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The Tulalip Tribes of Washington

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Request for Qualifications of Proposals

**THE TULALIP TRIBES: IT'S TIME**  
**THE NEXT CHAPTER OF ECONOMIC GROWTH & RESILIENCE**  
Tulalip's Economic Development Strategic Plan

**RFP TTFC-01-26**  
**Posting June 15, 2026**  
**Questions allowed from June 16, 2026, up to July 10, 2026**

**Proposals Due: August 31, 2026**

## **INTRODUCTION**

The Tulalip Tribes Reservation, a federally recognized Indian tribe located on the Tulalip Reservation in the mid-Puget Sound region of Washington State, is seeking proposals from qualified consultants to develop an economic development strategic plan for the tribal community.

The Board of Directors of the Tulalip Tribes approved a motion to instruct the Tulalip Tribal Federal Corporation to issue a request for proposals to develop a five-year economic development strategic plan for the entire Tulalip Tribes, including, but not limited to, the Tribal Gaming Organization, Quil Ceda Village, and the Tulalip Tribal Corporation.

The proposed economic development strategic plan is multifaceted. It will feature economic development, infrastructure development, six cluster industries, financing options for large development projects, workforce development development, and broadband connectivity.

*The goal of this strategic plan is to develop strategies to support economic growth, examine the community's infrastructure capacity for future development (water, sewer, electrical, and internet connectivity), and build strong economic resiliency; thereby enabling it to adapt to external opportunities and threats. In essence, examine ways to increase Tulalip's level of self-sufficiency and sovereignty.*

*Additionally, the plan must include economic and demographic data about members of the tribal community. Understanding and being aware of the education and training attainment levels of the Tulalip population will help inform the plan's workforce development strategies. Through technical, skill-based education and training, as well as training to acquire professional certifications and occupations, the members of the Tulalip Tribes Reservation must ultimately be the beneficiaries of the community's economic development.*

## **THE TULALIP TRIBES RESERVATION**

The Tulalip Tribes Reservation was established for the use and benefit of the tribes and bands that signed the Treaty of Point Elliott on January 22, 1855. That treaty defined its boundaries and was later confirmed by an Executive Order issued by President Ulysses S. Grant on December 23, 1873. The Reservation was created to provide a permanent home for the Snohomish, Snoqualmie, Skagit, Suiattle, Samish, and Stillaguamish Tribes, along with allied bands living in the region.

The Tulalip Tribes Reservation is bordered on the east by Interstate 5 and the city of Marysville; on the south by the Snohomish River; on the north by Fire Trail Road (140th); and on the west by the waters of Puget Sound. The Tulalip Reservation encompasses approximately 22,000 acres, with more than 50 percent held in federal trust status. It is rich in natural resources, including marine waters, tidelands, freshwater creeks and lakes, wetlands, forests, and developable land.

The Tulalip Tribes Board of Directors comprises seven elected members who serve three-year terms and oversee governance and community initiatives on the reservation. The board guides tribal governance, economic development, cultural preservation, and community welfare.

## **THE TULALIP TRIBAL FEDERAL CORPORATION**

The Tulalip Tribal Federal Corporation (TTFC) is organized under Section 17 of the Indian Reorganization Act (IRA). This designates TTFC as a federally chartered, for-profit corporation owned entirely by the tribe but legally separate from the tribal government. The corporation inherits the tribe's sovereign immunity, allowing TTFC to protect core tribal assets. TTFC serves as the economic development arm of the Tulalip Tribes, focused on advancing long-term prosperity for the Tribe and its Citizens. TTFC leads diversification efforts through strategic investments, business development, and growth in non-gaming sectors. Guided by its mission to strengthen the Tribal economy, TTFC works to build a sustainable economic future through innovation, opportunity, and responsible stewardship.

## **THE ECONOMY**

The economy of Tulalip, Washington, is characterized by its retail and service economic base. The Tulalip Tribes have transformed from a nation of poverty to a significant economic force in the Pacific Northwest. The Tribe's transformation began in 1992, when it opened its doors to Washington state's first compact Tribal casino, which has since become the fourth-largest private employer in Snohomish County.

The casino profits have funded various investments, including the development of Quil Ceda Village Business Park, which offers a mix of entertainment and retail opportunities. This business park includes attractions like The Tulalip Casino, Amphitheater, and the Seattle Premium Outlets, attracting thousands of visitors annually. The Quil Ceda Village Business Park is a centerpiece of Tulalip's economic development growth. The community benefits from easy access to major employers, a readily available workforce, and a regulatory environment that supports business growth.

## **SOLICITATION OVERVIEW**

The Tulalip Tribal Federal Corporation ("the TTFC") will spearhead this initiative and assist the consultant team in fulfilling the scope of the selected proposal. The plan will be comprehensive, encompassing the community's organizations and business enterprises, including but not limited to the municipal government, the Tribal Gaming Organization, Quil Ceda Village, and the Tulalip Tribal Federal Corporation.

The community is soliciting proposals from qualified firms or teams to conduct an economic data analysis, lead stakeholder engagement, and ultimately, develop an economic development strategic plan. The successful candidate, in collaboration with staff, will draw on recommendations and work items from existing plans, conduct a robust quantitative data analysis to inform strategies, engage stakeholders through focus groups and other methods, and deliver a chapter-based five-year economic development strategic plan.

The plan will be a forward-looking strategy that identifies strengths, weaknesses, opportunities, and threats to the community's overall economic landscape. The strategy will serve as a road map for building economic resiliency while maintaining the tribe's vision, mission, and values. As part of the plan's forward-looking characteristics, it will be necessary to consider its existing infrastructure capacity (water, sewer, discharge capacity, electrical, internet connectivity, vehicle traffic on main roads, foot traffic at tribal businesses), a review of how it has funded projects in the past versus how it can be more cost-effective in financing future large-sized projects (a variety of funding instruments for large scale projects including bonds vs. syndicated short-term loans).

**It is expected that all elements of the RFP, including the economic development strategic plan, will be completed within nine months from the date of contract award.**

Tulalip's Economic Development Strategic Plan must:

- Align with the Community's Comprehensive Plan
- Reflect on current economic and market conditions and trends, using the most up-to-date quantitative data
- Use both quantitative and qualitative data to inform economic development strategies
- Identify, examine, and prioritize at least 6 cluster industries that the data supports prioritizing for the community (i.e., Agricultural development/food sovereignty, healthcare, tourism/entertainment, construction, energy/environmental resources, arts/crafts)
- Use a process that engages the Tulalip Tribal Government, the Tribal Gaming Organization, Quil Ceda Village, the Tulalip Tribal Federal Corporation, and the members of the tribal community.
- Work with the Board of Directors and staff to set a vision and mission for economic Development
- Define key performance metrics for the economic development program.

Initial strategic areas should include: business attraction and competitiveness, business retention and expansion, entrepreneurship and small business support, industry cluster development, enhancing livability, and leveraging partners. Upon completion and review, the plan will be formally adopted by the Tulalip Board of Directors.

Subcontractors:

TTFC will allow subcontracting on this work.

**Term:**

TTFC intends to enter into an agreement from September 2026 through June 2027, with no option to renew.

### Task 1: Project Management

The consultant will work closely with TTFC staff to ensure the project is executed in an integrated manner that makes the most efficient use of time and resources. The consultant will develop a suite of educational outreach materials, including content for a project website and up to five easy-to-understand materials using infographics, images, and other visually engaging techniques to convey key information about economic development.

The materials will be circulated via email, posted in public places, shared on social media, and handed out at community events. All materials and activities will be designed to direct community members to a website page for more information and to learn about future opportunities to participate.

To accomplish this, it is anticipated at a minimum, the following deliverables:

- a) Kickoff meeting with TTFC Executive Team
- b) Kickoff meeting with TTFC Commissioners
- c) Bi-weekly check-in meetings (virtual) with TTFC Executive Team Leadership

### Task 2: Data Analysis

The consultant will provide a quantitative data analysis to develop a comprehensive picture of Tulalip's economy that will help to inform strategies. The analysis should include, but is not limited to:

- a) Business/Industry Cluster Analysis
- b) Occupational data analysis
- c) Employment growth by business sector
- d) Commercial real estate analysis
- e) Small business and entrepreneurship analysis
- f) Workforce analysis, including education attainment and pipeline, labor force participation
- g) Peer community analysis

Deliverable:

The consultant is also expected to provide a comparative analysis of other communities that have similar characteristics. Report of findings with graphic illustrations and narrative.

### Task 3: Community/Stakeholder Engagement

The consultant will identify stakeholders and conduct interviews within the community and with businesses to inform the consultant's work. In addition, focus groups on specific topical areas should be conducted to inform strategic development. Additional outreach methods, including questionnaires, should also be considered. The consultant should work closely with TTFC staff to

identify stakeholders and draft questions, questionnaires, and surveys. A strategic planning process website will be produced to provide information on the process.

Deliverables:

- a) Engagement Plan with methodology and approach
- b) List of stakeholders, organizations, and contact information
- c) Kickoff meeting with Community Stakeholders and Tribal Members
- d) Presentation materials for meetings with stakeholders
- e) One or two updates to the Board of Commissioners.
- f) A project website page to inform, educate, and convey progress with the project
- g) Interview summary notes
- h) Questionnaire results and analysis
- i) Community Engagement Analysis and Findings
- j) One wrap-up meeting with community stakeholders and Tribal Members

#### Task 4: Economic Development Strategy Analysis

The consultant shall analyze proposed economic development strategies and confer with TTFC staff to assess the effort, cost, outcomes, and risks associated with potential strategies.

- a) Develop a suite of potential strategies for each identified industry cluster
- b) Evaluate outcomes and risks associated with the strategies for each industry cluster
- c) Estimated costs to implement and manage the strategies
- d) Based on Tulalip's unique situation, work with TTFC staff to evaluate who is best to partner with TTFC to implement the strategies (tribal departments, external partners, or additional consultants).

Initial strategic areas for development and analysis should include:

- a) Business attraction and competitiveness
- b) Business retention and expansion
- c) Entrepreneurship and small business support
- d) Workforce development

All strategies should be evaluated based on the lens of:

- a) Resiliency
- b) Self-Sufficiency
- c) Environmentally sustainable economy
- d) Enhancing livability
- e) Leveraging partners

Deliverables:

- a) Documentation of detailed analysis, methodology, and ranking of industry clusters

## Task 5: Final Economic Development Strategic Plan

The final report should include an executive summary, reinstatement of existing tribal vision, mission, a summary of the analysis, and a recommended strategic plan organized by topic area in chapter form. The final plan should be structured as a five-year plan that aligns, organizes, prioritizes, and sequences economic development efforts across program chapters, with short- and medium-term strategies. Longer-term strategies beyond the five years should be included for future consideration or opportunity. Additionally, the final report should define the key performance metrics for the economic development program.

Deliverables:

- a) Final report document in (editable) Microsoft Word, in addition to PDF
- b) PowerPoints for all presentations to the public and to leadership

## **SELECTION AND AWARD**

All interested parties are requested to provide a response containing all required elements herein to TTFC by the deadline. Submittals will be examined by TTFC for completeness of the proposal, responsiveness to the RFP content, overall approach, project understanding, and the qualifications and experience of the proposed team. Interviews will be scheduled for selected teams. Any subconsultants should be present at the interview.

The TTFC will review and evaluate at least two to three finalist proposals, with the intention of selecting a consultant team based on a selection criterion.

<b>Evaluation Criteria</b>	<b>Weight</b>
<b>Project Understanding &amp; Approach</b> – The Tulalip Tribes Federal Corporation is looking for innovative approaches that demonstrate leading-edge thinking and best practices. Respondents must demonstrate understanding of how to engage tribal communities, communicate complex strategies, and solicit meaningful feedback.	15
<b>Project Management Approach</b> – Consultants will develop a project-specific approach to managing and delivering the plan, including how the team plans to address challenges unique to this community. Respondents must explain how they will manage the project administratively and managerially to ensure effective implementation of this multifaceted endeavor. Recommendations put forth should be vetted, practical, and implementable.	25
<b>Relevant Experience/Work Product</b> – Provide a work sample(s) that clearly demonstrate the respondent teams' capabilities in working with small, growing, and evolving communities.	20
<b>Qualifications &amp; Capacity</b> – All team members, including the Lead Consultant and subcontractors, must demonstrate they have the talent and experience to participate effectively in such a multifaceted project. Respondents must demonstrate an experienced project management team and project lead, with effective data analysis, communication, and reporting skills	25

<p><b>Native American Owner Business Preference -</b>  A qualified Native American Owner Business (“NAOB”) preference is associated with this RFP, and/or qualified NAOB subcontractors shall meet the preference requirement of this RFP. When considering subcontractors, the lead consultant or general consultant shall use the same point preference when considering subcontractors associated with the RFP.</p>	15
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TTFC may consider the following:

- References – history of errors and omissions via reference checks
- Quality of previous performance
- Ability to meet contract deadlines
- Responsiveness to solicitation requirements
- Compliance with statutes and rules relating to contracts or services
- Organizational structure of the team and/or firm seeking to be awarded this RFP
- Technical experience, business capacity, and operational stability of proposed subconsultants

Terms and Conditions

TTFC reserves the right to amend the terms of this RFP to circulate various addenda or to withdraw the RFP at any time, regardless of how much time and effort firms may have spent on their responses. Terms of the agreement are outlined in this solicitation and include the following documents, which are incorporated herein by this reference:

- Attachment A Questions and Answers
- Attachment B: Consulting Services Agreement (boilerplate)
- Attachment C: Nondisclosure Agreement

Contracting Notice:

Upon selection of the Consultant, TTFC intends to enter into an agreement using its standard Consulting Services Agreement, which shall be used to secure these services. A copy of this document is attached as Attachment A and will be the governing document. No changes or deviations from the terms outlined in this document are permitted without the prior approval of the TTFC.

Performance Criteria

Consultant shall perform in accordance with the terms and conditions as stated herein and in accordance with the highest standards and commercial practices. Charges of poor performance/service against the Consultant shall be documented by TTFC and submitted to the Consultant for corrective action. Continued poor performance shall be deemed a breach of TTFC requirements and shall be the cause for immediate termination of services.

### Proposed Personnel

Consultant agrees to provide all professional staff necessary to perform the scope of work, including key individuals named in Consultant's proposal. These key personnel shall remain assigned for the duration of the contract, unless otherwise agreed to in writing by TTFC. In the event Consultant proposes to substitute any key personnel, the individual(s) proposed must demonstrate similar qualifications and experience as required to successfully perform such duties. TTFC shall have the sole right to determine whether key personnel proposed as substitutes are qualified to work on the project. TTFC shall not unreasonably withhold approval of staff changes.

### Insurance

Consultant must maintain insurance as outlined in the Consulting Services Agreement (Attachment A). Before performing any services, Consultant shall provide TTFC with a standard Certificate of Commercial Liability Insurance naming TTFC as an Additional Insured. The failure of TTFC to demand such a certificate or to identify a deficiency in the insurance documentation shall not be construed as a waiver of Consultant's obligation to maintain such insurance.

### Invoicing and Payment \*\*\*

Consultant may invoice TTFC no more frequently than once per month for work completed. Invoices shall contain an itemized listing of all expenses. TTFC will make payment to the Consultant within thirty (30) days after receipt and approval of said invoices. Invoices shall be delivered to:

Tulalip Tribal Federal Corporation  
Attn: Accounts Payable  
8802 27<sup>th</sup> Ave NE  
Tulalip, WA 98271  
Email: [TTFCAP@tulaliptribes-nsn.gov](mailto:TTFCAP@tulaliptribes-nsn.gov)

### Governing Law and Venue

In the event of litigation, the submittal documents, specifications, and related matters shall be governed by and construed in accordance with the laws of the Tulalip Tribes of Washington. Jurisdiction and venue of any legal proceeding relating to this RFP and resulting contractual obligation shall lie with and be in the Tulalip Tribal Court. Notwithstanding the foregoing, nothing herein or in this RFP shall constitute a waiver of TTFC's or the Tulalip Tribes Reservation's sovereign immunity or be construed as a consent to sue against the Tulalip Tribes Reservation or any other person, firm, corporation, partnership, or entity whatever or whomever.

### Questions/Inquiries

Please direct any questions concerning this RFP to TTFC's agent(s) listed below. No other TTFC official or employee is empowered to speak for TTFC with respect to this request. Information obtained from any other source shall not be binding and may disqualify your response.

James N. Graham, CEcD  
Business Development Director  
Tulalip Tribal Federal Corporation  
8825 34<sup>th</sup> Ave., NE, Suite P  
Tulalip, WA 98271  
Office Phone: 360-716-5082  
Email: [jgraham@tulaliptribes-nsn.gov](mailto:jgraham@tulaliptribes-nsn.gov)

Tanya Burns  
Interim CEO  
Tulalip Tribal Federal Corporation  
8825 34<sup>th</sup> Ave., NE, Suite P  
Tulalip, WA 98271  
Office Phone: 360-716-5083  
Email: [tburns@tulaliptribes-nsn.gov](mailto:tburns@tulaliptribes-nsn.gov)

## **PROPOSAL SUBMITTAL PROCEDURES**

TTFC must receive electronically submitted proposals no later than said date and time. Responses received after such time will be returned unopened. By submitting a proposal, respondents acknowledge their satisfaction with the size, scope, and location of the work to be performed.

All costs for developing a response to this RFP are the obligation of the respondent(s) and are not chargeable to The Tulalip Tribes Reservation nor the TTFC. The respondent(s) must bear all costs associated with the preparation of the submittal and of any oral presentation requested by TTFC.

All responses and accompanying documentation will become the property of TTFC and will not be returned. Proposals may be withdrawn at any time before the published close date, provided notification is received in writing to the TTFC agent listed below. Proposals cannot be withdrawn after the published close date.

Proposals must include all information requested and meet all specifications and requirements outlined in this RFP. The following submittals must be a part of your proposal; if any are not included, your proposal may be judged as non-responsive. A committee will evaluate the submitted proposals. During the evaluation process, the TTFC reserves the right to request additional information or clarification from firms responding to this RFP.

### Respondent's Experience/Expertise

This request for proposals represents a very comprehensive approach to addressing the economic development needs and expectations of the Tulalip Tribal Community of Washington. Only consulting teams, firms, or groups that have a multi-faceted talent base need apply. Consulting

teams comprised of civil engineers, IT experts, planners, economists, statisticians, healthcare-related professionals, entertainment & marketing professionals, municipal government operation professionals, economic development professionals and individuals familiar with and sensitive to Native American culture are encouraged to apply.

Consultants must have professional expertise in developing and managing similar economic development initiatives. Respondents must demonstrate the ability to create actionable plans rather than generic templates. They must possess proficiency in SWOT analysis, industry cluster analysis, labor market data analysis, trend analysis in commercial real estate, economic data analysis, land use analysis, economic benefit modeling, commercial real estate financing, and public infrastructure.

Consultants must provide information on their experience with analytical and comparative analyses, research capabilities, the development of economic development strategic plans, insight into development financing strategies, and organizational development review and analysis.

Further, consultants must have experience facilitating consensus among diverse groups (community stakeholders, local private businesses and associations, and interested residents). Any experience working with Native American communities to create such strategies should be described in detail.

A complete response will not exceed twelve pages and include:

1) Cover letter stating:

- a. Brief overview of firm and/or team partnership
- b. Reason for interest in the project
- c. List of services offered by the firm and/or team partnership, in accordance with the scope of work
- d. Firm's point-of-contact name, position, and contact information

2) Summary of Approach – Explain your approach to assisting the Tulalip Tribal Community in advancing its goals and priorities described in this RFP. Summarize your proposal and methodology.

- a. Describe your project management approach with respect to this project, including management, scope, schedule, and budget.
- b. Describe your and/or your team's experience in effective community engagement.
- c. Describe your or your team's experience in qualitative and quantitative research and analysis.
- c. What are the analytical tools the team would use?
- d. How will the team effectively coordinate with TTFC staff?

3) Information on team members

Identify the individual proposed principal assigned to this project and any associate(s);

- a. Resumes/vitas of the lead person(s)
  - o Technical skill credentials (proficiency in statistical software)
  - o Technical skills in data analysis

- Stakeholder Facilitation skills
  - b. Resumes/vitas of other team members, including subcontractors
  - c. Four letters of reference of the lead firm's work in managing the process of strategic economic development planning
  - d. A sample of relevant work
- 4) Project schedule and budget
- a. Include a proposed timeline for completion of each deliverable. The work schedule shall be confirmed at the time of contract negotiation.
  - b. Provide a detailed budget for the requested services, including expenses, billing rates, and expected hours from all members of the team.

### **Authorized Representative Certification**

An authorized representative of the respondent or respondents must provide a cover letter with the proposal, including their name and title, which must appear on the letter. Signing the cover letter and including it with the proposal certifies that:

- a. the person has the legal authority to do so on behalf of the development team or company,
- b. no employee, elected or appointed official of the Tulalip Tribal Community, has an interest, will or has received any remuneration of any description either directly or indirectly, in connection with the approval or performance resulting from this RFP,
- c. the statements contained in the respondents' proposal are true and complete to the best of the team's knowledge,
- d. the TTFC reserves the right to waive any minor irregularity, informality, or non-conformity with the provisions or procedures of this RFP, and to seek clarification from the respondent if required.
- e. the TTFC reserves the right to reject any proposal that fails to substantially comply with all prescribed solicitation requirements and procedures,
- f. questions regarding this project proposal must be submitted to [jgraham@tulaliptribes-nsn.gov](mailto:jgraham@tulaliptribes-nsn.gov) in writing,
- g. only questions answered by a formal written response will be binding; oral and other interpretations or clarifications will be without legal effect,
- h. respondents understand that late proposals will not be accepted,
- i. provide a statement to the effect that you understand and agree to obtain a Tulalip Tribal Business License as a requirement for performing these services, and that you understand you and/or your agents will be physically coming onto the reservation to conduct business, call on stakeholders, and others,
- j. provide a statement indicating the number of calendar days the proposal shall be valid (the minimum number of days is 60), and
- K. if chosen as the winning RFP proposal, a filled-out W-9 form will be submitted before starting the contract.

# **Attachment A**

## **RFP TTFC-01-26**

### **Questions and Answers**

The purpose of this document is to provide questions and answers regarding this RFP. The following Q&As are current as of **June 3, 2026**.

**Q1. The RFP states a 12-page limit for responses. Does that limit include the requested resumes, work samples, or elements such as front and back covers and tables of contents?**

A1. Those attachments can be in addition to the page limit

**Q2. Does the 12-page limit include the cover page, cover letter, and Appendices?**

A2. Those attachments can count toward the page limit.

**Q3. Can we provide fully burdened rates to satisfy the billing rate requirement?**

A3. Yes

**Q4. Do you require any in-person meetings or presentations? If yes, how many do you anticipate?**

A4. We prefer the Consultant to have at least 6 trips to Tulalip, Washington, in order to tour the reservation, have in-person focus group sessions, and presentations. Some meetings and other presentations can be virtual.

**Q5. What conflicts of interest does TTFC see for a bidding consultant that is leading economic development work with neighboring or nearby cities?**

A5. We would view such a situation as a conflict of interest.

**Q6. Can the consultants utilize previous engagement efforts undertaken by the Tulalip Reservation in this process?**

A6. The Consultant should draw on previous engagement efforts to inform the design of continued engagement specific to this plan.

**Q7. Is this plan informing the Comprehensive Plan, or will it be informed by the Comprehensive Plan?**

A7. Since an updated Comprehensive Plan has yet to commence, the Economic Development Strategic Plan will inform the Tulalip Reservation's Comprehensive Plan.

## ATTACHMENT B

### THE TULALIP TRIBAL FEDERAL CORPORATION PROFESSIONAL SERVICES CONTRACT

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, between the Tulalip Tribal Federal Corporation hereinafter referred to as (“TTFC”) and \_\_\_\_\_ hereinafter referred to as (“the Consultant”).

**EFFECTIVE DATE:** This contract shall be effective once executed by all parties to this contract.

**TERM:** The term of this contract shall expire on \_\_\_\_\_. This contract term may only be extended by mutual written agreement of both parties.

#### **SCOPE OF WORK:**

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

**CONTRACT OFFICER:** The Contract Officer for Tulalip shall be \_\_\_\_\_. The Contract Officer shall be responsible for directing the work of the Consultant on behalf of Tulalip. The Contract Officer shall authorize all work by the Consultant under this Contract. No payment for services or expenses shall be made to Contractor without authorization by the Contract Officer.

The work in progress will be reviewed from time to time by the Contract Officer at his discretion or at the request of the Consultant.

**FEES AND PAYMENT:** Payment for the Consultant services shall be made according to the rates and schedules outlined in Exhibit A. Total payment for fees and expenses for 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 the Consultant submitting invoices documenting all hours expended under this contract by Contractor and Contractor’s personnel. Invoices shall be subject to approval by the Contract Officer or their designee. Payment to the

Consultant shall be due not later than 30 (thirty) days after invoicing. Acceptance of final payment by the Consultant constitutes a waiver of all claims. The Consultant's fees will be payable against monthly invoices. Such invoices must provide detail of the time worked by each class of employee and the expenses incurred for which billing is made.

**SCHEDULE OF WORK:** On approval of this agreement, the Contract Officer will issue a notice to proceed with the work. Consultant 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 outlined in Exhibit A. Such a schedule is subject to changes pursuant to written Notice from the Contract Officer to the Consultant, or as mutually agreed by the parties.

**WORK CHANGES:** The Contract Officer may order changes in scope or character of the work, either decreasing or increasing the amount of Consultant's services. If such changes are ordered, the Consultant will be entitled to full compensation for all work performed before receipt of notice of change. Increased compensation for changes must be authorized in writing by Tulalip Tribal Federal Corporation.

In the event the Consultant is delayed in the performance of their services by circumstances beyond the Consultant's control, the Consultant 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 the Contract Officer by the Consultant within 3 days of the time of occurrence of the circumstances necessitating the adjustment.

The Consultant should not undertake any work beyond the scope of this agreement unless such additional work is approved in advance and in writing by the Contract Officer.

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

**COMPLETION/TERMINATION.** This Agreement shall remain in force until completion and acceptance of the services or until terminated hereunder. The TTFC 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, the Consultant 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, the Consultant shall promptly deliver to the Contract Officer all materials, documents, data, or work product produced by or in the possession of the Consultant that relate to work performed under this Contract. All work performed by the Consultant under this Contract shall be the property of the TTFC. The Consultant shall be permitted to retain copies, including reproducible copies of drawings and specifications for information, reference, and use in connection with the Consultant's endeavors. The Consultant shall not be responsible for any use of the said documents, drawings, specifications, or other materials by the TTFC on any project other than the project specified in this Agreement.

**INSURANCE.** The Consultant will maintain the following levels of insurance during the term of this Agreement. The Tulalip Tribes of Washington and the Tulalip Tribal Federal Corporation will be named as 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.

**INDEMNIFICATION/HOLD HARMLESS.** The Consultant agrees to indemnify and hold harmless The Tulalip Tribes of Washington and the Tulalip Tribal Federal Corporation 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 Consultant'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 TTFC, the Tulalip Tribes of Washington, and the Consultant, they shall be borne by each party in proportion to its negligence.

**WORK PRODUCT:** Any work product, reports, data, findings, or maps under this contract shall become the property of and remain under the sole property of TTFC. The Consultant assigns all copyright in such materials to the Tulalip Tribes of Washington. The Consultant 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 TTFC.

**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.

**INDEPENDENT CONSULTANT:** The Contractor is an independent legal entity and not an employee of Tulalip Tribes Reservation. The Consultant is and shall be responsible for and hold Tulalip Tribes Reservation and TTFC harmless from payment of all applicable taxes, fees, or other payments required to be paid to any government by the Consultant as a result of payments by TTFC to the Consultant under this contract.

**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.

**COMPLIANCE WITH APPLICABLE LAWS:** The Consultant 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.

**INDIAN / TRIBAL PREFERENCE:** The Consultant shall not discriminate against any employee or applicant for employment based on 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

**NOTICE OF LEGAL PROCEEDINGS:** The Consultant shall promptly notify the Contract Officer of any litigation arising from or affecting its operations under this contract, including any bankruptcy or insolvency proceedings of the Consultant or of its assignees or subcontractors. The Consultant shall not assign its rights under this contract without first obtaining written approval from the Contract Officer.

**LIMITATION ON LIABILITY:** The Consultant 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.

**CONFIDENTIALITY:** The Consultant shall adhere to the terms and conditions as outlined in the Tulalip Tribes Nondisclosure Agreement, Exhibit B.

**BREACH; REMEDIES:** TTFC may immediately suspend work under this contract upon delivery to the Consultant of a written notice of breach. Suspension shall continue until TTFC's authorized representative certifies in writing that the breach is remedied. If in the sole opinion of the Contract Officer, the Consultant remains in breach after seven (7) days from the notice of suspension, TTFC may terminate this contract without further notice.

Any failure by TTFC to suspend or terminate this contract in case of breach shall not waive the Consultant's duty to perform. Failure by the Consultant to perform on his part any duty, term or condition, herein shall constitute a breach. Failure of the Contract Officer and/or TTFC 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.

**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 the Tulalip Tribal Federal Corporation

For the Consultant

James N Graham, CEcD  
Contract Officer  
8825 34<sup>th</sup> Ave., NE, Suite P  
Tulalip, WA 98271

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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 the sovereign immunity of Tulalip, its subordinate entities, officers, directors, or employees.

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

Tulalip Tribal Federal Corporation:

The Consultant

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

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

## EXHIBIT C

### 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 the Receiving Party with the 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 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 the Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Disclosing Party sends the Receiving Party written notice releasing the 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 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.

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: THE DISCLOSING PARTY**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**THE CONSULTANT: THE RECEIVING PARTY**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_