



**TANANA CHIEFS CONFERENCE
REQUEST FOR QUOTES**

SOLAR PANEL INSTALLATION

June 18, 2024

**ON THEIR PROPERTY LOCATED AT
2605 BADGER ROAD
NORTH POLE, ALASKA 99705**

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I. SOLICITATION

Tanana Chiefs Conference (TCC) is soliciting quotes from qualified Contractors to provide all labor, materials, and equipment to install Solar farm on property located 2605 Badger Road as described in the Project Documents.

Registration

Contractors are required to register no later than 5:00 P.M. on July 1, 2024, in order to receive any addenda notifications. To register, please send an email to Cortnie Doan at cortnie.doan@tananachiefs.org. Include firm name, address, telephone number, and contact person.

Site Visit

Bidders are able to visit the site at 2605 Badger Rd prior to submission of their bid. Bidders need to contact project manager Cortnie Doan to schedule a site visit.

Written Questions

All questions must be submitted in writing to Cortnie Doan at the above email address prior to 5:00 P.M. on July 1, 2024.

The final Addendum responding to submitted questions shall be release no later than July 9, 2024.

Quotes Due

Quotes are to be submitted by email to cortnie.doan@tananachiefs.org no later than 2:00 PM, Friday July 19, 2024 in order to be considered responsive. Late quotes shall not be accepted or evaluated.

Note: Participation in this RFQ process does not guarantee a commitment to contract with TCC, nor does it obligate TCC to compensate for quote preparation expenses. TCC reserves the right to select or reject any quote, issue subsequent RFQs, correct procedural errors, and contract one or more firms for the services described herein.

II. SCOPE OF WORK

Provide all labor, materials and equipment to meet the requirements of the Project Information and any other items as described in the Project Documents. Each bidder shall thoroughly examine the work area and be familiar with the contract documents. The failure or neglect of a bidder to receive or examine any contract document or any part thereof shall in no way relieve it from any obligation with respect its quote or to the contract. No claim for additional compensation shall be allowed which is based upon a lack of knowledge of any contract document.

Table 1. List of major construction components provided as general list only

Description	TCC Provided Contractor Installed	Contractor Provide Contractor Installed
Complete Polar Racking System with engineers stamp	X	
SEG solar modules (2,888)	X	
Concrete and Rebar per design		X
Construction Power Electrical Drop		X
Any and all necessary hand tools/equipment		X
Certified Payroll Forms showing Compliance with Davis Bacon Wages		X

III. PROJECT INFORMATION

- A. The project will remain within the boundaries shown on the Project Map.

Foundation/Staking

- B. Tanana Chiefs Conference will identify the property corners and a fence will be installed to protect material and equipment in the area. TCC will ensure surveyor has staked out the gravel pads and that pads are constructed to our specifications. Contractor will be responsible for stringing out individual placement of tubs to be filled with concrete and the steel uprights.
- C. Ensure ground has appropriate ground preparation before pouring concrete into the tub, see maximum ground & table slope on page 9 of Polar Racking Installation guide. If ground is not adequately level please consult with Tanana Chiefs Conference immediately before proceeding.

Installation Instructions (A-Frame)

- D. Ensure A-frames legs (hardware) are properly placed in tubs prior to pouring concrete; within specification and that tubs and necessary rebar are placed per the installation instructions provided by the racking supplier.
- E. Contractor must note that there are 2 different styles of tubs required for proper construction: 28 Tubs (TUB 1, see specification on Drawing No. L-01 on Polar Racking Layout & Details document) and 242 Tubs (TUB 2, see specification on Drawing No. L-01 on Polar Racking Layout & Details document).
 - a. Racking overview is provided on Page 7 of the installation manual provide by Polar Racking (see document: Polar Racking, Core – Installation Manual, Ballasted Portrait System).
 - b. The tubs are pour-in-concrete ballasted tubs and will require: ~11,264 lbs/tub(1) ~2.82 yards/tub for TUB 1 (orange tub) & 8,190.61 lbs/tub(2) or ~2.05 yards of concrete for Tub 2 (yellow tubs) per installation instructions.
 - c. Pouring of the concrete into the tub must be done after all legs/ A-frames are placed in position within the tubs.

See specification on Drawing No. L-01 on Polar Racking Layout & Details document, on detail A- Tables Top View as well as page 8 for polar racking installation manual.

- F. Ensure all posts within A-frames are installed within specified tolerances, if expanded adjustments are needed (due to ground variations) please consult both Tanana Chiefs Conference and Polar Racking.
- G. Proceed to install all hardware as per indicated on site-specific engineering drawings and tighten using steel wire to prevent them from moving during the pour of the concrete or stone. Material is only to be poured once no further adjustment is required and all Quality checks have been completed. North- South Beams are to be set at the appropriate tilt-angle; 40° (see pages : 11-19 of Polar Racking Installation for specifications) – Contractor will be solely responsible for complying with necessary installation instructions provided by the racking manufacturer, detailing a methodology for ensuring torque specifications are met and communicating with TCC or the racking vendor where necessary to address questions.

Installation Solar Photovoltaic (PV) Modules (Top or Direct)

- H. Begin with the south row and the most easterly module; check “A” and “B” distances (see page 20 of Polar Racking Installation Guide) match with Issued for Construction Drawing tables (Polar Racking Layout & Details document) for the SEG 550W modules width; ensure bolts are properly torqued to spec (refer to section 2-b of Polar Racking Installation Guide).
- I. Ensure modules are bonded to the rack as seen on page 25 of Polar Racking Installation guide. Electrical work to be completed by others will include direct-to-earth grounding of the racks according to the latest edition of the National Electrical Code, including NEC 250: Grounding and Bonding, NEC 690: Solar Photovoltaic Systems, and CSA C22.1, Safety Standard for Electrical Installations, Canadian Electrical Code, Part 1.
- J. Route PV module cables through closest purlines to string with the next module box cable, to ensure proper cable management.
- K. Contractor will need to obtain and be responsible for any and all permits.
- L. Contractor will develop and have a Spill Prevention & Response Plan submitted to TCC.

IV. WORK CONSIDERATIONS/RESTRICTIONS

- A. **Work Hours/Days:** Contractor shall work within the normal work hours of 8:00 am to 5:00 pm, Monday through Friday. Alternative hours and days will be considered by TCC upon request.
- B. **Electrical:** No electrical power will be available.
- C. **Excessive Disruptions:** Coordinate work with Project Manager a minimum 48 hours in advance.
- D. **Debris:** All miscellaneous construction debris must be placed in a contractor provided dumpster at the end of every shift or hauled off site. Debris will not be allowed to accumulate on site. If utilizing a dumpster, coordinate location with the Construction Manager. All materials excavated to be reused may remain on site. Location to be confirmed after project award.
- E. **Restrooms:** Temporary restrooms will be required and provided by the contractor.
- F. **Protection:** Contractor will be responsible for protecting and maintaining cleanliness of the surrounding areas for the duration of the project.
- G. **Contractor Staging Area:** Contractor staging area shall be in a clearly delineated location within the fenced in confines of the property , where the work takes place. Contractor shall be responsible for ensuring the fenced in staging area is secure and shall be responsible for any and all hand tools on site. Specific location to be provided after award.
- H. **Inspections:** Contractor will be responsible for coordinating any required city,

borough, state and federal inspections required during construction, including substantial completion and final completion inspections with the appropriate entities. Provide the Construction Manager a minimum of three (3) days advance notice prior to the substantial and final inspections. Provide the Construction Manager a copy of all tests and inspections within 48 hours after completion of test or inspection.

- I. **Contractor Access:** Contractor access to the site will be coordinated with the Project Manager after award of contract.
- J. **Coordination Meetings:** A kick-off meeting shall be scheduled and conducted by the Contractor prior to the start of the work to discuss the schedule, submittals, etc., to assure a mutual understanding of the work between the Contractor and the Owner. Construction coordination meetings to be held as needed with Subcontractors, Project Manager and TCC (time and place to be determined). Contractor shall provide progress updates weekly, at a minimum.
- K. **Submittals:** Submit submittals as required in Drawing Specifications, in electronic format, to the Project Manager for approval, prior to installation.

V. SCHEDULE

The anticipated project schedule is as follows;

Registration/Question Deadline	July 1, 2024
Final Addendum Issued	July 9, 2024
Deadline for Quote	July 19, 2024 2pm
Issue Notice of Intent to Award (NOITA)	July 30, 2024
Estimated execute Construction Contract /Notice to Proceed	August 16, 2024
Construction Completion	Sept. 30, 2024

All dates are approximate and contingent upon the completion of previous activities. Contractor shall submit a work schedule for approval, prior to the start of the work.

All times are Alaska Standard time.

VI. TERMS AND CONDITIONS

- A. **Waiver of Minor Informalities.** TCC expressly reserves the right to waive minor informalities, negotiate changes or reject any and all quotes and to not award the proposed contract, if in its best interest. "Minor informalities" means matters of form rather than substance which are evident from the submittal or are insignificant matters that have negligible effect on price, quantity, quality, delivery or contractual conditions and can be waived or corrected without prejudice to the other Proposers.
- B. **Quotes.** TCC reserves the right to not accept or reject any and all Quotes.
- C. **Native Hire.**
If this contract involves a federal program or if the State of Alaska is acting under congressional delegation of federal trust authority the Contractor will provide employment

preference for Native Americans in activities under this contract under Public Law 93-638 and other applicable laws.

D. Compliance.

Contractor agrees to comply with all applicable federal and state laws, orders and regulations including, but not limited to Executive Order 11246 as amended, and the regulations at 41 CFR 60-1 through 60-60, and 36 United States Code (USC) §2012, the Vietnam Era Veterans Readjustment Assistance Act of 1974, and §503 of the Rehabilitation Act of 1973, as amended, and the requirements listed at 41 CFR 60-741, the BETS-100 reporting requirement listed at 41 CFR 60-250.10, and any applicable criminal history or background check requirements.

E. Records and Retention.

Contractor will provide TCC, the Comptroller General of the United States, and any federal or state grantor agency that contributed any portion of the contract funding, access to any books, documents, papers, and records of Contractor related to the contract for the purpose of making audits, examinations, excerpts and transcriptions. Contractor agrees to maintain all such records for at least Seven (7) years from the date when final contract payment is made by TCC to the Contractor.

F. Termination.

Either party may terminate this contract upon Thirty (30) day written notice to the other party. If TCC terminates this contract without cause, the Contractor shall be paid for the percentage of total work under the contract that has been satisfactorily completed, less advances for the current month. TCC may terminate this contract immediately for a breach, non-performance, or material non-compliance with the terms of this contract, or Contractor terminates this contract for a reason other than a breach by TCC, the Contractor shall be liable to TCC for damages equal to the difference between the contract price and cost to TCC to complete the work.

G. Privacy and Confidentiality.

TCC is required to safeguard the privacy of its clients and to protect their rights to confidentiality. Federal or state privacy or confidentiality laws and regulations protect certain information including a client's identity or presence for purposes of treatment. Contractor is responsible to apprise itself of and abide by the provisions of all federal or state laws and regulations that may apply including, but not necessarily limited to, the Alcohol and Other Drug Confidentiality Rule, 42 CFR Part 2, and the Health Insurance Portability and Accountability Act Privacy Rule, 45 CFR Sections 160 and 164, and to preserve and safeguard the privacy and confidentiality of TCC clients. Contractor shall not disclose the identity of any TCC client or share any information or observations regarding any TCC client. Contractor shall keep confidential all information about any TCC employee learned in connection with this contract or performance of the Services. Contractor shall hold all information made available by TCC to Contractor in strict confidence. If Contractor has any questions regarding matters of privacy or confidentiality, Contractor is to contact the TCC contract manager.

H. Independent Contractor.

Contractor is an independent contractor, not an employee of TCC. Contractor shall possess a valid, current Alaska business license and City of Fairbanks business license, if applicable, and such other permits and licenses required to perform the work required by this contract. Contractor is solely responsible for all taxes, employee withholdings, workers' compensation insurance, and unemployment insurance.

I. Expenses.

TCC and Contractor will each pay for the negotiation and performance of their respective obligations under this contract.

J. Prohibition on Subcontracting and Assignment

Contractor agrees not to subcontract to any extent the Services without the prior consent of TCC. Neither party may assign its rights, interests, or obligations under this contract without the prior consent of the other party.

K. Disclosure of Potential Conflicts of Interest

Before signing this contract, Contractor agrees to disclose to the TCC contract manager any relationship that may be a potential conflict of interest related to the performance of the Services. A potential conflict of interest includes, but is not limited to, Contractor being related within the third degree of blood relationship to an employee of TCC, Contractor having an existing financial interest with TCC, or Contractor having an existing financial interest with any person involved in the signing of this contract. By signing this contract, Contractor represents and warrants that it has made all required disclosures to TCC. Any breach of this Section will be considered a material breach of this contract.

L. Contractor's Representations.

Contractor represents and warrants that Contractor is qualified to perform the Scope of Services outlined in **Section II**, and has obtained all professional licenses, business licenses, permits, or governmental approvals necessary for performance of the Services.

M. Debarment and Suspension Certification.

Contractor certifies that neither it nor its principals are listed on the Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension."

N. Equal Employment Opportunity.

Subject to Section 6, Contractor will comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

O. Anti-Lobbying Certification.

(This provision applies if the contract amount exceeds \$100,000). Contractor agrees that it has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, grant, or any other award covered by 31 USC §1352.

P. Clean Air Act and Federal Water Pollution Control Act Certification.

(This provision may apply if the contract amount exceeds \$100,000). Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC §7401 et seq.) and the Federal Water Pollution Control Act as amended (33 USC §1251 et seq.).

Q. Rights to Inventions Made Certification.

(This provision is applicable if the contract is for the performance of experimental, developmental, or research work). Contractor agrees that the Federal Government and TCC shall have all rights to any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

R. Severability.

If any provision of this contract is held invalid, such provision is ineffective only to the extent prohibited or invalidated by law, without invalidating the remaining provisions of this contract.

S. Complete Contract.

This contract, together with any attachments or other documents expressly referenced, comprises the complete agreement between the parties and supersedes any prior understandings, contracts or representations by or between the parties.

T. Counterparts.

This contract may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

U. Governing Law and Forum

The internal law of the State of Alaska, without regard to conflicts of laws principles, governs the construction, validity, interpretation, and performance of this contract. Any claim under this contract shall be filed in the courts of the State of Alaska, Fourth Judicial Organization at Fairbanks.

V. Headings.

Headings in this contract are used for reading convenience only.

W. Amendment and Waiver.

This contract may not be amended or waived except by a writing signed by both parties. No course of dealing will amend or waive any part of this contract.

X. Notices.

All notices, demands and other communications to be given under this contract will be in writing and will be deemed to have been given when personally delivered or Three (3) days after being mailed by first class mail, or when receipt is acknowledged if sent by fax or other electronic transmission. Notices, demands, and communications will, unless another address is specified in writing, be sent to the respective addresses indicated on award documents

Y. Performance Bond and Payment Bond.

Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Sum, as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. Bonds shall remain in effect until one year after the date when final payment becomes due under Article 12 or until completion of the period of correction under Article 14 ("Correction of Work") and Section 8.5 ("Warranty"), whichever is later

Z. Contractor.

Agrees to comply with and pay prevailing wage rates under the Davis-Bacon Act, 40 U.S.C. §§ 3141–3148, in accordance with 24 C.F.R § 1000.16, and to pay wages not less than once a week. Contractor must also comply with the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 3701–3708, and pay laborers and mechanics at least one and one-half times their regular rate of pay for all hours Worked over 40 in a Workweek. Further, no laborer or mechanic must be required to Work in surroundings or under Working conditions which are unsanitary, hazardous, or dangerous.

VII. AN/AI (ALASKA NATIVE OR AMERICAN INDIAN) REQUIREMENTS

- A. The Contractor and its subcontractors are required to employ AN/AI workers in sufficient numbers to equal, at a minimum, 25% of the firm's workforce for this project.
- B. TCC recognizes that not all contractor and subcontractor firms will be able to comply with the 25% AN/AI hire requirement. In this case, the contractor will be required to demonstrate an effort of good faith.

VIII. Attached Documents

Through the submission of their response to this RFP the contractor acknowledges their receipt of the attached, included documents

- A. Appendix A- Identification of business organizations and AN/AI ownership form (required with quote if applicable)
- B. 2605 Badger Road site photos
- C. Polar Racking IFC design and engineering documents
- D. Polar racking installation manual
- E. Badger road Electrical Planset (as reference only)

IX. INSURANCE REQUIREMENTS

Article 1. Indemnification

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the contracting agency's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

Article 2. Insurance

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, TCC shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance, including all required additional insured and waiver of subrogation endorsements, must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions.

Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under Alaska Statute.

Workers' Compensation Insurance. The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by the State of Alaska, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements.

Commercial General Liability Insurance. covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$1,000,000 per occurrence and \$2,000.00 in the aggregate.

Tanana Chiefs Conference shall be included as an insured under the commercial General Liability Insurance, using ISO additional insured endorsements CG 20 10 and CG 20 37 or their equivalent, including coverage for Tanana Chiefs Conference with respect to liability arising out of both ongoing and the completed operations of Contractor. Completed operations coverage shall be maintained in effect for the benefit of Tanana Chiefs Conference for a period of 2 years following the completion of the work specified in this contract. Continuing Commercial General Liability insurance shall have products-completed operations limits that match these required limits of the contract.

Business Automobile Liability Insurance. covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$1,000,000 combined single limit for each accident.

Waiver of Subrogation. Contractor waives all rights against TCC and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the above policies maintained pursuant to this agreement. Contractor shall obtain an endorsements to the above policies to affect this waiver.

No Representation of Coverage Adequacy. By requiring insurance herein, TCC does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to TCC in this contract.

Builders Risk.

Contractor shall purchase and maintain in force builders risk insurance on the entire work. Such insurance shall be written on a completed value form and in an amount equal to the initial contract sum plus subsequent modifications of the contract sum. The insurance shall apply on a replacement cost basis. The insurance policy will allow occupancy and will not contain a coinsurance clause.

The insurance as required shall name as insureds the Owner, Contractor, and all subcontractors and sub-subcontractors in the work. The insurance policy shall contain a provision that the insurance will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to Owner.

The insurance as required shall cover the entire work at the site identified in **Section I Solicitation**, including reasonable compensation for architects' services and expenses made necessary by an insured loss. Insured property shall include portions of the work located away from the site but intended for use at the site, and shall also cover portions of the work in transit, including waterborne transit if applicable. The policy shall cover the cost of removing debris, including demolition as may be made legally necessary by the operation of any law, ordinance, or regulation. The insurance as required shall, at a minimum, cover the causes of loss insured under the ISO special causes of loss form (CP 10 30) and shall be endorsed as needed to provide full coverage for loss or damage from collapse, including collapse resulting from design error, include testing and the perils of earthquake and flood.