



REQUEST FOR QUALIFICATIONS AND PROPOSALS

Comprehensive Plan Update

Tulalip Tribes of Washington

6406 Marine Drive
Tulalip, WA 98271

April 16, 2026



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1. Introduction

The Tulalip Tribes are the successors in interest to the Snohomish, Snoqualmie, and Skykomish tribes and allied tribes and bands signatory to the 1855 Treaty of Point Elliott. Tulalip is a federally recognized sovereign Tribal government organized under the 1934 Indian Reorganization Act. Located in Snohomish County, Washington, the Tulalip Reservation serves as the permanent homeland of the Tribes.

The Tulalip is soliciting proposals from qualified consulting firms to lead the update of the Tulalip Comprehensive Plan. Over time, Tulalip has used comprehensive planning to manage growth, protect natural and cultural resources, and support economic development. This effort builds upon prior Comprehensive Plans completed in 1972, 1994, and 2009, as well as ongoing work by the Planning Commission and Tribal staff.

Tulalip is now advancing the next step —shifting from a primarily policy-driven document to a practical, implementation-focused tool that supports Tribal governance, decision-making, capital planning, and a long-term community vision. The Tribes seek a lead consultant capable of guiding a structured, collaborative process that integrates leadership, staff, and community input into a clear, actionable plan.

2. Background

Tulalip’s planning framework has progressively strengthened over time. Early efforts in the 1970s focused on land use and infrastructure. By 1994, the plan had developed into a more structured, policy-driven document, and the current Comprehensive Plan, adopted in 2009, reflects that progression.

Significant groundwork has already been completed by the Planning Commission and staff, including seven draft chapters. Three additional chapters remain, and the existing material requires refinement, reorganization, and validation through engagement with Tribal leadership, staff, and the community.

The selected consultant will build upon this foundation to deliver a cohesive, forward-looking Comprehensive Plan that is grounded in data and best practices, accessible to non-technical audiences, and supported by clear, measurable implementation strategies. The final plan must remain durable and usable over time, regardless of changes in leadership or organizational structure.

Copies of prior plans and existing work products will be made available to the selected consultant.



3. Project Framework

The Tribes have intentionally structured this procurement as a two-phase engagement to ensure that the scope of work, required disciplines, and consultant team composition are defined in collaboration with the Owner prior to full project execution. This approach is intended to align the consultant team with Tulalip priorities, rather than relying on a pre-assembled, firm-driven team structure.

The first phase of the project will focus on establishing a clear framework for the Comprehensive Plan. During this phase, the consultant will work closely with Tulalip leadership, the Planning Commission, and staff to validate priorities, refine the overall direction of the plan, and identify key issues and opportunities. This effort will also include a review of existing materials, including draft chapters and supporting documentation. The outcome of Phase 1 will be the development of a detailed scope of work, recommended team structure, and cost estimate for Phase 2.

The second phase will build upon the foundation established in Phase 1 and will include the full development of the Comprehensive Plan. This will involve technical analysis, extensive community engagement, completion and refinement of all plan chapters, preparation of graphics and mapping, and development of a clear implementation framework. The consultant will also support the review and adoption process, ensuring that the plan is positioned for formal approval.

This phased approach is intended to ensure that the Comprehensive Plan is grounded in Tulalip priorities and structured in a way that makes it a practical and durable tool for future use. Detailed scope of services, tasks, and deliverables for both phases are provided in Exhibit C.

4. Proposal Requirements

Proposals shall be prepared in a clear, concise, and well-organized manner that directly responds to the requirements of this RFP. The Tribes are seeking proposals that demonstrate a strong understanding of the Tulalip Tribes and the project, a qualified and committed team, and a thoughtful approach to delivering a Comprehensive Plan that is both implementable and reflective of Tulalip priorities.

To ensure consistency and fairness in the evaluation process, proposals shall not exceed thirty (30) pages in length, excluding a cover page and the mandatory attachments. Proposers are expected to follow the structure and content requirements outlined in Exhibit D – Proposal Requirements. Proposals that do not conform to the required format or fail to include all requested information may be determined non-responsive.

The Phase 1 fee **shall include the cost of procurement services** required to support execution of Phase 2. Cost and Fees for Phase 2 will be developed and agreed upon at the conclusion of Phase 1. Phase 2 fees shall not be included in the response to this RFP.



The proposal requirements are intentionally structured to allow the Owner to clearly evaluate qualifications, team composition, project approach, and cost in a consistent and efficient manner.

Acceptance of Contract and Non-Disclosure Agreement (NDA)

By submitting a Proposal, the Proposer affirms that they have reviewed the form of Agreement and Non-Disclosure Agreement (NDA) included in this RFP and agrees to execute them as issued, as a condition of award. Any requested deviations from the Agreement or NDA must be clearly identified within the Proposal at the time of submission. Proposed changes shall be specific and include red-lined language. Failure to identify requested changes in the Proposal will be deemed full and unconditional acceptance of the Agreement and NDA.

If the selected Proposer is unwilling to execute the Agreement or NDA as issued, or introduces new exceptions not previously disclosed in their Proposal, the Tulalip Tribes reserve the right to withdraw the award and proceed to the next highest-ranked Proposer.

Proposal submissions shall be addressed to:

Gus Taylor
Executive Director – Public Works
Tulalip Tribes of Washington
6406 Marine Drive
Tulalip, WA 98271

Questions regarding the Request for Proposals shall be addressed to:

Jason Crain
Sr. Project Manager
The Wenaha Group
jasonc@wenahagroup.com

5. Proposal Responsibility

All costs incurred in the preparation and submission of a proposal shall be the sole responsibility of the proposer. The Tulalip Tribes reserve the right to reject any or all proposals, to waive informalities or irregularities, and to cancel this RFP at any time if it is determined to be in the best interest of the Tribes. The Tribes may also request clarification or additional information from proposers as part of the evaluation process.

6. Evaluation Criteria

Proposals will be evaluated in accordance with the criteria set forth in Exhibit D – Proposal Requirements. The evaluation process will consider the overall qualifications of the firm, the experience and availability of the proposed team, the proposer’s understanding of the project and approach to completing the work, relevant project experience, and the proposed fee for Phase 1 services.



The Tulalip Tribes may, at their discretion, conduct interviews with one or more proposers as part of the evaluation process. The intent of the evaluation is to identify the team best qualified to successfully deliver the Comprehensive Plan in alignment with Tulalip priorities and expectations.

7. Project Schedule

Issue RFP	April 17, 2026
Last Day for Questions	April 28, 2026
Proposal Due	May 19, 2026, 2:00 pm local time
Anticipated Award	~June 10, 2026
Anticipated NTP	To be mutually determined with the awarded consultant

The Notice to Proceed will be issued at a time determined by the Tulalip Tribes, in cooperation with the preferred consultant, with the intent to commence the project no later than **November 2026** while allowing for selection of the best-qualified team. Proposers shall identify their preferred project start date, confirm the availability of key personnel, and provide an anticipated duration for Phase 1 services consistent with the scope outlined in Exhibit C. The anticipated project durations, including Phase 2, is described in Exhibit C.

8. Exhibits

The following exhibits are incorporated into and made part of this RFP:

- Exhibit A – Tulalip Tribes Professional Services Agreement
- Exhibit B – NDA
- Exhibit C – Scope of Work (Phased)
- Exhibit D – Proposal Requirements
- Exhibit E – Compliance Documents
 - E.1 - Tulalip Proposal Form
 - E.2 - Affidavit of Non-Collusion
 - E.3 - Certificate of Compliance
 - E.4 - Certificate of Non-discrimination
 - E.5 - Certificate of Debarment

**THE TULALIP TRIBES
PROFESSIONAL SERVICES CONTRACT**

Contractor _____

Project # _____

Project Name: Tulalip Tribes Comprehensive Plan

This agreement is entered into this _____ day of _____, 2026, between the Tulalip Tribes of Washington hereinafter referred to as TULALIP and _____ hereinafter referred to as Contractor.

1. **EFFECTIVE DATE:** This contract shall be effective once executed by all parties to this contract.
2. **TERM:** The term of this contract shall expire on _____. This contract term may only be extended by mutual written agreement of both parties.
3. **SCOPE OF WORK:** The scope of work under this Contract shall be performed in two phases:
 - Phase 1 – Scope Development and Pre-Implementation Services as outlined in **Exhibit A**, compensated on a time-and-materials basis with a Not-to-Exceed amount as set forth in this Agreement; and
 - Phase 2 – Following the completion of Phase 1, the Contractor shall work on Implementation Services, the scope, schedule, and compensation for which shall be established by written amendment to this Agreement executed by both parties.

The scope of work for services is more fully set forth in **Exhibit A**, which is incorporated as a part of this contract.

4. **CONTRACT OFFICER:** The Contract Officer for Tulalip shall be **Gus Taylor, Executive Director of Public Works**. The Contract Officer shall be responsible for directing the work of Contractor on behalf of Tulalip. The Contract Officer shall authorize all work by Contractor under this Contract. No payment for services or expenses shall be made to Contractor without authorization by the Contract Officer.

The Contract Officer may designate staff representatives to confer with Contractor relative to Contractor's services under the terms of this contract. The work in progress will be reviewed from time to time by Tribes at the discretion of Tribes or on the request of Contractor.

5. **FEES AND PAYMENT:** Payment for the Contractor services shall be made according to the rates and schedules set forth in **Exhibit A**. Total payment for fees and expenses for Phase 1 Services shall not exceed _____ including reimbursable expenses. Such payment will be considered full compensation for all personnel, materials, supplies, and equipment used in carrying out the work.

Payment is subject to Contractor submitting invoices documenting all hours expended under this contract by Contractor and Contractor's personnel. Invoices shall be subject to approval by Contract Officer or their designee.

Payment to Contractor shall be due not later than 30 (thirty) days after invoicing. Acceptance of final payment by Contractor constitutes a waiver of all claims by Contractor. Contractor fees will be payable on monthly statements. Such statements must give a detail of time worked by each class of employee and the expenses incurred for which billing is made.

6. SCHEDULE OF WORK: On approval of this agreement, the Contract Officer will issue a notice to proceed with the work. Contractor must utilize their best efforts in the prosecution of the work pursuant to the Scope of Work. Work shall be completed according to the schedule of work set forth in **Exhibit A**. Such schedule is subject to changes pursuant to written Notice from the Contract Officer to the Contractor, or as mutually agreed by the parties.

7. WORK CHANGES: The Contract Officer may order changes in scope or character of the work, either decreasing or increasing the amount of Contractor's services. In the event that such changes are ordered, Contractor will be entitled to full compensation for all work performed prior to receipt of notice of change. Increased compensation for changes must be authorized in writing by Tulalip.

In the event Contractor is delayed in the performance of their services by circumstances beyond the Contractor's control, the Contractor will be granted a reasonable adjustment in the schedule for work as described in **Exhibit A**. All claims for adjustments in the schedule of completion must be submitted to Tulalip by Contractor within 3 days of the time of occurrence of the circumstances necessitating the adjustment.

Contractor should not undertake any work beyond the scope of this agreement unless such additional work is approved in advance and in writing by Tribes.

8. STANDARD OF CARE. Contractor shall perform its services in accordance with the standard of care ordinarily exercised by professionals performing similar services in the State of Washington

9. COMPLETION/TERMINATION. This Agreement shall remain in force until completion and acceptance of the services or until terminated hereunder. Tulalip may terminate this Agreement for any reason by providing at least thirty (30) days' prior written notice to the other party, provided that either party may terminate this Agreement with seven (7) days' prior written notice if the other party fails substantially to perform its obligations under this Agreement. In the event of termination, Contractor shall be paid in accordance with the compensation terms of this Agreement for services provided in accordance with the scope of services up to the date of termination.

Upon termination, Contractor shall promptly deliver to Tribes all materials, documents, data or work product produced by or in the possession of Contractor that relate to work performed under this Contract. All work performed by Contractor under this Contract shall be the property of Tulalip. The Contractor shall be permitted to retain copies, including reproducible copies of drawings and specifications for information, reference, and use in connection with the Contractor's endeavors. The Contractor shall not be responsible for any use of the said documents, drawings, specifications or other materials by Tulalip on any project other than the project specified in this Agreement.

10. INSURANCE. Contractor will maintain the following levels of insurance during the term of this Agreement. Tulalip will be named as an additional insured on the Commercial General Liability and Automobile Liability insurance policies.

a. Worker's Compensation (and Employer's Liability Insurance) --as required by applicable state statute.

b. Commercial General Liability--\$1,000,000 per occurrence for bodily injury, including death and property damage, and \$2,000,000 in the aggregate.

c. Automobile Liability--minimum of \$1,000,000 combined single limit for bodily injury and property damage.

d. Professional Liability (E&O) --\$1,000,000 each claim and in the aggregate.

11. INDEMNIFICATION/HOLD HARMLESS. The Contractor agrees to indemnify and hold harmless the Tulalip, its respective officers, employees, agents, and representatives from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the Contractor's acts, errors, or omissions in services provided pursuant to this Agreement. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Tulalip and Contractor, they shall be borne by each party in proportion to its negligence.

12. RECORD KEEPING: Contractor agrees to maintain for inspection by Tribes for seven (7) years after final payment for all books, records, documents and other evidence pertaining to the costs and expenses of this contract.

13. WORK PRODUCT: Any and all work product, reports, data, findings, maps under this contract shall become the property of and remain under the sole property of Tulalip. Contractor assigns all copyright in such materials to the Tulalip. Contractor will not release or disclose any information obtained as a result of performing work under this contract, either orally or in writing, unless expressly approved in writing by Tulalip.

14. SUCCESSOR BOUND: Tribes and Contractor each binds themselves and their partners, agents, assigns, successors and legal representatives of such other party to this contract and to the partners, successors, and legal representatives of such other party with respect to all terms and conditions of this contract, subject to appropriate federal law and regulations.

15. NON-ASSIGNABILITY: This is a personal services contract and the obligations of either party may not be assigned or otherwise transferred in whole or in part.

16. INDEPENDENT CONTRACTOR: Contractor is an independent contractor and not an employee of Tulalip. Contractor is and shall be responsible for and hold Tulalip harmless from payment of all applicable taxes, fees or other payments required to be paid to any government by Contractor as a result of payments by Tribes to Contractor under this contract.

17. INTEGRATION: This agreement document represents the entire and complete agreement of the parties and supersedes all negotiations and representations, either written or oral. This contract may be amended or modified only in writing as agreed to by both parties.

18. COMPLIANCE WITH APPLICABLE LAWS: Contractor shall abide by all applicable laws and regulations in its performance of work by obtaining all required applicable licenses, permits or other governmental authorizations necessary for said performance.

19. INDIAN / TRIBAL PREFERENCE: Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, age, sex, national origin or handicap, with regard to employment. For work performed under this contract, Contractor shall comply with applicable provisions of the Tribal Employment Rights Ordinance, TTC 9.05

20. NOTICE OF LEGAL PROCEEDINGS: Contractor shall promptly notify Tribes of any litigation arising from or affecting its operations under this contract, including any bankruptcy or insolvency proceedings of Contractor

or of its assignees or subcontractors. Contractor shall not assign its rights under this contract without first obtaining Tribes' written approval.

21. LIMITATION ON LIABILITY: Contractor hereby acknowledges and agrees that it shall not be entitled to payment for services or otherwise including damages in excess of the fee amount specified in this contract.

22. BREACH; REMEDIES: Tribes may immediately suspend work under this contract upon delivery to Contractor of a written notice of breach. Suspension shall continue until Tulalip's authorized representative certifies in writing that the breach is remedied. If in the sole opinion of the Contract Officer, Contractor remains in breach after seven (7) days from the notice of suspension, Tribes may terminate this contract without further notice. Any failure by Tribes to suspend or terminate this contract in case of breach shall not waive Contractor's duty to perform. Failure by Contractor to perform on his part any duty, term or condition, herein shall constitute a breach. Failure of Tribes to assert any claim or right at any time under this contract shall not waive its right to assert any claim or right at a later time.

23. NOTICE: All notices required by this contract shall be in writing and shall not be effective unless delivered personally or via U.S. mail, to the individuals identified as follows:

For Tulalip:

For the Contractor:

Carson Cooper

Managing Attorney

6406 Marine Drive
Tulalip WA 98271

24. APPLICABLE LAW: The parties agree that the laws of Tulalip shall apply to the interpretation and enforcement of this contract. Nothing in this contract constitutes or shall be construed as a waiver of sovereign immunity of Tulalip, its subordinate entities officers, directors, or employees.

IN WITNESS WHEREOF, the parties have executed this agreement at the Tulalip Indian Reservation as of the day and year first above written.

Attest:

Contractor:

Tulalip Tribes Contract Officer:

Tulalip Tribes Board:

Signature

Signature

Signature

Title

Chief Operating Officer
Title

Chair
Title

Date

Date

Date

Exhibit B
Nondisclosure Agreement

TULALIP TRIBES

NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement ("Agreement") is entered into by and between the Tulalip Tribes of Washington ("Disclosing Party") and _____ ("Receiving Party"), retained pursuant to separate agreement to assist the Tribes in Governmental Operations Strategic Planning (the "Agreement"). The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

1. **CONFIDENTIAL INFORMATION.** For purposes of this Agreement, "Confidential Information" shall include all records, files, exhibits and other documents held and/or created by The Tulalip Tribes of Washington provided to _____ for in relation to the Agreement. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indicating that such oral communication constituted Confidential Information.

2. **EXCLUSIONS FROM CONFIDENTIAL INFORMATION.** Receiving Party's obligations under this Agreement do not extend to information that is: publicly known at the time of disclosure (i.e., public court records); information learned by legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or is disclosed by Receiving Party with Disclosing Party's prior written approval.

3. **OBLIGATIONS OF RECEIVING PARTY.** Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of assisting the Tulalip Tribes consistent with the purposes of the Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately upon conclusion of the project. Any report or documents prepared by _____ per the file retention and scanning project guidelines shall not contain any identifying information of any individual.

4. **TIME PERIODS.** The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement.

5. **SEVERABILITY.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effectuate the intent of the parties.

6. **INTEGRATION.** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both parties.

7. **WAIVER.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

8. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the Tulalip Tribes. No part of this Agreement shall be considered a waiver of Tulalip Tribes' sovereignty.

Exhibit B
Nondisclosure Agreement

9. **ACKNOWLEDGMENT.** The Receiving Party acknowledges that any breach of confidentiality may result in civil liability.

10. **MISCELLANEOUS.** This Agreement and each party's obligations shall be binding on the representatives, assigns, and successors of such party. The Receiving Party acknowledges that he/she has read, understands and agrees to abide by all of the terms of this Agreement as a condition of employment. The Receiving Party also acknowledges that he/she was allowed a reasonable period of time within which to consider this Agreement, that he/she has considered this Agreement to the full extent he/she desires and that he/she freely entered into and accepted this Agreement, understanding fully all of its terms and conditions.

TULALIP TRIBES

Disclosing Party

By:

Printed Name: _____

Title: _____

Dated: _____

Receiving Party

By: _____

Printed Name: _____

Title: _____

Dated: _____

EXHIBIT C

SCOPE OF SERVICES TULALIP TRIBES COMPREHENSIVE PLAN UPDATE

1. OVERVIEW

The Tulalip Tribes seek professional planning services to update the Tulalip Comprehensive Plan into a clear, implementable, and decision-support tool that reflects Tulalip values, supports governance, and guides long-term development.

The work will be completed through a **two-phase approach**:

- **Phase 1 – Planning Framework and Project Definition**
- **Phase 2 – Comprehensive Plan Development and Adoption**

Phase 1 will be awarded as the initial contract. Phase 2 will be authorized by amendment following review and approval of Phase 1 deliverables.

2. PROJECT OBJECTIVES

The updated Comprehensive Plan must:

- Reflect Tulalip sovereignty, culture, and long-term priorities
- Be accessible and understandable to community members
- Support decision-making for capital, policy, and land use actions
- Provide clear, measurable goals and implementation actions
- Ensure continuity across changes in leadership
- Be supported by data, analysis, and best practices

3. PHASE 1 – PLANNING FRAMEWORK AND PROJECT DEFINITION

3.1 Purpose

Phase 1 is intended to **define direction, scope and data needs—not complete the plan**.

The Consultant will:

- Establish leadership-driven priorities
- Define governance and decision-making structure
- Confirm planning framework and approach
- Identify gaps in available data
- Define the full scope, team, and cost for Phase 2

Phase 1 shall remain **strategic and decision-focused**.

Detailed technical analysis, full community engagement, and plan drafting are **not included in Phase 1**.

3.2 Scope of Services

Task 1 – Project Initiation

- Conduct kickoff meetings with Planning Staff and Planning Commission
- Information gathering meetings with key departments (~10- 12)
- Information gathering with the Tulalip Tribal Federal Corporation ([Tulalip Tribal Federal Corporation](#))
- Establish project management structure and communication protocols
- Review existing materials, including:
 - Past Comprehensive Plans. Plans are hosted at [Tulalip Comprehensive Plan Update](#).

EXHIBIT C

- Draft chapters currently in development
- Relevant Tulalip plans, policies, and codes

Deliverables:

- Phase 1 Work Plan
- Project Schedule. Refer to [Tulalip Comprehensive Plan Update](#) web page for additional information.
- Communication Protocol

Task 2 – Existing Conditions and Gap Assessment

- Conduct a high-level review of:
 - Existing plan content
 - Available data and studies
- Identify:
 - Key gaps in data and analysis
 - Recommendations for additional data and studies
 - Areas requiring technical work in Phase 2
 - Chapters requiring significant rework

Deliverable:

- Existing Conditions and Gap Assessment Memorandum

Task 3 – Leadership and Governance Direction

- Facilitate structured work sessions with:
 - Planning Commission
 - Tulalip Planning Department
 - Tulalip Tribes Federal Corporation

Focus areas:

- Long-term Tulalip development priorities
- Economic development strategy
- Community development needs
- Governance expectations
- Role of the Comprehensive Plan in guiding decisions

Deliverables:

- Leadership Direction and Governance Summary
- **Defined Decision-Making Framework**, including:
 - Roles and responsibilities (Board, Planning Commission, Staff)
 - Decision flow and approval structure
 - Alignment with Tulalip codes and policies
 - Integration with capital planning and project approval processes

Task 4 – Cultural Foundations and Planning Principles

- Coordinate with cultural leadership and relevant departments
- Identify guiding principles related to:
 - Cultural preservation
 - Language and education
 - Land stewardship

EXHIBIT C

- Community identity

Deliverable:

- Cultural Planning Principles Memorandum

Task 5 – Key Issues and Opportunities

- Synthesize findings from prior tasks
- Identify major planning issues and opportunities, including:
 - Housing
 - Economic development
 - Infrastructure
 - Natural resources
 - Land use

Deliverable:

- Planning Issues and Opportunities Report

Task 6 – Comprehensive Plan Framework

- Develop recommended structure for the updated plan, including:
 - Chapter organization
 - Policy framework
 - Implementation structure
 - Relationship to Tulalip codes and decision-making processes

Deliverable:

- Draft Comprehensive Plan Framework

Task 7 – Phase 2 Scope, Team, and Cost

Prepare a detailed and actionable plan for Phase 2, including:

- Detailed scope of work
- Required technical studies
- Community engagement strategy (Phase 2 only)
- Drafting and adoption process
- Recommended consultant team structure
- **Detailed cost estimate for Phase 2**

Task 8 – Phase 2 Procurement Approach

The Consultant shall develop a recommended approach for assembling the Phase 2 team, including:

- Identification of required disciplines
- Recommended procurement strategy
- Evaluation criteria for subconsultants

All Phase 2 subconsultants shall be procured through a structured and transparent process in accordance with the Tulalip Tribes Procurement Policy and shall be subject to Tulalip review and approval.

Phase 1 Deliverables Summary

- Work Plan and Schedule
- Existing Conditions and Gap Assessment
- Leadership Direction and Governance Summary
- **Decision-Making Framework**

EXHIBIT C

- Cultural Planning Principles
- Planning Issues and Opportunities Report
- Draft Plan Framework
- Phase 2 Scope of Work
- Phase 2 Team Structure
- Phase 2 Cost Estimate
- Phase 2 Procurement Plan

Phase 1 Duration

Estimated duration: **3 to 5 months**

Phase 1 Contract

- Awarded as a **not-to-exceed fee**
- Shall include all services required to complete Phase 1 deliverables

4. PHASE 2 – COMPREHENSIVE PLAN DEVELOPMENT AND ADOPTION

4.1 Purpose

Phase 2 will complete the Comprehensive Plan based on the framework established in Phase 1.

4.2 Scope of Services

Task 1 – Technical Analysis

Perform required technical studies, which may include:

- Population and demographic projections
- Housing needs assessment
- Buildable land analysis
- Economic development analysis
- Infrastructure and utilities
- Transportation
- Environmental and climate considerations

Task 2 – Community Engagement (Full Program)

Implement a comprehensive engagement strategy, including:

- Planning Commission meetings
- Board work sessions
- Youth Council engagement
- Community events, outreach, and workshops

Task 3 – Plan Development

- Revise and update existing chapters
- Develop remaining chapters
- Ensure consistency across all plan elements

Topics may include:

- Zoning and Land Use
- Housing
- Economic Development
- Cultural Preservation
- Education and Language

EXHIBIT C

- Tribal Rights Collaboration
- Community Health and Recreation
- Natural Resources
- Transportation
- Infrastructure and Utilities
- Climate Resilience
- Subarea Planning

Task 4 – Implementation Framework

Develop a clear implementation program including:

- Action items
- Responsible departments
- Timelines
- Funding considerations

Task 5 – Drafting and Graphics

- Prepare draft and final plan documents
- Coordinate with Tulalip GIS and Graphics
- Produce maps, visuals, and summaries

Task 6 – Review and Adoption

- Support Planning Commission review
- Conduct public meetings and hearings
- Support Board adoption process

4.3 Phase 2 Deliverables

- Draft Comprehensive Plan
- Public Review Draft
- Final Comprehensive Plan
- Implementation Matrix
- GIS Mapping Products

4.4 Phase 2 Duration

Estimated duration: **10 to 14 months**

4.5 Phase 2 Authorization

Phase 2 will be authorized through contract amendment following:

- Approval of Phase 1 deliverables
- Agreement on Phase 2 scope, team, and cost

5. KEY STRUCTURAL REQUIREMENTS

- Phase 1 and Phase 2 are **distinct efforts**
- Phase 1 shall **not include community-wide engagement or full plan development**
- Community engagement shall occur **only in Phase 2**
- Phase 2 team members shall be **subject to Tulalip approval**
- Consultant procurement shall comply with **Tulalip Tribes Procurement Policy**
- Final plan must function as a **practical implementation and decision-making tool**, not solely a policy document

PROPOSAL REQUIREMENTS AND EVALUATION CRITERIA

1. COVER LETTER AND MANDATORY ATTACHMENTS

(Not Scored – Required for Responsiveness)

1.1 Cover Letter Requirements

Provide a cover letter signed by an authorized representative of the Prime Consultant that includes:

- Legal name of firm and primary contact information
- Statement confirming understanding of the RFP requirements
- Commitment to perform the work as described
- Identification of Prime Consultant and any known subconsultants
- Acknowledgment of all addenda (if issued)
- Signature of authorized representative

1.2 Mandatory Attachments

The following items are **required** and will be used to determine responsiveness:

- Completed Tulalip-required forms (as included in the RFP), which may include:
 - Non-Collusion Affidavit
 - Certification Regarding Debarment and Suspension
 - Conflict of Interest Disclosure
 - TERO Compliance Form (if applicable)
- Acknowledgment of Tulalip Procurement Policy requirements

1.3 Responsiveness Determination

Proposals will be reviewed for completeness prior to scoring.

Proposals may be deemed:

- **Responsive** – All required elements provided
- **Partially Responsive** – Minor deficiencies that do not prevent evaluation
- **Non-Responsive** – Significant omissions or failure to provide required attachments

Only **Responsive** and **Partially Responsive** proposals may proceed to scoring at the sole discretion of the Tulalip Tribes.

2. PROPOSAL FORMAT AND SCORING

Total possible score: **100 points**

Section 2 – Project Team and Key Personnel

(25 Points)

Requirements:

- Resumes of key personnel (limit 2 pages per person)
- Identification of Project Manager and key leads
- Description of each team member's role
- Availability and level of commitment

Evaluation Criteria:

- Qualifications of proposed individuals
- Relevant experience of team members (not just firm)
- Experience working with Tribes or similar governance structures
- Strength and completeness of team

Exhibit D

- Clarity of roles and responsibilities

Section 3 – Project Approach and Understanding

(20 Points)

Requirements:

- Understanding of Tulalip’s goals and context
- Approach to Phase 1 (governance, direction-setting, framework)
- Approach to Phase 2 (execution and delivery)
- Approach to developing an implementable plan
- Strategy for maintaining alignment with Tulalip leadership

Evaluation Criteria:

- Depth of understanding
- Clarity and practicality of approach
- Alignment with two-phase structure
- Focus on usability and implementation

Section 4 – Relevant Experience

(15 Points)

Requirements:

- Up to five (5) relevant project examples
- At least two (2) comprehensive plans or similar efforts
- Description of role of proposed team members
- References (name, title, contact information)

Evaluation Criteria:

- Relevance of experience
- Tribal or sovereign experience (preferred)
- Demonstrated success delivering implementable plans
- Quality of past work

Section 5 – Phase 1 Work Plan and Methodology

(10 Points)

Requirements:

- Detailed Phase 1 work plan
- Task breakdown aligned with Exhibit A
- Schedule and milestones
- Approach to developing governance and decision-making framework

Evaluation Criteria:

- Alignment with Phase 1 intent (no overreach)
- Clarity and organization
- Realistic schedule
- Focus on decision-making

Section 6 – TERO / Tulalip Tribal Participation

(10 Points)

Requirements:

- TERO certification status (if applicable)

Exhibit D

- Description of Tulalip Tribal participation efforts
- Description of Tulalip or Native firm involvement
- Approach to working within Tulalip systems

Evaluation Criteria:

- TERO status
- Meaningful participation of Tulalip Tribal or TERO firms
- Demonstrated understanding of Tulalip processes

Note:

This is a **Tulalip-specific preference**. No formal preference is provided for non-Tulalip NAOB firms.

Section 7 – Interview (Optional)

(10 Points)

Evaluation Criteria:

- Team communication
- Clarity of responses
- Understanding of project
- Ability to execute
- Compatibility with Tulalip Leadership

Section 8 – Price Proposal (Phase 1 Only)

(10 Points)

Requirements:

- Total not-to-exceed Phase 1 fee
 - Phase 1 fee shall include the cost of procurement services for Phase 2
 - Cost breakdown by Tasks listed in Phase 1 Scope of Services
- Opinion of cost for Phase 2
- Hourly rates and escalation percentages
- Estimate of reimbursable expenses
- Assumptions and exclusions
- Contract comments or requested changes - **Optional**

Evaluation Criteria:

- Reasonableness
- Alignment with scope
- Transparency

Important:

- Phase 2 pricing shall be provided as a **planning-level estimate only**
- Phase 2 pricing will **not be scored**

3. GENERAL EVALUATION NOTES

- Evaluation based on submitted materials and interviews only
- Tulalip Tribes reserve the right to:
 - Request clarifications
 - Conduct interviews
 - Reject any or all proposals
 - Waive minor irregularities

Exhibit E.1
Tulalip Tribes of Washington
Proposal Form for Strategic Planning Services

Responses to the Tulalip Tribes Request for Proposals
Tulalip Tribes Governance Strategic Planning

Company Name: _____

The Undersigned offers and agrees to provide Consulting Services for the Tulalip Tribes.

The proposer understands that any false statement may disqualify this proposal from consideration or be cause for contract termination.

The proposer certifies that it does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, financial ability, age or other non-job-related factors.

Washington UBI Number: _____ Expiration Date: _____

- | | |
|--|--|
| <input type="checkbox"/> Resident Firm | <input type="checkbox"/> Non-resident Firm |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> Other _____ | |

Has your firm ever been disqualified by a government agency from bidding or proposing on a Tribal and/or public project? _____(yes/no)

If the answer is yes, explain the circumstances, project, contracting agency and date. State the reason for disqualification and if the disqualification has ended. Use additional sheets if required.

Has your firm ever been terminated from a Tribal and/or public contract? _____(yes/no)

If the answer is yes, explain the circumstances, project, contracting agency and date. State the reason for termination. Use additional sheets if required.

Signed:

Printed Name and Title

Date

Exhibit E.2
Affidavit of Non-collusion

Firm Name:

Instructions: Please return your completed form as part of the Response submittal.

I swear (or affirm) under the penalty of perjury:

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation).
2. That the attached proposal submitted in response to the Request for Proposals has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment, or services described in the Request for Proposals, designed to limit fair and open competition.
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals.
4. That I am fully informed regarding the accuracy of the statement made in this affidavit.

Authorized Signature

Responder's firm name: _____

Print authorized representative name: _____ Title: _____

Authorized signature: _____ Date (mm/dd/yyyy): _____

Notary Public

Subscribed and sworn to before me this:

_____ day of _____, _____

Notary Public signature

Commission expires (mm/dd/yyyy)

|Exhibit E.3
Certificate of Compliance

I/we have received and reviewed the RFP and any Addenda issued by the Tulalip Tribes and this submission is our entire proposal.

Firm Name _____

Authorized Signature _____

Printed Name _____

Date _____

Addenda Received _____

Exhibit E.4
Certificate of Non-discrimination

The Tulalip Tribes is opposed to any discrimination in subcontracting. Any contractor who contracts with the Tulalip Tribes shall not discriminate against minority, women, or emerging small business enterprises in the awarding of contracts.

By signature of the authorize representative of the bidder/proposer, the bidder/proposer herby certifies to the Tulalip Tribes that this bidder/proposer has not discriminated against minority, women, or emerging small business enterprises in obtaining any subcontracts; and, further, that if awarded the contract for which this bid or proposal is submitted, shall not so discriminate.

Bidder/Proposer hereby certifies that the information provided above is true and accurate.

Proposer Company Name:		
Street Address:		
City:	State:	Zip Code:
Toll Free Telephone:	Telephone:	Fax:
Federal I.D. or Social Security No.:	E-Mail:	
Type or Print Name of Person Signing:	Title:	
Authorized Signature:		



Procurement: Certification Regarding Debarment, Suspension, and Other Responsibility Matters

- PLEASE READ INSTRUCTIONS ON NEXT PAGE BEFORE COMPLETING CERTIFICATION -

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Regulations can be found at ecfr.gov and federalregister.gov.

- 1) The prospective primary recipient certifies to the best of their knowledge and belief that it and its principals:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a (3) three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, Tribal, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Tribal, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, Tribal, or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business name

Alternative business names

List of principals

Date

Name of authorized representative

Title

Signature



Procurement: INSTRUCTIONS FOR CERTIFICATION

- 1) By signing and submitting this proposal, the prospective Authorized Representative is providing the certification set out below.
- 2) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.
- 3) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the government agency; the department or agency may terminate this transaction for cause or default.
- 4) The Authorized Representative shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the Authorized Representative learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
- 6) The Authorized Representative agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- 7) The Authorized Representative further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—SubContractors" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the sam.gov database.
- 9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the government agency; the department or agency may terminate this transaction for cause or default.