

STATE OF ALASKA REQUEST FOR PROPOSALS



MERCHANDISING, MARKETING, AND DISTRIBUTION SERVICES OF ALASKA GROWN LOGO
PRODUCTS

RFP 2022 1000 5148

ISSUED APRIL 18, 2022

THE DEPARTMENT OF NATURAL RESOURCES, DIVISION OF AGRICULTURE IS SOLICITING
PROPOSALS FOR MERCHANDISING, MARKETING, AND DISTRIBUTION SERVICES OF ALASKA
GROWN PRODUCTS.

ISSUED BY:

DEPARTMENT OF NATURAL RESOURCES
DIVISION OF AGRICULTURE

PRIMARY CONTACT:

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PROCUREMENT OFFICER

DAVID.BAKER@ALASKA.GOV

(907) 269-0998

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

IMPORTANT NOTICE: IF YOU RECEIVED THIS SOLICITATION FROM THE STATE OF ALASKA'S "ONLINE PUBLIC NOTICE" WEB SITE, YOU MUST REGISTER WITH THE PROCUREMENT OFFICER LISTED IN THIS DOCUMENT TO RECEIVE NOTIFICATION OF SUBSEQUENT AMENDMENTS. FAILURE TO CONTACT THE PROCUREMENT OFFICER MAY RESULT IN THE REJECTION OF YOUR OFFER.

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Department of Natural Resources, Division of Agriculture (DoAg), is soliciting proposals for a qualified contractor to provide merchandising, marketing, and distribution services of Alaska Grown Products. A more detailed description including scope of work is provided in Section 3 Scope of Work and Contract Information.

SEC. 1.02 BUDGET

A contract resulting from this RFP will be a no cost to the State of Alaska contract. The Department of Natural Resources, Division of Agriculture has no funds available for this contract. The selected contractor will pay the State an agreed percentage of gross sales for merchandise sold or marketed through the contract resulting from this RFP. The State desires a minimum of 15% of gross sales for a contract resulting from this RFP. Proposals less than 15% of gross sales will be considered non-responsive and will be rejected by the State. Offerors should review Section 3 of this RFP for more information on scope of work. Proposals requiring expenditure of State funds will be considered non-responsive and will be rejected.

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **2:00 PM prevailing Alaska Time on May 9, 2022**. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.04 PRIOR EXPERIENCE

Offerors submitting a proposal in response to this RFP must be an established company that is in the business of purchasing and marketing promotional merchandise. For offers to be considered responsive, offerors must have a minimum of three years' experience purchasing, marketing and distributing promotional merchandise. Offerors should highlight their experience in purchasing, distributing, and marketing promotional items and merchandise, preferably within the State of Alaska.

SEC. 1.05 REQUIRED REVIEW

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

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

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

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

The deadline for submission of questions is **2:00PM prevailing Alaska Time on April 29, 2022.**

PROCUREMENT OFFICER: [David Baker](#) – PHONE 907-269-0998 - TDD 907-269-8411 – Email: david.baker@alaska.gov

SEC. 1.07 RETURN INSTRUCTIONS

If submitting a proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to david.baker@alaska.gov as separate, clearly labeled attachments, such as “Vendor A – Technical Proposal.pdf” and “Vendor A – Cost Proposal.pdf” (Vendor A is the name of the offeror). The email must contain the RFP number in the subject line.

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

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

If submitting proposals using U.S. mail, or delivery service, offerors must submit one hard copy of their proposal, in writing, to the procurement officer in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

Department of Natural Resources
Procurement Section
Attention: [David N. Baker](#)
Request for Proposal (RFP) Number: 2022 1000 5148
RFP Title: Merchandising, Marketing, and Distribution Services of Alaska Grown Logo Products
550 West 7th Avenue, Suite 1330
Anchorage, Alaska 99501

It is the offeror’s responsibility to contact the issuing agency at (907) 269–0998 to confirm that the proposal has been received. The State is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.08 ENROLLMENT IN IRIS

Offerors will be required to be enrolled in the State of Alaska’s Integrated Resource Information System (IRIS) database prior to award of a contract resulting from this RFP. Enrollment can be done online at the following link: <https://iris-vss.alaska.gov/webapp/PRDVSS1X1/AltSelfService>. Offerors who are not enrolled prior to award of a contract will be notified by DNR Procurement. Failure of an offeror to enroll in the IRIS database will delay award of the contract and may delay issuance of contract work.

SEC. 1.09 PROPOSAL CONTENTS

The following information must be included in all proposals.

(a) AUTHORIZED SIGNATURE

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

(b) OFFEROR'S CERTIFICATION

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

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- E. all terms and conditions set out in this RFP;
- F. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- G. that the offers will remain open and valid for at least 90 days.

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

(c) VENDOR TAX ID

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

(d) CONFLICT OF INTEREST

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

(e) FEDERAL REQUIREMENTS

The offeror must identify all known federal requirements that apply to the proposal, the evaluation, or the contract.

SEC. 1.10 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. 1.11 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. 1.12 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. 1.13 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 April 18, 2022,
- Deadline for Submission of Questions April 29, 2022,
- Deadline for Receipt of Proposals May 9, 2022 2:00 PM prevailing Alaska Standard Time
- **Anticipated** Proposal Evaluation Committee complete evaluation by week of May 16, 2022,
- **Anticipated** State of Alaska issues Notice of Intent to Award a Contract week of May 16, 2022,
- **Anticipated** State of Alaska issues contract week of May 23, 2022,
- **Anticipated** Contract start June 1, 2022.

This RFP does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Commissioner of the Department of Natural Resources, or the Commissioner's designee. 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. 1.14 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. 1.15 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

DoAg Mission and Vision

Mission: The DoAg promotes and encourages development of an agriculture industry in the State of Alaska. The Alaska Grown label is a trademark that exists to support this mission and to provide recognition of Alaska Grown agricultural products, both for the quality of our agricultural products but also an accepted Country of Origin Label recognized by the United States Department of Agriculture (USDA).

Vision: The DoAg envisions growth of Alaska’s agricultural industry to provide economic opportunity to Alaskan farmers and ranchers locally, nationally, and internationally. We support the protection and sustainability of agricultural resources to achieve this goal. With this, we can supply healthy, fresh, affordable nutrition that will provide Alaskans with food security, provide income for our producers, and protect our natural resources.

History: In the past 35 years, merchandising of Alaska Grown promotional items such as, t-shirts, sweatshirts, hoodies, collectible pins, stickers, hats, mugs, maps, and posters was done through the Department of Natural Resources, Division of Agriculture and approved nonprofit agricultural groups, throughout the State of Alaska. Merchandise was also purchased by the Division of Agriculture and sold to Alaska Grown members for use as a sales tool for approved Alaska Grown products. Alaska Grown logo marketing merchandise was supplied for use by Alaska Grown retail sales members to promote the sales of Alaska Grown products. In addition, the use of the logo for clothing, hats, and other items was licensed to nonprofit agricultural groups for fund raising uses.

Marketing materials, such as logo stickers and produce twist ties, for Alaska Grown members is currently ordered and sold through the Division of Agriculture, based out of Palmer, which is difficult for many members to access. The Division has limited personnel and inventory capacity to maintain stock. For Alaska Grown logo wear, inconsistent quality, supply of products and pirated use, especially with internet sales has become an increasing problem. The Division of Agriculture seeks to centralize the process and address growing consumer demand for Alaska Grown logo labeled products; while maintaining the intent of the use of the logo which is to support and promote Alaska’s agricultural industry and Alaska grown products.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The State of Alaska, Department of Natural Resources (DNR), Division of Agriculture (DoAg) is seeking a qualified contractor to partner in the purchasing, merchandising, marketing and distributing of Alaska Grown (AKG) logo products. A pre-determined percentage of the proceeds will be returned by the selected contractor to the DoAg. Merchandise shall include, t-shirts, sweatshirts, hoodies, collectible pins, stickers, hats, mugs, maps, posters, and other products that are approved by the Director of DoAg, or designee. As stated in Section 1.02 Budget of this RFP, the State desires a minimum of 15% of gross sales for any contract, except those items exclusively sold wholesale to approved Alaska Grown Members for labeling product, resulting from this RFP. Nonprofit agricultural groups, as approved by the DoAg, should be allowed wholesale pricing options for approved fundraising activities. Proposals less than 15% of gross sales will be considered non-responsive and will be rejected by the State.

DNR/DoAg envisions a working partnership with the selected contractor and the Director of DoAg, or designee, to utilize existing AKG logos on merchandise, develop logos and designs for AKG commemorative events, and develop logos and designs for marketing and sale of AKG merchandise. The selected contractor will be responsible for establishing a relationship with merchandise vendors that are U.S. based and operated, using Alaska vendors whenever possible, the creation and production of merchandise, and the marketing and sale of merchandise throughout the State of Alaska and nationwide.

The selected contractor must have the following merchandise ready for marketing promotion and distribution by August 1, 2022 of the first contract year: Alaska Grown member products for labeling use including stickers, twist-ties and Alaska Grown merchandise to include t-shirts, sweatshirts and hats in child, youth and adult sizes. The following contract years, beginning in 2023, the DoAg expects a full line of product offerings to be available by April 15, including those items listed above, for promotion and distribution.

Use of Made in Alaska and products listed on the current Alaska Product Preference list is desired per the requirements of Alaska Statute (AS) 41.21.026 governing DoAg merchandise: “To the extent practicable, the department shall sell only merchandise produced or manufactured, including printing, screen printing, and embroidery, in the United States that, subject to AS 36.30, is procured from either an Alaska bidder or a person that employs prisoners under AS 33.30.191(b)” however, it is not required. Information on these and other programs managed by the Department of Commerce, Community, and Economic Development, Division of Economic Development can be found at the following link: [Development Section, Division of Economic Development \(alaska.gov\)](https://development.alaska.gov). Use of Alaska Forest Product Preference and Alaska Agricultural and Fisheries and Product Preference as specified within AS 36.15.010 and AS 36.15.050 are also desired, where applicable and possible.

In addition to the General Conditions listed in Appendix A and Appendix B1 Indemnity and Insurance requirements (attached to this RFP), the selected contractor will be required to sign the DoAg logo licensing agreement. An example of the logo licensing agreement is attached (Attachment 4) to this RFP. The selected contractor will be required to have written approval from the DoAg on all additional designs and merchandise, and for any online marketing.

Offerors should carefully review Section 4: Proposal Format and Content and Section 5: Evaluation Criteria and Contractor Selection, for information regarding proposal structure and information to include in proposal.

SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, through approximately May 31, 2025. There will be one, two-year renewal option for this contract. Renewal options are to be exercised at the sole discretion of the State under the same terms, conditions, and specifications of the contract and subject to continuing need for the service. If the renewal option is exercised, the contract will expire on May 31, 2027.

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

SEC. 3.03 CONTRACT TYPE

A contract resulting from this RFP will be a no cost to the State of Alaska contract. Contractor will pay the State an agreed to amount based on gross sales for merchandise sold. As stated in Section 1.02 Budget, the State desires a minimum of 15% of gross sales for any contract resulting from this RFP. Proposals of less than 15% of gross sales will be considered non-responsive and will be rejected by the State.

SEC. 3.04 PROPOSED PAYMENT PROCEDURES

The selected contractor will propose a payment procedure to the State of Alaska, DNR. Percentage of gross sales will be the percentage agreed to in the proposal(s) selected for award of a contract.

SEC. 3.05 MANDATORY REPORTING

The contractor must provide a quarterly sales report to the Director of DoAg, or designee in an electronic format (Excel). The report must contain at least the following information: purchasing entity, description of items and/or services sold, date of sale, contract price, retail price, extended contract and retail price.

These reports are due 30 days after the end of each quarter. The contractor's failure to provide these reports as required may result in contract default action.

Reporting Period	Due Date
State Fiscal Quarter 1 (Jul 1 - Sept 30):	Oct 31
State Fiscal Quarter 2 (Oct 1 - Dec 31):	Jan 31
State Fiscal Quarter 3 (Jan 1 - Mar 31):	Apr 30
State Fiscal Quarter 4 (Apr 1 - Jun 30):	Jul 31

SEC. 3.06 LOCATION OF WORK

The location(s) the work is to be performed, completed, and managed is at the contractor's established business.

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

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

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

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

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

SEC. 3.07 SUBCONTRACTORS

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. 3.08 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.09 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. 3.10 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. 3.11 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 Director of Agriculture or their designee. 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. 3.12 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 Director of Agriculture or their designee 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 the Commissioner of the Department of Natural Resources or the Commissioner's designee.

SEC. 3.13 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).

Additional information that the contractor shall hold as confidential during the performance of services under this contract include:

- Information determined by the DoAg to be of a sensitive and/or proprietary nature and not releasable to the public; and
- Copies of any State of Alaska, DNR, DoAg, or Alaska Grown logos and/or designs without expressed written permission of the agency.

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. 3.14 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. 3.15 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. 3.16 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, attached in **SECTION 8. ATTACHMENTS**.

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 PROPOSAL FORMAT AND CONTENT

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

SEC. 4.02 INTRODUCTION

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

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

SEC. 4.03 UNDERSTANDING OF THE PROJECT

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule along with their business proposal.

Offerors should outline the mission and vision of their organization and how their mission and vision complement the DoAg mission and vision stated within this RFP.

SEC. 4.04 METHODOLOGY AND BUSINESS PLAN

Offerors must provide comprehensive narrative statements that set out the methodology and management plan they intend to employ and illustrate how the methodology and management plan will serve to accomplish the services outlined in this RFP. Offerors need to address the types of Alaska Grown (AKG) promotional gear and clothing items they envision merchandising; proposed use of Made in U.S., Made in Alaska, Alaska Product Preference, methods and locations they envision designing, producing, and marketing the merchandise including use of Alaskan companies, subcontractors, and coordination of marketing with the DoAg social media team through Alaska Grown social media and website; proposed interaction with Director of DoAg or their designee to design, produce, and market the merchandise during the term of the contract; approximate annual volume of AKG merchandise offerors anticipate being able to market; ability to market merchandise statewide; ability to have merchandise ready for marketing and distribution before August 1 2022 and April 15 of each contract year beginning in 2023; pertinent problems and issues related to the project and potential solutions to mitigate or overcome the issue; and other information the offeror feels may illustrate how they intend to accomplish the services outlined within this RFP. Offerors must provide detailed product information on their product offerings in their proposal. Product information shall include: sizes, colors, proposed piece price for 2022 (wholesale and retail), and product type.

If an offeror intends to use subcontractors, the offeror must identify in the proposal the subcontractor's name and address; type of work the subcontractor will be performing; percentage of work the subcontractor will be performing; and must provide a statement signed by the subcontractor that clearly

verifies the subcontractor is committed to render the services required by the contract and will adhere to the requirements of the logo licensing agreement.

SEC. 4.05 EXPERIENCE AND QUALIFICATIONS

Offerors must provide a narrative description of the organization of the project team and illustrate the lines of authority. Description should be specific as to who will be responsible for interacting with DNR staff during each phase of the contract such as marketing, merchandising, distribution, overall contract management, etc.

Offerors must clearly illustrate their experience in designing, producing, marketing, and distributing promotional items and merchandise. A minimum of three years of experience is required. Offerors should highlight their experience in designing, producing, distributing, and marketing promotional items and merchandise, preferably within the State of Alaska and knowledge of agricultural industry labeling requirements that the Alaska Grown label ultimately represents.

Offerors must provide a minimum of three reference names, current email addresses, and current phone numbers for similar projects the offerors firm has completed. References may not include current employees of the DoAg. Either a list of references or letters of reference are acceptable to meet this requirement. The State may, at its sole discretion, contact references during the evaluation process.

SEC. 4.06 PRODUCT SAMPLES

Offerors must provide a minimum of four product samples for evaluation. At least two samples should be for Alaska Grown member product label use. Example product samples should include labeling stickers, twist ties, banners and clothing samples that would be used to affix the Alaska Grown trademark label to.

Anticipated pricing for 2022 offerings, piece price for wholesale and retail should accompany the product samples.

The product samples must be either a hardcopy document or a PDF file attached to an email per the requirements of Section 1.07 Return Instructions, in this RFP. Samples can be actual product offerings.

Reference to a website to review the product samples in lieu actual samples will be reviewed but there must be explanation of cost and choice of product that will be used.

Of note, if contracting does occur, all products and pricing will need to be reviewed and approved by the Director of DoAg, or designee prior to sale.

SEC. 4.07 COMPENSATION PROPOSAL

Offerors must submit the Compensation Proposal form attached to this RFP within their proposal package. Submittal instructions are shown in Section 1.07 Return Instructions of this RFP. The State will evaluate, and award cost based upon a percentage of the gross sales of AKG merchandise in the offered proposal. As stated in Section 1.02 Budget of this RFP, the State desires a minimum of 15% of gross sales for a contract resulting from this RFP. Proposals less than 15% of gross sales will be considered non-responsive and will be rejected by the State. Review Section 5 Evaluation Criteria and Contractor Selection and Section 6 General Process Information of this RFP for more information on cost and evaluation of cost.

SEC. 4.08 EVALUATION CRITERIA

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

An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the offeror.

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 100

SEC. 5.01 UNDERSTANDING OF THE PROJECT (20%)

Proposals will be evaluated against the questions set out below:

- 1) How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- 2) How well has the offeror identified pertinent issues and potential problems related to the project?
- 3) To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- 4) Has the offeror demonstrated an understanding of the state's time schedule and can meet it?
- 5) Did the offeror outline the mission and vision of their organization and how well does their mission and vision complement the DoAg mission and vision stated in this RFP?

SEC. 5.02 METHODOLOGY AND BUSINESS PLAN (30%)

Proposals will be evaluated against the questions set out below:

- 1) How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- 2) How well does the methodology match and achieve the objectives set out in the RFP?
- 3) Does the methodology interface with the time schedule in the RFP?
- 4) How well does the offeror outline payment of the agreed upon percentage to DoAg, pricing for wholesale for Alaska Grown Members and Nonprofit Agricultural groups approved by DoAg?
- 5) How well does the offeror outline the types of Alaska Grown (AKG) promotional gear and clothing items they envision merchandising and to what degree do the proposed items support the agricultural industry and the mission of the Division of Agriculture (DoAg)?
- 6) How well does the offeror propose using Made in the U.S., Made in Alaska, or Alaska Product, Forest Product, or Agricultural and Fisheries Product preference merchandise and to what degree do these items meet the requirements of Alaska Statute 41.21.026 shown in Section 3.01 Scope of Work of this RFP?
- 7) How well does the offeror outline the methods and locations they envision designing, producing, and marketing, distributing, and pricing the merchandises and to what degree do their envisioned methods and locations include using Alaskan companies or Alaskan subcontractors.
- 8) How often does the offeror envision interacting with the Director of DoAg or their designee in designing, producing, and marketing the merchandise during the term of the contract?

- 9) To what degree does the offeror outline their ability to have merchandise ready for marketing and distribution prior to August 1, 2022, and April 15 of each contract year beginning 2023?
- 10) To what degree is the approximate annual volume of DoAg merchandise the offeror anticipates being able to produce, market and distribute feasible and viable?
- 11) How well has the offeror identified pertinent issues and potential problems related to the project and how feasible are the proposed solutions to mitigate or overcome the issue or problem?
- 12) To what degree has the offeror included any other information within the proposal they feel may illustrate how they intend to accomplish the services outlined within the RFP?
- 13) If an offeror intends to use subcontractors, how well did the offeror identify in the proposal the subcontractors name and address, type of work the subcontractor will be performing, and the percentage of work the subcontractor will be performing? Did the offeror include a statement or memo signed by the subcontractor that clearly verifies the subcontractor is committed to render the services required by the contract and will adhere to the requirements of the logo licensing agreement?
- 14) Did the offeror provide a detailed explanation on their product offerings in their proposal?

SEC. 5.03 EXPERIENCE AND QUALIFICATIONS (20%)

Proposals will be evaluated against the questions set out below:

- 1) To what degree does the organization of the project team clearly illustrate the lines of authority specifically regarding interaction with DoAg staff during each phase of the contract with regards to design, producing, marketing, overall contract management, etc.?
- 2) To what degree do does the offerors experience and qualifications provide that will ensure success of the products to support Alaska Grown producers, Agricultural nonprofits and DoAg. How well does the offerors experience include designing, producing, or marketing promotional items and merchandise within the State of Alaska?
- 3) Did the offeror provide a minimum of three reference names or letters for similar projects the offerors firm has completed and how well does the information provided indicate the compatibility of the work with the DoAg requirements described in this RFP?

SEC. 5.04 PRODUCT SAMPLES (10%)

Proposals will be evaluated against the questions set out below:

- 1) Did the offeror submit a minimum of four quality design samples and were the samples, including samples specific for Alaska Grown member use, either a hardcopy document or a PDF file attached to an email per the requirement described in Section 4.06 Product Samples of this RFP?
- 2) To what degree do the product samples maintain the integrity of the trademark Alaska Grown logo?

- 3) To what degree do the product samples submitted meet the visual and aesthetic quality of that desired by the DoAg?
- 4) To what degree is the quality of the product samples in terms of workmanship of the finished product.

SEC. 5.05 COMPENSATION PROPOSAL (10%)

To avoid the appearance of price influencing scoring, cost will be scored only by the Procurement Officer.

Overall, a minimum of 10% of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 6.11 Application of Preferences.

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 6.15.

SEC. 5.06 ALASKA OFFEROR PREFERENCE (10%)

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 or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION.**

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

SEC. 6.07 CONTRACT NEGOTIATION

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

If the contract negotiations take place the procurement officer will provide a dial in teleconference number.

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:

<https://www.commerce.alaska.gov/web/portals/4/pub/APP/00ApplicationOfPreferences2017.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.

SEC. 6.15 FORMULA USED TO CONVERT COST TO POINTS

The distribution of points based on cost will be determined as set out in 2 AAC 12.260(c). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined using the formula:

$$[(\text{Price of Lowest Cost Proposal}) \times (\text{Maximum Points for Cost})] \div (\text{Cost of Each Higher Priced Proposal})$$

SEC. 6.16 EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES**(a) FORMULA USED TO CONVERT COST TO POINTS****STEP 1**

List all proposal prices, adjusted where appropriate by the application of applicable preferences claimed by the offeror.

Offeror #1	\$40,000
Offeror #2	\$42,750
Offeror #3	\$47,500

STEP 2

In this example, the RFP allotted 40% of the available 100 points to cost. This means that the lowest cost will receive the maximum number of points.

Offeror #1 receives 40 points.

The reason they receive that amount is because the lowest cost proposal, in this case \$40,000, receives the maximum number of points allocated to cost, 40 points.

Offeror #2 receives 37.4 points.

$$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = 37.4$$

Offeror #3 receives 33.7 points.

$$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = 33.7$$

(b) ALASKA OFFEROR PREFERENCE**STEP 1**

Determine the number of points available to qualifying offerors under this preference.

$$100 \text{ Total Points Available in RFP} \times 10\% \text{ Alaska Offeror preference} = 10 \text{ Points for the preference}$$

STEP 2

Determine which offerors qualify as Alaska bidders and thus, are eligible for the Alaska Offeror preference. For the purpose of this example, presume that all of the proposals have been completely evaluated based on the evaluation criteria in the RFP. The scores at this point are:

Offeror #1	83 points	No Preference	0 points
Offeror #2	74 points	Alaska Offeror Preference	10 points
Offeror #3	80 points	Alaska Offeror Preference	10 points

STEP 3

Add the applicable Alaska Offeror preference amounts to the offerors' scores:

Offeror #1	83 points				
Offeror #2	84 points	(74	points	+	10 points)
Offeror #3	90 points	(80 points	+ 10 points)		

STEP 4

Offeror #3 is the highest scoring offeror and would get the award, provided their proposal is responsive and responsible.

SECTION 7. GENERAL LEGAL INFORMATION

SEC. 7.01 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit the State's Standard Contract Form for Goods and Non-Professional Services (form SCF.DOC/Appendix A). This form is attached in **SECTION 8. ATTACHMENTS** 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.

The Office of Procurement and Property Management (OPPM), or their designee recognizes that some information an offeror submits might be confidential under the United States or the State of Alaska Constitution, a federal statute or regulation, or a State of Alaska statute: i.e., might be confidential business information (CBI). *See, e.g.*, article 1, section 1 of the Alaska Constitution; AS 45.50.910 – 45.50.945 (the Alaska Uniform Trade Secrets Act); *DNR v. Arctic Slope Regional Corp.*, 834 P.2d 134, 137-39 (Alaska 1991). For OPPM or their designee to treat information an offeror submits with its proposal as CBI, the offeror

must do the following when submitting their proposal: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the offeror asserts make the information CBI. If the offeror does not do these things, the information will become public after the Notice of Intent to Award is issued. If the offeror does these things, OPPM or their designee will evaluate the offeror's assertion upon receiving a request for the information. If OPPM or their designee reject the assertion, they will, to the extent permitted by federal and State of Alaska law, undertake reasonable measures to give the offeror an opportunity to object to the disclosure of the information.

SEC. 7.09 ASSIGNMENTS

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

SEC. 7.10 DISPUTES

A contract resulting from this RFP is governed by the laws of the State of Alaska. If the contractor has a claim arising in connection with the agreement that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632. To the extent not otherwise governed by the preceding, the claim shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

SEC. 7.11 SEVERABILITY

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

SEC. 7.12 SUPPLEMENTAL TERMS AND CONDITIONS

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

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

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

SEC. 7.13 SOLICITATION ADVERTISING

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

SEC. 7.14 FEDERALLY IMPOSED TARIFFS

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

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased Federal excise tax or duty that may result in either an increase or decrease in the contact price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
 - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract;
 - b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment [taxes](#), that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.
- **State's Ability to Make Changes:** The state reserves the right to request verification of Federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **PriceChangeThreshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

SECTION 8. ATTACHMENTS

SEC. 8.01 ATTACHMENTS

Attachments:

- 1) Offeror's Checklist (1 page)
- 2) Compensation Proposal (2 pages)
- 3) Standard Contract Form for Goods and Non-Professional Services – Appendix A (3 pages)
- 4) Alaska Grown Logo License Agreement (7 pages)
- 5) Alaska Grown current product list (1 page)

ATTACHMENT 1

OFFEROR'S CHECKLIST

This checklist is provided as a courtesy to prospective offerors. While every effort has been made to ensure this checklist is complete, it is still the offeror's responsibility to make sure they comply with all requirements of this RFP.

The following documents must be received by the Department of Natural Resources (DNR) Procurement Office prior to the deadline set for receipt of proposals for your proposal to be considered responsive.

_____ 1. Technical Proposal including Design Samples. Submitted as required by Section 1.07 Return Instructions of this RFP;

_____ 2. Compensation Proposal. Submitted separately within the proposal package as required by Section 1.07 of this RFP;

_____ 3. Mandatory Return Amendment(s). Written acknowledgement of mandatory return amendment(s) either within the proposal package or submitted to the DNR Procurement Office prior to the deadline set for receipt of proposals for your proposal to be considered responsive;

_____ 4. Copy of DD214 with Privacy Act information redacted out if claiming an Alaska Veterans preference;

_____ 5. Copy of Division of Vocational Rehabilitation certification letter if claiming the Alaska Employment Program or Alaskans with Disabilities preference.

Reminders:

1. It is the offeror's responsibility to make sure they comply with all requirements of this RFP and
2. submit all required documents.
3. Technical proposal and compensation proposal are to be submitted in separate packages within the proposal package or email. Review Section 1.07 Return Instructions for more information.
4. Proposals must be received in their entirety no later than the deadline set for receipt of proposals. Late proposals will be considered non-responsive and will be rejected.

ATTACHMENT 2

COMPENSATION PROPOSAL

This compensation proposal form must be submitted separately as required in Section 1.07 Return Instructions of this RFP.

As stated in Section 1.02 Budget of this RFP, the State desires a minimum of 15% of gross sales for a contract resulting from this RFP. Proposals less than 15% of gross sales will be considered non- responsive and will be rejected by the State.

1. Percentage Offered

I am offering a percentage of _____% of gross sales of merchandise bearing the Alaska Grown logo.

2. Preference Certification

a) Does your company qualify for the Alaska Bidder's Preference? YES ☐ NO ☐

If yes, you must have a current Alaska Business license at the deadline for responses.

License Number: _____

b) Does your company qualify for the Alaska Veteran's Preference? YES ☐ NO ☐

If yes, provide a copy of your DD214 with social security number, serial number, date of birth, and other Privacy Act information redacted out with your proposal or upon request by the DNR Procurement Officer. Also, preference is statutorily capped at \$5,000.00.

c) Does your company qualify for the Alaska Employment Program or Alaskans with Disabilities preference? YES ☐ NO ☐

If yes, provide a copy of the certification letter issued by the Division of Vocational Rehabilitation with your proposal. Failure to provide a copy of the certification letter with your proposal will result in disallowance of the preference.

3. Amendments

The offeror acknowledges receipt of the following amendment(s) issued for this

RFP: _____

SEE COMPENSATION PROPOSAL CONTINUATION PAGE

COMPENSATION PROPOSAL (CONTINUATION PAGE)

Offeror Information

Company Name:

Company Address:

Contact Person Name:

Contact Person Phone Number:

Contact Person Email Address:

Authorized Signature:

Reminder: Offerors should review the Offeror's Checklist provided in this RFP, to ensure required information is provided with their proposal.

ATTACHMENT 3

STANDARD CONTRACT FORM

Goods and Non-Professional Services

The parties' contract comprises this Standard Contract Form, as well as its referenced Articles and their associated Appendices

1. Agency Contract Number	2. Contract Title	3. Agency Fund Code Internal Use Only	4. Agency Appropriation Code Internal Use Only
5. Vendor Number	6. IRIS Document ID #	7. Alaska Business License Number	
This contract is between the State of Alaska,			
8. Department of Natural Resources		Division	Hereafter the State, and
9. Contractor		Hereafter the Contractor	
Mailing Address	Street or P.O. Box	City	State ZIP+4
<p>10. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Contract:</p> <p>2.1 Appendix A (General Conditions), Items 1 through 18, govern contract performance.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the scope of work/services to be performed by the Contractor.</p> <p>ARTICLE 3. Period of Performance: The period of performance for this contract begins <u>XXXX</u>, and ends <u>XXXX</u>. There are no renewal options for this contract.</p> <p>ARTICLE 4. Considerations:</p> <p>4.1 In full consideration of the contractor's performance under this contract, the Contractor shall pay the State a sum not to exceed <u>\$XXXX</u> in accordance with the provisions of Appendix D.</p> <p>4.2 When submitting payment to the State, the Contractor shall refer to the Agency Contract Number and send the payment to:</p>			
11. Department of Natural Resources		Attention: Division of	
Mailing Address		Attention:	
12. CONTRACTOR		13. CONTRACTING AGENCY	
Name of Firm		Department/Division Natural Resources, Division of Shared Services	
Signature of Authorized Representative		Signature of Procurement Officer	
Typed or Printed Name of Authorized Representative		Typed or Printed Name of Procurement Officer	
Date		Date	

NOTICE: This contract has no effect until signed by the contracting agency.

APPENDIX A

GENERAL CONDITIONS

1. Inspections and Reports:

The department may inspect, in the manner and at reasonable times it considers appropriate, all of the Contractor's facilities and activities under this contract. The Contractor shall make progress and other reports in the manner and at the times the department reasonable requires.

2. Suitable Materials, Etc.:

Unless otherwise specified, all materials, supplies, or equipment offered by the Contractor shall be new, unused, and of the latest edition, version, model, or crop and of recent manufacture.

3. Disputes:

If the Contractor has a claim arising in connection with the contract 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.

4. Default:

In case of default by the Contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the Contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

5. No Assignment or Delegation:

The Contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Procurement Officer.

6. No Additional Work or Material:

No claim for additional supplies or services, not specifically provided in this contract, performed or furnished by the Contractor, will be allowed, nor may the Contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Procurement Officer.

7. Independent Contractor:

The Contractor and any agents and employees of the Contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

8. Payment of Taxes:

As a condition of performance of this contract, the Contractor shall pay all federal, state, and local taxes incurred by the Contractor and shall require their payment by any subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

9. Compliance:

In the performance of this contract, the Contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits, and bonds.

10. Conflicting Provisions:

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the Contractor may seek to add. The Contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The Contractor specifically acknowledges and agrees that, among other things, provisions in any documents it sees to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) seek to limit liability of the Contractor for acts of Contractor negligence, are expressly superseded by this contract and are void.

11. Officials Not to Benefit:

Contractor must comply with all applicable federal or state laws regulating ethical conduct of public officers and employees.

12. Contract Prices:

Contract prices for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices for services must be in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost.

13. Contract Funding:

Contractors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

14. Force Majeure:

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

15. Contract Extension:

Unless otherwise provided, the State and the Contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect, and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least 30 days before the desired date of cancellation.

16. Severability:

If any provision of the contract is 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.

17. Continuing Obligation of Contractor:

Notwithstanding the expiration date of this contract, the Contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

18. Governing Law; Forum Selection:

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

ATTACHMENT 4



ALASKA GROWN LOGO PROMOTIONAL LICENSE AGREEMENT

Agreement for RFP 2022 1000 5148 Merchandising and Marketing Services of Alaska Grown Products

The State of Alaska, Department of Natural Resources, Division of Agriculture (“DoAg”), with its principal place of business at 1801 Margaret Street Suite #12, Palmer, AK 99645,

hereby grants a license to:

(“Licensee”), located at, _____,

on the following terms:

- 1. License.** For the purpose of promoting awareness and purchase of agricultural products from Alaska, DoAg hereby grants to Licensee a limited, non-exclusive, royalty-free license to use DoAg Alaska Grown logos as depicted on page 6 (“Logos”) in connection with the manufacturing, distribution, and/or sale of the authorized Alaska Grown promotional gear and clothing, grower/member marketing labels and tools items identified in Exhibit 1 (the “Licensed Products”). DoAg retains any rights not expressly granted herein.
- 2. Ownership.** Licensee acknowledges that DoAg is the exclusive owner of the Logos and other Alaska Grown marks identified in Exhibit 2, including all rights in trademark, copyright, goodwill, or other interests or rights associated therewith. Licensee agrees that it will not ever adopt, use, register, or attempt to register anywhere in the world any name, mark, logo, or designation that is confusingly similar to the Logos, the designation Alaska Grown, or any other Alaska Grown marks. All use of the Logo by Licensee shall inure to the benefit of DoAg.
- 3. Restrictions on Use.** So long as this Agreement is in effect, Licensee shall support the Alaska Grown and conduct itself in the best interests of the Alaska Grown mission. Products and end distribution must be approved prior to sales for items that are not clothing or hats for human use.

4. Quality Control.

- a. All Licensed Products manufactured, distributed, or sold by Licensee shall be of the highest quality and shall display the Logos in a tasteful manner that reflects positively on DoAg and its Alaska Grown program. All designs will be approved by a DoAg designee. Licensee shall comply with any guidelines for using the Logo which DoAg may adopt from time to time.

DoAg retains the right to specify the format in which Licensee shall use and display the Logos, and Licensee shall only use or display the Logos in a format approved by DoAg. DoAg also retains the right to approve the vendors or retailers to whom Licensed Products are sold, and the locations or stores where Licensed Products can be sold.

- b. Only accurate reproductions of the Logos may be utilized on Licensed Products, and except for size, Licensee shall not alter the Logos in any manner, including style, proportions, colors, or elements, nor animate, morph, or otherwise distort the Logo's perspective or appearance. The Logo must appear by itself on any Licensed Product and may not be combined with any other graphic or textual elements without prior written consent of DoAg.
- c. All Licensed Products manufactured, distributed, or sold pursuant to this Agreement must bear an Alaska Grown "Official Gear" hang tag or sticker for items not distributed to approved Alaska Grown Members.
- d. Licensee shall not sell or distribute any Licensed Products until DoAg has received and approved samples thereof. Once DoAg has approved a Licensed Product, any subsequent alternation, modification, or change in such item must be reviewed and approved in writing by DoAg prior to implementation of such alternation, modification, or change.
- e. Sale to Alaska Grown members only with verification of membership by DoAg and at wholesale cost. Both design and cost to member price and any changes must be approved by DoAg.

- 5. Website Use.** Licensee may use the Logos on its website to advertise or promote the sale of Licensed Products, so long as such use makes an accurate reference to DoAg and/or its products or services. Licensee agrees to not ever use the Logos on any website that infringes upon DoAg intellectual property or other rights; or violates any applicable state or federal law. DoAg shall not be responsible for Licensee's website or any products or services advertised thereon.

- 6. Books and Records.** Licensee shall maintain records of vendors or retail outlets purchasing the Licensed Products, including a list of the particular items or products sold, wholesale price, and, if known, retail sale price. These records shall be submitted to DoAg at the end of each quarter, or promptly upon demand if otherwise requested in writing by DoAg

- 7. Disclaimer of Warranties; Indemnification.** DoAg DISCLAIMS ALL WARRANTIES REGARDING ITS LOGOS, INCLUDING WARRANTIES AGAINST INFRINGEMENT OF THIRD PARTY RIGHTS AND ANY WARRANTIES THAT MAY BE IMPLIED BY APPLICABLE LAW. ALL USE OF THE LOGOS IS AT

LICENSEE'S OWN RISK, AND LICENSEE AGREES TO INDEMNIFY THE STATE OF ALASKA AND DoAg AGAINST ALL CLAIMS AND LIABILITY THAT MAY ARISE FROM LICENSEE'S USE OF THE LOGOS, EXCEPT TO THE EXTENT THAT SUCH CLAIM AND LIABILITY IS BASED ON TRADEMARK INFRINGEMENT WHEN LICENSEE HAS USED THE LOGOS IN COMPLIANCE WITH THIS AGREEMENT. THIS INDEMNIFICATION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

- 8. Infringement.** Licensee agrees to immediately notify DoAg of any infringement or potential infringement or unauthorized uses of the Logos of which Licensee may become aware, by written notification, sent by certified mail to the Director, Department of Parks and Outdoor Recreation, 550 West 7th Ave, Suite 1380, Anchorage, AK 99501, with a copy sent by certified mail to the Alaska Department of Law, 1041 W. 4th Avenue, Suite 200, Anchorage, AK 99501-1994, Attn: Natural Resources Section Supervisor. The words "Alaska Grown -- Notice of Infringement" shall be put in the subject line of any such notification. DoAg may take such action which in its sole discretion it deems appropriate with respect to such infringements or unauthorized uses.

9. Termination.

9.1 This Agreement and all rights granted hereby to Licensee shall automatically terminate without notice from Licensor upon a material breach of any provision of this agreement, including without limitation if (i) Licensee adopts, uses, registers, or attempt to register anywhere in the world any name, trademark, logos, or designation that is confusingly similar to the Logos or any other Alaska Grown marks, in violation of Section 2 of this Agreement; (ii) Licensee violates the restriction of use provisions of Section 3 of this Agreement; (iii) Licensee attempts to assign, sublicense, transfer, or otherwise convey, without first obtaining Licensor's written consent, any of the rights granted to Licensee by or in connection with this Agreement, in violation of Section 10(a) of this Agreement; or (iv) Licensee uses the Logos in a manner not expressly permitted by this Agreement.

9.2 In the event of a breach (or threatened breach) of this Agreement by Licensee, DoAg shall have the right to obtain immediate injunctive relief or other equitable relief in a court of competent jurisdiction, without the necessity of proving any actual damages, it being understood that due to the unique value of the rights granted herein, there is no adequate remedy at law.

9.3 This agreement shall automatically expire at the same time as the merchandising contract on (*****) unless terminated pursuant to sections 9.1 or 9.2.

10. Miscellaneous Provisions.

- a. Licensee shall not assign, sublicense, transfer, or otherwise convey Licensee's rights or obligations under this Agreement without DoAg's prior written consent.
- b. This license shall be governed by Alaska law and controlling U.S. federal law. Venue for any action arising from this license shall be brought in either state superior court or federal district court in Anchorage, Alaska.

- c. The failure to insist upon the strict performance of the terms, conditions and provisions of this Agreement shall not be a waiver of future compliance or a waiver of any other provision hereof. No waiver of any provisions hereof shall be deemed to have been made unless expressed in writing and signed by a duly authorized officer of such party.
- d. This license does not create an agency, employee/employer relationship, partnership, or franchise between DoAg and Licensee.
- e. If any provision of this Agreement is held by a competent jurisdiction to be contrary to law, all remaining provisions of this Agreement will remain in full force and effect.
- f. If Licensee is a non-profit corporation, this Agreement must be accompanied by a duly-acknowledged resolution from the corporation's board of directors approving the corporate signatory's authority to sign this Agreement.
- g. Until such time as (i) regulations are adopted by DoAg with respect to the Alaska Grown, or (ii) this Agreement is terminated as provided under Section 9 above, DoAg shall limit the licensing of promotional clothing items to organizations that are based in Alaska.
- h. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- i. This Agreement including the terms of the attached merchandising contract constitutes the entire understanding of the parties and revokes and supersedes all prior agreements, oral or written, between them and may not be modified or amended except in a writing signed by both parties.
- j. This Agreement shall become effective on the latest date upon which this Agreement is fully executed by the parties.
- k. All rights granted to Licensee under this Agreement are subject to change without further notice upon adoption of regulations (as applicable) by DoAg with respect to Alaska Grown.
- l.

STATE OF ALASKA, DEPARTMENT OF NATURAL RESOURCES, DIVISION OF AGRICULTURE

By: _____

Title: _____

Date: _____

EXHIBIT 1

T-shirts, sweatshirts, hoodies, hats, collectible pins, stickers, mugs, maps, posters, and other items.

Pictures of twist ties, grower stickers, banners, etc

EXHIBIT 2

Alaska Grown Marks

(a) LOGOS:

“Alaska Grown” logo

(b) MARKS AND DESIGNATIONS:

“Alaska Grown”



ATTACHMENT 5

 <h1>PRICE LIST</h1> <p>MARKETING MATERIALS</p>			
Item Description	# per roll	Price	\$/sticker
Alaska Grown Sticker Small; 3/4"	200	\$24.03	\$0.12
	500	\$41.62	\$0.08
Alaska Grown Sticker Large; 1 1/2"	200	\$19.15	\$0.10
	500	\$24.65	\$0.05
	1,000	\$36.72	\$0.04
	Batch	Price/batch	
7 X 11" White Price Card	10	\$5.00	\$0.50
	25	\$10.00	\$0.40
	50	\$15.00	\$0.30
	100	\$25.00	\$0.25
	# of ties	Price/twist tie	
Produce Twist Ties (bundle)	300	\$10.00	\$0.0333
Produce Twist Ties (case of 10 bundles)	3000	\$80.00	\$0.0267