

Question Report

Report Gen

5/6/2024 12:24

Topic Webinar ID

Actual Start Time

RFP# 24-01840 0440 9960

5/6/2024 9:53

Question Details

Question

Asker Name

Indemnification – This clause as written is extremely problematic for consultants since the Consultant’s obligation to indemnify is not tied in any way to fault, which could lead to potential claims for which there would be no available insurance coverage.

Professional liability policies will only respond to claims to the extent caused by the insured’s negligence. Is the Commission therefore amenable to revising this clause to read as follows: “The Contractor shall indemnify and hold harmless the Auditor of Public Accounts and the Commonwealth of Virginia, and, when applicable, its employees and designated representatives from all claims, suits, actions, liabilities and costs of any kind, caused by the performance by the Contractor of its work pursuant to this Agreement but only to the extent caused by Contractor’s negligence.”

Alexandra Castrechini

Pg. 16, Clause O – Accounting insurance is not applicable to the services being provided under this RFP. As design consultant providing professional services, we carry Professional Liability insurance coverage.

Can you please confirm Accounting insurance is NOT a required coverage for this

2 project?

Alexandra Castrechini

Actual Duration (minutes)

Question
35 2

Asker Email

Answer Question Title Answered Answer Not Answer Email

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