



Request for Quote – Healy Fire Suppression System

Bid Package: 2021-230

I. Overview

Golden Valley Electrical Association (GVEA) is soliciting quotes to replace the existing CO2 Fire Suppression System with upgraded controls and a new Stat-X Aerosol Fire Suppression System that will tie into the DCS for further notification and alarming (System).

Please submit an electronic copy of your proposal to the contact person listed below no later than Monday, October 18, at 2 pm, Alaska Standard Time (AST). Any submission received after the time specified may be promptly returned to the Bidder unopened. Electronic documents are considered received upon entering the GVEA mail server; timeliness will be governed by the time stamp recorded by GVEA's mail server

A pre-bid walk-through will be held at GVEA's Healy Power Station on October 6 at 2 pm, AST. Please bring appropriate Personal Protective Equipment for the walk down, Minimum acceptable PPE is a Hard Hat and Eye Protection. COVID-19 face masks are mandatory inside the plant

All responses to the RFQ shall be submitted to:

Finance & Purchasing
Attn: Ehren Schachle
Administrative Operations Manager
EPSchachle@gvea.com

Questions may be submitted via email to EPSchachle@gvea.com, up to 5 pm, AST, October 13, 2021. All questions will be answered by 3 pm, AST, October 15, 2021. No further questions will be responded to after October 13, 2021

II. Background and Purpose

The purpose of this RFQ document is to solicit a response from potential bidders to replace the existing CO2 Fire Suppression System with upgraded controls and a new Stat-X Aerosol Fire Suppression System that will tie into the DCS for further notification and alarming.

The Healy Coal Plant (HCP) is located in Healy, Alaska, near the main entrance to Denali Park. The HCP consists of two coal-fired boilers outputting a maximum of 26 and 55 MW each, utilizing lignite coal from the Usibelli Coal Mine.

Qualified Bidder shall furnish a Stat-X Aerosol Fire Suppression System replacing a CO2 Fire Suppression System that utilizes CO2 Bottles for its firefighting media. A single Qualified Bidder shall provide the entire scope, including hardware, software, engineering, system integration, factory testing, installation, start-up and commissioning support, system documentation, training, warranty, and maintenance support. GVEA shall provide access to existing plant documentation and equipment, input and review/approval of system engineering and design documentation, plant installation drawing package, and installation and start-up with the support of Qualified Bidder. Qualified Bidder and GVEA shall work closely to develop plant electrical, mechanical, and hydraulic interface details, naming/symbol/color conventions, user functions, user groups, and other design basis requirements.

III. Specifications and Requirements

1. Qualified Bidder shall furnish at a minimum the following:
 - a. Zone 13 - Switch Gear Room, Zone 14 - Electrical Equipment Room, and Zone 15 - Battery Room, provide and install (1) Notifier NFS-320SYS Releasing Panel equipped with (3) CPU's, (3) smoke detectors, (3) releasing pull stations with abort switches, (14) alert horn strobes with amber lens, and (36) Stat-X 2500E Generators with E-matches and mounting brackets.
 - b. Zone 16 - Relay Room, provide and install (1) Notifier NFS-320C Releasing Panel, (3) smoke detectors, (3) releasing pull stations with abort switches, (6) alert horn strobes with amber lens, and (16) Stat-X 2500E Generators with E-matches and mounting brackets.
 - c. Zone 17 - FGD Electrical Room, AFS will provide and install (1) Notifier NFS-320C Releasing Panel, (4) smoke detectors, (2) releasing pull stations with abort switches, (6) alert horn strobes with amber lens, and (14) Stat-X 2500E
 - d. Remove hardware and CO2 Bottles from the FGD Electrical Room as well as any legacy conduit and wire to the existing system. The CO2 Bottles will be given to GVEA for disposal.
 - e. The Black Room – provide (1) Notifier NFS-320C Releasing Panel, (2) smoke detectors, (1) releasing pull stations with abort switches, (1) alert horn strobes with amber lens, and (3) Stat-X 2500E Generators with E-matches and mounting brackets.
 - f. Dry contact outputs for Zones to allow for notification to the DCS. Conduit and Wiring will be done internally to the DCS. Programming in the DCS regarding notifications shall be done by GVEA.
 - g. Provide Rigid Galvanized Steel and Fire Alarm Cable for all runs to devices and equipment in each area back to the main Fire Alarm Panel.
 - h. Provide database programming of the Notifier releasing panels, configure releasing zones, and install Agent Releasing Warning signage.

2. The System shall be delivered to the Jobsite no later than (3) three months after award of the Purchase Order.
3. The System shall be wholly configured and documented, and a successful Factory Acceptance Test (FAT) shall have been performed before shipment. In addition, GVEA will have on-site at the FAT at least one representative reviewing functional tests developed by the Qualified Bidder.
4. Qualified Bidder shall submit a schedule showing key milestones and shipping dates for its proposed System. All notification, witness/hold, and design review points shall be identified. Milestones shall include Submittal System Design Description Document, Staging of Hardware, Factory Acceptance Testing, and Installation and Commissioning Support.
5. Design Reviews and Meetings
 - a. Approximately one week after the Purchase Order award, a kickoff meeting shall be conducted at a GVEA facility to establish personnel responsibilities, schedules, project requirements, design criteria, plant equipment interfaces, and working protocol.
 - b. Qualified Bidder shall establish a tool for conducting effective and secure remote reviews of the system design, system design description, hardware drawings, and databases.
 - c. The Factory Acceptance meeting shall be conducted at Qualified Bidder's facility at least two weeks before shipment.
6. Documentation
 - a. A System Design Description document shall be prepared for the project as a design basis for subsequent detailed hardware and software selection and configuration. This document shall be in Microsoft Word format and define a system that implements the specification requirements in a manner that is acceptable to GVEA.
 - b. Hardware drawings shall show all the detailed components and settings for the System, including part numbers and descriptions. These drawings shall be in AutoCAD format. GVEA AutoCAD formatting shall be used, and standards shall be provided to Qualified Bidder.
 - c. Project As-Builts shall be provided in PDF and AutoCAD format.
7. Quality Assurance and Factory Acceptance Test
 - a. Qualified Bidder shall design, build and test the Stat System using a Quality Assurance Program consistent with established standards such as ISO 2015.
 - b. A Factory Acceptance Test shall be conducted with the completely integrated and fully configured hardware and software under a Test Plan document with sign-offs prepared by Qualified Bidder and approved by GVEA. GVEA shall send key personnel, and Qualified Bidder shall furnish a Test Area in its facility for conducting the Factory Acceptance Test. A simulator duplicating operational functions shall be used to test all functions, features, and operating characteristics, including abnormal conditions and failure modes.
8. Field Service and Commissioning
 - a. Qualified Bidder shall furnish Field Service Engineers to support the installation, initial energization, and System testing. In addition, the Site Acceptance Test shall be performed by personnel with the support of Qualified Bidder's Field Service Engineers.
 - b. There shall be a Written Test Plan with sign-offs prepared by Qualified Bidder and approved by GVEA.
9. Training
 - a. Qualified Bidder shall provide (8) hours of training for GVEA's operators in a class-like session held at the HCP.

10. Warranty and Maintenance Support

- a. Qualified Bidder shall warrant the System including hardware, software, and configuration work for a minimum of one year after Site Acceptance. Qualified Bidders offering more than the minimum will receive higher scoring in the evaluation phase.
- b. Qualified Bidder shall have an established program for supporting installed systems, including the hardware, software, and application.

IV. Additional Info

1. Qualified Bidder shall have at a minimum the following:
 - a. A Project Manager with at least ten years of experience working with Industrial Fire Suppression Systems.
 - b. Show at least ten proven installations of Stat-X Aerosol Fire Suppression System in the Pacific Northwest (Alaska, Idaho, Oregon, Washington)
 - c. Staff trained in the migration from conventional CO2 Fire Suppression Systems to Stat-X Fire Suppression Systems.
2. Attending this walk-through is a requirement to be considered a Qualified Bidder. Failure to attend will eliminate the Qualified Bidder for consideration. Expenses the Qualified Bidders incur to be at the walk-through are solely the responsibility of the Qualified Bidder
3. GVEA and Qualified Bidder shall each assign their respective Project Managers who shall be the focal point of contact in their respective organizations with overall responsibility for all aspects of the project, including control of scope, cost, schedule, technical requirements, resources, interfaces, and deliverables.
4. The Qualified Bidder's Project Manager shall be a senior person and be empowered to make decisions requiring commitments affecting all disciplines in Qualified Bidder's organization. Qualified Bidder shall select or change Project Manager only with GVEA concurrence.
5. The Qualified Bidder will be responsible for the following in regards to its employees:
 - a. All transportation to and from Healy, Alaska
 - b. Transportation while in Healy
 - c. Room and Board

V. Shipping

Qualified Contractor is responsible for shipping the System along with any tools needed for the installation of the System at HCP.

V. Response Requirements

- 1) Firm fixed price for the fire suppression system as described in Section II and III of this document.
- 2) List of any sub-contractors and their role in the project
- 3) CV of designated Project Manger
- 4) Provide a concise description of 10 proven installations of Stat-X Aerosol Fire Suppression System in the Pacific Northwest (Alaska, Idaho, Oregon, Washington) and contact information for each project.
- 5) Documentation of staff being assigned to project trained in the migration from conventional CO2 Fire Suppression Systems to Stat-X Fire Suppression Systems.
- 6) Redline of Services Contract. (Attachment A)

- 7) Copy Certificate of Insurance (COI) (Attachment B) can be generic at the time of submittal. However, the selected Supplier will need to submit a COI that meets the specifications before a Purchase Order is released to perform the work.

VI. Evaluation of Response

- 1) Purchasing shall first review submittals for initial decisions on responsiveness and responsibility. Those found responsive and responsible based on this initial review shall advance for further evaluation.
- 2) GVEA's Power Plant Engineering Group reviews and evaluate all accepted proposals based on the criteria outlined in the Scope of Work and Response sections of this RFP and any other relevant terms of the submissions received.
- 3) Points awarded per the schedule below

1	Proposers Qualifications	25
2	Projects of like Nature	25
3	Cost	25
4	Warranty	25
	RFP Evaluation Total	100

VII. RFQ Terms and Conditions

- 1) GVEA reserves the right to accept or reject any or all proposals, waive any formality, technicality, requirement, or irregularity in the proposals received, and request further information about any submission.
- 2) Acceptance of the proposal does not construe a contract between the bidder and GVEA
- 3) Bidder shall hold the proposed price firm for 30 days after the submission deadline
- 4) GVEA shall not be obligated to accept the lowest price proposal but award the work in the best interests of GVEA after all factors have been evaluated.
- 5) Bidders shall be solely responsible for their costs of submitting a proposal and any participation in GVEA requested clarifications or presentation of the proposal.

Attachment A

GVEA Services Agreement

This Agreement ("Agreement") is effective on the *(Date to be Inserted)* ("Effective Date") between Golden Valley Electric Association, Inc., an Alaska corporation ("GVEA") and *(Contractors Legal Name)*, a *(State of Organization)*. ("Company"). GVEA and Company are sometimes referred to herein individually as a "Party" and collectively as "the Parties").

WHEREAS, GVEA has a need to replace the existing CO2 Fire Suppression System with upgraded controls and a new StatX Aerosol Fire Suppression System that will tie into the DCS required for the operation in its Healy 1 and 2 Power Plants more fully described in GVEA's RFQ 2021-230 attached hereto and incorporated herein by reference (hereafter referred to as "the RFQ"), and

WHEREAS, Company has expertise in the hardware, software, engineering, system integration, factory testing, installation, start-up and commissioning support, system documentation, training, warranty, and maintenance support for StatX Aerosol Fire Suppression Systems, hereafter known as the "Services";

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants of the Parties herein exchanged and other good and valuable consideration, the sufficiency and adequacy of which is acknowledged, it is hereby agreed as follows:

1.0 - Services and Rates. Company will perform the Services as specified in the RFQ, and will proceed with such Services in a diligent professional manner and in accordance with this Agreement. GVEA's Purchase Order will reflect the base project cost for the Services to be performed by Company.

2.0 – Term. The term of contract will be for the duration of the project.

3.0 - Force Majeure. The Parties shall not be liable for delay or default under this Agreement for acts of God or caused by the following other events so long as they are beyond the control of such Party and could not have been readily foreseen by such Party: storms, floods, fires, epidemics, pandemics, war, riots, strikes, lockouts or other labor disputes, and acts of the federal, state, or local government, their agencies, or officials. If such events prevent or delay the performance of the Services, such events shall be deemed to have altered the Services contracted for under this Agreement, and the Parties shall meet and confer on an equitable cost adjustment. The Parties acknowledge that the COVID-19 pandemic and the present restrictions presented by this pandemic, as of the effective date, will not be considered grounds to declare Force Majeure.

4.0 - Performance of Services. Company shall perform the Services as an independent contractor and shall have responsibility for, and control over, the details of and means for the performance of the Services. The Company is not an agent of GVEA when performing the Services unless agreed to by GVEA in writing and only to the extent expressly agreed to by GVEA.

Services shall be (A) free from defects; (B) performed in a competent, diligent manner in accordance with, and shall reflect, prudent industry practice and accepted professional standards for experienced contractors providing similar services in the United States; and (C) in compliance with all applicable laws.

Company may subcontract work to subcontractors (subject to the prior approval of each such subcontractor by GVEA, which shall not be unreasonably withheld). The initial list of subcontractors contemplated as being used by Company in the performance of the Services is set forth in Company's response to the RFQ 2021-210 (hereafter referred to as "the Proposal"), and GVEA shall be deemed to have approved such subcontractors. Company shall be fully liable for all acts and omissions of each subcontractor to the same extent as though such act or omission had been performed by Company.

GVEA shall have no contractual obligation to, and shall not be deemed to be in privity with, any subcontractor; provided, however, that in the event this Agreement is terminated pursuant to the terms hereof, Company shall, at GVEA's request, take such actions and execute such documents as may be necessary or desirable to assign any or all of the Services executed by Company and any other contract connected with the performance of the Services to which Company is a party and selected by GVEA to GVEA. Company shall ensure that each subcontract with a subcontractor is assignable to GVEA without consent of the subcontractor or any other person or entity upon the termination of this Agreement.

5.0 - Warranty. Without limiting Company's other obligations in this Agreement, Company warrants that the Services shall be (A) free from defects; (B) performed in a competent, diligent manner in accordance with, and shall reflect, prudent industry practice and accepted professional standards for experienced contractors providing similar services in the United States; and (C) in compliance with all applicable laws. Warranty will be for the duration as detailed in Company's Proposal. Company shall perform, supervise and direct the Services competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Services in accordance with this Agreement. Company shall be solely responsible for and have control over means, methods, techniques, sequences, procedures, and safety and security programs and for coordinating all portions of the Services. Company, at its sole expense, shall promptly repair and bring into conformity with the requirements of this Agreement any defect or non-conformity in the Services rendered that is discovered during the life of the agreement. Company warrants defensible title to the Services delivered to GVEA hereunder and warrants that Supplier has the right to sell the Services and that the Services delivered is free of liens, encumbrances and adverse claims of every kind.

6.0 - Reliance. The Company is expected to verify all information or data furnished or to be furnished by GVEA. GVEA is entitled to rely on all information or data furnished or to be furnished by the Company. The Company agrees to defend and indemnify GVEA, its officers, agents, and employees from any and all claims of any kind arising out of or relating to any claims caused by or contributed to by any gross errors, omissions, and negligence in the information provided by Company.

7.0 - Ownership. All materials resulting from the execution and performance of this Agreement, with the exception of any materials which may be proprietary to Company, including deliverables, reports, memos, technical documents, procedures, calculations, maps, photographs, drawing, databases, and other electronic files, notes, samples, specimens, and any other pertinent data, shall be owned by GVEA. All material may be used by GVEA as it sees fit for its business needs. The Company shall have the right to retain and use copies or duplicates of all materials and shall be required to treat such copies or duplicates as Confidential Information. Notwithstanding the foregoing, the Company reserves the right to determine which work procedures to share with GVEA per relevance. Standard procedures and internal report formats used by Company are not considered GVEA property.

8.0 - Indemnification. The Company shall indemnify, hold harmless and defend GVEA, and each of its employees, officers, directors, agents, successors, and permitted assigns from and against any and all claims, liabilities, actions, suits, judgments, and losses, including any and all third party claims, which arise out of, result from, or occur by reason of (i) the negligence or willful misconduct of the Company or any of its employees, officers, directors or agents, in connection with, or incident to, this Agreement or Company's obligations hereunder, (ii) Company's handling, storage, transportation, use, misuse or disposal of the Product prior to custody transfer, including liability for environmental violations and employee or consumer health or safety, and/or (iii) any default by Company in the performance of its obligations under the terms of this Agreement.

9.0 - Liability. In no event shall the liability of Company for any actual direct damages with respect to claims arising out of the performance or non-performance of any Services or obligations in connection with this Agreement, whether based in contract, tort, or by operation of law (including breach of warranty, negligence, and strict liability) exceed, in the aggregate, one hundred percent (100%) of the project cost specified in the Purchase Order; provided, however, that such limitation shall not apply to (1) any loss of or damage arising out of or connected with Company's or any

subcontractor's fraudulent or unlawful, bad faith, gross negligence or willful misconduct; (2) claims covered by insurance proceeds provided pursuant to Article 9; or (3) any indemnification obligations with respect to third party claims. Further, except in the case of a Company's indemnification obligations with respect to third party claims, in no event shall either Party be liable for indirect, exemplary, punitive, special, or consequential damages of any kind (including loss of anticipated profits or savings) incurred or suffered by the other Party arising from any breach of this Agreement, even if advised of the possibility of such loss or damages.

10.0 - Insurance. Throughout the Term of this Agreement, Company shall maintain insurance in accordance with the requirements set forth in Attachment A to this Agreement. Company shall deliver to GVEA a certificate of insurance evidencing that all such insurance coverages are in full force and effect before the start of work. If Company's insurance expires or terminates during this Agreement, Company shall deliver a new certificate of insurance evidencing the new policies of insurance not less than ten (10) days before the new policies go into effect. Neither the delivery to GVEA of any certificates of insurance, nor any failure on the part of GVEA to discover and notify Company of any errors or omissions in certificates of insurance, nor the rejection or failure to reject any certificates of insurance that do not conform to the requirements described in Attachment A, and which are a part of the Agreement, shall be construed to imply an acceptance by GVEA of such certificates of insurance or the coverages/endorsements reflected therein, nor a waiver by GVEA of the coverage/endorsement requirements contained herein. Review by GVEA of any certificates of insurance shall not relieve Company from any obligation to secure the insurance coverages and endorsements required herein, and nothing herein shall operate to shift responsibility for insurance coverages from Company to GVEA. Nothing in the insurance provisions of this Agreement, including the coverage limits set forth in Attachment A, shall be deemed to limit the liability of Company.

11.0 - Solicitation. During the execution of and for twelve (12) months after completion of this Agreement, each Party agrees that it will not directly recruit, solicit, or induce, or attempt to recruit, solicit or induce, any employee of the other Party without first obtaining written authorization from the other Party.

12.0 – Termination/Term. GVEA may terminate this Agreement at any time upon sixty (60) calendar days prior with written notice to Company. Subject to the terms of Section 15 of this Agreement, the Company will be compensated for Services performed under this Agreement to the date of termination; GVEA will be entitled to the return of any compensation paid towards a deliverable but not yet delivered. Unless terminated earlier in accordance with its terms, this Agreement shall become effective on the Effective Date and shall remain in effect until each Party has performed all of its obligations hereunder.

13.0 - Safety & Security. GVEA shall provide to Company a safety orientation specifying the minimum safety requirements for the GVEA facility should the performance of the Services necessitate visiting a GVEA Facility. The Company will provide, and require that its employees and subcontractors will have and use, all PPE appropriate for the Services being performed. The Company's employees will follow the site-specific safety program as briefed by GVEA. Company's employees shall follow the Company's Safety Manual at all times unless GVEA site-specific rules apply a higher standard of care.

14.0 - Public Statements. The Parties agree that neither shall make public statements about the involvement of the other in the RFQ, this Agreement, or the Services without seeking the approval of the other.

15.0 - Confidential Information. Except as otherwise provided in this Agreement, "Confidential Information" shall mean technical and business-related information, whether such information is written, verbal, or contained in any other form. In consideration of the disclosure of Confidential Information, the receiving Party agrees to keep all Confidential Information strictly confidential and shall not sell, trade, publish, or otherwise disseminate it to any third party, in any manner, including by photocopy or other reproduction, without the prior written consent of the delivering Party. The receiving Party shall take all reasonable precautions to prevent disclosure of the Confidential Information to any third party other than its representatives, provided that the receiving Party may disclose Confidential Information (a) as required under any applicable law or regulation, (b) as required by any court, governmental agency or other regulatory

authority, including in connection with any action, investigation, proceeding or exam, and (c) to the extent necessary to enforce or defend any right or remedy in connection with this Agreement, provided that the receiving Party gives prompt written notice to the delivering Party prior to such disclosure.

16.0 - Payment. Payment by GVEA of any invoiced amounts shall not be deemed acceptance of the Work or Services performed or waiver of any claims that GVEA may have with respect to the Work or Services performed. GVEA shall pay Company's invoices within 30 calendar days of receipt of an invoice. In the event that GVEA disputes any portion of the invoice received, GVEA shall pay the undisputed amount, and the Parties shall work cooperatively in good faith to resolve any invoice disputes in a timely manner. GVEA may offset any payment due to Company under this Agreement against amounts owed from Company to GVEA pursuant to this Agreement.

17.0 - Liens. Except for liens lawfully filed by Company due to nonpayment by GVEA, Company shall not create, incur, assume, or suffer to exist, directly or indirectly, any lien, including mechanics liens, on any of GVEA's property now owned or hereafter acquired in connection with the Services.

18.0 - Cleanup. Company shall keep the work area free from debris, trash, and construction waste so as to permit Company to perform the Services efficiently and safely. Upon completion of the Services performed, Company shall remove all debris, and trash and construction waste, Company equipment, and materials from its worksite. All debris, trash, and other construction waste shall be disposed of by Company in accordance with applicable law. GVEA will provide a collection point for all non-hazardous debris, trash, and construction waste.

19.0 Environmental. Company shall, immediately upon Company's knowledge of same, notify GVEA of any release or spill of petroleum product(s) or hazardous substance(s) as defined by federal, state, or local law ("Release") by Company or any subcontractor at the worksite. Without limiting the proceeding, Company shall, within the time period required by law, notify applicable governmental authorities of any Release which is reportable. To the extent any Release is caused by any act, error, or omission of Company or any subcontractor, Company shall be responsible for any liability with respect to such Release and indemnification to GVEA shall apply, providing, however, that such liability is subject to the limitations as set forth in Section 8.0.

20.0 - Compliance. The Parties shall comply with all applicable local, state, and federal laws.

21.0 - Successor and Assigns. The terms of this Agreement shall be extended to Company's and GVEA's parent(s), subsidiaries, or other affiliated entities. Beneficiaries of the rights granted and duties owed to Company and GVEA include such parent(s), affiliates, and subsidiaries. This Agreement shall not be assigned by Company without the written permission of GVEA.

22.0 - Applicable Law/Jurisdiction. This Agreement shall be governed by and interpreted in accordance with the laws State of Alaska (without regard to the conflicts of law principles thereof), and any legal action arising hereunder shall be adjudicated in the Alaska Fourth Judicial District in Fairbanks.

23.0 - Agreement. This Agreement reflects the entire agreement between the Parties with respect to its subject matter and supersedes all other representations and understandings, either express or implied, written or oral, between the Parties. No modification of this Agreement shall be of any force or effect unless it (1) is in writing, (2) reflects the effective date of the modification, (3) is signed by both Parties, and (4) expressly indicates that it modifies this Agreement.

24.0 - Legal Notices. Any legal notice required or permitted by this Agreement or given in connection with it shall be in writing and shall be given to the appropriate Party by personal delivery, certified mail, email, or other recognized delivery service that confirms delivery. Initial notification can be made by confirmed email and accepted upon receipt of the mailed copy. All notices required, permitted, or desired to be given hereunder shall be deemed duly given and effective (i) when received after being sent by email, confirmed facsimile transmission or delivered by hand or (ii) five (5)

days after being deposited with the United States Postal Service, properly addressed, sent by registered or certified mail, return receipt requested, postage prepaid. Any Party may change its address for the purpose of this Paragraph by giving written notice of such change to the other Parties in the manner provided in this Paragraph.

Legal notices to GVEA shall be sent to:
Ehren Schachle, Administrative Operation Manager
Copy to John Burns, Chief Executive Officer
Golden Valley Electric Association 758 Illinois Street
PO Box 71249
Fairbanks, AK 99701
Email: EPSchachle@gvea.com

Legal notices to the Company shall be sent to:
(Inset Company Information)

25.0 – Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

26.0 – Representations. GVEA and Company are validly existing entities in good standing under the laws of their state of incorporation. Each Party represents that (i) it has all necessary corporate power and authority to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby and (ii) its execution, delivery, and performance of its obligations under this Agreement and consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action of such Party. Company represents that it will employ only personnel qualified and/or subcontractors to perform the Services.

27.0 - Partial Invalidity. If any provision of this Agreement is declared invalid or unenforceable for any reason by any court of competent jurisdiction, such provision shall be deleted and shall not invalidate any other provision contained herein unless and to the extent the judgment of the court contains a specific ruling that the fundamental purposes of this Agreement are thereby materially impaired.

*****END OF DOCUMENT*****

Attachment B

Insurance Requirements

During the term of work discussed in this RFQ, Contractor shall comply with the insurance provisions set forth below.

The insurance specified below shall be maintained by Contractor, at its expense, and certificates thereof shall be presented to GVEA in form and content satisfactory to GVEA prior to commencement of the work. The insurance is as follows:

- a. **Workers' Compensation** will maintain no less than the Statutory Limits as required by the State Of Alaska; and one million dollars (\$1,000,000.00) of coverage in Employer Liability
- b. **Commercial General Liability**, on an occurrence form for (i) bodily injury and (ii) property damage with limits of at least one million (\$1,000,000.00) combined single limit each occurrence. Including but not limited to comprehensive form, premises – operation, explosion, collapse, underground hazard, products/completed operations hazard, blanket contractual coverage (including coverage for the indemnity provided under this Agreement), broad form property damage, independent vendors, personal injury (employee exclusion deleted).
- c. **Business Automobile Policy**, comprehensive form covering owned, hired and non-owned vehicles and sudden and accidental pollution coverage with limits of at least one million dollars (\$1,000,000.00) each occurrence.
- d. **Pollution Liability**, due to the scope of the work being performed, GVEA will not require the Contractor to carry a separate pollution liability policy.
- e. **Cargo Insurance** is not required.
- f. **Umbrella Policy**, of any amount needed to reach the one million of liability coverage

The insurance specified in b thru f shall include the following:

- i. Endorsements adding GVEA as additional insured.
- iii. Statement of subrogation
- ii. Thirty (30) days' prior written notice of cancellation to GVEA.

GVEA shall have no liability or other obligation for any of the insurance, endorsements or other protection required hereunder, including premiums and other charges. The insurance provisions specified herein shall be applicable to any contractors retained by Contractor, and Contractor shall require that such insurance be maintained by all its contractors. All insurance maintained by Contractor shall provide for a waiver of any right of subrogation of the insurers against GVEA.