



## **TULALIP TRIBES OF WASHINGTON**

### **REQUEST FOR PROPOSALS**

## **HR Disciplinary Actions Compliance Audit**

### **RFP No. BOD 2026-HR-01**

Issued by the Tulalip Tribes Board of Directors

Tulalip, Washington

Contact: Santana Sheldon, Executive Director – Board of Directors

[ssheldon@tulaliptribes-nsn.gov](mailto:ssheldon@tulaliptribes-nsn.gov) | 6406 Marine Drive, Tulalip, WA 98271



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## 1. Introduction

The Tulalip Tribes are the successors in interest to the Snohomish, Snoqualmie, and Skykomish tribes and other signatories to the 1855 Treaty of Point Elliott and are a federally recognized sovereign Tribal government organized under the Indian Reorganization Act. Located in Snohomish County, Washington, the Tulalip Reservation serves as the permanent homeland of the Tribes, with a rich cultural heritage rooted in the Pacific Northwest.

This audit will focus exclusively on employment disciplinary actions taken from January 2024 through March 2026, with a focus on determining whether each disciplinary action was taken in line with the Tribes' Constitution and Bylaws, Codes, and the Tulalip Tribal Government Employee Handbook (the "Employee Handbook"). The Tribes specifically seeks a process that will conclude with a report detailing unbiased and independent findings paired with corrective recommendations, if needed.

This project will not include employees from the Tulalip Gaming Organization, Quil Ceda Village, Tulalip Tribal Federal Corporation, or the Tulalip Police Department.

## 2. Background

Tulalip Tribal Government has an employee workforce of approximately 1,000 individuals. These employees have a host of rights outlined in the Employee Handbook, which is updated and amended by the Tulalip Tribes Board of Directors on a yearly basis. The Employee Handbook is available online at <https://ecode360.com/49465449>.

The Tribes' Human Resources Department is responsible for implementing employee disciplinary actions in conjunction with the Chief Executive Officer and the employee's respective manager. Section VI. CORRECTIVE ACTION of the Employee Handbook outlines the procedures for implementing disciplinary actions against an employee.

## 3. 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 history of the Tulalip Tribes and the project, a qualified and committed team, and a thoughtful approach to auditing HR employment disciplinary actions in a manner reflective of Tulalip priorities.

To ensure consistency and fairness in the evaluation process, proposals shall not exceed twenty (20) pages in length, excluding a cover page and the **mandatory** attachments. Proposers are expected to follow the structure and content requirements outlined in Exhibit C – Proposal Requirements. Proposals that do not conform to the required format or fail to include all requested information may be determined non-responsive.



The proposal requirements are intentionally structured to allow the Tribes 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.

## **4. Submission Instructions**

#### **Proposal Submissions Shall Be Addressed To:**

Santana Sheldon  
Executive Director – Tulalip Tribes Board of Directors  
Tulalip Tribes of Washington  
6406 Marine Drive  
Tulalip, WA 98271

#### **Questions Regarding the RFP Shall Be Addressed To:**

Santana Sheldon  
Executive Director – Tulalip Tribes Board of Directors  
[ssheldon@tulaliptribes-nsn.gov](mailto:ssheldon@tulaliptribes-nsn.gov)

Questions regarding this RFP must be submitted in writing via email to [ssheldon@tulaliptribes-nsn.gov](mailto:ssheldon@tulaliptribes-nsn.gov) no later than the question deadline identified in the Project Schedule (Section 7). Verbal questions will not be accepted or answered. Each written question must clearly identify **the RFP section number and title to which the question pertains** (e.g., "Question re: Section 3 – Proposal Requirements"). Questions that do not reference a specific RFP section may not receive a response. Written responses to all timely-submitted questions will be distributed simultaneously to all registered proposers by email as an official addendum to this RFP and shall be incorporated into and made part of the solicitation.

Proposals must be addressed to **Santana Sheldon, Executive Director – Tulalip Tribes Board of Directors** and submitted as a single PDF document via email to [ssheldon@tulaliptribes-nsn.gov](mailto:ssheldon@tulaliptribes-nsn.gov). Proposals submitted in any other format or to any other address may be deemed non-responsive. Proposers are encouraged to confirm receipt of their submission by following up directly with Ms. Sheldon.



## 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 C – 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 the project.

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 audit in alignment with Tulalip priorities and expectations.

## 7. Project Schedule

The Tulalip Tribes intends for the project investigation to complete no later than July 31, 2026, with a final project report delivered to the Board of Directors no later than August 31, 2026. Proposers shall identify their preferred project start date, confirm the availability of key personnel, and provide an anticipated duration of the investigation.

Milestone	Date
Issue RFP	June 11, 2026
Last Day for Proposer Questions	June 18, 2026
Last Addendum Distributed	June 25, 2026
Proposal Due	July 2, 2026, 2:00 PM (Local Time)
Interviews – If used	Week of July 13, 2026
Anticipated Award Notification	~August 12, 2026
Anticipated Start Date	To be mutually determined with awarded consultant
Investigation Complete (Target)	90 days from Notice to Proceed
Draft Report Review Period	10 working day period
Final Report to Board of Directors	10 days after review period



## 8. Exhibits

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

- Exhibit A – Tulalip Tribes Professional Services Agreement
- Exhibit B – Non-Disclosure Agreement (NDA)
- Exhibit C – Proposal Requirements and Evaluation Criteria
- Exhibit D – Scope of Services
- Exhibit E – Report Matrix
- Exhibit F – Mandatory Exhibits to Proposal
  - Proposal Submission and Certification Form – 2 Pages
  - Certificate of Non-discrimination Form – 1 Page
  - Affidavit of Non-Collusion Form – 1 Page
  - Certification Regarding Debarment – 2 Pages



## THE TULALIP TRIBES

### Professional Services Agreement

This agreement is entered into this \_\_\_ day of July 2026, between the Tulalip Tribes of Washington hereinafter referred to as TULALIP and Contractor & Address,

- 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 for Contractor shall be, at the direction of the Contract Officer, as follows:

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 the Tribes shall be \_\_\_\_\_. The Contract Officer shall be responsible for directing the work of Contractor on behalf of the Tribes. 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 B**. Total payment for fees and expenses shall not exceed \$ \_\_\_\_\_. 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 Contracting Officer.

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 Contracting 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 C**. Such schedule is subject to changes pursuant to Notice from the Contract Officer to the Contractor, or as mutually agreed by the parties.

**7. WORK CHANGES:** The Contracting 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 the Tribes.

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 C**. All claims for adjustments in the schedule of completion must be submitted to Tribes 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 generally accepted standards presently maintained by other professionals engaged in the same type of work in Washington.

**9. COMPLETION/TERMINATION.** This Agreement shall remain in force until completion and acceptance of the services or until terminated hereunder. The Tribes 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 the Tribes. 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 the Tribes on any project other than the project specified in this Agreement.

**10. CONFIDENTIALITY.** The Contractor shall keep confidential all information regarding the Tribes received as a result of this performance of his duties under this Contract pursuant to a Non-Disclosure Agreement executed parallel with this Agreement.

**11. INDEMNIFICATION/HOLD HARMLESS.** The Contractor agrees to indemnify and hold harmless the Tulalip Tribes, 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 the Tribes 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 five (5) 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 proprietorship of Tribes. Contractor assigns all copyright in such materials to the Tulalip Tribes. 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 the Tribes. All data and other materials provided by the Tulalip Tribes shall be destroyed one year after satisfactory completion of this contract.

**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 professional 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 the Tribes. Contractor is and shall be responsible for and hold Tribes 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 his performance of work by obtaining all required applicable licenses, permits or other governmental authorizations necessary, if applicable, 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 his 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 Tribes' authorized representative certifies in writing that the breach is remedied. If in the sole opinion of the Contracting 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' 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:

\_\_\_\_\_

\_\_\_\_\_

**24. APPLICABLE LAW:** The parties agree that the laws of the Tribes 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 the Tribes, its subordinate entities officers, directors or employees.

**25. SOVERIGN IMMUNITY.** Nothing in this contract shall be interpreted as a waiver of the Tribes' sovereign immunity.

**Contractor:**

**Tulalip Tribes:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## TULALIP TRIBES

### Non-Disclosure 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 a audit of tribal employment disciplinary actions (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. The Receiving Party shall notify the Disclosing Party immediately if it becomes aware of any unauthorized or unlawful release, access, or distribution of the Confidential Information.

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' sovereign immunity.

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: \_\_\_\_\_

Date \_\_\_\_\_

Receiving Party: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## 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 Consultant that includes:

- Legal name of firm and primary contact information
- Statement confirming understanding of the RFP requirements including the limited scope of this engagement
- Commitment to perform the work as described and to maintain independence and objectivity as a third-party auditor
- Identification of Key Personnel assigned to the project
- Signature of authorized representative
- Attach Mandatory Attachments

#### 1.2 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 1 – 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 in reviewing, assessing, and reporting on disciplinary actions
- Availability and level of commitment for time-sensitive document review and interviews, if required



**Evaluation Criteria:**

- Qualifications of proposed individuals
- Relevant experience of team members (not just firm)
- Experience working with Indian Tribes, sovereign governments, or public-sector employment systems
- Strength and completeness of team
- Clarity of roles and responsibilities

## **Section 2 – Project Approach and Understanding (20 Points)**

**Requirements:**

- Understanding of the Tulalip Tribes' Human Resources framework, disciplinary processes, and applicable Tribal laws, policies, and Employee Handbook
- Methodology for auditing employee disciplinary actions for compliance, consistency, and procedural fairness
- Approach for coordination with designated Tribal leadership and HR representatives while preserving auditor independence

**Evaluation Criteria:**

- Depth of understanding
- Clarity and practicality of approach
- Ability to produce clear, defensible findings and recommendations related to disciplinary compliance

## **Section 3 – Relevant Experience (15 Points)**

**Requirements:**

- Up to five (5) relevant project examples
- At least two (2) audits, reviews, or investigations involving employee discipline, misconduct, or employment law compliance
- Description of role of proposed team members
- References (name, title, contact information)

**Evaluation Criteria:**

- Relevance of experience
- Tribal, sovereign, or public-sector HR and employment law experience (preferred)
- Demonstrated success delivering disciplinary or employment-practice audits with defensible findings and corrective recommendations

## **Section 4 – Tribal Knowledge and Experience (10 Points)**

**Requirements:**

- TERO or NAOB certification status (if applicable).
- Demonstrated knowledge of Indian Law, Federal Indian Employment Protections.



- Existing relationships with Tribal Human Resource Networks.

**Evaluation Criteria:**

- TERO/NAOB status
- Demonstrated understanding of applicable law.
- Demonstrated industry knowledge and participation.

**Section 5 – Interview (Optional) (10 Points)**

**Evaluation Criteria:**

- Team communication
- Clarity of responses
- Understanding of project, scope limitations, and compliance focus
- Ability to execute
- Compatibility with Tulalip Leadership

**Section 6 – Price Proposal (20 Points)**

**Requirements:**

- Total not-to-exceed fee
- Breakdown of anticipated costs by audit phase, if available.
- Hourly rates, for additional services if deemed necessary.
- Assumptions and exclusions
- Contract comments or requested changes (optional)

**Evaluation Criteria:**

- Reasonableness
- Alignment with scope limited to disciplinary actions audit
- Transparency

**3. General Evaluation Notes**

Evaluation is based on submitted materials and interviews only. The Tulalip Tribes reserve the right to:

- Request clarifications from proposers
- Conduct interviews with one or more proposers
- Reject any or all proposals
- Waive minor informalities or irregularities



## Scope of Services

### HR Disciplinary Actions Compliance Audit

The Tulalip Tribes seek an independent third-party audit of employee disciplinary actions administered by Tulalip Tribal Government between January 2024 and March 2026. The purpose of this engagement is to assess whether disciplinary actions were implemented in a manner generally consistent with applicable Tribal policies, procedures, and the Tulalip Tribal Government Employee Handbook.

This audit shall be limited to Tulalip Tribal Government departments and shall not include the Tulalip Gaming Organization, Quil Ceda Village, Tulalip Tribal Federal Corporation, or the Tulalip Police Department. A listing of Government departments may be found at; [www.tulaliptribes-nsn.gov/departments](http://www.tulaliptribes-nsn.gov/departments).

### Scope of Review

The selected Consultant shall provide an independent review of available documentation and processes related to employee disciplinary actions, which may include:

**Audit Design Plan:** Proposers shall submit an Audit Design Plan, not to exceed two (2) pages, describing their proposed methodology for reviewing disciplinary records, the sequence and timing of key audit activities, and the approach for maintaining independence while coordinating with designated Tribal staff. The Plan should identify any assumptions regarding document access, interview availability, or records volume, and explain how the Consultant will organize and present findings in a manner responsive to Tribal governance priorities.

**Review of Disciplinary Records and Supporting Documentation:** Not limited to, but includes dismissals, suspensions, demotions, performance improvement plans, and last chance agreements taken over the review period. The primary objective is to examine whether appropriate procedural safeguards under Tulalip Law were upheld in each case. Verify whether the actions over the past two years were warranted by the evidence on file and confirm if the claim remains sustainable to support progressive disciplinary measures moving forward.

**Review of HR Policies, Procedures, and Applicable Standards:** The audit will assess adherence to established procedures as outlined in the Employee Handbook and determine whether any provisions of the Handbook and Bylaws have been violated in the course of implementing disciplinary actions.

**Interviews:** With designated Human Resources personnel, Tribal leadership, supervisors, or employees, as determined necessary by the Consultant and approved by the Tribes.

**Identification of Issues:** Observed procedural due process concerns, inconsistencies, compliance deficiencies, or documentation gaps.



**Recommendations:** For process improvements or corrective actions, if warranted.

**There are no adverse parties identified at this time.**

The Consultant is not being retained to provide legal representation or formal legal opinions unless a need arises during the audit.

## Deliverables

Deliverables shall include:

**Audit Design Plan:** Provide an Audit Design Plan for approval prior to commencement of the Audit.

**Executive Summary:** A concise overview of the audit purpose, methodology, and high-level findings suitable for Board review.

**Public-Facing Summary of Findings:** A non-confidential summary appropriate for general distribution if the Board elects to share results.

**Written Findings Report:** Summarizing all observations, identified concerns, and recommendations. Each finding should be cross-referenced to the applicable policy or handbook provision. In addition, the Report should include or address:

- A one-page dashboard visual summarizing key metrics across all five categories.
- A (red/amber/green) status indicator for each metric relative to policy benchmarks.
- Statements addressing areas where the Tribes are doing well, not just areas needing correction.

**Findings Matrix:** A structured matrix of findings consistent with Exhibit E – Report Matrix, including at minimum: case-level trend data, policy compliance rates, timeliness metrics, consistency of sanctions, and risk indicators. The matrix should address corrective action priorities, ownership and time frames.

**Summary of Observed Trends:** Including any systemic or procedural issues identified across the review period, if any.

**Final Presentation:** To designated Tribal leadership and/or the Board of Directors upon completion of the report.

## Confidentiality and Independence

The Consultant shall maintain strict confidentiality of all personnel and Tribal information and shall comply with the requirements of the Tulalip Tribes Non-Disclosure Agreement (Exhibit B).

The Tribes anticipate that the review may involve approximately 200 disciplinary actions and related records. Proposers should identify reasonable assumptions regarding document volume, interviews, or access to information within their Proposal.

The Consultant shall coordinate through the designated Tribal representative but shall perform the review independently and objectively.



## Report Matrix

### HR Disciplinary Audit – Organizational Metrics

For presentation to executives or a Tribal Board, the report should focus on the following five key finding categories:

- Policy compliance
- Documentation quality
- Timeliness of investigations
- Consistency of discipline
- Legal and employee-relations risk

### Timeliness Metrics

Metric	Intended Purpose
Number of disciplinary cases in audit period	Establishes workload and trend data.
Average time to conclude a case	Measures efficiency and responsiveness.
Percentage of cases exceeding policy timelines	Often more meaningful than average duration.
Average time from complaint/report to investigation start	Identifies delays at the front end.

### Compliance & Documentation Metrics

Metric	Intended Purpose
Percentage of cases with complete documentation	Critical for defensibility.
Percentage of cases following required disciplinary procedures	Tests policy compliance.
Percentage of managers trained in disciplinary procedures	Measures organizational preparedness.
Percentage of cases with documented employee acknowledgment	Confirms receipt and understanding.
Percentage of cases reviewed by HR prior to discipline	Verifies required oversight.

### Fairness, Consistency & Risk Metrics

Metric	Why It Matters
Percentage of complaints determined to be unsupported by evidence or primarily interpersonal in nature	Identifies situations where the disciplinary process may be used to address personal disputes, workplace conflicts, or other matters more



	appropriately handled through coaching, mediation, or performance management.
Percentage of cases overturned on appeal	Indicates potential procedural or judgment issues.
Consistency of sanctions for similar misconduct	One of the most important indicators of fairness.
Number of legal disputes arising from disciplinary actions	Measures organizational risk.
Number of grievances, complaints, or EEOC/Tribal employment claims	Early warning indicator.
Percentage of cases resulting in termination	Useful for benchmarking disciplinary severity.
Repeat offenses following discipline	Measures effectiveness of corrective action.

### Tribal Statistics

Metric	Why It Matters
Tribal Member vs. non-member discipline rate differential	Identifies potential disparate treatment within the workforce and is among the most sensitive equity indicators in a Tribal government context, where the Tribe has both a legal and cultural obligation to its own membership.
Percentage of cases involving TERO protected employees or Tribal preference eligibility.	Tests whether employment preference protections are being honored in practice, not just policy — a core compliance obligation under Tribal law and a frequent source of grievances.
Cases where Tribal council, board of Directors or senior leadership involvement documented.	Assesses whether chain-of-command and independence protocols were followed, and flags cases where political or leadership pressure may have influenced disciplinary outcomes.
Percentage of cases where the employee utilized (or waived) any grievance or appeal right provided under the Employee Handbook.	Measures whether due process rights are being communicated and exercised and helps identify systemic barriers — such as fear of retaliation or lack of awareness — that may suppress legitimate appeals.



## Proposal Submission and Certification

(2 Pages)

RFP Number: **BOD 2026 - HR -1**

RFP Title: **HR Disciplinary Actions Compliance Audit**

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Washington UBI Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Resident Firm    Non-Resident Firm

Corporation    Partnership    Sole Proprietor

Joint Venture    Other \_\_\_\_\_

The Undersigned offers and agrees to provide the services described in the Request for Proposals.

**The Undersigned further certifies that:**

1. The firm has examined and understands the Request for Proposals, including all issued addenda.
2. The Proposal submitted is complete, accurate, and responsive to the requirements of the Request for Proposals.
3. All statements, qualifications, representations, and information contained in the Proposal are true and correct to the best of the firm's knowledge.
4. The firm has disclosed all actual or potential conflicts of interest that may affect its ability to perform the requested services.
5. The firm possesses, or will obtain prior to contract execution, all licenses, registrations, permits, certifications, insurance, and professional qualifications necessary to perform the work.
6. The firm agrees to comply with all applicable Tribal, federal, state, and local laws, regulations, ordinances, and codes applicable to the work.



**Addenda Received:**

Addendum No.	Dated:	Addendum No.	Dated:
_____	_____	_____	_____
Addendum No.	Dated:	Addendum No.	Dated:
_____	_____	_____	_____

No Addenda Issued

Has your firm ever been disqualified by a Tribal, federal, state, or local governmental agency from submitting a proposal or performing work?  Yes  No

If yes, attach an explanation.

Has your firm ever been terminated for default from a Tribal, federal, state, or local governmental contract?  Yes  No

If yes, attach an explanation.

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

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



### 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 hereby 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:		



## Certificate 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](http://ecfr.gov) and [federalregister.gov](http://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		



## Instructions:

- 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.