



# REQUEST FOR QUALIFICATIONS AND PROPOSALS

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## **Quil Ceda School Complex**

### **Tulalip Tribes of Washington**

6406 Marine Drive  
Tulalip, WA 98271

April 3, 2026

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## **INTRODUCTION**

The Tulalip Tribes of Washington (“Tribes”) are requesting proposals from qualified firms to complete Property Condition Assessments for (5) buildings acquired from the Marysville School District located at 7520 Totem Beach Rd, Tulalip, WA 98271. The buildings have various deficiencies ranging from end-of-life MEP equipment to failing roof assemblies. The Tribes are soliciting a PCA that conforms to ASTM E2018-24 standard for each building so that future planning and construction efforts are more informed.

## **PROPOSAL REQUIREMENTS**

Proposals must be submitted electronically in PDF format. The PDF documents developed by the proposer must be OCR-enabled (searchable text). All materials must be contained within a single PDF document. See Exhibit-D for details.

### **Proposal submissions shall be addressed to:**

Rochelle James, CEO  
Tulalip Tribes of Washington  
6406 Marine Drive  
Tulalip, WA 98271

### **Point of Contact for RFP Bids & Questions:**

Andrea Daly, Project Manager  
Wenaha Group  
[AndreaD@WenahaGroup.com](mailto:AndreaD@WenahaGroup.com)  
(253) 455-3374

### **Proposal Responsibility**

All costs incurred by proposers in the preparation and submission of proposals, participation in interviews, or any other activities related to this solicitation shall be the sole responsibility of the proposer. The Tulalip Tribes reserve the right to reject any or all proposals, waive minor informalities or irregularities in proposals received, cancel or reissue this Request for Proposals at any time, and to accept the proposal determined to be most advantageous to the Tribes.

## RFP SCHEDULE

Issue RFP	April 3, 2026
<b>Mandatory Site Walk</b>	<b>April 9, 2026 at 10 AM</b>
Last Day for Questions	April 14, 2026
Proposal Due	April 17, 2026, 2:00 PM local time
Interviews	Not Anticipated
Anticipated Award	~April 24, 2026

## MANDATORY SITE VISIT

Bidders will attend a mandatory site visit on April 9<sup>th</sup> at 10 am in front of “Legacy High School” at 7204 27th Ave NE, Tulalip, WA 98271. This will be to access the (5) buildings and review scope since there is a lack of existing documents for these school buildings.



## **PROJECT SCHEDULE**

Proposers shall provide a proposed project schedule as part of their proposal that reflects their recommended approach, and overall methodology for completing the work.

## **EVALUATION PROCESS**

Proposals will be evaluated by a selection committee using the criteria contained in Exhibit D Proposal Requirements. The contract will be awarded to the responsible party whose proposal is determined to be most advantageous to the Tulalip Tribes considering qualifications, approach, and cost.

## **INTERVIEWS**

The Tribes may invite a short list of proposers to participate in interviews. Interviews may include presentation of the proposed strategic planning approach and facilitation methodology followed by questions from the selection committee.

## **CONTRACT STRUCTURE**

The selected consultant will be required to enter into a Professional Services Agreement with the Tulalip Tribes. A draft agreement is provided as Exhibit-A. Should a proposer wish to request modifications to the agreement, those proposed changes must be clearly identified and submitted with the proposal. The Tribes reserve the right to accept or reject any requested changes and to determine, in their sole discretion, whether such changes are acceptable. Failure to identify requested changes with the proposal may be interpreted as acceptance of the agreement as provided.

## **EXHIBITS**

### **Contract and Scope**

Exhibit A: Professional Services Agreement (Draft Contract)

~~Exhibit B: Not Used~~

Exhibit C: Detailed Scope of Work

Exhibit D: Proposal Requirements

~~Exhibit E, F & G: Not Used~~

### **Compliance / Certification Documents (Required Signed Attachments)**

Exhibit H: Tulalip Tribal Proposal Form

Exhibit I: Affidavit of Non-Collusion

Exhibit J: Certificate of Compliance

Exhibit K: Certificate of Non-discrimination

Exhibit L: Certificate of Debarment

**Exhibit A  
Contract**

**THE TULALIP TRIBES  
PROFESSIONAL SERVICES CONTRACT**

**Project #**

**Project Name:** \_\_\_\_\_

This agreement is entered into this \_\_\_ day of \_\_\_\_\_, 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 for Contractor shall be, at the direction of the Contract Officer, as follows:

Contractor will be the

\_\_\_\_\_

\_\_\_\_\_

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.

## **Exhibit A**

### **Contract**

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. Schedule of work shall be reviewed and approved by the Contracting Office. 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. 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

## Exhibit A Contract

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. INSURANCE.** Contractor will maintain the following levels of insurance during the term of this Agreement. The Tribes 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 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 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 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.

**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 the Tribes. Contractor is and shall be responsible for and hold Tribes harmless from payment of all applicable

## **Exhibit A Contract**

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 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.

**Exhibit A  
Contract**

**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 the Tribes:**

The Tulalip Tribes of Washington  
ATTN:

6406 Marine Drive  
Tulalip, WA 98271

**For the Contractor:**

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

**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.

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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.

**Attest:**

**Contractor:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

**Tulalip Tribes Contract Officer:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

**Tulalip Tribes Board Chair**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

## EXHIBIT C

### DETAILED SCOPE OF SERVICES

Consultant shall perform a Property Condition Assessment (PCA) for a multi-building school campus in general accordance with ASTM E2018-24 – Standard Guide for Property Condition Assessments. The PCA shall consist of non-invasive, visual observations of readily accessible areas and systems, supported by review of available documentation. The PCA will identify Physical Deficiencies, assign priority classifications, and provide Opinions of Probable Costs (OPC) to remedy such deficiencies, consistent with ASTM E2018 terminology, to support the Tribes' capital planning, budgeting, and funding decisions.

All services shall be performed in general accordance with ASTM E2018-24, including applicable definitions, field observation practices, documentation, and reporting conventions. The Consultant shall prepare a separate PCA report for each building. In addition, the Consultant shall provide a consolidated summary report that compiles key findings across all buildings, including identified Physical Deficiencies, priority classifications, estimated remaining useful life (RUL) where applicable, and Opinions of Probable Costs (OPC) to support campus-wide planning.

#### **ASTM E2018 Methodology and Execution (Required)**

Proposers shall clearly describe their methodology for performing the Property Condition Assessment in general accordance with ASTM E2018-24. Responses shall not be generic and must demonstrate how the proposer's process aligns with ASTM definitions, practices, and reporting expectations.

At a minimum, the proposal shall include the following:

#### **1. Overall PCA Approach (ASTM Alignment)**

- Describe the firm's standard PCA process and how it aligns with ASTM E2018-24
- Identify any deviations, enhancements, or limitations relative to ASTM E2018
- Confirm that the assessment will be:
  - Non-invasive and non-destructive
  - Based on visual observations of readily accessible systems
  - Supported by review of available documentation

#### **2. Field Observation Methodology**

- Describe how field observations will be conducted
- Review the following scope for observations:
  - Foundations and structural elements

## EXHIBIT C

### DETAILED SCOPE OF SERVICES

- Building envelope (roofing, walls, windows, doors)
- Interior construction and finishes
- Mechanical (HVAC) systems
- Electrical systems
- Plumbing systems
- Fire protection and life-safety systems (observational only)
- Interior elements including restrooms
- Vertical transportation (if present)
- Site utilities and improvements serving the buildings including but not limited to:
  - Parking areas and paving
  - Fencing and gates
  - Lighting
  - Landscape and drainage
- Level of effort (staffing, time on site, number of personnel)
- Approach to representative sampling
- Explain how the team will ensure consistency across multiple buildings
- Describe tools or technology used for documentation (field notes, software, photo capture)

#### **3. Identification of Physical Deficiencies**

- Describe the methodology for identifying and documenting Physical Deficiencies as defined by ASTM E2018
- Explain how deficiencies will be:
  - Categorized (deferred maintenance, failure, safety, obsolescence)
  - Evaluated for risk and consequence
- Describe how the team will identify:
  - High-risk conditions

## **EXHIBIT C**

### **DETAILED SCOPE OF SERVICES**

- **Deficiencies associated with deferred or inadequate maintenance**

#### **4. Remaining Useful Life (RUL)**

- Describe the methodology used to estimate Remaining Useful Life (RUL)
- Identify:
  - Data sources (industry standards, experience, observed condition)
  - Assumptions applied
- Explain how RUL will be used to support capital planning

#### **5. Opinions of Probable Costs (OPC)**

- Describe the methodology for developing Opinions of Probable Costs (OPC), including:
  - Basis of pricing (cost databases, recent projects, internal data)
  - Level of detail provided
  - Assumptions and exclusions
- Identify expected accuracy range
- Explain how OPC will support:
  - Capital planning
  - Evaluation of major cost drivers impacting property value

#### **6. Priority Classification and Risk Framework**

- Describe how deficiencies will be prioritized
- Explain how prioritization will account for:
  - Life-safety risk
  - Likelihood of failure
  - Cost exposure
- Provide example criteria or decision framework

#### **7. Code and Accessibility Observations**

- Describe how the team will identify readily observable code and accessibility (ADA) issues

## EXHIBIT C

### DETAILED SCOPE OF SERVICES

- Confirm understanding that:
  - This is not a comprehensive code or ADA compliance review
- Explain how significant issues will be documented and communicated

#### 8. Maintenance and Condition Assessment

- Describe how the team will evaluate overall maintenance condition
- Explain how observations and limited document review will be used to:
  - Identify patterns of maintenance or deferred maintenance
  - Assess potential impact on building condition and value

#### 9. Reporting and Deliverables

- Provide a description of deliverables, including:
  - Report structure
  - Deficiency tables
  - Integration of RUL and OPC
- Include sample reports or excerpts
- Describe how information will be organized to support:
  - Capital planning
  - Comparison across multiple buildings

#### 10. FEE Structure

- Lumps Sum for project
- Breakdown by building
- Hourly rate schedule by role.
- Confirm fee is valid for 90 days
- Assumed level of effort in labor hours
- Estimate of reimbursable expenses.

## **EXHIBIT D**

### **Proposal Requirements and Evaluation Criteria**

#### **Proposal Evaluation Criteria and Selection Process**

Proposals submitted in response to this Request for Proposals will be evaluated by a Selection Committee appointed by the Tulalip Tribes. The contract will be awarded to the proposer whose proposal is determined to be most advantageous to the Tribes, considering qualifications, technical approach and cost.

The Tribes reserve the right to request clarification of proposals, request additional information from proposers, conduct reference checks, and conduct interviews with selected firms as part of the evaluation process.

#### **Evaluation Process**

##### **Stage 1 – Written Proposal Evaluation**

The Selection Committee will review and score written proposals based on the criteria described in this Exhibit. Following this evaluation, the Committee may establish a short list of the highest-ranked firms.

##### **Stage 2 – Interviews (Optional, Not Anticipated)**

Short-listed firms may be invited to participate in interviews or workshop presentations with the Selection Committee and Tribal leadership. Interview scores will be combined with written proposal scores to determine the final ranking of firms.

#### **Minimum Qualifications**

To be considered responsive, proposers must demonstrate the following minimum qualifications:

- Experience leading property or building conditional analyses.
- Identification of a qualified project lead and assessment team who will be directly responsible for conducting the work described in this RFP.

The Tribes reserve the right to determine whether a proposer meets the minimum qualifications described above. Proposals determined not to meet these minimum qualifications may be deemed non-responsive and removed from further evaluation.

## **EXHIBIT D**

### **Proposal Requirements and Evaluation Criteria**

#### **Proposal Organization**

Proposals shall be organized in the order described below to facilitate consistent evaluation by the Selection Committee.

Proposals must be submitted in PDF format with OCR enabled so that text is searchable.

#### **Proposal Length**

The proposal narrative should not exceed ten (10) pages, excluding only the following items:

- Cover Letter
- Required Certifications and Forms
- Mandatory Exhibits

All other proposal materials, including resumes, project examples, schedules, and cost proposals must be included within the 10-page limit.

Proposers are encouraged to present information clearly and concisely.

#### **1. Cover Letter Mandatory – Not Scored**

The proposal must include a cover letter signed by an authorized representative of the proposing firm. The cover letter should include:

- Name and address of the proposing firm
- Name, title, phone number, and email of the primary contact
- Identification of the proposed prime consultant and any subconsultants
- A statement confirming the proposer's ability to perform the work described in this RFP
- A statement confirming the proposal will remain valid for 90 days

Failure to include a signed cover letter may result in the proposal being deemed non-responsive.

#### **2. Firm Qualification & Project Team - Maximum Points: 30**

Provide a description of the proposing firm and any team members participating in the project.

- Overview of the firm or consulting team

## **EXHIBIT D**

### **Proposal Requirements and Evaluation Criteria**

- Organizational chart for the proposed team
- Experience conducting property or building condition assessments
- Roles and responsibilities of key personnel
- Experience managing multidisciplinary consultant teams (if applicable)
- Examples of similar projects completed within the past five (5) years

#### **Evaluation Considerations**

- Experience in government or Tribal projects
- Successful delivery of similar assessments

The Tribes consider the specific individuals assigned to the project to be critical to the success of the planning effort.

#### **3. Technical Approach and Methodology - Maximum Points: 30**

Describe the proposed methodology for conducting property or building condition assessment. Include:

- Overall planning methodology
- Approach to conducting organizational assessments
- Approach to identifying priorities and measurable objectives

#### **Evaluation Considerations**

- A clear and comprehensive deliverable
- Practical methods for quantify and qualifying findings

#### **4. Proposed Project Schedule and Work Plan - Maximum Points: 10**

Provide a proposed schedule and work plan describing how the planning effort will be completed. Include:

- Estimated duration of each phase and each building
- Deliverables associated with each phase and each building

#### **Evaluation Considerations**

- A realistic and well-organized project schedule

## **EXHIBIT D**

### **Proposal Requirements and Evaluation Criteria**

- Logical sequencing
- Clear identification of deliverables

#### **5. Cost Proposal - Maximum Points: 30**

Provide a cost proposal describing the total cost to complete the scope of services. Include:

- Total project cost
- Fee structure
- Level of effort for key personnel
- Identification and estimate of reimbursable expenses

Lower cost proposals will not automatically receive higher scores. Cost will be evaluated based on overall value and alignment with the proposed scope of work.

#### **6. Required Certifications and Forms - Mandatory – Not Scored**

The proposal must include completed and signed copies of the following forms included in this RFP:

- Exhibit H: Tulalip Tribal Proposal Form
- Exhibit I: Affidavit of Non-Collusion
- Exhibit J: Certificate of Compliance
- Exhibit K: Certificate of Non-discrimination
- Exhibit L: Certificate of Debarment

Failure to submit required certifications may result in the proposal being deemed non-responsive.

Exhibit H  
Tulalip Tribes of Washington  
Proposal Form for

Responses to the Tulalip Tribes Request for Proposals

**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.

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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.

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Signed:

\_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

Exhibit I  
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**

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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 J  
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 K**  
**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:		



**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](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.

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Business name

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Alternative business names

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List of principals

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Date

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Name of authorized representative

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Title

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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.