

# STATE OF ALASKA REQUEST FOR PROPOSALS



## LATIN AMERICA OVERSEAS MARKETING REPRESENTATIVE

RFP 2024-0801

ISSUED FEBRUARY 17, 2023

TO PROVIDE MARKETING REPRESENTATION OF ALASKA SEAFOOD IN LATIN AMERICA  
MARKETS.

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ISSUED BY:

DEPARTMENT OF COMMERCE, COMMUNITY &  
ECONOMIC DEVELOPMENT  
ALASKA SEAFOOD MARKETING INSTITUTE

PRIMARY CONTACT:

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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 is soliciting proposals for an Overseas Marketing Representative (OMR) for its Latin American Marketing Program. Services include but may not be limited to strategic marketing plan execution and refinement; media placement; trade and hotel, restaurant, institutional (HRI) promotion development, trade mission planning and execution, placement and evaluation(s); trade public relations and timely, effective reporting.

### SEC. 1.02 BUDGET

The Alaska Seafood Marketing Institute estimates a budget not to exceed \$739,604 US Dollars (USD) including retainer. The proposal should provide a detailed cost proposal for the following items:

**Monthly retainer:** Proposed “base service fee” associated with servicing ASMI’s Latin American account. **Please base proposal on anticipated budget of \$739,604, including retainer.**

**Direct Expenses:** Identify all direct expenses for which ASMI will be billed at cost.

**Other Fees and/or Rates:** Identify any other specific fees and/or rates and/or compensation methods to be used in the performance of the proposed contract. **Specifically identify all “commissionable expense(s)” and state commission rate as a “mark-up percentage based on net.”**

Proposals priced at more than **\$739,604 USD** will be considered non-responsive.

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 **2:00 PM** prevailing Alaska Time on **MARCH 31, 2023**. 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:

- **For at least three of the last five years, the primary business of the offeror must be marketing, trade relations and consumer public relations; offerors with dedicated food/seafood marketing backgrounds are preferred. While it is advantageous for candidates to meet the generally accepted definition of “in-country trade representative” and be familiar with the U.S. Department of Agriculture (USDA) Market Access Program (MAP) and Agricultural Trade Promotion (ATP) Program, public relations and trade relations skills are paramount.**
- **Must have a dedicated, full time seafood trade representative with five years or more of experience.**
- **Fluent in English, spoken and written.**
- **Offeror must be based in Latin America.**

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: **NANETTE SOLANOY** – PHONE **907-465-1061** - TDD **711**

## SEC. 1.07 RETURN INSTRUCTIONS

Proposals may be emailed to [nsolanoy@alaskaseafood.org](mailto:nsolanoy@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 [nsolanoy@alaskaseafood.org](mailto:nsolanoy@alaskaseafood.org) or by phone at 907.465.1061 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 **FEBRUARY 17, 2023**
- Deadline for Receipt of Proposals **MARCH 31, 2023,**

- Proposal Evaluation Committee complete evaluation by **APRIL 7, 2023**,
- State of Alaska issues Notice of Intent to Award a Contract **APRIL 12, 2023**,
- State of Alaska issues contract **MAY 1, 2023**,
- Contract start **JULY 1, 2023**.

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 has been a participant in the United States Department of Agriculture (USDA) Market Access Program (MAP) since 1986. Current year funding for State of Alaska Fiscal Year (FY) 2024 is \$6,294,522 from USDA and industry match of \$3,100,000 million for a combined budget of roughly \$9,394,522 million.

ASMI's International Marketing Program employs its funds by developing and executing "generic" marketing and promotional programs, primarily directed toward the retail and foodservice international markets. All marketing plans and budgets are adopted and approved annually by ASMI's Board of Directors.

Several specific industry conditions are addressed by ASMI include:

- ASMI's expansion of its marketing program from Brazil to Latin America with Federal funding granted to ASMI by USDA through the Agricultural Trade Promotion program. ASMI now targets Peru, Colombia, Ecuador, Chile, and Mexico. These represent new consumer markets for Alaska's high-quality seafood and a significant opportunity to establish a new reprocessing centers in Peru and Ecuador, who are leading seafood processing countries, where Alaska seafood raw material can be processed and reexported to many other international markets
- Annual worldwide-farmed salmon production has surpassed the Alaska harvest;
- The supply of wild Alaska salmon remains abundant, stable, high in quality and value, however the market must be cultivated to offset Alaska's declining worldwide market share;
- Seafood, in general, has great appeal to the health-conscious consumer and athlete;
- Salmon consumption continues to rise while other muscle-based proteins have seen declines;
- Today's consumers are time-starved and need convenient "meal solutions" that taste good;
- Alaska cod is prevalent in the Brazilian market but not always called out as "Alaska";
- The popularity of Japanese cuisine has created opportunities for Alaska seafood in the foodservice sector;



- Some traditional forms of Alaska seafood such as H&G frozen salmon or canned salmon are facing declines in consumption.

### **Export Program Situation Analysis**

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 harvest resulting from existing Alaska fisheries management imperatives. (State of Alaska Constitution and Magnuson-Stevens Fishery Management and Conservation Act and The Halibut Act.)
- 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 International Marketing Program will continue in its present marketing mode and strive to sustain its current posture and grow its business as budget and opportunities allow.

FY2024 (July 1, 2023 – June 30, 2024) General Approach:

- The International program will work towards achieving ASMI’s mission by capitalizing on opportunities for Alaska Seafood in ASMI’s target markets;
- The International Program will continue to build sustainability into the foundation of our brand identity;
- ASMI will position the Alaska Seafood brand as a trustworthy and safe choice that is a good value for both the trade and consumer. We will continue to explain how wild and well-managed equates to trustworthy and safe;
- Convenience, health and value remain important to consumers; we will continue to highlight how Alaska Seafood aligns with these interests. A key component of this strategy will be the health benefits Alaska seafood provides and offering a variety of recipes that feature both premium and low cost ingredients;
- Notwithstanding social, economic and political circumstances, we will continue our work in emerging markets because having multiple markets assists in our ability to achieve our mission;
- We will look at participating/attending tradeshow that are not geographically within our current program;
- We will remain vigilant in adapting as circumstances evolve and focus on consumer and trade research to ensure our message is on target;
- We will strengthen marketing relations with high profile, high volume re-processors who include ASMI messaging and the logo on packaging, which adds to ASMI’s reach in the marketplace; and
- ASMI will monitor trends, such as a recent emphasis on social responsibility, and respond or adjust our messaging as appropriate.

### **International Program Objectives**

1. Increase awareness, trial and usage of Alaska seafood products.

2. Develop distribution and identity programs for Alaska seafood at the wholesale/distributor, export and retail level(s).
  - a. Gain multiple ad features or in-store features for Alaska seafood products with participating chain (s), during key consumption and/or promotion periods and in major markets.
3. Identify key exporter and consumer obstacles to growth or purchase, usage and distribution of Alaska seafood products. Develop strategies to successfully remove these obstacles.

### **International Program Strategies**

Increase awareness, trial and usage of Alaska seafood by:

- Using the retailer’s advertising vehicles to get ASMI’s logo placement in their ads;
- Develop and distribute “themed” in-store promotional materials having strong ASMI brand identity and/or Alaska imagery;
- Conduct training seminars to key chains using chefs, Alaska industry members and other appropriate resources;
- Aggressive use of in-store product demonstration program at retail level;
- Attend appropriate trade shows whenever possible;
- Plan an Alaska education trip for importers, seafood distributors and magazine editors – includes fish plant tours, observing harvesting methods, presentations by Alaska Department of Fish and Game, product cuttings, etc.
- Work with new outlets like meal kits and e-commerce when strategic to do so;
- Develop newspaper and magazine food-page editorials for food editors to use in publications and;
- Effectively develop social media and ASMI overseas websites to maximize usage and appeal in accordance with ASMI IT policies and procedures.

### **Strategies in Latin America**

- Identify opportunities for Alaska seafood as the market is a growing consumer market for seafood and a potential reprocessing center for Alaska seafood.
- Continue positioning Alaska seafood as a tasty, healthy, and smart protein choice and collaborate with nutritionists, doctors, and functional cuisine chefs.
- Focus on origin identification;
- PR focuses on targeting the trade and consumer on the sustainability of Alaska seafood;
- Shift product emphasis as market conditions dictate and;
- Capitalize on shifting demographics to find new customers for Alaska seafood.

Strive for greater emphasis and proof of results/performance on ASMI promotions

- Proof of performance for exporter ad feature activities;
- Obtain more quantifiable measures of volume moved on ASMI funded promotions and events; including websites and social media platforms; and
- Calculate free results, such as logo placement or unpaid press coverage.

Develop (as budget allows) retail programs that will encourage the use of the Alaska Seafood logo or the word “Alaska” at retail store level or on “value-added” Alaska seafood products. For example:

- In-store promotions as an effective way to raise the profile of Alaska seafood and encourage retailers to carry Alaska Seafood products
- Trainings to retail staff to increase knowledge about species and ensure proper handling and storage.
- Development of POS materials with the Alaska Seafood logo, including tailor made materials and microsites
- Merchandising contests
- Other – TBD

Following each promotion, evaluate to ensure all activities are in keeping with the industry, exporter and consumer needs/trends.

## SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

### SEC. 3.01 SCOPE OF WORK

The Alaska Seafood Marketing Institute (ASMI) is soliciting proposals for an in-country trade representative for Latin America. The successful offeror must demonstrate proven capabilities and expertise in the following marketing disciplines: strategic planning; marketing plan execution and refinement; copywriting; media placement; consumer/trade promotion development, trade shows, trade missions, placement and evaluation(s), social media, and public relations. Extensive seafood trade contact with the goal of maintaining, identifying expanding, and supporting the primary companies involved in the trade sector of Alaska seafood purchases and explaining and marketing Alaska’s Responsible Fisheries Management (RFM) certification may also be necessary.

In performing and accomplishing the general scope of services, the individual or company will work in cooperation with ASMI’s Senior Director of Global Marketing & Strategy and other designated program staff to generically promote Alaska seafood. AS required by the grant, all accounting will adhere to Federal MAP grant, ATP grant, and State of Alaska fiscal and accounting policies.

### SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will start July 1, 2023 through June 30, 2024 with up to four (4) one-year renewal options.

### SEC. 3.03 DELIVERABLES

Deliverables are including 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 four retainer payments per year and reimburse expenses as submitted and approved by the international staff.

## 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 in **LATIN AMERICA**

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 Latin America.

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

In addition to ***identifying each and every subcontractor and their employees throughout each element of the proposal***, a list which reflects the complete name and location of the place of business of each subcontractor must be included in the proposal. **In the event that the offeror is subcontracting with an agency for a significant amount of the program budget (over \$25,000), the offeror needs to adhere to the MAP and/or ATP contracting guidelines.**

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

Subcontractor experience shall be considered in determining whether the offeror meets the requirements set forth in SEC. 1.04 PRIOR EXPERIENCE.

If a proposal with subcontractors is selected, the offeror must provide the following information concerning each prospective subcontractor within five working days from the date of the state's request:

- complete name of the subcontractor;
- complete address of the subcontractor;
- type of work the subcontractor will be performing;
- percentage of work the subcontractor will be providing;
- evidence that the subcontractor holds a valid Alaska business license; and
- a written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

An offeror's failure to provide this information, within the time set, may cause the state to consider their proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the project director.

**Note that if the subcontractor will not be performing work within Alaska, they will not be required to hold an Alaska business license.**

### **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, internet URL, telephone and fax numbers. Include name, title, and email address of the individual who will serve as individual's primary contact.
- Describe individual's ownership;
- List full-service U.S. individual offices/addresses, leading with the office that would service this account;
- If the account in question is global, list full-service non-U.S. individual offices, indicating which are equity owned and which are affiliates;
- List top 10 worldwide clients;
- List responding office's current clients, indicating each client's tenure with individual;
- List accounts responding office has gained over the past two (2) years. Provide comment on why individual was chosen for these accounts;
- List accounts responding office has lost or resigned over the past two (2) years. Provide comment on why individual lost or resigned these accounts;
- List billings for the past three (3) years, including an estimate for the current year, for individual office that would service the ASMI account;
- List total worldwide and U.S. billings for entire individual for the past three (3) years, including an estimate for the current year;
- Identify the number of clients the responding office handles in the following billing ranges:
  - Under \$5MM
  - \$5-10MM
  - \$11-20MM
  - \$21-50MM
  - over \$50MM
- Provide a breakout of responding office's employees by function and time dedicated to ASMI account: account, creative planning / research, media, trade liaison, other (please explain);
- Provide brief biographies of key management executives in responding office;
- On no more than one page per topic, describe your individual's capabilities in:
  - Retail Promotions
  - Public Relations
  - Trade Relations
  - Digital Marketing, including mobile & online promotions
  - Sales/Consumer Promotion
  - Event Planning
  - Social Media
  - Trade shows
  - HRI Sector Promotions



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 project and the project schedule.

#### SEC. 4.04 METHODOLOGY USED FOR THE PROJECT

Offerors must provide comprehensive narrative statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish effective marketing communications and promotion of Alaska seafood.

#### SEC. 4.05 MANAGEMENT PLAN FOR THE PROJECT

Offerors must provide comprehensive narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet the state's project schedule.

#### SEC. 4.06 EXPERIENCE AND QUALIFICATIONS

Offerors must provide a detailed and precise discussion, including examples and/or documentation, of meeting each Minimum Requirement established in section 1.04 Prior Experience in this RFP. Limit discussion to the meeting of the minimum requirements. And

Provide a detailed discussion of:

- The agency's relevant experience, qualifications, awards, and recognitions received in particular for food/seafood industry projects, or for other similar services. Please include information about your trade representative.
- Provide at least two (2) case histories describing how your individual employed the process outlined above in Item 5.
- In no more than two (2) pages, describe how you are suited to address the challenges and opportunities ahead for the ASMI Latin America program.
- Provide a list of three (3) references. All clients referenced should include a complete address, contact name, telephone number and email address.

#### SEC. 4.07 VALUE OF PROPOSAL

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

- Monthly Retainer: Negotiated "base service fee" associated with servicing ASMI's International Program. All anticipated fees and expenses associated with administration of the program must be clearly identified, including but not limited to: creative and copy development; ad placement; special events; and, intensive trade outreach conducted by designated trade representative. Successful proposals will offer a clear and predictable cost structure based on the proposed marketing plan.
  - **Please base proposal on anticipated budget of US \$739,604, including retainer.**

- Direct Expenses: Reimbursement by ASMI of direct expenses, as identified in the contractor’s proposal, and actually incurred by the contractor in performance of the contract. There shall be no markup or increase to direct expenses and any discounts received by the contractor shall be passed on to ASMI.
  - Direct expenses vary, depending on the nature of the proposed contract. Some typical examples of direct expenses are long distance telephone calls, postage, printing, reproduction and specific travel.

Other Fees and/or Rates: Identify any other specific fees and/or rates and/or compensation methods to be used in the performance of the proposed contract. **Specifically identify all “commissionable expense(s)” and state commission rate as a “mark-up percentage based on net.”**

#### **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 AGENCY AND KEY PERSONNEL EXPERIENCE (150)

**Proposals will be evaluated against the questions set out below:**

- 1) How long have the agency or principal and trade specialist been in business?
- 2) What are their demonstrable past successes?
- 3) Does the proposer have staffing capacity for ASMI?
- 4) Does the proposer offer the account significant time with experienced team members?

### SEC. 5.02 OVERALL QUALITY OF PROPOSAL (100)

**Proposals will be evaluated against the questions set out below:**

**Does the offeror have trade relations or retail promotion experience in the market for which they are bidding?**

- 1) Is the proposal clear, well written and neatly executed to the expectations ASMI holds for outward facing documents that represent ASMI?

### SEC. 5.03 TRADE RELATIONS/RETAIL PROMOTION EXPERIENCE (100)

**Proposals will be evaluated against the questions set out below:**

- 1) Does the offeror have seafood trade relations or promotion experience?
- 2) Does the offeror demonstrate successes in trade relations or promotions?
- 3) Does the experience listed reflect a broad base of knowledge about the sector?
- 4) Does the proposer show forward thinking and ability to respond to marketplace changes?

### SEC. 5.04 FOODSERVICE PROMOTION EXPERIENCE (50)

**Proposals will be evaluated against the questions set out below:**

**Does the offeror have foodservice promotion experience in the market for which they are bidding?**

- a) Does the offeror have seafood foodservice promotion experience?
- b) Does the offeror demonstrate multiple successes in foodservice promotions?
- c) Does the experience listed reflect a broad base of knowledge about the sector?
- d) Does the proposal show forward thinking and creativity?

### SEC. 5.05 FOOD/SEAFOOD EXPERIENCE (100 POINTS)

**Proposals will be evaluated against the questions set out below:**

Does the proposer have food/seafood marketing experience?

- e) Does the proposer have a trade specialist with more than five years of seafood experience?

- f) Does the proposer have a trade specialist with specific Alaska seafood experience?
- g) Does the proposer's marketing experience listed reflect a broad base of knowledge about food/seafood marketing?
- h) Does the proposer demonstrate seafood experience by building on past successes with innovative future plans?

## **SEC. 5.06 DIGITAL MARKETING AND EXPERIENCE (100)**

**Proposals will be evaluated against the questions set out below:**

Does the proposer have digital marketing experience?

- a) Does the proposer have food/seafood digital marketing experience?
- b) Does the digital marketing experience include social media?
- c) Does the digital marketing experience include e-commerce promotions?
- d) Does the digital marketing experience listed show a capacity to adapt to new digital trends that may not have been identified yet?

## **SEC. 5.07 FAS GRANT EXPERIENCE (175)**

**Proposals will be evaluated against the questions set out below:**

Does the proposer have MAP and/or ATP grant experience?

- a) Has the proposer written a Unified Export Strategy or Country Progress Report before?
- b) Is the proposer familiar with MAP regulations?
- c) Is the proposer familiar with ATP regulations?

## **SEC. 5.08 VALUE OF PROPOSAL (125)**

**Proposals will be evaluated against the questions set out below:**

- d) Is the cost of the retainer fees a good value in comparison to the scope of the region and the work product offered by the offeror?
- e) Are other fees included in the proposal fair and good value in comparison to the scope of the region and the work product offered by the offeror?

## **SEC. 5.09 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.

All offerors must hold any other necessary applicable professional licenses required by Alaska Statute at the time of the award.

### 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 (Appendix A). This form is found on ASMI's website [www.alaskaseafood.org](http://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.