

Attachment 8 to RFP

Subcontractor / Supplier Compliance Certificate

Project Name: Tyee Lake Third Turbine Construction Project

Owner: Southeast Alaska Power Agency (SEAPA)

Prime Contractor: _____

Subcontract/PO Number: _____

Subcontractor/Supplier Legal Name: _____

Section 1: Federal Regulatory Framework & Compliance Mandates

The undersigned Subcontractor/Supplier ("Subcontractor") acknowledges that the Project is partially funded through the Inflation Reduction Act of 2022 (IRA). All work performed, and all materials, equipment, and components furnished and delivered by the Contractor to the project site, must comply strictly with the following dual domestic manufacturing standards:

1. Buy America Requirements: Pursuant to 49 U.S.C. § 5323(j)(1) and 49 CFR Part 661, all structural steel, iron, and manufactured components utilized or permanently installed in the project must be produced in the United States.
2. IRA Domestic Content Bonus Requirements: Pursuant to Internal Revenue Code (IRC) Sections 45, 45Y, 48, and 48E, and applicable IRS guidance, specific component cost thresholds must be satisfied to qualify for federal tax incentives.

Section 2: Material & Component Certifications

The Subcontractor must review and initial the applicable boxes below. Initialing a box constitutes a formal, legally binding certification of domestic compliance for that category.

[____] Category A: Structural Steel and Iron Elements

- Requirement: 100% of all manufacturing processes for iron and steel products—including melting, refining, casting, rolling, coating, and fabrication—must take place entirely in the United States.
- Subcontractor Certification: Subcontractor certifies that all structural steel and iron items provided under this agreement meet this 100% domestic standard.

- **Mandatory Deliverable:** Subcontractor must attach copies of all Mill Test Reports (MTRs) and formal heat number tracking logs prior to delivering these materials to the project site.

[____] **Category B: Manufactured Components & Equipment**

- **Requirement:** The final assembly of the manufactured product must take place within the United States. Additionally, the component cost threshold dictated by 49 CFR Part 661 and applicable IRS IRA domestic content guidelines must be met.
- **Subcontractor Certification:** Subcontractor certifies that the final assembly of all manufactured goods and equipment provided under this agreement occurred in the United States.
- **Mandatory Deliverable:** Subcontractor must provide a structured bill of materials (BOM) or a manufacturer-signed compliance certificate explicitly stating the domestic component percentage calculation.

Section 3: Flow-Down and Auditing Obligations

1. Lower-Tier Binding

Subcontractor certifies that it has flowed down these identical Buy America and Domestic Content requirements into all lower-tier subcontracts, material supplier agreements, and fabrication purchase orders associated with this Project.

2. Document Retention & Chain of Custody

Subcontractor agrees to maintain complete, transparent books and records—including invoices, shipping manifests, MTRs, and component cost data—verifying the domestic origin of all items. These records must be retained for a minimum of three (3) years following the final completion of the Project.

3. Right to Audit

Subcontractor grants the Prime Contractor, the Owner, and relevant federal oversight agencies the absolute right to inspect facilities and audit compliance documentation upon forty-eight (48) hours' written notice.

4. Indemnification and Remedy

Subcontractor acknowledges that any non-compliant foreign material installation constitutes a material breach of contract. Subcontractor agrees to indemnify and hold

harmless both the Prime Contractor and the Owner for any lost tax credits, federal clawbacks, or penalties resulting from a false or inaccurate certification. Subcontractor shall, at its sole financial expense, promptly remove and replace any non-compliant materials with verified domestic goods.

Section 4: Authorized Binding Signature

By signing below, the authorized officer certifies under penalty of perjury that they possess the legal authority to bind the company, and that all information provided in this compliance certificate is true, accurate, and complete.

Authorized Representative Name: _____

Title / Corporate Position: _____

Signature: _____

Date: _____