

STATE OF ALASKA REQUEST FOR PROPOSALS



STAND BUILDER FOR 2025 SEAFOOD EXPO GLOBAL SHOW

RFP 2025-0830

ISSUED DECEMBER 17, 2024

CONSTRUCTION AND FURNISHING OF A PAVILION AT THE 2025 SEAFOOD EXPO GLOBAL (SEG)

IN BARCELONA SPAIN

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.

TABLE OF CONTENTS

| | |
|---|-----------|
| SECTION 1. INTRODUCTION & INSTRUCTIONS | 4 |
| SEC. 1.01 PURPOSE OF THE RFP | 4 |
| SEC. 1.02 BUDGET | 4 |
| SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS..... | 4 |
| SEC. 1.04 PRIOR EXPERIENCE | 4 |
| SEC. 1.05 REQUIRED REVIEW..... | 4 |
| SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS | 4 |
| SEC. 1.07 RETURN INSTRUCTIONS | 5 |
| SEC. 1.08 PROPOSAL CONTENTS | 5 |
| SEC. 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY..... | 6 |
| SEC. 1.10 AMENDMENTS TO PROPOSALS..... | 6 |
| SEC. 1.11 AMENDMENTS TO THE RFP..... | 6 |
| SEC. 1.12 RFP SCHEDULE | 6 |
| SEC. 1.13 ALTERNATE PROPOSALS..... | 7 |
| SEC. 1.14 NEWS RELEASES | 7 |
| SECTION 2. BACKGROUND INFORMATION | 8 |
| SEC. 2.01 BACKGROUND INFORMATION..... | 8 |
| SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION | 10 |
| SEC. 3.01 SCOPE OF WORK | 10 |
| SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE | 16 |
| SEC. 3.03 DELIVERABLES | 16 |
| SEC. 3.04 CONTRACT TYPE | 16 |
| SEC. 3.05 PROPOSED PAYMENT PROCEDURES | 16 |
| SEC. 3.06 CONTRACT PAYMENT | 16 |
| SEC. 3.07 LOCATION OF WORK | 17 |
| SEC. 3.08 SUBCONTRACTORS | 17 |
| SEC. 3.09 JOINT VENTURES | 18 |
| SEC. 3.10 RIGHT TO INSPECT PLACE OF BUSINESS | 18 |
| SEC. 3.11 CONTRACT PERSONNEL | 18 |
| SEC. 3.12 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES | 18 |
| SEC. 3.13 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS | 18 |
| SEC. 3.14 NONDISCLOSURE AND CONFIDENTIALITY..... | 18 |
| SEC. 3.15 INDEMNIFICATION..... | 19 |
| SEC. 3.16 INSURANCE REQUIREMENTS..... | 19 |
| SEC. 3.17 TERMINATION FOR DEFAULT | 20 |
| SECTION 4. PROPOSAL FORMAT AND CONTENT | 21 |
| SEC. 4.01 PROPOSAL FORMAT AND CONTENT..... | 21 |
| SEC. 4.02 INTRODUCTION..... | 21 |
| SEC. 4.03 EXPERIENCE AND QUALIFICATIONS | 21 |
| SEC. 4.04 PAVILION DESIGN | 21 |
| SEC. 4.05 VALUE OF PROPOSAL | 21 |
| SEC. 4.06 EVALUATION CRITERIA..... | 21 |
| SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION | 22 |
| SEC. 5.01 EXPERIENCE AND QUALIFICATIONS (400 POINTS)..... | 22 |
| SEC. 5.02 PAVILION DESIGN (300 POINTS) | 22 |
| SEC. 5.03 VALUE OF PROPOSAL (250 POINTS)..... | 22 |
| SEC. 5.04 ALASKA OFFEROR PREFERENCE (50 POINTS)..... | 22 |

| | |
|---|-----------|
| SECTION 6. GENERAL PROCESS INFORMATION..... | 23 |
| SEC. 6.01 INFORMAL DEBRIEFING | 23 |
| SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES | 23 |
| SEC. 6.03 SITE INSPECTION | 23 |
| SEC. 6.04 CLARIFICATION OF OFFERS | 24 |
| SEC. 6.05 DISCUSSIONS WITH OFFERORS | 24 |
| SEC. 6.06 EVALUATION OF PROPOSALS | 24 |
| SEC. 6.07 CONTRACT NEGOTIATION | 24 |
| SEC. 6.08 FAILURE TO NEGOTIATE | 24 |
| SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION..... | 25 |
| SEC. 6.10 PROTEST..... | 25 |
| SEC. 6.11 APPLICATION OF PREFERENCES | 26 |
| SEC. 6.12 ALASKA BIDDER PREFERENCE | 26 |
| SEC. 6.13 ALASKA VETERAN PREFERENCE..... | 27 |
| SEC. 6.14 ALASKA OFFEROR PREFERENCE..... | 27 |
| SECTION 7. GENERAL LEGAL INFORMATION | 28 |
| SEC. 7.01 STANDARD CONTRACT PROVISIONS | 28 |
| SEC. 7.02 QUALIFIED OFFERORS..... | 28 |
| SEC. 7.03 PROPOSAL AS PART OF THE CONTRACT | 28 |
| SEC. 7.04 ADDITIONAL TERMS AND CONDITIONS | 28 |
| SEC. 7.05 HUMAN TRAFFICKING | 28 |
| SEC. 7.06 RIGHT OF REJECTION..... | 29 |
| SEC. 7.07 STATE NOT RESPONSIBLE FOR PREPARATION COSTS | 29 |
| SEC. 7.08 DISCLOSURE OF PROPOSAL CONTENTS..... | 29 |
| SEC. 7.09 ASSIGNMENTS | 30 |
| SEC. 7.10 DISPUTES..... | 30 |
| SEC. 7.11 SEVERABILITY | 30 |
| SEC. 7.12 SUPPLEMENTAL TERMS AND CONDITIONS..... | 30 |
| SEC. 7.13 SOLICITATION ADVERTISING | 30 |
| SEC. 7.14 FEDERALLY IMPOSED TARIFFS | 30 |

SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Alaska Seafood Marketing Institute (ASMI) is soliciting detailed proposals for the construction and furnishing of its pavilion at the 2025 Seafood Expo Global (SEG). SEG will take place in Barcelona, Spain from May 6-8, 2025.

SEC. 1.02 BUDGET

The Alaska Seafood Marketing Institute (ASMI) estimates a budget not to exceed \$310,000 US Dollars (USD) for completion of this project with the caveat that some elements will be produced one time only and that future years should see cost reductions. Proposals priced at more than **\$310,000 USD** will be considered non-responsive. Please identify what initial expenses will be borne in the first year but could be used for future shows as a cost savings. Storage fees should also be outlined. It is acceptable to break out a price option with and without an upstairs lounge.

The offeror should also provide a billing structure for individual co-exhibitor company requests but note that these expenses are NOT included in the \$310,000 ceiling as they would be billed to individual companies.

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 **JANUARY 10, 2025**. 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 building stands for trade shows.**
- **Fluent in English, spoken and written.**
- **Offeror must have an office in Barcelona, Spain or offer examples of large trade show pavilions executed by the offeror in Barcelona in the last two years.**

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 offerors' 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 (RFP 2025-0830) 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, if applicable, 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 have 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 from the State of Alaska Online Public Notice website.

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 **DECEMBER 17, 2024,**
- Deadline for Receipt of Proposals **2 PM, JANUARY 10, 2025,**
- Proposal Evaluation Committee complete evaluation by **JANUARY 17, 2025,**
- State of Alaska issues Notice of Intent to Award a Contract **JANUARY 17, 2025,**
- State of Alaska issues contract **JANUARY 29, 2025,**
- Contract start **IMMEDIATELY UPON FULLY SIGNED CONTRACT.**

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 are located in Juneau, Alaska, which is the corporate headquarters.
3. **Current Program:** ASMI was established to foster economic development of a renewable natural resource marketing organization with the mission of increasing the economic value of the Alaska seafood resource and increasing positive awareness of the Alaska Seafood brand. ASMI exists to serve the entire Alaska Seafood Industry, harvester, and processor alike. The Alaska Seafood industry is the largest private sector employer, and commercial fishing is a long-standing tradition practiced by many Alaskan families. ASMI is supported by an industry self-assessment tax and uses available public funds (State of Alaska and Federal money) to achieve marketing successes for the common good.

The Alaska Seafood Marketing Institute is a participant in the Emerging Markets Program (EMP), the Market Access Program (MAP), and the Regional Agricultural Promotion Program (RAPP), federal programs handled by the Foreign Agricultural Service (FAS) of the U.S. Department of Agriculture (USDA). Through these programs, ASMI is currently active in more than 50 countries through ten regional programs: Japan, China, Southeast Asia, MENAWA, Eastern Europe, Western Europe, Northern Europe, Central Europe, Southern Europe, and Latin America.

Alaska's constitutionally-mandated commitment to sustainable management practices, as well as the sustainability mandates in the Magnuson-Stevens Fishery Management and Conservation Act and Halibut Act, ensures that all commercially harvested seafood species in Alaska are sustainable. The Responsible Fisheries Management (RFM) Certification for Alaska fisheries provides credible verification of the product origin and management.

Alaska fisheries are among the largest in the world and compete with farmed seafood in the global markets.

Alaska's seafood portfolio includes:

- Five species of Alaska salmon,
- Whitefish species, including Alaska pollock, Pacific cod, sablefish, halibut, herring, rockfish, Atka mackerel, and other groundfish species,

- Shellfish species, including shrimp, king crab, Dungeness crab, bairdi crab, snow crab, oysters, and scallops.

SECTION 3. FOR MORE INFORMATION ABOUT ALASKA SEAFOOD MARKETING INSTITUTE, GO TO WWW.ALASKASEAFOOD.ORG

SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The Alaska Seafood Marketing Institute (ASMI) is soliciting proposals for the construction and furnishing of its pavilion at the 2025 Seafood Expo Global (SEG) trade show to take place in Barcelona, Spain on May 6-8, 2025.

The pavilion should primarily consist of booths and company tables that will be rented to Alaska seafood companies (co-exhibitors) interested in having a presence at the show. It should also consist of an “ASMI Center of Operations” featuring dedicated spaces for storage, catering facilities --including a private kitchen, a coffee bar and a space for food preparation and service--, seafood display cases, public meeting spaces, and private meeting lounges.

Please review the following appendices for more details and specifications:

Appendix 1 – Stand plans and technical drawings for ASMI’s contracted exhibit space with SEG 2025 show organizer

Appendix 2 – Design specifications for ASMI’s contracted exhibit space with SEG 2025 show organizer

Appendix 3 – ASMI Brand Identity and Style Guidelines

Appendix 4 – Example of ASMI pavilion design at Seafood Expo Global 2024

Appendix 5 – ASMI Removable and Reusable Building materials

In terms of offering exhibit space to Alaska seafood companies, the pavilion’s primary function, ASMI has established the following space options for co-exhibitors to choose from:

- renting a company table (4 m2 approx. exhibit space in SEG 2024),
- renting a “mini” booth (10 m2 approx. exhibit space in SEG 2024),
- renting a “standard” single booth (15 m2 approx. exhibit space in SEG 2024), or
- renting a “medium” or “large” booth (up to four “standard” single booths exhibit space in SEG 2024).

Ahead of each show year, ASMI will work directly with show organizers to secure exhibit space and will subsequently work with Alaska seafood companies interested in co-exhibiting to allocate the contracted exhibit space. ASMI will then provide a list of confirmed co-exhibitors with their desired exhibit space sizes and locations to the awarded stand builder and work with them in producing a pavilion design that best serves the Alaska seafood industry for that year of the show.

Overall Pavilion Structure:

For 2025, ASMI has secured **546 m2** in Hall 5 of Fira de Barcelona*, comprised by stands 5A201, 5B201, 5B301 and 5C401 (see Appendix 1 and Appendix 4, page 1).

- Stands 5A201, 5B201, and 5B301 will feature company booths and possibly company tables and/or meeting rooms, depending on demand.

In SEG 2024, the breakdown of spaces in these three stands was (see Appendix 4):

- 3 mini booths in stand 5A201,
- 5 company tables, two in 5A201 and three in stand 5B201,
- 3 large booths in stand 5B301, and
- 4 standard single booths, two in stand 5B201 and two in stand 5B301.

- Stand 5C401 will feature the ASMI Center of Operations (central area) as well as company booths and possibly company tables and/or meeting rooms, depending on demand, around the ASMI Center of Operations.

In SEG 2024, the breakdown of spaces in stand 5C401 was (see Appendix 4):

- the ASMI Center of Operations, which included display cases for seafood facing the main aisle of Hall 5, brochure displays, meeting tables, storage space, circulation space, and a private kitchen with catering facilities, a tasting bar and a space for food preparation and service,
- a second story “business lounge” with private meeting lounges above the ASMI Center of Operations,
- 4 company tables on the second story business lounge above the ASMI Center of Operations (see more details below).
- 1 large booth on the ground floor,
- 2 medium booths on the ground floor, and
- 2 mini-booths on the ground floor (at the back of the ASMI Center of Operations).

*Please note that ASMI has not yet secured space in stand 5D301 for SEG 2025. Therefore, the 18 m2 space formerly occupied in this stand (one standard single booth in SEG 2024) is only featured in Appendix 4, as an example, and its inclusion in stand build proposals is not mandatory for offerors.

ASMI Center of Operations:

During the show, ASMI will provide continuous food and beverage service from the private kitchen, catering facilities and the tasting bar for staff, co-exhibitors and visitors. ASMI will hire a caterer and waitstaff to serve 300+ product tastings and 150+ Alaska seafood lunches daily.

In SEG 2024, the ASMI Center of Operations included:

- a food and beverage service area of 18 m2 approx. with:
 - a private kitchen area with space for an oven, 4 refrigerators, 2 gastronorm trolleys, a sink, and worktables (the offeror must provide the kitchen worktables and the sink, and ASMI will rent the remaining kitchen equipment),
 - preparation space for food and beverages,
 - table space for an espresso coffee machine,
 - space for a water and a beer dispenser, and

- - a service bar of 3-4 meters.
- dedicated spaces for storage: 10 m2 total approx.
 - a welcome area facing the main aisle of Hall 5 with space for two 2, 3-meter seafood display cases, and shelves for printed materials: 15 m2 approx.
 - an interior meeting area with tables in the foyer (ground level): 20 m2 approx.
 - two private meeting lounges on the second story “business lounge”, 14 m2 approx. each, one with a conference table and chairs, and one with couches and chairs.
 - company tables on the second-story business lounge above the ASMI Center of Operations, 4 m2 each approx. exhibit space.

Usage, storage and maintenance of ASMI’s reusable stand-building materials:

Since Seafood Expo Global’s migration from Brussels, Belgium, to Barcelona, Spain, ASMI has invested in a *reusable two-story structure along with booth divider panels, Alaska signage, lighting fixtures and other materials* used for ASMI’s Center of Operations (see Appendix 5 for a complete description of these structures and materials). The reusable two-story structure and materials are stored in Spain and are available to offerors if they wish to use them. If so, offerors are required to include storage and maintenance services for these materials in their offer.

Other items currently in storage in Spain that is property of returning co-exhibitors:

- Co-exhibitor 1 kitchen materials,
- Co-exhibitor 1 wall neon sign,
- Co-exhibitor 2 chest of materials.

Offerors are required to include storage services for these materials in their proposal.

Design considerations:

The Alaska Seafood Pavilion design and imagery should convey the theme of Alaskan harvesters working within and supporting Alaska’s living ecosystem of plants, animals and communities in the ocean and on land:

- imagery of Alaska nature and Alaskan harvesters, retro-illuminated where possible, and natural structural elements and furnishings should be designed to represent wild, natural and sustainable Alaska seafood in a spacious and well-illuminated pavilion,
- proposals should demonstrate design elements to create cohesive Alaska branding throughout the pavilion as well as allow for individual companies to define their brands within their own exhibit space,
- the entirety of the Pavilion must be covered with cohesive flooring,
- the awarded offeror and their design team will have access to ASMI’s extensive photo and video library to create the visual elements to be used in the construction of the Alaska Seafood Pavilion,
- the Pavilion should include visual and construction elements that can be used throughout multiple show years.

The Alaska Seafood Pavilion should respond to current sanitary and work concerns:

- co-exhibitors and visitors will want to work in a relatively open space with good ventilation and lighting, low walls, no ceilings, while maintaining a sense of privacy,
- co-exhibitors and visitors will be conducting numerous on-site meetings in the pavilion as well as visiting their contacts, making it essential to have a balance between open spaces to receive visitors and having general interactions and private spaces to conduct meetings, both equipped with enough work surfaces, power and charging stations, and cabinetry for storing and locking important items.

General Proposal Requirements:

Creative design concept for an eye-catching, cohesive Alaska Seafood Pavilion that draws attention and provides a marketplace for Alaska seafood companies to conduct business:

- examples of lighting and spotlights to enhance the booths, company tables, ASMI's center of operations, and the pavilion in general,
- examples of furnishings, including lockable cabinetry in booths and company table spaces, plants and other elements such as charging stations for mobile devices,
- describe which parts of the pavilion can be stored and maintained to be reused at later installments of SEG,
- provide a communication plan explaining how the offeror will work with ASMI and with the co-exhibiting companies to complete requests in the months leading up to the show, during show days and after show completion,
- information and qualifications of the project manager and staff that will work directly with ASMI and co-exhibitors in planning and executing the pavilion build.

Specific Proposal Requirements:

1. Offerors are required to provide co-exhibitors with the following basic furnishings for each standard single booth space (co-exhibitors are from Alaska and sell Alaska seafood, but they are competitors; the booths must be sufficiently separated from one another to provide privacy for meetings):
 - 2 tables,
 - 5 chairs,
 - 1 stool,
 - 1 waste bin,
 - 1 counter,
 - 1 lockable storage unit, either in the counter or separate,
 - a semi-private meeting area with visual barrier to aisle,
 - company signage,
 - company graphics display,
 - 2 multi-plugs (1500 w each).
2. Offerors are required to provide mini-booth and company table co-exhibitors with the following basic furnishings:
 - 1 table,
 - 4 chairs,
 - 1 lockable storage unit,
 - 1 waste bin,
 - company signage,
 - company graphics display.

3. Offerors are required to provide at least the following furniture for the ASMI Center of Operations:
 - a minimum of 3 high tables & 9 stools for the interior meeting area,
 - a minimum of 3 round tables & 9 chairs for the interior meeting area,
 - 2 stools for the welcome area,
 - 1 long conference table and 12 chairs for a conference room on the second floor,
 - sofas, chairs, and low tables for the other meeting rooms on the second floor
 - extra folding chairs for use as needed in the Alaska Seafood Pavilion.
4. Offerors must demonstrate the ability to provide co-exhibitors with the possibility to order additional accessories such as AV equipment, furniture, fridges, display cases, digital posters, banners, plants, etc. prior to show dates:
 - offerors must agree to invoice co-exhibiting companies directly for any additional furnishings supplied. ASMI will not be responsible for additional costs,
 - offerors must agree to provide every co-exhibitor in the pavilion with an ASMI exhibitor manual which will include:
 - floor plan of the co-exhibitor's booth/company table and list of furniture included in the package,
 - additional furnishings and services available (catalogues, order forms, deadlines, etc. provided by the Stand Builder),
5. Offerors are expected to provide sufficient lighting for all areas of the Alaska Seafood Pavilion.
6. Offerors must assume full responsibility for pavilion design approval with show organizers and inform ASMI when approval is obtained, this includes all necessary inspections prior to or during show days.
 - Project authorization for each stand (\$3,100 in 2024),
 - Complex structure review and authorization (\$1,200 in 2024),
 - Final certificate of assembly of complex structure endorsed in official school (\$400 in 2024), and
 - Fees for early assembly (\$1400 in 2024).
7. Offerors must secure the appropriate show passes for their staff during setup, show and dismantle days.
8. ASMI representatives and staff must have direct contact with the project manager assigned by the awarded offeror:
 - in the month prior to and during the month of the show, contact might be daily, if necessary,
 - on the afternoon of the day prior to the show set-up day (May 4), ASMI staff will be on site to go over any last-minute details and ensure layout and set up is as agreed, including co-exhibitor location and additional services requested by each of them,
 - on show set up day (May 5, 2025), co-exhibitors will come to set up their own booths and company tables; the pavilion must be ready for ASMI staff and co-exhibitors by 9:00 a.m. On that day, at least five (5) staff members of the awarded offeror's team must be on site to assist ASMI staff and co-exhibitors and with any adjustments required,
 - the awarded offeror's staff must be bi-lingual and be able to communicate in both English and Spanish, or there must be at least one team member that can assist them in communicating,

- during show days, at least one person from the awarded offeror’s staff must be available on demand to assist with any issues that may arise, including contacting other contractors such as electricians or maintenance staff,
 - on the last day of the show (May 8, 2025) at 3:00 p.m., one hour before break-up/dismantle time starts, ASMI expects at least three (3) of the awarded offeror’s staff members to be onsite to assist co-exhibitors or ASMI staff if needed.
9. Since company demand for booth and table space is expected to again require the construction of a second story “business lounge” in stand 5C401, offerors must provide at least one design proposal featuring a two-story structure in stand 5C401 (ASMI Center of Operations plus a second story “business lounge”, see Appendix 4 for reference).
- An option without a second story “business lounge” will be of interest for other smaller trade shows.
10. Offerors must provide at least one design proposal for the Alaska Seafood Pavilion that includes a large LED screen (in SEG 2024 the materials were rented, installed and disassembled by the awarded stand builder). In past editions of SEG, including 2024, the 2.5 m.(h) x 4.5 m (w) LED screen has been a feature of the Alaska Seafood Pavilion that ASMI’s stakeholders appreciate. The location of the screen (stand number and side it would be placed on) is left at offerors’ discretion,
11. Offerors must provide the following electrical and water installations:
- a. Stand 5C401
 - i. sufficient daily and 24-hour electrical supply for LED screen (9.9 kW depending on size), 1 freezer display (1.7 kW) and 2 refrigerated displays (1.7 kW each), 4 refrigerators (700 W each), oven (3.1 kW), induction plate (3.1 kW), espresso machine (3.3 kW), beer tap (400 W), water dispenser (400 W), and lighting and electrical outlets,
 - ii. 3 water and drain connections for sink, espresso machine, and water dispenser.
 - b. Stand 5A201
 - i. Sufficient daily and 24-hour electrical supply for 1 freezer display (1.44 kW) and lighting and electrical outlets.
 - c. Stand 5B201
 - i. Sufficient daily and 24-hour electrical supply for 2 freezer displays (1.44 kW each) and lighting and electrical outlets.
 - d. Stand 5B301
 - i. Sufficient daily and 24-hour electrical supply for 3 freezer displays (1.44 kW each), 1 refrigerator (460 W), 1 induction plate (2.0 kW) and lighting and electrical outlets.

12. Offerors must include pavilion cleaning services in their proposal:
 - initial cleaning of booth Sunday night or early Monday morning in preparation for arrival of co-exhibitors,
 - Monday night removal of plastic carpet protection and general cleaning of the entire Alaska Seafood Pavilion except for locked meeting rooms,
 - Tuesday morning removal of plastic carpet protection from meeting rooms and general cleaning,
 - Tuesday through Thursday: two (20 cleaning staff on duty to clean surfaces, display case windows, floors, and waste bins.

13. Offerors must present a future communication plan with co-exhibitors:
 - the awarded offeror will begin communicating with confirmed co-exhibitors upon contract start until May 2024, after show completion, addressing their individual requirements:
 - booth or company table design,
 - additional booth furnishings,
 - booth or company table 3D mockups,
 - review and adapt images and logos provided by co-exhibitors for their booth or company tables,
 - support in interactions with show venue, organizers and other suppliers involved in pavilion build.

14. If the offeror opts for presenting a proposal(s) that includes usage of the reusable two-story structure and materials belonging to ASMI and currently stored in Spain, they are required to include storage and maintenance services for these materials in their offer.

15. Offerors must provide storage services for the other items currently in storage in Spain that are property of returning co-exhibitors in their offer.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately **LATE JANUARY** through June 30, 2025 with up to two (2) one-year renewal options.

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 work with the awarded offeror on a payment schedule acceptable for both parties. The state will only complete the last payment in the payment schedule after the show is complete and all the deliverables are received, and the contract is completed and 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 **IN BARCELONA, SPAIN**.

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 Spain.

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 \$35,000), the offeror needs to adhere to the federal 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, 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 EXPERIENCE AND QUALIFICATIONS

Offerors must provide documentation on their experience and qualifications for stand building for other large trade shows. This may include identifying the project team involved and examples of other similar projects.

SEC. 4.04 PAVILION DESIGN

Offerors must provide a plan based on the specifications in Section 3.01 Scope of Work for review.

SEC. 4.05 VALUE OF PROPOSAL

Based on the requirements of this RFP, offerors are to provide a detailed cost proposal outlining construction material costs.

SEC. 4.06 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 EXPERIENCE AND QUALIFICATIONS (400 POINTS)

Proposals will be evaluated against the questions set out below:

- 1) Does the company have experience on similar projects/contracts?

SEC. 5.02 PAVILION DESIGN (300 POINTS)

Proposals will be evaluated against the questions set out below:

- 1) How cohesive and useful is the proposed design, does it depict a logical approach to fulfilling the requirements of this RFP?
- 2) How creative is the design?
- 3) How well does the communications plan meet the objectives set out in this RFP?
- 4) Does the design incorporate all necessary elements included in this RFP and does it go above and beyond?
- 5) How well does the offeror incorporate an optional upstairs lounge and the optional usage of ASMI's reusable two-story structure and materials?

SEC. 5.03 VALUE OF PROPOSAL (250 POINTS)

- 1) *Does the proposal provide a cost estimate that encompasses all items in the scope of work and are the costs reasonable for the materials used?*
- 2) *Does the proposal show future cost savings after certain elements are produced? If so, how significant are the savings?*
- 3) *Is the design of the pavilion high quality? Specifically, does it reflect:*
 - A. Creativity
 - B. Alaska branding and messaging
 - C. Good craftsmanship/materials

SEC. 5.04 ALASKA OFFEROR PREFERENCE (50 POINTS)

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

Prior to 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, ASMI committee members or ASMI contractors, 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 contract 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.