

TO ALL PLANHOLDERS OF RECORD.

**RE:** Request for Proposals (RFP) – Solar Array and Back-up Battery

**FROM:** Cari Clizbe, Project Coordinator, tel. 360-353-8913, cclizbe@cowlitz.org

**PAGE(S):** Four (4), including this cover sheet.

**DATE:** December 3, 2024

Transmitted herewith is Addendum No. 2. If the Addendum is **not** received in full, please contact Cari Clizbe using contact information listed above. If all pages of the Addendum are received, please sign this sheet and include it in your bid package.

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Company's Name

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Company's Representative

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Date

**ADDENDUM NO. 2**  
December 3, 2024

Request for Quotations (RFP) – Solar Array and Back-up Battery

This document forms a part of and modifies the RFP as noted below. Offerors should acknowledge their receipt of this Addendum to the street address or email address listed below with your RFP submission package. Failure to do so may subject Offerors to disqualification.

FOR: Cowlitz Indian Tribe  
Public Works Department  
929 Fir Street  
Longview, Washington 98462  
Attention: Cari Clizbe  
Email: [cclizbe@cowlitz.org](mailto:cclizbe@cowlitz.org)

The following corrections, clarifications and/or deletions to the RFP are hereby made a part of said documents.

This addendum consists of four (4) pages.

**ADDENDUM NO. 2**

**DUE DATE AND TIME FOR RFP RESPONSE IS POSTPONED:**

1. Due Date and Time for RFP Response is being postponed until 3:00 PM, PST, Thursday, January 9, 2025 due to the upcoming holiday season.
2. Page 9 of RFP is now being changed and is attached to this Addendum No. 2 to reflect changed **TARGET SCHEDULE OF EVENTS (PER ADDENDUM NO. 2)**
3. The dates and times referenced previously on any and all pages of the original RFP are now being changed with the dates listed in **TARGET SCHEDULE OF EVENTS (PER ADDENDUM NO. 2)**.

All other terms and conditions of this RFP remain the same.

**UPDATED PAGE 9 OF RFP (PER ADDENDUM NO. 2)**

**TARGET SCHEDULE OF EVENTS**

<b>EVENT</b>	<b>TIME</b>	<b>DATE</b>
RFP issued		November 12, 2024, Tuesday
Mandatory Site Visit		Call to schedule
Written Questions due to CIT	3:00 P.M.	November 20, 2024, Wednesday
Addendum with Questions & Answers Issued by CIT		December 3, 2024, Tuesday
<b>RFP Proposals Due to CIT</b>	<b>3:00 P.M.</b>	<b>January 9, 2025, Thursday</b>
Notice of Intent to Award is issued		January 23, 2025, Thursday
Intended Date for Notice to Proceed		The date the contract is duly executed by both parties. Anticipated Date: TBD
Work Begins		As described in the Notice to Proceed Letter sent to Contractor.
Work Complete		DATE; TBD

**SOVEREIGN IMMUNITY**

CIT is a Federally Recognized Indian Tribe and exercises Sovereign Immunity, as stated in CIT Procurement Code, §9-401 *Sovereign Immunity in Connection with Contracts*, as follows:

(1) *Solicitation and Award of Contracts.* If concerning a matter outside of the Tribal Trust lands, unless otherwise modified by contract signed by duly authorized Tribal Council representative or by funding obligations outside the control of Tribal government, the Cowlitz Tribal Court shall have jurisdiction over an action between the Tribe and a bidder, offeror, or contractor, prospective or actual, to determine whether a solicitation or award of a contract is in accordance with the Constitution, statutes, policies, and the terms and conditions of the solicitation. The Tribal Court shall have such jurisdiction, whether the actions are at law or in equity, and whether the actions are for monetary damages or for declaratory, injunctive, or other equitable relief.

(2) *Debarment or Suspension.* The Cowlitz Tribal Court shall have jurisdiction over an action between the Tribe and a person who is subject to a suspension or debarment proceeding, to determine whether the debarment or suspension is in accordance with the Constitution, statutes, and policies. The Cowlitz Tribal Court shall have such jurisdiction, whether the actions are at law or in equity, and whether the actions are for declaratory, injunctive, or other equitable relief.

(3) *Actions Under Contracts or for Breach of Contract.* The Cowlitz Tribal Court shall have jurisdiction over an action between the Tribe and a contractor, for any cause of action which arises under, or by virtue of, the contract, whether the action is at law or in equity, whether the action is on the contract or for a breach of the contract, and whether the action is for monetary damages or declaratory, injunctive, or other equitable relief.

*(4) Limited Finality for Administrative Determinations.* In any judicial action under this Section, factual or legal determinations by employees, agents, or other persons appointed by the Tribe shall have no finality and shall not be conclusive, notwithstanding any contract provision, regulation, or rule of law to the contrary, except as provided in Section 3-701 (Finality of Determinations).

By submitting a proposal to this solicitation, Bidder agrees that the Cowlitz Indian Tribe has not waived or otherwise abridged its sovereign immunity. The Bidder further understands that the Cowlitz Indian Tribe does not and will not submit to the jurisdiction of any state or Federal courts in any finally executed contract between the parties.

Notwithstanding any other terms or provisions of this RFP and any subsequent executed contract, Contractor understands and agrees that the Cowlitz Indian Tribe, by posting this RFP and/or entering into subsequent contracts, the Cowlitz Indian Tribe does not waive its sovereign immunity from suit, nor does it waive, alter, or otherwise diminish its sovereign rights, privileges, remedies, or services guaranteed by federal law.

**END OF RFP**

END OF ADDENDUM NO. 2