The Tulalip Tribes of Washington

REQUEST FOR PROPOSALS

QUALCO Anerobic Digestor Expansion

DESIGN SERVICES FOR COMPLETE MIX ANERAOBIC DIGESTOR EXPANSION AND INTEGRATION WITH EXISTING DIGESTOR OPERATIONS

August 27, 2026

TULALIP TRIBES OF WASHINGTON
&
QUALCO ENERGY CORPORATION

18117 203rd St SE, Monroe, WA 98272

Key Project Milestones

Milestone	Date
RFP Announced	Aug 27, 2026
Site Visit	Sept. 11th 2026
Deadline for Questions	Sept. 18, 2026
Proposals Due	Sept. 30, 2026 5PM PST
Award Announcement	Oct. 2, 2026
Estimated Contract Agreement	Oct. 19, 2026
Substantial Completion Target	Oct. 15, 2027

Detailed Project Description: The Tulalip Tribes will select a CONSULTANT to support the design, installation and commissioning of a 1-million-gallon complete mix anerobic digestor expansion project designed to increase the capacity of the existing plug-flow digestor located at 18117 203rd ST SE, Monroe WA. 98272.

The basis of this design solicitation seeks support for:

- **Digester Tank:** Expanding existing digestor operations with a complete mix digester tank (bolted glass-fused-to-steel or concrete) insulated for mesophilic operation (~100°F/38°C) capable of holding between 900,000 and 1.5 Million gallons of slurry.
- **Mixing System:** High-efficiency mechanical, hydraulic, or gas-mixing systems designed for high-solids dairy and food waste slurries.
- **Heating System:** Integration with existing or new heat exchangers utilizing waste heat from the facility's combined heat and power (CHP) units.
- **Biogas Handling:** Dual-membrane gas holder roof or dedicated gas storage, including moisture removal, H2S scrubbing integration, and safety valves. Optional integration of RNG production in near future.
- **Feedstock Integration:** New influent pumping stations, grit removal, and integration into the existing waste receiving pits and effluent separation systems. One location originating from an adjoining operation located within 1.5 miles of the receiving digestor.
- **Controls & SCADA:** Integration of the new digester into the existing centralized plant SCADA system for automated monitoring, safety alerts, and data logging.

Tulalip Tribes Project Manager:
Steve Hinton, Project Manager-Energy & Sustainability, The Tulalip Tribes of WA
6406 Marine Drive, Tulalip, WA 98271
shinton@tulaliptribes-nsn.gov
360-743-1727

CONSULTANT Qualification Requirements:

i. Licensed Engineer in the State of Washington. Provide license number.
ii. CONSULTANT shall have staff assigned to this project with active PE Licenses
iii. Insured — $1,000,000 per occurrence, $2,000,000 aggregate.

Proposal Requirements:

- Only firms that have submitted a proposal by the deadline on the milestones table will be considered responsive bidders.
- This project is funded in part through a Washington State Department of Commerce Grant Program. Compliance with grant requirements is required and is detailed in **Exhibit B** of this solicitation.

Technical Approach & Concept Design
- Preliminary process flow diagrams (PFDs) and site layout.

- Description of chosen mixing, heating, and tank technologies.
- List of recommended major equipment manufacturers.

Qualifications & Experience

- Evidence of successful completion of at least three (3) complete mix anaerobic digesters of 500,000 gallons or larger.
- Resumes of key personnel, including the Project Manager, Lead Process Engineer, and other supporting staff.

Project Schedule

- A detailed Gantt chart showcasing milestones for engineering, permitting, procurement, construction, commissioning, and final closeout occurring before September 30, 2027

The CONSULTANT will be responsible for evaluating and documenting the facilities, electrical systems, and capacity in a formal Design document, subject to Owner review.

- The CONSULTANT must document existing conditions. The Tribes will endeavor to provide as much information as possible about the existing electrical and mechanical systems, but the available information ***is limited and not guaranteed to be accurate. The Selected CONSULTANT is expected to fully evaluate the existing electrical and mechanical systems and verify all necessary components, capacities, and capabilities of the facilities.***

Contract Structure

The successful CONSULTANT acknowledges and agrees that the specifications, terms, conditions, and contract provided in this RFP as **Exhibit C** will govern the contract awarded, unless the proposer explicitly states alternative terms or conditions, either in whole or by reference, that they wish the Owner to consider. Any alternate terms or conditions will be regarded as variances and may result in the rejection of the proposal if deemed material. **Any such alternate terms or conditions must be attached to the proposal for review by the TRIBES & QUALCO Energy**

Refer to the included contract and exhibits for additional information and project requirements.

2. SCHEDULE

See the Project Milestone Schedule on the RFP Cover sheet. The awarded CONSULTANT shall work with the TRIBES Project Manager to develop a mutually acceptable work schedule for completion of each and all of the CONSULTANT'S responsibilities under this contract during the term; provided that a Basis of Design Memorandum is completed No Later than **December 31st, 2026,** and all other support services to be performed hereunder shall be completed by no later than **September 30th, 2027**.

3. SITE VISIT

An optional site visit is scheduled for September 11th at 10:00 AM PST. Any special requests for a site visit outside of this date must be requested in writing and coordinated with the RFP Point of Contact and Tulalip Tribes.

4. SUBMITTAL REQUIREMENTS

The following scoring matrix will be used to evaluate the proposals received. The proposal is to be organized to align with the categories below, and only information specific to the project will be reviewed.

Section	Descriptio n	Page Limit	Evaluation Points
1.	Cover Letter	1	0
2.	Qualifications/expertise of the proposed Consultant team: • Experience in design, procurement, and installation of Anerobic Digestor projects. • Tribal work experience. • Joint working experience of the proposed consultant team, if applicable	4	20
3.	Qualifications of proposed staff: • Experience with Anerobic Digestor systems • Tribal work experience. • Identification of proposed staff with an organizational chart identifying lines of authority and communication.	4	10
4.	Native American Owned Business (NAOB) status and/or utilization of NAOB's for the project: • NAOB status of the proposing team. • Efforts to include NAOB or Tulalip Tribal businesses in the project.	1	10
5.	Proposed project approach: • Structure of the Consultants' project management team and interface with the TRIBES. • Conformance with the requirements of the RFP, • Schedule, provide a general schedule of design, time frames for TRIBES approval of design, and the proposed system. (A detailed schedule will be required of the awarded team)	3	20
6.	Proposer's needs from the Tulalip Tribes & Qualco Energy (Identify portions of the scope to be performed by others, including expectations for Tribal or Qualco Staff. Include a discussion of required subcontractors. Less 3rd party support will result in a higher score.)	1	20
7.	A cost proposal based upon the Scope of Work items and certified by signature as being valid for at least 90 days is required: • Provide a T&M cost estimate. Include schedules detailing all personnel billing rates and other anticipated costs for additional services if needed.	5	20

Proposals must be submitted electronically via email to the RFP Point of Contact listed in the introduction, no later than the **date shown on the milestone schedule.**

The receiving computer's clock will determine the official time. **Hard copy proposals and faxed submissions will not be accepted**.

If the file size exceeds 15 MB, please get in touch with the project manager for alternative submission options. It is the proposer's responsibility to ensure that the electronic submission is received by the deadline.

For questions about the electronic submittal process, contact the RFP Point of Contact.

5. INTERVIEW

After reviewing the submissions, the selection committee may elect to conduct interviews with a short list of proposers.

6. FINAL SELECTION

The Tulalip Tribes of Washington will select the proposer that best meets their needs and the specified criteria, based on the evaluation of submitted proposals and, if necessary, interviews. The final selection must be approved by, and is at the sole discretion of, the Tulalip Tribes' Board of Directors. The Tribes reserve the right to choose any responsive and responsible proposer at their discretion.

7. ADDITIONAL SERVICES

The Tulalip Tribes reserves the right to request additional services from the selected consultant. **Fees and rates for extra services are to be included in the fee section of the proposal.**

8. EXHIBITS

The following exhibits are incorporated in the RFP

A. – Awarded Grant Proposal
B. – Washington State Department of Commerce Grant Program Award Document
C. – Standard Tulalip Tribes Independent Contractor Agreement

25-27 Biennium
Anaerobic Dairy Digester Program
RFA No. Dairy Digester 2025
Application

Guidelines:

- Refer to the RFA Section 1.7 DEFINITIONS for clarification on terminology.
- Do not alter margins, font sizes, or remove any original instruction or text from the document.
- Do not include hyperlinks unless instructed to do so in the specific question.
- Responses may include embedded visual images or graphs.
- Zipped files cannot be received by COMMERCE and cannot be used for submission of the application. **Unzipped files exceeding 35 MB may be rejected by the server**.
- **The page limit for Part B, Part C and Part D combined is 15 pages. Font size should be Arial 10 pt. Pages submitted beyond 15 pages will not be reviewed.**
- **Proprietary Information:** Any information in the Application that the Applicant desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW, or other state or federal law that provides for the nondisclosure of your document, must be clearly designated. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words "Proprietary Information", highlighted in yellow, printed on the lower right-hand corner of the page. See RFA Section 2.7 PROPRIETARY INFORMATION for more detail.
- Any violation of these guidelines may result in disqualification, depending on the severity of the infraction, at COMMERCE'S discretion.

Directions

1. Save the document with this file name structure:
   - <Name of Submitting Entity>_DairyDigester2025_Application
2. Please complete the application below. Cells will expand to accommodate longer responses. MANDATORY questions must be completed. If the question isn't applicable, please write "N/A".
   - Questions regarding the application process may be emailed to epicgrants@commerce.wa.gov
3. Complete all application attachment requirements listed in the Exhibits/Attachments list (Part E). The attachments requiring a signature must be signed by someone who can legally bind the Applicant to a contractual relationship.
4. Proposals must be written in English and submitted electronically via email to the RFA coordinator in the order noted below:
   - Application
   - Certifications and Assurances (Mandatory, Not Scored)
   - Diverse Business Inclusion Plan (Mandatory, Not Scored)
   - Workers Rights Certification (Mandatory, Scored)
   - Assurances or Documentation of Secured Match (Optional, Scored)
   - Memorandum of Understanding (Optional, Scored)
   - Budget Sheet (Mandatory, Scored)
   - Community Input (Optional, Scored)
   - Certification from Washington State Office of Minority and Women's Business Enterprises (OMWBE) (Optional, Not Scored)
   - Dairy Digester Benefits Calculator Excel Tool (Mandatory, Scored)
5. After saving the document(s), attach them to one email and send them to epicgrants@commerce.wa.gov. Use the subject line:
   - < Name of Organization >_DairyDigester2025_ APP_PKG

The Application Package must be received by 5:00 PM (PST) on December 10, 2025. Applicants who submit the application after the deadline will be disqualified.

COMMERCE reserves the right to adjust timelines to ensure an equitable application review process. Commerce is under no obligation to pay for any costs associated with the preparation or submission of applications

DAIRY DIGESTER 2025 APPLICATION	
Items marked "Mandatory" must be included as part of the application for it to be considered responsive. Applications with incomplete answers to MANDATORY sections may be disqualified.	
Part A: Applicant Information (MANDATORY)	
Application Title	Qualco Energy Digester Expansion
Full Legal Name of Organization	The Tulalip Tribes of Washington
Supporting Applicant(s) (as applicable)	Qualco Energy, Werkhoven Dairy
Primary Contact Person for this Application	
Name and Title	Daryl Williams, Qualco President
Phone	425-760-3156
Email	darylwilliams@tulaliptribes-nsn.gov
Additional Contacts (please provide names, emails, and phones)	Steve Hinton, Conservation Scientist, Tulalip Tribes 360-743-1727 shinton@tulaliptribes-nsn.gov; Jon Van Nieuwenhuyson; 425-760-8163
Grant Amount Requested	$4,650,000
Total Project Cost	$5,500,000
Match Commitment Provided	$850,000
Project Type (check). *Please refer to RFA SECTION 1.3 MINIMUM QUALIFICATIONS.* *1) A new installation of an energy-generating digester,* *2) A new covered lagoon (cover and flare),* *3) Repair of an existing digester, or* *4) Upgrades to an existing digester*	☒ Type 1 ☐ Type 2 ☐ Type 3 ☒ Type 4
Bonus Points (Mandatory, Scored)	
Previous COMMERCE Awardee (MANDATORY, SCORED) Have you previously received a COMMERCE grant since January 1, 2020? If Yes and/or Unsure (See Part C, Question 8: BACKGROUND) to submit additional details around previously awarded grants. Applicants who have not received an award related to your project from COMMERCE will receive 10 bonus points.	☒ Yes, I have previously received a COMMERCE grant ☐ No, I have never received a COMMERCE grant ☐ Unsure, I don't know if I have ever received a COMMERCE grant

Part B: Equity, Partnerships and Benefits (MANDATORY, SCORED) (30%) If the question is not applicable, please write "N/A". The page limit for Part B, Part C, and Part D combined is 15 pages	
Project Title (MANDATORY)	Qualco Energy Digestor Expansion

1. PARTNERSHIPS NARRATIVE (MANDATORY, SCORED) (15 points)

- Partnerships can be foundational to the success of a project. COMMERCE is interested in many types of partnerships that including partnerships with tribes and overburdened communities. Describe how your project establishes or furthers a partnership, includes co-development with partners or communities, or ensures a formal advisory role for representatives from overburdened communities and/or tribes. Please use the Overburdened Communities of Washington State map to identify whether your partnership will include representatives from Overburdened Communities, Vulnerable Populations, and/or tribes. Tribal applicants may opt out of this question or write N/A.
- You may also describe partnerships with, but not limited to: farms, local governments, and/or state or federal agencies.
- Describe the nature of your partnership including roles and responsibilities for each partner. If partners are being compensated for their work, please describe the compensation. (Note: Contractors being fully compensated via subcontracts for their work will not be considered partners for the purposes of this section)
- How long has the partnership been in place?
- Please attach an optional Memorandum of Understanding (MOU)/partnership letter for each partnership. The MOU(s) should describe the partner's role in the project and any agree-upon compensation. MOUs will result in increased points for this section, will also be used in question 4 and will receive more points that Letters of Support. Note that MOU/partnership letters are different from letters of support. Letters of support will be used to evaluate question 4 but not question 1.

COMMERCE reserves the right to contact the partner/writer of each Partnership letter/Memorandum of Understanding to ensure they had the opportunity to review and approve the completed application before it was submitted. If the partner did not review and approve the application before applying, this section may be reduced to zero points.

The Tulalip Tribes owns the existing Digester project and contracts with Qualco Energy to oversee its management. The Werkhoven Dairy manages the day-to-day operations under an agreement with Qualco Energy. Qualco Energy is a non-profit organization that is a three-way partnership between the Tulalip Tribes, Northwest Chinook Recovery, and the Werkhoven Dairy. Northwest Chinook Recovery is a nonprofit organization dedicated to protecting and restoring Northwest Chinook Salmon populations. The Werkhoven Dairy is one of the largest commercial dairy operations in Snohomish County, Washington, and supplies cow manure for the digester operations. They also use the digester's digestate to irrigate their fields for growing feed crops. Werkhoven Dairy also runs the day-to-day operations of Qualco and is the steward for all the land and waterways connected to the project. Qualco Energy also contracts with the Public Utility District No. 1 of Snohomish County (Snohomish PUD, or "SnoPUD") for the sale of electricity created using the methane gas collected from project operations. The electricity the project produces, powered by methane, is considered an eligible renewable resource under Washington state's Energy Independence Act (EIA). The EIA established an increasing amount of renewables to be used to serve the utility's retail customers. SnoPUD has purchased the output from the project's 450-kilowatt generator since 2014 under a long-term contract. In 2021, the original generator was upgraded to 675 kW, and SnoPUD assumed operation and maintenance under a new agreement. It applies the renewable energy and associated environmental attributes towards the utility's annual renewables target under the EIA. The PUD and Qualco have recently been exploring how to expand project operations and derive mutual benefit. Qualco Energy has also been an integral and exemplary project for the Snohomish Basin Sustainable Land Strategy. The Tulalip Tribes and the Werkhoven family set out on this joint venture with the goal of demonstrating what is possible through collaboration between communities connected to the land. After almost two decades, we are proud to present this proposal as a demonstration of success. With the lessons and successes of our experience, we are proud to expand this endeavor, building on our success together and continuing to serve as an

	example of what is possible. The support of the State and other stakeholders, such as the SLS, in this endeavor has been crucial and will help us reach the next level of success with continued support for the project.
2.	**JOB CREATION AND WORKFORCE DEVELOPMENT (MANDATORY, SCORED) (5 points)** • Summarize how your project will create new economic development and job opportunities during and after the project. Describe whether these opportunities will benefit vulnerable populations, overburdened communities, and/or tribes. • Share the number of indirect or direct jobs, from full-time permanent positions to temporary positions in the construction trades, as well as internships, and apprenticeship opportunities. If you list job creation, be specific about the type and duration of the opportunity. Please share your methodology and if possible, estimate the wages and benefits for each opportunity including, but not limited to, paid sick or family leave, health care insurance, or education opportunities, etc. Specify if the jobs will be created and retained in Washington. • What actions are you taking to hire, invest in, train, and retain staff at all levels that are reflective of the population(s) you serve and/or overburdened communities, vulnerable populations, and tribes? • Please describe projected job opportunities once the project is operational.
	The Werkhoven Dairy currently employs 26 FTE in addition to the family members who all participate in the operation of the Dairy. While this project expansion does not currently propose adding NEW employees at the Dairy, it supports the maintenance of those direct on-farm jobs by improving the efficiency and effectiveness of existing operations. Qualco provides a responsible nutrient-recycling alternative to disposal for 100s of local companies required to divert BOD from wastewater treatment systems. The nutrient cycle touches more than just the people directly running Qualco. The large companies that utilize and depend on Qualco Energy's nutrient recycling program are prevalent in the community, and all provide food for 1000's of residents. As a part of this project, there will be a small army of trade workers needed to complete the expansion. Over the years, Qualco has poured its own concrete, demolished buildings, and repaired plumbing/electrical systems, but this expansion will require 50-100 tradesmen, engineers, architects, excavators, equipment operators, truck drivers, and finance managers to complete. And as a part of our commitment to building community, we envision local plumbing suppliers, parts warehouses, electrical suppliers, concrete plants, and metal suppliers will all benefit from our dedication to the local economy during construction. In addition to supporting existing jobs, the expansion will create opportunities for local businesses that support it and its ongoing maintenance. The two dairies associated have a $15-20 million annual impact on local business and employees to support wages, O/M costs, milk sales, and feed costs associated with cattle. 90-95% of the farm revenue gets reinvested back into the local economy to keep the farm running.
3.	**COMMUNITY AND TRIBAL BENEFITS (MANDATORY, SCORED) (10 points)** • Explain the direct and meaningful benefits this project will bring, and which communities will be affected. COMMERCE will be reviewing all applications using the Overburdened Communities of Washington State map to determine if the project is located in a place that will serve overburdened communities or vulnerable populations. If your project is in the planning phase and does not have a physical address, or if the map does not fully capture the communities your project will benefit, provide additional context here. • For all Applicants, include specific and relevant examples of how the project will benefit vulnerable populations, overburdened communities, and/or tribes. Please be specific about the benefits to end users (reducing energy burden, increasing resilience or access to clean energy, reducing social and health burdens, increasing tribal sovereignty, etc.) Please identify any other end users or benefits once the project is operational. • Describe benefits identified via community engagement or tribal consultation (reducing energy burden, increasing resilience or access to clean energy, reducing social and health burdens, increasing tribal sovereignty, etc.). Please also describe how your project will reduce environmental harm or minimize negative health impacts. • *Note that in order to receive full points for this section, Applicants will need to center the needs of overburdened communities, tribes, and vulnerable populations.*
	As a non-profit organization, Qualco Energy has been more public than most digester operations. Qualco

	has been providing tours of the operations to almost everyone who has asked for one, including agricultural organizations, environmental organizations, colleges and universities, and renewable energy organizations. We have spoken at conferences to describe how our project works and its benefits, and we have been covered by the press numerous times. Even Bank of America used the project in one of their local TV commercials. Bank of America managed our Clean Renewable Energy Bond, which is used to help build our current project. This bond has since been retired in December 2022. One of Tulalip's and Qualco's goals is to encourage other organizations to develop similar projects wherever it makes sense. We have even provided tours for people from different states and other countries. Anaerobic digestion remains one of the most effective methods for managing cow manure and food waste. We can show that facilities near high-population centers make economic and environmental sense for anaerobic digestion. Facilities should be located near food-waste sources to minimize transportation costs. Qualco receives food waste from facilities up to 60 miles away.
4.	**COMMUNITY AND TRIBAL ENGAGEMENT (MANDATORY, SCORED) (10 points)** • Summarize how community engagement or tribal consultation will be used to identify community end-user needs and benefits in Part B, Question 3, or the project as a whole. Distinguish between engagement and consultation before the opening of this solicitation and efforts that may be ongoing or planned. • How will you continue to engage with communities and consult with tribes throughout the project and share the results of your project after it is complete? • Describe engagement methods including, but not limited to, tribal consultation, paper-based and online surveys, email campaigns, in-person or virtual meetings, interactive workshops, community forums, citizen advisory committees, etc. Be specific about how many invitations you sent out and participation rates, how many meetings and/or interviews you conducted, and over what period. If you did engagement and outreach, describe what steps you took to increase accessibility and reduce barriers to participation. These may include but are not limited to, offering meals, providing translation or interpretation options for non-English speakers, holding meeting near public transportation, or providing access to childcare. **Optional (**See Part E: Community Input**):** share evidence of community input in an attached document, including but not limited to letters of support, summaries of public comments, social media comments, interview summaries, etc. You may refer to the Department of Commerce Environmental Justice Community Engagement Plan (wa.gov) for resources and guidelines around planning your engagement and consultation efforts.
	The Tulalip Tribes owns this digester facility and contracts with Qualco Energy to management. Qualco is a partnership with each partner having two board members, with Tulalip being one of the partners. The Tulalip Tribes' representatives also work for the Tribes' Natural and Cultural Resources department and are working with other department staff members concerning this application. Tulalip is also a co-chair for the Snohomish County Sustainable Lands Strategy, which submitted a support letter for this application. The Sustainable Lands Strategy is comprised of representatives from Snohomish County, Tulalip and Stillaguamish Tribes, state and federal agencies, and agricultural and environmental stakeholders to improve coordination and generate progress for fish, farm, and flood management interests. The program works on a consensus basis, so they would not have submitted a support letter with the agreement of all the involved parties. One of the farmer representatives is also the chairperson for the Snohomish Farm Bureau, so she can help spread the word about what we are doing to other area farmers. With all of the press we have had over the years, we would expect our local newspapers to print articles about our expansion work, and we will submit an article for our tribal newspaper, which is sent out to all Tulalip Tribal members. Qualco will continue to provide tours for any group or organization that asks for one. Over the years, we have provided tours for thousands of people, and they have all provided positive comments about our facility. A few of the people who have technical skills in anaerobic digestion have helped us to make some minor tweaks to improve the system.

5.	**EMISSIONS AND WASTE REDUCTIONS (MANDATORY, SCORED) (20 points)** Describe how your project will reduce emissions and waste for vulnerable populations, overburdened communities and/or tribes, and the broader population in the state. Describe any projected reductions in GHG emissions, local pollution, or local health disparities. As part of this section, include an Excel copy of the CARB DDRDP Tool (modified for Washington) and describe any assumptions made. Provide baseline GHG emissions compared to project GHG emissions. It will also be critically important to quantify the amount of untreated effluent that will be reduced via this project. If applicable, describe how the project will minimize roadwork and traffic resulting from dairy digester construction and operation. Provide a written explanation and supporting documentation of additional co-benefits provided by the project (as applicable). Co-benefits that can potentially increase the project ranking include, but are not limited to: water conservation, surface and groundwater improvements, water storage, nutrient management and removal, odor reduction, development of value-added products such as fertilizers or animal bedding, waste heat utilization, documented local use of biogas as transportation fuel, and clustering of projects. Also, describe how the project will provide water quality protection beyond permit requirements (e.g., the dairy's plan for use or disposal of the digestate and management of residual materials from pre- and post-digestion processes), and how the project will impact the dairy's manure storage capacity or overall goals for manure storage and nutrient balance management.
	The primary goal of Qualco's additional digester project is to capture methane and heat-treat manure from the 900 cows at Peoples Creek dairy. This dairy was defunct and was revived by Werkhoven Dairy, preserving an additional 350 acres of farmland. It was one of the original farms intended to supply Qualco with manure in 2008, but it never materialized. It currently has no systems to reduce methane emissions, aside from primary manure separation. The raw manure solids are composted, but the pathogen kill and nitrogen mineralization in digesters have significant value for nutrient management, especially in floodplains. Qualco is currently limited to treating 86k gallons of effluent daily to maintain the retention time required for pathogen kill. The proposed one-million-gallon digester would increase the daily limit to 144k gallons. This would increase retention time, heat-treat, and capture methane from all dairy animals at Werkhoven Dairy and Peoples Creek Dairy, and open another 20,000 gallons of pre-consumer food-waste recycling capacity for local companies. The primary separation replacement will be serving multiple needs. First, the current system's water usage to prevent struvite buildup is consuming valuable effluent storage capacity. Currently, there are water-washing spray bars that run 24 hours per day; these will be replaced with new Boerger press technology. This equipment upgrade will deliver 2.5 million gallons of annual water conservation. Also, the current separator is undersized for the required GPM. Presently, we throttle the flows with a valve, increasing separation processing hours by 10 hours daily. The Boerger press would process in real time and reduce the electrical usage for those 10 hours. The digestate fiber is used as bedding in one freestall barn for dry cows at the digester site. It is too wet, and additional dry kiln sawdust must be purchased and imported to support proper bedding for the cows. The digester does a great job of pathogen reduction in the bedding, but the separators cannot dry it sufficiently due to plugged screens caused by struvite. The Boeger press has been successfully integrated at other digesters in Lynden, Sunnyside, and Tillamook. The bedding dry matter is excellent and a vast improvement over what we can do today. The centrifuge proposal addresses Qualco's need to reduce phosphorus in the digestate effluent. We believe and preach constantly that farmers and farm fields are a key piece of the puzzle to nutrient recycling, but we strive to create products that can return those nutrients to where they were generated from. The compost is 100% exported to topsoil companies for use as a source of nutrients and organic matter. Local nurseries, landscapers, and neighbors continue to request nutritious organic matter for their depleted soils, with great success. We are nitrogen-deficient and phosphorus-rich in the crop-growing world. The farm operation continues to rotate crops, cover crops, and utilize high-sugar/high-production grasses to utilize nutrients agronomically. Sludge buildup in lagoons creates a significant burden for effluent storage and nutrient management. Much of the phosphorus and potassium becomes difficult to access and use when it settles at the bottom of storage lagoons. Using a centrifuge before storage would enable access to otherwise untapped nutrients, thereby fortifying the exported digestate fiber. Effluent storage would be reserved for greenwater only, with no need for sludge agitation or dredging. The nitrogen-to-phosphorus ratio would align realistically with crop uptake, and removing 50-80% of the phosphorus would keep the farms' Dairy Nutrient Management Plan (DNMP) ahead of future regulations. Making these changes before regulation is imperative for the farms and Qualco to prove it works.

Part C: Technical Proposal and Budget (MANDATORY, SCORED) (55%) The page limit for Part B, Part C, and Part D combined is 15 pages	
6.	**PROJECT OVERVIEW (MANDATORY, SCORED) (15 points)** This section should outline the project from current state through to its proposed final state. Provide an overview of the project including a sequential description of all key unit operations. This should include the type of digester technology and cover type (e.g. plug flow, membrane cover, etc.) to be used. It should also include any additional equipment (feed pumps, digestate pumps, methane scrubbing system, heat exchangers, food waste receiving [if applicable], odor control, mixing or storing tanks, sampling equipment, etc.) being provided as part of the complete digester project. Please also describe any supporting technologies that will be installed (e.g. sulfur control, biogas cleaning, etc.). Please also describe all planned project inputs (e.g. manure, source and type of other organics if relevant) and outputs (e.g. electricity, biogas, other). It should also include the location of the proposed facility, site control, operations and maintenance plans, and how economic and operational sustainability of the project will be ensured. If the digester will be accepting feedstocks from off-site, include a description of the feedstock commitment. If bringing a non-functional digester back into operation, please provide additional details including but not limited to funding source(s), reason(s) for non-function, and current method of methane management. If building a new digester, please describe current (pre-project) method of methane management. Provide also a description of anticipated FTEs required to operate and maintain the digester and gas handling system, receive and manage outside feedstocks, handle digestate products, etc. Provide operations and maintenance contracts or identify the operations and maintenance staff and describe the long-term O&M plan for this project.
	Qualco has 17 years of successful digester management, operation, and growth. The existing system has been through years of successful operation and after this long history of operation and experience we recognize the value of the system benefiting from a complete mix digester on the front side to improve heating stability and microbial production. A well sized substrate and manure reception pit already exists and would be shared between the two digesters. While the plug-flow digester has a more complex system for agitation, generation, and heating, it was rebuilt and reengineered and is producing the highest-quality biogas and digestate to date. We intend to apply what has been learned and proven to make the additional digester simple to manage and redundant in operation. Starting with the tank and design, the digester will be able to operate independently of the existing plug flow and also in series. If a digester needs maintenance, electrical generation continues. It will use 60-70 cfm of biogas to run its own boiler for heating and can also contribute additional fuel to the existing 675 kW genset operated by Snohomish County PUD. We like our concrete digester's sturdiness, so we are leaning towards a solid structure roof with interior protection, as we did with our lid in 2022. Polyurethane now protects the concrete in the gas zone. Four mixing pumps are agitating the complete mix tank in series, with external nozzle plumbing. Gas will be plumbed into a modest powerhouse/control center that will chill the gas and condense the water vapor to dry it. The filtration and gas pressure-boosting pump will feed a hot-water boiler that will heat the digester to 100 degrees, using external heat exchangers rather than internal ones, as in the current plug-flow system. Post digesters, primary separation will be a Boeger press that handles the hourly flow rates in real time. The Boeger makes dry fiber, captures more nutrients, and macerates any foreign material that would plug pumps or screens. All equipment is readied with protection that notifies the operator of the current condition and faults at all times. Effluent from the Boerger flows to collection pits using gravity and then gets processed by the centrifuge, which removes 15% more organic N and 50-60% organic P. At People's Creek Dairy, the existing and new sand-and-manure separation systems would be repositioned into new pits, enabling a smaller-flush footprint rather than using the lagoon. Three small pits would capture sand, thicken manure for digester export using the existing 1.5-mile digester send line, and flush the barns multiple times with recycled greenwater. The same would happen at Werkhoven dairy to improve sand capture and prevent grit buildup in the digesters. Currently, Werkhoven Dairy and 6-7 PUD employees are responsible for day-to-day operations and maintenance. A large part of Qualco's success is that Werkhoven Dairy manages and operates the system

	from the cow to the field. Since both entities are tied to each other's success, we believe it is the most successful model of management even though there is no one on Qualco's payroll. The Qualco board offers its strategic guidance and oversight from Tulalip Tribes and the dairy members.
7.	**PROJECT READINESS (MANDATORY, SCORED) (15 points)** Describe the readiness of your project, including details such as current status of engineering and design phase, local and state permitting, cultural resources review, utility interconnection design and/or availability, power purchase agreement, feedstock agreements, and offtake and return agreements, Also provide details on any comprehensive dairy nutrient management plan and whether the project is located within a 100-year floodplain.
	The project moves straight into permitting and final design once approved. The above-ground digestor site has been selected, and the geotech study has been completed. We have scoped services with Regenis for a design-build contract and have included them in this proposal as a partner as the most viable local partner who has been involved in the project since inception. In addition, County and State staff contacts have been brought into the scoping to weigh in on project location and permitting pathway. The digester is pre-engineered, and the equipment to run the system is subject to each contractor's lead time for delivery. The local utility grid system was upgraded in 2022 to prepare for future generation growth and system protection. At the same time, the local utility became a partner with Qualco in generation, so the burden of negotiating a power purchase agreement is minimal. Qualco already has an existing feedstock agreement with Werkhoven Dairy and pre-consumer food waste suppliers. There is an excess of food waste to choose from if desired. All digestate also returns to Werkhoven dairy/Peoples Creek dairy for cattle feed production. Both dairies are in good standing with their DNMP, and Qualco has an RCNMP with the aid of Snohomish County Conservation District and WA Dept of Ag. The project location is adjacent to the existing plug flow digester and powerhouse, which were permitted and built above the 100-year floodplain elevation. Buildings on site to be demolished as compensation in the permitting process have been inspected and ready for demolition permits at the same time as the building permit. Qualco is confident in being a steward of grant funding and project execution. Once in full motion, the first digester was completed and operating within 6 months. We have been building our strategic partnerships for over 17 years in operation and garnered the support necessary to continue success.
8.	**BACKGROUND (MANDATORY, SCORED) (10 points for A and B)** **A.** Provide a background discussion that focuses on the key issues this project will address. Identify current trends, progress, or innovations in this field that are relevant to your project. Please summarize any relevant materials (data analysis, studies, etc.) that support the feasibility of the project, and include any preliminary data to help support your work.
	Qualco has always been a demonstration center for digestion projects, research, and proving associated technologies. Its primary focus for the first successful 17 years was paying off its mortgage while advancing its mission in farm preservation, clean water/fish projects, and remaining profitable while doing so. The farms that were originally supposed to join never did and while some have gone out of business due to regulation, milk marketing and feed price volatility, Werkhoven Dairy has stayed committed to the Qualco project success and has run day to day operations since the beginning. When the dairy grew with the next generation of farmers, Qualco feels the responsibility to grow and build a processing home for the additional manure of the 900 cows. Qualco has focused on strong balance sheet positioning to ensure sustainability. Not being wasteful, we have not been distracted by unproven technologies that cost a fortune or even the dangling carrots like carbon credits. Minimal downtime, a true 24-7 response time and manager, and focusing on the basics of digester health has ensured project success. There are too many examples of big idea digesters that lack the right business plan or the true commitment to keeping it running that we are fortunate to have.
	B. If you received a COMMERCE grant within the last five years, provide details on each grant award, including name of COMMERCE program, grant purpose, grant amount, project title, partnerships and/or co-applicants, and description of how past grants relate to this proposal. If you have not received a grant, please write N/A and you will receive full points for 8B.
	The Tulalip Tribes have multiple contracts with the Department of Commerce. Some of the most recent Commerce Contracts being managed by The Treaty Rights Office under Steve Hinton's purview include: The Department of Commerce; WAEVCP Agreement- $1,980,000, Clean Energy Community Grant-Betty Taylor LA-$2,350,000, Gathering Hall Grid Modernization Contract 24-92201-008- $2,000,000, Tulalip Tribes

	Community Resiliency Project-Contract 24-96723-032-$727,500. These grants are not related to this proposal and will not be used as matching, or leveraged resources. This request is standalone to the Qualco site
9.	**OUTCOMES (MANDATORY, SCORED) (5 points)** Describe the impacts and outcomes the project will achieve, including how these impacts and outcomes will be monitored, measured, and reported to COMMERCE.
	We expect adding additional digester capacity in Snohomish county will serve many local customers needs for food waste disposal. With a digester site being "down" for maintenance and repair the organics that normally get delivered do not have an alternate home to go to. Having a 2nd digester on site that can keep running while the other is down would not interrupt the organic waste disposal and prevent the backup of this service upstream. King and Snohomish counties do not have enough outlets for responsible organic waste disposal and many companies are struggling to find a home. A 2nd digester would prevent potential harmful disposal practices of companies that have no legal place to bring their organics. The additional capacity at Qualco Energy would increase the daily limit of 23,000 gallons of substrate to 38,000 gallons. (without a solid waste handling permit) This equates to a daily total of 330,600 lbs that would be diverted from city water treatment plants, storm drains, and landfills. Qualco provides educational tours to schools, FFA groups, food co-op owners and personnel, local and state government employees, local business owners and many other groups. Qualco will continue in its mission to be a learning center for renewable energy, and renewable water. The manure from 900 cows will be heat treated and all manure from both Werkhoven dairy and Peoples creek dairy will be pathogen killed and methane extracted. Nutrients exported will be dryer, more sought after due to nutrient fortifying and the farm's DNMP will be bolstered for the next generation to carry the torch and continue the mission. Qualco's commitment to this future includes tracking key metrics that demonstrate milestone improvements, waste diverted, and amounts of emissions avoided all of which will be conveyed with the rest of the Qualco story to Commerce and all interested parties.
10.	**RISKS (MANDATORY, SCORED) (10 points)** • Identify potential risks that are considered significant to the success of the project and to local communities. Please describe risks associated with supply chain (including feedstock availability or building materials availability), health and safety, skills/workforce development, permitting/regulatory, performance schedule, financing, legal issues, environmental impacts, and any other relevant short or long term risks. • Summarize engagement with vulnerable populations, overburdened communities and/or tribes to identify potential harm. • How would you propose to effectively prevent, monitor and mitigate these risks, including reporting to the COMMERCE contract manager? • What risks do you anticipate once the project is operational? How would you mitigate those risks?
	By far the most significant risks that would hamper this project were identified and addressed during the first digester project's development. Land had to be deeded to the Tulalip tribes to build on with support from the state, permitting had to navigate flood plain elevation and compensation, and amateur digester operators had to become professional decision makers. These days there is high pressure on western Washington dairies to move elsewhere seeking an easier regulatory environment that doesn't red tape construction or growth. The Darigold co-op is heavily taxing its member owners to keep the company profitable while a new large plant in Pasco was constructed and started operations. Our biggest risk is making sure that friends, neighbors, supporters are kept informed and understand the success we have secured through the Qualco Energy partnership and continue to support the expansion effort. In today's social political climate there is little margin for negativity towards farming and this projects mission to continue being a model that works and brings Tribes, Farmers, Government, and Communities together to the table to achieve lofty goals with real results. The farm shares its financial position with the board already. Discussions and strategic planning happens well enough in advance to navigate hurdles. The risk of aging out all the knowledge and experience gained continues to be minimal with the 6 youngest partners of Werkhoven dairy and Peoples Creek dairy taking over ownership and management.
11.	**WORK PLAN (MANDATORY, SCORED) (20 points)** This section of the technical proposal must contain sufficient detail to convey to evaluation team members the Applicant's knowledge of the subjects and skills necessary to complete the project. Include any required involvement of COMMERCE staff. Discuss the technologies, operations, and resources to be used in the

	proposed project. The Applicant may also present appropriate creative approaches along with pertinent supporting documentation. Identify any work to be completed by subcontractors but do not select subcontractors until all relevant requirements have been reviewed, including the Code of Federal Regulations if applicable. Include all project requirements and the proposed tasks, services, and activities necessary to accomplish the scope of the project, such as design, permitting, construction, infrastructure improvements, requirements or upgrades from utilities or other third parties, operations and maintenance contract, etc. Provide a project schedule indicating when the elements of the work will be completed, including milestones, tasks, phases, and proposed deliverables. Deliverables must support the requirements set forth. Fully describe deliverables to be submitted under the proposed contract. Deliverables must support the purpose of this RFA described in RFA Section 1.1 and met the requirements outlined in RFA Section 1.2.
	The proposed expansion has been thoroughly scoped by Qualco Partners for several years, with various components being carefully considered as lessons learned from daily operations have been incorporated through experience. Qualco founders have also been keenly aware and engaged over the relative success, failures and changes to the digester marketplace and peer operations in the Pacific Northwest over the years. We feel the experience and track record of Qualco partners position us well to undertake this project aggressively once an award is granted. Through our scoping and feasibility efforts we have already located the site for locating the expansion tank and have conducted geotechnical survey for the area. Once a contract is in place we will be ready to engage in a design/build contract with Regenis to construct the expansion. Once awarded funds we estimate the process to have this agreement in place will bring us to a May, 2026 starting date for the design to be fully underway. The design and permitting process will take us through to the end of 2026. Assuming success in the design/permitting process based on experience we are then looking at have construction contract in place early 2027, with construction starting as early as February, 2027. Should things proceed smoothly with permitting we will also look to take advantage of dryer weather in the autumn months of 2026 to complete needed demolition work, regrading and possibly concrete flatwork as allowed. Depending on market conditions we will also press ahead on the procurement and installation of the Boerger separator, and manure handling equipment if possible in 2026.
12.	**SCALABILITY (MANDATORY, SCORED) (5 points)** COMMERCE may not be able to provide the full amount of requested funding. If you are unable to provide gap funding, please detail how the project scope will change. If possible, please detail how your project can be separated into discrete parts with estimated levels of requested funding. Also provide the minimal amount needed to fund this scaled project.
	Should Qualco not be approved the full amount of requested funding for the full scope of the project, the focus will be on nutrient separation and recovery. The items that don't require permitting and can be implemented without interrupting current operations will be re-evaluated in the order of need. Primary separator will be replaced for water savings and exportable nutrient dry-matter improvement. Centrifuge will be the second priority to prevent sludge in storage lagoons and fix the ratio of nitrogen to phosphorus in manure application for long term sustainability. Peoples creek dairy improvements to capture GHG would have to be put on hold until the $4/cwt tax on milk from Darigold is reduced or unexpected improvements in market conditions allows. A minimum of $2,000,000 will achieve nutrient recovery and export efforts with primary and secondary separation with pits, pumping, equipment housing and control. Digester development in WA has slowed but we believe that Qualco serves as a successful model that could be replicated by proving this model once again.
13.	**BUDGET (MANDATORY, SCORED) (30 points)** a) Please refer to the budget template available from the DairyDigester2025 BOX. Complete the budget template and attach it to your application. (See Part E: Budget) b) What is the match ratio for the project? (15% match is minimum) c) What match has already been secured and what match is pending? Mention whether you have attached documentation of secured matching funds (Exhibit D of the RFA) with your application. d) Please detail the cost-effectiveness of your project in relation to grant funds, total project cost and anticipated benefits. This should include the state dollars per MTCO2e of emissions reduced, as well as the total dollars per MTCO2e of emissions reduced. Assertions should be backed up by your budget template and the CARB DDRDP Tool (modified for Washington).

	Match funds cannot displace prior or existing match commitments. If the project is awarded, proof of match commitment will be required before contracting.
	Qualco, through its own resources is pledging 15% match to this project. The match commitment is coming in a combination of cash currently on hand ($500,000), in kind match from salaries and wages for project management and administration ($100,000) and the remainder in the form of a bank loan (~$300,000). The loan has not been secured at the time of this application, but would be secured quickly if an award is granted.
Part D: Team and Management Proposal (MANDATORY, SCORED) (15%) **The page limit for Part B, Part C, and Part D combined is 15 pages**	
14.	**FACILITY AND ORGANIZATION (MANDATORY, SCORED) (5 points)** Briefly describe your organization's current focus, history, mission, goals, successes, and areas of growth.
	Qualco Energy has always been focused on clean water, soil, and air improvements. The phrase "Cows are better than condos" was coined by a Tulalip leader speaking to the need to have farmers being stewards of fertile soils along the rivers that sustain us. Stormwater treatment with huge rain gardens, fish passageway projects, clean water technology demonstration/research, and cow care and comfort are all areas of focus every day. We are blessed to not have to worry about being singular goal focused as each partner brings expertise to the table to tackle most of the goals we set with each other.
15.	**TEAM (MANDATORY, SCORED) (20 points)** • Describe the project team's track record and experience, including previous digester-related experience and competence. Illustrate how the team is capable of carrying out this work based on past successes and/or collaboration. • Include a list of contracts the Applicant has had during the last five years that relate to the Applicant's ability to perform the services needed under this RFA. Provide a description of the project as well as list contract reference numbers, the contract period of performance, contract value, and references including contact persons, telephone numbers, and e-mail addresses.
	Steve Hinton, Conservation Scientist with the Tulalip Treaty Rights and Government Affairs Office, will assist in managing the Grant along with the Tulalip Tribes' Grants Department staff. Qualco will oversee the project's construction. Qualco Energy has been operating a digester on this site since December 2008. Andy Werkhoven (Qualco board member) and Daryl Williams (Qualco Board President) have been involved with the project since its initial conception in 2001. Andy and Daryl both have extensive knowlege on project development for Tulalip tribes and Werkhoven Dairy. Andy is well versed in the digester world and has maintained relationships with other digester owners and operators to share successes and failures in the industry Jon Van Nieuwenhuyzen (Qualco Board Treasurer) has been the project manager and operator since 2011. Jon along with the Werkhoven demolition and construction team (dairy partners/brothers in law) successfully completed the digester overhall in 2022. The Werkhoven team re-engineered their own digester, performed demolition, cleanout, sourced all equipment and supplies necessary for repair, reconstructed and started operations again. Jon manages Qualco finances and ensures that all funds serve the mission and are spent conservatively to maintain a positive cash flow and balanced books. Steve Hinton (Qualco board member) is the newest member of the Qualco team, joining the Qualco Board November 2025.
16.	**ROLES AND RESPONSIBILITIES (MANDATORY, SCORED) (5 points)** • Describe the proposed project team structure and internal controls to be used during the project, including any subcontractors. Applicants are reminded to select subcontractors only after reviewing all relevant requirements. Identify staff, including subcontractors and partners, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel and including the amount of time each will be assigned to the project. Identify the roles and responsibilities of each team member. • Provide an organizational chart indicating lines of authority for personnel involved in the performance of this potential contract and relationships of these staff to other programs or functions of the organization(s). This chart must also show lines of authority to the next senior level of management. Include who will have prime responsibility and final authority for the work. • If you are partnering with an organization, please describe the structure of the partnership. Describe who will have primary responsibility and final authority for the work.

	The Qualco Board will oversee the whole project while installing a project manager similar to the first digester construction to ensure completion and timelines. Tulalip grant staff and Steve Hinton will manage grant fund/reporting, construction costs, contract/design, etc., and milestone sharing. Jon Van Nieuwenhuyzen will continue Qualco operations and work side by side with the project manager to keep subcontractor of choice (following all grant standards) on track and under budget.
17.	**RELATED INFORMATION (MANDATORY)** 1. If the Applicant or any known subcontractor contracted with the state of Washington during the past 24 months indicate the name of the agency, the contract number and project description, and/or other information available to identify the contract. 2. If a member of the Applicant's staff or a subcontractor's staff was an employee of the state of Washington during the past 24 months, or is currently a Washington State employee, identify the individual by name, the agency where they were previously or currently employed, job title, or position held and separation date. Identify any state employees or former state employees on the Applicant's governing board as of the date of submission. Include their name, position and responsibilities within the Applicant's organization, the relevant state agency and the last year worked. If, following a review of this information, it is determined by COMMERCE that a conflict of interest exists, the Applicant may be disqualified from further consideration for the award of a contract. 3. If the Applicant has had a contract terminated for default in the last five years, describe such an incident. Termination for default is defined as notice to stop performance due to the Applicant's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Applicant, or (b) litigated and such litigation determined that the Applicant was in default. 4. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Applicant's position on the matter. COMMERCE will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Applicant in the past five years, please state this**.**
	The Tulalip Tribes has multiple contracts with various agencies representing the State of Washington. Decades of contractual obligations have been part of our administrative DNA. Some of the most recent State Contracts being managed by The Treaty Rights Office under Steve Hinton's purview include: The Department of Commerce; WAEVCP Agreement- $1,980,000, Clean Energy Community Grant-Betty Taylor LA-$2,350,000, Gathering Hall Grid Modernization Contract 24-92201-008- $2,000,000, Tulalip Tribes Community Resiliency Project-Contract 24-96723-032-$727,500. The Department of Ecology; Climate Commitment Act Capacity Agreement# CPRTCCA 25-27-TulaTr 00063, $893,000 and Agreement # CPRCCA-2527-TulaTr-00031, $664,000. No members of the proposed team have been employees of the State, nor have defaulted in the last five years.
Part E: Exhibits/Attachments (MANDATORY AND OPTIONAL) **Not included in page limits.**	
CERTIFICATIONS AND ASSURANCES (MANDATORY) *(Exhibit A to the RFA)* The Certifications and Assurances form must be completed, signed, and dated by a person authorized to legally bind the Applicant to a contractual relationship, e.g. the President or Executive Director of a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Those wishing to submit any proposed contract edits must indicate so on this form (see RFA Section 2.13).	
DIVERSE BUSINESS INCLUSION PLAN (MANDATORY) *(Exhibit B to the RFA).* The Diverse Business Inclusion Plan must be completed and submitted as a component of the application. The Diverse Business Inclusion Plan is a communication tool allowing Applicants to inform COMMERCE if diverse businesses will be involved in the contract if awarded. Participation includes directly (the Applicant) and indirectly, such as any subcontractors or subgrantees who might carry out services chargeable to the contract. In accordance with legislative findings and policies set forth in RCW 39.19, the state of Washington encourages participation in all contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE), set forth in RCW 43.60A.200 for firms certified by the Washington State Department of Veterans Affairs, and set forth in RCW 39.26.005 for firms that are Washington Small Businesses. No minimum level of minority- and women-owned business enterprise (MWBE), Washington Small Business, or Washington State certified Veteran Business participation is required as a condition for receiving an award. Any affirmative action requirements set forth in any	

federal rules included or referenced in the contract documents will apply.
WORKERS' RIGHTS CERTIFICATION (MANDATORY, SCORED) *(Exhibit C to the RFA).* The Workers' Rights Certification form must be completed, signed, and dated by a person authorized to legally bind the applicant to a contractual relationship, e.g. the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. The Workers' Rights Certification must be signed and dated as described above. Some employers require their employees to waive certain rights. While this is legally permitted, the Washington Governor's Office considers it a harmful and disfavored practice. Executive Order 18-03 requires all state agencies to award bonus points in competitive processes to increase contracting with employers that do not require their employees to sign an individual arbitration clause or waiver of collective or class action. Those Applicants who certify they do not require their employees to waive such rights as a condition of employment will receive an extra 5% of their awarded points added to their final score.
Assurances or Documentation of Secured Match Sample Letter (OPTIONAL) *(Exhibit D to the RFA)* The Applicant may use the form provided or optionally submit letters on the letterhead of businesses and/or organizations with the non-state funding you are seeking to match.
Memorandum of Understanding/Partnership letter (OPTIONAL) *No Template* The Applicant may optionally submit Memoranda of Understanding (MOU) or Partnership Letters from project partners demonstrating their support for and commitment to carrying out the project as written. MOUs/Partnership Letters must describe the partner's relationship to the Applicant, the nature of the partnership, as well as any anticipated involvement of the partner in the project including specific roles and responsibilities. **MOUs and Partnership Letters should be compiled into a single PDF**. *COMMERCE reserves the right to contact the partner/writer of each Partnership Letter/Memorandum of Understanding to ensure they had the opportunity to review and approve the completed application before it was submitted. If the partner did not review and approve the application before applying may receive zero points.*
Budget sheet (MANDATORY, SCORED) *(Posted to DairyDigester2025 BOX)* This question will be scored as part of Part C, Question 13. The budget sheet (template provided on the website listed in RFA SECTION 2.1 RFA COORDINATOR) must be completed for the budget question.
Community Input (OPTIONAL) *(No template)* This will be scored as part of Part B, Question 4. You may share evidence of community input around engagement efforts including but not limited to letters of support.
 OMWBE Certification (OPTIONAL AND NOT SCORED) Include proof of certification issued by the Washington Office of Minority and Women's Business Enterprises (OMWBE) if certified any small, minority-, women-owned business will be participating on this project in any capacity. For more information please visit: Office of Minority and Women's Business Enterprises | (wa.gov)

Checklist	
☒	Completed all MANDATORY sections of the application in their entirety (Part A, Part B, Part C, Part D) and combined sections of Part B, Part C and Part D does not exceed 15 pages total.
☒	Completed all MANDATORY Exhibits/Attachments (PART E)
☒	Attached application and all MANDATORY attachments to the email package and followed the instructions on the first page to email to Commerce by due date.

Tribal Funding Agreement
Pertaining to
Memorandum of Understanding No. 06
with

THE TULALIP TRIBES OF WASHINGTON

through

2025-2027 Anaerobic Dairy Digester RFA

25-95207-005

For

Qualco Energy Digester Expansion

Start date: 08/01/2026

Table of Contents

Agreement Number: 25-95207-005

Face Sheet

Washington State Department of Commerce
Energy Division
Energy Programs in Communities Unit
Anaerobic Dairy Digester RFA

1. Tribal Government	**2. Tribal MOU Information**
THE TULALIP TRIBES OF WASHINGTON 6406 MARINE DR NW TULALIP WA 98271-9775	#6 Veronica Iukes, Self-Governance/Grants Manager Alden "Al" Andy, Interim Director Office of Tribal Relations,
3. Tribal Representative for this Agreement	**4. Commerce Representative for this Agreement**
Steve Hinton Conservation Scientist (360) 743-1727 shinton@tulaliptribes-nsn.gov	Noah Martin Program Manager (360) 725-3064 noah.martin@commerce.wa.gov P.O. Box 42525 1500 Jefferson Street SE Olympia, WA 98501-2355

5. Agreement Amount	**6. Funding Source**	**7. Start Date**	**8. End Date**
$4,650,000	**State:** ☒ **Other:** ☐ **N/A:** ☐	August 1, 2026	June 30, 2027, if funds are not reappropriated; June 30, 2028, contingent on reappropriation.

9. Award Method	**NOFO/RFX #**	**Proviso #**
☐ **Non-Competitive** X **Competitive**	Dairy Digester 2025	25-27 Anaerobic Digester (92001947)

10. Tax ID #	**11. SWV #**	**12. UBI #**	**13. UEI #**
XXXXXXXXXXXXXX	SWV0012216-00	600639416	ELUVLMGA6RD1

14. Agreement Purpose

COMMERCE, defined as the Department of Commerce, and the Tribe, as defined above, acknowledge and accept the terms of this Funding Agreement and attachments, executed on the date below to start as of the date and year above. The rights and obligations of both Parties are governed by this Funding Agreement, the MOU identified above, and the following documents incorporated by reference: Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Reporting, Attachment "D" – Proviso.

FOR TRIBE	**FOR COMMERCE**
______________________________ Laura Wiggins, Grants & Self Governance Manager	______________________________ Jennifer Grove, Assistant Director
______________________________ Date	______________________________ Date
	APPROVED AS TO FORM ONLY Signature on file.

RECITALS

WHEREAS pursuant to their respective authorities, the Parties established the Memorandum of Understanding identified above.

WHEREAS the Memorandum of Understanding establishes the general terms which govern the Parties' government-to-government relationship and all agreements made thereunder.

WHEREAS Commerce established the competitive process identified on the Face Sheet to award funding for specific services.

WHEREAS the Tribe provided a timely response to such competition and was selected for award.

WHEREAS the Parties now desire to enter into this Funding Agreement.

AGREEMENT

Now therefore, the Parties agree as follows:

SPECIAL TERMS AND CONDITIONS

TRIBAL AGREEMENT
STATE FUNDS

1. ACKNOWLEDGEMENT OF CLIMATE COMMITMENT ACT FUNDING

If this Agreement is funded in whole or in part by the Climate Commitment Act, Tribe or Nation agrees that any website, announcement, press release, and/or publication (written, visual, or sound) used for media-related activities, publicity, and public outreach issued by or on behalf of Tribe or Nation which reference programs or projects funded in whole or in part with Washington's Climate Commitment Act (CCA) funds under this Grant, shall contain the following statement:

"The Tribal Clean Energy Grants Program is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."

The Tribe or Nation agrees to ensure coordinated Climate Commitment Act branding on work completed by or on behalf of the Grantee. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at CCA brand toolkit, including:

A. Any project related website or webpage that includes logos from other funding partners;
B. Any publication materials that include logos from other funding partners;
C. Any on-site signage including pre-during Construction signage and permanent signage at completed project sites; and
D. Any equipment purchased with CAA funding through a generally visible decal.

2. FRAUD AND OTHER LOSS REPORTING

The Tribe or Nation shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

3. MILESTONE PAYMENT

COMMERCE shall compensate the Contractor in accordance with the amounts specified in Attachment B upon the acceptance of the full completion of each milestone as defined in Attachment A. Full milestone completion means COMMERCE's determination of the Contractor's completion of all deliverables associated with the applicable milestone and the submission of a detailed invoice in accordance with Special Term and Condition #5 Billing Procedures and Payment.

COMMERCE shall have no obligation to make any payment until all deliverables within a given milestone are demonstrated to be complete to COMMERCE's satisfaction.

The parties acknowledge if one or more deliverables within a milestone are delayed by more than three (3) months due to circumstances beyond the Contractor's control, COMMERCE may, in its sole discretion, enter into negotiations with the Contractor to determine whether partial payment may be made for the completed deliverables within that milestone.

4. PREVAILING WAGE LAW

The Tribe or Nation certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this Agreement, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Tribe or Nation shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

5. HISTORICAL OR CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Contract, the Tribe or Nation shall complete the requirements of Governor's Executive Order 21-02, where applicable, or the Tribe or Nation shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. The Tribe or Nation agrees that the Tribe or Nation is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, the Tribe or Nation shall, in accordance with Governor's Executive Order 21-02 coordinate with Commerce and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. The Tribe or Nation agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The Tribe or Nation agrees that, unless the Tribe or Nation is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the Tribe or Nation shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the Commerce Representative identified on the Face Sheet. If human remains are uncovered, the Tribe or Nation shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Tribe or Nation shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Contract, Tribe or Nation agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permit.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the Tribe or Nation finds it necessary to amend the Scope of Work the Tribe or Nation may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

6. REDUCTION IN FUNDS

In the event that funds appropriated for the Project contemplated under this Grant Agreement are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature, or other funding source, during the Grant Agreement period, the parties understand and agree that COMMERCE may suspend, amend, or terminate the Grant Agreement to abide by the funding limitations. The parties understand and agree that GRANTEE shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE and shall meet and renegotiate the Grant Agreement accordingly. identified on the Face Sheet.

7. REAPPROPRIATION

A. The parties hereto understand and agree that any State funds not expended by the End Date listed on the Face Sheet will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the State's obligation under the terms of this Grant Agreement shall be contingent upon the terms of such reappropriation.

B. In the event any funds awarded under this Grant Agreement are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

8. ORDER OF PRECEDENCE

In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Attachment D – Proviso
- Special Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Reporting
- Memorandum of Understanding as identified above
- Application submitted by the Tribe in response to the Program RFA

9. SOVEREIGN IMMUNITY

Nothing whatsoever in this Agreement constitutes or shall be construed as a waiver of the Tribe or Nation's sovereign immunity.

Attachment A: Scope of Work

Attachment B: Budget

All funding is subject to continued legislative authorization and re-appropriation where applicable.

Attachment C: Reporting

Quarterly Reports

The Grantee must submit quarterly written reports to COMMERCE, using the report form provided by COMMERCE, no later than fifteen (15) days after the end of each quarter. Each report must include:

1. A narrative summarizing project activities, risks and issues identified or mitigated, and lessons learned.

2. A description of milestones completed during the quarter and milestones anticipated in the next quarter.

Periodic Reporting

The Grantee may be required to provide additional information or metrics necessary to satisfy reporting requirements of the capital budget proviso, the legislature, the governor's office, or COMMERCE. Such requirements may include, but are not limited to, information needed to comply with the Climate Commitment Act (CCA) (*RCW 70A.65)*, the Healthy Environment for All (HEAL) Act *(RCW 70A.02),* or other current or future statutory or policy reporting obligations.

Final Report and Fact Sheet

A final report and fact sheet must be submitted to Commerce. Commerce will provide the fact sheet template and may request the fact sheet be updated as conditions warrant.

Quarterly Reports Submission Deadlines

Quarter 1	April 15
Quarter 2	July 15
Quarter 3	October 15
Quarter 4	January 15

Attachment D: Proviso

Sec. 6103 Anaerobic Digester Development
Anaerobic Digester

NEW SECTION. Sec. 7032. A new section is added to 2023 c 474 (uncodified) to read as follows:
Anaerobic Digester Development (92001947)
Sec. 6103 Anaerobic Digester Development (92001947)
The appropriation in this section is subject to the following conditions and limitations:
(1) $13,200,000 of the appropriation in this section is provided solely for grants for cost share agreements regarding anaerobic digester development and maintenance projects at dairies. Grants awarded must have at least a 15 percent nonstate match and be awarded through a competitive process that considers:
(a) The amount of greenhouse gas reduction expected to be achieved by the proposal; and
(b) The amount of untreated effluent expected to be reduced by the proposal.
(2) $500,000 of the appropriation in this section is provided solely for the department to contract with the Washington State University energy extension program to provide technical assistance in the administration of the competitive grant process and to provide ongoing support to dairies and digester operators regarding opportunities to enhance digester function, advance nutrient recovery, and improve the economic sustainability of on-farm digesters.
Appropriation:

Climate Commitment Account—State	$13,700,000
Prior Biennia (Expenditures)	$0
Future Biennia (Projected Costs)	$54,800,000
TOTAL	$68,500,000

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("the Agreement") is effective on _________, 2026, by and between the Tulalip Tribes ("Tulalip"), 6406 Marine Drive, Tulalip, WA 98271, and the undersigned Independent Contractor, ____________________________ ("Contractor"), whose mailing address is ___________________________

1. **PURPOSE.** The purpose of this Agreement is for the Contractor to provide services as a consultant, as specified in Section 4.

2. **TERM OF SERVICES.** This Agreement shall commence upon its effective date and shall terminate on ____________, provided that the parties have the power of early termination provided below. Holding over beyond the term shall not renew this Agreement. Payments made or work completed after the term of this Agreement shall not cause this Agreement to be renewed. Any modification or renewal of this Agreement shall be in writing and may occur at the absolute discretion of the parties.

3. **SUPERVISION/CONTRACT OFFICER.** Contractor will work independently under the direction of the Director of the Treaty Rights and Government Affairs Department or his designee.

4. **SCOPE OF WORK.** Attachment A Scope of Work entitled:"**Qualco Dairy Digestor Planning & Design"** describes the work and deliverables under this Agreement.

5. **CONFIDENTIALITY.** Contractor agrees to maintain the confidentiality of any and all data, information, records, forms, documents and/or any other proprietary or confidential information provided by Tulalip or acquired by Contractor in the performance of Contractor's services. Contractor further agrees to promptly return to Tulalip any and all such data, information, records/forms/documents or other proprietary/confidential information that comes into his/her possession by this Agreement upon written request by a duly authorized agent of Tulalip.

6. **RELATIONSHIP OF PARTIES.** The contractor is an independent contractor of Tulalip. Nothing in this Agreement shall be construed as creating an employer-employee relationship, as a guarantee of future employment or engagement or as a limitation upon Tulalip's discretion to terminate this Agreement at any time without cause. Contractor further agrees to be responsible for all of Contractor's federal, state, and local taxes, withholding, social security, insurance, and any other fees or other payments applicable and required to be paid to any government to be paid by Contractor as a result of payments to Contractor under this Agreement. In the event that the Internal Revenue Service should determine that the Contractor is, according to I.R.S. guidelines, an employee subject to withholding and social security contributions, Contractor shall acknowledge, as the Contractor acknowledged herein, that all payments to the Contractors are gross payments, and the Contractor is responsible for all taxes and social security payments and any other required fees as stated above.

7. **PRODUCT/SERVICE.** Contractor agrees it has no expressed or implied authority to obligate Tulalip for any product or service, except as authorized by a duly authorized agent of Tulalip. All work and work product performed by Contractor under this Agreement shall be the property of the Tribes.

8. **TRAINING MATERIALS.** Tulalip may use the training materials provided by the Contractor as long as credit is given to the Contractor.

9. **INVOICING AND PAYMENT. The contractor** will invoice Tulalip on a monthly basis. Every invoice shall contain a detailed accounting for all services and fees charged. Payment on an invoice shall be due to the Contractor within 30 days of delivery of the invoice. Contractor shall not be entitled to reimbursement for expenses incurred in providing services under this Agreement. Total compensation to the Contractor shall not exceed $_________, including travel or any training/seminars/conferences, under this Agreement.

10. **OTHER COMPENSATION: Travel** arrangements and travel-related expenses outside the local area will be submitted to the Contract Officer for approval. Tulalip will directly arrange all travel and travel-related expenses. Training/seminars/conferences deemed necessary by the Contract Officer to complete services associated with the work plan shall be directly arranged and paid for by Tulalip.

11. **TERMINATION.** Either party may terminate this Agreement with ten working days' written notice. The termination provisions of the Tulalip Government Employee Handbook do not apply to the Contractor. Upon termination, the Contractor shall be entitled to receive payment for all work completed prior to the date of termination upon proper invoicing and authorization by the Contract Officer.

12. **TULALIP DRUG AND ALCOHOL CODE.** Contractor shall abide by the Tulalip Tribes Drug and Alcohol Code TTC 9.35. This requirement does not alter the termination provisions in paragraph 11.

13. **INDEMNITY.** Contractor agrees to indemnify, defend and hold Tulalip and its successors, officers, directors, and employees harmless from any and all actions, causes of actions, claims , demands, costs, liabilities, expenses and damages (including attorney's fees) arising out of or in connection with any breach of this Agreement by Contractor or any work provided by Contractor.

14. **MISCELLANEOUS.**

a. **ASSIGNABILITY.** This Agreement may not be assigned by either party without the prior written approval of non-assigning party.

b. **GOVERNING LAW.** This Agreement has been made and shall be governed, interpreted and construed under and in accordance with the laws of the Tulalip Tribes. Any disputes arising under this Agreement shall be decided in the Tulalip Tribal Court. This section shall not be interpreted as a waiver of the Tribes' sovereign immunity.

c. **SOVEREIGN IMMUNITY.** Nothing in this Agreement shall be interpreted as a waiver of the Tribes' sovereign immunity.

d. **ENTIRE AGREEMENT**. This Agreement supersedes all prior discussions, agreements and understandings between Contractor and Tulalip regarding the subject matter hereof and constitutes the entire agreement of Contractor and Tulalip. This Agreement may be amended, modified or supplemented only by a written instrument executed by the parties.

TULALIP TRIBES OF WASHINGTON

____ Date: ___________________

Rochelle James, CEO

INDEPENDENT CONTRACTOR

____ Date: ____________________

_________________, (Title)