

REQUEST FOR PROPOSAL (RFP) | RECORDKEEPING SERVICES

PLATTE RIVER POWER AUTHORITY 401A QUALIFIED DEFINED CONTRIBUTION, 401 EXECUTIVE MONEY PURCHASE & 457B DEFERRED COMPENSATION PLANS

DUE MARCH 1, 2021

RFP Contacts:

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Submit questions regarding this RFP to James Edmunds via e-mail by **February 8, 2021** by 5:00 p.m. Mountain Time.

Confidentiality: All information contained in this RFP is confidential and may not be disclosed, published, or advertised in any manner without written authorization.

Do not contact Plan Sponsor directly.

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Objective & Scope:

The purpose of this solicitation is to gather information to assess the current marketplace and evaluate selected providers of Recordkeeping services. The Platte River Power Authority Defined Contribution Plan Committee (“Committee”) has engaged Cook Street Consulting, Inc. (“Cook Street”) to issue an RFP to evaluate recordkeeping & administrative services for the Platte River Power Authority defined contribution and deferred compensation plans. Three distinct retirement plans are included in this RFP: The **Platte River Power Authority Defined Contribution Plan, The Platte River Power Authority Executive Money Purchase Plan, and The Platte River Power Authority 457(b) Deferred Compensation Plan**, collectively referred to as the “Plans”. The Committee will review the results of this RFP process to determine the vendor finalists and make the final award.

Preparation and Submission:

Please direct all communications regarding this RFP to Cook Street using the contact information previously provided. **DO NOT CONTACT ANY INDIVIDUAL AT PLATTE RIVER POWER AUTHORITY REGARDING THIS RFP. DOING SO IS GROUNDS FOR ELIMINATION FROM FURTHER CONSIDERATION.**

Pursuant to the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 *et seq.* (“Act”), all information contained in any bid or proposal is subject to public disclosure unless it meets one of the exceptions set forth in the Act. To avoid disclosure of trade secrets, privileged information, or confidential commercial, financial, geological, or geophysical data (“Confidential Information”), respondents to this RFP must clearly mark all Confidential Information as such and provide a written, detailed justification with its bid or proposal of the protected nature of the Confidential Information under Colorado law. This justification must address, at a minimum, the specific competitive harm that may result from any disclosure, the intrinsic value of the Confidential Information to the respondent, and any safeguards the respondent uses to protect the Confidential Information from disclosure.

By submitting a Proposal to this RFP, the respondent agrees to hold Platte River harmless from any claim rising from the release of Confidential Information not clearly marked as such by the respondent or lacking written, detailed justification supported by Colorado law. **Note that prices contained in a Proposal are subject to disclosure.**

The Committee reserves the right to reject all offers.

Proposals must be received by the date and time established in this solicitation.

Evaluation Criteria:

The Committee will evaluate the proposals and documentation submitted by the vendors based on the following criteria:

| Criteria | Evaluation Criteria |
|-------------------------------------|---|
| Fees | <ul style="list-style-type: none"> • Provide competitive and reasonable fees. • Clearly articulate when ad hoc fees will be charged and how they are calculated (i.e. fund changes, plan amendments, etc.). • Provide written guarantee of fee with clear contract length. • Provide in detail investment revenue, including any revenue sharing agreements with fund managers or within managed accounts. |
| System Capabilities | <ul style="list-style-type: none"> • Demonstrate system capabilities to manage and accommodate the designs and terms of the Plans. • Ability to automate and administer fee leveling to return revenue sharing amounts to participants. • Provide comfort in cybersecurity procedures, including participant make-whole provisions, and ongoing commitment to data security. • Possess excellent past performance and a proven record in the administration of daily valued defined contribution and deferred compensation plans. |
| Consultative Approach | <ul style="list-style-type: none"> • Assist with plan design and provide benchmark reports to measure plan success • Accessible, responsive, and knowledgeable account manager. |
| Participant Services and Technology | <ul style="list-style-type: none"> • Provide proven ability and knowledge of call center representatives to answer questions regarding the Plans. • Possess state-of-the-art systems and technology that are easy to use including the operational capabilities, to address the needs of the Committee and accommodate the provisions of the Plans. • Provide a robust, easy to navigate website and transactional mobile application. • Offer a variety of educational resources (e.g., webinars, conference calls, meetings, and seminars) for participants. • Offer a variety of participant touch points and services. |
| Compliance and Reporting | <ul style="list-style-type: none"> • Have the proven ability to work with the Committee and Platte River staff. • Have the proven ability to administer retirement plans within guidelines set forth by the IRS and DOL. • Provide accurate and timely compliance reporting. • Provide advice regarding reporting and compliance, provide dedicated compliance resources to the Plans. |
| Communication and Education | <ul style="list-style-type: none"> • Design custom communications and education campaigns that specifically target the demographics of all employees (including employees with no access to email). • Provide ongoing investment and retirement education. • Ability and expertise to obtain electronic consents and to provide both electronic and hardcopy notices and materials to participants. • Provide specific education targeting newly enrolled participants and participants nearing retirement. |

| | |
|---------------------|---|
| | <ul style="list-style-type: none"> • Provide specific education applicable for government retirement plans. |
| Investment Platform | <ul style="list-style-type: none"> • Provide a robust investment platform and open architecture. • Ability to offer investments (including stable value fund) from numerous asset managers. • Managed accounts service offering. |
| Services Agreement | <ul style="list-style-type: none"> • Willing to agree to comply with terms of Plans and any applicable laws. • Agree to stand behind work through reasonable indemnities and performance guarantees. • Taking exception to the terms and conditions of the Agreement for Professional or Technical Services. |

RFP Introduction:

If you are interested in responding to this RFP, please complete the questions beginning on Page 9 and complete the separate attachment titled “APPENDIX A- FEE ESTIMATE”.

APPENDIX A – FEE ESTIMATE: Assume your organization will be engaged to provide recordkeeping and administration services for all three distinct Plans.

We have constructed the following timeline for this RFP:

- 02/08: Please submit any questions that you have regarding this RFP no later than 5:00 p.m. Mountain Time on February 8, 2021. Questions should be submitted via e-mail to James Edmunds (jedmunds@cookstreetconsulting.com).
- 02/15: Cook Street will e-mail a response to all questions received.
- 03/01: RFP responses due March 1, 2021. Please submit an electronic copy of your response to James Edmunds (jedmunds@cookstreetconsulting.com) by 5:00 p.m. MST. Hard copies of your response are not requested.
- TBD: From the respondents, the Committee may invite selected providers to present in a “finals presentation” on a date to be determined. The day-to-day relationship manager is expected to attend this presentation.

Plan Sponsor Profile

Company Profile

Platte River Power Authority (“Sponsor”) is the Plan Sponsor for the Plans.

Platte River Power Authority, a political subdivision of the State of Colorado, is a not-for-profit Colorado utility that generates and delivers safe, reliable, environmentally responsible and financially sustainable energy and services to its owner communities of Estes Park, Fort Collins, Longmont and Loveland. Platte River's generation portfolio includes thermal, hydro, wind and solar resources.

Plan Administrator Information

Platte River’s General Manager is the Plan Administrator. The Plan Administrator appoints members of the Plan Committee.

The Plan Administrator is responsible for interpretation of the Plans, adopting rules and regulations necessary for proper and efficient administration of the Plans, enforcing the Plans’ rules and regulations, making initial determination of claims for benefits or eligibility and maintaining Plans’ records.

The Plan Committee’s duties and responsibilities include investment duties and administrative duties. Investment duties include preparing and maintaining an investment policy statement, selecting an investment consultant, selecting and providing investment options, monitoring investment managers and reviewing expenses.

The Plan Committee’s administrative duties include directing the Trustee regarding distributions, scheduling audits, establishing QDRO procedures, arranging participant education and communications, selecting third-party Plan advisors and preparing restated Plan documents for submission to Platte River’s board of directors.

Plan Specifications

| | |
|---|---|
| Type of plan: | Defined Contribution – 401(a) Deferred Compensation – 457(b) Defined Contribution – 401(a) Executive Plan |
| Number of participants: | 401(a) Eligible employees: n/a Active w/ balance: 171 Terminated w/ balance: 20 457(b) Eligible employees: n/a Active w/ balance: 250 Terminated w/ balance: 104 401(a) Eligible employees: Active w/ balance: 1 Terminated w/ balance: 2 |
| Contributions: | 401(a): 2019: \$1,320,416 2020: \$1,399,752 457(b): 2019: \$3,624,250 2020: \$2,752,555 401(a) Executive Plan: 2019: \$25,200 2020: \$25,650 |
| Distributions: | 401(a): 2019: \$229,825 2020: \$146,858 457(b): 2019: \$4,768,899 2020: \$1,396,83 401(a) Executive Plan: 2019: \$0 2020: \$0 |
| Assets under administration: Total Plan Assets | 401(a): \$7,001,326 457(b): \$46,879,699 401(a) Executive Plan: \$169,071 Total Combined: \$54,050,098.38 |
| Payroll frequency (# per year): | Bi-weekly Wire |

| | |
|---|---|
| Payroll transmission: | |
| Investment Menu: | See Appendix A, Tab “Investment Menu” for a list of current investment options. Please note – there are no expected changes to the fund lineup. The recordkeeping proposal should be independent and assume no proprietary funds. |
| Default Investment: | Age-Appropriate Target Date Fund |
| Self-Directed Brokerage: | No |
| Managed Accounts: | Yes |
| Fee Methodology / Revenue Share Treatment: | Assume all revenue sharing amounts generated by the underlying investments are credited back directly to those participant accounts where it was generated. |
| Education requirements: | 8 total days for all plans |
| Geographical locations: | Fort Collins, Colorado Wellington, Colorado |

Note: Plan information as of September 30, 2020 per current recordkeeper (unless otherwise noted).

Unique Plan Characteristics:

N/A

RFP Questions

A. Organization

1. Provide a brief overview of your company and the history of the organization and the retirement plan division. Please describe any parent/subsidiary/affiliate relationships. Include an organizational chart. How many employees are dedicated to the retirement plan division?
2. Provide the names and contact information of the individuals who will serve as the relationship manager and the primary administrative contact for the Plans.
 - a) What is the background of these individuals?
 - b) How many years have they been in their current role and experience in the industry?
 - c) How many other clients will they be servicing?
 - d) Where are they located?
3. Please provide the total value of retirement plan assets for which you provide recordkeeping services. Additionally, please describe your experience in providing retirement plan recordkeeping and trust services to public sector entities.
 - a. How many government 401(a) plans do you currently administer? How many participants does this represent? What is the average plan size in terms of total assets and number of participants? What is the average participant balance of the 401(a) plans you administer?
 - b. How many governmental 457(b) plans do you currently administer? How many participants does this represent? What is the average plan size in terms of total assets and number of participants? What is the average participant balance of the 457(b) plans you administer?

| Plan Type | Total Number of Plans Administered | Total Assets Under Management | Total Number of participants | Average Size by participants | Average Size by Assets |
|------------|------------------------------------|-------------------------------|------------------------------|------------------------------|------------------------|
| Total DC | | | | | |
| Gov 401(a) | | | | | |
| Gov 457(b) | | | | | |

4. How many governmental 401(a) and 457(b) plans do you administer for public entities of a comparable size to the Platte River Power Authority Plans?

| Plans by Size | # Gov 401(a) Plans | Avg. # 401(a) Participants | # Gov 457(b) Plans | Avg. # 457(b) Participants |
|------------------|--------------------|----------------------------|--------------------|----------------------------|
| <\$5M | | | | |
| \$5M - \$25M | | | | |
| >\$25M - \$100M | | | | |
| >\$100M - \$500M | | | | |
| >\$500M | | | | |

5. Please describe your experience administering and recordkeeping retirement plans for similar clients.
 - a. How many plans do you currently recordkeep?
6. Please provide evidence as to the financial stability and soundness of your firm. Have you experienced layoffs in the past three years, and if yes, how did they affect the retirement plan division?
7. Please detail your firm's commitment to providing recordkeeping services for retirement plans, including information on the firm's continued investment in this business segment.
8. What improvements/upgrades are planned to your recordkeeping system/platform in the near future?
9. Over the past five years, has your firm been involved in any litigation or other legal proceedings related to your retirement plan division? Please provide details.
10. What checks and balances do you have in place to assure plan administration integrity and accuracy including participant account data?
11. What factors do you feel differentiate you from your competition? What services are your firm's specialties or areas of greatest expertise?

B. Recordkeeping & Administration

12. Describe the hardware platform and software system you use to recordkeep and administer defined contribution plans. How do you ensure your recordkeeping system is in compliance with all regulations?
13. What improvements/upgrades are planned to your recordkeeping system/platform in the near future?
14. Please confirm if you are able to administer the Plans in accordance with their plan documents. Please see separate plan document attachments.
15. Please provide details on any plan provisions that would not be supported on your recordkeeping system.
16. What methods are available for handling beneficiary designations for active participants? For terminated employees with a balance? Please confirm that this can be done online by the participant. Can you develop a campaign following the Plan conversion process that addresses the need to update participant beneficiary designations?
17. Describe in detail your domestic relations order (DRO) process. See the attached Platte River DRO process. Can you process all participant DROs, as described in the procedures? Can you coordinate with another party for dual DRO's?
18. Describe in detail your age 72 Required Minimum Distribution (RMD) process. Can you process all participant 72 RMDs, as needed? In what case would you not be able to process?
19. How will the Plan Sponsor be notified that a participant has made a change to his/her deferral amount via the website or call center?

20. Please describe the following capabilities of your systems with respect to Plan Sponsors:
 - a. Securely upload a bi-weekly contribution file;
 - b. Securely upload and / or maintain annual census data;
 - c. Maintain / update address and basic census data;
 - d. Maintain / update beneficiary information;
 - e. Query for participant information and balances by dates for mailings, force outs, etc.;
 - f. Schedule reports for delivery;
 - g. Receive e-mail notifications for various activity (change in participant address).

21. How proactive will you be in locating “lost” participants and dealing with unresponsive participants? How are bad address’ handled?
 - a. Please confirm if there would be additional fees associated with lost participant searches. If so, please provide fee details.

22. What reports are available on the Plan Sponsor website? Are customizable reports available? Are there costs associated with creating customized or ad hoc reports?

23. What reporting tools or resources are available to the Plan Sponsor to track key metrics of the Plans (e.g. participant asset allocation, participant engagement/resources utilized, withdrawals, etc..) in order to determine the overall health of the Plans and help inform potential communication opportunities?
 - a. How can these metrics be filtered (age, division, location, employment type, region, etc.)
 - b. What tools/reports are available to track overall retirement readiness at the plan level (percentage of plan participants that are on track to meet retirement goals)? Can these be integrated with defined benefit plan data? Can these be integrated with health savings account (HSA) data?
 - c. Can the Plan Sponsor compare key plan metrics relative to peers or plans of similar size?
 - d. Are there any associated fees for these various reports?
 - e. What other tools and/or reports are available for Plan Sponsor? Are reports available detailing participant activity (example - when a participant has contacted recordkeeper, types of inquires being received from participants, etc.)?

24. Describe and list your service standards. Do you guarantee service performance? If so, please describe. How do you respond to errors made by either you or the Plan Sponsor?

25. What organization would serve as the custodian and deemed trustee for the Plans? Please confirm this organization can provide all trustee services as outlined in the Plan documents.

26. What other resources do you have available to aide with Plan design considerations, i.e. benchmarking, cost analysis for changing match, etc.? What are the additional costs for these services?

27. Please list all the recordkeeping and administrative services included as part of the proposed fee.
 - a. Are there any additional services available to the Plans for a fee? If so, please provide details and corresponding fees.

C. Education and Communications

28. Please confirm your firm's ability to accommodate the current education requirements and approach/communication strategy described earlier. Will an education representative be able to continue this level of service? If not, provide alternative strategies and any impact to fees.
29. Will the Plans have a dedicated education specialist/team assigned to them? Can you provide details on the individual's background, professional designations, years of experience providing education, years with company, and location?
30. Outline your organization's capabilities to provide face-to-face education and assistance to participants. Given the current climate, what are your virtual capabilities to provide retirement education?
31. Please provide a-la-carte pricing for additional education days.
32. Do you offer toll-free or local information telephone lines for Plan participants to call with inquiries? Describe the available scope of services, location of call centers, hours of operation, number of call center representatives, and applicable fees. Confirm your ability to offer alternative language support to Plan participants.
33. Provide a sample of a participant statement (electronic).
34. Provide links and instructions for your Plan Sponsor and participant web demos. Can you provide an interactive Plan Sponsor web demo?
35. Provide details on all the tools and resources available to participants on the website (eg. retirement readiness, retirement income, etc.)
36. Please describe your mobile application experience should participants use smart phones instead of computers. Please detail if there is any limited functionality (example – transaction capabilities).
37. How does your organization engage with new participants?
38. How does your organization engage with participants nearing retirement?
39. Identify the key elements provided as part of a standard communication and education program package (provide samples). Indicate any fees that would apply over and above those included in your fee estimate (APPENDIX A). Confirm your flexibility (given that the number of on-site meetings and locations may change) in providing education from year to year.
40. Do you offer **asset allocation guidance** to participants outside of a managed account solution via online tools or through one-on-one sessions with education specialists? If so, please describe.
 - a. Would additional fees apply?
41. Do you provide **point-in-time** investment specific **advice** to participants outside of a managed account solution, where the responsibility of implementation falls on the participant?
 - a. Is the advice available through online tools?
 - b. Do you provide the service yourself or use a third party?

- c. Are on-site education specialists able to provide the point-in-time investment advice? If so, do you assume Fiduciary responsibility?
 - d. Do you charge a fee for this service?
42. Please provide your organization's policy on cross-selling.
 43. How does your organization engage with new participants?
 44. How does your organization engage with participants nearing retirement?
 45. Do you provide Financial Wellness programs/resources outside of the standard retirement education? Are there any additional fees? Please provide details on the financial wellness resources available to participants, including the services provided as part of this program.
 46. Do you offer outside account aggregation tools to participants?
 47. Please discuss the participant experience during the transition process. Describe the communications and number of on-site education days that will be committed to the transition.
 48. Regarding the **Summary Plan Description, while not required**, do you prepare and distribute on behalf of the Plan Sponsor as part of best practice? Are there any fees for preparation and distribution?
 49. Regarding **annual participant fee disclosures, while not required**, do you prepare and distribute on behalf of the Plan Sponsor as part of best practice? Are there any fees for preparation and distribution?
 50. Regarding **enrollment materials**, do you prepare and distribute on behalf of the Plan Sponsor?
 - a. **Are there any fees for preparation and distribution?**
 - b. **Is electronic enrollment available or required?**
 51. Regarding **fund change notices**, do you prepare and distribute on behalf of the Plan Sponsor? Are there any fees for preparation and distribution?
 52. Regarding **ad-hoc** participant communications, do you prepare and distribute on behalf of the Plan Sponsor? Are there any fees for preparation and distribution?

D. Compliance Support

53. How do you keep Plan Sponsors informed and updated on any regulatory and legislative changes?
54. How do you help support the Plan Sponsor in maintain plan compliance? (reminders, online checklists & tools, etc.)

E. Investments

55. Do you have an open architecture platform? Do you have any proprietary fund requirements? Would you require the use of a specific money market, stable value, or fixed account product?
56. If the Plan Sponsor were to choose to add funds outside of your platform, can they be accommodated? What fees and restrictions (including any investment minimums for new additions, etc.) are associated with this process?
57. Please identify which funds in the existing menu can be transferred “in-kind” (see separate attachment with current fund lineup). If any of the current funds are not available on your existing platform, indicate if they could be added at no additional cost to the Plan.
58. Is there a cost to add or remove investment options from the fund line-up? Please detail all project fees, if applicable, should the Plans elect to make changes to the investment menu.
59. Please describe your capacity to credit revenue sharing back to participants or add ‘wrap fees’ on funds in order to more evenly distribute revenue sharing across participants, asset classes and funds.
60. Please describe the following capabilities of your systems with respect to Plan participants:
 - a. Make investment transfers;
 - b. Make investment profile changes;
 - c. Access participant account statements; and,
 - d. Download participant account activity and update NAV’s into common personal financial software (such as Mint.com, Quicken or others)
61. Does your organization offer a self-directed brokerage window as an investment option? Who is the brokerage provider? Please describe the service.

F. Managed Accounts

62. Please describe your managed account services, if applicable. Include details on the modeling process and methodology, eligibility, and any other information pertinent to evaluating the managed account service offered.
 - a. Do you provide the service or use a third party?
 - b. Please provide the entire tiered fee schedule applicable to the Plan for managed account services.
 - c. Please discuss fiduciary status on all recommendations.
63. What are the current reporting capabilities available to Plan Sponsors to support their fiduciary obligation for ongoing monitoring of the managed accounts program?
64. What types of communications can participants expect to receive associated with the managed account product?
65. Can your managed account services and support be accessed through multiple channels (i.e. phone, app, online portal, in person, etc.)?
66. Does the managed account service offer any additional advice/recommendation features?
 - a. Savings rate advice
 - b. Contribution source (Roth vs pretax) advice
 - c. Social security claiming advice

- d. Spend down advice or dynamic withdrawal strategies
- e. Other?

G. Cyber Security

- 67. Please provide evidence of the strength and security of your cybersecurity protocols. Do you have a SOC-2 or SOC-3 report to address controls relevant to operations and compliance?
- 68. Are technology systems regularly updated? Does this impact participant access?
- 69. How do you ensure your recordkeeping system is in compliance with all regulations? Who has ultimate responsibility/authority for ensuring the software remains current to laws, regulations, client needs, etc.?
- 70. Do you conduct periodic risk assessments to identify cybersecurity threats, vulnerabilities, and potential business consequences?
- 71. What are your processes and systems for dealing with cybersecurity threats and protection of personal identifiable information?
- 72. Do you have a privacy and security policy, and does the policy apply to personal identifiable information of retirement plan clients?
- 73. Do you carry cybersecurity insurance? If yes, provide an overview of the coverage (including any limitations).
- 74. Have you experienced any security breaches? If yes, explain.
- 75. Do you offer a “Cybersecurity Guarantee” where you will compensate participants for any unauthorized transfer of cash out of their account? If so, what are the specific conditions that would apply?
- 76. What security compliance standard do you adhere to and are audited against?

H. Miscellaneous

- 77. Explain your typical conversion process, including a normal, detailed work plan timeline. If you are selected as the new provider, by what date do you need to be notified in order to secure a September 2021 conversion date? Please outline what responsibilities the Plan Sponsor will have during conversion.
- 78. Describe the average background and tenure for a conversion manager and provide information on the number of total plans they have transitioned to your organization.
- 79. Does all beneficiary information transfer to your system upon a conversion?
- 80. How do you measure the success of a plan conversion? How do you ensure all data has been set up appropriately on your system?
- 81. How many plan transitions and/or plan mergers occurred in 2019? Year-to-date 2020?

82. How long will you guarantee the fees quoted in this proposal?

I. Exceptions

83. List any exceptions taken to the Agreement for Professional or Technical Services.

84. List any exceptions taken to the Scope of Services listed in Exhibit A of the Agreement for Professional or Technical Services.

Fee Estimate:

Please complete the separate attachment titled APPENDIX A: FEE ESTIMATE. Tab 1 of this spreadsheet contains data on the Plans. Please fill in the investment menu worksheet on tab 2. Please review the Plans data and fill in the fee estimate worksheet on tab 3. As noted in the fee spreadsheet, please assume **zero revenue sharing is retained by the recordkeeper** and an **open architecture menu (no proprietary fund requirements)** in your fee estimates.

In addition to completing the Appendix A: Fee Estimate, please provide a Recordkeeping Service Fee Schedule as part of your response to this RFP.

Finally, please outline any additional fees that the Plans may incur outside of your ongoing fee proposal.

AGREEMENT

For Professional or Technical Services

THIS AGREEMENT ("Agreement") is made and entered into _____, by and between PLATTE RIVER POWER AUTHORITY, a political subdivision of the State of Colorado ("Platte River"), and _____ ("Consultant").

WHEREAS, Platte River is undertaking the following project: _____ ("Project"); and

WHEREAS, Platte River desires to retain the services of Consultant to complete the Project as set forth in this Agreement; and

WHEREAS, Consultant desires to provide those services to Platte River.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

(1) **Services.** Platte River agrees to retain Consultant to provide the services set forth herein, and as further specified in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services"), and Consultant agrees to so serve. Consultant warrants and represents that it has the requisite authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws, and agrees to perform the Services on the terms and conditions set forth herein. Platte River reserves the right to omit any of the Services identified in **Exhibit A** upon written notice to Consultant. In the event of any conflict between this Agreement and **Exhibit A**, the provisions of this Agreement shall prevail.

(2) **Compensation and Final Payment.**

(a) Platte River agrees to pay Consultant, upon satisfactory performance under this Agreement, amounts due upon review and approval of routine billing as set forth herein, and as adjusted to reflect the deletion by Platte River of any of the Services set forth in **Exhibit A**. Subject to any retained final payment as set forth in subparagraph (b) below, Platte River shall make payment within thirty (30) days of receipt and approval of invoices submitted by Consultant, which invoices shall be submitted to Platte River not more frequently than monthly and which shall identify the specific Services performed for which payment is requested.

(b) Consultant shall indemnify and save harmless Platte River from all claims for labor and materials furnished under this Agreement. When requested by Platte River, Consultant shall submit satisfactory evidence that all persons, firms, or corporations who have done work or furnished materials under this Agreement, for which Platte River may become legally liable, have been fully paid or satisfactorily secured. In case such evidence is not furnished or is not satisfactory to Platte River, an amount equal to five percent (5%) of the sum set forth in subparagraph (a) above will be retained from money due to Consultant to liquidate all such claims. Such sum will be retained until the claims as aforesaid are fully settled or satisfactorily secured. Acceptance by Consultant of final payment shall release Platte River and every director, officer, employee and agent thereof, from all claims and liability.

(c) After final acceptance of the Services by Platte River, an Application for Final Payment shall promptly be submitted by Consultant. Consultant's Application for Final Payment shall constitute an additional representation by Consultant to Platte River that all conditions precedent to Consultant's entitlement to final payment has been fulfilled.

(d) All invoices and an Application for Final Payment shall include a reference to the Purchase Order Number and shall be sent electronically to the following:

Platte River Power Authority
Attention: Accounts Payable
PlatteRiver-AP@prpa.org

- (3) **Term.** The Term of this Agreement shall be from the date first written above through _____, 20____, unless extended by written agreement of the parties.
- (4) **Monitoring and Evaluation.** Platte River reserves the right to monitor and evaluate the progress and performance of Consultant to ensure that the terms of this Agreement are being satisfactorily met in accordance with Platte River’s applicable monitoring and evaluating criteria and standards. Consultant shall cooperate with Platte River relating to such monitoring and evaluation.
- (5) **Platte River Property.** Reports, surveys, maps, plans, drawings, photographs, and any other tangible materials produced by Consultant pursuant to this Agreement shall at all times be Platte River property.
- (6) **Independent Contractor.** The parties agree that Consultant shall be an independent contractor and shall not be an employee, agent, or servant of Platte River. **Consultant is not entitled to workers’ compensation benefits from Platte River and is obligated to pay applicable federal and state income tax on any money earned pursuant to this Agreement.**
- (7) **Insurance Requirements.** Consultant shall secure and maintain insurance of such types and in such minimum amounts as may be necessary to protect Consultant and the interests of Platte River against all hazards or risks of loss. The form and limits of such insurance, together with the underwriter thereof for each type of insurance, shall be subject to acceptance by Platte River, but regardless of such acceptance it shall be the responsibility of Consultant to maintain adequate insurance coverage at all times, including, but not limited to, the types and minimum amounts listed below. The providing of insurance by Consultant of such types and in such minimum amounts as specified below does not limit Consultant’s contractual responsibilities, liabilities or obligations under this Agreement.

Consultant shall submit a certificate for each of the insurance policies identified herein to Platte River not less than ten (10) days prior to the date that Consultant, or its supervisor(s) or employees, are expected to commence providing Services. Platte River uses an online certificate of insurance management platform, hosted by a third party, to collect certificates. Consultant will receive emailed instructions for registering and uploading a current certificate(s) to the online platform. Consultant understands and agrees that Platte River shall not be obligated under this Agreement until Consultant furnishes and Platte River accepts such certificates of insurance. Each certificate shall state that thirty (30) days advanced written notice will be given to Platte River before any policy covered thereby is changed or canceled. Platte River, its directors, officers, employees and agents shall be listed as “additional insureds” on all of the policies required by subsections (b) and (c) below. With respect to all required policies of insurance the Consultant shall cause its insurer to waive the insurer’s right of subrogation with respect to Platte River and its insurers.

(a) **Workers’ Compensation and Employers Liability.** This insurance shall protect Consultant against all claims under applicable state workers’ compensation laws. Consultant shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of workers’ compensation law. This policy shall include an “all states” endorsement. The liability limits shall not be less than:

| | | |
|------|-----------------------|---------------------------|
| (i) | Workers’ Compensation | Statutory amount |
| (ii) | Employers Liability | \$1,000,000 each accident |

(b) **Comprehensive Automobile Liability Insurance.** This insurance shall be written in comprehensive form and shall protect Consultant against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use,

whether they are owned, non-owned, or hired. The liability limits shall not be less than a One Million Dollar (\$1,000,000) combined single limit each occurrence for bodily injury and property damage.

- (c) **Comprehensive General Liability.** This insurance shall be written in comprehensive form and shall protect Consultant against all claims arising from injuries to members of the public or damage to property of others arising out of any act or omission of Consultant or its agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual personal injury liability coverage, a broad form property coverage endorsement, and insure the contractual liability assumed by the Consultant as stated in paragraph 9 hereof regarding Indemnification. The liability limits shall not be less than a One Million Dollar (\$1,000,000) combined single limit each occurrence for bodily injury and property damage.
- (d) **This Section Not Used.**
- (e) **Professional Liability Insurance.** If Consultant is an architect, engineer, surveyor, appraiser, physician, attorney, accountant, or other licensed professional, or if it is customary in the trade or business in which Consultant is engaged to carry professional liability insurance, or if Platte River otherwise deems it necessary, Consultant shall procure and keep in force during the duration of this Agreement a policy of errors and omissions professional liability insurance insuring Consultant against any professional liability with a limit of at least One Million Dollars (\$1,000,000) per claim and annual aggregate.
- (f) **Subcontracts.** Consultant agrees to include the insurance requirements set forth in this Agreement in all subcontracts. Platte River shall hold Consultant responsible in the event any subcontractor fails to have insurance meeting the requirements set forth in this Agreement. Platte River reserves the right to approve variations in the insurance requirements applicable to subcontractor upon joint written request of subcontractor and Consultant if, in Platte River's opinion, such variations do not substantially affect Platte River's interests.
- (8) **Warranty.** Consultant hereby warrants that the Services contracted under this Agreement will be performed in a competent manner consistent with consulting firms providing similar services under similar circumstances. If, within the warranty period, Platte River notifies Consultant that the Services fail to meet the provisions of this warranty, Consultant shall promptly correct any defects by re-performance of the Services at no cost to Platte River. The warranty period shall begin on the date of acceptance of the Services performed by Platte River and shall extend for a period of ninety (90) days following termination of this Agreement.
- (9) **INDEMNIFICATION.** CONSULTANT HEREBY COVENANTS AND AGREES TO INDEMNIFY, SAVE, AND HOLD HARMLESS PLATTE RIVER, ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM ANY AND ALL LIABILITY, LOSS, COSTS, CHARGES, OBLIGATIONS, EXPENSES, ATTORNEYS' FEES, LITIGATION, JUDGMENTS, DAMAGES, CLAIMS, AND DEMANDS OF ANY KIND WHATSOEVER FROM ANY THIRD PARTY ARISING FROM OR OUT OF ANY NEGLIGENT ACT OR OMISSION OR OTHER TORTIOUS CONDUCT OF CONSULTANT, ITS DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS IN THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT. CONSULTANT WARRANTS THAT THE GOODS OR SERVICES PROVIDED HEREIN, AND THE USE OF THEM, WILL NOT INFRINGE ANY PATENT OR INVENTION, COPYRIGHT, TRADE SECRET, OR OTHER PROPRIETARY RIGHT. CONSULTANT AGREES THAT IT SHALL DEFEND, INDEMNIFY, AND HOLD PLATTE RIVER, ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM ALL LIABILITY, LOSS, COSTS, CHARGES, OBLIGATIONS, EXPENSES, ATTORNEY'S FEES, LITIGATION, JUDGMENTS, DAMAGES, CLAIMS AND DEMANDS OF ANY KIND WHATSOEVER, ARISING OUT OF ANY SUCH CLAIMS FOR PATENT INFRINGEMENT OR, IN PART OR IN WHOLE, PLATTE RIVER'S USE, SALE, OR PURCHASE OF SAID GOODS. This Indemnification provision shall survive the completion of the Services and the satisfaction, expiration, or termination of this Agreement.

(10) **Termination.**

- (a) **Generally.** Platte River may terminate this Agreement without cause if it determines that such termination is in Platte River's best interest. Platte River shall effect such termination by giving written notice of termination to Consultant, specifying the effective date of termination, at least fourteen (14) calendar days prior to the effective date of termination. In the event of such termination by Platte River, Platte River shall be liable to pay Consultant for Services performed as of the effective date of termination, but shall have no further payment obligations to Consultant. Consultant shall not perform any additional Services following receipt of the notice of termination unless otherwise instructed in writing by Platte River.
- (b) **For Cause.** If, through any cause, Consultant fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this Agreement, or violates any applicable law, Platte River shall have the right to terminate this Agreement for cause immediately upon written notice of termination to Consultant. In the event of such termination by Platte River, Platte River shall be liable to pay Consultant for Services performed as of the effective date of termination, but shall have no further payment obligations to Consultant. Consultant shall not perform any additional Services following receipt of the notice of termination. Notwithstanding the above, Consultant shall not be relieved of liability to Platte River for any damages sustained by Platte River by virtue of any breach of this Agreement, and Platte River may withhold payment to Consultant for the purpose of setoff until such time as the exact amount of damages due to Platte River from Consultant is determined.

(11) **Work by Illegal Aliens Prohibited.** This paragraph shall apply to all Consultants whose performance of work under this Agreement does not involve the delivery of a specific end product other than reports that are merely incidental to the performance of said work.

- (a) Consultant hereby certifies that, as of the date of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Consultant will participate in either the Colorado Department of Labor and Employment ("Department") Program or the E-Verify Program (formerly referred to as the basic pilot employment verification program) as each is defined in C.R.S. §8-17.5-101(3.3) and (3.7) respectively (the "Program") in order to confirm the employment eligibility of all employees who are newly hired for employment in the United States since the effective date of this Agreement to perform work under this Agreement.
- (b) Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- (c) Consultant hereby certifies that it has confirmed the employment eligibility of all employees who are newly hired for employment in the United States since the effective date of this Agreement to perform work under this Agreement through participation in the Program.
- (d) If the Consultant participates in the Department Program the Consultant shall notify Platte River of such participation. A participating Consultant shall, within twenty (20) days after hiring an employee who is newly hired for employment within the United States to perform work under this Agreement, affirm to the Department that the consultant has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. sec. 1324a, and not altered or falsified the identification documents for such employees. At the time of such submittal to the Department, the Consultant shall provide a written, notarized copy of the affirmation to Platte River. Consultant is prohibited from using Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

- (e) If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Consultant shall be required to:
 - (i) Notify the subcontractor and Platte River within three (3) days that Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - (ii) Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Consultant shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- (f) Consultant shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. Article 17.5.
- (g) If Consultant violates this paragraph, Platte River may terminate this Agreement for cause. If this Agreement is so terminated, Consultant shall be liable for actual and consequential damages to Platte River.

(12) **Compliance with C.R.S. §24-76.5-103.**

- (a) If Consultant is a natural person (i.e., not a corporation, partnership, or other legally created entity) 18 years of age or older, he/she must do the following:
 - (i) Complete the affidavit attached to this Agreement as **Exhibit B**; and
 - (ii) Attach a photocopy of the front and back of one of the valid forms of identification noted on **Exhibit B**.
- (b) If Consultant executes the affidavit stating that he/she is an alien lawfully present in the United States, Platte River shall verify his/her lawful presence through the federal systematic alien verification or entitlement program, known as the "SAVE Program," operated by the U.S. Department of Homeland Security or a successor program designated by said department. In the event Platte River determines through such verification process that Consultant is not an alien lawfully present in the United States, Platte River shall terminate this Agreement and shall have no further obligation to Consultant hereunder.

(13) **Taxes.** Platte River is a political subdivision of the State of Colorado and a municipally owned utility. As such, Platte River is exempt from taxes and no taxes may be lawfully assessed against Platte River in connection with the Services provided by Consultant in accordance with this Agreement.

(14) **Safety, Drugs and Alcohol.** Consultant, and its employees or agents, shall follow safe work procedures, using safe work habits in all situations. Consultant has read and agrees to adhere to the requirements outlined in the Contractor/Subcontractor Safety and Health Requirements document and has returned a completed Contractor Safety Qualification form to Platte River. Consultant shall be expected to provide to Platte River an updated Contractor Safety form no later than February 15 of each year through the term of this Agreement. Platte River reserves the right to inspect the Services in order to enforce this requirement. It is strictly prohibited for anyone to be under the influence of drugs or alcohol while working on behalf of Platte River or on Platte River's premises. Consultant, or any of its employees or agents, who violate this policy shall be removed from the job site.

- (15) **Equal Employment Opportunity.** Platte River is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals. Neither Platte River nor Consultant shall unlawfully discriminate against any person because of race, color, national origin or ancestry, sex, age, religious convictions, veteran status, disability, sexual orientation, or other classification protected by law. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.
- (16) **HARASSMENT.** ALL PERSONS WORKING ON PLATTE RIVER'S PREMISES SHOULD HAVE A WORKING ENVIRONMENT FREE FROM HARASSMENT BASED UPON HIS/HER RACE, COLOR, RELIGION, CREED, SEX, NATIONAL ORIGIN, ANCESTRY, AGE, SEXUAL ORIENTATION (INCLUDING GENDER IDENTITY), OR DISABILITY. IT IS A VIOLATION OF PLATTE RIVER'S POLICY FOR ANY EMPLOYEE TO HARASS ANOTHER ON PLATTE RIVER'S PREMISES. THIS POLICY APPLIES TO CONSULTANT, ITS EMPLOYEES, SUBCONTRACTORS AND AGENTS. PRIOR TO COMMENCEMENT OF ANY SERVICES SET FORTH HEREIN TAKING PLACE ON PROPERTY OWNED OR CONTROLLED BY PLATTE RIVER, CONSULTANT SHALL SIGN PLATTE RIVER'S HARASSMENT LETTER, ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE AS **EXHIBIT C**, ACKNOWLEDGING RECEIPT OF THIS POLICY.
- (17) **Governmental Immunity Act.** No term or condition of this Agreement shall be construed or interpreted as a waiver by Platte River, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§24-10-101, *et seq.*, or of any other defenses, immunities, and limitations of liability available to Platte River, its directors, officers, employees and agents under the law.
- (18) **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado (exclusive of choice-of-law principles), and venue shall be in the County of Larimer, State of Colorado.
- (19) **No Assignment.** Consultant shall not assign this Agreement without Platte River's prior written consent.
- (20) **Binding Effect.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, and permitted successors and assigns.
- (21) **Survival Clause.** The "Warranty," "Indemnification," "Governmental Immunity Act," and "Governing Law and Venue" provisions set forth in paragraphs 8, 9, 17 and 18 of this Agreement shall survive the completion of the Services and remain in effect following any satisfaction, expiration, or termination of this Agreement until all statutes of limitations governing claims that could be made in connection with the Agreement have run.
- (22) **ENTIRE AGREEMENT.** THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF AND SUPERSEDES ALL PRIOR AND CONTEMPORANEOUS OFFERS, NEGOTIATIONS, AGREEMENTS AND UNDERSTANDINGS, WHETHER ORAL OR WRITTEN, BETWEEN THE PARTIES. **IN THE EVENT OF ANY CONFLICT BETWEEN THIS AGREEMENT AND ANY PURCHASE ORDER ISSUED IN CONNECTION WITH THIS AGREEMENT THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL PREVAIL.** EXCEPT AS PROVIDED HEREIN, THIS AGREEMENT MAY ONLY BE MODIFIED OR AMENDED BY WRITTEN AGREEMENT OF THE PARTIES.

- (23) **Severability.** In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
- (24) **Headings.** Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.
- (25) **Notices.** Written notices required under this Agreement and all other correspondence between the parties, other than invoices and an Application for Final Payment which shall be directed as set forth in paragraph 2.d, shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

If to Platte River: Julie Depperman, Director of Treasury Services
 Platte River Power Authority
 2000 East Horsetooth Road
 Fort Collins, Colorado 80525

With a copy to: General Counsel
 Platte River Power Authority
 2000 East Horsetooth Road
 Fort Collins, Colorado 80525

If to Consultant: _____

Email Address: _____

Either party may change its contact information at any time by providing written notice to the other party.

- (26) **Time of the Essence.** Consultant acknowledges that time is of the essence in the performance of this Agreement. Consultant’s failure to complete any of the Services contemplated herein during the Term of this Agreement, or as may be more specifically set forth in **Exhibit A**, shall be deemed a breach of this Agreement.
- (27) **Confidential Information.** In connection with the Services to be performed herein by Consultant, Platte River may disclose certain of its confidential and proprietary information (the “Confidential Information”) to Consultant. Confidential Information shall include all data, materials, contracts, technology, computer programs, specifications, manuals, business plans, software, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to Consultant by Platte River.

Consultant agrees that the Confidential Information is to be considered confidential and proprietary to Platte River and Consultant shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of this Agreement, and shall not disclose, publish or otherwise reveal any of the Confidential Information received from Platte River to any other party whatsoever except with the specific prior written authorization of Platte River.

- (28) **Use of Platte River Tools.** At Platte River’s discretion, Consultant may be permitted to use Platte River owned tools in the performance of the Services. Consultant agrees that any such tools used are accepted “AS IS” and WITH NO WARRANTIES, express or implied. The Consultant accepts full responsibility for the care of Platte River tools during the period of use, and will be responsible for their replacement at full retail value if not returned or returned in a damaged condition. In consideration of allowing use of Platte River tools the Consultant agrees to hold harmless, release,

defend and indemnify Platte River, its employees, officers and directors, FROM ANY AND ALL LIABILITY or claims for injury or death to persons or damage to property arising from the Consultant's use of the tools, INCLUDING THOSE INJURIES OR DAMAGES CAUSED BY PLATTE RIVER'S ALLEGED OR ACTUAL NEGLIGENCE.

- (29) **Expenditure Not to Exceed Appropriation.** The obligations of Platte River under this Agreement are from year to year only and shall not constitute a multiple-fiscal year debt or other financial obligation or fiscal obligation of any kind payable in any fiscal year beyond the fiscal year for which funds are so appropriated for the payment of current expenditures.
- (30) **Measures to Protect Employee and Public Health.** Consultant must promptly provide to Platte River, when requested from time to time during the term of this Agreement, information concerning potential risks to public health or the health of employees or subcontractors of Platte River or Consultant (for example, recent travel or other activities that could result in exposure to contagious illnesses). Platte River and Consultant shall collaborate to share information about potential risks in a manner that complies with applicable laws. Platte River shall have the right to suspend or adjust work schedules related to Consultant's activities associated with Consultant's Services under this Agreement if Platte River determines it is necessary or advisable to reduce risk of illness to the public or employees or subcontractors of Platte River or Consultant. Platte River and Consultant shall confer in good faith to identify measures to effectively protect public, employee, and subcontractor health while minimizing disruption to the purposes of this Agreement and to operations and activities of Platte River and Consultant.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

PLATTE RIVER POWER AUTHORITY

By: _____

Title: _____

APPROVED AS TO FORM:

Deputy Counsel

CONSULTANT: _____

By: _____

Title: _____

EXHIBIT A

SCOPE OF SERVICES

The administrative services to be performed by the Vendor under this Agreement shall be as follows:

- (a) Participant enrollment services, including providing a current welcome package and enrollment kit containing instructions and notices necessary to implement the Plan's administration. Employees will enroll online or through a paper form. The Vendor will provide an enrollment link through the general Vendor web site as appropriate. Platte River can also enroll employees through an online participant portal.

- (b) Establishment of participant accounts for each employee participating in the Plan for whom the Vendor receives appropriate enrollment instructions. Vendor is not responsible for determining if such Plan participants are eligible under the terms of the Plan.

- (c) Allocation in accordance with participant directions received in good order of individual participant accounts to investment funds offered under the Plan. The Vendor will provide Platte River notification of updates to fund offering materials for The Vendor proprietary funds.

- (d) Maintenance of individual accounts for participants reflecting amounts deferred, income, gain or loss credited, and amounts distributed as benefits.

- (e) Maintenance of records for all participants for whom participant accounts have been established. These files shall include enrollment instructions (provided to the Vendor through online participant portal), beneficiary designation instructions and all other documents concerning each participant's account.

- (f) Provision of periodic reports to Platte River through the online participant portal. Participants will have access to account information through online participant portal, participant call center, or quarterly statement that can be delivered. and through quarterly statements that can be delivered electronically through the online portal or by postal service.

- (g) Communication to participants of information regarding their rights and elections under the Plan.

- (h) Making participant call center available through a toll-free telephone number from 8:30 a.m. to 9:00 p.m. Eastern Time, Monday through Friday (excluding holidays and days on which the securities markets or Vendor are closed for business (including emergency closings)), to assist participants.
- (i) At both the Rawhide Energy Station and Platte River's Headquarters, the Vendors' participant education team will conduct seminars on a quarterly basis and Certified Financial Planner will conduct seminars on a semi-annual basis.
- (j) At both the Rawhide Energy Station and Platte River's Headquarters, the Vendor will be available for on-site individual consultations. The Vendor's participant education team and Certified Financial Planner will be on site on a quarterly basis to conduct quarterly consultations. The Certified Financial Planner will be on site on a semi-annual basis to conduct consultations.
- (k) Making available access to the Vendor's web site, to allow participants to access certain account information and initiate Plan transactions at any time. Account access is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance.
- (l) Distribution of benefits as agent for Platte River in accordance with terms of the Plan. Participants who have separated from service can request distributions through Account Access or via form.
- (m) Upon approval by Platte River that a domestic relations order is an acceptable qualified domestic relations order under the terms of the Plan, the Vendor will establish a separate account record for the alternate payee and provide for the investment and distribution of assets held there under. The Vendor will provide Platte River assistance in executing the order or decree.
- (n) Loans may be made available on the terms specified in the plan's loan provisions, if loans are adopted by the Platte River. Participants can request loans through the online portal.
- (o) Hardship withdrawal requests may be made available on specified terms; The Vendor will provide guidance and advice in evaluating the hardship withdrawal request and will process the request for Platte River.
- (p) Managed Accounts may be made available through a third party vendor on the terms specified on the Vendor's website.

- (q) The Vendor will provide and present a plan review at least annually to Platte River's DC Plan Committee.

- (r) The Vendor will provide and present a participant education plan for the upcoming plan year and a review of the current plan educational meetings at a Platte River DC Plan Committee meeting.

- (s) In addition, this Agreement shall include any additional, incidental services as may be requested in writing by Platte River and accepted by Vendor.

(t) As of the Inception Date, the following participant-level fees apply. These fees are subject to change with appropriate notice.

| Description/Fee Component | Participant-level fee charged by the Vendor |
|---|---|
| Domestic Relations Order processing fee | |
| Self-Directed Brokerage Fees | |
| Advice, Guidance and Managed Account Fees | |
| Loans | |
| Personalized Financial Plans | |
| Wire Transfer Fees | |

As of the Inception Date, the following participant-level fees apply. These fees are subject to change with appropriate notice.

EXHIBIT B

AFFIDAVIT PURSUANT TO C.R.S. §24-76.5-103

AFFIDAVIT [HB 06S-1023]

If the Consultant is a sole proprietor, the undersigned hereby swears or affirms under penalty of perjury under the laws of the State of Colorado that (check one):

- _____ I am a United States citizen, or
- _____ I am a Permanent Resident of the United States, or
- _____ I am lawfully present in the United States pursuant to Federal law.

I understand that this sworn statement is required by law because I am a sole proprietor entering into a contract to perform work for a political subdivision of the State of Colorado. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to starting work for the political subdivision of the State of Colorado. I further acknowledge that I will comply with the requirements of C.R.S. §24-76.5-101 *et seq.* and will produce the required form of identification prior to starting work. I acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under C.R.S. §18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

CERTIFIED and AGREED to _____.

CONSULTANT:

By: _____
Consultant Full Legal Name

Signature

PLATTE RIVER INTERNAL USE ONLY – Valid forms of identification

- a valid Colorado driver’s license; or
- a current Colorado identification card; or
- a United States military card or a military dependent’s identification card; or
- a United States Coast Guard Merchant Mariner card; or
- a Native American tribal document.

EXHIBIT C

PLATTE RIVER POWER AUTHORITY HARASSMENT LETTER

Platte River Power Authority's policy on sexual harassment and discrimination applies to all consultants, vendors, and their employees who perform work at Platte River facilities. Consultant or vendors working at a Platte River facility are responsible for complete supervision and control of their employees at all times. Any employee of a contractor or vendor who violates this policy will be immediately escorted from Platte River property and will not be allowed to return to the job. There will be no exceptions to this policy. Please sign this letter acknowledging receipt of this policy.

Non-discrimination policy

Harassment of employees is prohibited by law and harassment of Platte River employees by managers, supervisors, co-workers, contingent workers, or third parties (including vendors, suppliers, and customers), or harassment by employees of any of the above, will not be tolerated. Harassment in the workplace or while representing Platte River on business is unprofessional, inappropriate, and will not be tolerated. Harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, creed, sex, national origin, ancestry, age, sexual orientation (including gender identity), or disability.

Harassing conduct includes, but is not limited to, the following:

- (1) Epithets, slurs, negative stereotyping, or threatening, intimidating, coercing, or hostile acts that relate to race, color, religion, creed, sex, national origin, ancestry, age, sexual orientation, or disability.
- (2) Written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of race, color, religion, creed, sex, national origin, ancestry, age, sexual orientation, or disability and that is placed on walls, bulletin boards, e-mail, or elsewhere on the employer's premises, or circulated in the workplace.

Sexual Harassment: Sexual harassment is characterized by:

- (1) Making unwelcome sexual advances or requests for sexual favors or other verbal or physical conduct of a sexual nature a condition of an employee's employment; or
- (2) Making submission to or rejections of such conduct the basis for employment decisions affecting the employee; or
- (3) Creating an intimidating, hostile, or offensive working environment by such conduct. This is commonly known as "hostile environment sexual harassment."

Sexual harassment does not include behavior or occasional compliments of a socially acceptable nature. It includes behavior that is not welcome, that is offensive to a reasonable person that fails to respect the rights of others, that lowers morale, or that interferes with work effectiveness. Platte River prohibits harassment of a male by a female, harassment of a female by a male, and same gender harassment. Whatever form it takes, sexual harassment can be insulting and demeaning to the recipient.

Sexual harassment may take many forms, it may be overt or subtle, but it will not be tolerated. One specific form of sexual harassment is the demand for sexual favors; other forms of sexual harassment include:

- (1) **Verbal**—Sexual innuendos, suggestive comments, jokes of a sexual nature, sexual propositions, threats.
- (2) **Non-verbal**—Sexually suggestive objects or pictures, graphic commentaries, suggestive or insulting sounds, leering, whistling, obscene gestures.
- (3) **Physical**—Unwanted physical contact, including touching, grabbing, patting, pinching, brushing the body, coerced sexual intercourse, assault.

Platte River Power Authority 401A QUALIFIED DEFINED CONTRIBUTION,
EXECUTIVE MONEY PURCHASE &
457(b) Deferred Compensation Plans Request for Proposal

Appropriate disciplinary action will be taken against any employee who violates this policy.

By signature below, I understand Platte River's policy on harassment and agree to advise my company's site management of said policy and demand strict compliance thereto.

By: _____

Date: _____

Title: _____