



## **Request for Quote – Stormwater Basin Earthwork**

### **Bid Package: 2022-060**

#### **I. Overview**

Golden Valley Electric Association (GVEA) is soliciting quotes (RFQ) to complete site restoration activities associated with the closure of coal ash settling ponds at their Healy Power Plant in Healy, Alaska.

Please submit an electronic copy of your proposal to the contact person listed below no later than Friday, April 15, 2022, at 2:00 PM Alaska Daylight Time (ADT). Any submission after the specified time 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.

If prospective bidders request by 5:00 PM ADT on March 29, 2022, GVEA will offer an optional pre-bid meeting at the Healy Plant on Tuesday, April 5, 2022, at 1:00 PM ADT. No pre-bid meeting will be held if no request is received by 5:00 PM on March 29, 2022, ADT.

A GVEA ShareFile Site has been created to share documents with prospective Contractors; please get in touch with GVEA's contact below to be added to the site.

All questions and responses to this RFQ must be submitted to:

Finance & Purchasing  
Attn: Ehren Schachle  
Administrative Operations Manager  
[EPSchachle@gvea.com](mailto:EPSchachle@gvea.com)

Please submit your intent to bid by sending an email to [EPSchachle@gvea.com](mailto:EPSchachle@gvea.com).

Questions may be submitted via email to [EPSchachle@gvea.com](mailto:EPSchachle@gvea.com) until 2:00 PM ADT, April 7, 2022. All questions will be answered by 3:00 PM ADT, April 11, 2022. No further questions will be responded to after the April 7 deadline.

## II. Purpose, Background, and Existing Conditions

- A. **Purpose** - Golden Valley Electric Association (GVEA) is issuing this request for proposal (RFP) to complete site restoration activities associated with the closure of coal ash settling ponds at their Healy Power Plant in Healy, Alaska. Work will include constructing a new stormwater basin and re-grading the project area to meet final design grades according to an engineering design approved by the Alaska Department of Environmental Conservation (ADEC).
- B. **Background** - In 2021, GVEA commenced the closure of the four coal ash handling units associated with Unit 1 of the Healy Power Plant (Attachment A, Sheet 24). Closure of these units consists of removing coal ash from each unit and adjacent areas and backfilling the excavations with clean fill material. Closure Phase I, completed in 2021, removed ash from the ash drying area and backfilled the site to an interim grade ("2021 Extent of Excavation and Backfill Area" shown on Sheet 24). Closure Phase II, planned for the 2022 construction season, will consist of removing ash from the Ash Pond, Recirculating Pond, Emergency Overflow Pond (Sheet 24), and backfilling the excavations with clean fill. Completing Phase II will require bringing the ground surface in the entire Phase I and II project areas to a final design grade (Attachment A, Sheet 30) and constructing a basin and conveyances to manage stormwater runoff from the newly contoured project area. GVEA plans to remove ash and backfill the Phase II project areas to a temporary top-of-bank grade (i.e., between 1278 to 1280 feet elevation<sup>1</sup>) between May and July 2022. After GVEA completes excavation and backfill (anticipated by August 1, 2022), the selected Contractor will begin the final grading, stormwater basin construction, and site restoration activities subject to this RFP. The project is to be complete by the end of October 2022.
- C. **Existing Conditions** - Topography shown on Sheet 24 of the Site Restoration Construction Drawings (Attachment A) represents existing conditions in the project area.
1. The Healy Power Plant is permitted by ADEC as a zero-discharge site, meaning that all stormwater runoff from the site is managed on-site via infiltration, and no stormwater is discharged to the river or to a watercourse (i.e., ditch, channel) that discharges to the river. Currently, two retention basins within the project area are designed to retain and infiltrate stormwater runoff from within the project area. Stormwater runoff from the coal pile is directed to the Coal Pile Runoff Basin. The Stormwater Basin is located adjacent to the Coal Pile Runoff Basin is designed to accommodate plant yard runoff and clean secondary containment water from the tank farm. The Stormwater Basin, Coal Pile Runoff Basin, and tank farm are identified on Sheet 24 (Attachment A).
  2. The Emergency Overflow Pond (Sheet 24) serves as a stormwater retention basin for stormwater runoff from the Healy Spur Road. Runoff from Healy Spur Road is directed either north to the roadside ditch and depression or south to the Emergency Overflow Pond. The ditch is sloped towards the river, and an 18-inch diameter culvert conveys accumulated stormwater runoff from the roadside depression area to the Emergency Overflow Pond. The Emergency Overflow Pond has no outlet and was designed to retain and infiltrate wastewaters as

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<sup>1</sup> Elevations herein are referenced to North American Vertical Datum of 1988 (NAVD 88).

authorized under the facility's wastewater discharge permit from ADEC (number 2002-DB0016).

3. The Healy Power Plant is constructed on fill material overlying a glacial terrace which was leveled for construction of the generating station. Fill material on the property generally consists of up to 15 feet of sand, gravel, construction debris, and coal ash.
4. Depth to groundwater in the project area ranges from 8 and 14.5 feet (ft) below ground surface (bgs). Groundwater levels have been recorded between elevation 1270 and 1273 ft (8 to 11 ft bgs) at monitoring well MW-2 near the eastern side of the project area and between elevation 1265.5 and 1268 ft (12 to 14.5 ft bgs) at monitoring well MW-5R near the western side of the project area. The water table fluctuates seasonally by 0.5 to 2 feet, with the highest groundwater levels generally occurring during spring breakup and late summer and the lowest levels during fall and winter. Groundwater naturally flows west across the site toward the Nenana River. Groundwater monitoring well locations in the project's vicinity are shown on site plans in Attachment A (e.g., Sheet 24).

### III. **Project Scope**

A. **Main Project Scope:** The requested Scope of Work includes mobilization and demobilization of personnel, materials, and equipment to and from the site; implementation of erosion and sediment controls and best management practices throughout the project duration; dewatering and water management; construction of a new stormwater basin and associated facilities; backfilling and grading; coordination and logistics.

B. **Additional Project Scope:**

1. **Dust Control** - Fugitive dust shall be at all times prevented and minimized. The Contractor's estimate should include means and costs to control dust throughout the project area over the project's duration. GVEA typically coordinates watering for dust control on the plant property as needed with Usibelli Coal Mine (UCM), which owns and operates a watering truck. However, GVEA is interested in considering The Contractor's support for dust control on this earthwork project to account for the more intensive dust control needs anticipated during the duration of this project.
2. **Topsoil** – The Contractor is to provide estimated costs to import, place and grade a 6-inch layer of topsoil as part of site restoration. If GVEA elects to contract work under Optional Item 5, the Contractor will place a 6-inch layer of topsoil on top of the interim graded surface within the designated area shown on Sheet 30 (Attachment A). The Contractor will provide and transport topsoil to the site. Topsoil is to contain between 3 percent and 20 percent of organic matter. Topsoil is to be free of debris, waste, vegetation, roots, sod, frozen materials, and other deleterious or unsuitable materials. Do not place topsoil when the ground or topsoil is frozen, excessively wet, or in a condition detrimental to the work. The Contractor is to submit to GVEA a representative topsoil sample and test results indicating compliance with organic content specifications at least 15 business days prior to topsoil delivery.
3. **Revegetation/Seeding** -
  - a) The Contractor is to surface roughen slopes to be revegetated to aid in establishing vegetative cover by tracking per Alaska Department of Environment Conservation (ADEC) Alaska Stormwater Guide. Surface

roughening is established by creating horizontal grooves running parallel to the slope contour over the entire face of the slope.

- b) Following placement of hydroseed, The Contractor to install wattles within drainage swale and top and bottom of the seeded slopes following manufactured installation specifications (Sheet 60, Attachment A). Refer to the illustration of typical installation requirements for the wattles in Sheet 42 of Attachment A. GVEA will furnish the wattles. The Contractor to inform GVEA at least six weeks prior if additional material quantity is needed to complete work.

#### IV. Specifications and Requirements

##### A. The Contractor's Responsibility

1. **Mobilization**- The Contractor is to mobilize any equipment, material, and supplies to the site to perform and complete work activities within the schedule established in the contract.
2. **Field Locates** - Prior to starting work, the Contractor is responsible for coordinating field locates and marking all underground utilities within the project area. Both public "811" locators and GVEA locators are to be coordinated to locate and clearly mark all known buried utilities. Utility locates must be requested a minimum of 10 business days prior to the start of earthwork to allow sufficient time for the utilities to be marked in the field. The Contractor is to review the site markings and notify GVEA's project manager if any utilities, monitoring wells, or other facilities may interfere with planned earthwork activities and cannot be protected throughout the duration of the project. Note that there are known underground communication and electrical lines and aboveground electrical lines present within and adjacent to the project area, as shown on Sheet 24
3. **Field Surveys** - The Contractor is to lay out their work and be responsible for all surveys, lines, elevations, and measurements of their work executed at the site. Exercise proper preparation to verify elements on Site Restoration Construction Drawings (Attachment A) within project construction limits before laying out work. Any error resulting from failure to exercise such precautions or work done without being properly located will be removed at GVEA's direction and corrected or replaced to GVEA's satisfaction at the Contractor's expense.
4. **Erosion and Sediment Controls and Best Management Practices** - Prior to engaging in a Contract with GVEA to perform the work, the Contractor is to review the GVEA Best Management Practices (BMP) Plan under the plant's current industrial wastewater permit and account for site BMPs while planning means and methods to accomplish the scope of work. The BMP Plan includes stormwater management and spill prevention and response. A copy of the BMP Plan, excluding appendices, is included as Attachment B. At a minimum, the following control measures must be implemented by the Contractor while working on-site (examples are provided in Sheet 42 of Attachment A):
  - a) Preserve existing vegetation as a natural buffer wherever possible;
  - b) Place silt fence or wattles to retain sediment from surface water runoff within the project area. Wattles should also be used to reduce erosion along a channel or ditch;
  - c) Divert stormwater runoff around the land-disturbed areas as practical to minimize the amount of water entering the excavation/work area;

- d) Minimize and actively control dust, mud, water, and erosion throughout the work area; and
  - e) Manage stormwater throughout the project duration.
5. **Dewatering Management** – The Contractor is to manage any accumulated water in the existing stormwater basins and temporary excavations throughout the duration of the project to keep working areas relatively dry. It is not expected that the Contractor will encounter groundwater during construction since the bottom of the new stormwater basin is to be constructed two feet above the water table.
6. **Construction of New Stormwater Runoff Basin** –
- a) The Contractor is to construct the new Stormwater Runoff Basin to match the lines, grades and elevations shown on Sheet 30 (Attachment A). The final graded surface shall have a tolerance of 0 to  $\pm 0.1$  foot on areas with a slope less than 10% and  $\pm 0.2$  foot on areas with a slope greater than 10% of the final grades indicated on Sheet 30.
    - (1) As shown on Sheet 30, the new basin is to be constructed within the general footprint of the existing two retention basins. Basin side slopes must be graded three (3) horizontal to one (1) vertical. The base of the basin must not exceed a 1% slope (should be relatively flat) and is to be constructed at least 2 feet above the water table, at or above elevation 1270 feet. The floor of the basin is to consist of a 12-inch layer of filter gravel/sand material (i.e., Base Course). In order to provide maintenance access to the bottom of the basin, the Contractor is to construct a 15-foot wide ramp at a 5% grade consisting of a layer of 16-oz nonwoven geotextile and one (1) foot layer of Base Course. Base Course material will be obtained by GVEA from the UCM borrow source area referred to as "Gravel" (see Item 7, Backfilling and Grading).
    - (2) The Contractor is to place Class II riprap per Alaska Department of Transportation specifications within the designated area shown on Sheet 30 (a feature approximately 10 feet wide and 2 feet thick). Prior to placement of riprap, the Contractor is to install 16-oz nonwoven geotextile on prepared subgrade at 1% and 22% slopes within designated areas shown on Sheet 30. Riprap is to be placed on top of the 16-oz nonwoven geotextile. GVEA will furnish Class II riprap and nonwoven geotextile for the Contractor's use. If additional riprap or geotextile will be needed to complete the Work, the Contractor must request delivery of additional materials from GVEA at least 15 business days prior to needing the materials on site.
    - (3) The Contractor is to furnish and install five marker posts along the toe of the new basin side slopes, as shown on Sheet 30 (Attachment A). Marker posts are to be at least 10-foot long, hollow steel poles, which are to be placed at least 5 feet below the bottom of the basin and topped with a high-visibility cap. The annular space in and around the poles is to be backfilled with concrete. Poles are to be marked every foot from the top of the basin floor to the top of the pole using clear, high-visibility reflective markings.
    - (4) The Contractor is to modify two existing stormwater pipes to accommodate the new basin. The Contractor will install an 18-inch diameter overflow outlet connected to the existing 18-inch diameter corrugated metal pipe that discharges to the Emergency Overflow Pond. Construction details of the outlet are shown on Sheet 51 (Attachment A). GVEA will provide the 18-inch diameter corrugated metal pipe, 18-inch

diameter universal band coupler/connector, and neoprene strip gasket for the 18-inch diameter pipe; the Contractor should provide any additional materials and equipment needed to modify the overflow outlet. In addition, the Contractor is to modify the tank farm secondary containment outlet valve and pipe as needed to ensure stormwater flow from secondary containment is manually controlled and drains positively to the basin at project completion. Construction details of the tank farm outlet are shown on Sheet 52 (Attachment A). The Contractor is to excavate to required alignment, depth, and grade to ensure outlet inverts meet design elevations presented on Sheets 51 and 52. All material and equipment needed to modify the tank farm secondary containment outlet valve and pipe must be furnished by the Contractor.

- (5) A minimum of 5 business days prior to the completion of final grades within the stormwater runoff basin, the Contractor is to request that GVEA coordinate the final topographic survey of the basin with GVEA's surveyor. Within three (3) business days of receiving survey results, GVEA will notify the Contractor if any areas need correction or will provide written approval of the surveyed basin grading.
7. Backfilling and Grading – GVEA backfilled the Phase I excavated area to the grades shown on Sheet 24 in 2021 and intends to backfill the remaining Phase II excavations within the project area (i.e., Ash Pond, Recirculating Pond) to a temporary top-of-bank grade (i.e., between 1278 and 1280 ft elevation) by July 31, 2022.
- a) The Contractor is to grade, place, and compact backfill materials to match the proposed final grades shown on Sheets 25 and 30 (Attachment A).
  - b) The Contractor is to construct a 25-foot wide access road from the southeast gate to the coal pile storage area and a 15-foot wide area at the top of basin west, south, and east banks, underlain with geotextile as shown on Sheet 30. Nonwoven, 16-oz geotextile, is to be placed on prepared subgrades at least 2 feet below the final graded surface in these areas. The Contractor is to install the 16-oz nonwoven geotextile provided by GVEA. On top of the nonwoven geotextile, the Contractor to place and compact 2-foot layer of Base Course to meet the final design grades in these areas (Sheet 30, Attachment A).
  - c) The Contractor is to provide a written request for material delivery to GVEA's project manager at least seven (7) business days prior to needing the material on-site, and GVEA will coordinate delivery of fill materials by UCM. The Contractor's request must include any requests as to where to place and stockpile delivered materials in the project area, though final material placement will be dictated by UCM and GVEA. UCM will deliver requested fill materials to the project site via large mining trucks (i.e., approximately 150-ton load capacity) under direct contract with GVEA. The Contractor shall maintain complete and accurate records of all material deliveries, including material types, quantity, units, and date of delivery. Actual volumes will be based on UCM delivery records and confirmatory topographic drone surveys.
  - d) Fill material will need to be graded and compacted such that a firm and unyielding surface is achieved. Backfill shall be placed in lifts of no more than 12 inches. The Contractor is to compact fill materials with a standard smooth drum compactor to a hard-durable surface with no evidence of pumping or ponding of water. Fill shall be compacted to the degree that no further appreciable consolidation is evident under the action of compaction equipment.

- e) As part of grading activities, the Contractor is to extend monitoring well MW-2's PVC casing (4-inch diameter) and reposition the 6-inch protective steel monument upward by approximately 3 feet. The Contractor shall extend the casing and cover such that the protective steel monument is at least 2 feet above the ground surface. Extended well casing is to be constructed with 4-inch Schedule 40 PVC pipe and coupling in a straight, smooth manner such that no abrupt edges are present inside the casing in the vicinity of the coupling. No pipe solvent or lubricant is to be used in extension; glue may be used sparingly and with great care to only contact the external wall of the well casing. It is assumed that the current protective steel monument will be suitable for reuse. Annular space is to be backfilled with 3/8" bentonite chips/pellets to approximately 2-feet below ground surface (bgs). The remaining annular space from the final ground surface to 2 feet bgs is to be filled with concrete to secure the protective monument.
- f) If a defective area of fill is discovered, The Contractor is to correct the deficiency to the satisfaction of GVEA. If the fill surface is too dry or too smooth to bond properly with the layer of material to be placed thereon, the surface shall be moisture-conditioned and/or worked with harrow, scarifier, disc, or other suitable equipment to provide a satisfactory bonding surface before fill material is placed thereon. If the fill surface is excessively wet for fill materials to be placed thereon, the fill surface shall be removed and allowed to dry or worked with a harrow, scarifier, disc, or other suitable equipment to reduce the moisture content to an acceptable level. The fill surface shall then be compacted before the next layer of fill material is placed.
- g) With the exception of the current coal fines stockpile area, the final graded surface shall have a tolerance of 0 to  $\pm 0.1$  foot on areas with a slope less than 10% and  $\pm 0.2$  foot on areas with a slope greater than 10% of the final design grades indicated on Sheet 30. GVEA intends to maintain a stockpile of coal fines within an approximately 100 feet by 100 feet area within the existing Phase I Final Grade (Sheet 24). The Contractor is to place fill and grade gradually up to the margin of the coal fines stockpile to assure safe access of heavy equipment to the coal fines. The final graded surface must be acceptable to GVEA and graded, so it is free of irregularities, loose soil, and abrupt changes in grade.
- h) At least five (5) business days prior to completion of the final grade in the project area, the Contractor is to notify GVEA's project manager so that GVEA can coordinate a topographic survey of the finished project area by GVEA's surveyor. Within three (3) business days of receiving the survey results, GVEA will notify the Contractor if any areas need to be adjusted or will provide written approval.
- i) If a borrow source location or material quality changes significantly from the borrow sources identified above, The Contractor is to notify GVEA's project manager immediately so that GVEA can test and verify acceptability of the source material and confer with UCM if needed.
- j) If at any time the Contractor encounters coal ash during grading activities, The Contractor is to stop work and inform GVEA's project manager. GVEA will investigate and remove coal ash from the project area.
- k) At the end of each day, the Contractor shall verify that the entire work area is left in a state that promotes drainage of surface water away from the area and from finished work and prevents fugitive dust. If threatening weather conditions are forecast, The Contractor shall provide GVEA a verbal report of

measures The Contractor intends to take to protect the Work. In any event, the Contractor is responsible for the protection of the work until final acceptance by GVEA.

- l) In the event of damage to prior work, the Contractor shall make repairs and/or replacement to the satisfaction of GVEA
8. DeMobilization - Upon GVEA certifying project completion, the Contractor is to vacate the site, including removal of all personnel, equipment, supplies, and incidentals from the property, within five (5) business days

## **V. Additional Information**

- A. The new Stormwater Runoff Basin is sized and designed to retain and infiltrate stormwater runoff from the coal yard at the facility to meet the State of Alaska's requirements. GVEA submitted a request to ADEC for approval to modify the site's stormwater controls; the submittal is currently under review with ADEC. GVEA will provide the Contractor with documentation of ADEC's approval to construct prior to commencement of work.
- B. Upon commencement of construction work, the Contractor is to become familiar with the location of existing underground and aboveground utilities, structures, reference benchmarks, control points, and other necessary reference construction points. The Contractor is to maintain their accuracy and prevent their disturbance or destruction. The Contractor is responsible for damage to existing facilities, structures, and utilities resulting from the Contractor's operations and must repair or replace damaged items to GVEA's satisfaction during the course of the project.
- C. The Contractor is to lay out their work and be responsible for all surveys, lines, elevations, and measurements of their work executed at the site. Exercise proper preparation to verify elements on Site Restoration Construction Drawings (Attachment A) within project construction limits before laying out work. Any error resulting from failure to exercise such precautions or work done without being properly located will be removed at GVEA's direction and corrected or replaced to GVEA's satisfaction at the Contractor's expense.
- D. Any water to be pumped outside of working areas is to be directed to the Emergency Overflow Pond. The water entering the Emergency Overflow Pond must be filtered prior to discharge. This may be accomplished by the use of a dewatering sump within the excavation consisting of perforated pipe wrapped with geotextile and gravel filter media to control and minimize the generation of sediment/solids in the accumulated groundwater. A typical dewatering sump detail is provided in Sheet 42 (Attachment A).
- E. GVEA's project manager and environmental department must be notified at least 48 hours in advance of any discharge to the Emergency Overflow Pond in order to make required notifications to ADEC. In accordance with the plant's industrial wastewater discharge permit (permitting the plant as a zero-discharge site), water must not be discharged to the river or any watercourse (i.e., ditch, channel) that discharges to the river.
- F. GVEA will have a Godwin Dri-Prime 6-inch centrifugal pump (model CD150M) available for supervised use if needed. The Contractor is to indicate in their proposal whether proposed costs include cost-saving to use this pump.
- G. Grain size distribution curves for each of the two UCM borrow sources are provided as Attachment C.
- H. Backfill materials are to consist of relatively homogenous mineral soils that are free of muck, frozen material, roots, sod, or other deleterious matter, and include:



1. Existing Subgrade Material to be free of coal ash, as approved by GVEA and Engineer, obtained from grading activities conducted within the project area. Existing Subgrade Material is to be used in lieu of Structural Fill as needed to meet the interim grade shown on Sheet 25. The Contractor to utilize Existing Subgrade Material first, prior to delivery and use of imported Structural Fill.
  2. Structural Fill to be used as needed to meet interim grade shown on Sheet 25 (Attachment A). The interim grade surface is defined to be either 1 or 2 feet below the final grade of the Base Course-designated areas and 6 inches below the final grade of the topsoil-designated areas. Structural Fill is to be obtained from the UCM borrow source identified as "Sand."
  3. Base Course to be placed from interim grade (Sheet 25) to final grade (Sheet 30) in designated areas. Base Course material to be obtained from UCM borrow sources identified as "Gravel."
- I. Sediment and erosion control measures must be maintained by the Contractor until the scope of work is complete. Upon completion of work, GVEA will assume control over the project area, including maintenance of post-construction sediment and erosion control measures installed by the Contractor.

## **VI. Response Requirements**

- A. The Contractor submitting a response must provide a firm fixed price broken as detailed in Attachment D – Cost Form
- B. The Contractors Fee Structure for Personnel Equipment and Expenses
- C. Submittals as outlined in Attachment E
- D. Work Plan - As part of the work plan to be submitted with the proposal, the Contractor is to describe;
  1. the means for protecting the utilities, monitoring wells, and other facilities within the project area throughout the duration of work.
  2. The erosion control and surface water management plan they intend to implement throughout the duration of work.
  3. The sequencing of the excavation, grading, material staging and placement, and outlet installation; methods and equipment; and temporary staging and stockpile locations to complete construction of the new basin.
- E. The Contractor is to supply a list of sub-contractors if any
- F. Brief description of no more than three projects of similar scope that The Contractor has performed
- G. Three references that can speak to The Contractor's performance with comparable Scopes of Work
- H. Redline of Services Contract, Attachment F

## **VII. Evaluation**

- A. Contracting shall first review proposals for initial decisions on responsiveness and responsibility. Based on this initial review, those found responsive and responsible shall advance for further evaluation.
- B. The GVEA's Project Team reviews and evaluates 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 proposals received.
- C. Points awarded per the schedule below

1	Bidder Qualifications	15
2	Projects of like Nature	15
3	Work Plan - The schedule and work plan shall demonstrate how the Contractor will ensure that the scope of work presented above is performed safely, completely, and efficiently. The work plan should include but not be limited to the following plan elements: sequencing and staging; excavation and construction equipment; erosion control and surface water management; material management; backfill and grading; seeding.	35
4	Cost	35
	RFP Evaluation Total	100

**VIII. Terms and Conditions**

- A. GVEA ( also referred to hereafter as "Company") 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 proposal.
- B. GVEA makes no representation or warranty, expressed or implied, as to the accuracy or completeness of any information contained herein or otherwise provided to any Bidder by or on behalf of the Company.
- C. All bids become the property of GVEA.
- D. Bidders are encouraged to conduct their own investigation and analysis of any and all information contained herein or otherwise provided by or on behalf of GVEA. No Bidder will have any claim whatsoever against Company, its employees, officers, or consultants arising from, in connection with, or in any way relating to this RFQ.
- E. Bidder must hold the proposed price firm for thirty (30) days after the submission deadline.
- F. The decision to award a contract is the right of GVEA in its sole discretion.
- G. Participation in this RFQ is voluntary. Bidders are solely responsible for their costs of submitting a proposal and any participation in GVEA requested clarifications or presentation of the proposal.
- H. Acceptance of a proposal and commencement of negotiations does not constitute a contract between GVEA and the Bidder, nor does acceptance of a proposal obligate GVEA to consummate an agreement with Bidder.
- I. In its sole discretion and without notice to Bidders, GVEA reserves the right to: (1) modify, change, supplement or withdraw the RFQ; (2) extend the submission date/time and/or to supplement, amend, substitute, or otherwise modify the RFQ at any time prior to the submission date/time; (3) require, permit or reject amendments (including, without limitation, submitting information omitted), modifications, clarifying information, or corrections to responses by some or all Bidders at any time before or after the submission date/time; (4) require, request, or permit, in discussions with any Bidder, any information relating to the subject matter of this RFQ that Company deems appropriate, whether or not it was described in the response or this RFQ; (5) decline to consider any response to this RFQ; and, (6) elect to proceed or not to proceed with discussions or presentations regarding the subject matter of this RFQ with any Bidder.

- J. At any time prior to the RFQ due date and time, a Bidder may withdraw its response by submitting a request in writing and signed by a duly authorized representative. Electronic mail withdrawals are acceptable.
- K. Company and Bidder agree to keep confidential information that is clearly identified as containing confidential and proprietary information, including the response to the RFQ as well as information and documents exchanged between Company and Bidder during the course of the preparation of the response to the RFQ and the response evaluation process (Confidential Information). Company and Bidder may disclose the Confidential Information only to those within their organizations with a need to know. In addition, such Confidential Information shall be used by Bidder only to respond to the RFQ or by Company to evaluate the response. Company and Bidder each agrees that it shall not disclose Confidential Information to agents or consultants unless the agent or consultant has: (1) a need to know such information; (2) agrees to use the Confidential Information only to respond to the RFQ or evaluate the bid; and (3) is contractually bound to disclosure standards and policies at least as restrictive as those set forth in this paragraph. Regardless of the confidentiality, all such Confidential Information may be subject to review by: (a) any other governmental authority or judicial body with jurisdiction relating to these matters; and (b) legal and regulatory discovery. Under such circumstances, Company and Bidder shall make all reasonable efforts to preserve the confidentiality of the Confidential Information, including requesting that it be filed under seal, but acknowledge that such treatment is neither automatic nor guaranteed.
- L. GVEA will, in its sole discretion and without limitation, evaluate proposals and proceed in the manner the Company deems appropriate, which may include deviation from the Company's expected evaluation process, the waiver of any requirements, and the request for additional information. Bidders that submit proposals agree to do so without legal recourse against GVEA, its affiliates, or their respective employees, directors, officers, customers, agents, or consultants for rejection of their proposals or for failure to execute an agreement for any reason. The Company and its affiliates shall not be liable to any Bidder or other party in law or equity for any reason whatsoever for any acts or omissions arising out of or in connection with this RFQ. By submitting its proposal, each Bidder waives any right to challenge any valuation by the Company of its proposal or any determination of the Company to select or reject its proposal.
- M. The Bidder in submitting its proposal, agrees and acknowledges that it is making its proposal subject to and in agreement with the terms of this RFQ. By submitting a proposal, the Bidder shall represent and warrant that the information submitted by Bidder in connection with the RFQ and all information submitted as part of any proposal is true and accurate as of the date of Bidder's submission. Bidder also covenants that it will promptly update such information upon any material change thereto.
- N. By submitting a proposal, Bidder acknowledges and agrees that: (1) GVEA may rely on any or all of Bidder's representations, warranties, and covenants in the RFQ (including any offer submitted by Bidder); and (2) in GVEA's evaluation of proposals pursuant to the RFQ, GVEA may disqualify a Bidder that is unwilling or unable to meet any requirement of the RFQ, as determined by GVEA in its sole discretion.
- O. BY SUBMITTING A PROPOSAL, THE BIDDER ACKNOWLEDGES AND AGREES THAT ANY BREACH BY THE BIDDER OF ANY OF THE REPRESENTATIONS, WARRANTIES, AND COVENANTS IN THESE RFQ INSTRUCTIONS SHALL CONSTITUTE GROUNDS FOR IMMEDIATE DISQUALIFICATION OF SUCH BIDDER. IN ADDITION TO ANY OTHER REMEDIES THAT MAY BE AVAILABLE TO GVEA UNDER APPLICABLE LAW, AND DEPENDING ON THE NATURE OF THE BREACH, MAY ALSO BE GROUNDS FOR TERMINATING THE RFQ IN ITS ENTIRETY.

## Attachment List

- Attachment A – Site Restoration Construction Drawing
- Attachment B – GVEA Best Management Practices Plan (BMP)
- Attachment C – Borrow Source Grain Size Distribution
- Attachment D – Cost Form Healy Power Plant Earthwork
- Attachment E – List of Submittals – Healy Power Plant Earthwork
- Attachment F – Service Agreements

Please contact Ehren Schachle at [EPSchachle@gvea.com](mailto:EPSchachle@gvea.com) to be added to the Sharefile Site where these documents can be downloaded.