

The Tulalip Tribes of Washington



Request for Proposal for: Engineering, Design, Environmental Review, Construction, and Construction Management of the Tulalip Tribes Fiber to the Premise Project

Project Dates, March 1st, 2025, to February 28, 2029

RFP No. Salish Networks 2026-001

Issue Date: January 5, 2026

Submittals Due: January 30, 2026, at 2 p.m. PST

Table of Contents

A. Summary 4

 A.1 Services5

 A.2 Contract Type6

 A.3 Price6

 A.4 Method of Payment6

 A.5 Period of Service6

 A.6 Issuing Office.....6

 A.7 Schedule of RFP Events6

 A.8 Submission Date7

 A.10 Proposal Submission.....7

 A.11 Submittal of Questions7

 A.12 Cost of RFP and Associated Responses.....7

B. The Project 7

C. Proposals 9

 C.1 Cover Letter (2 pages maximum)9

 C.2 Similar Project Experience (10 pages maximum).....9

 C.3 Project Proposal (No page limit)Error! Bookmark not defined.

 C.4 Project Cost10

 C.5 Project Scoring.....10

D. Contract Clauses 12

 D.1 Clauses Incorporated by Reference.....12

 D.2 Application and Governing Law12

 D.3 Definitions.....12

 D.4 Proposals Not Available For Public Inspection At The Opening13

 D.5 Protest of Specifications or Contract Terms13

 D.6 Signature on Proposal13

 D.7 Proposal Withdrawals13

 D.8 Erasures and Correction.....14

 D.9 Late Proposals.....14

 D.10 Ownership of Proposal Documents14

 D.11 Investigation of References14

 D.12 Intent to Award Notice.....14

D.13 Protest of Award.....	15
D.14 Prior Acceptance of Defective Proposals	15
D.15 Notice of Award	15
D.16 Commencement of Work	15
D.17 Headings	15
D.18 Proposer Certifications	15
D.19 Disclosure of Conflict of Interest	16
D.20 Proposal Security.....	16
D.21 Performance Bond and Payment Bond	16
D.22 Warranty of the Work	17
D.23 Method of Award	17
D.24 Contract Provisions Binding	17
D.25 Contractor's Proposal Incorporated into Contract	17
D.26 Amendments.....	17
D.27 No Oral Agreements.....	17
D.28 Authority to Bind the Tulalip Tribes.....	17
D.29 Responsibility for Damages/Hold Harmless.....	18
D.30 Hazard Communication	18
D.31 Contact Person	18
D.32 Security of Documents and Property.....	18
D.33 Silence of Specification	18
D.34 Liquidated Damages	18
D.35 Project Schedule	18
D.36 Progress Payments	19
D.37 Final Payment.....	19
D.38 Review and Acceptance.....	19
D.39 Access to Records	19
D.40 Civil Rights.....	20
D.41 Preference in Contracting for Goods and Services	21
E. Verification of Responsibility	22
F. Confidentiality Agreement.....	23
Appendix A – Signature Form	24

A. Summary

Salish Networks

These documents constitute a Request for Proposal (RFP) from prospective companies for the engineering, design environmental review, construction and construction management of the Tulalip Tribes Fiber to the Premise Project.

The purpose and intent of the RFP is for the Tulalip Tribes of Washington to identify the “best value” proposer for the Tulalip Tribes Fiber to the Premise Project. The Tulalip Tribes will issue a negotiated contract as a result of these efforts.

Project Number: SN2026-001
Project Name: Tulalip Tribes' Fiber to the Premise Project
Project Location: Tulalip, Washington
Project Owner: The Tulalip Tribes of Washington
Project Representative: Michael Handy
Salish Networks
2601 88th ST NE
Tulalip, WA 98271

E-mail: mhandy@salishnetworks.com

This RFP invites telecom engineering and construction companies to submit qualifications and design concepts for the first phase of the selection process, along with a project budget and price proposal for the proposed design concept. Interviews may be conducted with Finalists to review the Team's qualifications, concepts, and budget. Our intent is to select the winning team based on a “best value” and “best qualified” assessment.

Teams must have an established record of performance in the delivery of Fiber to the Premise Build Projects on similar scaled projects and demonstrate commitment to the successful completion of the project. Lead firms are encouraged to assemble a full team of sub-consultants sufficient to provide expertise required for the successful completion of the project.

Submitters shall label their Proposals “Tulalip Tribes Fiber to the Premise Project; Project Requirements Details” and email them to Michael Handy mhandy@salishnetworks.com on January 30, 2026 by 2 PM (PST). Final selection of a proposal and award of a contract is subject to approval by the Tulalip Tribes of Washington. The Tulalip Tribes reserves the right to cancel the RFP or to reject any or all Proposals if it is in the Tulalip Tribes' interest to do so. The Tulalip Tribes may waive minor informalities contained in any Proposal.

All questions concerning this RFP are to be submitted in writing (via email) to Michael Handy mhandy@salishnetworks.com (see [Section A.6](#)).

A.1 Services

The winning bidder shall provide fiber to the premises for an estimated 669 homes on the Tulalip Tribes reservation in Tulalip, Washington.

A.2 Contract Type

This is a negotiated Contract for a Tulalip Tribes Fiber to the Premise Project. The selected company will be based on qualifications, price and an interview.

A.3 Price

Proposed bidders shall submit a price proposal as part of their response to this RFP. The Tulalip Tribes may choose to make award to the successful Proposer at the proposed price or may elect to enter discussions with a Proposer to arrive at a price.

A.4 Method of Payment

Progress payments shall be made for work in progress related to a schedule of values and milestone achievement. Advance payments may be authorized.

A.5 Period of Service

The winning bidder shall commence work within 10 days of contract award or notice to proceed, whichever is later. Total contract phases shall be complete no later than February 28, 2029.

A.6 Issuing Office

Salish Networks, an Internet Service Provider owned by Tulalip Tribes, is the issuing office for this Request for Proposal. Salish Networks is the sole point of contact for this RFP. Point of Contact for this RFP is:

Salish Networks
ATTN: Michael Handy
E-mail: mhandy@salishnetworks.com

Any questions should be addressed to the Point of Contact by email. Questions shall be compiled, and formal answers published as an addendum to this solicitation. No addendum is effective unless it is formally published by Salish Networks.

A.7 Schedule of RFP Events

RFP Document Availability Date	January 5, 2026
Last Date for Questions	January 19, 2026

Closing Date for Submissions	January 30, 2026 at 2 p.m. PST
Notification of Short-List (Finalists for interview)	February 9, 2026
Tentative Week for interviews	February 16, 2026
Notice of Intent to Award	February 27, 2026

A.8 Submission Date

Proposals are due no later than Friday, January 30, 2026, at 2 pm PST.

A.9 Place of Submission of Proposals

Completed proposals shall be submitted through email to mhandy@salishnetworks.com

A.10 Proposal Submission

Proposals shall be submitted in the form as outlined in [Section C](#). Proposals submitted in a format other than specified will be considered nonresponsive and will not be considered.

A.11 Submittal of Questions

Questions may be submitted to the attention of Michael Handy. The questions will be answered individually through email and posted as an addendum to this RFP.

A.12 Cost of RFP and Associated Responses

Except as outlined in this section, this RFP does not commit the Tulalip Tribes to paying any expenses incurred by any Firm in the submission or presentation of a proposal, or in making the necessary studies for the preparation of a proposal.

B. The Project

B. 1 Project Overview and Scope

Salish Networks

Tulalip Tribes in collaboration with Salish Networks is soliciting proposals for potential engineering and construction partners design and construct Fiber-to-the Premises (FTTP) system will serve 669 unserved residences with broadband communications that will include voice and high-speed internet, capable of at least 1 gig symmetrical speeds on the Tulalip Reservation in Washington. The Tulalip Tribes Fiber to the Premise Project will have an estimated 43 miles of fiber (aerial and underground) and will serve an estimated 669 homes. The project is funded by a grant from the National Telecommunications and Information Administration's Tribal Broadband Connectivity Program.

Construction must be completed by February 28, 2029.

- The selected firm will provide the following integrated services:
Engineering and Design:
Develop project charter, project plan and key projected milestones.
- Low-level design and engineering in the six unserved communities within the Tulalip Reservation of Stimson Crossing, Kayak, Tulare, Turk and West Marine. This includes GIS mapping fiber routes, confirming aerial and underground fiber placement, and addressing geographical challenges to proposed routes.
- Perform environmental, historical and cultural resource reviews in collaboration with Tulalip Tribes Cultural Resources Office, National Telecommunications and Information Administration and the state of Washington where applicable.

The selected Design Build Contractor will be responsible for providing complete as-built documentation upon project completion.

Required shall include:

- Shapefiles (.shp) compatible with GIS systems, accurately reflecting installed fiber routes, vaults, splice points, and other key infrastructure
- Computer Aided Design (CAD) files showing final construction details
- DWG file format versions of all engineered drawings

All documentation must reflect actual field conditions and any deviations from the approved design. These as-builts are essential for recordkeeping, operations, and long-term network asset management, and will be a mandatory requirement for project closeout. Coordinate pole attachment applications and right-of-way approvals as needed.

Construction:

- Procure and install all required fiber (underground and aerial), vaults, handholes, and drops to premises.
- Perform fiber splicing, testing, and OTDR validation to ensure performance standards.
- Manage construction crews and subcontractors in compliance with all TERO and safety requirements.
Implement quality assurance/quality control protocols.

Construction Management:

Salish Networks

- Submit monthly progress and budget reports to Salish Networks.
- Coordinate inspections, testing, and closeout documentation.
- Maintain accurate as-built records and GIS updates.

Provide all Plans, Specifications and Estimate documents including basemaps in GIS and PDF, final plots and construction drawings, mylar plan sets stamped and signed, final bill of materials and cost estimates, CAD format or similar drawing files if necessary.

Provide a detailed estimated budget for engineering, design and construction.

The Tulalip Tribes reserves the right to request additional services for future phases depending on the results of the SOW listed above. Fees for additional services are not required with the proposal, nor will they be included in the evaluations or selection.

- This project is subject to the Buy America Build America Act. See the document *DOC NTIA BABA Nonavailability Waiver TBCP* included in this packet.

C. Proposals

The response to the RFP must include:

C.1 Cover Letter (2 pages maximum)

Provide a signed cover letter from an authorized officer or director of the submitter.

C.2 Similar Project Experience (10 pages maximum)

Include specific project citations with dates of completion and owner/ reference name and phone number. Projects should be both recent and relevant. Photographs of projects may be excluded from the page limit. The proposal should address:

- ☐ Experience with engineering, design and construction of previous Fiber to the Premise Projects.
- ☐ Experience in meeting federal grant guidelines on broadband engineering and construction projects.
- ☐ Experience with the National Historic Preservation Act Section 106, National Environmental Policy Act (NEPA) and the completion of environmental, historical and cultural resource reviews associated with federally funded projects.
- ☐ Experience in oversight, project objectives and schedule adherence.
- ☐ Experience in keeping within budget.

- ☐ Knowledge of applicable Tribal, Federal and local laws, ordinances and regulations.
- ☐ Qualifications of proposed staff including education and previous work experience.
- ☐ Experience with Construction Project Management.
- ☐ Please also include your experience working with Tribes and Native Owned Business Status.

C.3 Project Proposal (no page limit)

Please provide a comprehensive plan for engineering, design, environmental review and construction of fiber to approximately 669 homes on the Tulalip Tribes reservation. GIS maps are available upon request from Michael Handy mhandy@salishnetworks.com.

C.4 Project Cost

Please provide an estimated cost proposal including engineering, environmental, project management and construction costs. When preparing the cost proposal, the proposer should prepare the proposal such that costs for each area are segregated and understandable.

C.5 Proposal Scoring

Proposals will be scored according to the following formula:

SPECIFICATIONS	MAXIMUM POINTS
Cover Letter	0
Qualifications and expertise of the organization	50
a. Engineering, design and construction of previous Fiber to the Premise projects	
b. Ability to complete projects within grant mandated deadline	
Qualifications of proposed staff:	20
a. Education and previous work experience	
Native Owned Business Status	30

Salish Networks

Proposed project approach	80
Proposed estimated cost based on Scope of Work items	15
References	5
TOTAL	200

All the information listed above (lines C.1 through C.5) will be scored, and the score will be used as the basis to select a shortlist of Finalists. Once a list of Finalists has been determined, firms will be contacted for a virtual interview with the selection committee.

D. Contract Clauses

D.1 Clauses Incorporated by Reference

The following contract clauses are hereby incorporated by reference. Clauses incorporated by reference are considered to be incorporated into the contract as if written in full. Where a conflict exists between this document and referenced incorporated documents, the more stringent standard shall govern.

D.2 Application and Governing Law

1. The parties to the Contract shall comply with all applicable Tribal, federal, state and local codes, statutes, ordinances and regulations in the performance of the Work of the Project.
2. The Tribal Court of the Tulalip Tribes of Washington shall have exclusive jurisdiction over any action or proceeding for any injunction or declaratory judgment concerning any agreement or performance under the Contract Documents or in connection with the Project. Any such action or proceeding arising out of or related in any way to the Contract or performance there under shall be brought only in the Tribal Court of the Tulalip Tribes of Washington and the Contractor irrevocably consents to such jurisdiction and venue. The Contract shall be governed by the law of the Tulalip Tribes.
3. The Tribal Court of the Tulalip Tribes of Washington shall be the exclusive jurisdiction for any action or proceeding for any injunction or declaratory judgment concerning any agreement or performance under the Contract Documents or in connection with the Project. The Tribal Court of the Tulalip Tribes of Washington shall be the exclusive jurisdiction for any action or proceeding by the Contractor for any money damages concerning any agreement or performance under the Contract Documents or in connection with the Project.
4. Other rights and responsibilities of the Contractor and the Tulalip Tribes of Washington are set forth throughout the Contract Documents and are included under different titles, articles and paragraphs for convenience.
5. The Tulalip Tribes of Washington, may maintain an action in its own name for violations of any law relating to the Project or for any injury to persons or property pertaining to the Work, or for any other cause which is necessary in the performance of the Tulalip Tribes of Washington's duties.
6. Nothing in this Contract, or any action taken by the Tulalip Tribes of Washington or any of its agents or employees in connection with this Contract shall be deemed to be a waiver of the sovereign immunity of the Tulalip Tribes of Washington unless such waiver is explicit and in writing, and fully complies with all tribal and federal requirements for the waiver of such immunity.

D.3 Definitions

"Contractor" means a successful Proposer with whom the Tulalip Tribes of Washington has entered into a Contract for the performance of Work on the Project in cooperation with other Contractors and persons and in accordance with the Contract Documents.

“Tulalip Tribes” see Tulalip Tribes of Washington.

“Tulalip Tribes of Washington” means the Owner or entity for whom the Project is being performed.

“Days” if not preceded by any other designation means calendar days including weekdays, weekends and holidays, unless otherwise expressly specified to mean a “working” or “business” day. “Working Days” are designated as the days that work is done or can be done on the project. “Business Days” means Monday through Friday excluding Tulalip Tribes holidays.

“Recipient” means the Tulalip Tribes of Washington.

“Proposer”, “Contractor”, and “Bidder” are used interchangeably.

D.4 Proposals Not Available For Public Inspection At The Opening

Only the names of the proposers shall be disclosed at the opening. Proposals will not be required to be open for public inspection until after the notice of intent to award a contract is issued.

D.5 Protest of Specifications or Contract Terms

A proposer who believes proposal specifications are unnecessarily restrictive or limit competition may submit a protest, in writing, to the Tulalip Tribes. To be considered, protests shall be received at least five (5) calendar days before the proposal closing date.

The right to protest proposal specifications and/or contract terms is provided as a provision for "checks and balances" on the RFP. The Tulalip Tribes shall promptly respond to each written protest, and where appropriate, issue all revisions, substitutions, or clarifications via addendum(s).

Protest of technical or contractual requirements shall include the reason for protest, supported by documented factual information, and any proposed changes to the requirement.

D.6 Signature on Proposal

Proposals shall be signed in ink by an authorized representative of the proposer. Signature on a proposal certifies that the proposal is made without connection with any person, firm or corporation making a proposal for the same goods and/or services and is in all respects fair and made without collusion or fraud. Signature on a proposal also certifies that the proposer has read, fully understands and agrees with all proposal specifications, terms and conditions. No consideration will be given to any claim resulting from proposing without fully comprehending all requirements of the Request for Proposal.

Proposers shall only enter information within the proposal document where it is requested or required. Proposers shall not make any alterations to the Request for Proposal. Any proposal that has been altered may be rejected.

D.7 Proposal Withdrawals

No proposer may withdraw a proposal after the deadline set for proposal closing unless award is delayed for a period exceeding thirty (30) days.

D.8 Erasures and Correction

The RFP response must not contain any erasures or corrections unless the Proposer initials each change.

D.9 Late Proposals

Any proposal received after the hour and date specified will not be considered and will be returned unopened. It is the sole responsibility of the offering Proposer or Contractor to ensure receipt of proposals by the Tulalip Tribes in the specific location designated by the specified time.

D.10 Ownership of Proposal Documents

All submittals and their parts or other material submitted to the Tulalip Tribes from the Proposer shall become the sole and exclusive property of the Tulalip Tribes, in the public and private domain, and not the property of the Proposer. The Proposer shall not copyright, or cause to be copyrighted, any portion of any of said documents submitted to the Tulalip Tribes as a result of this solicitation.

D.11 Investigation of References

The Tulalip Tribes reserves the right to investigate the references and the past performance of any proposer with respect to its successful performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. The Tulalip Tribes may postpone the award or execution of the contract after the announcement of the apparent successful proposer in order to complete its investigation. The Tulalip Tribes reserves the right to reject any proposal response or to reject all proposal responses at any time prior to the Tulalip Tribes' execution of contract, upon good cause and upon the Tulalip Tribes finding that it is in the Tribes' interest.

D.12 Intent to Award Notice

The Tulalip Tribes reserves the right to announce the Intent to Award prior to the formal award by a Proposal Tabulation Sheet by faxing or mailing the Proposal Tabulation Sheet to all Proposers. This shall serve as a notice to all Proposers of the Tulalip Tribes' intent to make the

award to offer whose proposal represents the best value to the Tulalip Tribes. Proposers shall have five (5) business days within which they can view the proposal file(s) by appointment or request any clarifications, etc. concerning the award(s). After the expiration of this five (5) day period, the Tulalip Tribes shall proceed with the formal award of the contract(s).

D.13 Protest of Award

Proposers shall have five (5) business days, after the Tulalip Tribes announces their intent to award, within which to file a written protest. The protest must specify the grounds upon which the protest is based. The Tulalip Tribes will not accept protests submitted more than five (5) business days after the intent to award notice.

D.14 Prior Acceptance of Defective Proposals

Due to limited resources, the Tulalip Tribes generally will not completely review or analyze any proposal response which on its face fails to comply with the requirements of the proposal documents or which clearly is not the best proposal, nor will the Tulalip Tribes generally investigate the references or qualifications of those who submit such proposal responses. Therefore, neither the return of a proposal response, nor acknowledgment that the selection is complete shall operate as a representation by the Tulalip Tribes that a response was complete, sufficient, or lawful in any respect.

D.15 Notice of Award

After expiration of the five (5) business day period and resolution of all protests, the Tulalip Tribes will proceed with final award. The successful proposer(s) will be given a notice of award following authorization by the Quil Ceda Village General Manager.

D.16 Commencement of Work

Contractor shall commence no work under this contract until all necessary agreements, as approved by legal review by a tribal attorney, as required in [Section D](#), have been provided and a Notice to Proceed has been issued by the Tulalip Tribes.

D.17 Headings

The section headings in this Contract are included for convenience only; they do not give full notice of any portion of the terms of this Contract and are not relevant to the interpretation of any provision of this Contract.

D.18 Proposer Certifications

In addition to the representations and certifications required elsewhere in this Request for Proposal, the Proposer shall:

- (A) Proposer certifies that this proposal has been arrived at independently and has been submitted without any collusion designed to limit independent proposing or competition.
- (B) Proposer certifies compliance with State of Washington statutory requirements governing registration of corporations and/or assumed business names.

Davis-Bacon Requirements

This project must incorporate **Davis–Bacon Act prevailing-wage requirements** because it is funded or assisted through federal grants or loans. Under Tulalip's TERO code and consistent with its federal funding agreements, all project contractors and subcontractors are required to pay laborers and mechanics not less than the **locally prevailing wage and fringe benefit rates** issued by the U.S. Department of Labor's Wage and Hour Division under Davis–Bacon. These wage determinations must be included in solicitation documents and posted at the worksite, with weekly certified payrolls maintained and compliance enforced in accordance with 29 CFR Parts 1 and 5.

D.19 Disclosure of Conflict of Interest

All proposers shall disclose, on the Proposal, any relationship to the manager or person in charge of evaluating the contract performance. Failure to disclose such information may be grounds for termination of the contract.

D.20 Proposal Security

A Proposal Bond is not required for this project. Proposers shall certify their proposal including price is guaranteed for 90 days after solicitation closing. Contractor shall have ten (10) days to provide required certificates of insurance from the date of the Notice of Award. If the contractor fails to provide the required certificates of insurance, the Tulalip Tribes may terminate this contract under the defaults clause and may then award the project to another proposer.

D.21 Performance Bond and Payment Bond –

Contractor shall be a licensed contractor in Washington and provide contractor license number.

Contractor shall have staff assigned to this project with active NABCEP certifications

Insured — \$1,000,000 per occurrence, \$2,000,000 aggregate.

Note: there is required insurance language naming Tulalip Tribes as co-insured iv. 100% Performance and Payment Bond

CONTRACTOR'S LIABILITY INSURANCE

Contractor shall purchase and maintain such liability and other insurance as will protect the Tulalip Tribes and the Contractor from claims or losses which may arise out of or result from the Contractor's performance or obligations under the Contract Documents, whether due to action or inaction by the Contractor or any person for whom the Contractor is responsible. Contractor shall provide insurance coverage and limits as indicated in the Special Provisions, Section 1-07 .18 Public Liability and Property Damage Insurance.

D.22 Warranty of the Work – Contractor shall provide a minimum 5-year workmanship warranty and 5-year parts and labor and pass through all the equipment warranties.

D.23 Method of Award

This is a best value source selection. The Tulalip Tribes may award to other than the lowest price proposer, if in the opinion of the Source Selection Board another proposal represents the overall best value to the Tulalip Tribes. Tulalip Tribes reserves the right to withdraw any item(s) from award consideration if it is in the best interest of the Tulalip Tribes. The Tulalip Tribes intends to award only one contract to one proposer under this solicitation, but is not limited to doing so.

D.24 Contract Provisions Binding

The provisions of this contract shall be binding and shall supersede those of any other document concerning transactions conducted under this contract between CONTRACTOR and Tulalip Tribes.

D.25 Contractor's Proposal Incorporated into Contract

Upon award, the contractor's proposal shall be incorporated as a binding part of this contract. Where exceptions with this solicitation may be noted in the contractor's proposal, these exceptions will be resolved prior to award.

D.26 Amendments

The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Tulalip Tribes' Authorized Representative.

D.27 No Oral Agreements

No oral agreements may change the terms of this contract or the work to be performed under this contract. All modifications, amendments, and changes to the contract must be in writing. The contractor shall take no action on a verbal directive that may increase cost or change the scope of this agreement. If the contractor believes they have been directed to take an action that will change the cost or scope of work, the contractor shall deliver written notice to the Tulalip Tribes and await written direction from the Tulalip Tribes' Authorized Representative.

D.28 Authority to Bind the Tulalip Tribes

After contract award, only the Tulalip Tribes' Authorized Representative shall have the authority to bind the Tulalip Tribes to any commitment that changes the cost or scope of this contract.

D.29 Responsibility for Damages/Hold Harmless

Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work to be done under this Contract, or from any act, omission or neglect of the Contractor, his subcontractors, personnel, or agents, and the Contractor shall indemnify, defend and hold harmless the Owner against any claims arising from said damage, injury, loss or expense.

D.30 Hazard Communication – The Contractor shall follow OSHA safety standard (29 CFR 1910.1200) which ensures all contractors properly identify, label, and communicate the risks of hazardous materials on the jobsite.

Commented [MB1]: Do we need this?

Commented [MH2R1]: Yes, mandatory OSHA safety standard (29 CFR 1910.1200) ensures all contractors properly identify, label, and communicate the risks of hazardous materials on the jobsite.

D.31 Contact Person

Contractor shall designate one or more person(s) responsible for Contractor's work under this contract. Contractor shall provide to the Tulalip Tribes names, addresses and telephone numbers of such person(s) and shall always keep this information current.

D.32 Security of Documents and Property

All Tulalip Tribes property, materials and documents and all personal property of the Tulalip Tribes employees are to be left undisturbed and are not to be handled, read or otherwise used by Contractor or Contractor's employees. Contractor shall consider all documents confidential. Any disclosure of confidential information or removal of Tulalip Tribes property by Contractor or Contractor's employees shall be cause for immediate contract cancellation. Any liability, including but not limited to, attorney fees, arising from any action or suit brought against the Tulalip Tribes because of Contractor's willful or negligent release of information, documents or property shall be borne by Contractor.

D.33 Silence of Specification

The apparent silence of this specification and supplemental specification as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only materials and workmanship of first quality are to be used.

D.34 Liquidated Damages – Liquidated Damages should be \$2,000 per calendar day of unexcused delay beyond the contractual completion date.

Commented [MB3]: Do we need this?

Commented [MH4R3]: Yes, Liquidated Damages should be \$2,000 per calendar day of unexcused delay beyond the contractual completion date.

D.35 Project Schedule

The following milestone Project schedule shall apply to design and production services performed under this Contract:

Closing Date for Submissions	January 30, 2026 at 2 PM (PST)
Final Day for Submitting Questions	January 19, 2026 at 2 PM (PST)
Notice of Intent to Award	February 27, 2026

D.36 Progress Payments

Payment will only be made for completed work in place as linked to the Schedule of Prices. Payment of Progress Payments does not equal acceptance of work. The Tulalip Tribes may withhold payment or portions of payment for work not completed, to ensure payment to subcontractors and suppliers, to ensure payment of wages, and/or if satisfactory progress is not being made to protect the Tulalip Tribes.

D.37 Final Payment

Final Payment will only be made upon successful completion of the Tulalip Tribes Fiber to the Premise Project.

D.38 Review and Acceptance

Review of work by Tulalip Tribes, and payment for work completed does not imply acceptance of work, and does not relieve the contractor of the requirement to provide a complete and operational Tulalip Tribes Fiber to the Premise Project.

Change orders must be approved by a representative of Salish Networks in advance of of changes engineering, design, environmental or construction of Tulalip Tribes Fiber to the Premise Project.

D.39 Access to Records

The following access to records requirements applies to this Contract:

- 1. The Tulalip Tribes shall own all data or information related to Tulalip Tribes, it's entities and employees. The Tulalip Tribes shall host said data or information on hardware owned and managed by Tulalip Tribes' or will agree to have a third-party host said data. The data, wherever it is hosted, is still wholly owned by the Tulalip Tribes.
- 2. Access to hardware and/or data owned by Tulalip Tribes shall be by invitation only, and shall be only for purposes of correcting software issues and/or resolving problems.

3. Records which relate to any dispute, litigation, or claim arising out of the performance of the Work shall be made available until such dispute, litigation or claim has been finally decided or settled.

D.40 Civil Rights

The following requirements apply to the underlying contract:

1. Nondiscrimination

- (A) During the performance of the Contract, the contractor agrees that in the hiring of employees for the performance of Work, including without limitation Work to be performed by a subcontractor, no contractor or subcontractor, and no person acting on behalf of the contractor or subcontractor, shall, by reason of race, religion, national origin, age, sex, disability, or color, discriminate against any citizen in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.
- (B) The Contractor shall comply with all applicable Federal, Tribal, and State civil-rights laws, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Section 504 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (VEVRAA), and Executive Order 11246, as amended.
- (C) The Contractor further agrees that no contractor, subcontractor, or person acting on their behalf shall, in any manner, discriminate against, harass, or intimidate any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, disability, or protected veteran status.
- (D) The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to these factors. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, and other forms of compensation and conditions of employment.
- (E) The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause and shall include this clause in every subcontract or purchase order for work under this contract.
- (F) Notwithstanding any other provisions of this Request for Proposal the contractor agrees that the contractor will fully cooperate with the Tulalip Tribes' TERO Compliance Officer, with any other official or agency of the Tulalip Tribes or federal government which seeks to eliminate unlawful employment discrimination, and with all other Tulalip Tribes and federal efforts to assure equal employment practices under the contract.

- (G) In the event of the contractor's noncompliance with the nondiscrimination clauses, the contract may be terminated or suspended in whole or in part, and the contractor may be declared not responsive or responsible for further Tulalip Tribes contracts or such other sanctions as provided by law.

2. Tribal Employment Rights

- (A) Notwithstanding any other provisions of these general conditions the Tulalip Tribes of Washington's Board of Directors has the authority to require those employers subject to Tulalip TERO Code 9.05 and applicable federal laws and guidelines, to give preference to Indians in hiring promotions, training and all other aspects of employment contracting and subcontracting, and those contractors subject to Tulalip TERO Code 9.05 to give preference to Indians in contracting goods and services and must comply with Tulalip TERO Code 9.05 and the rules, regulations and orders of the TERO Commission.
- (B) Notwithstanding any other provisions of these general conditions each contractor must fully comply with the Tulalip Tribes' Tribal Employment Rights Program in hiring and or contracting for employment as defined in Tribal Employment Rights Ordinance 9.05. in contracting for goods and services as defined in Tulalip TERO Code 9.05.

D.41 Preference in Contracting for Goods and Services

1. This RFP and the resulting Contract are subject to the Tulalip TERO Code 9.05 requirements. The proposer is responsible for abiding by the requirements of this code and give preference to Indians in hiring promotions, training and all other aspects of employment contracting and subcontracting, provide Indian preference in contracting goods and services and must comply with the rules, regulations and orders of the TERO Commission and provide
2. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 14 days after the contractor's receipt of payment for that work from the Tulalip Tribes. In addition, the contractor is required to return any retainage payments to those subcontractors within 14 days after the subcontractor's work related to this contract is satisfactorily completed.
3. The contractor must promptly notify the Tulalip Tribes, whenever a "preferred" employee, subcontractor or material supplier performing work related to this contract is terminated or fails to complete its work, and must engage another "preferred" employee, subcontractor or material supplier to perform at least the same amount of work. The contractor may not terminate any "preferred" subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Tulalip Tribes.
4. A fee of 1.75% on this project will be applied to the cost of the project. Salish Networks will submit this payment to the Tulalip Tribes TERO office.
5. For more information, contact:
the Tulalip Tribes' TERO Department at 6406 Marine Drive, Tulalip, WA 98271, Office (360)716-4747.

Tulalip Tero Code, chapter 9.05: <https://www.codepublishing.com/WA/Tulalip/#!/Tulalip09/Tulalip09.html>

E. Verification of Responsibility

Tulalip Tribes reserves the right to investigate and evaluate, at any time prior to award and execution of the contract, the winning bidder's ability to perform the contract. Submission of a signed offer shall constitute approval for the Tulalip Tribes to obtain any information the Tulalip Tribes deems necessary to conduct the evaluation. The Tulalip Tribes shall notify the apparent successful Offeror, in writing, of any other documentation required. Being a responsible proposer may include having the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise to perform the contract. Contractor shall have a satisfactory record of contract performance. The Contractor shall also have a satisfactory record of integrity. The Contractor is to be qualified legally to contract with the Tulalip Tribes of Washington. Failure to promptly provide any requested information may result in proposal/proposal rejection.

The Tulalip Tribes may postpone the award of the contract after announcement of the apparent successful Offeror in order to complete its investigation and evaluation. Failure of the apparent successful Offeror to demonstrate responsibility may render the Offeror non-responsible and shall constitute grounds for offer rejection.

F. Confidentiality Agreement

The Tulalip Tribes of Washington
CONFIDENTIALITY AGREEMENT

Upon award of a Contract the successful Proposer shall provide the Tulalip Tribes of Washington with a completed and signed Confidentiality Agreement as set forth herein. Successful Proposer shall also provide the Tulalip Tribes of Washington with a Confidentiality Agreement completed and signed by all lower tier contractors and or suppliers whom may perform Work on the Project.

I / we, the undersigned, have been provided certain confidential and proprietary information ("*Confidential Information*") regarding the Tulalip Tribes of Washington for the Project identified as Tulalip Tribes Fiber to the Premise Project. "*Confidential Information*" shall include, without limitation, all financial information, data, materials, products, manuals, business plans, marketing plans, Project design documents, or other information disclosed or submitted orally, in writing, or by any other media.

The undersigned acknowledges that this Confidential Information is sensitive and confidential in nature, and that the disclosure of this information to anyone not part of this agreement would be damaging to the Tulalip Tribes of Washington.

In consideration of the premises herein contained, I / we understand and agree that I / we will not disclose any "*Confidential Information*" regarding this "*Project*" to any person(s) not privy to this agreement. Furthermore, I / we will not disclose any of this information directly or indirectly to any competitor of the Tulalip Tribes of Washington.

Agreed to and accepted:

Signature: _____
Title: _____
Printed Name: _____
Date: _____

Appendix A – Signature Form

The Tulalip Tribes of Washington

REQUEST FOR PROPOSALS

The Tulalip Tribes of Washington hereby invites you to submit a Request for Proposal in your area of expertise for this project.

SIGNATURE OF BIDDER’S DULY AUTHORIZED REPRESENTATIVE

THIS OFFER MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE OFFEROR. ANY ALTERATIONS OR ERASURES TO THE OFFER MUST BE INITIALED BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE. The undersigned acknowledges, attests and certifies individually and on behalf of the Offeror that: (1) He/she is a duly authorized representative of the Offeror, has been authorized by Offeror to make all representations, attestations, and certifications contained in the bid/proposal document and all addenda, if any issued, and to execute this bid/proposal document on behalf of Offeror; (2) Offeror, acting by its authorized representatives, has read and understands all bid/proposal instructions, specifications, and terms and conditions contained in this bid/proposal document (including all listed attachments and addenda, if any issued); (3) Offeror certifies that this bid/proposal had been arrived at independently and has been submitted without collusion designed to limit independent bidding or competition; (4) Offeror is bound by and will comply with all requirements, specifications, and terms and conditions contained in this bid/proposal document (including all listed attachments and addenda, if any issued); (5) Offeror will furnish the designated item(s) and/or service(s) in accordance with the bid/proposal specifications and requirements and will comply in all respects with the terms of the resulting contract upon award.

Bidder (COMPANY)

Name

TULALIP Bus. Lic. No. & FED ID#

Bidder Address

Authorized Signature

Date

Title of Authorized Representative

Contact Person

Phone

Commented [MB5]: We were requiring online submissions only, should we reconsider? Does the Tribe have a rule about paper submissions?

Commented [MH6R5]: Let's stay with online submissions only. The Tribe does not have a hard copy only rule.