
Attachment B - Appendix B¹
Indemnity and Insurance

NOTE: As experts in the provision of Passenger, Vehicle, and Passenger/Vehicle Transportation Services, Bidders are aware of their individual insurance costs. These insurance costs must be included in the hourly rates offered on **Attachment A – Bid Schedule**. While insurance requirements seen in Appendix B are required for each contractor, the actual coverage minimums for Section 2.3 and 2.4 will be determined by the Department of Administration, Division of Risk Management prior to award and will be based on vessel capacity and other factors as determined by the Division of Risk Management.

Article 1. Indemnification

The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act 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. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. “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.

Article 2. Insurance

Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contracting Officer prior to beginning work and must provide for a notice of cancellation, nonrenewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

2.1 Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

2.2 Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$1,000,000, combined single limit per occurrence.

2.3 Marine Liability: covering all vessels used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$25,000,000, combined single limit per occurrence. **Note: The required coverage value shall be determined by Risk Management Prior to Award.**

2.4 Marine Property & Indemnity coverage with Pollution Endorsement: covering all vessels used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$25,000,000, combined single limit per occurrence. Must comply with Jones Act for Crew Coverage. **Note: The required coverage value shall be determined by Risk Management Prior to Award.**

2.5 Marine Hull & Machinery: covering all vessels used by the Contractor in the performance of services under this agreement.