

ADDENDUM #1 - TO RFP 08-002

INFORMATION TECHNOLOGY SUPPORT SERVICES

Please note the following date and time changes :

Section 1 – General Terms and Conditions

Understanding and Variations

(b) RFP Submission

Submission time and date have been changed to “4 pm on June 23, 2008”.

Section 7 – Selection Process

(b) The Selected Companies will be Invited to an Interview with the Selection Committee

Date has been changed to July 2, 2008.

Section 8 – Final Selection

Date has been changed to July 15, 2008.

Bidders will conform to the City of Palmer Standard Construction Specs, Division 10:

See Attached: Exhibit A – Article 6.9 – Insurance

Exhibit B – Article 6.10 – Indemnification

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BIDDERS ARE TO ACKNOWLEDGE THIS AMENDMENT ON THE BID FORM

Article 6.9 Insurance

Before signing the Contract or commencing the Work or allowing any Subcontractor to commence Work, the Contractor shall obtain all insurance required under this Article from insurance companies that are admitted carriers by the State of Alaska for the types of insurance provided to the City. The Contractor shall maintain this insurance until the Final Acceptance Date. The Contractor shall file with the Purchasing Officer as verification of insurance a certificate of insurance on the forms furnished, showing the type and amounts of insurance, the policy number, expiration date and signed by an authorized representative of the insurance company. Each certificate of insurance will state that the policy or policies have been endorsed whereby the insurance company will provide not less than thirty (30) days written notice to the Engineer and the Owner of any material change, cancellation, or non-renewal of the insurance policies. All insurance policies required under this Article shall name the Owner as an additional insured for the purposes of the Project and shall contain a waiver of subrogation against the Owner.

The Contractor shall require all subcontractors to provide the insurance coverage and limits set forth herein for all employees and vehicles on the project from admitted carriers. The Contractor shall be responsible for any liability directly or indirectly arising out of the work performed under this Contract by a subcontractor, which liability is not covered by the subcontractor's insurance. Where work under this Contract includes any water or navigational exposure, coverage shall be included to cover the Federal Longshoremen's and Harborworker's Act and the Federal Jones Act.

The Contractor shall provide the following types of insurance:

<u>Workers' Compensation</u>	<u>Minimum Limits</u>
\$500,000 Employers Liability and Workers' Compensation as required by Alaska State Workers' Compensation Statutes.	Statutory

<u>Comprehensive General Liability</u>	<u>Minimum Limits</u>
Bodily Injury and Property Damage Liability	\$1,000,000
Premises Operations including explosion, collapse and underground;	Combined Limit
Products and Complete Operations;	Each Occurrence
Broad Form Property Damage;	and \$2,000,000
Blanket Contractual;	Aggregate
Personal Injury	
Owner's/Contractor's Protection	

<u>Comprehensive Automobile Liability</u>	<u>Minimum Limits</u>
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Bodily Injury and Property Damage, including all owned, hired and non-owned automobiles	\$1,000,000 Combined Limit per Accident
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When specified in the Special Provisions the Contractor shall provide the following additional coverages:

	<u>Minimum Limits</u>
Federal Longshoremen and Harbor Workers Compensation Act and the Federal Maritime Liability Law (Jones Act)	Statutory \$1,000,000
Builder's Risk	Total Contract Amount

NOTICE TO "OUT OF STATE" CONTRACTORS

A certificate of insurance for Alaska Worker's Compensation, or an "other states" endorsement on your home state Worker's Compensation policy, is required prior to execution of a Contract or commencement of any contract performance, if any in-state visits or Work is required or anticipated.

Article 6.10 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Owner and the Engineer and the agents and employees of each from and against all claims, damages, losses and expenses including attorneys' fees and appellate attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death or personal injury, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the Owner or the Engineer or their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation acts, disability benefit acts, or other employee benefit acts.