Sault Ste. Marie Tribe of Chippewa Indians

Purchasing Policy

BOD Approved 07.15.25

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Sault Ste. Marie Tribe of Chippewa Indians

Section I

Amended By: Bill Connolly-CFO
Approved By: BOD 07/15/2025

Tribal Purchasing Policy

Effective Date: 09/30/2008
Revised Date: 07/15/2025

I. **Purpose**. This policy is adopted by the Sault Ste. Marie Tribe of Chippewa Indians ("Tribe") in order to codify procurement practices. This policy is intended to include the purchasing of goods and services. The selection of vendor shall be conducted with the goal of purchasing with responsible vendors who have the technical and financial competence to perform in a professional manner, and who have a satisfactory record of integrity.

II. **Scope.** This policy is intended to cover all purchases made by the Tribe listed on Addendum A.-Purchasing Guide Inclusions. This policy applies to the Tribe and all tribal entities, including but not limited to the Economic Development Corporation, Kewadin Casinos, the JKL Fiduciary Committee, and any other entity, political subdivision, instrumentality, and business owned by the Tribe.

A. Exclusions. This policy does not govern the purchases made by the Tribe listed on Addendum B-Purchasing Guide Exclusions.

B. Exceptions.

1. Purchases are exempt from this policy if the grant or funding sources specifies otherwise. If the funding source allows the Tribe to select between this policy and another procedure for purchase, the Tribe shall choose to follow this policy unless good cause exists not to.

2. Except as precluded by a grant or funding sources, any department, program, entity or wholly owned government instrumentality is exempt for this policy if the purchase is made from another department, program or entity.

C. Implementation/Operation. The duties called for under this policy shall be carried out, and where necessary, enforced by the Purchasing Department. If the policy delegates a duty to a stated department, program, or position, then that delegation controls. Further, it is the responsibility of all Tribal officials and

employees to ensure that these policies are implemented in all applicable circumstances.

D. Federal Procurement. For all procurement of goods and services using federal and grant funds, care shall be taken to ensure that all applicable acquisition regulation and guidelines of the respective funding agencies are followed. This includes but not limited to the following: maximum daily/hourly rate for consultants, contracts, and all other goods and services requiring special consideration.

E. Responsibility. All Employees affected by this Tribal Purchasing Policy are responsible for knowledge of and compliance with all provisions contained herein. Violations of these policies and procedures shall be subject to disciplinary action, up to termination, in accordance with the Tribe's personnel policies.

F. General Policy. The general policy of the Tribe relating to all purchases is to secure the most economical, feasible, and the highest quality of goods and services at a fair price. The following are intended to accomplish this goal:

1. Establish evaluation and review procedures to ensure that the Tribe does not buy duplicative or unnecessary items and that procurement action is fully evaluated and monitored;
2. Ensure fair and accurate descriptions of goods and services;
3. Use appropriate contractual relationships between the Tribe and vendors;
4. Conduct cost and price analysis to ensure reasonableness, allocability, and allowability of cost to the Tribe, as a result this does not guarantee the lowest bid price is awarded the project, the factors involved in this analysis will include historical quality of brand, Native Preference and vendors experience;
5. Settle all contractual and administrative practices with sound judgement; and
6. Provide protest procedures to handle and resolve disputes relating to procurement.

G. Review of Policy and Procedures. A review of this policy will be conducted annually by the Purchasing Department to ensure that the procurement management practices of the Tribe are meeting the needs of the Tribe. As a result of the review, necessary revisions and updates to the Tribal Purchasing Policy should be made no later than December 31st. The Purchasing Department will submit a report of their review of the Purchasing Policy to the Board of Directors and Legal Department. Failure to submit a report by December 31st will be deemed as a violation of Section II(E) of this policy.

III. Procurement Management.

A. Accountable Office. The Purchasing Department of the Tribe is accountable for the purposes of implementing the policies and procedures in this manual.

B. Authorized Signatory Authority. A Master list of all persons authorized to sign or approve purchase requisitions and purchase orders will be maintained by the Purchasing Department.

C. Leases, Contracts, Invoices and Service Agreements. Any type of Lease Agreement or Invoice is considered a Contract.

Purchases involving bulk supplies, construction, or services of any kind generally require a Contract (aka a Services Agreement) which contains details of the items to be purchased or construction or services to be performed. A Contract is a written agreement that establishes a binding legal relationship obligating the seller or contractor to furnish goods or services and the buyer or procurer to pay for them. The terms of the contract are expressed in writing, according to the requirements that make the agreement legally binding as a contract. The contract outlines what is expected of the Contractor and is implemented as a safeguard for the program should the Contractor not fulfill its obligation. The contract should describe what service will be provided, the agreed upon payment schedule/terms, the scope of work, and obligations of the Contractor.

All Leases, Contracts, Invoices, or Service Agreements must be in writing and have signatory approval of the Chairman or employees with signature authority under the Signature Authority Policy to enter into the Lease, Contract, Invoice or Services Agreement.

Any expenditures over the original contract amount will require approval by the Chairman and/or the appropriate signature party.

When determining whether to lease or purchase equipment, the requesting department will conduct an analysis by collecting at least three written quotes for both leasing and purchasing. The average of these quotes will form the basis of the analysis, which must include a written justification for the final decision prior to proceeding with the purchase. The analysis will consider several factors, including cost, freight shipping, insurance, maintenance, depreciation, and resale value.

IV. Purchase of Goods or Services Over $50,000.00.

A. General. All requests for goods or services, not covered by a contractual agreement, with an estimated total purchase price of over $50,000.00, will require formal solicitation of bids as set forth below.

1. All requests for goods and/or services for Sault Tribe Construction (STC), not covered by a contractual agreement, with an estimated total purchase price of over $50,000.00 will require formal solicitation of bids as set forth below.

2. The capability of STC shall be excavation, septic systems, snow plowing and removal, trucking, demolition, landscaping, masonry, cement work, rough and finish carpentry, flooring, drywall, and general remodeling.

   At the time this policy is adopted this list shall be considered complete. If at any time in the future, should STC's capability permanently change from the found herein, STC shall inform the Purchasing Department of the change in capability and the Purchasing Department shall ensure that their implementation of this policy reflects the changed capability. (This is intended to allow this policy to operate without need for frequent amendments.)

   Capability shall also mean STC's ability to provide the required construction services: (a) in a timely manner; (b) for an acceptable dollar amount; and (c) at an acceptable level of quality.

B. Invitation/Solicitation.

1. A Request for Pricing (RFP) will be issued to at least 3 potential vendors. (In the case in which less than 3 vendors cannot be obtained, disclosure must be made on the Bid Recommendation.) The RFP shall contain the specifications, as well as the major terms and conditions applicable to the purchase.

2. A minimum of three suppliers are acceptable for verbal requests between $10,000.00 and $50,000.00, providing the Purchasing Department is familiar with the market and prices of the good/service in question. In the case of proprietary items, more than one price is often not possible and the Sole Source Procurement Policy, subsection 4.B.8, shall be followed.

3. The RFP shall be expedited in accordance with the following: (1) should be given as early in the process as practical; (2) shall state the scope of work; (3) deadline for response from vendor; (4) shall include contact information for any questions; (5) shall specify the form of bid response, such as sealed or unsealed; and (6) date and time of bid opening, if applicable.

4. All RFPs for goods & services with an estimated dollar amount of over $50,000 must be sealed.

5. All RFP walk through and pre-bid meetings are mandatory.

6. During an RFP walk through/meeting the scope of the work will be reviewed with potential bidders and the scope may need to be updated or improved to ensure work is handled with highest amount of integrity. The host of the walk through will be required to keep a sign in sheet to record who attended the event. Changes to the scope during the mandatory walk through/meeting will be summarized in an addendum, signed off by requisitioning department and sent out to bidders via the Purchasing Agent within 72 business hours.

7. Bidders having prior knowledge of RFP project specifications will not be disqualified from bidding on known RFP projects.

8. Sole Source Procurement is the purchase of materials, supplies, equipment, contracts or services which are reasonably available from only one vendor. Sole source procurement should be justified by conducting a market search that indicates a sole or exclusive vendor source for the purchase of for conditions of urgency of compelling reasons that warrant going to only one vendor. All sole source procurement request must have written justification from the requesting department. The Purchasing Department must approve the written justification being sufficient for sole source procurement.

Purchasing and contracting actions of the Tribe should be competitive whenever feasible and practical. However, when the following conditions arise, sole source procurement may be appropriate:

- When services, requirements, or product specifications can be met by only one vendor;
- When performance, terms of the Contract, or delivery dates can be met by only one source;
- When compatibility or standardization of existing goods or systems are necessary and in the best interests of the Tribe;
- When a continuous series of purchases from a single source over a period of time is advantageous, as demonstrated by cost-benefit analysis;
- When proposals have been solicited, but no responsive or responsible proposals have been received;
- When only one bidder or offeror responds to a solicitation issued to several sources; or
- When there is an emergency or public exigency which has occurred which does not permit the time needed to obtain bids.

Before an item is acquired through sole source procurement, a description of the item, the unit cost, the total cost, and justification for sole source procurement must be submitted to the Purchasing Department for authorization.

C. Bid Openings.

1. All sealed bids will be time and date stamped, but not opened and stored in a secure place until bid opening. A bidder may withdraw his/her bid at any time prior to the bid opening.

2. Bid openings are to be conducted by the Requesting and Purchasing Department. Vendors that submitted proposals are welcome to attend in person. Bid openings will only determine the apparent low bidder. Apparent low bidder is defined as the bidder with lowest submitted bid. Criteria to determine the actual bid accepted will include, but are not limited to the following: warranty, set-up/delivery costs, lead times, payment terms, production facilities, etc. The actual bid awarded will be determined as defined in subsequent sections.

3. Information contained in a particular bid shall be made public only as follows: (1) The Purchasing Department, in concurrence with the Requesting Department (who may rely on contracted professionals), shall determine what information shall be read aloud at the bid opening. No information whatsoever, including that information previously read aloud at a bid opening, shall be given out at any time after the bid opening. This section is intended to be read in the strictest sense and shall not be deviated from.

D. Amendments to Bids. After the bid opening, corrections to bids shall be permitted only if the vendor can show by clear and convincing evidence that a mistake, error, or omission of a non-judgmental character was made. The vendor must demonstrate the nature of the mistake and must demonstrate the bid price actually intended.

E. Acceptance or Rejection. The Purchasing Department shall have the right to reject any and/or all bids, to waive irregularities in bidding, and to accept bids which do not conform in every respect to the bidding requirements. Bids which are accepted in this manner must be reported to the requesting department via a Bid Recommendation with full disclosure as to the reasons of the decision. Any bids where it is determined that one party has an unfair advantage will be automatically rejected by the Purchasing Department, for not being a competitive solicitation.

F. Negotiations. In situations where negotiations are deemed necessary, negotiations will be conducted by the Executive and/or Director of the requesting department, with participation of the Purchasing Department Purchasing Department with the

vendors who have a reasonable chance of being selected for award based on evaluation against technical and price factors specified in the RFP. Negotiations will be conducted with representation from the Requesting Department.

The purpose of negotiations is to seek clarification with regard to deficiencies in both the technical and/or price aspects of their bid. This is to ensure full understanding of conformance to the requirements outlined in the scope of work.

G. Recommendation. After an evaluation of proposed revisions, if any, the Purchasing Department shall award the bid to the responsible vendor whose qualifications, price, and other factors, is the most advantageous to the Tribe. The Purchasing Department will prepare a Bid Recommendation, which may include, but is not limited to the following: (1) Name of Vendors solicited; (2) final price of product/service; (3) warranty information (if any); (4) details regarding the solicitation; (5) Vendor recommended; (6) applicable cost savings (defined as lowest bid vs. second lowest bid (if available); and (7) length of time that pricing is valid. All applicable information will be forwarded to the Requesting Department.

1. Concurrence. If the Requesting Department concurs with the recommendation made by the Purchasing Department, the appropriate individual that has been authorized to make the purchase will sign the recommendation and return to the Purchasing Department attached to a completed requisition. All payments will be processed through the Purchasing Department. The requesting Department is responsible for getting the Purchasing Agent a copy of the signed contract for their records.

2. Non-concurrence. If the Requesting Department does not concur with the recommendation made by the Purchasing Department, the Requesting Department has the sole obligation of obtaining written approval from one of the following; Tribal CEO, Tribal CFO, Enterprise CEO Health CEO, General Counsel, Casino CFO, or the Casino CEO.

   The written approval must be attached to the Bid Recommendation and returned to the Purchasing Department.

H. Background Checks. Background checks may be required for bidders and their staff who are awarded a tribal bid. Most grant funded projects and some tribal projects may require winning bidder to pass appropriate backgrounds checks through our Tribal Gaming Commission. The Tribal Gaming Commission will run the background checks and verify eligibility of winning bidder. These background checks will be paid for by the requisitioning department and/or awarded bidder. Background checks will be valid for 12 months. All background checks results will be considered confidential.

I. Challenge. A vendor may challenge a determination made under this Section. Within three (3) business days of date on notification of non-award letter, an aggrieved bidder may submit in writing a request for an informal hearing to challenge the determination of non-award. Any challenges received beyond the three (3) business days shall not be considered. All challenges shall be submitted to the Manager of Purchasing. The Manager will convene a committee consisting of a representative(s) of the Requesting Department and the Purchasing Department. If the parties assigned to this committee deem it necessary, they may invite any representative from another tribal department or program. In addition, they also may invite any individual who they feel may offer some guidance on a given issue. The Committee shall issue a written decision in the matter.

V. Actual Low Bidder.

A. General. The **actual** low bidder shall be the vendor submitting the lowest "real cost" bid. Real cost is determined by evaluation of unit cost, delivery/warehousing fees, set-up fees, rebates, warranties, etc.

B. Ability to provide. The Requesting Department and Purchasing Department, with assistance from other tribal departments, programs, or individuals as deemed necessary, shall determine whether the vendor is capable of providing the goods/services as described in the RFP and/or Scope of Service in a satisfactory manner.

C. Vendor Qualification. A prospective vendor shall submit, upon request, sufficient evidence that demonstrates the vendor has the technical, administrative, and financial capability to carry out the requirements of the RFP and/or Scope of Service, within the time and location requested.

VI. Native Preference.

A. Indian Economic Enterprise" means any business entity which is at least 51 percent owned by one or more members of a federally recognized Indian Tribe; and has one or more of the tribe members involved in the daily business management of the economic enterprise; and a majority of the earnings from said Economic Enterprise benefits said member or members.

B. Eligibility/Certification. The vendor claiming to be an Indian Economic Enterprise must have satisfied the requirements of eligibility/ certification. Eligibility would include proof that a member/vendor is an enrolled tribal member of a Federally Recognized Indian Tribe. Certification of eligibility

for Native Preference could include: Bureau of Indian Affairs Certification, Michigan Minority Business Development Council, Small Business Administration, and Certification of membership from another Tribe. Eligibility/Certification shall be submitted with the bid response**.**

C. Qualification Statement. A prospective vendor seeking to qualify for preference shall evidence showing extent of Native American ownership and interest. Evidence of structure, management and financing affecting the Native American character of the enterprise, including major subcontractors and purchase agreements; materials or equipment supply arrangement; and management salary or profit–sharing arrangements; and evidence showing the effect of these on the extent of Native American ownership and interest must be provided. A prospective vendor must submit evidence to demonstrate that the contractor has the technical, administrative, and financial capability to perform work of the size and type involved. The Indian Economic Enterprise must submit a letter as evidence of Native American ownership and control certifying that the enterprise will continue to meet requirements necessary to sustain Native American ownership and control throughout the period of service.

VII: <u>Contract Preference</u>.

A. General. All purchases covered under this policy shall be subject to the Native Preference found in Section VI. Any qualified vendor who qualifies as an Indian Economic Enterprise under Section VI shall be given a preference as found in the table below, if the Indian Economic Enterprise submits the lowest responsive bid, not exceeding the lowest bid submitted by any other responsible vendor by more than the percentage described below. (Preference percentages are applied to **actual** cost, not **apparent** cost.).

Total Actual Purchase Cost	Preference
less than $50,000	3%
At least $50,000 but less than $100,000	4%
At least $100,000 but less than $150,000	5%
At least $150,000 but less than $250,000	6%
Over $250,000.00	7%

B. Housing Authority. When the Requisitioning Department is Sault Tribe Housing Authority it shall comply only with the Department of Housing and Urban Development's Indian preference in contracting regulations.

VIII: Conflict of interest.

A. Purpose. To ensure governmental accountability and responsibility in government activities, Tribal officials and employees shall conduct all activities set forth pursuant to this policy accounting to standards of fairness and integrity while conducting business.

All Tribal officials and employees in purchasing and contracting activities must avoid conflicts of interest at all times. If any Tribal official or employee is deemed to be purchasing or contracting with a party in which a conflict of interest exists, it will be deemed a violation of personal policy, and that bid will be rejected by the Purchasing Policy. If a conflict of interest exists, a tribal official or employee should delegate all authority for that project to someone without a conflict.

B. Defined. No employee, officer, or agent ("Conflicted Party") of the Tribe shall participate directly, or indirectly in the selection of, in the award of, or administration of, ("Process") any purchase if a conflict of interest, real or apparent, would be found. Such a conflict would arise when a financial or other interest in a prospective vendor is held by: (1) a Conflicted Party that is directly involved in the Process; (2) a Conflicted Party's father, mother, son, daughter, brother, sister, paternal and maternal grandparents, husband, wife and/or significant other, which includes all in-law relationships mentioned above; (3) a Conflicted Party's business partner or business associate; and (4) any organization which employs, is negotiating to employ, or has an arrangement concerning prospective employment of a Conflicted Party of any party listed in (1) through (3) above. (See handbook for the tribal General Conduct, Conflict of Interest and Confidentiality Policies.)

C. Gratuities, Gifts and Kickbacks. Employees, officers, and agents of the Tribe shall not solicit or accept a gift, gratuity, favor, or any other item of monetary value from a contractor, potential contractor, or a party to a subcontract. Acceptance of any such gift, gratuity, or other item of value is deemed to create a conflict of interest within the intent of this policy. This does not include meals purchased as part of a business meal.

This does not prohibit the Tribe from receiving charitable donations or gifts, but ownership of any such gift shall vest in the Tribe itself, and not an Employee, officer, or agent of the Tribe.

Vendors or Suppliers who have or are seeking to obtain business with the Tribe may not offer, directly or indirectly, any gratuity, favor, gift, entertainment, loan, or anything of monetary value to any Employee.

Vendors or Suppliers who conduct activities that are regulated by the Tribe may not offer, directly or indirectly, any gratuity, favor, gift, entertainment, loan, or anything of monetary value to any Employees.

Employees shall avoid the appearance, or actual occurrence, of any favoritism or special treatment towards any vendor or agent having business or dealings of any kind with the Tribe.

Vendors or Suppliers shall not allow employees to use his or her position to secure any personal privileges for himself/herself or family members.

D. Collusion and Price Fixing. Collusion and Price fixing are two forms of abuse occurring most usually when sole sourcing is requested. When a sole source procurement is requested, the purchase is not put out for bid competition, and consequently, the Tribe is not obtaining a fair or better price for the purchase. One of the cornerstones of the procurement system is that procurement of goods or services be awarded, to the greatest extent possible, on the basis of full and open competition. Collusive bidding or price fixing undermines efforts to use competitive purchasing and contracting methods.

Collusion is an agreement, usually secretive, which occurs between two or more persons to limit open competition by deceiving, misleading, or defrauding others of their legal rights, or to obtain an objective forbidden by law typically by defrauding or gaining an unfair advantage. It is an agreement among firms to divide the market, set prices, or limit production and it can include wage fixing, kickbacks, or misrepresenting the independence of the relationship between the colluding parties. All acts affected by collusion are considered void.

Price fixing is an agreement between business competitors to sell the same product or service at the same price. In general, it is an agreement intended to ultimately push the price of a product as high as possible, leading to profits for all the sellers. Price fixing can also include any agreement to fix, peg, discount or stabilize prices. The principal feature is any agreement on price, whether expressed or implied. Price fixing requires a conspiracy between two or more sellers; the purpose is to coordinate pricing for the mutual benefit of the sellers at the expense of the buyers. All acts affected by price fixing are void.

If there is suspicion of price fixing, the Purchasing Department or the requesting department can request an inquiry be conducted, with the

assistance of the Legal Department, to determine whether or not there is price fixing occurring. If it is determined that price fixing is occurring, the Purchasing Department will have the authority to void the bid.

E. Affirmative Duty. A Conflicted Party has an affirmative duty to disclose any conflict of interest identified under this section. A prospective vendor has an affirmative duty to disclose any conflict of interest identified under this section if the prospective vendor should have reasonably known that such conflict existed.

F. Disclosure. Disclosure regarding any conflict of interest must be submitted in writing to the Purchasing Department, Requesting Department, or Board of Directors, whichever is reasonable. The department receiving the disclosure shall use its best efforts to ensure that the disclosure is provided to the proper department and/or persons.

IX: Emergency Purchases.

In the event of an emergency the Requesting Department, with concurrence of the Tribal CEO, Tribal CFO, Enterprise CEO, Health CEO, General Counsel, Casino CFO, or Casino CEO, which is to be obtained within a reasonable time frame, is authorized to make purchases of equipment, goods, and/or services which are deemed necessary to protect the public health, safety and welfare, as well as disaster recovery and business continuity, without complying with the purchasing requirements set forth in the guidelines. The purchase shall be limited to those supplies, services, and/or equipment necessary to meet the emergency.

A. This section encompasses all of the Sault Tribe and its entities including Sault Tribe Health during an epidemic, pandemic, or in the event of a catastrophic event. Sault Tribe Housing will only be included in this section if the funding source is from SLFRF (ARPA) Act granted by the Sault Tribe.

1. Tribal State of Emergency purchases will supersede section IV of the current policy and will require formal solicitations above $50,000.00.

a. Micro-Purchases may be used to procure goods and services with a value less than $10,000.00. Contract requirements shall not be artificially divided so as to constitute a Micro-Purchase under this section. The Sault Tribe Purchasing Department shall solicit price quotations by phone, letter, or other informal procedure. A Micro-Purchase award is generally based on price and fixed specification.

b. Small Purchase procedures may be used to procure goods and services with a value less than $50,000.00. The Sault Tribe Purchasing Department shall solicit price quotations by phone,

letter, or other informal procedure that allows participation by a reasonable number of competitive sources. The Sault Tribe Purchasing Department 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 of fewer than two sources is acceptable if the Sault Tribe Purchasing Department has attempted but has been unable to obtain a sufficient number of quotations. If only one quote is received, the CFO and/or Sault Tribe Legal Department can approve a sole quotation. Justification for and documentation of approval of the sole quotation must be maintained in the procurement file.

2. A State of Emergency shall be in effect upon a resolution issued from the Tribal Board of Directors.

X: <u>Disqualifications.</u>

A. Default. No bid shall be accepted from, or awarded to:

1. A vendor which is in default on any agreement with the Tribe.

2. A vendor which has previously demonstrated bad faith in dealing with the Tribe.

3. A vendor which has previously sold any product/service to the Tribe, and the result of that agreement was not to the Tribe's satisfaction.

4. A vendor who appears on the National Labor Departments debarred list.

B. Notice. If it is determined that a vendor is disqualified, a written determination of ineligibility will be prepared and included in the vendor file. The person or contractor will be notified of the reasons for this determination. The Legal Department shall draft and send a notice based upon information received from the Purchasing Department.

C. Challenge. A vendor may challenge a determination made under this Section. Within three (3) business days of notice being given; an aggrieved vendor may submit in writing a request for an informal hearing to challenge the determination of disqualification. Any challenges received beyond the three (3) days shall not be considered. All challenges shall be submitted to the Manager of Purchasing. The Manager will convene a committee consisting of a representative of the Requesting Department, the Purchasing Department,

and the Legal Department. If the parties assigned to this committee deem it necessary, they may invite any representative from another tribal department or program. In addition, they may also invite any individual who they feel may offer some guidance on a given issue. The Committee shall issue a written decision in the matter. A vendor may not challenge a determination by the Board of Directors to go against the recommendation of the Purchasing Department and tribal department or program.

D. Implementation. It shall be the responsibility of the Purchasing Department to investigate all proposed disqualification determinations under this Section. The Purchasing Department may use any means reasonable to discover and/or verify information relevant to a determination under this section. The Purchasing Department shall maintain a master list of entities disqualified under this Section.

E. Term. The term of disqualification under this Section shall be at least 3 months to 3 years. Upon expiration of the term the disqualified person or contractor shall be free to bid. However, upon receipt of a bid from a recently "un-disqualified" person or contractor, the Purchasing Department shall review the facts of the original disqualification and determine whether that person or contractor should be disqualified again or is allowed to bid. A notice indicating the Purchasing Department's finding shall be given in accordance with Subsection X.B. A vendor receiving such notice shall have the rights accorded it in Subsection X.C.

XI. Native American Arts & Crafts.

A. Statement of Policy. No items represented as or intended to be resold as Native American arts or crafts shall be purchased from any vendor unless the vendor and the item are in full compliance with the provisions of the Indian Arts and Crafts Act of 1990, PL 101-644, as amended.

B. Proof of compliance. Any vendor offering to sell or provide any items represented as or intended to be resold as Native American arts or crafts shall provide proof of compliance with the Indian Arts and Crafts Act of 1990. In the case of purchases from individual artists, the artist shall be required to provide a copy of an identification card or other official documentation establishing that the vendor is an enrolled member of a state or federally recognized tribe, a Canadian First Nation, or possesses a Certificate of Degree of Indian Blood from the Bureau of Indian Affairs. Any items in non-compliance under this section will be forwarded to the Legal Department.

C. Penalty. Any vendor claiming to produce work or products later determined to be in violation of the Indian Arts and Crafts Act of 1990 shall be prohibited

from providing products to the Tribe for no less than 1 calendar year from the date of that determination.

XII. Inclusions and Exclusions

12.1 Addendum A – Purchasing Guide Inclusions
Addendum B – Purchasing Guide Exclusions

Resolution No. 2008-201, September 30, 2008.
Resolution No. 2015-168, August 4, 2015.
Resolution No. 2015-225, October 6, 2015.
Resolution No. 2017-178, September 5, 2017.
Resolution No. 2018-101, May 1, 2018.
Resolution No. 2018-121, June 12, 2018.
Resolution No. 2020-34, January 21, 2020.
Resolution No. 2025-157, July 15, 2025

Purchasing Policy
Addendum A-Purchasing Guide Inclusions

When procurring any of the following categories of goods and services, the Purchasing Department must be utilized. A purchase order will be generated and the Purchasing Department will handle all payments. Deviation from the Purchasing Policy must have written pre-approval from Tribal CEO, Tribal CFO, Enterprise CEO, Health CEO, General Counsel, Casino CFO or Casino CEO . This includes, but is not limited to the following items:

Office Supplies and Equipment - Desks, chairs etc.

Housekeeping/Maintenance Supplies-Paper products, trash bags, air filters, parts/materials, cleaning supplies, linens - sheets, pillow cases, table cloth, etc.

Advertising/Signs - Meetings and bid notices, building signage, logos, etc.

Bid openings - ACFS Sanitation (wells & septic), Housing and Property Management (as requested)

Food - Office or Departmental use Restaurants, deli, childcare, Cultural events, equipment, etc.

Equipment - Office/building, Gaming tables, Lawnmower, tractor, treadmills, snow blowers, etc.

Appliances - Washers, dryers, refrigerators, ovens, microwaves, freezers, dishwashers, etc.

Postage - Stamps, posatage machines, agreements, leases, etc.

Cleaning services - Uniforms, buildings, bugs, linens, dry cleaning, etc.

Uniforms - Shirts, Pants, Shoes, etc.

Promotional Items - Mugs, key chains, sweatshirts, pens, etc.

Snowplowing & Removal - Salting, sanding and misc. labor, etc.

Vehicles, equipment and repairs - Vehicle purchase, service/repair of vehicles (e.g.,oil changes, tires, brakes, etc.)

Maintenance agreements - Fax machines, copiers, phones, computers, pest control, elevators, dishwashers, etc.

Supplies miscellaneous - Photos, batteries, decorations, flowers, crafts, books, etc.

Gift shop items - Jewelry, knickknacks, snacks, candles, pictures, souvenirs, etc

Printing - Brochures, flyers, mailers, coupons, tickets, letterhead, business cards, forms, etc.

Rentals - Tents, porta-johns, tables and chairs, equipment, etc.

Utilities - Natural Gas (included in Master Transportation Agreement), waste disposal (via Green for Life (GFL).

Addendum B-Purchasing Policy Exclusions

Tribal Golf Courses – Golf carts, lawn maintenance, clothing, beer/liquor

Life Safety Equipment – Upgrades and related services including repairs and/or emergency work, to existing Delta Controls, Fire Alarm and Sprinkler Systems, Hood Ansal systems, Generators, Door Security Systems, system codes and HVAC Systems are permitted to ensure compatibility with current infrastructure.

Supplies specific to operations only- Included medical/dental, pharmacy inventories, enterprise retail inventory (e.g.Midjim beer/wine/liquor/grocery for retail sale), pro shop inventories, law enforcement equipment and supplies, conservation equipment, supplies, etc.

Emergency purchases by Admin/BOD – For example flowers for funeral, etc.

Subcontractors - any bids submitted by Sault Tribe Construction, acting as a General Contractor will not require to be bid out if over $50,000.00.

Contracts/payments for Legal, Medical:Technical Natural Resources or Judicial Services including lawyers, legislative financial services, brokerage services, contractors, consultants, contract health services, lobbyists, etc.

Technology Equipment – All standard technology equipment including, keyboards, mice, speakers**,** cables, connectors etc.**,** copiers, fax machines, printers, computers, laptops, phones, system upgrades/updates, audio/visual equipment, surveillance systems, monitors, and cameras is managed through IT to ensure standardization within the Organization.

Training/Travel - Travel reimbursements to employees, clients, providers, etc.

Payments to clients/members - General assistance, heating, victim's assistance, funeral assistance, etc.

Memberships Dues - To professional organizations

Publications/Magazines - Medical journals, law books, etc.

Payments made on behalf of a client for goods or services – Federal Assistance Programs

Taxes - 2%, sponsorships

Donations (other than food)

Cultural- Drums, honorarium, Cultural teachings/training, and language instruction

Big Bear – Zamboni's, manufacturing ice plant, compressors and all operational expenses for the ice rinks..

Real Estate/Rental Payments

Gaming Lease Agreements

Customer Payments/Refunds

Election Committee Functions

Insurance Claims

Purchasing Policy
Addendum B – Purchasing Policy Exclusions

Utilities payments - Electric, water, propane, phone, cable and internet, and natural gas (excluding other accounts covered by the Master Transportation Agreement).

Contracts covered by GSA. (Government Services Administration)

Purchasing may assist in the bidding process for excluded items , such as legal/judicial services, Midjim retail inventory, or contractors when appropriate. Purchasing will also be involved when the consolidation of purchases results in cost savings for the product or service.