



Confederated Tribes of the Chehalis Reservation

Request for Proposal

TO IDENTIFY AND DEVELOP A COMPREHENSIVE DESIGN
AND PLANS FOR THE CREATION OF A
CHEHALIS TRIBE CLEAN POWER
PHOTOVOLTAIC SYSTEM

Submission Due Date: April 10, 2026, 2:00p.m.

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Project Introduction:

The Confederated Tribes of the Chehalis Reservation (Chehalis Tribe hereafter) Planning Department is soliciting proposals from qualified firms and individuals to determine feasibility and complete multiple pre-construction activities for the purpose of moving this project from a conceptual idea to construction ready status. The goal of this RFP is to identify a solar partner with the necessary experience to ensure a fully managed and well-executed process.

Activities will include but are not limited to a feasibility study, identifying regulatory challenges and mitigating them, obtaining community and stakeholder input, a geotechnical and hydrology study, an environmental assessment, and design and engineering. This project will provide a strong foundation for the approval of the construction of a clean energy source that will generate electric power to be made available to the Chehalis Reservation community as well as stored energy for emergency needs and surplus power to integrate into the existing power grid, the sale of which would provide a return on the investment to the Chehalis Tribe with the potential for reduced energy costs for the Tribal members.

Respondents shall have demonstrated experience planning, designing, and constructing complete solar electric systems, have relationships with/knowledge of local utilities, and outlining projected financial analysis.

General Conditions:

Each respondent is responsible for reviewing and understanding all terms of this Request for Proposal. Failure to thoroughly examine or request clarification on RFP terms may result in disqualification.

Any bid may be withdrawn at any time prior to the due date with a written request signed by the authorized respondent representative. Revised proposals may be submitted up to the original due date/time.

Issuance of this RFP and receipt of proposals does not commit the Chehalis Tribe to move forward with an award or complete the project described herein.

The Chehalis Tribe shall have the right to reject any or all bids not accompanied by bid security or data required by the bidding documents or a bid in any way incomplete or irregular.

An award under this RFP may not be based solely on the lowest price but will be made to the respondent with the overall best value proposal. The successful proposal shall meet the project design guidelines and provide service level acceptable to the Chehalis Tribe.

Upon award, successful respondent shall secure all appropriate licenses to complete the scope of work included in this RFP.

Successful respondent will enter into a formal agreement with the Chehalis Tribe.

PART 1. Project Description

The Chehalis Tribe proposes to install an array of ground/roof-top mounted photovoltaic panels on approximately 15 acres of tribal property on the Chehalis Reservation (see diagram in PART 10). The Photovoltaic Energy System is intended to produce, on average and initially, one megawatt (1MW) generating capacity of electricity for immediate consumption with potential for future expansion up to an additional 6MW generating capacity. The project will assess current and future energy needs to inform the Chehalis Tribe of the potential integration of a Battery Energy Storage System (S+BESS).

PART 2. Scope of Work

Feasibility Study - A photovoltaic system feasibility study will evaluate site suitability, assess potential energy production, and identify technical, economic, environmental, and social impacts. It will include the feasibility and costs of the panel array, grid connection, a self-contained battery energy storage system (S+BESS), detailed economic analysis, understanding the permitting process and regulatory requirements, and developing a preliminary design and layout for the photovoltaic system with an outline for future expansion potential.

DAHP Assessment – Consultant will complete a cultural resource survey and inventory of the site according to WA Department of Archeology and Historical Preservation guidelines.

Community and Stakeholder Input – An extensive community engagement process will be conducted to involve the thoughts and ideas of the local community and associated stakeholders. This process will ensure the community can be actively involved in the decision-making process regarding the photovoltaic system project. A collection of no more than two (2) meetings, one (1) survey, and other engagement opportunities as deemed necessary by the Chehalis Tribal Planning Department will be held to inform and gather pertinent feedback from the surrounding community.

Site Assessment and Analysis – Consultant will conduct detailed site evaluations to assess the physical characteristics of the site, including topography, soil composition, and environmental conditions. If necessary, wind load analysis will be completed.

Solar Resource Evaluation – Consultant will quantify solar irradiance levels and assess the site's solar energy potential based on onsite solar resource measurements, historical weather data and solar resource modeling.

Infrastructure Assessment – Consultant will evaluate existing infrastructure, such as roads, utilities, and transmission lines, to determine their capacity to support 1 MW solar array operation. If necessary, structural load analysis will be completed prior to solar layout and electrical design. Assessment will include calculated recommendations to improve infrastructure to the needed capacity as required.

Load Analysis – Consultant will assess the energy needs of residents on the Chehalis Reservation and surrounding area to align system design with solar generation capacity and support both immediate consumption and future battery energy storage integration.

Financial Feasibility Analysis – Consultant will complete an analysis of funds on hand, energy costs, available grants, tax credit/direct pay eligibility, interest rates, and other financial factors to determine the economic feasibility of the project.

Final Feasibility Report – Consultant will evaluate site suitability, potential energy production, grid connection feasibility and cost, environmental and social impacts, permitting requirements, and develop a preliminary design and layout for the solar farm; the final report, including all analysis, assessments, and evaluations.

Geotechnical and Hydrology Study - An assessment by a qualified firm will evaluate the proposed site to include the geological setting, strength of soils, existing erosion and potential erosion risk, and the topographic setting of the site. In addition, flood risks and extent of impact during wet periods and site vegetation will also be evaluated.

Environmental Assessment – Contractor shall prepare and provide all environmental studies, technical analyses, and documentation necessary to support compliance with the National Environmental Policy Act (NEPA) for the Project, including preparation of materials suitable for review, adoption, and issuance by the appropriate federal agency. The Tribe acknowledges that only a federal agency may make NEPA determinations, and Contractor's role under this Agreement is limited to the preparation of documentation and technical support for agency consideration.

Design and Engineering – Engineered plans will be completed to get the project construction ready before construction begins. The electrical and structural design of the project will include the electrical layout and sizing, including grid connection and integration. It will identify the type of components used, materials, transformers, inverters and panels. It will include the construction plans for earthwork and grading, stormwater management, access roads and maintenance considerations.

PART 3. Advertisement for Bids

Bidders may download digital documents at no additional cost at:
<http://www.chehalis tribe.org/departments/planning-department/view-our-current-projects/>

Respondents must present their notice to submit a proposal to cmoffet@chehalis tribe.org no later than 2:00 p.m., Friday, January 30, 2026.

Sealed bids for the Photovoltaic System Project will be received, by mail or in-person, at The Confederated Tribes of the Chehalis Reservation's Administration Offices, 420 Howanut Road, Oakville, WA 98568, Attention: Christopher Moffet, or by email to cmoffet@chehalis tribe.org no later than 2:00 p.m., Friday, April 10, 2026.

Proposals will be opened privately, evaluated, and presented to the Chehalis Tribal government between April 13 – April 15, 2026. There will be no public bid opening for this project. Bid proposals shall remain valid for 60 days after the private opening of the proposals.

For Bid purposes, the project generally consists of the work described in the Project Description and the Scope of Work.

A Pre-Bid meeting with a site visit will be held at the Planning Department Conference Room at #6 Niederman Road, Oakville, WA 98568 at 10:00 a.m. on Friday, February 13, 2026.

PART 4. Communications

The Tribe's representative for project management, receiving questions, requests for clarification, or other communications about this RFP is Christopher Moffet, Utilities Construction Project Manager, 360-709-1826, cmoffet@chehalis tribe.org.

All communications must be made in writing and delivered by email addressed to the referenced representative and must be submitted no later than 2:00 p.m., March 27, 2026, 2:00pm. All answers to questions will be made in writing and delivered via email to all potential bidders who request such notification and provide an email address.

PART 5. Award of Contract

Proposals will be scored according to the evaluation criteria described herein. The proposal with the highest adjusted score will be awarded the contract. If no proposal is deemed sufficient or receives an acceptable score, all proposals will be rejected. Notification of the award will be announced after the Planning Department is given approval by the Chehalis Tribal government.

A completed Bid Proposal Bond shall be required as a condition of the Award. The Bidder agrees that if this Proposal is accepted, he/she will, within ten (10) calendar days after the Notice of Award date, sign the Agreement in the form annexed hereto, and will at that time, deliver to the Owner the Bid Proposal Bond required herein, and will, to the extent of its Proposal, do the work and furnish all the materials necessary to complete the work in the manner, in the time, and according to the methods as specified in the Contract Documents and required by the Project Manager thereunder.

PART 6. Contract Documents

The Contract Documents under which it is proposed to execute this work will consist of all material bound herewith, other documents included by reference, plus any addenda incorporated into the documents.

The Contract Documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed work. Any Bidder contemplating the submission of a proposal shall have thoroughly examined all the various parts of these documents and should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the Project Manager, in writing, at least six (6) working days prior to bid opening an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing, in the form of addenda to the documents and will be furnished to all Bidders receiving a set of the documents, who shall indicate receipt of same in the space provided on the proposal form. The Owner will not be responsible for any other explanation or interpretation of said documents.

PART 7. Ownership of Work Product

All reports, studies, analyses, data, models, drawings, specifications, designs, calculations, financial projections, environmental documentation, and other work products created, developed, or prepared by Contractor in connection with this Agreement (collectively, "Work Product") shall be deemed works fully made for hire for the benefit of the Confederated Tribes of the Chehalis Reservation permitted by law. To the extent any Work Product does not qualify as a work made for hire, Contractor hereby irrevocably assigns to the Tribe all right, title, and interest, including all copyrights and other intellectual property rights, in and to such Work Product.

The Tribe shall have the unrestricted right to use, reproduce, modify, distribute, and provide the Work Product to third parties for purposes including, without limitation, permitting, financing, construction, operation, maintenance, and future expansion of the Project, without further compensation to Contractor.

PART 8. No Right to Construct

Award of this Agreement does not grant Contractor any right, preference, or expectation to construct, install, finance, own, operate, or otherwise implement the Project or any portion thereof. Any future construction or implementation of the Project shall be subject to a separate procurement process determined solely by the Tribe, and Contractor may participate only on the same basis as any other bidder or proposer.

PART 9. Schedule

The schedule displayed below provides placeholder dates for an overall project schedule that you will use to generate a detailed timeline for tasks, deliverables, and milestones including start and end dates, durations, and assigned resources, to ensure an on-time project completion. Provide a schedule based on the one below, displaying approximate start and end dates of each task identified in the Scope of Work based on your experience and knowledge.

Project will pause for a presentation to the Planning Department and the Business Committee by the Contractor based on the Feasibility Study Report to determine viability of continuing the Project to completion.

Final project submission date shall not extend past May 3, 2027.

Milestone	Start Date	Payment Schedule
Deadline – Notice of Intent	January 30, 2026, 2:00pm	
Pre-Bid Meeting and Site Walk	February 13, 2026, 10:00am	
Deadline – Clarifications and Questions	March 27, 2026, 2:00pm	
Deadline – Proposal Submittal	April 10, 2026, 2:00pm	
Notice of Award	April 16, 2026, 2:00pm	
Contract Executed	April 17, 2026	
Notice to Proceed	NLT April 20, 2026	
Kick Off meeting	April 27, 2026, Time TBD	
Community Engagement Plan Completed	May 15, 2026	
Community Engagement Report	June 1, 2026	10%
Feasibility Study Final Report	August 3, 2026	15%
Project Go/NoGo Review and Report	August 7, 2026	
Geotechnical and Hydrology Study Report	November 2, 2026	15%
Environmental Assessment Report	November 2, 2026	15%
Community/Stakeholder Meetings Report	December 18, 2026	
Design and Engineering Submittal 50% Due	January 5, 2027	20%
Design and Engineering Submittal 100% Due	May 3, 2027	20%
Project Final	NLT May 21, 2027	5%

PART 10. Proposal Requirements:

Proposals must consist of the following information in the order indicated below:

- a) Summary of the skills, abilities, and/or attributes of your firm and assigned staff that will facilitate the successful completion of the work required.
- b) Provide the names and resumes of key staff members who will work on the project.
- c) List of recent experience in related projects. Provision of a completed feasibility study or a drawn up sample for review is allowable and, if necessary, can be added to the 20-page proposal limit.
- d) Describe your firm's approach to the project, which may include but is not limited to: proposed schedule, contact and collaboration with stakeholders, data collection, and project deliverables.
- e) Fee proposal and structure. Include a detailed list of all expected expenses.
- f) Proof of Indian owned or Indian Economic Enterprise.
- g) The proposal should be no more than 20 pages.

PART 11. Evaluation Criteria

Statement on exercise of tribal preference:

The Chehalis Tribe will award the contract to an Indian-owned economic enterprise over a non-Indian-owned economic enterprise, if such Indian-owned and non-Indian-owned enterprises are equally qualified and submit equally priced bids. In addition, the Chehalis Tribe will award the contract to the qualified Chehalis Tribe or Chehalis tribal member-owned economic enterprise with the lowest responsive price if such price is reasonable and is no more than 10% higher than the lowest responsive quotation received from an equally qualified bidder.

Acceptable documentation of Indian-owned enterprise must show that a federally recognized Indian Tribe or enrolled member(s) of such a Tribe own at least 51% of the enterprise.

Statement concerning Chehalis Tribal Sovereign Immunity:

Any litigation necessary to enforce the obligations of either party under this Contract must be brought into the Tribal Court of the Chehalis Tribe to the extent jurisdiction obtains. Both as to interpretation and performance, the tribal laws of the Chehalis Tribe shall govern this Contract; in the absence of Tribal law, Federal law applies. Nothing in this Contract shall be deemed or construed as a waiver of the sovereign immunity of the Chehalis Tribe or any of its subsidiaries, officers, directors, employees, or representatives.

Following the date for opening proposals noted herein, the Chehalis Tribe will evaluate and assign a score to each proposal based on the following criteria:

Professional Qualifications and experience – Qualifications of the firm and staff to complete the work. This includes discussion of professional licensure, academic work, professional experience, and professional affiliation related to this project. The ability to demonstrate technical competence in the development of similar design work.	Up to 15 Points
Past Performance – Past performance on similar contracts with Government and/or Tribal agencies in terms of cost control, quality of work, and compliance with performance schedules. Past performance documentation should include a list of at least three (3) comparable projects including project contact, project description, cost, and duration of the project.	Up to 15 Points
Approach to work – Firms shall show how they intend to Approach the work and organize its team to successfully accomplish the Scope of Work.	Up to 15 Points
Capacity to Accomplish Work – Firm's capacity to complete the Scope of Work in a timely period. Provide an anticipated date of complete plan set.	Up to 10 Points
Cost Proposal – Bid amount will be scored based on both the reasonableness of the proposed costs and the thoroughness of the detail provided of expected expenses. Preference will be given for detailed cost breakdown that clearly shows bid amount for each item in the Scope of Work.	Up to 40 Points
Indian Preference – Preference will be given to qualified applicants who provide documentation of their status as an Indian owned or and Indian Economic Enterprise. Documentation must be submitted to receive the 5 points.	Up to 5 Points
TOTAL POINTS	100 Points

The highest scoring proposal will be awarded the contract. However, if no proposal achieves a sufficient score, no proposal will be awarded the contract.

PART 12. Area of the Proposed Photovoltaic Array System Site:



PART 13

SAMPLE FORMS

The Confederated Tribes of the Chehalis Reservation

NOTICE OF AWARD

To: _____

Project: Confederated Tribes of the Chehalis Reservation – Clean Power Photovoltaic Enterprise Study.

The OWNER has considered the PROPOSAL submitted by you on _____, 2026, for the above-described PROJECT in response to its Request for Proposal.

You are hereby notified that your PROPOSAL has been accepted for items in the amount of \$_____.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Bid Proposal Bond and any necessary Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bond and Certificates within ten (10) calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your PROPOSAL as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 2026.

Confederated Tribes of the Chehalis Reservation

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

By _____

This _____ day of _____, 2026.

Name _____

Title _____

The Confederated Tribes of the Chehalis Reservation

BID PROPOSAL BOND

KNOW ALL BY THESE PRESENTS, that (Name of Bidder) _____ a corporation, partnership, or individual duly organized under the laws of the state of _____ as Principal, and (Name of Surety) _____ a corporation duly organized under the laws of the State of _____ and authorized to do business in the State of Washington, as surety, are held and firmly bound unto The Confederated Tribes of the Chehalis Reservation in the full and penal sum of ten (10) percent of the total amount of the bid proposal of said principal for the work hereinafter described for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith submitting his or its sealed proposal for the following project, to wit: Clean Power Photovoltaic Enterprise Study. Said bid and proposal, by reference hereto, being made a part hereof.

NOW, THEREFORE, if the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said contract and shall furnish a performance payment and warranty bond as required by The Confederated Tribes of the Chehalis Reservation within a period of ten (10) days from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, the principal and surety have caused these presents to be signed and sealed this _____ day of _____, 2026.

BY _____

(Signature of Authorized Representative)

(Typed Name of Authorized Representative)

Title _____

SURETY

By _____

(Attorney-in-fact for Surety)

Name _____

(Name and Address of local Office or Agent)

*This bond must be accompanied by a fully executed Power of Attorney appointing the attorney-in-fact.



THE CONFEDERATED TRIBES OF THE CHEHALIS RESERVATION

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made by and between the Confederated Tribes of the Chehalis Reservation, a federally recognized Indian tribe ("Chehalis Tribe" or "Tribe"), and _____ ("Contractor"), for professional services as set forth below. In consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed and understood by the parties that:

A. TERM OF AGREEMENT

Subject to the terms and conditions contained in this Agreement, and if applicable the Grant which forms the basis of this Agreement, the Chehalis Tribe and Contractor agree that the term of this Agreement will be from the date of signature ("effective date") through _____ ("termination date"). This Agreement may be extended beyond the initial term by written agreement of the parties.

B. CONTRACT REPRESENTATIVES

The Contract Administrator for this contract shall be Christopher Moffet.

C. STATEMENT OF WORK

Contractor will provide the services, information, and documentation for the Tribe's Planning Department with respect to the Clean Power Photovoltaic Enterprise Study as identified in the RFP.

D. PAYMENTS

In consideration for the performance of all services listed in the Statement of Work of this Agreement by Contractor, the Chehalis Tribe agrees to pay Contractor a fee not to exceed \$_____ according to the milestones and percentages laid out in the RFP Schedule. Payments will be made within 30 days of receipt of invoice. Invoices must contain the following: business name; business address and contact phone number; invoice date; and description of services/goods provided including milestone reached.

E. TAXES

The Chehalis Tribe shall not be liable for any state, local, or other tax imposed upon services delivered to the Chehalis Tribe on the Chehalis Reservation or trust lands. Contractor's fee shall not include any such tax on such services.

F. INDEPENDENT CONTRACTOR

Contractor's services shall be furnished by Contractor as an independent contractor. Nothing in this Agreement shall be construed to create a relationship of employer-employee, joint venture, or any partnership relationship. Contractor is an independent contractor for all purposes, including employment insurance and tax liability. The Chehalis Tribe will not deduct federal withholdings tax, social security, insurance or any other payroll benefits or gratuities.

G. Contractor shall not enter into any subcontracts for any of the work scheduled under this Contract, or assign any right, interest or obligation under this Contract, without obtaining prior written approval of the Tribe.

H. Contractor shall obtain and maintain all required licenses or permits, and meet all requirements of the Tribe, State, and/or Federal laws as applicable for the successful completion of this project. Contractor will provide copies of his Contractor's License, Workers Compensation, Bonding and/or Insurance Certificate. This requirement applies to any and all approved Sub-Contractors.

I. TERMINATION

This Agreement may be terminated as follows:

Upon the mutual written consent of Contractor and Chehalis Tribe.

By either party due to the other party's failure to perform any of the conditions or covenants of this Agreement, by providing 3 days' notice in writing to the other party stating the reason(s) for termination. Upon 30 days' written notice by one party to the other party for any reason.

In the event of termination under Section (G)(1), (G)(2), or (G)(3) Contractor will be compensated for the work that has been satisfactorily completed up to the date of termination.

J. FORCE MAJEURE

Whenever either party is required or permitted to perform any act under this Agreement within a time limit, the performance thereof shall be excused for such period as the party is delayed from performing

such act by force majeure, including, without limitation, fire, flood, act of God, any act of war, laws, rules, or regulations outside the party's control.

K. NO ASSIGNMENT

Contractor shall not assign this Agreement, or any part thereof, without the prior written consent of the Chehalis Tribe.

L. INDEMNIFICATION

Contractor shall be responsible for and shall indemnify and hold the Tribe, its officers, agents, and employees harmless from all liability resulting from the acts of omissions of the Contractor and its agents, subcontractors, and employees. The Tribe shall be responsible for and shall indemnify and hold Contractor, its officers, agents, and employees harmless from all liability resulting from the acts of omissions of the Tribe and its officers, agents, subcontractors, and employees.

M. INSURANCE

Continuously throughout the term of this Agreement, Contractor shall carry and maintain, at Contractor's expense, general liability, errors and omissions, automobile, property damage, and if applicable, workers' compensation insurance. Contractor must provide a Certificate of Insurance naming the Tribe as Additional Insured and showing the following coverages:

Commercial General Liability Each Occurrence \$1,000,000

General Aggregate \$2,000,000

Products/Completed Operations Aggregate \$2,000,000

Personal Advertising Injury \$1,000,000

Damages to Rented Premises \$50,000

Errors and Omissions:

Commencing on the effective date and continuing during the term of this Agreement and for a period of three (3) years subsequent to the termination date of this Agreement for any reason, the Contractor shall maintain errors and omissions insurance (with the Tribe as named insured) with a policy limit of \$2,000,000.

Automobile Liability: \$1,000,000

Including Any Auto or Hired & Non-Owned Autos

Workers' Compensation:

Statutory Workers' Compensation insurance as prescribed by applicable law as evidenced by a Certificate of Insurance from State of Washington Department of Labor and Industries during the period of this contract.

WA Stop Gap (Employers Liability)

Per Accident \$1,000,000

Disease \$1,000,000

Each Employee \$1,000,000

N. RESOLUTION OF DISPUTES

Contractor and the Tribe agree to make every effort to negotiate and resolve disputes arising under this Agreement. If, however, resolution cannot be achieved, then either Contractor or the Tribe may bring the facts of the dispute to the Chehalis Tribal Court. Contractor and the Tribe agree that any litigation necessary to enforce the obligations of either party under this Agreement must be brought in the Chehalis Tribal Court to the extent jurisdiction obtains. The laws of the Chehalis Tribe shall govern this Agreement both as to interpretation and performance. In the absence of tribal law, federal law applies. Nothing in this Agreement shall be construed to constitute a waiver of the Chehalis Tribe's sovereign immunity.

O. WAIVER

Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this Agreement shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

P. NOTICES

For all notices, payments, and other communications, the parties acknowledge that notice to the following address is adequate:

To Contractor:

To Tribe:

Chehalis Tribe

ATTN: Christopher Moffet

PO Box 536 Oakville, WA 98568

Q. RECORDS

Contractor shall provide access to any and all of Contractor's books, papers, or other records directly pertinent to the services provided by Contractor under this Agreement to the Chairperson of the Chehalis

Tribe, or the Comptroller of the United States, or their designee(s) on request. Contractor shall maintain such books, papers, or other records and grant such access for a period of not less than three (3) years following receipt of final payment.

R. WARRANTY AND STANDARD OF CARE

Contractor warrants that it shall perform all services under this Contract in a diligent, professional, and workmanlike manner, consistent with the generally accepted standards of care, skill, and diligence ordinarily exercised by qualified professionals performing similar services for similar projects under similar circumstances. Contractor further warrants that its work products, including reports, studies, analyses, and design documents, shall be prepared in accordance with applicable Tribal, federal, and industry standards in effect at the time the services are performed.

Contractor shall, at no additional cost to the Tribe, correct or revise any errors, deficiencies, or omissions in its work that are identified within twenty-four (24) months after final acceptance of the work, to the extent such errors, deficiencies, or omissions result from Contractor's failure to comply with the standard of care described above.

S. DRUG AND ALCOHOL FREE POLICY

Contractor shall maintain and enforce adequate internal policies and procedures to ensure that Contractor and Contractor's employees, agents, and subcontractors maintain a drug-and-alcohol-free work environment. The use of drugs or alcohol by Contractor or any of Contractor's employees, agents, or subcontractors while providing services under this Agreement, or the performance of services under this Agreement by such persons while under the influence of drugs or alcohol, shall constitute a material breach of this Agreement. In the event of such a breach, the Chehalis Tribe may terminate this Agreement immediately by giving verbal or written notice to Contractor or to Contractor's senior on-site agent or employee.

T. CRIMINAL CONVICTION POLICY

The Chehalis Tribe maintains the inherent authority to remove and exclude from the territory of the Chehalis Tribe, which includes the Chehalis Reservation and tribal trust lands, any person who is not an enrolled Chehalis tribal member and whose presence in the Tribe's territory may be injurious to the peace, health, or welfare of the Chehalis Tribe. Contractor shall maintain and enforce adequate internal policies and procedures to ensure that neither Contractor nor Contractor's employees, agents, or subcontractors who provide services to the Tribe under this Agreement in the Tribe's territory shall have been convicted of a criminal offense consisting of a "sex offense" requiring registration as a "sex offender," as those terms are defined or understood under the laws of the United States, Chehalis tribal law, or the law of any tribe or state. The presence of such a person in the Tribe's territory on Contractor's

behalf under this Agreement shall constitute a material breach of this Agreement. In the event of such a breach, the Tribe may terminate this Agreement immediately by giving verbal or written notice to Contractor or to Contractor's senior on-site agent or employee. The Tribe reserves the right to confirm Contractor's compliance with this provision by conducting a criminal background check of Contractor and any of Contractor's employees, agents, or subcontractors who perform services within the territory of the Chehalis Tribe under this Agreement. Contractor shall comply in a timely manner with the Tribe's reasonable request for the personal identifying information of Contractor or Contractor's employees, agents, or subcontractors for the limited purpose of performing a criminal background check to verify Contractor's compliance with this provision.

U. LICENSING

Contractor shall, as soon as practicable, request an evaluation from the Chehalis Tribal Planning Department as to whether a tribal business license is required for the services contemplated under this Agreement. Contractor agrees to apply for and obtain any and all licenses required by that Department.

V. ENTIRE AGREEMENT

This written Agreement represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when executed by each of the parties and delivered to the other party.

Confederated Tribes of the Chehalis Reservation

Signed: _____ Date: _____

Name: _____ Title: _____

Contractor

Signed: _____ Date: _____

Name: _____ Title: _____

The Confederated Tribes of the Chehalis Reservation

NOTICE TO PROCEED

To: _____

Date: _____

Company: _____

Project: Confederated Tribes of the Chehalis Reservation – Solar Feasibility and Design

You are hereby notified to commence WORK in accordance with the Agreement dated _____.

Contract time will begin on _____ (the 5th working day following this notice) or on the first day of SOW activity, whichever occurs first. You are to complete the WORK, in all respects, within the schedule listed in the RFP.

For: The Confederated Tribes of the Chehalis Reservation

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

_____ on this, the _____ day
of _____, 2026.

Signature: _____

Name: _____

Title: _____