



Department of Administration
State Office Building Suite 801
PO Box 110210
Juneau, AK 99811-0210

THIS IS NOT AN ORDER

DATE AMENDMENT ISSUED: 11-8-23

ITB TITLE:

**Helicopter Charter Services
240000074**

AMENDMENT 2

NOTE: it is the proposer's responsibility to review and accept all amendments to this solicitation.

This amendment serves to answer questions from the vendor community.

Question 1: These insurance limits are far greater than the state requires for 135 commercial operators and marginally greater than any operators have been able to secure in the state over the last 5-6 years.

Answer: The State has verified with the Division of Risk Management that the insurance requirements listed in the ITB in **Section 2.20** and below, are valid and are required to be met by all vendors participating in this contract.

SEC. 2.20 INSURANCE

Without limiting the contractor's indemnification, it is agreed that the 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 procurement officer prior to contract approval 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.

Proof of insurance is required for the following:

- Helicopter Liability Insurance: covering all aircraft used under this contract, with coverage limits not less than \$5,000,000 combined single limit for bodily injury, passenger liability, and property damage liability, and with limits not less than \$500,000 per passenger seat.
- 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 occurrence.
- 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.

- 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 occurrence.

NOTE: Copies of Certificates of Insurance should be supplied with the bid and must be obtained by the Contracting Officer prior to the award of a contract. Failure to supply satisfactory proof of insurance within the time required will cause the state to declare the bidder non-responsible and to reject the bid.

INSURANCE UPDATES: It is the responsibility of the bidder to maintain updated insurance documents with the Office of Procurement & Property Management contract administrator. During the contract, failure to provide evidence of updated, proof of all insurance within 30 days of an insurance expiration or insurance update is a material breach of contract and may be grounds for suspension or termination of the contract.

Bidders should list the State of Alaska as a Certificate Holder:

State of Alaska
Office of Procurement & Property Management
Statewide Contracting
PO Box 110210
Juneau, Alaska 99811