

Northwest Arctic Borough
Request for Proposals (RFP) for
Procurement of Solar PV Modules
Selawik, Alaska
RFP FY25-03

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General Information

Project Title: Selawik Community Scale Solar-Battery Projects

Project Location: Selawik, Alaska

Client/Contract Manager: Ingemar Mathiasson, Energy Manager, Northwest Arctic Borough

Contact Information: imathiasson@nwabor.org, 231-709-3614

Period of Performance: November 27, 2024 to July 15, 2025

RFP Milestone Schedule:

Item	Date
RFP Issuance	Wednesday, November 27, 2024
RFP Question Deadline	Wednesday, December 4, 2024
Response to Questions - Posting Deadline	Friday, December 6, 2024
Proposal Deadline	Wednesday, December 11, 2024
Notice of Intent to Award	Monday, December 16, 2024
Contract Signed and PO submitted	Tuesday, December 17, 2024

Table 1. RFP Milestone Schedule

Submit Proposals electronically to: clerksmail@nwabor.org by 5:00 PM (AKST) on Wednesday, December 11, 2024. Proposals received after that date and time will not be considered.

Introduction and Project Background

Introduction

The Northwest Arctic Borough (NAB) is requesting proposals for the procurement of Build America Buy America (BABA) compliant solar photovoltaic (PV) modules for a 700kW community scale solar PV project in Selawik, AK.

Project Overview

Selawik will be installing a 700kW solar PV system beginning in the spring of 2025. This RFP ensures material with limited availability will be procured in time to meet the 2025 construction timeline.

The solar PV module specified for this project is the Silfab 530XM module. Alternate BABA compliant modules are acceptable – see the Scope of Work section for more detail.

Project Schedule

Due to limited BABA compliant solar PV modules that meet high wind load requirements the success of the overall project is dependent on the purchase of the solar PV modules on or before December 17, 2024. Actual availability of the modules from the Silfab factory is anticipated to be in July 2025.

The NAB recommends using Alaska Marine Lines (AML) to transport the modules to Kotzebue, AK, however, the modules must be at the AML barge landing in Seattle, WA no later than July 15, 2025, to meet the shipping deadline. From Kotzebue, the NAB would then coordinate the delivery of the modules to Selawik, AK.

The preliminary procurement schedule is shown in the table below.

Item	Date
Purchase Order (PO) submitted	December 17, 2024
Solar PV module arrival at AML barge landing in Seattle, WA	July 15, 2025
Solar PV module arrival in Kotzebue, AK	August 15-30, 2025 (dependent on AML schedule)

Table 2. Solar PV Module Procurement Schedule

RFP Review and Protests

Proposers must carefully review the RFP for defects and questionable or objectionable material. An interested proposer may request modifications to the scope, specifications, or administrative requirements, or for any clarification of same, by submitting a written request prior to the RFP Question Deadline. The decision to issue an addendum in response to such a request shall be made solely as the discretion of the NAB. Failure of the NAB to issue a written response to a request for addendum to the RFP shall be considered a rejection of the request.

Addenda to the RFP

Addenda to this request for proposals may be issued at the NAB's option. All addenda will be in writing and issued to all persons who are known to have received a copy of this RFP.

Correction, Modification, or Withdrawal of Proposals

A proposal may be corrected, modified, or withdrawn by providing a written request from an authorized agent of the offeror to the contact person before the time and date set for receipt of the proposals. After proposals are opened, modifications may be allowed prior to completion of the evaluation process if the Evaluation Committee determines that it is in the best interest of NAB to solicit modifications for best and final offers.

Authorized Signature

Proposals must be signed by an individual authorized to bind the proposer to its provisions. The proposal must remain valid for at least sixty (60) days from the proposal receipt deadline.

In responding to this RFP, the individual signing the response is certifying under penalty of perjury that the price submitted was independently arrived at without collusion.

Scope of Work

The scope of work entails the procurement of 1,388ea Silfab 530XM BABA compliant solar PV modules with an FOB Kotzebue, AK, no later than August 30, 2025. To meet this deadline, the NAB strongly recommends having the solar PV modules at the AML barge landing in Seattle, WA, on or before July 15, 2025. Ultimate arrival in Kotzebue, AK, is dependent on the AML sailing schedule. Alternate solar modules can be proposed but must meet the technical specifications in Attachment 1.

Additionally, the NAB requests that the modules be shipped in 20-ft ISO high cube shipping containers. Upon arrival in Kotzebue, the modules would remain in the containers and NAB would assume ownership of the containers and modules.

Eligibility and Qualifications

To be considered for this project, the Vendor must meet the minimum eligibility and qualification requirements below.

1. **Warranty:** The Vendor shall maintain full responsibility of the order and warranty all items until the point of final delivery in Kotzebue, AK.
2. **Insurance:** The Proposer must maintain adequate insurance coverage to protect against project risks, including liability, worker's compensation, and equipment insurance, as appropriate. All insurance must be in force for the duration of the contract.
3. **Disqualification Criteria:** Vendors may be disqualified for the following reasons:
 - History of contract defaults, litigation, or disputes that reflect poorly on the Proposer's ability to complete similar projects.
 - Submitting false or misleading information in the proposal.
 - Proposers that have been debarred from public contracts or have significant violations of regulatory requirements.
 - The proposer is not debarred on the SAM.gov website.

Proposal Requirements

Responses to this RFP must include a cost estimate for the procurement of the solar PV modules outlined in the Scope of Work. Inclusion of the shipping containers is required.

Submission of Proposals

Submit Proposals electronically to: clerksmail@nwabor.org by 5:00 PM on Wednesday, December 11, 2024. Proposals received after that date and time will not be considered.

Proposers assume full responsibility for timely delivery at the location designated for receipt of Proposals. Proposals received after the time and date for receipt of proposals will be rejected.

A proposal may be corrected, modified, or withdrawn by providing a written request from an authorized agent **before** the deadline for receipt of proposals.

Proposal Review and Selection

Selection Process

Proposals will be evaluated by a committee established by the NAB. The evaluation committee will score the proposals against the below identified criteria. Proposals shall remain confidential.

The evaluation committee may require a proposer to provide clarification of certain points in their proposal prior to completion of the evaluation process. The purpose of these interviews is to ensure that the evaluation committee has a more complete understanding of the proposal. Material changes to proposals or negotiations are not allowed in this process. Information requested for the purposes of clarification will be limited to verification of statements made in the proposal. All proposers will be given similar opportunities, as required, for clarification. Interviews will be scheduled at the convenience of the NAB.

Evaluation Criteria

The proposals will be scored, based on 100 points possible, and weighted as follows:

- Budget 75 Points
- Timeline 25 Points

Recommendation & Award

The NAB may reject any defective or nonresponsive proposals or reject all proposals.

In the event of a proposer's potential conflict of interest, the NAB shall evaluate the nature of the conflict and determine whether in its opinion a conflict of interest exists. This decision shall be made solely in the NAB's best interest. If the NAB determines that there is a conflict of interest the proposal shall be deemed non-responsive. If a conflict of interest is discovered after contract award, the NAB, after review of the facts surrounding the conflict, may terminate the contract.

Terms and Conditions

Build America Buy America Act (BABA)

This project must comply with the requirements of the Buy America Build America Act (BABA) to ensure that all materials and products used in the execution of this contract are produced in the United States. As such, all contractors and subcontractors must adhere to the following stipulations:

- **Domestic Content Requirement:** All iron, steel, manufactured products, and construction materials used in the project must be produced in the United States pursuant to 2 CFR 184 *et seq.*. This includes:
 - Iron and Steel: All manufacturing processes, from the initial melting stage through the application of coatings, must occur in the United States.
 - Manufactured Products: At least 55% of the total cost of all components must be mined, produced, or manufactured in the United States.
 - Construction Materials: All manufacturing processes must occur in the United States.

- **Certification and Documentation:** Contractors and subcontractors must provide NAB with certification that the materials and products comply with BABA requirements prior to procurement. Documentation should include:
 - Source and origin of materials
 - Percentage of domestic content
 - Verification of compliance from suppliers or manufacturers
 - Cost analysis and market research to support the waiver request
- **Penalties for Non-Compliance:** Failure to comply with BABA requirements may result in penalties, including but not limited to:
 - Financial penalties
 - Termination of contract
 - Ineligibility for future contracts with NAB

By submitting a proposal, the vendor acknowledges and agrees to comply with the Buy America Build America Act requirements as outlined above and indemnify NAB for any violations of BABA attributable solely or in part to the proposer’s failure to adhere to BABA requirements. Vendors are encouraged to contact NAB for any questions or clarifications regarding BABA compliance.

If any BABA waivers are necessary for this project, NAB will submit the application. To comply with BABA requirements, NAB will prioritize proposals that include BABA-compliant components. Proposals with non-compliant components will only be evaluated if no compliant proposals are available.

Post Award

Insurance and Bonding

The Contractor shall maintain adequate insurance coverage, including:

- General liability insurance
- Property in transit insurance for solar pv modules
- Worker’s compensation insurance in accordance with local law

Payment

The NAB will pay the selected contractor upon completion of mutually agreed upon milestones. Prior to payment, invoices will be reviewed to verify billing is reflective of agreed-upon services. Payment milestones will be agreed upon by both parties as part of contract negotiations. Example milestones include:

- Signed Contract 50%
- Delivery of Modules to Kotzebue, AK 50%

NAB is not responsible for costs incurred by the vendor in preparation of this proposal or due to negligence or any errors or omissions in the contractor's work, including but not limited to inaccurate estimates, delays caused by the contractor, or failure to comply with project design drawings, specifications, and requirements.

Contract Negotiation

NAB reserves the right to include additional terms and conditions during the contract negotiations. These terms and conditions must be within the scope of the original RFP and contract documents, and will be limited to cost, clarification, definition, and administrative and legal requirements.

If the NAB is unable to negotiate a satisfactory contract with the contractor selected at a price that is determined to be fair and reasonable, negotiations with that contractor will be terminated in writing. Another contractor will then be selected, and the process continued until an agreement is reached or the process is terminated. Unsuccessful proposals will not be notified.

If after award of a contract: 1) a conflict arises between terms offered in the Contractor's proposal and the terms of the contract or RFP, the terms of the contract or RFP will prevail; and 2) If NAB's rights would be diminished as a result of application of the Contractor's supplemental term or condition included in the Contractor's proposal, the supplemental term or condition will be considered null and void.

This RFP does not commit NAB to enter into a contract, nor does it obligate NAB to pay for any costs incurred in the preparation and submission of responses to this RFP. NAB reserves the right at its sole discretion: to make selections, to reject any or all submissions, to issue subsequent RFPs, to remedy technical errors in the RFP process, and to enter into a contract for all or some of the services described in this RFP.

Termination for Default

If the Contractor refuses or fails to perform the work, or any separable part thereof, with such diligence as will ensure its completion within the written contracted time frame, NAB may, by written notice to the Contractor, terminate the right to proceed with the work or such part of the work as to which there have been delays. This clause does not restrict NAB termination rights under provisions of the approved contract.

Contract Changes

While performing the work required by this contract, the Contractor may be requested to perform additional work within the general scope of the contract. When additional work is required, NAB shall provide the Contractor with a scope of work and request that a cost proposal is provided

within a given time period. No additional work shall commence by the Contractor without an approved written contract amendment by NAB. Additional work may be executed on a lump sum or time and material basis.

Change Orders

Any changes to the scope of work must be submitted in writing and approved by the NAB before any additional work is performed. Approved changes may affect the contract price or schedule.

Reimbursement to NAB for Unacceptable Deliverables

The Contractor is responsible for quality, occurrence and completion of all work identified by the contract. All work shall be subject to evaluation and inspection by NAB or their representative at all times to assure satisfactory progress, to be certain that work is being performed in accordance with the contract specifications, terms, and conditions, and to determine if corrections and modifications are necessary. Should such inspections indicate substantial failure on the part of the Contractor, NAB may terminate the contract for default. Furthermore, NAB may require the Contractor to reimburse any monies paid (pro rata based on the identified proportion of unacceptable products received) and any associated damage costs.

Conflict of Interest

Each proposal shall include a statement indicating whether or not the firm or any individual working on the contract has a possible conflict of interest. If there is a conflict of interest or appearance of such a conflict, a brief description of the nature of the conflict must be included in the statement. NAB will evaluate the nature of the conflict and the bidders' statement and make a determination whether in its opinion a conflict of interest exists. This decision shall be made solely in NAB's best interest. If NAB determines that there is a conflict of interest the offer shall be determined to be non-responsive. If a conflict of interest is discovered after contract award, NAB, after review of the facts surrounding the conflict, may terminate the contract.

Attachment 1: Technical Specifications

Technical and Performance Supply Specifications

General Requirements

- It is the contractor’s responsibility to adhere to Build America Buy America Act (BABA) for all materials and products used in this project. The vendor must provide documentation of BABA compliance for all materials and products.
 - All components shall be new. Used, reconditioned, after-market, or grey-market products or equipment are not acceptable.
 - All equipment warranties must be transferred to Northwest Arctic Borough at the time of delivery.
 - The minimum order of solar modules must include a minimum of 5% extra modules.
- Codes and Standards Compliance

The Solar PV modules must meet the following code requirements:

- UL 61215 and 61730
- IEC 61215, 61730 and 62716

System Capacity

The DC system capacity for Selawik is 700kW. Include 5% additional modules of the total quantity for reserve/spares if specifying an alternate module to the Silfab 530XM.

Environmental Specifications

The solar modules must be rated to meet the following environmental specifications:

	Selawik
Array tilt	45°
Risk Category	I
Exposure Category	C
Wind Speed	131mph
Snow Load	72psf

Solar PV Module Specifications

The solar module preferred for this project is the Silfab 530XM bifacial, monocrystalline module. Alternate modules can be proposed; however, they must meet the following design specifications in addition to BABA compliance and environmental specifications:

Type	Bifacial, Monocrystalline
CEC Efficiency	20% minimum (not including bifacial gains)
Power Tolerance	Positive
Maximum Voltage	1500V DC
Warranty	25-year linear power and 12-year workmanship
Annual Linear Degradation	<0.5%/yr
Operating Temperature	-40 to 85°C
Spare modules	Minimum 5% of the total quantity of modules
BABA	BABA compliant; documentation provided