

**STATE OF ALASKA RFP # 2020-0300-4470**

**Amendment 3 RFP**

Release Date 01/22/2020

On January 22, a prospective applicant posed a question concerning RFP 2020-0300-4470.

Is it acceptable to limit the indemnification to intentional misconduct, as amended in the language below (Appendix B: Indemnity and Insurance, Article 1: Indemnification)?

**Article 1. Indemnification**

The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any intentional misconduct of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work. **No.**

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



Patricia Hull  
Procurement Officer  
PHONE: 907-465-4337