

Attachment 7 to RFP

**CERTIFICATE OF DOMESTIC CONTENT COMPLIANCE
Tyee Lake Third Turbine Construction Project**

Federal Sourcing Requirements (49 U.S.C. § 5323(j))

Bidders are hereby notified that all structural steel, iron, and manufactured components permanently incorporated into the Southeast Alaska Power Agency's (SEAPA) Tyee Lake Powerhouse framework must be 100% produced and manufactured in the United States. To document compliance, bidders must complete and execute the legal declarations in this Certificate. The selected Contractor will be required to maintain comprehensive Mill Test Reports (MTRs) and chain-of-custody documentation throughout project execution to facilitate compliance audits.

Inflation Reduction Act 2022 – Domestic Content:

Definitions: Unless otherwise specified in this purchase order, goods and equipment acquired hereunder shall be of the growth and manufacture of the United States, provided such goods and equipment, as measured by manufactured cost of components, can be procured upon as good terms as to quality and price as are demanded for like items of foreign growth and manufacture. As used in this clause per Notice 2023-38, the following definitions apply: 1. "Applicable Project Component" means any article, material, or supply, whether manufactured or unmanufactured, that is directly incorporated into an Applicable Project. An Applicable Project Component may qualify as steel, iron, or a Manufactured Product. 2. "Manufactured Product" means an item produced as a result of the manufacturing process. 3. "Manufactured Product Component" means any article, material, or supply, whether manufactured or unmanufactured, that is directly incorporated into an Applicable Project Component that is a Manufactured Product.

The buyer may pursue the Inflation Reduction Act 2022 domestic content bonus tax credit for products provided under this contract. The seller agrees to cooperate with SEAPA, or its consultant, to compile the necessary documentation to create a position to claim the credit. The data required may include the direct material cost and direct labor cost, as defined by the IRS, for Manufactured Products and Manufactured Product Components. All costing information will be compiled by SEAPA solely for the purpose of verifying the level of domestic content and manufacturer-specific data will not be shared with the buyer without written authorization from the seller. Information will be maintained behind SEAPA, or its consultant's, firewall and stored in a confidential data storage room. The Seller will sign an NDA with SEAPA, or its consultant, to facilitate the sharing of information.

Seller hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Manufactured product documentation:

Unless otherwise specified in the contract, supplier, manufacturers, and other supply chain partners will provide a representation letter promptly after delivery of product detailing the total manufactured costs for any manufactured products or manufactured products and the location of each respective manufactured product or manufactured product component to calculate the domestic content of the products delivered.

In addition to the representation letter, the seller will facilitate the gathering of reasonable supporting evidence of location of manufacture including, but not limited to:

1. Product manufacturing completion certification documentation or product testing results evidencing location and time of manufacture for the units provided to the project
2. Product specification sheets
3. Manufacturing process flow narratives or process flow descriptions to describe the transformative activities performed
4. The seller will accommodate on-site review of the manufacturing activities by the customer, or an appointed representative of the customer to validate occurrence of manufacturing at the facility noted in the representation letter. If a physical site visit is determined to be infeasible, the seller will provide alternative

physical evidence such as location-tagged photographs or videos of the manufacturing process in lieu of a site visit

Data security and information confidentiality: The documentation and information requested supporting manufactured costs and domestic content status may be considered confidential. Respecting that need, SEAPA , or its consultant, will provide secure data room services controlling access to confidential information and restricting its use to Domestic Content compliance reporting. The documentation provided will never be shared with the buyer or contractor. Manufacturer will sign an NDA with SEAPA to facilitate the sharing of information.

Certificate of Domestic Content Compliance

Directions to Bidder: The bidder must sign and submit either the Certificate of Compliance **OR** the Certificate of Non-Compliance attached below. Failure to execute and submit one of these certifications with your proposal by the due date for bid submissions stated in the RFP shall render the bid non-responsive and result in immediate disqualification.

Option A: Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.1 for any materials furnished by the Contractor. Specifically, all steel, iron, and manufactured products utilized in the powerhouse framework and structural assembly for the SEAPA Tyee Lake Third Turbine Construction Project will be produced and manufactured entirely in the United States.

Company Name: _____

Authorized Representative Name: _____

Title: _____

Signature: _____

Date: _____

Option B: Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 CFR Part 661.1, but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2) as amended, and the applicable regulations in 49 CFR 661.7. *Note: Submission of this certificate does not guarantee a waiver will be granted by the Owner or federal oversight authorities.*

Company Name: _____

Authorized Representative Name: _____

Title: _____

Signature: _____

Date: _____
