

STATE OF ALASKA

Department of Military and Veterans Affairs
Division of Administrative Services



TITLE OF RFP

RFP 230000021

Amendment 2

March 14, 2023

This amendment is being issued to clarify insurance requirements and provide budget information.

Important Note to Offerors: You must sign and return this page of the amendment document with your proposal. Failure to do so may result in the rejection of your proposal. Only the RFP terms and conditions referenced in this amendment are being changed. All other terms and conditions of the RFP remain the same.

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COMPANY SUBMITTING PROPOSAL

AUTHORIZED SIGNATURE

DATE

Changes to the RFP:

Change 1: Add to Section 1.02, Budget. The Department of Military and Veterans Affairs, Division of Homeland Security and Emergency Management estimates a budget not to exceed \$10,000,000.00 for the completion of all services under a Master Agreement Contract (MA) resulting from this RFP for all terms. Actual costs will vary depending on the number of services required by disaster(s) occurring within the period of performance. The State does not guarantee a minimum or maximum number of services to be performed or a dollar amount to be spent under any MA resulting from this RFP.

Change 2: Add to Section 3.18, Insurance Requirements. Since the contracted (Delivery Order) amount(s) are unknown, the standard schedule from Appendix B2, section 2.04 Professional Liability (see attached) will apply with the option for the State to discuss with Risk Management prior to contracting for any amounts over \$1,000,000.00.

Change 3: New Deadline for Receipt of Proposals. The deadline for receipt of proposals has been extended to 2:00 p.m. on March 22, 2023. Late proposals will not be accepted.

APPENDIX B²
INDEMNITY AND INSURANCE

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, non-renewal, 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 \$300,000 combined single limit per claim.

2.3 Commercial Automobile Liability Insurance: covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

2.4 Professional Liability Insurance: covering all errors, omissions or negligent acts in the performance of professional services under this agreement. Limits required per the following schedule:

Contract Amount	Minimum Required Limits
Under \$100,000	\$300,000 per Claim / Annual Aggregate
\$100,000-\$499,999	\$500,000 per Claim / Annual Aggregate
\$500,000-\$999,999	\$1,000,000 per Claim / Annual Aggregate
\$1,000,000 or over	Refer to Risk Manage