

**Sault Tribe  
401K and Retirement Plan Financial & Consulting  
Services  
Request for Proposal (RFP)  
Project # 24-013**



**BID OPENING LOCATION AND DATE:  
3:00 p.m. Local Time, May 2, 2024**

Purchasing Department  
2186 Shunk Road  
Sault Ste. Marie, MI 49783

Sault Tribe Purchasing Department  
2186 Shunk Road  
Sault Ste. Marie, MI 49783  
(906) 635-7035



**DATE: Friday March 1, 2024**

**TO:** 401K and Retirement Plan Financial Consultants (Brokers)

**RE:** Request for Proposal (RFP) Due **Thursday, May 2, 2024** to provide Consulting (broker) services for the Tribal 401K and Retirement Plans.

## RFP SYNOPSIS

Attached is a Request for Proposal (RFP) for Consulting Services for the Sault Ste. Marie Tribe of Chippewa Indians ("The Tribe") retirement plans.

- The Sault Tribe 401K and Retirement Plans Project # 24-013 RFP package will be available from the Sault Tribe Purchasing Department ("Purchasing Department") starting **March 1, 2024** upon request by email to [kreno@saulttribe.net](mailto:kreno@saulttribe.net). Bidders using Sault Tribe 401K and Retirement Plans Financial & Consulting Services Project # 24-013 RFP packages not obtained from the Sault Tribe Purchasing Department risk not receiving necessary addenda, eliminating their bid from consideration.
- Questions regarding Sault Tribe 401K and Retirement Plan Financial & Consulting Services Project # 24-013 RFP **must be emailed** to the Sault Tribe Purchasing Department to [kreno@saulttribe.net](mailto:kreno@saulttribe.net). The deadline for questions regarding the 401K and Retirement Plan Financial & Consulting Services on Project # 24-013 RFP is **April 1, 2024**. Responses will be sent electronically to all bidders by **April 15, 2024**.
- Sealed bid envelopes must be labeled with the words:

**SEALED BID ENCLOSED – SAULT TRIBE 401K AND RETIREMENT PLAN FINANCIAL & CONSULTING SERVICES  
PROJECT # 24-013**

- Sealed and labeled bid packages **must be mailed or delivered in person** to the address below:

**Sault Tribe Purchasing  
ATTN: Kara Reno  
2186 Shunk Rd  
Sault Ste. Marie, MI 49783**

Bid packages submitted by facsimile or email will not be considered.

- **Bids must be received** to the Sault Tribe Purchasing Department no later than **May 2, 2024**. Bids must be complete at time of submission prior to bidding deadline to be considered a responsive bid. Incomplete or late proposals will not be considered.
- **Public video recorded bid opening** will be conducted on **Thursday, May 2, 2024** in the Sault Tribe Purchasing Department, 2186 Shunk Road Street, Sault Ste. Marie, MI 49783.
- *The Sault Ste. Marie Tribe of Chippewa Indians reserves the right to accept and / or reject any or all bid proposals for any reason whatsoever it deems appropriate.* A bid shall constitute an irrevocable offer for a period of sixty (60) days from the bid opening date or until date of award, whichever is earlier. In the event that an award is not made by the Sault Tribe within sixty (60) days from the bid opening date, the bidder may withdraw the bid or provide a written extension of the bid.

## Project Introduction

*The Sault Ste. Marie Tribe of Chippewa Indians is a federally recognized Indian Tribe located in the Eastern Upper Peninsula of Michigan. It is the mission of the Purchasing Department to acquire goods and services for the Sault Ste. Marie Tribe of Chippewa Indians and its entities at the lowest possible cost consistent with the quality required. Service requirements, delivery schedules and payment terms play a crucial role in the decision of the vendor chosen.*

**Project Name:** Sault Tribe 401K and Retirement Plan Financial & Consulting Services Project

**Project Number:** 24-013

### 1.1 Requirements

In accordance with the terms and conditions of the Contract, the FIRMS shall perform the work of this Request for Proposal (RFP) for the Sault Ste. Marie Tribe of Chippewa Indians (The Tribe) as described below.

The Firm shall have valid and current licenses and certifications registered in the State of Michigan as needed to perform the work hereunder.

The FIRM shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the FIRM performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the FIRM shall assume responsibility for such Work and shall bear the costs attributable to correction. The most stringent of applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities shall apply and prevail.

#### 1.1.1 Insurance Requirements

- A. Insurance Requirements:** The following insurance requirements must be submitted to Sault Tribe prior to commencement of any work on the Minimum Scope of Insurance Coverage

Coverage shall include:

1. Commercial General Liability Insurance; to include Contractual Liability coverage.
2. Workers Compensation and Employer's Liability Insurance.
3. Professional Liability Insurance.
4. Automobile Liability Insurance.
5. Cyber Liability is needed if there is storage and transmittal of sensitive data.

- B. Minimum Limits of Insurance**

CONSULTANT shall maintain limits no less than:

1. General Liability: \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage; at least \$2,000,000.00 in the aggregate.
2. Worker's Compensation statutory limits and Employer's Liability: \$1,000,000.00 per accident for bodily injury or disease.
3. Professional Liability: \$1,000,000.00 per occurrence.
4. Automobile Liability: Must meet State of Michigan minimum requirements.

- C. Deductibles and Self-Insured Retentions**

1. Any deductibles or self-insured retentions must be declared to and approved by the

Tribe.

**D. Other Insurance Provisions**

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Sault Tribe, 523 Ashmun, Sault Ste. Marie, MI 49783, its agents, officers, officials, employees and volunteers are to be named as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONSULTANT; and with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance, or as a separate owner's policy.
2. For any claims related to this project, the CONSULTANT's insurance coverage shall be primary insurance as respects the Tribe, its agents, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Tribe, its agents, officers, officials, employees or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled or reduced by either party or modified in any way, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Tribe.

**E. Waiver of Subrogation**

The Workers' Compensation and General Liability policies are to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the Tribe, its agents, officers, officials, employees and volunteers for losses paid under the terms of the policy which arises from the work performed by the named insured for the Tribe.

**F. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A.

**G. Verification of Coverage**

CONSULTANT shall furnish the Tribe with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Tribe before work commences. The Tribe reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

**1.2 Location**

Sault Ste. Marie Tribe of Chippewa Indians, 523 Ashmun Street, Sault Ste. Marie, MI 49783

**1.3 Schedule**

Three-year engagement commencing January 1, 2025.

**1.4 Information**

**1.5.1 The Tribe's Points of Contact:**

Owner's Representative (OR): Sault Tribe Payroll Manager Shelley Shelleby

**1.5.2 Owner Address:**

Sault Ste. Marie Tribe of Chippewa Indians  
523 Ashmun Street  
Sault Ste. Marie, MI 49783

## **Project Requirements/Scope of Work**

### **2.0 SCOPE OF WORK**

#### **2.1 GENERAL**

##### **2.1.1 Overview of Scope of Work**

Introduce a new investment analysis and reporting capabilities for Tribe's future plan. To offer a quarterly investment report as well as a host of additional features that will provide new ways to analyze and reduce the amount of time dedicated to investment reviews. With access to the following:

- \* An executive summary to simplify investment review criteria
- \* Customized fund scoring based on your plan's investment review criteria
- \* Fund status updates based on your plan's investment review criteria and scoring
- \* Optional report sections that provide in-depth analytics to support decision making
- \* Market commentary and information on relevant topics for plan fiduciaries
- \* A comprehensive target date fund selection resource

##### **2.1.2 Role of Sault Tribe Accounting Department Technical Staff and Knowledge Transfer**

The Sault Tribe Financial & Accounting staff will be available to assist in granting access to the Tribe's Payroll System. Any assistance that is required from the Sault Tribe Financial & Accounting staff will need to be approved by the Tribe's Comptroller.

#### **2.2 FUNCTIONAL REQUIREMENTS**

##### **2.2.1 Quality Management**

Communication will be the key to these services. The Sault Tribe Financial & Accounting staff must be notified of progress and any issues/delays along the way.

##### **2.2.2 Change Management**

If there are any changes to the project that affects cost, deliverables, or downtime they will need to be approved in writing by the Sault Tribe CFO.

##### **2.2.3 Training**

The Sault Tribe Financial & Accounting staff will need to be advised and updated as to any technical guidance as it relates to the Tribe's Retirement Plans.

##### **2.2.4 Implementation**

The consultant will develop an implementation plan and update as needed; if the timeline changes it will need approval from the Sault Tribe Comptroller.

##### **2.2.5 Project Closeout**

The consultant will schedule and conduct quarterly meetings with the Financial & Accounting staff and 401K committee.

## Native Preference Policy

- Native Preference Policy: As per the Sault Ste. Marie Tribe of Chippewa Indians Purchasing Policy based on the Contract price and other factors, all proposals received for the project will be subject to the Native Preference Policy, as described below:
- “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.
- 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.
- Qualification Statement. A prospective vendor seeking to qualify for preference shall evidence showing extent of Indian ownership and interest. Evidence of structure, management and financing affecting the Indian character of the enterprise, including major SUBCONTRACTOR’S 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 Indian ownership and interest. Evidence to demonstrate that the FIRM 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 Indian ownership and control certifying that the enterprise will continue to meet requirements necessary to sustain Indian ownership and control throughout the period of service.
- General. All purchases covered under this policy shall be subject to the native preference. Any qualified vendor who qualifies as an Indian Economic Enterprise 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.

For consulting related projects over \$10,000:

<u>Contract or Sub-contract Value</u>	<u>Preference</u>
At least \$10,000 but less than \$25,000	3%
At least \$25,000 but less than \$50,000	3.5%
At least \$50,000 but less than \$100,000	4%
At least \$100,000 but less than \$150,000	4.5%
At least \$150,000 but less than \$250,000	5%

## Source of Funding, Contract, and Governing Law

- Source of Funding: The Project described in this RFP is to be funded through the Tribe's General Fund.
- Contract: Prior to any services being performed by the awarded FIRM, the Tribe and awarded FIRM shall enter into a separate signed agreement (the "Contract") which sets forth the obligations of the parties for the project. Such agreement will be a separate document, which will be negotiated and executed after bid has been awarded. Moreover, such agreement will include all provisions and requirements as set forth in this RFP; any provisions required pursuant to the funding for this project and any other required provisions agreed to between the parties or otherwise required to ensure the source of funds is utilized in accordance with applicable statutes, regulations, guidelines, and procedures.
- Governing Law: This RFP and/or any Agreement entered into between the Tribe and the awarded FIRM for services will be governed by the laws of the Sault Ste. Marie Tribe of Chippewa Indians. FIRM agrees that all disputes, actions and claims arising from said Agreement shall be subject to the exclusive jurisdiction of the Sault Ste. Marie Tribe of Chippewa Indians Tribal Court and FIRM consents to the personal jurisdiction of said Tribal Court. FIRM further consents to enforcement of any judgment of said Tribal Court in any state court of applicable jurisdiction.

## Initial Meeting

The following Project Requirement deliverables shall be submitted a minimum of one week prior to the Initial Meeting, as defined herein.

- Designation of FIRM's Project Supervisor
- Proposed Project Schedule

After Contract Award and prior to the start of services, the CONTRACT ADMINISTRATOR will arrange a meeting ("Initial Meeting") with the FIRM. The meeting agenda will include the following as a minimum:

- Correspondence procedures
- Roles and responsibilities
- Lines of Authority
- Progress Payments
- Submittal process
- Change Order Process and notifications (if necessary)
- Resolution to comments provided by the TRIBE on the Project Requirements.
- Project Schedule
  - **Note:** No portion of the work can begin until the Initial Meeting has taken place.
- Labor standards

## Progress Meetings

The FIRM shall participate in **Quarterly** telephone conference calls with the CONTRACT ADMINISTRATOR and Owners Representative. Agenda items are likely to include:

- Approval of minutes of previous meetings
- Submittal status
- Requests for Information (RFI's) and issues

## Instruction to Bidders

Bid Package Materials: Bidders must submit the items listed below in their bid package.

- Detailed description of the proposed consulting services, and SUBCONTRACTOR(s) names, if applicable
  - Native Preference Policy eligibility documentation, if applicable
  - Bid Form
- The Sault Tribe 401K and Retirement Plan Financial & Consulting Services Project # 24-013 RFP package will be available from the Sault Tribe Purchasing Department (“Purchasing Department”) starting **March 1, 2024** upon request by email to [kreno@saulttribe.net](mailto:kreno@saulttribe.net). Bidders using Sault Tribe 401K and Retirement Plan Financial & Consulting Services Project # 24-013 RFP packages not obtained from the Sault Tribe Purchasing Department risk not receiving necessary addenda, eliminating their bid from consideration.
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- **Should the FIRM be unable to meet the requirements the substantial completion dates set forth in this RFP, please respond immediately stating you will not bid the project.**



**Sault Tribe Purchasing Department**  
**Project # 24-013 401K and Retirement Plan Financial & Consulting Services**  
**BID FORM & PRICING BREAKDOWN**

**BID PACKAGE**

**FAX OR EMAIL PROPOSALS ARE NOT ACCEPTED**

**SUBMIT PROPOSAL  
FORM TO:**

**Sault Tribe Purchasing Department**  
Attn: Kara Reno Project # 24-013  
2186 Shunk Road  
Sault Ste. Marie, Michigan 49783  
**Bid Due Date: May 2, 2024**

**FROM:** (Company Name) \_\_\_\_\_ **DATE:** \_\_\_\_\_  
(Address) \_\_\_\_\_ **Ph#** \_\_\_\_\_  
(City/State/Zip) \_\_\_\_\_ **Fax#** \_\_\_\_\_  
License No.: \_\_\_\_\_

**Representative:** \_\_\_\_\_

**Sault Tribe Member:** Yes \_\_\_\_\_ No \_\_\_\_\_  
(Documentation must be provided if claiming Native status)\_\_\_

**PART 1 – PROPOSAL**

**PROPOSAL:** Having fully examined the Bid Documents the above-named Bidder proposes and agrees to furnish all materials requested for the following “BASE LUMP SUM BID” sum stated below.

**1.1 BASE LUMP SUM BID**

Proposed Lump Sum Bid including all Bid Documents enumerated in the Invitation to Bid shall be submitted as

words: \_\_\_\_\_

And, as in U. S. dollars: \$ \_\_\_\_\_

**Sault Tribe Purchasing Department**  
**Project # 24-013 401K and Retirement Plan Financial & Consulting Services**  
**BID FORM & PRICING BREAKDOWN**  
**(Continued)**

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**Part 2 – Break Down**

**Price**

**Year 1 -** \$ \_\_\_\_\_

**Phase 2 -** \$ \_\_\_\_\_

**Year 3 -** \$ \_\_\_\_\_

**Bidder shall review and execute the attached forms provided as part of these Schedules with the Proposal.**

**CONSULTANT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date