



INFORMAL REQUEST FOR PROPOSALS

IRFP #2519H008

Lean Six Sigma Online Training Program

Issued By

STATE OF ALASKA
Department of Transportation and Public Facilities
Statewide Contracting & Procurement
P.O. Box 112500
Juneau, Alaska 99811-2500

Issue Date:

July 11, 2018

Proposal Due Date:

July 31, 2018 2:00 PM Alaska Time

Procurement Officer:

Paul Nakachi
Department of Transportation and Public Facilities
Statewide Procurement Office
Email: paul.nakachi@alaska.gov
Phone: (907) 465-8446

INTRODUCTION:

The Alaska Department of Transportation and Public Facilities (DOT&PF) is soliciting informal proposals from qualified offerors to provide Lean Six Sigma Green Belt Training and certification through a web-based portal.

MINIMUM QUALIFICATIONS:

Offerors must be accredited by the International Association for Six Sigma Certification (IASSC) to instruct a Lean Six Sigma training program and to issue Green Belt certificates or other proof of completion to successful candidates.

Proposals received that do not meet this minimum qualification will be rejected as non-responsive.

ISSUING OFFICE ADDRESS:

The issuing office address for this Informal Request for Proposals (IRFP) is:

Alaska Department of Transportation & Public Facilities
Statewide Contracting & Procurement

Mailing Address:
P.O. Box 112500
Juneau, AK 99811-2500

Physical Address:
3132 Channel Drive, Suite 350
Juneau, Alaska 99801

SUBMISSION OF PROPOSALS AND DEADLINE FOR RECEIPT OF PROPOSALS:

Offerors must submit one (1) copy of their proposal to the Issuing Office listed above in writing.

Proposals must be received no later than July 31, 2018, 2:00 PM Alaska prevailing time.

CONTACT PERSON:

Any technical or procedural questions regarding this IRFP must be addressed to the Procurement Officer, Paul Nakachi by phone: (907) 465-8446 or via email: paul.nakachi@alaska.gov.

PRE-PROPOSAL CONFERENCE:

There will be a pre-proposal conference on July 18, 2018, beginning at 10:30 AM Alaska Time in the Procurement Conference Room, located on the third floor in the Department of Transportation and Public Facilities at 3132 Channel Dr., Juneau, Alaska. Parking spaces are available on site. Participants should read the IRFP and come to the meeting prepared to discuss any concerns. This will be a teleconference and potential bidders are invited to attend in person, or dial into the conference by calling 1 (872) 240-3212 Access Code: 775-739-477. Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-proposal conference so that reasonable accommodation can be made.

STANDARD PROPOSAL INFORMATION

REQUIRED REVIEW:

Offerors shall carefully review this solicitation without delay, for defects and questionable or objectionable matter. Questions, objections, or comments must be brought to the attention of Paul Nakachi at (907) 465-8446. A protest filed based upon any omission, error, or the context of the solicitation will be disallowed if not brought to the attention of the contact person prior to the scheduled IRFP closing date. Verbal contact must be followed up with written notification.

AUTHORIZED SIGNATURE:

An individual authorized to bind the offer to its provisions must sign the proposal. The proposal must remain valid for at least ninety (90) days from the proposal receipt deadline.

AGGRIEVED RESPONDENTS:

A respondent may protest the award of a contract let in accordance with this IRFP.

Appeals and protests shall be treated in accordance with AS 36.30, Article 8.

The protest shall be filed with the Procurement Officer, and the Commissioner of Transportation and Public Facilities, in writing, and shall include the following information:

- (1) Name, address, and telephone number of protester;
- (2) Signature of protester or the protester's representative;
- (3) Identification of contracting agency and the solicitation or IRFP at issue;
- (4) Detailed statement of the legal and factual grounds of the protest including copies of all relevant documents; and
- (5) Form of relief requested.

A protest based on alleged improprieties in the award of a contract or a proposed award of a contract must be filed within ten (10) calendar days of award notification.

ADA CERTIFICATION:

The State of Alaska complies with Title II of the Americans with Disabilities Act (ADA) of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to submit a proposal should call 907-269-0473 to make necessary arrangements.

By signature of their proposal the offeror certifies compliance with the Americans with Disabilities Act of 1990 and that programs, services and activities provided to the general public on behalf of the State under a contract resulting from this solicitation comply with the Americans with Disabilities Act of 1990, CFR, Part 35, Subpart B 35.130 of the federal government.

STANDARD CONTRACT INFORMATION

CONTRACT APPROVAL:

This IRFP does not obligate the State until a contract is signed and approved by both parties. If approved, it is effective from the date of approval by the Department. The State shall not be responsible for work done, even in good faith, prior to Department approval of the contract. The contractor will be required to sign and submit the Standard Agreement Form attached for your information and review.

PAYMENT OF INVOICES:

Invoices are to be mailed directly to the Project Manager at the address on the Standard Agreement Form (contract document). The State will pay all invoices within thirty (30) days of final approval by the Project Manager.

BUDGET:

The Department of Transportation and Public Facilities estimates a budget not to exceed \$25,000 for the completion of this project. Cost proposals in excess of \$25,000 will be considered non-responsive and rejected.

FUNDING:

State funds for this project are identified and have been appropriated.

TERM OF CONTRACT:

The term of the contract will be from date of award through August 31, 2019.

LOCATION OF WORK:

The contractor must provide their own workspace. No travel by the Contractor is required. The delivery of this training will be exclusively web-based.

NONDISCLOSURE AND CONFIDENTIALITY

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act

and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines (i) provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or (ii) acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the state with written notice of the requested disclosure (to the extent such notice to the state is permitted by applicable law) and giving the state opportunity to review the request. If the contractor receives no objection from the state, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the state within a reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

APPLICATION OF PREFERENCES:

Certain preferences apply to all contracts regardless of their dollar value. The Alaskan Bidder and Offeror preferences are the two most common preferences involved in the IRFP process.

5 PERCENT ALASKAN BIDDER PREFERENCE (2 AAC 12.260 & AS 36.30.170)

An Alaskan Bidder Preference of five percent will be applied prior to evaluation. The preference will be given to an offeror who:

- (a) holds a current Alaska business license;
- (b) submits a proposal for goods or services under the name on the Alaska business license;
- (c) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;
- (d) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.05 or AS 32.11 and all partners are residents of the state; and
- (e) if a joint venture, is composed entirely of entities that qualify under (a)-(d) of this subsection.

ALASKAN BIDDER PREFERENCE AFFIDAVIT

In order to receive the Alaskan Bidder Preference, proposals must include a statement certifying that the offeror is eligible to receive the Alaskan Bidder Preference

ALASKAN OFFEROR'S PREFERENCE (AS 36.30.250 & 2 AAC 12.260)

2 AAC 12.260(e) provides Alaskan offerors a 10 percent overall evaluation point preference. Alaskan Bidders, as defined in AS 36.30.170(b), are eligible for the preference. This preference will be added to the overall evaluation score of each Alaskan offeror. Each Alaskan offeror will receive 10 percent of the total available points added to their evaluation score as a preference.

BACKGROUND

The State of Alaska, Department of Transportation and Public Facilities (DOT&PF), Division of Facilities Services (DFS) is currently tasked with building a culture of continuous improvement in support of DOT&PF's vision statement to "*be known for continuous learning, improvement and innovation*". The Department has determined one such way to implement this vision is to use Lean Six Sigma strategies and methodologies to drive process improvement. DFS will build off of an existing Yellow Belt program with the idea of building a community of Green Belts, eventually incorporating as many Black Belts as practicable. DFS has further concluded that the IASSC body of knowledge is more appropriate to its mission and the best way to deliver training to the Department's 3,100 employees, spread out over Alaska's vast geologic region, is web-based training.

SCOPE OF WORK

1. The Contractor will provide web-based, Lean Six Sigma Green Belt training. The training, at a minimum, shall address the following:
 - A. Lean History and Tools
 - B. Six Sigma History and Tools
 - C. Kaizen Events
 - D. Practical examples of Lean Six Sigma used in a professional setting
2. The training shall cover the Lean Six Sigma Green Belt body of knowledge and will provide adequate breadth and depth to aid in the study of the IASSC Certified Lean Six Sigma Green Belt Exam.
3. The training shall be diverse and must incorporate the following learning styles:
 - A. Audible learning (verbally walking through the training)
 - B. Visual learning (graphical representation of data, visual aids, etc.)
 - C. Interactive learning (videos, clickable items, call to actions, etc.)
4. The training program must challenge learners and provide:
 - A. Knowledge checkpoints throughout the program
 - B. A final application of their knowledge through either a comprehensive final exam or submission of a Green Belt project for review
 - C. A certificate or other acknowledgement of successful completion of the training course
5. The Contractor shall provide the State a method, such as administrative log-in privileges, to allow for the following:
 - A. The ability to issue training licenses to Department employees
 - B. Who training licenses were issued to
 - C. Tracking of remaining available licenses
6. The Contractor must be able to provide ad hoc reports in Word, Excel and PDF that track rough progress of individual employees (# of modules completed, % complete, etc.). Reports should further contain any trends or insights into difficult or problem areas and recommend any actions which may facilitate improvement of Departmental training methodologies.
7. Training licenses issued must give learners adequate time to complete the training. The Contractor must specify the typical time it takes to finish the training and provide a method for individuals exceeding this time to reasonably conclude the training.
8. Offerors will provide training licenses that do not expire in regards to when they can be activated.

DELIVERABLES

1. 50 web-based training licenses
2. Method of assigning licenses and proof of completion of training
3. Reports to DOTP&F Project Manager Megan Sawtelle

EVALUATION CRITERIA

The total number of points used to score proposals is 100. All proposals will be reviewed to determine if they are responsive. They will then be evaluated using the criteria set out below.

An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the offeror.

EACH PROPOSAL WILL BE EVALUATED BASED ON THE FOLLOWING CRITERIA:

METHODOLOGY - 15 POINTS

Methodology will be a fifteen percent (15%) evaluation factor. The offeror shall provide a project outline of how they will meet the objectives of this project. The methodology should discuss how training licenses are to be issued and tracked, key points of contact and personnel responsible for providing reports. The methodology should also address proof of completion for successful candidates.

TRAINING CONTENT – 30 POINTS

Training content will be a thirty percent (30%) evaluation factor. Offerors must describe the training content covered as well as providing contents of each training module or section. Offerors must also describe how differing learning styles are accommodated and how training is completed. Samples of work will be evaluated in addition to the written proposal. Offerors will provide either a single personal storage device (PSD) containing samples of work or a temporary login and pass word to be used by the State for this evaluation criteria.

EXPERIENCE AND QUALIFICATIONS – 5 POINTS

Experience and qualifications will be a five percent (5%) evaluation factor. Offerors must describe their experience performing tasks similar to those described in the scope of work. Offerors must also clearly demonstrate how they meet the minimum qualifications to perform the work described and must submit necessary proof or documentation.

COST – 40 POINTS

Cost will be a forty percent (40%) evaluation factor. Cost proposals must identify a firm, fixed price that includes the cost for all services, travel, expenses, administrative costs, etc. to be provided by the contractor to complete all work under the resultant contract. The lowest priced proposal (within budget constraints) will receive the maximum number of points allocated to cost. Other proposals for cost point allocation will be determined by the following formula:

$$\frac{(\text{Price of Lowest Cost Proposal}) \times (\text{Maximum Points for Cost})}{\text{Price of Proposal under Consideration}} = \text{Price Points for Proposal}$$

In order to evaluate all offers equally, cost proposals must be submitted on the Cost Proposal Worksheet attached to this document.

ALASKAN OFFEROR – 10 POINTS

Offerors qualifying for the Alaskan Bidders Preference will receive an Alaskan Offeror's Preference of ten percent (10%).

PROPOSAL FORMAT AND CONTENT

The Department wishes to discourage unnecessarily lengthy and costly proposal preparation; however, all proposals must contain the following information in the following format. Proposals should be limited to the requested information and shall consist of three parts – Cover Letter; Technical Proposal that includes the proposers Methodology, Experience and Qualifications, Training Content; and Cost Proposal Worksheet.

Proposals must be mailed to the Procurement Officer at the address listed on page 1 of this IRFP.

All pages must be consecutively numbered. A single PSD may accompany the proposal for the purpose of work samples and will not be returned.

Include a cover letter containing the complete name, mailing address of the firm, and telephone number of the contact person for the proposal, a statement confirming the offeror's intent to possess a valid Alaska Business License at the time of contract award, a statement confirming that the proposal is valid for ninety (90) days from the closing date for receipt of proposals and a statement relating to any perceived or potential conflict of interest. Failure to submit the requested information may result in the rejection of the proposal.

ATTACHMENTS

1. Standard Agreement (Example)
2. Appendix A –General Provisions
3. Appendix B –Indemnity and Insurance
4. Cost Proposal Worksheet

SAMPLE STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

The parties' contract comprises this Standard Agreement Form, as well as its referenced Articles and their associated Appendices

1. Agency Contract Number	2. DGS Solicitation Number	3. Financial Coding	4. Agency Assigned Encumbrance Number
5. Vendor Number	6. Project/Case Number	7. Alaska Business License Number	
This contract is between the State of Alaska,			
8. Department of	Division		hereafter the State, and
9. Contractor <div style="text-align: right;">hereafter the Contractor</div>			
Mailing Address	Street or P.O. Box	City	State ZIP+4
<div>10.</div> <div>ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</div> <div>ARTICLE 2. Performance of Service:<div>2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.</div><div>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</div><div>2.3 Appendix C sets forth the services to be performed by the contractor.</div></div> <div>ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends _____.</div> <div>ARTICLE 4. Considerations:<div>4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$_____ in accordance with the provisions of Appendix D.</div><div>4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:</div></div>			
11. Department of		Attention: Division of	
Mailing Address		Attention:	
12. CONTRACTOR		<div>14. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.</div>	
Name of Firm			
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative			
Title			
13. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee	
Department/Division		Date	Date
Signature of Project Director		Typed or Printed Name	
Typed or Printed Name of Project Director		Title	
Title			

NOTICE: This contract has no effect until signed by the head of contracting agency or designee.

APPENDIX A

GENERAL PROVISIONS

1. Definitions.

- 1.1. In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2. "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

2. Inspections and Reports.

- 2.1. The department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.
- 2.2. The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

3. Disputes.

- 3.1. If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

4. Equal Employment Opportunity.

- 4.1. The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2. The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3. The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4. The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5. The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6. Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska;

permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.

4.7. Failure to perform under this article constitutes a material breach of contract.

5. Termination.

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by the contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

6. No Assignment or Delegation.

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Director and the Agency Head.

7. No Additional Work or Material.

No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Director and approved by the Agency Head.

8. Independent Contractor.

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

9. Payment of Taxes.

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

10. Ownership of Documents.

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Nevertheless, if the contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the contractor agrees that this paragraph supersedes any such statement and renders it void. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

11. Governing Law; Forum Selection

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

12. Conflicting Provisions.

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

13. Officials Not to Benefit.

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

14. Covenant Against Contingent Fees.

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

15. Compliance.

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

16. Force Majeure:

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

APPENDIX B 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 Management

COST PROPOSAL WORKSHEET

Complete the following worksheet and submit this page with your proposal.

Note: The purpose of the cost formula is to provide a mechanism for offerors to submit costs in a manner that DOT&PF can evaluate and score and then use to establish billing rates for the resultant contract.

Vendor Name: _____

Vendor Contact: _____

Phone Number: _____

Email Address: _____

Physical Address: _____

IRFP #2518H052 COST PROPOSAL			
DESCRIPTION OF SERVICES	QTY x	COST PER LICENSE	= TOTAL COST
Lean Six Sigma Green Belt web-based training licenses	50		\$