



Request for Quote – Janitorial Service at Healy Power Plant

Bid Package: 2020 – 140

I. Overview

GVEA is soliciting quotes to perform and provide janitorial services to its Power Plant facility located in Healy, Alaska

Please submit an electronic copy of your Quote to the contact person listed below no later than 2:00 PM on October 23, 2020. Any proposal received after the time specified may be disqualified.

A Pre-bid walk through the facility to be scheduled the week of October 19 by appointments only. Attendance is required to be considered an eligible bidder.

All quotes submitted shall become the property of GVEA.

All responses to the RFQ shall be submitted to:

Finance & Purchasing
Attn: Ehren Schachle
Contracting Specialist
758 Illinois St.
Fairbanks, AK 99701

Contact Information:

Purchasing: Ehren Schachle
Contract Specialist
(907) 458-5722 Office
EPSchachle@gvea.com

Project Manager: David Brown
Ast. Plant Manager
Healy Power Plant
(907) 683-8330 (Office)
DHBrown@gvea.com

Questions may be submitted via email to EPSchachle@gvea.com up to 2:00PM on October 21st, 2020. No further questions will be responded to after this date.

II. Background and Purpose

Golden Valley Electric Association (GVEA) requires the vendor to provide all labor, management, supervision, , and support for the full range of custodial services from for approximately 5,841 gross square feet of office, administrative, locker rooms, restrooms and kitchen/breakrooms located in its facilities at the Healy Power Plant in Healy Alaska. GVEA employs approximately 60 personnel at this facility. During major outages and projects, the number of people using the facility can double. Most of these projects are scheduled for spring and summer months. Detailed floor plans are included in Attachment A

GVEA will award a 1-year contract with two 1 year extension if mutually agreed upon.

III. Specification and Requirements

- a. Work is to be performed by a janitorial service with at least three years of experience
- b. Work Requirements are detailed in Attachment A
- c. The vendor will need a valid State of Alaska business license.
- d. Winning Vendor shall obtain and keep in force during the period of work the Insurance as described in Attachment B
- e. Janitorial Services Requirements - The vendor agrees to supply all labor, management, supervision, , and support associated with Janitorial Service for the Healy Power Plant for the period from January 1, 2021, to December 31, 2021. GVEA may, at its option, with the agreement of the vendor, extend the period of performance no later than November 1, 2021
- f. It is the intent of GVEA that all premises be maintained at a high standard of cleanliness. All materials and equipment required for cleaning including floor finishes and restroom chemicals will be supplied by GVEA the following standards are, therefore, intended to be included as the acceptable minimum level of service required. Further, cleaning frequencies set forth in this specification are meant to be working guidelines, dependent upon the type of area and frequency of use.
 - i. **RESTROOMS/LOCKER ROOMS:** Restroom and Locker Room cleaning are understood to have the highest priority in GVEA's buildings. Clean and service all Restrooms, Shower Rooms, and Locker Rooms as specified.
 1. Wash urinals, water closets, mirrors, dispensers and lavatories with approved cleaners and disinfectants. Floors in these rooms shall be mopped with an appropriate disinfectant and cleaner which will not harm or remove special floor finishes. Water closets and urinals shall be cleaned with high-quality materials using techniques which will remove and prevent any formation of mineral buildup or stains under lids, ledges or rims without harming the finish.
 2. Towel dispensers, soap dispensers, toilet paper holders and cabinet seat dispensers and sanitary napkin dispensers shall be checked and refilled daily. Stocking of refill supplies in the area of dispensers is not permitted. Adequate storage space will be provided to the vendor as needed.
 3. The term "clean" as defined here shall be construed to mean that no film, odors, stains, dust, lint or spots can be detected on floors, walls, partitions, ledges, trim, doors, moldings, or fixtures within the restroom.
 4. All cleaning product as well as paper towels, toilet tissue, and feminine hygiene product is to be stored separately from all other product/s associated with general office

cleaning. Additionally, the lavatory mop and bucket will need to be labeled as such and remain separate from the standard mop and bucket used for office/kitchen areas.

- ii. **OFFICE & CONFERENCE AREAS:** General cleaning of office areas shall include vacuuming (including under desks etc.), removal of trash from wastebaskets, and other waste material labeled as trash to the dumpster area. Dusting, glass cleaning and removal of dust, soil, stains, smudges and marks from furniture, walls, partitions, window ledges etc.
- iii. **KITCHEN/BREAKROOMS:** There are several Kitchen and Breakroom areas located in the facility. Tasks to be performed include wiping down counter space, credenza, tables, chairs; appliances. On a periodic basis the Contractor will be required to clean refrigerators and stove tops and ovens per the cleaning schedule.
- iv. **FLOOR CARE:** Floors shall be maintained in such a manner as to promote longevity and safety. Upon completion of daily and weekly routine work, floors shall be free of dirt, dust, film, streaks, debris and standing water, and shall present a uniform appearance when dry. Floor finish is understood to be used as a preservative and also as a safety (non-slip) factor. Any finish shall be applied only to appropriate areas which are free of residual dirt and buildup. In all areas two mops and two buckets will be required. One mop will be used to clean those office areas and/or eating areas where tiled floors exist and one mop will be used exclusively for lavatory areas. These mops are to be stored in such a manner that cross contamination is not possible.
- v. **WINDOWS:** All interior windows will be spot cleaned on a daily basis as needed.
- vi. **HEATING AND VENTILATION REGISTERS:** To be kept clean and free of dust, webs, and build up that detracts from overall appearance.
- vii. **WALLS AND DOORS:** To be kept clean and free from spots and hand prints etc.
- viii. **STAIRWELLS:** To be swept nightly and wet mopped every Tuesday and Friday. This task does include treads and stair faces.
- ix. **LIBRARY:** General cleaning of office library shall include sweeping, mopping, removal of trash from wastebaskets, and other waste material labeled as trash to the dumpster area. Dusting, glass cleaning and removal of dust, soil, stains, smudges and marks from furniture, walls, partitions, window ledges etc.
- x. **CONTROL ROOM:** The Plant Control Room consists of the main control room floor, a bathroom, two offices and a kitchenette. The Control Room shall be cleaned in the same manner as the library above and use the same procedures as described for the other kitchens and restrooms in the facility. **Under no circumstance is the Contractors staff to clean any control surface or panel in the Control Room, violation of this rule will be cause for immediate termination of the Contract.**

g. **WORK OVERVIEW:**

- i. Daily Services
 - 1. Vacuum floors
 - 2. Dust mop tiled surfaces
 - 3. Wet mop tiled floors
 - 4. Clean and sanitize watercoolers, all sinks, and faucets
 - 5. Clean toilet bowls inside and out, damp wipe toilet tanks, stall vinyl/metal wall, mop floor
 - 6. Empty sanitary dispenser- replace liner if necessary, sanitize

7. Maintain adequate supply of toilet paper, paper towels, liquid sanitizer soap
8. Wipe and sanitize all kitchen counters, stove tops, refrigerator surfaces and sink
9. Remove fingerprints from mirrored surfaces
10. Empty wastebaskets and other trash receptacles and replace plastic liners daily. A liner of minimal thickness as to withstand liquids should be used (approx. 1. 5 mil).
11. All areas within reasonable reach and/or sight that require dusting are to be dusted. This would include artwork, heat registers, window sills, file cabinets as examples. This should be done in such a manner as to not disturb any of the objects that are on the surface.
12. Spot clean table tops, counter tops and desks. This should be done in such a manner as to not disturb any of the objects that are on the surface.
13. Maintain "tacky pads" outside of specific entrances.
14. Keep all janitorial areas clean and orderly.

ii. Weekly Services

1. Dust and clean all surfaces where collection may occur
2. Clean and disinfect Shower stalls
3. Clean tops of desks, tables, counter tops, file cabinets. A complete cleaning and polishing of the surface shall be done anytime the surface is reasonably clear of all objects. This task should be accomplished in a manner which does not disturb any of the objects that are on the surface.
4. Clean and sanitize telephones with a damp cloth using disinfectant. Use extreme care to ensure that water or cleaning products are not dripped on or into the instruments.
5. Dust picture frames and wall ornaments
6. Dust light fixtures, doors, and door jams
7. Spot clean to remove all spots and marks from walls around light switches and door jams.
8. Clean all interior doors. This includes the cleaning of all door hardware, handles and associated surfaces.

iii. Monthly Services

1. Vacuum, brush or dust all high areas including walls and ceilings.
2. Dust and clean cove base.

iv. Quarterly Services

1. Vacuum upholstered furniture

v. Semi-Annual Services

1. Wash interior windows and frames
2. Clean chairs in kitchen areas
3. Ensure that baseboards are free of cleaning agents

IV. Additional Information

- a. Contractor shall perform this service in accordance with all applicable local, state and federal law, codes and regulations governing this type of work and the material used in the performance of the work.
- b. Any equipment needed for the performance of the work will be supplied by GVEA.
- c. Background Check: The vendor will be responsible for conducting any background checks on his/her prospective employees which are reasonably necessary to ensure that GVEA, its employees, or property are not put in a position of unacceptable risk.
- d. Employee Listings: A list of all current employees who will be working on GVEA property, to include name, address, and telephone numbers will be provided and kept up to date. As GVEA is a 24-hour operation with areas containing potential hazards, it is necessary for the Control Room to keep a list of those persons authorized to be on the premises after hours.
- e. Working Hours: Standard work is to be accomplished during the hours between 8 PM and 7 AM, Sunday through Thursday for the duration of 6-8 hours per night.

V. Response Requirements

- a. Contractor to bid a firm fixed price for the year.
- b. Contractor to submit a redlined version of GVEA's standard service contract.
- c. Contractor to supply at least one but not more than three references that can attest to the quality of contractors' prior work.

VI. Evaluation of Response

- a. The evaluation committee will evaluate all proposals received in accordance with the evaluation criteria set forth below. GVEA shall not be obligated to accept the lowest price proposal but will make an award in the best interests of GVEA after all factors have been evaluated.
- b. Evaluation Scoring Table

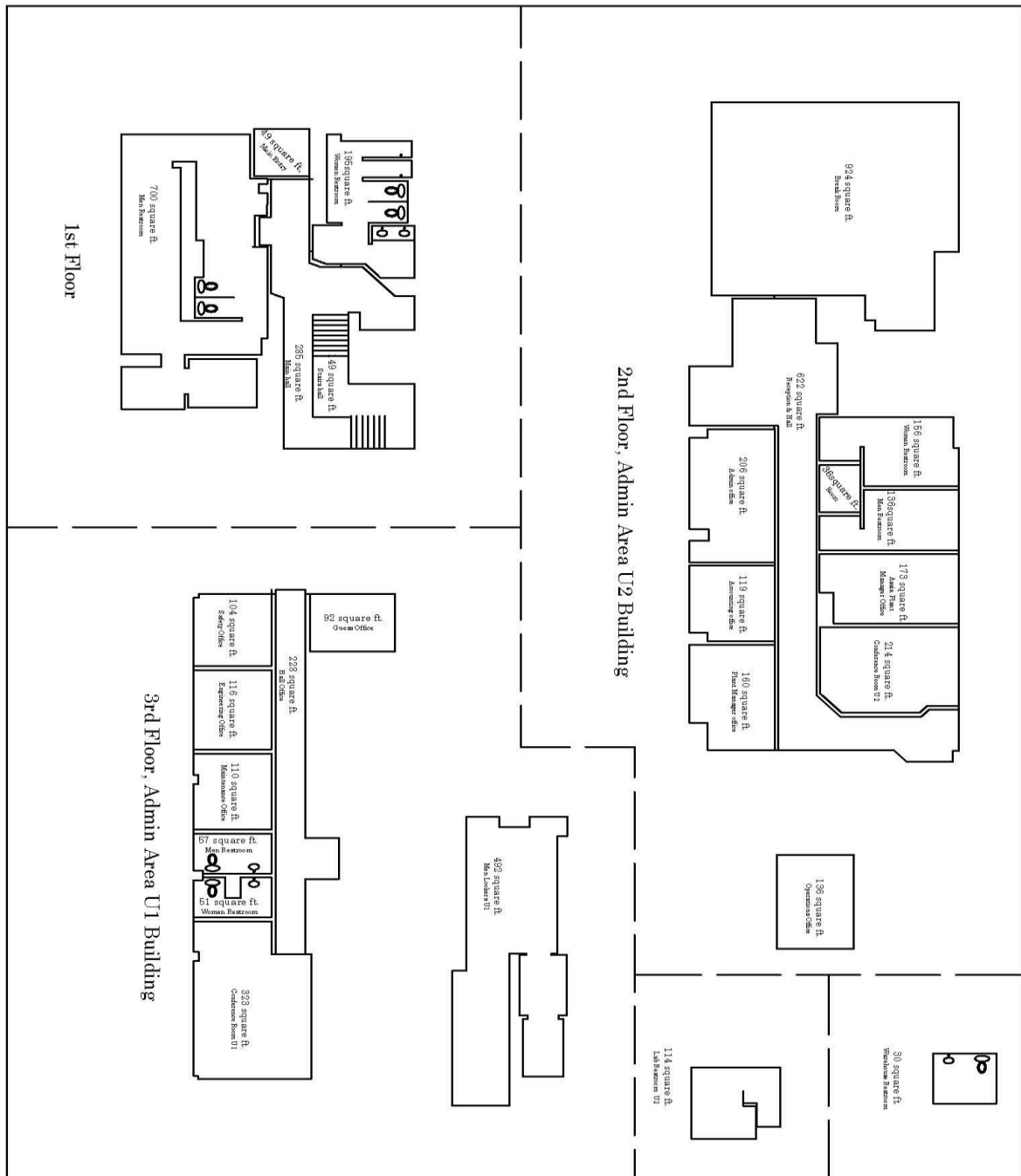
1	Price	70
2	Work Experience	15
3	References	15
	RFQ Evaluation Total	100

VII. Terms and Conditions

- a. The Contract and Purchase Order formed as a result of the acceptance of the quote shall be deemed to comprise the entire agreement between the parties thereto, and the bidder shall not claim any modification thereof resulting from any representation or promise made at any time by any officer, agent or employee of the Owner, engineer or by any other person.
- b. All bids become the property of GVEA. The costs of the creation of the quote and subsequent communication or interviews are the responsibility of the bidder. GVEA has the right to reject any bid. The decision to award contract is the right of GVEA.
- c. This RFQ does not commit GVEA to award a contract, to defray any costs incurred in the preparation of a quote pursuant to this RFQ, or to procure or contract for work. No payment of any kind will be provided to the vendor responding to this RFQ, or parties they represent, for obtaining any of the information solicited.
- d. Attachment B – GVEA Insurance Requirements
- e. Attachment C – GVEA Service Contract

Attachment A

Janitorial Work Area



Week of: _____

Weekly Cleaning Log

UNIT 1

D - x 5/week

JANITOR (Initial):					SERVICES REQUIRED		FREQUENCY		
Sun PM	Mon PM	Tue PM	Wed PM	Thu PM	AREA		D	W	M
					UNIT 1 MEN'S LOCKER ROOM	WORK DESCRIPTION			
					Toilets & Urinals	Clean & Sanitize	X		
					Sinks & Showers	Clean & Sanitize	X		
					Trash Containers	Empty	X		
					Dispensers: Soap/Hand Cleaner/Paper Towels	Restock & Clean	X		
					Glass/Mirrors/Chrome Handles	Clean	X		
					Floors	Sweep & Mop	X		
					Partitions*Doors	Dust/Damp Mop/Spot Clean/Sanitize	X		
					Walls by the sinks/urinals	Damp Wipe	X		
					Floor Drains	Clean	X		
					Air Freshener	Replace refill dispensers	as needed		
					UNIT 1 OFFICES (incl. Conference Room office space)	WORK DESCRIPTION			
					Floors	Sweep/Mop	X		
					Furniture	Dust		X	
					Trash cans	Empty trash	X		
					UNIT 1 BATHROOMS by Library Area	WORK DESCRIPTION			
					Floors	Sweep/Mop	X		
					Toilet & Sinks	Clean & Sanitize	X		
					Soap & Paper Towel Dispensers	Clean & Restock	as needed		
					Trash cans	Empty trash can	X		
					LIBRARY AREA & HALLWAY	WORK DESCRIPTION			
					Floors	Sweep/Mop	X		
					Trash	Empty trash can		X	

UNIT 2

D - x 5/week

JANITOR (Initial):					SERVICES REQUIRED		FREQUENCY		
Sun PM	Mon PM	Tue PM	Wed PM	Thu PM	AREA		D	W	M
					ENTRANCE & HALLWAY	WORK DESCRIPTION			
					Entrance area	Sweep/Mop & Empty Trash Can	X		
					WASHER/DRYER STATION	WORK DESCRIPTION			
					Washer and Dryer	Dust & Clean Front & Top of Machines		X	
					UNIT 2 MEN'S LOCKER ROOM	WORK DESCRIPTION			
					Toilets & Urinals	Clean & Sanitize	X		
					Sinks & Showers	Clean & Sanitize	X		
					Trash Containers	Empty	X		
					Dispensers: Soap/Hand Cleaner/Paper Towels	Restock & Clean	as needed		
					Glass/Mirrors/Chrome Handles	Clean	X		
					Floors	Sweep & Mop	X		
					Partitions*Doors	Dust/Damp Mop/Spot Clean/Sanitize	X		
					Walls by the sinks/urinals	Damp Wipe	X		

					Floor Drains	Clean	X		
					Air Freshener	Replace refill dispensers		as needed	
					UNIT 2 WOMEN'S LOCKER ROOM	WORK DESCRIPTION			
					Toilets & Urinals	Clean & Sanitize	X		
					Sinks & Showers	Clean & Sanitize	X		
					Trash Containers	Empty	X		
					Dispensers: Soap/Hand Cleaner/Paper Towels	Restock & Clean		as needed	
					Glass/Mirrors/Chrome Handles	Clean	X		
					Floors	Sweep & Mop	X		
					Partitions*Doors	Dust/Damp Mop/Spot Clean/Sanitize	X		
					Walls by the sinks/urinals	Damp Wipe	X		
					Floor Drains	Clean	X		
					Air Freshener	Replace refill dispensers		as needed	
					STAIRCASE	WORK DESCRIPTION			
					Entry way staircase	Sweep/Mop	X		
					Walls	Wipe		X	
					Railings	Damp mop	X		
					UNIT 2 MEN & WOMEN'S BATHROOMS 2nd Floor	WORK DESCRIPTION			
					Floors	Sweep/Mop	X		
					Toilet & Sinks	Clean & Sanitize	X		
					Trash cans	Empty trash can	X		
					Dispensers: Soap/Hand Cleaner/Paper Towels	Restock & Clean		as needed	
					DOORS/WALLS/WINDOWS	WORK DESCRIPTION			
					Entrance door	Wipe/Sanitize		X	
					Walls	Wipe		X	
					Bathroom*Lockers Doors*Handles	Wipe/Sanitize		X	
					Office doors	Wipe/Sanitize		X	
					Office windows	Wipe		X	
					Break Room windows	Wipe		X	
					Light Switches	Wipe/Sanitize		X	
					BREAKROOM	WORK DESCRIPTION			
					Floors	Sweep/Mop/Empty Trash	X		
					Table and Chairs	Wipe down & Sanitize Tables	X		
					Window Sills/Countertops	Wipe down & Sanitize		X	
					Credenza	Dust		X	
					Kitchen area	Wipe down & Sanitize Counter Tops, Surfaces (top of fridges/freezer)	X		
					Appliances	Clean Inside/Out & Sanitize Appliances (microwave (daily), stove top/oven (as needed), fridges/freezer)		X	
					Napkin Dispensers	Restock		X	
					Paper Towels by Coffee Machine	Z-fold type;restock	X		
					Water Cooler	Clean & Sanitize	X		
					Trash cans	Empty Trash	X		
					Soda can recycle bin	Empty & Replace Bag as needed		as needed	
					CONFERENCE ROOM	WORK DESCRIPTION			
					Floor/ Conf Table/Trash	Sweep/Mop/Empty Trash/Dust	X		
					Credenza	Dust		X	
					UNIT 2 OFFICES	WORK DESCRIPTION			

					Offices	Sweep/Mop/Empty Trash		X		
					Furniture (top of desks,bookshelves)	Dust			X	
					Doors & Handles	Sanitize		X		
UNIT 2 HALLWAY						WORK DESCRIPTION				
					Reception Area & Control Room	Dust			X	
					Window Counters & Mail Boxes					
					Floors	Sweep/Mop		X		
					Walls	Wipe down			X	
					Window Sills & Countertops	Wipe down			X	
CONTROL ROOM						WORK DESCRIPTION				
					Offices x 2	Sweep/Mop/Trash		X		
					Bathroom	Clean Toilet/Sink/Floor/Trash		X		
					Kitchenette	Counter/Sink/Microwave		X		
LAB BATHROOM						WORK DESCRIPTION				
					Bathroom	Clean Toilet/Sink/Floor/Trash		X		
					Dispencers: Soap/Hand Cleaner/Paper Towels	Restock & Clean	as needed			
ADDITIONAL CLEANING						WORK DESCRIPTION				
					Unit 1 Shower Facility	Deep cleaning			X	
					Janitor Storage Areas	Clean & Organize			X	

Date:	Clock In:	Clock Out:

Janitorial duties to take place between 8:00pm and 7:00am for the duration of 6-8hours/night Sunday through Thursday night. (exceptions to be made for GVEA recognized holidays)

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 the Contractor, at its expense, and certificates thereof shall be presented to GVEA in form and content satisfactory to GVEA prior to the 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. **Comprehensive Automobile Liability**, 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**, is not required
- e. **Cargo Insurance** is not required.
- f. **Umbrella Policy**, of any amount, can be used to reach the one million per occurrence for Commercial General Liability

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

- i. Endorsements adding GVEA as an additional insured.
- iii. Statement of subrogation

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.

ATTACHMENT C

GOLDEN VALLEY ELECTRIC ASSOCIATION, INC. (GVEA) Standard Service Agreement

This Agreement ("Agreement") is effective on the xx day, xxxx, 2020 between Golden Valley Electric Association, an Alaska Corporation ("GVEA") and xxxxxxxxxx ("Company"). WHEREAS, GVEA has a need for Professional Services (consulting, engineering, contracting, or other technical services) to perform its duties and responsibilities in its business operations, and WHEREAS, Company is willing to supply such Professional Services (consulting, engineering, contracting, or other technical services) to GVEA on the terms and conditions as set forth below:

NOW, THEREFORE, for and in consideration of the premises 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:

2.0 Services and Rates. The company will commence the Services or Work as specified in GVEA RFP 2020-060("RFP"), Scope of Services, and will proceed with such Services in a diligent professional manner, to completion. Company's rates and fees are outlined in applicable Scope of Services. The Company will not be responsible for delays caused by factors beyond Company's control which could not readily have been foreseen by the Company. Company shall not be liable for delay or default under this Agreement caused by acts of God, or other events beyond the control of such party. Such acts or events shall include storms, floods, fires, epidemics, war, riots, strikes, lockouts or other labor disputes, and acts of the federal, state, or local government, their agencies, or officials. Such events shall be deemed to have altered the work contracted for under this Scope of Services, and the Company shall meet and confer with GVEA on an equitable cost adjustment.

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

4.0 Warranty. Professional services provided by the Company will be performed, findings obtained, and recommendations prepared in accordance with generally accepted accounting, engineering and scientific principles, practices, and their professional and expert understanding of current regulations. Company shall deliver the work product as specified in the Scope of Service in a manner that meets the industry's general understanding of regulatory compliance but offers no warranty that the Regulator will interpret the Regulations in the same manner.

5.0 Reliance. The Company is entitled to rely on all information or data furnished or to be furnished by GVEA. GVEA agrees to defend and indemnify the Company, 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 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. GVEA is responsible for reviewing and verifying the accuracy and completeness of all deliverables within 60 calendar days of delivery. Errors made by the Company that are identified by

GVEA within the first 60 days following delivery will be corrected at no charge to GVEA. The Company requires GVEA acceptance of deliverables within 60 days of delivery and assumes GVEA acceptance after 60 days.

6.0 Ownership. All materials resulting from the execution of the Scope of Service, 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. 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.

7.0 Indemnification. The Parties agree to indemnify and hold each other (including but not limited to its directors, officers, shareholders, and employees) harmless from any claims, loss, injury, damage, fines, causes of action, attorney's fees, costs and litigation expenses ("claims") asserted against or incurred by the Indemnatee by any person or proximately caused by, in whole or in part, the Indemnitor's negligence or intentional misconduct. The Parties agree to indemnify and hold each other (including but not limited to its directors, officers, shareholders, and employees) harmless from any claims, loss, injury, damage, fines, causes of action, attorney's fees, costs and litigation expenses ("claims") associated with any asset failure or incident resulting in loss and/or alleged non-compliance of the other Party. Attorney's fees and litigation expenses recoverable under this paragraph include fees, costs, and expenses incurred in establishing a party's right to indemnification.

8.0 Insurance. Throughout the term of this Agreement and any extensions thereof, Company shall maintain insurance in accordance with the requirements set forth in Attachment B. 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 shall expire or terminate 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 the RFP, 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 B, shall be deemed to limit the liability of Company.

9.0 Solicitation. During the execution of and for twelve (12) months after completion of any scope of services, GVEA agrees that it will not directly or indirectly recruit, solicit, or induce, or attempt to recruit, solicit or induce, any Company employee without first obtaining written authorization from the Company.

10.0 Termination. GVEA may terminate this agreement at any time upon ten (10) days prior written notice to the other. Unless termination is for cause, the Company will be compensated for services performed under this proposal to the date of termination; GVEA will be entitled to the return of any compensation paid towards a deliverable but not yet delivered.

11.0 Safety & Security. As appropriate for Work conducted at a GVEA facility, GVEA shall provide proper safety orientations, training, and Personal Protective Equipment to Company employees. The Companies employees will

follow the safety program as briefed by GVEA. GVEA shall implement and maintain proper security and safety for Company employees, as appropriate.

12.0 Public Statements. Parties agree that neither shall make public statements about the involvement of the other in the Scope of Service without seeking the approval of the other.

13.0 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, 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 Delivering Party. Receiving Party shall take all reasonable precautions to prevent disclosure of the Confidential Information to any third party. Receiving Party shall limit access to the Confidential Information to employees, consultants, agents, and representatives who have a need to know the Confidential Information for the express limited purposes of this Agreement, and shall require each of those employees, consultants, agents, and representatives to agree and comply with the terms of this Agreement. The Company acknowledges that GVEA may share the material deemed Confidential with a Third Party in its efforts to sell its asset.

14.0 Payment. GVEA shall pay to the Company's invoices within 30 calendar days of receipt of an invoice. Invoicing will occur as laid out in the Companies response to the RFP.

15.0 Compliance. The parties shall comply with the United States Export Administration laws and regulations and all other applicable laws.

16.0 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 contract shall not be assigned by Company or GVEA.

17.0 This agreement shall be governed by and interpreted in accordance with the law of the State of Alaska, and shall be adjudicated in its Fourth Judicial District Fairbanks.

18.0 This Agreement reflects the entire agreement between the parties with respect to its subject matter. 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.

19.0 Authorized Signatory. The parties have executed this Agreement through their authorized officers or representatives.