



Request for Quote – Clearing of HAS Distribution and Feeder ROW

Bid Package: 2018 - 180

I. Overview

Golden Valley Electric Association, Inc. (hereinafter called the "Owner" or "GVEA") is soliciting a qualified contractor to clear the HAS Distribution ROW.

Please submit one electronic copy of your Quote to the contact person listed below no later than 2 PM on June 10, 2021. Any proposal received after the time specified may be disqualified with notification by email.

A pre-bid meeting will be held on June 3, 2021 at 2 pm , via MS Teams please contact Ehren Schachle to receive an invite.

All quotes submitted shall become the property of GVEA.

All responses to the RFQ shall be submitted to:

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

Contact Information:

Purchasing: Ehren Schachle
Administrative Operations Manager
(907) 458-5722 – Office
(907) 378-6757 - Cell
EPSchachle@gvea.com

Questions may be submitted via email to EPSchachle@gvea.com, up to 2 pm on June 7, 2021 questions will be answered by 2 pm June 8. No further questions will be responded to after this date.

II. Background and Purpose

GVEA in its ongoing mission to safely provide its member-owners with reliable electric service, quality customer service, and innovative energy solutions at fair and reasonable prices needs to re-clear the distribution lines known as the Hamilton Acres Substation (HAS) The purpose of this solicitation is to find a qualified contractor with the skills and experience that can provide GVEA the following outcomes through its chosen supplier;

- A. Obtain a skilled service provider with a strong record of experience and safety, so that GVEA is assured to get dependable, responsive, proven and expert right of way clearing;
- B. Produce a work product that meets the needs of the Right of Way Maintenance Department in its work to assure that GVEA's rights of way remain accessible for the needs of other GVEA Departments;

III. Specifications and Requirements

A. Location of work

The clearing project will consist of clearing the distribution and feeder lines right of way in the area commonly known as Hamilton Acres . An optional addition in the scope of work is the area of Shannon Park and Birchwood Homes which is served by underground distribution and will need the areas around the ground level transformers cleared. In total this project will consist of 105,000 linear feet, 19.5 miles, of ground to sky clearing and potentially 165 ground level pad mount transformers. **See Attachment A**

B. Scope of work

1. The ROW will be cleared 10 feet from the outermost conductors on each side of the ROW. Guy wires will be cleared to prevent abrasion and deflection.
2. The clearing around pad mount transformers, option for GVEA to exercise. **See Attachment B**
3. Clearing includes either machine or hand clearing of all trees and underbrush, and such tree trimming as may be required to leave an unobstructed right-of-way, from the ground to sky along both sides of the ROW, to the width specified.
4. All stumps within the right-of-way shall be cut flush with the ground surface.
5. All debris resulting from contractor's activities shall be mulched in place where appropriate or chipped and captured for transport to the Golden Heart sewage treatment plant or other appropriate disposal site. Any material too large to be fed through contractors' chipper will be limbed and cut into four-foot lengths and stacked neatly on the land owner's property in which the material was generated.
6. Contractor shall identify any tree out of right away presenting a danger to the line either by the direction of growth or imminent failure. Contractor will notify GVEA ROW Operations, GVEA will determine within a business day of notification if the tree is to be removed. Contractor to notify landowner either in person or with door hanger of flagged danger tree and its potential removal.
7. Any vegetation found to be in contact with primaries (conductors) will need to be reported to GVEA so that GVEA Linemen can respond to remove the portion in direct contact.
8. ANSI Z133 Safety Requirements for Arboricultural Operations, including Section 4 - Electrical Hazards shall be observed. All OSHA 1910.269 Minimum Approach Distances shall be observed working in proximity to conductors. If any conflict between the two standards exists the stricter of the two standards apply.
9. Cut vegetation can be left alongside the right of way where it presents a safety risk to extract the material back to the chipper. Contractor to notify GVEA of areas where they elect to leave material and is subject to final approval by GVEA.

10. Debris is not to be left where it will block existing roads, trails, or driveways.
11. Areas which are predominately low bush type vegetation used for ornamental or privacy can be left while selectively clearing taller woody vegetation such as birch, aspen, spruce, willow, alder and chokecherry trees (prunus species).
12. No Mulching/Mowing machinery shall be used within 25 feet of any river, slough, or creek. In these areas, hand clearing only is permitted. No debris are allowed to be left in the water or allowed to float downstream. Any material left behind will be stacked above high-water mark. The contractor will leave a low growing vegetation buffer on either side of the waterway.
13. All employees working on this project will need to be qualified to work in the ROW per OSHA 1910.269. Contractor can prove compliance with this requirement by submitting documentation of their choice showing the crew(s) assigned to this project have meet this condition prior to starting the project.
14. All tools and equipment used in the execution of this project will meet the conditions set forth in the OSHA 1910.269 standard.
15. ISA standards will be observed when pruning trees and low bush type vegetation used for ornamental or privacy
16. Person(s) in charge of work shall log on with GVEA dispatch before beginning work and off the system when work is done for the day. They shall be available to be contacted by radio or cell phone at all times while logged on the system.
17. Contractor in performance of the project is subject to reimbursing GVEA for for the time and materials needed to fix any disruption of service or damage caused by Contractors to GVEA's distribution system.
18. Contractor in performance of this project will be responsible to the members of GVEA for any damage caused by the Contractors actions. Contractor is expected to respond to Members complaint with in 24 hours of notification from GVEA or the Member. Contractor will submit to GVEA a short written discription of the damage, the resolution and signed statement from the Member that the issue was resolved to their satisfaction
19. Contractor will be provided with a script in which to follow should a member approch the contractors crews with questions or have a dispute with the work the contractor is performing on their property.

C. Time for Completion

Contractor to complete this project by October 31, 2021.

D. Minimum Insurance Requirements

1. For the term of this project, Contractor shall maintain insurance in accordance with the requirements set forth separately on **Attachment C**. The contractor shall deliver to GVEA a certificate of insurance evidencing that all such coverages are in full force and effect before starting the project.

IV. Additional Info

A. Bidder's Qualifications

If the respondent has not contracted with GVEA in the last three (3) years for this type of work, the respondent will need to provide the Contractor Qualification Checklist as part of its response. If the respondent has worked for GVEA in the last three years, please submit the last project performed for GVEA and the GVEA Project Manager overseeing the work.

B. The Engineer Represents

All easements and rights of way, except as directed by GVEA Engineering, have been obtained from the Recorded Title Holder for the properties across which the clearing is to be carried out. If the Recorded Title Holder fails to comply with the undertakings contained in this paragraph, the bidder will be entitled to an extension of time of completion for a period equal to the delay, if any, caused by the failure of the Recorded Title Holder to comply with such undertakings, provided that the bidder has promptly notified the Owner in writing of its desire to extend the time of completion in accordance with the foregoing.

C. Fuel Storage and Fueling Operations

The Contractor will not store fuel in the Owners Right of Way or any area adjacent to this project. Any fuel transferring activity requires a temporary portable catch basin, i.e. DuckPond to be used under the pump pumping fuel and the vehicle receiving fuel so that if the pump leaks or the vehicle overfills any released fuel is contained in the portable catch basin. All hand held tools requiring fuel shall be filled over a portable catch basin. All temporary daily fuel storage containers will be stored in a temporary catch basin regardless if the storage container is on the ground or in a vehicle.

D. Owners Terms and Conditions

Contractors shall read the GVEA Standard Services Agreement (**Attachment D**), as many, if not all of these elements and language will be incorporated into the final contract between the Owner and successful responder to the RFQ.

E. Billing

1. Contractors final bill for this project must be received by GVEA no later than December 1, 2021
2. Contractor can bill on a weekly basis for acreage cleared if they choose, GVEA will inspect work after invoice submittal for completeness of work being invoiced

V. Response Requirements

A. Manner of Submitting Proposals

Proposals to be submitted electronically to the contact listed in Section I

B. Proposals to Contain

1. GVEA's Terms and Conditions with Contractors proposed changes in redline. (**Attachment D**)
2. Contractors to submit their offer on the provided response page. (**Attachment F**)
3. Contractor Qualification form if applicable (**Attachment G**)
4. Equipment list to be tasked to project. Equipment is to be grouped by what is owned and what will be rented.
5. Last 5 years of OSHA 300 Logs, or if not subject to OSHA record keeping requirement due to contractor's employee numbers, the last 5 years of the contractors' workers compensation experience modification (EMOD) along with the contractor's gross payroll number for each of the years.
6. Copy of Safety Plan
7. Work Plan detailing the anticipated start date, production rate, and timeline to completion of the project.

VI. Evaluation of Response

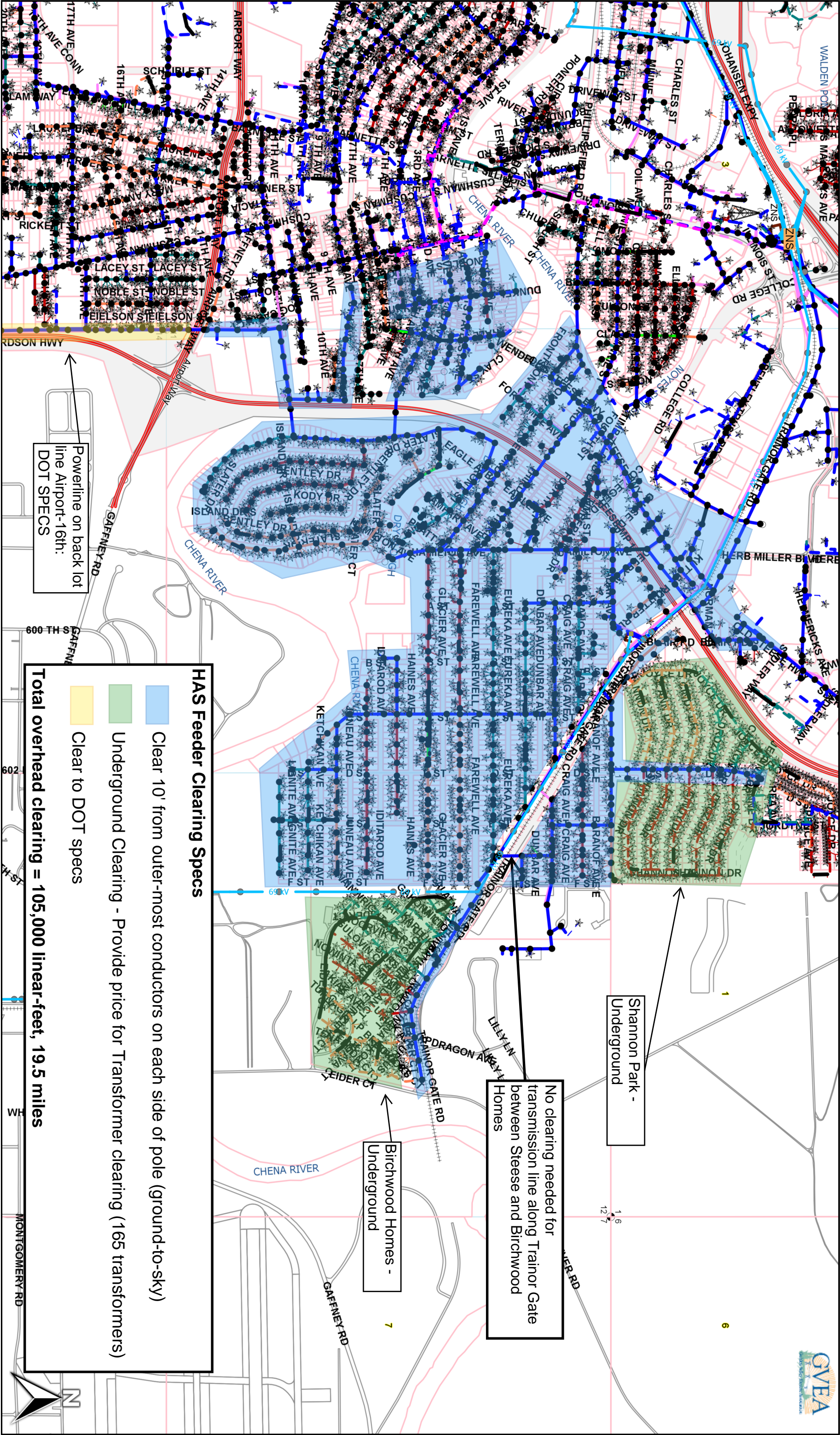
- A. Purchasing shall first review submittals to for initial decisions on responsiveness and responsibility. Those found responsive and responsible based on this initial review shall proceed.
- B. GVEA will evaluate each Contractors' compliance with the specifications and other bid requirements set forth in the RFQ.

1	Compensation The proposed compensation will be 40% of the overall evaluation, with the lowest cost Proposer receiving all 40 points and the others receiving less than 40 points bases on the ratio of their cost compared to the lowest cost Compensation Points $= (\text{low}/\text{actual}) * 40$	40 Points
2	Safety Score Scoring will be based on contractor performance from supplied OSHA 300 logs or EMOD Record for a 5-year history included with proposal submittal. If contractor does not have 5 years of requested records, GVEA will deduct 2 points for every missing year to balance contractor safety experience. The scoring for industry standards for electrical industry will be broken out as follows: Zero incidents or 10% below industry standards will receive a score of 30 points Incidents that have a rating within 10% of the industry standards will receive a score of 15 points Incident rate in excess of 10% above the industry standard will receive a score of 0 points	30 Points
3	Qualifications Scoring will be based on numbers of years in the trade as worker and/or owner, professional licenses included with proposal submittal, prior work experience with GVEA and GVEA contract compliance, and/or results of feedback collected from provided business references included in contractor's Proposal. This will also include the equipment contractor proposes for use on this project	30 Points
	RFQ Evaluation Total	100

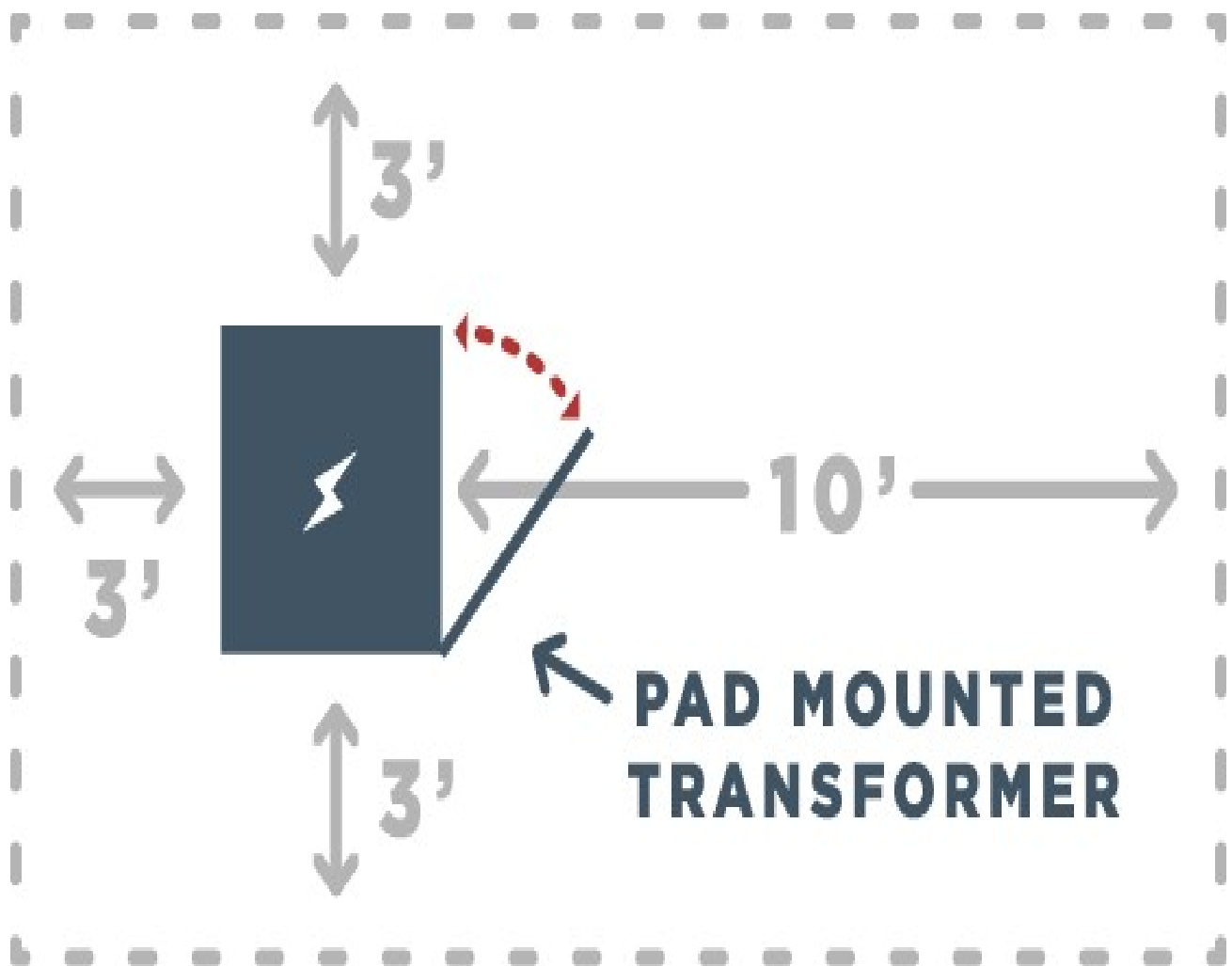
IIIX. Terms and Conditions

A. RFQ Stipulations

1. The Contract/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.
2. All bids become the property of GVEA.
3. 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.



ATTACHMENT B



Attachment C

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.

ATTACHMENT D

GVEA Service 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, *(Inset Work Statement Here)* (hereafter referred to as "the Services") more fully described in GVEA's RFQ *(Inset RFQ #)* attached hereto and incorporated herein by reference (hereafter referred to as "the RFQ"), and

WHEREAS, Company is willing to supply the Services to GVEA on the terms and conditions as set forth below:

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 - Force Majeure - The Parties shall not be liable for delay or default under this Agreement caused by 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 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 acknowledges that the COVID-19 pandemic and the restrictions presented by this pandemic will not be considered grounds to declare Force Majeure.

3.0 - 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 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 *(insert RFQ#)* (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 termination of this Agreement.

4.0 - 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. 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 warrants the Services performed as set forth in the RFQ, upon completion, for a period of twelve (12) months (hereafter referred to as "the Warranty Period"). 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 Warranty Period ("Warranty Work"). Company shall warrant any Warranty Work until the later of either the expiration of the Warranty Period or 180 days after completion of the Warranty Work.

5.0 - 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.

6.0 - 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.

7.0 - Indemnification. The Company agrees to indemnify and hold GVEA (including but not limited to its directors, officers, members, 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 GVEA that arise from or relate to any act or omission of the Company or its subcontractors or agents, unless due to the sole negligence of GVEA.

8.0 - 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.

9.0 - 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 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 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.

10.0 - Solicitation. During the execution of and for twelve (12) months after completion of this Agreement, each Party agrees that it will not directly or indirectly 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.

11.0 – Termination/Term. GVEA may terminate this Agreement at any time upon ten (10) calendar days' prior 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.

12.0 - 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.

13.0 - 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.

14.0 - 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.

15.0 - 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.

16.0 - 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.

17.0 - 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, trash and construction waste, Company equipment and materials from its work site. 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. ***(May not be applicable for every Service and may be deleted)***

18.0 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 an 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. ***(May not be applicable for every Service and may be deleted)***

19.0 - Compliance. The Parties shall comply with all applicable local, state and federal laws. ***as well as the terms of any permits that GVEA has related to the (specific GVEA Facility). (Subject to deletion if no onsite service is being performed)***

20.0 - 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.

21.0 - 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.

22.0 - 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.

23.0 - 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, e-mail 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 e-mail, 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
E-mail: EPSchachle@gvea.com

Legal notices to the Company shall be sent to:

(Inset Company Information)

24.0 – 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.

25.0 – 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 corporation action of such Party. Company represents that it will employ only personnel qualified and/or subcontractors to perform the Services.

26.0 - 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.

Attachment F – Bidders Response

offers to accomplish the following

Bidder

Hamilton Acres Feeder and Distribution Circuit an est. 20.5 miles, for the sum of

\$_____

Danger Tree Removal \$_____ per tree

Option A: Clear 165 Pad Mount Transformers \$_____

Initial

We acknowledge receipt of GVEA's Service Terms and Conditions

We acknowledge receipt of the RFQ and understand the work being requested

We agree to hold quoted price firm till contract is awarded

Signed by _____, its _____, on this date of _____

Signature

Title

Date

Attachment G

Contractor Qualification Checklist

Business Name:

Local Address:

Headquarters Address:

Phone Number(s):

Alaska Business License: Expiration

Contractor's License:	Type	Number	Expiration
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Superintendent:	Name _____	Resume:	Yes ____ No ____
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Foreman:	Name _____	Resume:	Yes ____ No ____
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Administrator:	Name _____	Resume:	Yes ____ No ____
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Proof of Insurance Attached: Yes ____ No ____

Available equipment list: Yes ____ No ____

Minimum of one year experience in Alaska, within the past 5 years, in work similar to work being bid:
Yes ____ No ____

Was that work in: ____ Transmission ____ Distribution ____ Substation ____ Generation ____ Other

Commitment to Local and Alaska Resident Hire: Yes ____ No ____

Commitment to pay prevailing wages: Yes ____ No ____

Commitment to maintain smooth working and community relationship: Yes ____ No ____

Please provide three references that can speak to GVEA about your ability to perform the work and past performance.
