



REQUEST FOR QUOTATION

Quotations will be received until 2 p.m. January 31st, 2024

RFQ Title.: Solar Panel Module, Badger Road

Tanana Chiefs Conference
122 First Avenue
Fairbanks, AK 99701

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Date January 16, 2024

VENDOR NOTICE (This is NOT a Purchase Order)

This is an informal quotation that will not be read at public opening. The information may be publicly reviewed after award. The terms and conditions should be reviewed and understood before preparing a quotation. The quotation shall be the best net price, FOB destination, to include all delivery charges, but exclude applicable taxes. Delivery schedule and discount for early payment shall be indicated in the spaces provided below. Return the quotation by the above time and date to the email address listed below. Please reference the RFQ Title on the subject line in your email.

Delivery Location:
2605 Badger Rd North Pole, AK 99705

Quotes shall be returned to:
Cortnie Doan – cortnie.doan@tananachiefs.org

VENDOR QUOTATION

Item	Description of Supply or Service	Qty	Unit	Unit Price	Extended Price
1	Solar Panel Module, Split Cell, Monocrystalline, Bifacial, Tier 1 Panels, 550-650 Watt per module. SEG Solar Yukon Series or TCC approved equal. BABA compliant preferred (not required) Delivery Date: May 1 st , 2024 Delivery Location: Tanana Chiefs Conference 2605 Badger Rd North Pole, AK 99501 Delivery POC: Ed Dellamary (907) 452-8251 Ext. 3279 Optional purchase of shipping containers for on-site storage is preferred. Please indicate additional cost and quantity of containers	1.2	MW	\$ _____	\$ _____
		_____	Each	\$ _____	\$ _____

THIS SECTION MUST BE COMPLETED BY VENDOR

Delivery shall be made _____ calendar days after receipt of order.

Company Name	Address	City	State	ZIP Code	Phone Number
Alaska Business License No.	Vendor Tax I.D. No.				
_____ Signature		_____ Date			
		_____ Typed Name and Title			

**INSTRUCTIONS TO BIDDERS
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1. REQUEST FOR QUOTATION (RFQ) REVIEW: Offerors shall carefully review this RFQ for defects and questionable or objectionable material. Offerors' comments concerning defects and questionable or objectionable material in the RFQ must be made in writing and received by the purchasing authority before the date and time set for receipt of quotes. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective quote, upon which award cannot be made, and the resultant exposure of offerors' prices. Offerors' original comments should be sent to the purchasing authority listed on the front of this RFQ.

2. QUOTATION FORMS: Offerors shall use this and attached forms in submitting quotes. A photocopied quote may be submitted.

3. SUBMISSION: Quotations shall be signed where applicable and received at the designated Purchasing Office no later than as indicated.

4. 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" is defined as 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.

5. EXTENSION OF PRICES: In case of error in the extension of prices in the quote, the unit prices will govern; in a lot bid, the lot prices will govern. Negligence by the vendor in preparing the quotation confers no right for the withdrawal of the quotation after it has been opened.

6. PRICES: The offeror shall state prices in the units of issue on this RFQ. Prices quoted for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost.

7. PAYMENT FOR PURCHASES: Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided, will be made within 30 days of the receipt of a proper billing and the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement which establishes a lower interest rate or precludes the charging of interest.

8. VENDOR TAX ID NUMBER: If goods or services procured through this RFQ are of a type that is required to be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the TCC before payment will be made.

9. INDEMNIFICATION: The Contractor shall indemnify, hold harmless, and defend TCC 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 TCC for a claim of, or liability for, the independent negligence of TCC. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of TCC, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "TCC", 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 TCC selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

10. INSURANCE: Before starting performance of Services, Contractor will provide to TCC proof of the following insurance obtained and maintained through the term of the Contract through an insurance carrier(s) licensed in the State of Alaska:

- Commercial general liability insurance with limits of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;

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- Automobile insurance with limits of no less than \$1,000,000.00 combined single limit coverage; and
- Worker's Compensation insurance as required by the State of Alaska.

11.SEVERABILITY: If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

12.TITLE: Title passes to TCC for each item at FOB destination.

13.COMPLIANCE: In the performance of a contract that results from this RFQ, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.

14.SUITABLE MATERIALS, ETC.: Unless otherwise specified, all materials, supplies or equipment offered by an offeror shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

15.SPECIFICATIONS: Unless otherwise specified in the RFQ, product brand names or model numbers are examples of the type and quality of product required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.

16.FIRM OFFER: For the purpose of award, offers made in accordance with this RFQ must be good and firm for a period of ninety (90) days from the date of quote opening.

17.QUOTE PREPARATION COSTS: TCC is not liable for any costs incurred by the offeror in quote preparation.

18.CONTRACT FUNDING: Offerors are advised that funds are available for the initial purchase. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

19.CONFLICT OF INTEREST: Before signing this contract, the 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.

20.ASSIGNMENT(S): Assignment of rights, duties, or payments under a contract resulting from this RFQ is not permitted unless authorized in writing by the project manager of TCC. Quotes that are conditioned upon TCC approval of an assignment will be rejected as nonresponsive.

21.SUBCONTRACTOR(S): Within Seven (7) calendar days of notice from TCC, the apparent low bidder must submit a list of the subcontractors that will be used in the performance of the contract. The list must include the name of each subcontractor and the location of the place of business for each subcontractor and evidence of each subcontractor's valid Alaska business license. Contractor shall not contract with any subcontractor or supplier to whom Owner or Project Manager has made a timely and reasonable objection.

22.FORCE MAJEURE (Impossibility to perform): The parties to a contract resulting from this RFQ are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure

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or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

23.LATE QUOTES: Late quotes are quotes received after the time and date set for receipt of the quotes. Late quotes will not be accepted.

24.DEFAULT: In case of default by the contractor, for any reason whatsoever, TCC may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

25.DISPUTES: If a contractor has a claim arising in connection with a contract resulting from this RFQ that it cannot resolve with TCC by mutual agreement, it shall pursue a claim, if at all,

26.GOVERNING LAW; FORUM SELECTION: A contract resulting from this RFQ is governed by the laws of the State of Alaska. To the extent not otherwise governed by section 29 of these Standard Terms and Conditions, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

27. CONSUMER ELECTRICAL PRODUCT: AS 45.45.910 requires that "...a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990, unless the product is clearly marked as being listed by an approved third party certification program." Electrical consumer products manufactured before August 14, 1990, must either be clearly marked as being third party certified or be marked with a warning label that complies with AS 45.45.910(e). Even exempted electrical products must be marked with the warning label. By signature on this quote the offeror certifies that the product offered is in compliance with the law. A list of approved third party certifiers, warning labels and additional information is available from: Department of Labor, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925, [Mechanical Inspection \(alaska.gov\)](http://Mechanical%20Inspection%20(alaska.gov))

28. CONTINUING OBLIGATION OF CONTRACTOR: Notwithstanding the expiration date of a contract resulting from this RFQ, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

29. ORDER DOCUMENTS: Except as specifically allowed under this RFQ, an ordering department will not sign any vendor contract. TCC is not bound by a vendor contract signed by a person who is not specifically authorized to sign for TCC under this RFQ.

30. BILLING INSTRUCTIONS: Invoices must be billed to the address shown on the individual Purchase Order or TCC Service Agreement. TCC will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering department.

31. COMPLIANCE WITH ADA: By signature of their quote the bidder certifies that they comply with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government. Services or activities furnished to the general public on behalf of the State must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35 Section 35.130 and that services, programs or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.

32.AN/AI (ALASKA NATIVE OR AMERICAN INDIAN) REQUIREMENTS: 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. TCC

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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.