

REQUEST FOR PROPOSAL

SUBMISSION DEADLINE
12:00 PM CST, 11/15/2024

RFP TITLE: U.S. SOY SUSTAINABILITY ADVERTISEMENT PRODUCTION

RFP CONTACT:

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PROPOSAL DEADLINE:

INTRODUCTION:

Through a global network of international offices and strong support in the U.S., USSEC helps build a preference for U.S. soybeans and soybean products, advocates for the use of soy in livestock and aquaculture feed and human consumption, promotes the benefits of soy use through education and connects industry leaders through a robust membership program.

PURPOSE OF RFP:

USSEC's standard practice is to RFP every 3 years in an open and competitive manner. This type of cost analysis will assist in determining the fair market value for the work to be performed and allows USSEC the opportunity to evaluate various proposals and select the best contractor for the job based on experience, availability, expertise, approach, and cost

BACKGROUND & PURPOSE OF PROJECT:

USSEC is a non-profit organization and operates with funds provided by multiple funding agencies and membership groups. Because of this, we must ensure that everything we do is compliant with their funding rules. They provide guidelines on how we can invest their funds in the projects we are implementing on their behalf

TARGET AUDIENCE:

- Korea food and beverage consumers
- Korea crushing, food, and feed industries

SCOPE (SERVICES) OF WORK:

- Create a video advertisement on the U.S. soy sustainability for online advertising
- Develop a key message and key visual for OOH (Out Of Home) advertising
- The advertisement should be designed to increase consumer awareness of the Sustainable U.S. Soy logo and highlight the lower carbon footprint of U.S. soy compared to other origins

- The message of the advertisement should be in accordance with the U.S. Soy Sustainability Assurance Protocol
- Video advertisement must be produced in two versions, 60 seconds and 30 seconds, and the key visual must be original.

ADDITIONAL CONSIDERATION (if applicable)

Additional Considerations to include any specific information regarding the proposal that could affect the Prospective Contractors' ability to submit a proposal.

DELIVERABLES:

Completion Date	Description of Deliverables
November 25, 2024	Submit USSEC a story board for the advertisement production
December 10, 2024	Submit USSEC a draft advertisement
January 31, 2025	Submit USSEC the final advertisement

PROJECT TIMELINE:

*Our expectation is for the **service** to be completed by January 31, 2025. We are asking that the Project Proposal include details about what the proposed timeline and scope would look like.*

RFP TIMELINE:

- **RFP Distribution: October 28, 2024**
- **Last Day to Submit Questions: November 15, 2024** Central Time
- **Project Proposals Due: November 15, 2024** Central Time
- **Selections Made By: November 20, 2024**
- **Prospective Contractors Notified By: November 21, 2024**

INSTRUCTIONS:

Proposals must contain at a minimum the specific criteria listed below:

1. Please email the proposal to RFP@USSEC.ORG and hlee@ussec.org by **5:00PM Central Time** on **November 15, 2024**
2. A description of Prospective Contractor's capabilities, resources and experience. Emphasis should be placed on experience related to this RFP.
3. A thorough proposal outlining Prospective Contractors planned work, deliverables and timeline to complete the work.
3. Resumes for each of the Prospective Contractor's personnel assigned to work directly on the implementation of the contract.

4. Provide a minimum of two names and contact information for other similarly sized clients for reference purposes.
5. Detailed Budget
 - All bids for services must provide a breakout of how the fee was derived including but not limited to a breakdown of hourly rate and the amount of effort they anticipate to do the work.
6. Proposals should be no longer than **10 pages** (8 ½" x 11").

NOTES:

- Prospective Contractors are hereby notified that proposals will be duplicated for internal review only. Every effort will be made to maintain confidentiality of all information presented. The appropriate representatives from staff and legal counsel will review proposals. Proposals will not be returned.
- USSEC reserves the right to retain all proposals submitted. Submission of a proposal indicates acceptance by the submitter of the conditions contained in the request for proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between USSEC and the contractor selected.
- Confidentiality - Without USSEC's prior written consent, Prospective Contractors and its officers, employees, agents, representatives, affiliates, and subcontractors shall not disclose to any third party any documents, materials or information that the Prospective Contractors learns from or is provided in relation to the RFP request.
- During the evaluation process, USSEC reserves the right to request additional information or clarifications from proposers, or to allow corrections of errors and omissions.
- USSEC reserves the right to reject any proposal that is in any way inconsistent or irregular. USSEC also reserves the right to waive proposal defects or deficiencies, to request additional information, and/or to negotiate with the Prospective Contractor regarding the proposal.
- Prospective Contractor agrees that Fees are in lieu of any and all other benefits, including, but not limited to, repayment of any and all taxes related to contractor service fees, health and life insurance, administrative costs and vacation.
- Prospective Contractor agrees that any income taxes, value added taxes or any other form of direct or indirect taxes on compensation paid under the contract shall be paid by Contractor and not by USSEC or Funding Sources.
 - Prior to any payment to a Contractor, a contractor must provide a W-9, W-8, or W-8BEN upon agreement signature
- Non-Competition. Contractor shall not act as agent or representative for any product or service directly or indirectly competitive with U.S. soybeans or soybean products for the length of the contract.
- USSEC and Prospective Contractor agrees to comply with the provisions of Equal Employment Opportunity (EEO). USSEC provides EEO to all employees and applicants for employment without regard to race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, disability, genetic information, marital status, amnesty, or status as a covered veteran in accordance with applicable federal, state and local laws.

SUPPLEMENTAL INFORMATION AND BACKGROUND

BUILDING A PREFERENCE FOR U.S. SOY

USSEC's strategy can be found here: <https://ussec.org/about-ussec/>

USB's Long Range Strategic Plan can be found here:

<https://www.unitedsoybean.org/strategic-plan/>

We are a dynamic partnership of key stakeholders representing soybean producers, commodity shippers, merchandisers, allied agribusiness and agricultural organizations.

Through a global network of international offices and strong support in the U.S., we help build a preference for U.S. soybeans and soybean products, advocate for the use of soy in feed, aquaculture and human consumption, promote the benefits of soy use through education and connect industry leaders through a robust membership program.

Our 15-member board of directors is comprised of four members from the American Soybean Association (ASA), four members from the United Soybean Board (USB), and seven members representing trade, allied industry, and state organizations.

New board members are seated annually. We are receiving funding from a variety of sources including soy producer checkoff dollars invested by the USB and various state soybean councils; cooperating industry; and the American Soybean Association's investment of cost-share funding provided by the United States Department of Agriculture's (USDA) Foreign Agriculture Service.

The United Soybean Board, created by the 1990 Farm Bill to manage and direct the National Soybean Checkoff, is dedicated to marketing and research for the soybean industry. USB is comprised of 73 volunteer soybean farmers representing the interests of fellow growers nationwide. Each board member is nominated by Qualified State Soybean Boards (QSSBs) and appointed by the U.S. Secretary of Agriculture.

Because of the limitations on administrative and salary costs established in the Act, USB outsources the majority of its program management responsibilities to USB's three primary contractors:

- SmithBucklin-St. Louis for domestic marketing, new uses, production research and Board initiative activities;
- Osborn & Barr Communications for communications/public relations activities and;
- U.S. Soybean Export Council (USSEC), Inc. for international marketing and global opportunities activities.

As one of these three primary contractors USSEC may also undertake initiative activities on behalf of USB. USB considers primary contractor staff (approximately 60 people) as core USB staff. These three primary contractors use a number of subcontractors and, together, these entities carry out approximately 450 projects each year for USB. USB also manages approximately 10 subcontractors.

Non-Discrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 {voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) [email:program.intake@usda.gov](mailto:program.intake@usda.gov).

USDA is an equal opportunity provider, employer, and lender.

Civil Rights Clause

Contractor agrees that during the performance of this Agreement it will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, age, disability, political beliefs, sexual orientation, marital or family status, parental status or protected genetic information. Contractor further agrees that it will fully comply with any and all applicable Federal, State and local equal employment opportunity statutes, ordinances and regulations, including, without limitation, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination in Employment Act of 1967, and the Equal Pay Act of 1963. Nothing in this section shall require Contractor to comply with or become liable under any law, ordinance, regulation or rule that does not otherwise apply to Contractor.

MANDATORY CONTRACTUAL TERMS

Contracts: *the following terms are required:*

1. USSEC, as well as the Secretary of Agriculture, may terminate the contract and be relieved of payment. USSEC will pay for all work performed under contract until the date of termination.
2. Any work a contractor undertakes prior to contract approval by AMS is at their own risk and USSEC is not financially liable if the contract is not approved.
3. Funds paid to the contractor may not be used for the purpose of influencing legislation or governmental policy or action. "Influencing legislation" is defined as any attempt to affect the opinions of the general public or any segment thereof concerning current or proposed legislation or any attempt to influence legislation through communication with any member or employee of a legislative body or with any government officials who may participate in the formulation of legislation. "Government officials" refers to federal employees outside of USDA, foreign, and State governments/officials, legislators, and legislative staffs. "Influencing of governmental policy or action" is defined as any action the principal purpose of which is to bring about a change in existing policy or regulation or affect the outcome of proposed policy or regulation, except those actions which are specifically provide for in the Soybean Act and Order.
4. The contractor must (a) keep accurate records, books and documents involving transactions relating to the contract; (b) retain the records, books and documents for 3 years; and (c) said records, books and documents may be subject to inspection and audit by a representative of USDA and/or USSEC.
5. EEO policy statement: contractor agrees that, during the performance of this Agreement, contractor will not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, age, disability, protected genetic information, or reprisal. Contractor further agrees that it will fully comply with any and all applicable Federal, State and local equal employment opportunity statutes, ordinances and regulations, including, but not limited to, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination in Employment Act of 1967, Genetic Information Act of 2008, and the Equal Pay Act of 1963. Nothing in this section shall require contractor to comply with or become liable under any law, ordinances, regulation or rule that does not otherwise apply to the contractor.
6. Subcontractors. Subject to USSEC's approval, the contractor may subcontract specific tasks to outside parties. Should the contractor elect to subcontract specific tasks, subcontractors will be subject to the same contractual terms as its contract agency in regard to:

- (1) Reporting and record keeping;
- (2) Travel expenses;
- (3) Title of property;
- (4) Confidential information
- (5) Influencing legislation and/or influencing governmental policy or action;
- (6) Federal civil rights policies.

The primary contractor agency who has a direct contract with USSEC will be fully responsible for the quality of all work product, including any approvals from AMS. Any such authorization in the contract must state that entering into a subcontract does not relieve the contractor of primary responsibility to carry out the terms and conditions of the underlying contract in accordance with the Act, Order, Regulations and USDA policies.

7. Confidentiality

Financial or commercial information obtained under contract with USSEC that is privileged and confidential shall be kept confidential by all persons, including employees and former employees of USSEC, USDA and the contractor having access to such information.

Contracts: ***the following terms are not allowed:***

1. Indemnification provisions, unless it is clear that the indemnification will in no way obligate the U.S. government to pay on a potential claim.
2. Liquidated Damages

Intellectual property. Rights will be governed by the Bayh Dole Act, 35 U.S.C. §200-212 for any entity that is a “contractor” as defined by the Act at §201(c).

Expenses. The following expenses are prohibited under the Act and Order:

1. University Principal Investigator salaries;
2. University overhead/indirect costs; non-Principal Investigator salaries are an exception
3. Entertainment expenses;
4. Spousal/family/companion expenses;
5. Personal expenses (except as specifically allowed in USSEC’s Travel policies);
6. Open bars;
7. Funding of capital equipment unless the equipment is purchased (a) in direct connection with a plan or project, and (b) necessary for the completion of the plan or project.