

STATE OF ALASKA REQUEST FOR PROPOSALS



ASMI CONSUMER AND TRADE PR AGENCY

RFP 2023-0803

ISSUED MARCH 18, 2022

CONSUMER AND TRADE PUBLIC RELATIONS AGENCY

ISSUED BY:

DEPARTMENT OF COMMERCE COMMUNITY &
ECONOMIC DEVELOPMENT
ALASKA SEAFOOD MARKETING INSTITUTE

PRIMARY CONTACT:

BECKY MONAGLE
PROCUREMENT OFFICER
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(907) 465-5570

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

IMPORTANT NOTICE: YOU MUST REGISTER WITH THE PROCUREMENT OFFICER LISTED IN THIS DOCUMENT TO RECEIVE NOTIFICATION OF SUBSEQUENT AMENDMENTS. FAILURE TO CONTACT THE PROCUREMENT OFFICER MAY RESULT IN THE REJECTION OF YOUR OFFER.

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The **ALASKA SEAFOOD MARKETING INSTITUTE (ASMI)** is soliciting proposals for a domestic consumer/trade communications and marketing agency with 10 years' minimum experience in food and food branding public relations and social/digital marketing that will be responsible for communicating with trade and consumer media, facilitating opportunities to communicate directly with consumers and promoting Alaska as the premier source of wild, natural, and sustainable seafood to targeted audiences.

The Alaska Seafood Marketing Institute (ASMI) consumer PR and domestic marketing programs are responsible for planning and implementing all external public relations and marketing activities and programs for the organization. ASMI is seeking a full-service agency or agencies to counsel and assist in the research, development, implementation and monitoring of its public relations activities. Plans and associated work performance must include an in-depth knowledge and experience in food and food branding as well as

encompass a broad spectrum of forums and tools, including traditional digital, print and broadcast media, social media, influencer and omnichannel marketing, event planning, crisis communications as well as research, analytics and reporting results.

SEC. 1.02 BUDGET

The **ALASKA SEAFOOD MARKETING INSTITUTE (ASMI)** estimates a budget of \$1,275,000 for consumer public relations and marketing (items 1-5), and \$75,000 for domestic trade media relations activities (items 6-7) for FY2023.

Consumer Public Relations and Marketing

1. Consumer Media Relations
2. Consumer Social Media Management
3. Event Planning/Press Events
 - a. Create virtual/in-person opportunities to showcase Alaska Seafood
 - b. FAM Trip planning
4. Measurement
5. Key issue tracking and crisis support

Domestic Trade

6. Industry/Trade Media Relations for targeted audiences
 - a. Foodservice/Chefs
 - b. Retail
 - c. Seafood trade
7. Event Planning/Support

Payment for the contract is subject to funds already appropriated and identified.

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **2 PM** prevailing Alaska Time on **APRIL 19, 2022**. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.04 PRIOR EXPERIENCE

In order for offers to be considered responsive offerors must meet these minimum prior experience requirements:

- Demonstrate a minimum of ten (10) years' experience in food and food branding public relations and digital marketing in the U.S. market.
- Demonstrate the firm has performed or substantially assisted in at least three trade public relations campaigns in the food space, within the last five years, similar in nature to the proposed "Scope of Work."
- Provide a minimum of two (2) omnichannel campaign examples crossing over both consumer and trade audiences.

An offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and rejected.

SEC. 1.05 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material should be made in writing and received by the procurement officer at least ten days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective proposal and exposure of offeror's proposals upon which award could not be made.

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

All questions must be in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make that decision.

PROCUREMENT OFFICER: **BECKY MONAGLE**– PHONE **907-465-5570** - TDD **711**

SEC. 1.07 RETURN INSTRUCTIONS

Proposals may be emailed to bmonagle@alaskaseafood.org. The email must contain the RFP number in the subject line.

The **maximum** size of a single email (including all text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above.

Please note that email transmission is not instantaneous. Similar to sending a hard copy proposal, if you are emailing your proposal, the state recommends sending it enough ahead of time to ensure the email is delivered by the deadline for receipt of proposals.

It is the offeror's responsibility to contact the issuing agency by email at bmonagle@alaskaseafood.org or by phone at 907.465.5570 to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.08 PROPOSAL CONTENTS

The following information must be included in all proposals.

(a) AUTHORIZED SIGNATURE

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the RFP. Proposals must remain open and valid for at least 90-days from the date set as the deadline for receipt of proposals.

(b) OFFEROR'S CERTIFICATION

By signature on the proposal, offerors certify that they comply with the following:

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;

- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- E. all terms and conditions set out in this RFP;
- F. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- G. that the offers will remain open and valid for at least 90 days.

If any offeror fails to comply with [a] through [g] of this paragraph, the state reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

(c) VENDOR TAX ID

A valid Vendor Tax ID must be submitted to the issuing office with the proposal or within five days of the state's request.

(d) CONFLICT OF INTEREST

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The procurement officer reserves the right to **consider a proposal non-responsive and reject it** or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the contract to be performed by the offeror.

SEC. 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY

Offerors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the procurement officer no later than ten days prior to the deadline for receipt of proposals.

SEC. 1.10 AMENDMENTS TO PROPOSALS

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the state's request in accordance with 2 AAC 12.290.

SEC. 1.11 AMENDMENTS TO THE RFP

If an amendment is issued, it will be provided to all who were notified of the RFP and to those who have registered with the procurement officer after receiving the RFP.

SEC. 1.12 RFP SCHEDULE

The RFP schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule may be shifted accordingly. All times are Alaska Time.

- Issue RFP **MARCH 18, 2022,**
- Deadline for Receipt of Proposals **2 PM, APRIL 19, 2022,**

- Proposal Evaluation Committee completes Phase I evaluation by **APRIL 25, 2022**
- Optional Phase II Interview and Evaluations: **MAY 3-6, 2022**
- State of Alaska issues Notice of Intent to Award a Contract **MAY 10, 2022,**
- State of Alaska issues contract **MAY 23, 2022,**
- Contract start **JULY 1, 2022.**

This RFP does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Alaska Seafood Marketing Institute's Executive Director. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

SEC. 1.13 ALTERNATE PROPOSALS

Offerors may only submit one proposal for evaluation.

In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different than what is asked for) will be rejected.

SEC. 1.14 NEWS RELEASES

News releases related to this RFP will not be made without prior approval of the project director.

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

1. **ASMI's Mission:** The primary objective of the Alaska Seafood Marketing Institute is to create a dynamic, market-driven environment that will expand the global consumption of Alaska seafood. It accomplishes this by fostering growth opportunities with the food industry. ASMI's programs emphasize collaborative marketing and quality assurance efforts, and build the identity of Alaska Seafood as a brand.
2. **ASMI's Authority:** ASMI was established by the Alaska State Legislature in 1981 as a public corporation within the Department of Commerce, Community and Economic Development (DCCED) State of Alaska. As a cooperative effort between the State of Alaska and private industry, the Institute has four legislative mandates: 1) to promote all species of Alaska seafood worldwide; 2) to maintain and promote quality awareness from point of harvest to final distribution; 3) to disseminate information on prices paid and market conditions for raw salmon and salmon products; and, 4) investigate new product forms and future markets for Alaska salmon.

ASMI is governed by a seven-member Board of Directors appointed by the governor of Alaska. The board consists of five processors and two harvesters. Five standing committees provide ASMI's board and staff with input and promotional direction. Staff is located in Juneau, Alaska, which is the corporate headquarters.

3. **Current Program:** The Alaska Seafood Marketing Institute is a marketing organization with the mission of increasing the economic value of the Alaska seafood resource through:
 - Increasing positive awareness of the Alaska Seafood brand;
 - Collaborative marketing programs that align ASMI and industry marketing efforts for maximum impact within the food industry;
 - Championing the sustainability of Alaska's seafood harvests resulting from existing Alaska fisheries management imperatives;
 - Proactive marketing planning to address short and long-term goals while remaining flexible and responsive to a changing environment and economy;
 - Quality assurance, technical industry analysis, education, advocacy and research; and
 - Prudent, efficient fiscal management.

ASMI stakeholders include:

- State of Alaska
- Alaska Seafood Industry Members (harvesters, processors, marketers, sellers)

ASMI audiences include:

- U.S. consumers
- U.S. foodservice, retailers and distributors
- International consumers
- International seafood trade members (importers, exporters, distributors, retailers, foodservice)

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The Alaska Seafood Marketing Institute (ASMI) is soliciting proposals for a domestic consumer/trade communications and marketing agency with 10 years' minimum experience in food and food branding public relations and social/digital marketing that will be responsible for communicating with trade and consumer media, facilitating opportunities to communicate directly with consumers and promoting Alaska as the premier source of wild, natural, and sustainable seafood to targeted audiences.

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BACKGROUND:

The global pandemic has changed consumer preferences and buying habits in all sectors, especially in the protein space. Consumers have an increasing options in the types of protein available for purchase, as well as the locations and channels available to purchase those options. They also have an increasing interest in learning about where their protein comes from and the manner in which it was produced and delivered to market. These changes provide great opportunity for Alaska Seafood in addition to increased competition in the marketplace. ASMI is looking to identify and reach target consumers and trade with key relevant messaging in the optimum channels to increase awareness and consumption of Alaska seafood products of all types in the domestic U.S. market.

ASMI CURRENTLY UTILIZES THE FOLLOWING COMMUNICATIONS ACTIVITIES:

CONSUMER/TRADE COMMUNICATIONS

- **Proactive media relations campaigns** enhancing Alaska's overall image and promoting Alaska as a source of the most sustainable, nutritious and quality seafood in the world to trade and consumers
- **On-going media relations** with media, editors, writers and industry representatives
 - May include press events or coordination of familiarization tours
- **Distribution of media releases**, supplying editorial copy and providing messaging support to all ASMI programs
- **Monitoring and reporting** on issues related to Alaska seafood
- As needed **Crisis Communications** preparedness and support
- **Special projects** and other public relations opportunities

SOCIAL MEDIA:

ASMI currently maintains five consumer-facing social media channels:

- Instagram (@alaskaseafood)
- Facebook (@alaskaseafood)
- Pinterest (@alaskaseafood)
- Twitter (@alaska_seafood)
- YouTube (@AlaskaSeafood)
- Other Notes:
 - ASMI does not currently have an active branded account on TikTok
 - ASMI also has B2B profiles on LinkedIn (@alaska-seafood-marketing-institute) and Facebook (@ASMINewsandUpdates). These accounts are not included in the scope of work for this contract
 - ASMI's global marketing representatives maintain regional branded social media profiles. These accounts are not included in the scope of work for this contract.

DIGITAL MEDIA

ASMI manages a domestic website at alaskaseafood.org targeting the following audiences:

- Current and future consumers of Alaska seafood, primarily in the U.S. market
- Alaska seafood retailers, from online purveyors to national chains
- Foodservice and distribution customers, from online purveyors to national chains
- Alaska seafood industry members including harvesters, processors, and retailers in scale from direct marketers to large corporations
- International partners and importers with interest in sourcing or marketing Alaska seafood
- Domestic partners with interest in sourcing or marketing Alaska seafood
- Alaska and US policymakers and media
- ASMI staff, contractors and committee members

ASMI's global marketing representatives maintain regional branded websites in their international markets.

Website management is not included in the scope of work for this contract.

VISUAL MEDIA

ASMI maintains an ever-growing library of photo and video content for agency and industry use in all markets.

Photo/Video asset development is not included in the scope of work for this contract. The selected offeror would utilize existing ASMI assets.

ADVERTISING

ASMI does not currently have a budget line item for traditional consumer or trade advertising, however, the organization utilizes paid social and media spending to increase the reach of ASMI messaging. ASMI is interested in other potential digital advertising activities with strong ROI if part of a comprehensive public relations strategy.

GOALS AND OBJECTIVES

CONTRACT GOALS

The goal of this contract is to increase the positive awareness of the Alaska Seafood brand among domestic consumers and foodservice/retail/seafood industry trade members with the message that *"Alaska seafood is wild, healthy, delicious and sustainable."* Raising consumer awareness about Alaska as a source of premium wild seafood creates demand at foodservice and retail.

PRINCIPAL GOALS

Our principal goals for this contract include:

- To identify target audiences, including demographics and preferences
- To engage media through timely storytelling and compelling content and build lasting relationships
- To engage influencers, chefs and registered dieticians through co-op promotional opportunities aligned with the Alaska seafood brand
- To engage consumers through original content, recipes, videos, photos and stories
 - Utilizing social and digital media tools
 - Increase consumer engagement
- To educate trade partners on Alaska seafood through trade publications and events
- To create a cohesive and strategic approach that unifies and supports the consumer PR and domestic marketing (trade) program goals
- To educate the Alaska seafood industry regarding ASMI activities and resources
- To provide timely, well-organized and visually appealing communications to all key ASMI stakeholders
- To be the principal source for information regarding the Alaska seafood brand
- To be responsive to changes in the consumer and trade landscape

PROCESS

The consumer and trade PR and marketing programs are overseen by the communications and domestic marketing program directors. The awarded agency works closely with the two programs to develop a comprehensive annual U.S. communications strategy to inform campaign content, tools and media relations planning.

Final project activity after award shall be approved by ASMI marketing and communications staff. ASMI representatives shall be required to approve all proposals/work prior to starting on specific projects, and shall establish deadlines for completion of projects. Estimation of project costs shall be the contractor's responsibility as a normal cost of business.

SCOPE OF WORK

ASMI is soliciting proposals for consumer/trade communications services. ASMI estimates a budget of approximately \$1.1 million dollars annually subject to legislative authority. Areas of responsibility include:

- Development of creative and robust annual consumer and trade public relations plans that provide strategic counsel and include best tactics to generate maximum, positive media coverage of Alaska seafood and generate wide scale media and consumer interest in Alaska seafood;

The agency or agencies may be required to research and create plans and presentations such as press releases, media kits, research brochures, industry, trade communication programs, media relations, publicity and promotional support. The agency shall maintain confidentiality of the client's programs and projects.

The agency will be required to provide a team for research, strategic planning, implementation, and tracking results. The agency will monitor activities of the team monthly in conjunction with monthly billing. The agency will provide separate reports and itemized monthly bills to the administrative/fiscal, communications, and domestic marketing programs.

CONSUMER/TRADE COMMUNICATIONS:

In performing and accomplishing the general scope of services, the specific elements include, but by no means are limited to, the activities outlined below.

Proactive media relations campaign: The contractor shall seek to generate positive seafood-related editorial about Alaska seafood into the feature and news channels of local, regional and national media (websites, newspaper, magazine, broadcast, social media, blogs, newsletters, etc.) and occasionally international media in conjunction with ASMI's international programs. The specific goals, key messages and tactics will be developed in coordination with ASMI staff and in consultation with the ASMI board and committees on an ongoing basis, and have typically included the following:

- Enhancing Alaska's overall image and promoting it as the best source of sustainable, nutritious and quality seafood in the world.
- Educating media and consumers on the types of Alaska seafood and providing relevant recipes and cooking ideas.
- Conducting media events including familiarization tours and virtual/in person media gatherings.

Media relations: The contractor will develop and maintain relationships with media, editors, writers and industry representatives in relevant sectors. The contractor also shall be required to develop and implement a PR program that provides assistance to editors, writers, journalists, influencers, and producers. This may include supplying seafood product to editors and influencers, developing and coordinating familiarization tours centered around specific harvesting seasons, activities or special events; maintaining/monitoring social media networks; responding to media inquiries and providing media/press and key influencers informational trip and tour planning assistance. This assistance will require coordination and on-going communication with a number of seafood organizations, private businesses and state agencies to develop itineraries.

The awarded agency may also be required to escort press trips.

Media releases/information: The contractor will be asked to develop and distribute media releases or feature stories highlighting Alaska seafood as requested and must be able to make available news and feature stories about Alaska seafood including: supplying editorial copy, photography and product samples to editors, writers and producers publishing special Alaska seafood sections. Additionally, the contractor will be required to keep all media information and advise ASMI on maintenance of online press information, suggesting updates to website content and/or fact sheets as needed.

Social media: The contractor will be asked to develop social media campaigns and evergreen content for use across ASMI's social channels to support the established communications strategy and increase paid and organic engagement among key audiences. Contractor will utilize influencer relationships and all available social media tools and platforms to support campaign goals including driving traffic to ASMI's website.

Special projects/opportunities: The contractor will seek out special public relations and marketing opportunities. These may include but not limited to cooperative ventures with other state agencies, multi-media tie-ins, special events, public appearances, etc. At the discretion of ASMI, the contractor may also be asked to perform other projects as determined by ASMI or special opportunities as proposed by the contractor.

- The communications and domestic marketing programs may receive additional funding mid-year based on availability the discretion of the ASMI board of directors. The contractor may be asked to provide recommendations for optimum use of supplemental funds to meet strategic goals.

Crisis communication: The contractor will assist in coordinating and implementing communication during a crisis, utilizing ASMI's existing crisis communications plan. This may include working with ASMI staff in order to overcome negative seafood stories or other information detrimental to the Alaska Seafood brand.

Monitoring and reporting: The contractor will monitor the effectiveness of the public relations program, including tracking articles generated by the agency and estimating return on investment; following up with editors/writers who participated in ASMI press trips; and analyzing other public relations projects and communicating the results.

The contractor will be required participate in regularly scheduled meetings and to attend and present at ASMI board and committee meetings and governmental and legislative informational programs as requested.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately **JULY 1, 2022** through June 30, 2023 with up to seven (7) one-year renewal options.

Unless otherwise provided in this RFP, the State and the successful offeror/contractor agree: (1) that any extension of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) the procurement officer will provide notice to the contractor of the intent to cancel such month-to-month extension at least 30 days before the desired date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment.

SEC. 3.03 DELIVERABLES

Deliverables are included in Section 3.01 for Scope of Work.

SEC. 3.04 CONTRACT TYPE

This contract is a **FIRM, FIXED PRICE** contract.

SEC. 3.05 PROPOSED PAYMENT PROCEDURES

The state will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice has been approved by the project director.

SEC. 3.06 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Alaska Seafood Marketing Institute's Executive Director. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract. The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

SEC. 3.07 LOCATION OF WORK

The location(s) the work is to be performed, completed and managed at the **LOCATION** of the selected offeror's firm and/or approved subcontractor(s) firm(s), with notable exceptions such as travel to or within Alaska.

The state **WILL NOT** provide workspace for the contractor. The contractor must provide its own workspace.

By signature on their proposal, the offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.

If the offeror cannot certify that all work will be performed in the United States, the offeror must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of proposals.

The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

Failure to comply with these requirements may cause the state to reject the proposal as non-responsive, or cancel the contract.

SEC. 3.08 SUBCONTRACTORS

Subcontractors will be allowed.

SEC. 3.09 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.10 RIGHT TO INSPECT PLACE OF BUSINESS

At reasonable times, the state may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the state makes such an inspection, the contractor must provide reasonable assistance.

SEC. 3.11 CONTRACT PERSONNEL

Any change of the project team members or subcontractors named in the proposal must be approved, in advance and in writing, by the project director or procurement officer. Changes that are not approved by the state may be grounds for the state to terminate the contract.

SEC. 3.12 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project director. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director or procurement officer may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the state to terminate the contract. In this event, the state may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

SEC. 3.13 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project director will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

The contractor will not commence additional work until the procurement officer has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by ASMI's Executive Director.

SEC. 3.14 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 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 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.

SEC. 3.15 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.

SEC. 3.16 INSURANCE REQUIREMENTS

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 procurement 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.

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 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.

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.

SEC. 3.17 TERMINATION FOR DEFAULT

If the project director or procurement determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the state may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

This clause does not restrict the state's termination rights under the contract provisions of Appendix A.

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 PROPOSAL FORMAT AND CONTENT

The state discourages overly lengthy and costly proposals, however, in order for the state to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested.

SEC. 4.02 INTRODUCTION

Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the state should contact regarding the proposal.

Proposals must confirm that the offeror will comply with all provisions in this RFP; and, if applicable, provide notice that the firm qualifies as an Alaskan bidder. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

SEC. 4.03 UNDERSTANDING OF THE PROJECT

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the scope of work, including but not limited to the following:

- 4.03.1 Proactive Media and Communications Campaigns
Please provide examples of your success with food related communications campaigns and any tactics you would recommend to support the outlined scope of work.
- 4.03.2 Consumer and Trade Media Relations
Please provide examples of your success with food related media relations and explain the extent your food media contacts and relationships.
- 4.03.3 Consumer Social Media Management
Please explain your experience and provide two examples in developing and executing food focused social media campaigns. Please include your examples of in social media metrics as well and reporting as well.
- 4.03.4 Event Planning
Please explain your experience and provide two examples of your success with food event planning/press events.
- 4.03.5 Crisis Communication
Please explain your experience with issue monitoring and crisis support. Provide at least one example relevant to the food industry.
- 4.03.6 Monitoring and Reporting
Please describe how ROI is established and measured - for traditional, digital and social media. How do you track and report? Please provide a sample of a campaign analysis that ASMI would expect to see on an ongoing basis.
- 4.03.7 Potential Problems
Please identify any potential problems associated with this scope of work.

4.03.8 Special Projects

Please provide a recommendation for the hypothetical budget scenario:

The ASMI consumer and trade communications and marketing program is awarded \$850,000 in supplemental marketing funds in November, which must be utilized prior to the end of the fiscal year (June 30). Please provide a recommendation for optimum and strategic use of supplemental funds to meet program goals. Tools and tactics outside of those outlined above may be included.

SEC. 4.04 METHODOLOGY USED FOR THE PROJECT

Offerors must describe the process and methods your company employs to identify target audiences and media outlets; develop, execute and manage consumer and trade communications campaigns; and deploy consistent and effective on-going media relations efforts in the food marketing and branding space.

SEC. 4.05 MANAGEMENT PLAN FOR THE PROJECT

Offerors must provide a high-level work plan and proposed timeline for the development and delivery of each of the key project elements defined in the scope of work, including what type of content would be created and by whom.

SEC. 4.06 EXPERIENCE AND QUALIFICATIONS

Offerors must provide at least two (2) case histories describing how your company employed the process outlined above in Section 4.04.

Offerors must describe, in no more than one (1) page, how they are suited to address the complex multi-audience needs outlined in this RFP.

Offerors must describe experience working with commodity boards or similar food marketing organizations or governmental agencies

Offerors must provide a list of three (3) client references. All clients referenced should include a complete address, contact name, telephone number and email address.

Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

- title,
- brief resume,
- location(s) where work will be performed,
- itemize the total cost and the number of estimated hours for each individual named above.

Offerors must identify each subcontractor throughout each element of the proposal, and provide a list which reflects the complete name and location of the place of business of each subcontractor.

SEC. 4.07 VALUE OF PROPOSAL

The **ALASKA SEAFOOD MARKETING INSTITUTE (ASMI)** estimates a budget of \$1,275,000 for consumer public relations and marketing, and \$75,000 for domestic trade media relations activities in FY2023

Based on the requirements of this RFP, offerors are to provide a detailed cost proposal reflecting the following:

1. **Monthly Retainer:** Proposed “base service fee” associated with providing ASMI with domestic consumer and trade communications services.
2. **Direct Expenses:** Identify all direct expenses for which ASMI will be billed at cost.
3. **Service Fees:** Identify any daily and hourly fees and/or rates for all key personnel and any other staff identified and/or associated with the performance of the proposed contract.
4. **Other Fees and/or Rates:** Identify any other specific fees, rates, or compensation methods to be used in the performance of the proposed contract.

SEC. 4.08 EVALUATION CRITERIA

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion that is set out in **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION**.

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.

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS **1000**

SEC. 5.01 UNDERSTANDING OF THE PROJECT (250)

Proposals will be evaluated against the questions set out below:

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- 2) How well has the offeror identified pertinent issues and potential problems related to the project?
- 3) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- 4) Has the offeror provided a creative and strategic recommendation for the hypothetical scenario outlined in section 4.03.8?

SEC. 5.02 METHODOLOGY USED FOR THE PROJECT (100)

Proposals will be evaluated against the questions set out below:

- 1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- 2) How well does the methodology match and achieve the objectives set out in the RFP?

SEC. 5.03 MANAGEMENT PLAN FOR THE PROJECT (100)

Proposals will be evaluated against the questions set out below:

- 1) How well does the management plan support all of the scope requirements and logically lead to the deliverables required in the RFP?
- 2) How well is accountability completely and clearly defined?
- 3) Is the organization of the project team clear?
- 4) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- 5) Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- 6) To what degree is the proposal practical and feasible?

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS (250)

Proposals will be evaluated against the questions set out below:

1) Questions regarding the personnel:

- a) Do the individuals assigned to the contract have experience with similar clients and/or projects?
- b) Do resumes provided demonstrate backgrounds that would be desirable for individuals engaged in the work the scope requires?

- c) How extensive is the applicable education and experience of the personnel designated to work on the project?

2) Questions regarding the firm and subcontractor (if used):

- a) How well has the firm demonstrated experience in completing similar projects on time and within budget?
- b) How long has the agency or principals been in business and in what capacity?
- c) How successful is the general history of the firm regarding media placements and campaign awareness?
- d) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

SEC. 5.05 VALUE OF PROPOSAL (200)

- 1) Does the proposal provide a cost estimate that encompasses all items in the scope of work and are the costs reasonable for the work produced?
- 2) Does the proposal provide the cost estimates with explanation or reasoning?
- 3) Does the proposal provide a full breakdown of costs with minimal to no combined budget items?
- 4) Are the provided cost estimates reasonable for ongoing measurement and monitoring services?
- 5) Does the proposal show a high level of quality? Specifically, does it reflect:
 - a. Creativity
 - b. Alaska branding and messaging

SEC. 5.06 ALASKA OFFEROR PREFERENCE (100)

If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10% of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.

SECTION 6. GENERAL PROCESS INFORMATION

SEC. 6.01 INFORMAL DEBRIEFING

When the contract is completed, an informal debriefing may be performed at the discretion of the project director. If performed, the scope of the debriefing will be limited to the work performed by the contractor.

SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

After the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran Preference and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806**, for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

- copy of an Alaska business license;
- certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- a canceled check for the Alaska business license fee;
- a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- a sworn and notarized statement that the offeror has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time proposals are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game,
- liquor licenses issued by Alaska Department of Revenue for alcohol sales only,
- insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
- Mining licenses issued by Alaska Department of Revenue.

Prior the deadline for receipt of proposals, all offerors must hold any other necessary applicable professional licenses required by Alaska Statute.

SEC. 6.03 SITE INSPECTION

The state may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the state reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

SEC. 6.04 CLARIFICATION OF OFFERS

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee (PEC) are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the procurement officer or the PEC may be adjusted as a result of a clarification under this section.

SEC. 6.05 DISCUSSIONS WITH OFFERORS

The state may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the procurement officer or the PEC. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If an offeror does not submit a best and final proposal or a notice of withdrawal, the offeror's immediate previous proposal is considered the offeror's best and final proposal.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a proposal must be reduced to writing by the offeror.

SEC. 6.06 EVALUATION OF PROPOSALS

The procurement officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION**.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

SEC. 6.07 CONTRACT NEGOTIATION

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal.

SEC. 6.08 FAILURE TO NEGOTIATE

If the selected offeror

- fails to provide the information required to begin negotiations in a timely manner; or

- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- if the offeror and the state, after a good faith effort, simply cannot come to terms,

the state may terminate negotiations with the offeror initially selected and commence negotiations with the next highest ranked offeror.

SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION

After the completion of contract negotiation, the procurement officer will issue a written Notice of Intent to Award and send copies of that notice to all offerors who submitted proposals. The notice will set out the names of all offerors and identify the offeror selected for award.

SEC. 6.10 PROTEST

AS 36.30.560 provides that an interested party may protest the content of the RFP.

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least ten days prior to the deadline for receipt of proposals.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract.

If an offeror wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the procurement officer within ten days after the date the Notice of Intent to Award the contract is issued.

A protester must have submitted a proposal in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;
- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

The procurement officer will issue a written response to the protest. The response will set out the procurement officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, fax or another method that provides evidence of receipt.

All offerors will be notified of any protest. The review of protests, decisions of the procurement officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

SEC. 6.11 APPLICATION OF PREFERENCES

Certain preferences apply to all contracts for professional services, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the **Department of Administration, Division of Shared Service's** web site:

<http://doa.alaska.gov/dgs/pdf/pref1.pdf>

- Alaska Products Preference - AS 36.30.332
- Recycled Products Preference - AS 36.30.337
- Local Agriculture and Fisheries Products Preference - AS 36.15.050
- Employment Program Preference - AS 36.30.321(b)
- Alaskans with Disabilities Preference - AS 36.30.321(d)

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business' or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation list prior to the time designated for receipt of proposals. Offerors must attach a copy of their certification letter to the proposal. **An offeror's failure to provide this certification letter with their proposal will cause the state to disallow the preference.**

Sec. 6.12 ALASKA BIDDER PREFERENCE

An Alaska Bidder Preference of 5% will be applied to the price in the proposal. The preference will be given to an offeror who:

- 1) holds a current Alaska business license prior to the deadline for receipt of proposals;
- 2) submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;
- 3) 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;
- 4) 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 (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under former AS 32.05, AS 32.06 or AS 32.11 and all partners are residents of the state; and
- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Certification Form

In order to receive the Alaska Bidder Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror does not need to complete the Alaska Veteran Preference questions on the form if not claiming the Alaska Veteran Preference. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

SEC. 6.13 ALASKA VETERAN PREFERENCE

An Alaska Veteran Preference of 5%, not to exceed \$5,000, will be applied to the price in the proposal. The preference will be given to an offeror who qualifies under AS 36.30.990(2) as an Alaska bidder and is a:

- A. sole proprietorship owned by an Alaska veteran;
- B. partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- C. limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- D. corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

Alaska Veteran Preference Certification

In order to receive the Alaska Veteran Preference, the proposal must include the Alaska Bidder Preference Certification Form attached to this RFP. An offeror's failure to provide this completed form with their proposal will cause the state to disallow the preference.

SEC. 6.14 ALASKA OFFEROR PREFERENCE

2 AAC 12.260(e) provides Alaska offerors a 10% overall evaluation point preference. Alaska bidders, as defined in AS 36.30.990(2), are eligible for the preference. An Alaska offeror will receive 10 percent of the total available points added to their overall evaluation score as a preference.

SECTION 7. GENERAL LEGAL INFORMATION

SEC. 7.01 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit the State's Standard Agreement Form for Professional Services Contracts (form SAF.DOC/Appendix A). This form is found on ASMI's website www.alaskaseafood.org for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal in a separate document. Please include the following information with any change that you are proposing:

1. Identify the provision the offeror takes exception with.
2. Identify why the provision is unjust, unreasonable, etc.
3. Identify exactly what suggested changes should be made.

SEC. 7.02 QUALIFIED OFFERORS

Per 2 AAC 12.875, unless provided for otherwise in the RFP, to qualify as an offeror for award of a contract issued under AS 36.30, the offeror must:

- 1) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or
- 2) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the RFP.

If the offeror leases services or supplies or acts as a broker or agency in providing the services or supplies in order to meet these requirements, the procurement officer may not accept the offeror as a qualified offeror under AS 36.30.

SEC. 7.03 PROPOSAL AS PART OF THE CONTRACT

Part of all of this RFP and the successful proposal may be incorporated into the contract.

SEC. 7.04 ADDITIONAL TERMS AND CONDITIONS

The state reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

SEC. 7.05 HUMAN TRAFFICKING

By signature on their proposal, the offeror certifies that the offeror is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <https://www.state.gov/trafficking-in-persons-report/>

Failure to comply with this requirement will cause the state to reject the proposal as non-responsive, or cancel the contract.

SEC. 7.06 RIGHT OF REJECTION

Offerors must comply with all of the terms of the RFP, the State Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The procurement officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the state. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

The state reserves the right to refrain from making an award if it determines that to be in its best interest.

A proposal from a debarred or suspended offeror shall be rejected.

SEC. 7.07 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

The state will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

SEC. 7.08 DISCLOSURE OF PROPOSAL CONTENTS

All proposals and other material submitted become the property of the State of Alaska and may be returned only at the state's option. AS 40.25.110 requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. The offeror's request must be included with the proposal, must clearly identify the information they wish to be held confidential, and include a statement that sets out the reasons for confidentiality. Unless the procurement officer agrees in writing to hold the requested information confidential, that information will also become public after the Notice of Intent to Award is issued.

SEC. 7.09 ASSIGNMENTS

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer. Proposals that are conditioned upon the state's approval of an assignment will be rejected as non-responsive.

SEC. 7.10 DISPUTES

A contract resulting from this RFP is governed by the laws of the State of Alaska. If the contractor has a claim arising in connection with the agreement 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 – AS 36.30.632. To the extent not otherwise governed by the preceding, the claim shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

SEC. 7.11 SEVERABILITY

If any provision of the contract is found to be invalid or declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

SEC. 7.12 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with **SEC. 7.06 RIGHT OF REJECTION**. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and

if the state's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

SEC. 7.13 SOLICITATION ADVERTISING

Public notice has been provided in accordance with 2 AAC 12.220.

SEC. 7.14 FEDERALLY IMPOSED TARIFFS

Changes in price (increase or decrease) resulting directly from a new or updated federal tariff, excise tax, or duty, imposed after contract award may be adjusted during the contract period or before delivery into the United States via contract amendment.

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased Federal excise tax or duty that may result in either an increase or decrease in the contact price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed

on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:

- a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract;
 - b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment [taxes](#), that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.
 - **State's Ability to Make Changes:** The state reserves the right to request verification of Federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
 - **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.