

Alaska Seafood Marketing Institute  
Department of Commerce, Community and Economic Development  
State of Alaska  
311 N. Franklin St., Suite 200  
Juneau, Alaska 99801

Request for Proposals ( RFP)

For: Domestic Marketing Advertising Agency  
(Special Project)

Date of Issue: November 5, 2013

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## General Information

1. **Purpose of the Request For Proposal (RFP):** The Alaska Seafood Marketing Institute (ASMI) is soliciting detailed proposals for an advertising agency for a special project in the domestic USA.
2. **Other Licenses and Registrations Requirement:** All proposers, including subcontractors, are required to hold any and all necessary applicable professional licenses and registrations required by Alaska Statute. Proof of professional licenses is required with the proposal. Obtaining and ensuring compliance to all professional license and registration requirements is the complete responsibility of the proposer.
3. **Minimum Requirements:** Every proposer to this RFP must meet the following minimum requirements to be considered:
  - a) The proposer must identify their qualifications via:
    - Name
    - Title
    - Hourly Rate
    - Bio of Marketing Industry PR/Advertising Experience by channel
    - Years of Marketing Industry PR/Advertising Experience
    - Estimated percentage of time to be spent what capacity/channel.
  - b) The proposer must list the percentage of work that will be conducted through subcontractors for all ASMI work.
  - c) There is a preference for proposers who meet the Alaskan Bidder's Preference Statute AS 36.30.170(B).
4. **Conflict of Interest and Restrictions:** If any proposer, proposer's employee, joint venture, subcontractor, or any individual working on the proposed contract may have a possible conflict of interest that may affect the objectivity, analysis, and/or performance of the contract, it shall be declared in writing and submitted to ASMI within ten days of issuance of this RFP. ASMI shall determine in writing if the conflict is significant and material and if so, may eliminate the proposer from submitting a proposal. ASMI generally views a current and/or ongoing relationship with other seafood production entities such as the Norwegian or Chilean salmon farmers as a potential conflict of interest. Proponents are encouraged to contact ASMI regarding any concerns or questions regarding the conflict of interest issue.
5. **ASMI and Contact Person:** Any information required or questions regarding this RFP should be addressed and/or delivered to:

Alaska Seafood Marketing Institute  
311 N. Franklin St., Suite 200  
Juneau, AK 99801

Attention: **Naresh Shrestha, Admin/Fiscal Officer**

Phone Number: (907) 465-5570  
Fax Number: (907) 465-5572  
E-mail: [NShrestha@alaskaseafood.org](mailto:NShrestha@alaskaseafood.org)
6. **Deadline for Receipt of Proposals:** Proposals may be mailed or hand delivered, as long **10** copies are physically received by ASMI no later than **5:00pm ADT Friday, November 15, 2013, Emailed proposals are encouraged because of the expediency of this project.** Failure to meet the deadline will result in disqualification of the proposal without review.

Proposals are to be delivered to the address referenced above in item number 5.

Confidential: Do Not Open Until **5:00pm, ADT, Friday, November 15, 2013**  
Proposal For: Domestic Special Project

ASMI assumes no responsibility or liability for the transmission, delay, or delivery of RFP materials, packages or applications by either public or private carriers.

7. **Proposers Review and Substantive Questions:** Proposers should carefully review this RFP for errors, questionable or objectionable materials, and items requiring clarification. Proposers shall put these comments and/or questions in writing and submit them to ASMI's contact person at least three days before the due date of proposals. This will allow time for an addendum to the RFP to be issued, if required, to all recipients of the initial RFP.
8. **Proposers Review and Directional Questions:** If questions received involve no more than directing the questioner to a specific section of the RFP, questions may be responded to verbally, and do not require a written addendum.
9. **Addendum to the RFP:** ASMI reserves the right to issue written addendums to revise or clarify the RFP, respond to questions, and/or extend or shorten the due date of proposals.
10. **Preproposal Conference:** A preproposal conference will not be held unless extensive questions arise regarding the RFP.
11. **Cancellation of the RFP:** ASMI retains the right to cancel the RFP process if it is in its best interest. ASMI shall not be responsible for costs incurred by proposers for proposal preparation.
12. **Proposal Withdrawal and Correction:** A proposal may be corrected or withdrawn by a written request received prior to the date of opening proposals.
13. **Discussion with Responsible Offerors:** As determined by the evaluation process, proposers reasonably susceptible of award may be offered the opportunity to discuss their proposal with the procurement officer or evaluation committee and the proposal may be adjusted as a result of the discussion.
14. **Multiple Proposals:** ASMI shall not accept multiple proposals from the same proposer.
15. **Disclosure of Proposal Contents:** A proposal's content shall not be disclosed to other proposers until after the Notice of Intent to Award is issued. Upon issuance, the proposals become public information except for trade secrets or other proprietary data deemed confidential by both the proposer and ASMI.
16. **Retention of Proposals:** All proposals and other material submitted become ASMI's property and may be returned only at ASMI's option.
17. **Cost of Proposal Preparation:** Any and all costs incurred by proposers in preparing and submitting a proposal are the proposer's responsibility and shall not be charged to ASMI or reflected as an expense of the resulting contract.
18. **Solicitation/Advertising:** The RFP has been advertised in the internet based media and/or letters issued to prospective proposers on ASMI's vendor list.
19. **Alternative Form:** If an alternative form of the RFP is required, notify the contact person previously identified or if using a telecommunications device for the deaf (TDD), please contact ASMI at (907) 465-5437 and leave a message.
20. **Media Announcements:** Any and all media announcements pertaining to this RFP require ASMI's prior written approval.
21. **Other Governmental Requirements:** It is the responsibility of the proposer to indicate within their proposal the applicability of any other federal, state, municipal, or other governmental statutes, regulations, ordinances, acts, and/or requirements. The successful contractor and any/all subcontractors will be required to comply with federal laws and regulations specific to the expenditures funding this project. This may include, and may not be limited to:
  - a) 15 CFR Part 26, subparts A – E, Government Debarment and Suspension
  - b) 15 CFR Part 28, New Restrictions on Lobbying
  - c) Form CD-512, Certifications Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion
  - d) Form SF-LLL, Disclosure of Lobbying Activities

22. **RFP is not a Contract:** This RFP does not obligate ASMI or the selected proposer until a contract is signed and approved by both parties. If approved, it is effective from the date of final approval by the Executive Director of the Alaska Seafood Marketing Institute. ASMI shall not be responsible for work done, even in good faith, prior to final approval of the proposed contract.
23. **Standard Terms and Conditions:** The successful proposer is expected to comply with the contractual terms and conditions attached to this RFP and titled:
- 23.1 Standard Agreement Form
  - 23.2 Appendix A – General Provisions
  - 23.3 Appendix B1 – Indemnity and Insurance or B2 – Indemnity and Professional Insurance
  - 23.4 Appendix C – Scope of Services
  - 23.5 Appendix D – Financial Considerations
- All of the terms and conditions may not be applicable to this proposed contract. If there is a conflict between the standard terms and conditions and this RFP, the RFP supersedes until an actual contract exists.
24. **Concerns with Standard Terms and Conditions:** If a proposer has concerns with the Standard Terms and Conditions, they should put their comments and/or questions in writing and submit them to ASMI’s contact person at least ten days before the due date of proposals. This will allow time for an addendum to the RFP to be issued, if required, to all recipients of the initial RFP. ASMI reserves the right to not award or cancel the award of the contract to a proposer who will not agree to all the standard terms and conditions.
25. **Performance Bonds and/or Surety Deposits:** ASMI reserves the right to require a performance bond or surety deposit to assure the contractor’s performance of all contract terms and conditions.
26. **Liquidated Damages:** ASMI reserves the right to require liquidated damages to assure the contractor’s performance of all contract terms and conditions.
27. **Additional Terms and Conditions:** ASMI reserves the right to include additional terms and conditions during contract negotiations. However, these terms and conditions must be within the scope of the original RFP and will be limited to price, clarification, definition, and administrative and legal requirements.
28. **Contract Negotiations:** Upon completion of the evaluation process, contract negotiations will commence. If the selected proposer fails to provide the necessary information for negotiations in a timely manner, negotiate in good faith, or cannot perform the contract within the amount of funds available for the project and/or as proposed, ASMI may terminate negotiations and negotiate with the next highest ranked proposer, or terminate award of the contract. ASMI shall not be responsible for costs incurred by the proposer resulting from contract negotiations.
29. **Estimated Time Frame:** This schedule is for informational purposes only, actual number of days/dates may vary depending on the response to this RFP.

Step	Estimated Date (s)
RFP Release/Available date	November 5, 2013
Significant questions received no later than three (3) days before the proposal submission deadline. Questions may prompt the issuance of an Addendum(s) to all who requested the initial RFP.	November 11, 2013
Deadline for submissions	November 15, 2013
Evaluation of RFP	November 19, 2013
Intent to Award	November 20, 2013

Protest period

November 21-27, 2013

Contract begins

November 29, 2013

### **Historical Information Pertinent to the Proposed Contract**

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 continuing building the identity of Alaska Seafood as a brand.
2. **ASMI's Authority:** The Alaska Seafood Marketing Institute (ASMI) was established by the Alaska State Legislature in 1981 as a public corporation ( AS 16.51.010) within the Department of Commerce, Community and Economic Development ( DCCED). 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 seafood.

ASMI is governed by a seven member Board of Directors, appointed by the governor of Alaska. The board consists of five processors and two fishers. Five standing committees provide ASMI's board and staff with input and promotional direction. Staff is located in two offices: Juneau, Alaska, which is the administrative and International program headquarters, and Seattle, Washington, which is the domestic marketing headquarters.

### **Current situation:**

#### **ASMI Mission: Protect the Alaska brand value/origin and be perceived as highest value seafood in the world.**

Several specific industry conditions are addressed by ASMI and include:

- 1- In regards to labeling of the supply chain of globally traded seafood products, the current ENGO (Environmental, Non-Government Organization) movement has had an increasingly negative impact.
- 2- What ENGOS weren't able to achieve in the transparent and public engagement governance process, they now attempt to achieve through marketplace pressure and there is significant pressure on retailers and operators to source seafood from ENGO-sponsored 3<sup>rd</sup> party certifications (MSC).
- 3- ENGOS are positioning themselves as the final arbiter of what products the global seafood industry takes to market.
- 4- These ENGO-sponsored 3<sup>rd</sup> party certification schemes have resulted in a negative impact on the cost of goods. They neglect to recognize the roles of government in science- based fisheries management. It has become readily apparent that these ENGOS are working in conjunction with one another to recognize a limited number of certification schemes, and that they maintain a sole objective of controlling market access. They fail to recognize accredited, independent, third party certifications of high-performing fisheries, while awarding low-performing fisheries access to their label and the market. They actively misrepresent and detract from the scientific foundation and structure of any certification scheme that is not within in their direct control.
- 5- In response, environmental non-government organizations (ENGOS) have developed 'voluntary' certification standards that provide developed world consumers with ways to identify products that embody certain non-price values. Certifications schemes are designed to use the power of the market to embody certain values about the harvesting/production of the product to consumers. To secure certification, products must meet certain science based, environmental, social or economic standards in their harvesting/production, and not be mixed with products through their supply chain as they make their way to consumers.
- 6- Alaska fisheries management is far superior than the management of many fisheries with MSC certification (e.g. Russian pollock)

### **Scope of Work Pertinent to the Proposed Contract**

1. **Location of Work:** All work shall be performed, completed, and managed at the location of the selected proposer's firm(s) and/or approved subcontractor(s) firm(s).
2. **Term of Proposed Contract:** ASMI anticipates that the successful proponent would be awarded up to a four (4) month contract (through period ending March 30, 2014).
3. **General Responsibility:** ASMI is soliciting detailed proposals for a professional communications agency for a special project in its domestic marketing program. The successful bidder must demonstrate proven capabilities, expertise and an integrated program for a special project to address current market situation, with a budget of \$500,000 to be spent in Q1 of 2014.
  - Consumer Advertising and Media – TV, Radio/Broadcast, Print, Online
  - Consumer Public Relations – TV, Radio/Broadcast, Print, Online, Events,  
Within each one of these channels, the following expertise must be demonstrated:
    - Brand messaging expertise
    - Strategic planning expertise
    - Tactical execution experience
    - Food experience preferred
    - Government agency/commodity board experience
4. **Specific Responsibility:** In performing and accomplishing the general scope of services, the Agency will work in cooperation with ASMI's Executive Director, domestic Marketing Directors, Technical Director and PR Communications Director and other designated staff. Specific elements include but by no means are limited to:
  - 4.1 Strategic planning.
  - 4.2 Generate and produce creative concepts.
  - 4.3 Develop and write creative copy.
  - 4.4 Plan, buy, place and traffic paid media.
  - 4.5 Copyright any and all creative work commissioned by ASMI.
  - 4.6 Develop cooperative positive promotional opportunities for all segments of the seafood industry.
  - 4.7 Develop strategy to maintain unrestricted market access for all Alaska producers without an ENGO-driven eco-label.
  - 4.8 Convince seafood buyers, trade and consumers that Alaska salmon and all of Alaska seafood is the model of sustainability regardless of eco-labels.
  - 4.9 Urge Elected officials, policy makers to ensure market access is not blocked for responsible fisheries that demonstrate conformity to the FAO Code.
  - 4.10 Target messaging to these markets: New York, Washington DC, Seattle and Alaska.
5. **Activity Reports:** Monthly activity reports of the contractor's activities on the client's behalf.
6. **Contractor's Compensation:** Compensation to the contractor shall be based on the total budget of \$ 500 k shall include Retainer and all other related expenses.
7. **Joint Ventures:** Joint venturing may be allowed contingent in the spirit of the evaluation of the applications.
8. **Subcontractors:** Subcontracting shall be allowed. If subcontracting is proposed by the proposer, the information as discussed in the "Proposal Content and Requirements" section of the RFP is required.



## **Proposal Content and Requirements**

**Proposal Format:** Submit **ten (10)** copies of the proposal. Proposals should be bound, printed on both sides of the paper when possible and organized according to the following outline. **Emailed proposals are encouraged because of the expediency of this project.**

1. **Table of Contents** with page numbers and pages numbered throughout the proposal.
2. **Standardized Agency New Business Questionnaire:** Brief introduction which includes:
  - 2.1 The proposer's name, address, internet URL, telephone and fax numbers. Include name, title, and email address of the individual who will serve as agency's primary contact;
  - 2.2 Describe agency's ownership;
  - 2.3 List full-service U.S. agency offices/addresses, leading with the office that would service this account;
  - 2.4 List top 5 clients and the scope of work;
  - 2.5 Provide brief biographies of key management executives in responding office including key account contact and anyone else assigned to the account.;
  - 2.6 Statement that indicates the proposal is valid for at least 120 days from the proposal submission deadline;
  - 2.7 Statement that the signatory has authority to bind the proposer; and signature of authorized individual.
3. **Minimum Requirements:** Provide a detailed and precise discussion, including examples and/or documentation, of meeting each Minimum Requirement established in the "General Information" section of this RFP. Limit discussion to the meeting of the Minimum Requirements.
4. **Conflict of Interest and Restrictions:** Provide a statement that no conflicts of interest exist or state that there were potential conflicts, they were declared in writing to ASMI, and ASMI found either no conflict existed, and/or the conflict was not significant and/or the conflict could be mitigated. Include a copy of ASMI's response.
5. **Strategic Approach:** Describe the process and methods your agency employs to develop effective marketing communications.
6. **Agency's Relevant Experience and References:** Provide a detailed discussion of:
  - 6.1 The agency's relevant experience, qualifications, awards, and recognitions received in particular for domestic industry projects, or for other similar services.
  - 6.2 In no more than two (2) pages, describe how your agency is ideally suited to address the challenges and opportunities ahead for the ASMI domestic programs.
  - 6.3 Provide a list of references. All clients referenced should include a complete address, contact name, telephone number and email address.
  - 6.4 List participation and representation in industry organizations.
7. **Other Information:** A proposer may include other selected pertinent materials that directly pertain to this RFP and the proposal. **These materials will not be returned.**
8. **Price of Proposal:** Based on the requirements of this RFP and the proposer's proposal, proposers are to provide a detailed cost proposal reflecting the following:
  - 8.1 **Monthly Retainer:** Proposed "base service fee" associated with servicing ASMI's domestic account.
  - 8.2 **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."

9. **Subcontractors List:** 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.
10. **Other Licenses and Registrations:** Proof of any other licenses and/or registrations as required by this RFP.

### **Review of Proposals**

1. **Responsiveness:** Prior to evaluation, each proposal shall be reviewed to determine whether or not it is responsive. Nonresponsive proposals shall be eliminated and will not be evaluated. Factors that may result in a proposal being declared nonresponsive are:
  - 1.1 Not meeting other licenses and registrations if required.
  - 1.2 Not providing evidence of meeting the Minimum Requirements.
  - 1.3 Substantive and material conflicts of interest which were not declared and/or were declared and determined to be significant enough that ASMI requested the potential proposer not submit a proposal.
  - 1.4 Substantive and material noncompliance to requirements of the RFP proposal submission guideline.
  - 1.5 Not providing a cost proposal as outlined in the Proposal Content and Requirements section of the RFP.
2. **Evaluation Process:** An evaluation committee consisting of Alaska industry members and ASMI staff shall evaluate responsive written proposals. Each member of the evaluation committee shall independently evaluate each proposal. The evaluation will be based on the evaluation factors and values stated in this RFP. Discussions, presentations, and/or site inspections, if held, may result in individual evaluation committee members changing their scores. Evaluation factors not specified in this RFP shall not be considered.
3. **Evaluation Factors:** The evaluation factors and the value of each are:
 

Agency’s Experience and References	15
Management and Key Personnel	30
Proponent’s Qualifications	40
Price of Retainer & Other Related Costs (RORC)	<u>15</u>
Maximum Possible Points	100
4. **Cost Evaluation Formula:** The proposal with the lowest RORC shall receive the maximum points. The points allocated to each of the higher priced proposals (RORC) shall be determined using the following formula:
 
$$\frac{(\text{Price of Lowest RORC}) \times (\text{Maximum Allowable Points for Price})}{\text{Price of the Higher Priced Proposal(RORC)}} = \text{Points}$$
5. **Discussions:** As determined by the evaluation process, proposers reasonably susceptible of award may be offered the opportunity to discuss their proposal with the evaluation committee and the proposal may be adjusted as a result of the discussion. Proposers may also be allowed to submit a best and final proposal as a result of the discussion.
6. **Site Inspections:** ASMI reserves the right to require a site inspection. Site inspections may be required of all proposers or limited to those that, as determined by the evaluation process, are reasonably susceptible of award. If so afforded, proposers will be notified in advance. If the entire evaluation committee cannot be present, those present must submit a report of findings to the remainder of the committee.
7. **Notice of Intent to Award:** After completion of the evaluation process, ASMI will issue a Notice of Intent to Award containing the names and addresses of all proposers and the intended recipient of the contract to all proposers.
8. **Informal Debriefing:** Any proposer may request and receive an informal debriefing after the Notice of Intent to Award is mailed out. The debriefing shall be limited to the offeror’s proposal, concentrating on the areas considered deficient or inferior. The merits of other proposals will not be discussed.

Attachments

1. Standard Agreement Form
2. Appendix A
3. Appendix B1
4. Appendix C
5. Appendix D

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