

Contact: Angelica Roberts
Phone: (213) 367-2071
Angelica.Roberts1@ladwp.com
regarding this Request for
Sealed Bids

THE INTERMOUNTAIN POWER AGENCY

REQUEST FOR SEALED BIDS

BID NO. 010123

BIDDING DOCUMENTS FOR

AIR CHARTER SERVICES

Contact: Angelica Roberts
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Sealed Bids

NOTICE OF ANNOUNCEMENT

The Intermountain Power Agency, a political subdivision of the State of Utah ("IPA"), hereby announces that it is seeking sealed bids for the provision of certain air charter services to IPA, as more particularly described in Attachments A – E hereto ("Request for Bids").

The Department of Water and Power of the City of Los Angeles is the Project Manager and Operating Agent for IPA, hereinafter referred to as "Operating Agent," and shall act as agent for IPA in the procurement of such air charter services and in the administration of any contract awarded as a result of this Request for Bids.

The anticipated contract period for any award is three (3) years beginning January 1, 2023.

Your bid must conform to the "Form of Bid to Furnish Air Charter Services to Intermountain Power Agency," to which Attachment A must be appended. Attachments B – E state additional terms and conditions and should be retained by bidder. Bids must be signed by a person with authority to bind the bidder. Any contract awarded as a result of this Request for Bids will incorporate certain provisions of Attachments A – E.

Bids will not be publicly opened and read. **BIDS ARE DUE NO LATER THAN 4:00 P.M., PREVAILING PACIFIC TIME, OCTOBER 21, 2022 AND MUST BE SUBMITTED IN HARD COPY BY MAIL OR MESSENGER SERVICE. UNTIMELY BIDS WILL NOT BE CONSIDERED.**

Bids must be submitted by mail or messenger delivery service to:

Department of Water and Power
of the City of Los Angeles
Operating Agent, Intermountain Power Agency
Physical Address for Hand Delivery:
111 North Hope Street, Room 1255
Los Angeles, California 90012-2607
Mailing Address:
P.O. Box 51111, Room 1255
Los Angeles, California 90051-5700

FORM OF BID TO FURNISH AIR CHARTER SERVICES TO IPA

(This sheet and Attachment A hereto constitute the bidding documents and should be returned as the bid)

The undersigned hereby proposes to furnish to the Intermountain Power Agency, a political subdivision of the State of Utah, hereinafter referred to as "IPA", Services, Air Charter, as may be ordered during a period of three (3) years beginning January 1, 2023.

The undersigned declares under penalty of perjury that such proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person or entity not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure for itself an advantage over any other bidder.

I declare under penalty of perjury under the laws of the States of California and Utah that the foregoing is true and correct, and I agree to the terms and conditions of this Request for Bids.

Date _____, 2022

Bidder _____

Address _____

Signed by _____	(Authorized Signature)
_____	(Printed Name)
_____	(Title)
_____	(Telephone)
_____	(E-mail)

ATTACHMENT A

PROPOSAL SCHEDULE

Proposal is hereby made to furnish air charter services to the IPA f.o.b. various locations, in accordance with Bid No. 010123 as follows:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
1	Services, flight, one-day round trip on a two-engine jet (Learjet or equivalent), fully operated basis from Van Nuys, California to Delta, Utah and return to Van Nuys, California; not less than five passengers; with a cruise speed of not less than 470 mph, for a price per round trip of:	\$ _____
2	Services, flight, two-day round trip on a two-engine jet (Learjet or equivalent), fully operated basis from Van Nuys, California to Delta, Utah and return to Van Nuys, California; not less than five passengers; with a cruise speed of not less than 470 mph, for a price per round trip of:	\$ _____
3	Services, air charter, one-day round trip on two-engine jet (Learjet or equivalent), fully operated basis from Burbank, California/Delta, Utah/Price, Utah/Burbank, California; not less than five passengers; with a cruise speed of not less than 470 mph, for a price per round trip of:	\$ _____
4	Services, air charter, two-day round trip on a two-engine jet (Learjet or equivalent), fully operated basis from Burbank, California/Delta, Utah/Price, Utah/Burbank, California; not less than five passengers; with a cruise speed of net less than 470 mph, for a price per round trip of:	\$ _____
5	Services, air charter, one-day round trip on a two-engine jet (Learjet or equivalent), fully operated basis from Burbank, California/Delta, Utah/Burbank, California; not less than five passengers; with a cruise speed of not less than 470 mph, for a price per round trip of:	\$ _____

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
6	Services, air charter, two-day round trip on a two-engine jet (Learjet or equivalent), fully operated basis from Burbank, California/Delta, Utah/Burbank, California; not less than five passengers; with a cruise speed of not less than 470 mph, for a price per round trip of:	\$ _____
7	Services, air charter, one-day round trip on a two-engine jet (Learjet or equivalent), fully operated basis from Ontario, California/Delta, Utah/Price, Utah/Ontario, California; not less than five passengers; with a cruise speed of not less than 470 mph, for a price per round trip of:	\$ _____
8	Services, air charter, two-day round trip on a two-engine jet (Learjet or equivalent), fully operated basis from Ontario, California/Delta, Utah/Price, Utah/Ontario, California; not less than five passengers; with a cruise speed of not less than 470 mph, for a price per round trip of:	\$ _____
9	Services, air charter, one-day round trip on a two-engine jet (Learjet or equivalent), fully operated basis from Ontario, California/Delta, Utah/Ontario, California; not less than five passengers; with a cruise speed of not less than 470 mph, for a price per round trip of:	\$ _____
10	Services, air charter, two-day round trip on a two-engine jet (Learjet or equivalent), fully operated basis from Ontario, California/Delta, Utah/Ontario, California; not less than five passengers; with a cruise speed of not less than 470 mph, for a price per round trip of:	\$ _____
11	Services, air charter, two-day round trip on a two-engine jet (Learjet or equivalent), fully operated basis from Van Nuys, California/Salt Lake City, Utah/Van Nuys, California; not less than five passengers; with a cruise speed of not less than 470 mph, for a price per round trip of:	\$ _____

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
12	Services, air charter, one-day round trip on a two-engine jet (Learjet or equivalent), fully operated basis from Long Beach, California/Delta, Utah/Long Beach, California; not less than five passengers; with a cruise speed of not less than 470 mph, for a price per round trip of:	\$_____
13	Services, air charter, one-day round trip on a two-engine jet (Learjet or equivalent), fully operated basis from Van Nuys, California to DESTINATION TO BE DETERMINED . All flights within western states region.	NET
14	Fuel adjustment, documentation required, reference item number of contract and state as a separate charge (see fuel price adjustment below).	NET
15	FAA required domestic segment fee	NET
16	Cancellation Fee within three (3) days of scheduled flight	\$_____

THE BIDDER SHALL SUBMIT A COMPLETE BID ON ALL ITEMS. ANY AWARD MADE HEREUNDER WILL INCLUDE ALL ITEMS IN A SINGLE CONTRACT.

FUEL PRICE ADJUSTMENT: During the contractual period, the cost of the flights may increase or decrease according to the difference in the base fuel cost used in the prices quoted and the fuel cost listed in the Oil Price Information Services ("OPIS") for Los Angeles. The bidder shall use the OPIS fuel cost published on the last Monday of the month for which air charter services were performed.

The increase or decrease in cost due to fuel price adjustment shall be calculated using the following formula:

$$\begin{aligned} \text{Increase or decrease in cost} &= (\text{No. of gallons per round trip}) \\ &* (\text{Base fuel cost} - \text{current fuel cost}) \end{aligned}$$

First Year Period Prices: The unit price entered shall be fixed for the first year contractual period.

Second Year Period Prices: If unit prices are not fixed for the second year period of the contract, the bidder shall state the adjustment, if any, as a percentage increase or decrease, that will be applied to the first year period prices for the Items listed to determine the second year period prices, which will be fixed during that period. If a price adjustment is not entered, it shall be read and considered as zero.

Third Year Period Prices: If the unit prices entered after adjustment, if any, for the second year period are not fixed for the third year period of the contract, the bidder shall state the adjustment, if any, as a percentage increase or decrease, that will be applied to the second year period prices for the Items listed to determine the third year period prices, which will remain fixed during that period. If a price adjustment is not entered, it shall be read and considered as zero.

Item No.	Second Year % Adjustment	Second Year Adjusted Item Price	Third Year % Adjustment	Third Year Adjusted Item Price
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13, 14, & 15	Net	No Change	Net	No Change
16				

Age of fleet shall be a consideration. Bidder preference shall be given for use of newer aircraft (2000 and above).

DESCRIPTION OF AIRCRAFT PROPOSED TO BE FURNISHED: The bidder shall indicate below data describing the aircraft proposed to be furnished.

<u>Year Built</u>	<u>Make</u>	<u>Model</u>	<u>Tail Number</u>

Prices quoted by the bidder are exclusive of Federal Excise Taxes pursuant to the exemption of political subdivision of a State by federal law. Prices quoted do not include any applicable sales or use taxes unless otherwise stated. Prices quoted include all applicable duties.

PERSON TO CONTACT: Should the Operating Agent desire information concerning this proposal, please contact:

Name _____

Title _____

Address _____

Telephone _____ Fax No. _____

Cell Phone _____

E-Mail Address _____

(END OF ATTACHMENT A)

ATTACHMENT B:

GENERAL CONDITIONS FOR AWARD PROCEDURE

1. General: IPA expressly reserves the right to reject, through the Operating Agent, any or all proposals, to investigate the qualifications and experience of any bidder, to reject any conditions or exceptions in any proposal, to reissue a revised Requests for Bids from a selected group of finalists, negotiate with any, all or none of the bidders, waive informalities, minor irregularities and discrepancies, and award a contract without interviews, discussions or negotiations. IPA may cancel this Request for Bids at any time, and shall not be responsible for any costs incurred by bidders in the preparation and presentation of Proposals submitted in response to this Request for Bids.

2. Bidder's Acknowledgment: The submission of a proposal shall constitute an acknowledgement that the bidder has thoroughly examined and is familiar with the Request for Bids including Attachments A - E, and has reviewed and inspected all applicable laws, regulations, ordinances, and resolutions dealing with or related to this procurement. The failure or neglect of a Proposer to examine such documents, laws, regulations, ordinances, or resolutions shall in no way relieve the Proposer from any obligations with respect to the contract issued as a result of this Request for Bids.

3. Comparison of Bids: For the purpose of comparing bids, it will be assumed that the following quantity or quantities of flights may be required during the contractual period:

<u>Item</u>	<u>Quantity</u>	<u>Item</u>	<u>Quantity</u>
1	8	8	1
2	1	9	1
3	1	10	1
4	1	11	1
5	2	12	1
6	1		
7	1		

4. Award of Contract: Any award of contract will be made to the lowest and best regular responsible bidder, as determined in the Operating Agent's sole discretion, taking into account the age of the fleet as stated in Attachment A (page 5). The determination as to which is the lowest and best regular responsible bidder may, in Operating Agent's sole discretion, be made on the basis of the lowest ultimate cost to IPA.

ATTACHMENT C

5. Confirmation of Award: Any award of contract is not effective until a final analysis and evaluation of all bids under consideration has been confirmed **and** an actual purchase order or contract has been issued to and accepted by the successful bidder.

6. Assignment of Contract Prohibited: The Contractor shall not assign or otherwise attempt to dispose of any contract awarded as a result of this Request for Bids, or of any of the moneys due or to become due thereunder, unless authorized by the prior written consent of the Operating Agent.

7. Correspondence to the Operating Agent: All inquiries relating to this Request for Bid prior to award of contract shall be addressed to the Contract Administrator as follows:

Operating Agent, IPA
c/o Angelica Roberts, Contract Administrator
Los Angeles Department of Water and Power
P.O. Box 51111, Room 1255
Los Angeles, California 90051-5700

In the interest of time, preliminary pre-award correspondence may be sent by electronic mail (e-mail) to Angelica Roberts at Angelica.Roberts1@ladwp.com.

Correspondence transmitted by e-mail shall be followed by original copies delivered by regular mail services. Correspondence sent only by e-mail will **not** meet submittal requirements.

8. Acceptance Period: Bids are subject to acceptance by the Operating Agent for a period of 90 calendar days and shall remain firm until then.

9. Insurance: The successful bidder, if any, must be prepared to provide the insurance identified in Attachment E prior to the commencement of services. Attachment E shall also be included in any contract awarded as a result of this Request for Bids.

10. Indemnification: Any contract awarded as a result of this Request for Bids will include the indemnity provision included in Attachment E, "Indemnification."

(END OF ATTACHMENT B)

ATTACHMENT C

GENERAL CONDITIONS FOR SERVICES

1. General: Under the terms of the contract, the Contractor shall furnish air charter services ordered by the Operating Agent during a period of three (3) years (36 months), beginning January 1, 2023, hereinafter called the "contractual period".

2. Quantity: The Operating Agent estimates it will purchase all of its actual requirements of each item as described in Attachment A, Proposal Schedule, during the contractual period.

In consideration of the above estimated purchase and as an additional consideration thereto, the Operating Agent, during the period of this contract, shall have the option of purchasing air charter services up to the Operating Agent's maximum requirement for operation during the contractual period. Said option shall be exercised by the issuance and delivery to the Contractor of orders for any portion thereof by the Contract Administrator or a duly authorized representative.

3. Time of Commencement and Completion: The Contractor shall furnish routine services only upon receipt of verbal or written orders issued by the Contract Administrator or a duly authorized representative. The Operating Agent may specify the time the services shall commence, the time the services shall be completed and the amount of services at the location or locations described in Attachment A.

4. Invoicing and Payment: At the expiration of each month during which services are performed, the Contractor shall render an invoice for all services performed during the month to:

Operating Agent, IPA, Los Angeles Department of Water and Power, P.O. Box 51111, Room 1263, Los Angeles, California 90051-5700.

Each invoice shall show the Agreement number, subpurchase order number, the vendor code number, and the flight number or other identification of each unit covered by the invoice. In all cases, the amount of the applicable sales tax or use tax shall be separately stated on the invoice. Payment will be made within 30 calendar days after receipt of a proper invoice.

5. Termination: Any contract awarded under this bid may be terminated by the Operating Agent upon 30 days' written notice without cause.

6. Changes Prohibited: The bidder shall not change the wording in the specifications, including the bidding documents. Any explanation or alternatives offered shall be set forth in a letter attached to the front of the bid. Alternatives which do not

substantially comply with the Operating Agent's specifications cannot be considered. Bids offered subject to conditions or limitations may be deemed irregular and rejected.

7. Discovery of Discrepancies or Omissions: If bidder finds discrepancies in or omissions from this Request for Bids and any of the Attachments, or should there be doubt as to the documents' true meaning, the bidder may submit to the Contract Administrator a written, e-mail or telephone request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. An interpretation of, or change in, documents will be made only by addendum issued to each party to whom a Request for Bids has been extended, and shall become a part of any contract awarded. The Operating Agent will not be responsible for any other explanation or interpretations.

8. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Utah.

(END OF ATTACHMENT C)

ATTACHMENT D

DETAILED SPECIFICATIONS

1. Scope of Work: The Contractor shall furnish labor, equipment, an Air Charter Certificate [Federal Aviation Administration (FAA) Form 8430-18], and material necessary to provide air charter services in accordance with the procedures specified hereinafter to: Delta, Price, and Salt Lake City, Utah or other destinations to be determined by the Operating Agent.

2. Number of Pilots: The aircraft shall be piloted by two pilots at all times. The Contractor will not permit any person to act as Pilot-in-Command on a customer-authorized charter flight unless such person complies with all applicable provisions of Federal Aviation Regulations (FAR), Part 135, and all other FARs concerning flight crew qualifications and proficiency, and holds an Airline Transport Pilot rating.

Contractor will not permit any person to act as Second-in-Command on a customer-authorized charter flight unless such person complies with all applicable provisions of FAR, Part 135, and all other FARs concerning flight crew certifications and proficiency.

3. Flight Scheduling: The Contractor will provide aircraft charter service only when scheduled and authorized by the Operating Agent or its designated representative. During the contractual term, Contractor shall have customer-requested aircraft ready for departure at the customer's designated point of flight origin at such time and for such destination(s) as customer shall designate to Contractor's Central Flight Control (Dispatch) with as much advance notice as possible.

4. Emergency Flights:

a. The Operating Agent anticipates that such occasions will be rare, but may require emergency flights where departure will be needed within 24 hours' notice. Details for emergency transportation will be arranged with the Contractor at the time of the emergency. Emergency flights are to be furnished by the Contractor subject to equipment availability.

b. Pilots shall be on call for short-notice departure for return flights and must be able to meet the FAA drinking regulation on 24-hour call out.

c. Pilots shall ensure that the aircraft has enough fuel to complete both legs of the trip without stopping in route for fueling.

5. Departure Location: The aircraft shall normally depart the Los Angeles area from Van Nuys Airport.

6. Rescheduling and Cancellation:

a. Rescheduling or Cancellation by the Operating Agent: Every effort will be made to avoid cancellation or rescheduling a flight. In the event that cancellation or rescheduling is required, the Operating Agent will notify the Contractor as soon as known, but not later than three working days prior to the flight, except in emergencies.

b. Rescheduling or Cancellation by the Contractor: If the Contractor experiences an emergency and is unable to furnish services, the Contractor shall notify the Customer as soon as possible. Repeated cancellations may be grounds for termination of this agreement.

7. Safety of Equipment:

a. The Contractor will not permit any aircraft to be used for a customer-authorized charter flight unless such aircraft meets all applicable provisions of FAR, Part 135, or the stricter provision of FAR, Part 21, if applicable.

b. The Contractor will be in complete charge and control of the aircraft at all times. When in the Contractor's view flight safety is jeopardized, the Contractor may terminate a flight or refuse to commence it without liability for loss, injury, damage, or delay occasioned by such termination or refusal. The Contractor shall not be liable for delay or failure to furnish any transportation pursuant to this contract, when such delay or failure is caused by government regulation or authority, mechanical difficulty, war, civil commotion, strikes or labor disputes, weather conditions, or acts of God.

8. Regulatory Compliance: The Contractor agrees that all services provided to customer will be performed in strict compliance with all local, state, and federal laws, rules, and regulations in performance under this Agreement.

9. Safety of Operation: If the Contractor experiences an emergency to the aircraft jeopardizing flight safety, and the flight is unable to return to Los Angeles, or is terminated during the flight, Contractor will absorb the cost of the pilots, aircraft, lodging of crew, and airport costs.

10. Landing Conditions: Contractor must verify satisfactory landing conditions at destination prior to departure.

(END OF ATTACHMENT D)

ATTACHMENT E

INSURANCE AND INDEMNITY – APPLICABLE TERMS AND CONDITIONS

Additional Insured Status Required

Contractor shall procure at its own expense, and keep in effect at all times during the term of this Agreement, the types and amounts of insurance specified on the attached Contract Insurance Requirement page. The specified insurance shall also, either by provisions in the policies, by City of Los Angeles's ("City's") own Intermountain Power Agency endorsement form or by other endorsement attached to such policies, include and insure City, its Department of Water and Power, its Board of Commissioners, the Intermountain Power Agency, Intermountain Power Service Corporation, and all of their Boards, committees, officers, employees and agents, their successors and assigns, as additional insureds (except for Professional Liability and Workers' Compensation), against the area of risk described herein as respects Contractor's acts or omissions in its performance of the agreement. Such insurance shall not limit or qualify the liabilities and obligations of the Contractor assumed under the contract.

Severability of Interests and Cross Liability Required, and Contractual Liability

Each specified insurance policy of Liability Insurance (other than Workers' Compensation and Employers' Liability and Property coverages) shall contain a Severability of Interest and Cross Liability clause which states, "It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability," or equivalent wording, and a Contractual Liability Endorsement which shall state, "Such insurance as is afforded by this policy shall also apply to liability assumed by the insured under contracts with the Intermountain Power Agency," or equivalent.

Primary and Non-Contributory Insurance Required

All such insurance shall be Primary and Noncontributing with any other insurance held by City or Intermountain Power Agency where liability arises out of or results from the acts or omissions of Contractor, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of Contractor. Any insurance carried by the City or Intermountain Power Agency which may be applicable shall be deemed to be excess insurance and the Contractor's insurance is primary for all purposes despite any conflicting provision in the Contractor's policies to the contrary.

Deductibles Subject to Department's Discretion

Deductibles and/or self-insured retentions shall be at the sole discretion of the Risk Manager of the Department of Water and Power of the City (hereinafter referred to as "Risk Manager"). Neither the City nor the Intermountain Power Agency shall have any liability for payment of any premiums or deductibles charged for such coverage(s). The inclusion of the City and Intermountain Power Agency, their Boards and Committees, and all of its officers, employees and agents, and their agents and assigns, as additional insureds, is not intended to, and shall not, make them, or any of them a partner or joint venturer with Contractor in its operations.

Proof of Insurance for Renewal or Extension Required

At least ten (10) days prior to the expiration date of any of the policies required on the attached Contract Insurance Requirement page, documentation showing that the insurance coverage has been renewed or extended shall be filed with the City. If such coverage is canceled or reduced in coverage, Contractor shall, within fifteen (15) days of such cancellation or reduction of coverage, file

with the City evidence that the required insurance has been reinstated or provided through another insurance company or companies.

Submission of Acceptable Proof of Insurance and Notice of Cancellation

Contractor shall provide proof to the City's Risk Manager of all specified insurance and related requirements either by ACORD 25 form accompanied by required scheduled endorsement form(s) , by use of Intermountain Power Agency's own endorsement form(s), by other written evidence of insurance, but always in a form acceptable to the Risk Manager. The documents evidencing all specified coverages shall be filed with the City prior to Contractor beginning operations hereunder. Said proof shall contain at a minimum, the applicable policy number, the inclusive dates of policy coverages, the date the protection begins for the City and Intermountain Power Agency, and the insurance carrier's name. It shall bear an original signature of an authorized representative of said carrier, and shall provide that such insurance shall not be subject to cancellation, material reduction in coverage or non-renewal except after written notice by certified mail, return receipt requested, to the City at least thirty (30) calendar days prior to the effective date thereof. The notification shall be sent by registered mail to: Risk Management Section – Department of Water and Power, Post Office Box 51111, JFB Room 465, Los Angeles, California 90051-0100.

Claims-Made Insurance Conditions

Should any portion of the required insurance be on a "Claims Made" policy, the Contractor shall, at the policy expiration date following completion of agreement term, provide evidence that the "Claims Made" policy has been renewed or replaced with the same limits, terms and conditions of the expiring policy, or that an extended three (3) years discovery period has been purchased on the expiring policy at least for the contract under which the work was performed.

Failure to Maintain and Provide Proof as Cause for Termination

Failure to maintain and provide acceptable evidence of the required insurance for the required period of coverage shall constitute a breach of contract, upon which the Intermountain Power Agency may immediately terminate or suspend the agreement.

Sub-Contractor Compliance

The Contractor shall be responsible for all subcontractor's compliance with the insurance requirements.

Periodic Right to Review/Update Insurance Requirements

The City and Intermountain Power Agency and Contractor agree that the insurance policy limits specified on the attached Contract Insurance Requirements page may be reviewed for adequacy annually throughout the term of this Agreement by the Risk Manager, who may thereafter require Contractor to adjust the amounts and types of insurance coverage however the Risk Manager/City Attorney deems to be adequate and necessary. City reserves the right to have submitted to it, upon request, all pertinent information about the agent and carrier providing such insurance, including applicable license and ratings.

Specific Insurance Requirements

See Attachment, "Contract Insurance Requirements."

Indemnification

The Contractor on behalf of itself and its successors, assigns and sub-Contractors undertakes and agrees to indemnify and hold harmless the City of Los Angeles, the Department of Water and Power, the Board of Water and Power Commissioners of the City of Los Angeles, the Intermountain Power Agency, the Intermountain Power Service Corporation, and all of their Boards, committees, officers, agents, successors in interest, insurers, assigns and/or employees (individually and collectively, "Indemnitees"), and at the option of the Intermountain Power Agency, defend, by counsel satisfactory to the Intermountain Power Agency, the Indemnitees from and against any and all liens and claims of lien, suits, causes of action, claims, charges, damages (including but not limited to indirect, consequential, and incidental damages), demands, judgments, civil fines, penalties, or losses of any kind or nature whatsoever that are incurred by or asserted against the Indemnitees, for death, bodily injury or personal injury to any person, including Contractor, its employees and agents, or damage or destruction or loss of use of any property of either party hereto, or third persons, or environmental damage or liability of any type or nature whatsoever, in any manner arising by reason of, incident to, or connected in any manner to the acts, errors, omissions to act, willful misconduct, or non-performance or breach by Contractor of any term and/or condition of this contract, regardless of any negligence on the part of Indemnitees, except for the sole negligence or willful misconduct of the Department of Water and Power or the Intermountain Power Agency. This indemnity shall apply whether occurring during the term of this contract and any time thereafter, and shall be in addition to any other rights or remedies which Indemnitees have under law or under this agreement.

(END OF ATTACHMENT E)