procurement Management will review requisitions and required attachments for compliance with policy, make recommendations and/or request any additional information required for assurances, insurance requirements, etc. Contracts will work with Procurement Management to ensure the contract terms and conditions match the bid requirements, the specifications, and the contractor's quote/proposal.
2. The Procurement Management will ensure the proposed contract is consistent with Iowa Tribe terms and conditions and does not require the Tribe to waive sovereign immunity, does not require arbitration, or pay legal fees. Any deviations from Iowa Tribe's accepted terms and conditions must be approved by the Executive Committee.
3. Upon preparation of the final draft of the contract, Procurement Management will forward to the requesting department for their review, approval, and signatures of the contractor and the appropriate Supervisor.

Upon receipt of the contract executed by the contractor and the appropriate Supervisor, the Procurement Management will:

1. Obtain the signature of the appropriate supervisor and if necessary, the Executive Committee Chairperson.
2. The Procurement Management will then distribute copies of the purchase order, contract, and other relevant documents to the contractor, the requesting department, and will retain copies of all documents for the Contract files.

C. CHANGE ORDERS

A change order is issued when a price, quantity, or certain specifications should be changed on an order or if there is a discrepancy between the requisition and the final purchase amount. If the difference is less than 10% of the original purchase order total, Procurement Management is authorized to process the purchase order. In no event multiple change orders will be processed on the same purchase order without extenuating circumstances and justification from the requesting department. Extenuating circumstances include, but are not limited to, additional scope of work discovered after the project was started, an unusual increase in the price of raw materials, or additional related work that is so intertwined with the original project that it would be cost-prohibitive to re-bid the project.

Procurement Management will review the change order notification to determine if a change order is required, or if negotiation with the vendor will take place. Programs will provide Procurement Management with a written justification and cost/price analysis for the proposed change order. If a change order is deemed necessary, Procurement Management will request authorization from the requesting department for the change in the form of a requisition. The department will note "Change Order" when entering their requisition into the Tribe's financial system. A complete description of the change in price, quantity, or certain specifications will be included as comments. The same approvals will be obtained for each change order as were on the original purchase requisition. Additional approval(s) may also be required according to the revised total cost. The original purchase order number will be included on the change order requisition. A written confirmation of the changes will then be sent by the Tribal buyer to the vendor.

Programs will not request and/or authorize change orders for price increases on firm, fixed-price contracts, nor will they request and/or authorize change orders for additional work that was not contained in the original scope of work of the bid or contract.

SECTION 3. LEGAL CONSIDERATIONS

The purpose of this section is to provide basic information on legal considerations related to the procurement and contracting process. Any associate of the Tribe who is uncertain of a term included in a contract or agreement shall request assistance from the Tribal Administrator and/or the Grants Department.

Offer and Acceptance – All contracts and agreements for the purchase of goods or services must be in writing. Verbal contracts are not valid. Associates of the tribe must inform any vendor of goods or services that proper approval(s) must be obtained in order to establish a contract on behalf of the Tribe.

Conflicting Terms and Interpretations of Contracts – Contracts should be clear and unambiguous. Ambiguity exists when a contract is reasonably susceptible to different interpretations. Every effort must be made to avoid ambiguity in contracting.

- A. Purchase Orders. Tribal purchase orders contain standard terms and conditions of the Tribe. Whenever possible, the Tribe shall use its own purchase orders to order goods and/or services. If it is necessary to utilize the vendor's purchase order form, all terms and conditions must be reviewed carefully and understood by the Tribal Buyer.
- B. Warranty Protection -There are several types of warranties generally provided by a supplier and/or manufacturer:
 - a. Express Warranty- any written statement of fact or promise concerning the specification of goods. Express Warranties by the seller are created as follows:
 - i. Any affirmation of fact or promise made by the seller to the Tribal buyer that relates to the goods and becomes part of the basis of the bargain creates an express warranty that the goods will conform to the affirmation or promise.
 - ii. Any description of the goods that is made part of the basis of the bargain creates an express warranty that the goods shall conform to the description.
 - iii. Any sample or model that is made part of the basis of the bargain creates an express warranty that the whole of the goods shall conform to the sample or model.
 - b. Implied Warranty- a warranty that the goods shall be merchantable is implied in a contract for their sale if the seller is a merchant with respect to goods of that kind. Goods to be merchantable must at least:
 - i. pass without objection in the trade under the contract description; and

- ii. fit for the ordinary purposes for which such goods are used; and
 - iii. run, within the variations permitted by the agreement, of even kind, quality, and quantity, within each unit; and
 - iv. are adequately contained, packaged, and labeled as the agreement may require; and conform to the promises or affirmations of the facts made on the container or label, if any.
 - v. Exclusions from the implied warranty of fitness for the purpose must be in language specifically naming the exclusions. The examination of goods prior to purchase should be carefully done by qualified persons only.
- c. All warranties should be in writing if possible.

Tribal buyer's Right to Inspect- Unless otherwise agreed where goods are tendered or delivered or identified in the contract for sale, the Tribal buyer has a right before payment or acceptance to inspect them at any reasonable place and time and in any reasonable manner.

Tribal buyer's Rejection of Goods – In the case of improper delivery or unless otherwise agreed, if the goods or tender or delivery fail, in any respect, to conform to the contract, the Tribal buyer may:

- i. reject the whole; or
- ii. accept the whole; or
- iii. accept any commercial unit or units and reject the rest.

If the Tribal buyer rejects the goods, it must be within a reasonable time after their delivery or tender. Reasonable time is defined as any time fixed by agreement which is not manifestly unreasonable, based on the nature, purpose, and circumstances of the action.

The Tribal buyer must always state the particular defect upon which they base their objections.

- d. Acceptance of Goods – Acceptance occurs when the Tribal buyer, after a reasonable opportunity to inspect the goods, signifies to the seller that the goods are conforming, or that he will take or retain them in spite of their non-conformity, or fails to make an effective rejection, but such an acceptance does not occur until the Tribal buyer has had a reasonable opportunity to inspect.
- e. Time of Delivery-To avoid delivery problems the Tribal buyer should state in a written agreement or Purchase Order (P.O.) the delivery dates required. If no time is provided in the agreement, the seller is required to deliver within a “reasonable” time. Reasonable time depends on all of the pertinent circumstances of the transaction, including the seller's knowledge of the Tribal buyer's delivery requirements, plus prior dealings and practices between the Tribal buyer and seller.
- f. Legal Jurisdiction – All Contracts or Agreements must clearly state that jurisdiction to hear disputes lies with the Tribal Court and that Tribal laws shall apply. The Executive Committee must approve any exception to this requirement.

- g. Authority to Bind the Tribe – The acts of authorized procurement personnel are binding upon the Tribe within the limits of the authority given to them. The Tribe’s Executive Committee Chairperson or written designee will sign all contracts on behalf of the Iowa Tribe, unless otherwise authorized by the Executive Committee. No waivers of the sovereign immunity of the Tribe are valid unless authorized in writing by the Executive Committee.

SECTION 4. PURCHASE ORDERS

The purpose of this policy is to provide guidance around preparing purchase orders. Purchase Orders, once issued by the Tribe and accepted by the Vendor, create legally binding contracts.

A properly completed purchase order shall be required for each purchase decision except for Exempt Purchases identified in Chapter 1, Section 1. D.

No purchase order or contract shall be awarded pursuant to these procedures unless funds have been appropriated and are available for procurement.

Purchase orders will contain the following information:

- Specifications or list of services or items required
- Vendor name, address, point of contact and phone number
- Delivery or performance schedules
- Delivery, packing and transportation requirements
- Catalog information (if applicable)
- Net price per unit, less discount, if any
- Total amount of the order
- Electronic signature of the authorized Tribal buyer
- Any special conditions
- Tribal Terms and Conditions

Requisitions – The procurement function begins with the determination of a need. An individual or department requests goods or services and a requisition is prepared, entered, and approved in the Tribe’s financial system. Additional approvals may be required such as information system items.

Acquisition Methods – After the requisition is received by the appropriate Tribal buyer, the Tribal buyer will determine the appropriate procurement method.

Purchase Orders – After the appropriate procurement method is used by the Tribal buyer, a purchase order and/or contract will be issued.

Cancellation – Cancellation of all orders by the Tribal buyer will be in writing.

Written confirmation from the Tribal buyer, plus the following steps are required for all order cancellations:

- Refer to the original purchase order by date and number.
- Request the supplier's acknowledgment of the cancellation.

Purchase Order – Delays Documentation – In the event of any delays in processing, the following procedures will be followed:

- The Tribal buyer will be advised as soon as possible.
- Discuss with the Tribal buyer any deficient information on the purchase order.
- Discuss with the Tribal buyer any difficulty in locating a suitable vendor.
- The Tribal buyer and Procurement Management will document all delays identified above and keep that documentation with the purchase order.

Purchase Order – Expediting- In order to accomplish prompt receipt of materials, Procurement Management will:

- Review and examine all open purchase orders.
- Check with the Tribal buyer to ascertain material is still outstanding and needed.
- If the Tribal buyer has not received order and no longer needs it or the material has not been shipped and the vendor accepts cancellations:
 - Request written authorization and cancel from the requesting department.
 - Call the vendor and advise them that the purchase order has been cancelled. A written cancellation notice is prepared and sent to the vendor.
- If Tribal buyer has not received and still needs the order:
 - Call vendor and ascertain the shipping date.
 - Note expected date of receipt in the files along with any other pertinent information from vendor.
- If vendor states that the order has been shipped:
 - Have vendor track the same and advise of status.

Purchase Order – Terms and Conditions

Identification- All invoices, packages, shipping notices, instruction manuals and other written documents affecting this order will contain the applicable purchase order number. All packing lists will contain an itemized list of the materials shipped, i.e., not “one box.”

Shipping Instructions -All goods are to be shipped freight prepaid, F.O.B. destination, unless otherwise stated. Tribal buyers will direct vendors to specify purchase order numbers on all shipments.

Delivery – Orders may be terminated in delivery if not made or services are not performed by the specified date.

Billing – The billing address section of the purchase order will be to the attention of the Accounts

Payable Department.

Payment- Payment will be sent to the seller by mail unless otherwise arranged.

Rush Purchases – An emergency purchase is one where there is an unexpected, serious occurrence or situation urgently requiring prompt action. For the purpose of these procedures, an emergency shall be defined as when the lack of services or supplies will stop or hinder the operations of the tribal government, or cause harm or injury to an individual tribal citizen. Proper planning by requestors is vital to ensure rush purchases are kept to a minimum. Requisitions must be received by Procurement Management with enough time in advance of the date needed so proper compliance to Procurement Policies and Procedures may be ensured. Emergency purchases will be managed on a case-by-case basis.

SECTION 5. BLANKET PURCHASE ORDERS

Depending on the projected value of a procurement by blanket purchase order (BPO), the Tribe will utilize the appropriate procurement process. Once a BPO has been established, task or delivery orders can be placed without further competition. BPOs may be used for a variety of expendable supplies and services and are particularly attractive when the exact items, quantities and delivery requirements are not known in advance. Prior to following the purchasing procedures established above, the Tribe shall conduct a review of re-occurring purchases. After obtaining an estimate on the volume or quantities of a list of products, the Tribe shall use that information to solicit quotes or discount rates from a number of vendors. By using the purchasing power of greater quantities, the Tribe secures better pricing. The Executive Committee Tribe shall set the total value of the BPA.

Blanket purchase orders should not exceed a 3-month period of time.

It is not necessary to use a blanket purchase order if there is no advantage over using a regular purchase order. A blanket purchase order will not be used if the vendor's quality of service is questionable.

Requisitions for blanket purchase orders will be entered and approved in the Tribe's financial system. The requisition will state the period of time to be covered, a cancellation clause, items included, quantity, a not to exceed amount, terms, and the names of employees authorized to purchase.

To increase the amount of a blanket purchase order a new requisition must be submitted. Excessive changes to the dollar amount of the blanket purchase order or frequent changes to the blanket purchase order will not be allowed.

Expenditures that would exceed the original dollar value of a blanket purchase order are not allowed without prior submission of a new requisition. This requisition must have all appropriate approvals for not only the amount of the increase but also the new total amount of the blanket

purchase order. If the dollar amount of the proposed increase causes the total amount of the blanket purchase order to exceed the authorized approval level of the requestor, the requestor must obtain approval from the next approver for that accounting unit.

When the blanket purchase order expires, the requesting department is responsible for renewing the blanket purchase order.

SECTION 6. MATERIAL RETURNS

Occasionally it is necessary to return ordered merchandise to the vendor. Reasons for returning materials might be the goods are damaged, they do not meet standards, the materials are no longer required, or excess material was ordered. When the requestor determines the merchandise should be returned to the vendor, they will prepare a Return Authorization Form which will identify the items to be returned.

The following items are included in the top portion of the return authorization form and need to be filled out completely to ensure proper credit:

1. Original Purchase order number.
2. Department name.
3. Vendor name and address.
4. Specify return for credit or exchange.
5. Reason for returning item.
6. Quantity, stock number, and description of items being returned.
7. If exchange – quantity, stock number, and description of new items.
8. Requestor's signature.
9. Supervisor's signature.

It is the Tribal buyer's responsibility to contact the vendor for authorization to return or exchange the merchandise. Usually, the vendor will replace the item at no charge if it was damaged at the time of receipt or if the wrong item was delivered. If the item is in excess and no longer needed, the Tribal buyer will negotiate the return of the item and a credit from the vendor. All returns may be subject to a restocking fee based on vendor's policy. Items received without a Purchase Order number may be returned to the vendor after two (2) working days.

The Tribal buyer then completes the portion on the Return Authorization Form specified for the Procurement Management Department. The following items are included in this portion:

1. Tribal buyer's name.
2. Vendor Contact.
3. Return authorization number (if available/applicable).
4. Tribal buyer's signature.

Tribal personnel, under the direction of their Supervisor, will prepare the merchandise for

shipping and arrange for the transportation of the merchandise back to the vendor via the best method.

Tribal personnel will then complete the bottom portion of the return authorization form with the following information:

1. Name of carrier.
2. Freight terms.
3. Date Shipped.
4. Signature of the person picking up merchandise and date.
5. Tribal personnel's signature.

When the item is picked up, the vendor or delivery service will sign the Return Authorization Form showing receipt of the merchandise. A copy will be given to the vendor as their receipt for the merchandise returned. The original copy will be forwarded to Procurement Management to be placed in the files. A copy will be forwarded to Procurement Management where it will be placed in the files. If the returned merchandise results in a check from the vendor, the check must be sent to Procurement Management. If the return merchandise results in a credit from the vendor, Procurement Management must receive notice of the credit.

The materials return procedure will not be used to circumvent policies, procedures, and requirements for receipt of year-end procurements.

SECTION 7. FREIGHT CHARGES

Freight charges will be negotiated by the Tribal buyer into the material cost of the merchandise.

The initial freight charges will be charged against the requesting department.

The freight charges for returns not due to damaged or unsuitable products will be charged to the requesting department.

SECTION 8. STANDARD MATERIALS

Whenever possible, standardization of materials, supplies, and equipment will be utilized. The effort of standardizing materials such as office supplies, printing, packaging materials, pharmaceutical supplies, and any other equipment allows the purchase of lump-sum items and therefore minimizes costs. Exception to standards must be justified by the Tribal Administrator or above.

Procurement Management will analyze available departmental usage data on an ongoing basis. Procurement Management will assess needs and negotiate with vendors for such things as favorable volume discounts and delivery options.

SECTION 9. RECEIVING

Upon receipt of goods purchased, all goods must be verified on the packing slips when boxes are opened. The actual quantities received should be counted and noted. The employee receiving the shipment must abide by the following process:

1. Short shipments and overage should be noted. Any communications about the variance with the vendor should be noted on the packing slip.
2. Once verification is completed, the receiving document should be signed and dated.
3. Copies of the receiving document must be retained by Procurement Management and the receiving department.
4. A copy of the signed and dated receiving document should be attached to the invoice packets to support the approval processes.
5. Payments must only be made for items that were confirmed as received.

SECTION 10. PROCUREMENT MANAGEMENT FILE RETENTION

Files will be maintained by the Procurement Management in a manner to ensure and demonstrate compliance with applicable laws and funding requirements. Documents to be kept in Procurement Management files include but are not limited to copies of:

1. Requisitions
2. Purchase Orders
3. Cost and price analysis documentation
4. Bid information
6. Sole Source documents
7. Correspondence
8. Award Letters, if applicable
9. Material return authorization information
10. Notices to Proceed, if applicable
11. Change documentation, if applicable
12. Debarment orders
13. Contracts
14. Contract amendments

All procurement related files must be retained for a minimum of 5 years from the date the procurement is completed.

SECTION 11. CREDIT CARDS FOR PROCUREMENT PURPOSES

1. Purpose. The purpose of this section is to establish guidelines for the use of credit cards issued by the Iowa Tribe of Kansas and Nebraska (ITKN) and to ensure proper accountability, transparency, and compliance with tribal financial policies. As of October 1st, 2024, ITKN revoked all individually issued credit cards to existing cardholders. The Tribe transitioned to a new credit card policy to ensure stricter oversight and accountability. Under this policy, only

members of the Executive Committee and the Tribal Administrator will retain individually issued tribal credit cards. All other tribal employees will have access to a centrally managed credit card issued under the name of the Tribe, to be held and administered by the Accounts Payable (A/P) Clerk.

2. Authorized Credit Card Holders. The following personnel shall retain individually issued credit cards:
 - A. Executive Committee Members
 - B. Tribal Administrator

These individuals are authorized to use their tribal credit cards for official tribal business purposes only. Misuse or unauthorized transactions will result in disciplinary action, up to and including termination.

3. Centralized Credit Card Management for Tribal Employees

A. Centralized Card Custody

The A/P Clerk will hold a credit card issued in the name of ITKN, which will be the only available credit card for use by other employees of the Tribe. This card is not assigned to individual employees but will be issued temporarily to employees for approved purchases only.

B. Access and Use Procedures

Employees requiring the use of the tribal credit card must submit an approved purchase request signed by their department head or supervisor. Upon approval, the A/P Clerk will release the tribal credit card to the employee for the specific authorized purchase. Employees must use the physical card only for the purchase. No card details shall be saved on any devices, online platforms, or in any digital wallets for future use. Failure to comply with this requirement will result in disciplinary action.

C. Card Return and Receipts Submission

Immediately after the purchase is completed, the employee must:

1. Return the credit card to the A/P Clerk.
2. Submit the original receipt for the transaction.
3. Provide a brief explanation or description of the purchase, if necessary.

Failure to return the card promptly or provide the corresponding receipt may result in the employee being subject to disciplinary action, up to and including suspension or termination.

4. Permitted Uses of Tribal Credit Cards. Tribal credit cards are intended for authorized tribal business purposes only. This includes, but is not limited to:
 - i. Purchase of goods and services that are necessary for tribal operations or programs.
 - ii. Travel-related expenses that have been pre-approved according to tribal travel policies.
 - iii. Emergency or one-time purchases where it is impractical to issue a purchase order or where alternative payment methods are unavailable.

5. Prohibited Uses. The following activities are strictly prohibited:

- i. Personal purchases or expenses of any kind.
 - ii. Use of the card for goods or services not aligned with tribal policies or the approved purpose.
 - iii. Saving card information on any electronic devices, online platforms, or third-party marketplaces.
 - iv. Any purchase without prior approval or that exceeds the approved amount.
6. Approval for Travel Expenses. Employees must have prior approval from their department head or the Tribal Administrator for any travel-related expenses to be charged to the tribal credit card. Day-trip travel does not authorize the use of the credit card for food, drinks, or meals unless specifically approved in advance.

7. Responsibilities of Cardholders and Employees

A. Cardholder Responsibilities (Executive Committee Members and Tribal Administrator)

- i. Retain physical possession of their assigned tribal credit card.
- ii. Use the card only for authorized tribal business purposes.
- iii. Ensure compliance with all tribal financial policies regarding purchases, documentation, and reporting.
- iv. Submit monthly reconciliations of credit card statements to the A/P Clerk, ensuring all transactions are supported by original receipts.

B. Employee Responsibilities

- i. Obtain the necessary approval for each purchase prior to using the tribal credit card.
- ii. Use the card solely for the approved purchase and return the card to the A/P Clerk immediately afterward.
- iii. Provide a receipt for every transaction.
- iv. Adhere to the Tribe's strict guidelines regarding card use, including the prohibition on storing card information digitally.

8. Monitoring and Compliance

A. A/P Clerk Oversight. The A/P Clerk will be responsible for maintaining a log of all credit card issuances and returns, tracking which employee has the card, the purchase made, and the return of the card and receipts. The log will be reviewed regularly to ensure compliance.

B. Monthly Reconciliation. The A/P Clerk will reconcile all credit card transactions at the end of each month. Reconciliations must include:

- i. Comparison of the credit card statement to receipts provided by employees.
- ii. Investigation of any missing receipts or unauthorized charges.
- iii. Reporting of any discrepancies to the Controller and Tribal Administrator for further action.

C. Internal Audits

To ensure compliance with this policy, periodic internal audits will be conducted to review credit card usage, reconciliations, and employee adherence to the policy. Non-compliance or misuse of the tribal credit card will be addressed promptly, with corrective actions taken as necessary.

9. Consequences for Policy Violations

Any violation of this policy, including but not limited to the failure to return the card and corresponding receipts, unauthorized use of the credit card, or storing card information on any platform, will result in disciplinary action. Disciplinary actions may include:

- A. Verbal or written warnings.
- B. Suspension of credit card privileges.
- C. Restitution for any unauthorized charges.
- D. Suspension or termination of employment, depending on the severity of the violation.

Appendix A

APPENDIX A CONFLICT OF INTEREST

ACKNOWLEDGMENT AND DISCLOSURE FORM

If at any time following the submission of this form, I become aware of any actual or potential conflict of interest, or if the information provided below becomes inaccurate or incomplete, I will promptly file a new Conflict of Interest form with my supervisor and HR.

Please include all required disclosures, and describe below any relationships, transactions, gifts received, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

_____ I have no conflicts of interest to report.

_____ I have the following conflicts of interest to report. Please specify other nonprofit and for-profit boards you and your immediate family member sit on, any for profit business for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or your family member own:

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Employee Signature _____

Employee Printed Name _____

Date _____