

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

Date of Issue: January 29, 2010

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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 a full-service advertising agency for its domestic marketing and technical programs. There is a preference for proposers who meet the Alaskan Bidder's Preference Statute AS 36.30.170(B).
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:** Respondents to this RFP must provide the following information to be considered:
 - a) For each of the staff members designated to service ASMI account, the proposer must identify their qualifications via:
 - 3.1 Name
 - 3.2 Title
 - 3.3 Hourly Rate
 - 3.4 Bio of Marketing Industry Experience by channel
 - 3.5 Years of Marketing Industry Experience
 - 3.6 Estimated percentage of time to be spent on ASMI and in what capacity/channel (retail, foodservice, consumer, technical etc.)
 - 3.7 Other accounts currently working on and percentage of time spent on those accounts while servicing ASMI account
 - b) The proposer must list the percentage of work that will be conducted through subcontractors for all ASMI Account Service and Public Relations work.
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 along with the proposal. 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

6. **Deadline for Receipt of Proposals:** Ten (10) copies of the proposal must be received by mail or hand delivered to ASMI no later than 5 PM Alaska time Friday, March 12 2010. Faxed and/or emailed proposals are not acceptable. 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. So that they are not mistakenly opened early, either the outer or inner envelope should also contain the following:

Confidential: Do Not Open Until **5:00pm, Alaska Time, Friday, March 12 2010** ,
Proposal For: Domestic Advertising Agency

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 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.
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. 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. **State of Alaska Standard Terms and Conditions:** The successful proposer is expected to comply with the contractual terms and conditions listed below when the contract is signed :
- 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. 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 as applicable to this contract.
24. **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.
25. **Liquidated Damages:** ASMI reserves the right to require liquidated damages to assure the contractor’s performance of all contract terms and conditions.
26. **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.
27. **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.
28. **Estimated Time Frame:** This schedule is for informational purposes only, actual number of days/dates may vary depending on the response to this RFP.

RFP timeline			
<i>Phases</i>	<i>Step</i>	<i>Dates</i>	<i>day</i>
A.	Develop RFP	Jan	
B	Advertisements/RFP available	1/29/10	1
C	Responses to significant questions	2/10/10	12
D	Deadline for submitting proposals	3/12/10	42
E	Evaluation of Proposals Phase I	4/6/10	67
F	Notices to Finalist	4/12/10	73
G	Protest period deadline	4/23/10	84
H	Finalist Presentation Phase II	6/3/10	125
I	Notice of Award	6/9/10	131
J	Contract Start	7/1/10	153

in Seattle venue TBD

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Historical Information Pertinent to the Proposed Contract

1. **ASMI's Mission:** The Alaska Seafood Marketing Institute is a marketing organization with the mission of increasing the economic value of the Alaska seafood resource through:
 - Increasing positive awareness of the Alaska Seafood brand
 - Collaborative marketing programs that align ASMI and industry marketing efforts for maximum impact within the food industry
 - Long-term proactive marketing planning
 - Quality assurance, technical industry analysis, education, advocacy and research
 - Prudent, efficient fiscal management

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.

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.

Current Program: ASMI's FY2011 budget for its domestic marketing program is approximately \$6 million dollars. The domestic program employs its monies by developing and executing "generic" marketing and promotional programs in the continental U.S. markets. All marketing plans and budgets are adopted and approved annually by ASMI's Board of Directors.

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 a twelve (12) month contract (through period ending June 30, 2011) with up to two (2) three-year renewal options.
3. **Responsibilities:** ASMI is soliciting detailed proposals for a full-service communications agency for its domestic marketing program. The successful bidder must demonstrate proven capabilities, expertise and an integrated program for at least one brand/client across the following channels:
 - 3.1 Consumer Advertising and Media – TV, Radio, Print, Online
 - 3.2 Consumer Public Relations – TV, Radio, Print, Online, Events, Media Tours
 - 3.3 Foodservice Public Relations and Communications
 - 3.4 Retail Public Relations and Communications
 - 3.5 Technical Communications
 - 3.6 Industry communications

Within each one of these channels, the following expertise must be demonstrated:

- Food industry expertise
- Strategic planning expertise
- Tactical execution experience
- Seafood experience
- Government agency/commodity board experience

4 **Activity Reports:** Monthly and/or quarterly written activity reports of the contractor’s activities on the client’s behalf.

5 **Contractor’s Compensation:** Compensation to the contractor shall be based on:

5.1 **Monthly Retainer:** Negotiated “base service fee” associated with servicing ASMI’s domestic marketing programs.

5.2 **Direct Expenses:** Reimbursement by ASMI of direct expenses, as identified in the contractor’s proposal, and actually incurred by the contractor in performance of the contract. There shall be no markup or increase to direct expenses and any discounts received by the contractor shall be passed on to ASMI.

Direct expenses vary, depending on the nature of the proposed contract. Some typical examples of direct expenses are long distance telephone calls, faxes, postage, printing, reproduction, and specific travel.

5.3 **Services Fees:** Payment by ASMI for time spent by the contractor in performance of the contract. This includes but is not limited to daily and hourly fees and/or rates for individuals as identified in the contractor’s proposal.

5.4 **Other Fees and/or Rates:** Payment by ASMI for other services based on specific fees and/or rates identified in the contractor’s proposal. This would include “commissionable expenses”.

5.5 **Indirect Expenses:** Indirect expenses, indirect rates, and/or a markup of direct expenses are not allowable or reimbursable under the proposed contract.

Indirect expenses vary depending on the nature of the proposed contract. Some typical examples of indirect expenses are payroll and travel for administrative personnel, office space, equipment, local telephone, and insurance.

6 **Joint Ventures:** Joint venturing may be allowed contingent in the spirit of the evaluation of the applications.

7 **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 bound, double sided of the proposal according to the following outline.

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 10 clients and the scope of work;
 - 2.5 List responding office’s current clients, indicating each client’s tenure with agency;
 - 2.6 List accounts responding office has gained over the past two (2) years. Provide comment on why agency was chosen for these accounts;
 - 2.7 List accounts responding office has lost or resigned over the past two (2) years. Provide comment on why agency lost or resigned these accounts;
 - 2.8 List billings for the past three (3) years, including an estimate for the current year, for agency office that would service the ASMI account;
 - 2.9 List total billings for fee and media for the past three (3) years, including an estimate for the current year;
 - 2.10 Identify the number of clients the responding office handles in the following billing ranges:
 - Under \$100,000 \$1,000,000-2,000,000

- 8.3 **Service Fees:** Identify any daily and hourly fees and/or rates for all key personnel and any other staff identified and/or associated with the performance of the proposed contract.
- 8.4 **Other Fees and/or Rates:** Identify any other specific fees, rates, or compensation methods to be used in the performance of the proposed contract. Specifically identify all commissionable expense (s) and mark up rates.

Review of Proposals

- 1. **Non-Responsive Proposal:** Prior to evaluation, each proposal shall be reviewed to determine whether or not it is responsive. 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.

Non-responsive proposals shall be eliminated and will not be evaluated.

- 2. **Phase I Evaluation Process:** An evaluation committee consisting of Alaska industry members and ASMI staff shall evaluate responsive 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. **Phase I Evaluation Factors:** The evaluation factors and the value of each are:

Agency’s Experience and References	15
Management and Key Personnel	30
Qualifications	40
Cost	<u>15</u>
Maximum Phase I Possible Points	100

- 4. **Cost Evaluation Formula:** The proposal with the lowest price shall receive the maximum 15 cost points. The points allocated to each of the higher priced proposals shall be determined using the following formula:

$$\frac{(\text{Price of Lowest Cost Proposal}) \times (\text{Maximum Allowable Points for Price})}{\text{Price of the Higher Priced Proposal}} = \text{Points}$$

- 5. **Phase II Oral Presentations:** ASMI will require an oral presentation from the finalists as determined by the Phase I Evaluation Process. Finalists will be notified in writing and instructed to prepare an oral capabilities presentation. This presentation will be made to the evaluation committee on June 3, 2010. The Phase II presentations will be in Seattle, WA. It is anticipated that a total of up to two hours will be allocated to each finalist. Time frames will be strictly enforced. The entire evaluation committee will be present for oral presentations. All costs associated with an oral presentation shall be borne by the proposer.

- 6. **Phase II Evaluation Factors:** The evaluation factors and value of each are:

Overall Quality and Professionalism in Oral Presentation	20
Quality and Originality of Presentation Materials	15
Staff Qualifications, Poise and Ability to Respond to Questions	25
Applicability and Fit with ASMI marketing Programs	30
Cost formula from Phase I for finalists	<u>10</u>
Maximum Phase II Possible Points	100

7. **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. All costs associated with the site inspection shall be borne by ASMI.
 8. **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.
 9. **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.
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