

STATE OF ALASKA RFP # 2020-0300-4470

Amendment 1 RFP

Release Date 01/21/2020

On Tuesday, January 21st two prospective applicants posed questions concerning RFP 2020-0300-4470.

1. Is it acceptable to strike the Indemnification clause, Appendix B: Indemnity and Insurance, Article 1: Indemnification, and the first four words of Article 2: Insurance: "Without limiting contractor's indemnification"? **No.**
2. Is it acceptable to change the governing law provisions from Alaska to Washington DC, California, or New York (Sec. 7.08: Disputes)? **No.**
3. The requirements state that [name of firm] must apply for and receive an Alaska business license. As a point of clarification, as we will not have a physical presence in the state and the RFP is directed to Washington, DC CFIUS practices only, is this still a requirement for filing our proposal and potentially being granted the contract? **It is not necessary to have an Alaska Business license at the time a proposal is submitted. Should your firm be selected for a contract, an Alaska business license must be obtained prior to the contract signing. This is mandated in Alaska Statute 36.30.210: "the offeror shall have a valid Alaska business license at the time the contract is awarded." (emphasis added)**
4. The RFP states that the offeror must hold a valid Alaska business license prior to the award of the contract. Is it acceptable for the firm to obtain an Alaska Business License upon notification of selection – when the State of Alaska issues Notice of Intent to Award a Contract on February 11? **Yes.**
5. Can you also confirm in Section 4.04 the reference to meeting the Minimum Requirements should refer to paragraph 1.02 not 1.04? **Yes. The Section 4.04 reference should have been to paragraph 1.02 and not 1.04**

Department of Law
Administrative Services Division
PO Box 110300
Juneau, AK 99811-0300



Patricia Hull
Procurement Officer
PHONE: 907-465-4337