

Tule Enterprises, LLC

Request for Proposals (RFP): GENERAL LEGAL COUNSEL

Date of Issuance: October 9, 2025

Proposal Due Date: **Friday, November 21, 2025, 4:00 pm PST**

I. INTRODUCTION

Tule Enterprises is a business entity established under the laws of the Fallon Paiute-Shoshone Tribe ("Tribe"). Tule Enterprises is wholly-owned by the Fallon Tribal Development Corporation ("FTDC") as a subsidiary corporation. Tule Enterprises primarily engages in business activities related to a cannabis dispensary and associated products.

Tule Enterprises is governed by a Board of Directors which has the authority to approve the selection of an independent auditing firm and has initiated the process to acquire external auditing services proposals. The Board of Directors may elect to remain with the currently engaged firm or select a new firm. Tule Enterprises is requesting proposals to provide independent external auditing services. Tule Enterprises shall select the vendor whose proposal and presentation (if requested), demonstrates in Tule Enterprise's sole opinion, the clear capability to best fulfill the purposes of this RFP in a cost-effective manner, with reasonable assurance of high quality and ongoing stewardship of a professional relationship.

Tule Enterprises reserves the right to accept or reject proposals, in whole or in part, and to negotiate separately as necessary in order to serve the best interests of Tule Enterprises. This RFP shall not obligate Tule Enterprises to award a contract or complete the proposed project and it reserves the right to cancel this RFP if it is considered to be in its best interest to do so.

II. SCOPE OF WORK

Tule Enterprises is looking for an individual or firm with significant experience and background in Federal, State of Nevada, and Indian law, with emphasis on cannabis and marijuana issues, to serve as general counsel and to represent Tule Enterprises, the Board of Directors, corporate officials/employees, committees/commissions/boards, and any department/division of Tule Enterprises in any legal matters, including the following areas:

- a. Provide all necessary legal services as may be required to certify Tule Enterprises' conformance with all applicable laws, regulations, and policies, especially with the Tribe and State of Nevada's laws regarding cannabis and marijuana.
- b. Serve as legal advisor to the Board of Directors regarding the Board's powers, duties and responsibilities, legal methods, and procedures.

- c. Develop, draft, and/or review Board resolutions (as requested), contracts, legal documents, and motions and opine on the legality of the substantive matters regarding legislative and administration actions at the Tribe, Federal, State, and local area.
- d. Attend Board meetings, community meetings, public meetings, grievance/administrative hearings as necessary and requested by the Board of Directors.
- e. Provide written legal opinions on varying circumstances.
- f. Advise and assist the Board in the preparation and/or analysis of various contracts and other instruments or certificates and handle all legal questions arising from or pertaining to the same.
- g. Draft new or revised laws, codes, ordinances, policies, and procedures.
- h. Assist in drafting correspondence as requested.
- i. File routine lawsuits on behalf of Tule Enterprises and/or Board, serve as counsel on any matters pertaining to the case, and represent the Tule Enterprises in court on routine lawsuits filed against it and others as representatives of the Tule Enterprises.

This Scope of Work is not intended to be an all-inclusive listing of all of the legal issues that Tule Enterprises may retain the successful applicant to provide. Tule Enterprises retains the right to have the successful applicant provide services in any matter that the Board of Directors believes the legal firm/individual is qualified to provide.

III. PROPOSAL SUBMISSION FORMAT

Proposals should include the appropriate narrative and supporting materials to adequately address the scoring criteria. Proposals not containing all of the items listed below may be determined nonresponsive.

For consistency and to facilitate evaluation of all responses, respondents must organize their proposals as defined below.

a. Cover Page

Proposals must be signed and include the firm name, address, telephone number, the name of the person authorized to submit the proposal, along with the person's title and telephone number, and the name and title of the person authorized to execute a contract.

b. Executive Summary

Each proposal shall include an Executive Summary section indicating the respondents:

- 1. Brief understanding of the scope of the proposal.
- 2. General overview of proposed plan to provide the requested services.
- 3. A statement as to the respondent's qualifications to perform the services.
- 4. Proposed team and resources available to perform the services.
- 5. The Principal contact.

c. Qualifications and Experience

1. The scope of proposed engagement particularly in relation to the requested expertise outlined in this RFP. Indicate whether the respondent is proposing to handle all matters or only specific matters.
2. Names and resumes of responsible partners, associates, paralegals and administrative staff who will be assigned to handle matters on this account.
3. Detailed information on prior enterprise/business representation experience (tribal is a plus), if any. The submittal should highlight the kind and type of matters addressed for clients and the extent of services provided with respect to these matters.
4. The experience, capacity, and capability of the firm or attorney to perform the work involved. Specifically, a list of current clients should be provided and a clear explanation of how Tule Enterprise' workload will be balanced against existing clients. Your submittal should provide a method to assure the critical Tule Enterprise issues would be handled as a priority.
5. Indicate any additional services you may be able to provide as Tule Enterprises' general legal counsel in your submittal.
6. The submittal should include names and telephone numbers of any clients who can provide references regarding performance.

d. Work Proposal and Approach

This should fully explain the respondent's timelines, approach and plan for addressing the requirements as specified. Respondent shall include a brief understanding of the scope of the proposal as well as explain how their plan meets or exceeds the Scope of Work.

e. Conflict of Interest

Each respondent must provide a conflict-of-interest statement in its proposal, stating whether the respondent's current or past representation of any client would conflict with the respondents' ability to serve as legal counsel to Tule Enterprises, and what procedures the respondent would utilize to identify and resolve conflicts of interest. In the event the respondent becomes aware of any conflicts or potential conflicts between the interests of Tule Enterprises and the interests of a client of the respondent during the pendency of the RFP process, the respondent must immediately notify the Board of Directors in writing of such conflict.

f. Cost Proposal

1. All proposals must clearly set forth a comprehensive fee structure. Respondents may propose a flat rate, an hourly rate, or a combination of the two. Any other expenses that a respondent intends to charge to Tule Enterprises must be clearly set forth as well. Tule Enterprises does not guarantee a set workload or billable hours.
2. A description of billing policies and practices addressing: invoicing, billing cycle, late payments, and costs such as copying, phone calls, travel expenses, experts, or other professional services, messenger services, legal research costs, regular and overnight mail services, etc.

IV. EVALUATION PROCESS

- Proposals received in response to this RFP will be reviewed by the Board of Directors. The Board of Directors may, at its discretion, decide to interview the respondents.
- The Board of Directors will independently evaluate the merit of proposals received in accordance with the evaluation factors defined in the RFP. Failure of the respondent to provide any information

requested in the RFP may result in disqualification of the proposal and shall be the responsibility of the respondent.

- Each proposal submitted stands alone and will be evaluated on its own merits in terms of meeting the RFP requirements, terms and conditions, pricing, and overall responsiveness to the Request for Proposal.
- Any award as a result of this proposal shall be contingent upon the execution of an appropriate contract. This RFP and its attachments shall form the basis of the Contract Terms and Conditions. Exceptions or deviations to this proposal must not be added to the proposal pages, but must be on vendor's letterhead and accompany the proposal. Any exceptions to the Terms and Conditions will be taken into consideration when evaluating proposals submitted. The FTDC reserves the right to reject any or all of your proposed modifications.
- The evaluation process shall be based on a 100-point scale. Categories have been identified for the evaluation process. Each category shall receive a point value within the specified range based on how well the proposal meets or exceeds the requirements. The following table lists the maximum points associated with each category.

CRITERIA	Max Points
a. Technical Qualifications. Evidence of the firm or person's ability to perform the services required, as indicated by profiles of the principal(s) and staff's professional knowledge and technical competence. The extent to which your submittal describes the roles and responsibilities of your project team and that of your overall principal in charge and staff.	35
b. Experience/Past Performance. With respect to those listed in the Technical Qualifications section, above, experience will be judged in terms of recent, relevant and successful experience similar to that to be undertaken in the services required. In rating this factor, experience within the past 3 years will be considered recent. As a part of your response, provide a list of clients with whom you provided legal services, including contact names and telephone numbers.	30
c. Price: Cost of the Legal Counsel Services.	25
d. Native American owned business preference (if applicable)	10
TOTAL MAXIMUM POINTS	100

V. RFP TIMELINE

The schedule for this RFP is below and is subject to change. Tule Enterprises may change this schedule at any time. Any changes to the schedule before the Proposal Due Date, will be posted on the website for the Fallon Tribal Development, the owner of Tule Enterprises, at www.ftdc.us.

- Thursday, October 9, 2025.....Issuance of RFP
- **Friday, November 21, 2025****Proposals must be received by 4:00 pm PST**
- December 2025 (estimated)General Legal Counsel Selection

- December 2025/January 2026Issuance of contract and start of work

VI. SUBMISSION METHODS

Interested Proposers must submit their proposal using one of the two methods below:

Method 1: ELECTRONIC METHOD (preferred)

- Email Proposal and any supporting Items to de.hr@ftdc.us

Method 2: HARDCOPY METHOD

- Mail/deliver five (5) copies of proposal to: Tule Enterprises, LLC
ATTN: HR/Office Manager
567 Rio Vista Drive
Fallon, NV 89406

VII. INQUIRIES

Individuals/firms may make inquiries or seek clarifications regarding this RFP. Individuals/firms may submit their inquiries by emailing John Rader, Human Resources Generalist/Office Manager, at de.hr@ftdc.us. Tule Enterprises will try to respond to any inquiries within 48 hours, excluding weekends and holidays.

VIII. OTHER INFORMATION

Bar Admission and Good Standing. Respondent must be licensed to practice law in any state in the United States (preference for licensed in the State of Nevada) and must submit proof of current bar membership and good standing issued by the relevant state bar association or licensing authority.

Signed Proposals. All proposals must be signed by a person authorized to sign on behalf of the Respondent and to bind the Respondent to statements made in response to this RFP.

Acceptance of Terms. Unless specifically excluded in writing, all the terms and conditions of this RFP are accepted by the Respondent and incorporated in its proposal.

Irrevocability of Proposals. By submission of a clear written notice, the Respondent may amend or withdraw its proposal prior to the closing date and time. A Respondent who has withdrawn a proposal may submit a new proposal prior to the closing, provided that such proposal is done in accordance with the terms and conditions of the RFP.

Changes to Proposal Wording. The Respondent will not change the wording of its proposal after closing, and no words or comments will be added to the proposal unless requested by the FTDC for purposes of clarification or as otherwise specified in this RFP.

Respondent's Expenses. Respondents are solely responsible for their own expenses in preparing, and submitting, a proposal and for subsequent negotiations with the FTDC, if any. The FTDC will not be liable to any Respondent for any claims, whether for costs or damages incurred by the Respondent in preparing, and submitting, the proposal, loss of anticipated profit in connection with any final contract, or any other matter whatsoever.

Liability for Errors. While the FTDC has expended considerable efforts to provide an accurate representation of information in this RFP, the information contained herein is supplied solely as a guideline for Respondents. The information is not guaranteed or warranted to be accurate by the FTDC, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Respondents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

Modification of Terms. The FTDC reserves the right to modify the terms of this RFP at any time in its sole discretion. This includes the right to cancel this RFP at any time prior to entering into a Contract with the preferred bidder.

Ownership of Proposals. All documents, including proposals submitted by Respondents in response to this RFP become the property of the FTDC.

Confidentiality of Information. Information pertaining to the FTDC obtained by the Respondent as a result of participation in this project is confidential and must not be disclosed without written authorization from the FTDC. This clause shall survive this RFP process and/or the selection of the successful Bidder.

Acceptance and Award. This RFP constitutes an invitation to make proposals to FTDC. Accordingly, this RFP does not commit the FTDC to award a contract, or to procure, or to contract for services or supplies. Notwithstanding any other provisions of this RFP, the FTDC reserves the right to award this contract to the consultant that best meet the requirements of the RFP, and not necessarily to the lowest proposer. The FTDC reserves the right to accept or reject any or all proposals received as a result of this request; to negotiate with all qualified sources; or to cancel in part or in its entirety this RFP if it is in the interests of the FTDC to so do.

Debarment Provision. By submitting a proposal, the individual/firm is certifying that they are not currently debarred by the Tribe or by the Federal Government.

Insurance Requirements. The selected individual/firm shall have and maintain the Professional Liability Insurance and Comprehensive General Liability Insurance coverage during the term of their contract.

Business License Requirement. The successful Respondent must obtain a Fallon Tribal Business License from the Tribe's Tax Department prior to starting any contracted services on the tribal lands and must abide by the Tribe's Taxation Ordinance. Any applicable costs, taxes, and fees must be identified and included in the cost proposal. For more information regarding business licenses, please email the Tribe's Tax Director at taxdirector@fpst.org.

By submission of a proposal, the Respondent declares and stipulates that the proposal is made in good faith, without collusion or connection with any other person or entity bidding for the same work, and that it is made subject to all the terms and conditions of the RFP.