



Oregon

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Oregon Strawberry Commission

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Oregon Strawberry Commission Request For Proposals FY 2008-09

The Oregon Strawberry Commission (OSC) is soliciting responses to its request for a proposal (RFP) to provide promotional and educational activities to increase demand for Oregon-grown strawberries through June 30, 2009, which is the end of the OSC's fiscal year. The OSC is committed to an on-going effort to increase demand for Oregon-grown strawberries but Oregon state statute will allow the OSC to commit funds only one fiscal year at a time. OSC's intent for this RFP is to award a Personal Services Contract.

I. OSC Background

The OSC is a commodity commission representing over 100 strawberry growers in the state of Oregon, created under ORS 576. The Commission serves Oregon's strawberry industry by identifying markets for strawberry promotion and education, as well as by implementing and supporting programs for the purpose of increasing strawberry consumption. All marketing is performed on a generic, not branded, basis.

As an Oregon Commodity Commission, the OSC collects an assessment from strawberry producers. Commodity Commissions have oversight conducted by the Oregon Department of Agriculture (ODA) and are required to follow Oregon's public meeting and record laws. All contracts are reviewed by the ODA and, depending on the amount of the contract, the Oregon Department of Justice (DOJ). Commodity Commissions are audited and budgets are established each year in a public hearing process.

The OSC Board of Commissioners is composed of seven members: four strawberry producers, two strawberry processors, and one public member. Commissioners are appointed by the ODA Director.

The OSC is particularly interested in proposals that include work elements designed to promote the Northwest strawberry for its superior value. The OSC is interested in proposals that reflect that time is of the essence. Please refer to Section II, Nature of Services Required for more details.

The amount available for this portion of the OSC promotion program will be up to \$40,000. The respondent's proven ability to leverage additional funding (for example, through grants and partnerships with food/beverage manufacturers and others) is of great importance to the OSC. One-third of the points for scoring responses are devoted to the ability to extend the OSC's reach through partnerships and/or grants.

II. Nature of Services Required

Promotion/Marketing/Education Services: Work with the OSC and the Promotion Committee in developing cost-effective promotional programs, educational strategies and creative concepts. Execute campaigns targeted to local, regional and national end-user/product manufacturers and similar audiences. The key message must reflect the superior nutritional values and benefits of the Oregon strawberry and products that use the Oregon strawberry. The goals of the effort are:

- Identify new market opportunities that will increase demand for Northwest strawberries.
- Identify and contact a minimum of ten potential new users for Oregon strawberries.
- Build and maintain a minimum of 10 relationships with the intent to persuade product manufacturers and formulators to identify Oregon strawberries on their product label(s).

Target for promotional activities may include but are not limited to:

- High-end value-added product manufacturers
 - o Ice cream
 - o Yogurt
 - o Bakery
 - o Juice /beverage industry
 - o New to market innovative products
- Food service that identifies Oregon strawberries.
- Fresh strawberries

The OSC is open to suggestions for other target areas

The respondent must indicate if they will subcontract for portions of the work programs listed in section III (i.e., studio photography, recipe development, brochure printing.)

The OSC may elect to award more than one contract in response to the proposals received. The OSC may award some services required to one vendor and other services to a second vendor.

III. Performance Security Clause Notification

The commission may require the selected proposer to purchase a performance bond when the contract is awarded.

IV. Liquidated Damages Clause Notification

It is the commission's intention to impose a liquidated damages clause in any contract let as a result of the RFP. As the failure of the successful bidder to deliver the order specified herein, in accordance with the terms of this agreement will, because of the urgent need, cause serious and substantial damages to the Commission, and it will be difficult, if not impossible, to prove the amount of such damages, the successful bidder agrees that for each and every calendar day or part thereof that this contract remains uncompleted beyond the delivery date specified in the bid for its completion (unless such as been mutually extended in writing and signed by the parties), the bidder shall pay to the Commission the sum of [\$25.00 – this amount is used for printing contracts] per day as liquidated damages and not as a penalty. The said sum may

be deducted, at the option of the Commission, from money due or to become due to the bidder under this agreement.

A written assent by the Commission to any extension of the specified delivery date shall constitute a waiver only to that particular extension and not a waiver of any other subsequent extension of the delivery date and shall not operate to bar or prevent enforcement and collection of liquidated damages for late delivery as provided herein except for any extension specifically waived. If the delivery date be waived, such waiver shall in no manner affect the right and obligations of the parties under any contract let as a result of this RFP.

V. Statement of Work

Please include in your proposal, strategies and creative concepts for all projects, with individual cost estimates for each project. Please include an approximate timeline for each proposed project from inception to completion.

Note: All Materials & Services (M&S) expense estimates (including travel, lodging, brochure printing, freight and postage, photo props, photography, gift bags, strawberry samples, facility rentals, catering expenses, etc.) must be provided separately for each program. M&S expenses will be billed as incurred, to the OSC, either as reimbursement to the contractor or as direct payment to M&S vendors.

VI. Work Examples

- A. Describe and provide materials (work examples) and a list of past or current clients showing demonstrated experience and success in generic commodity-type high-value products and/or consumer food promotion with strong, demonstrated creative ability.
- B. Include examples of successfully working with not-for-profit organizations and/or state agencies or programs that are governed and reviewed by a board of directors.
- C. Include at least three business-related references with contact information, who can speak to your successes, working relationships, and methods of work.

VII. Proposal Format and Submission Requirements

The OSC reserves the right to reject any proposal received that does not follow the prescribed format and submission requirements. Proposals must be complete in answering all the proposal requirements. Incomplete proposals will not be considered and cannot be supplemented by submissions delivered after the closing time and date of the Request for Proposal. Special care must be taken by the vendor in responding to this RFP, as the successful submitted proposal will be incorporated into the final contract between the OSC and the awarded contractor(s).

Please include in your proposal, strategies and creative concepts for all projects, with individual cost estimates for each project, including Materials & Services.

Interested vendors must submit:

- 10 (ten) complete hard copies of your proposal for the entire scope of the RFP, (no supplementary materials in addition to the proposals will be accepted, e.g., portfolios), and
- One electronic copy
- Each copy of the proposal must include a cover letter with an original signature

Proposals must be received at the OSC's office by the date and time noted below. Postmarks on that day will not be considered. No oral, telephone, email, or facsimile proposals will be accepted. Late proposals and/or modifications received after the stated deadline will not be considered.

If any questions related to the RFP are received by the Oregon Strawberry Commission, answers will be posted at www.oregon-strawberries.org for all interested parties to review. Please be sure to check the website between February 9 and March 12 for postings.

Mail or deliver proposals to: Oregon Strawberry Commission
4845 B SW Dresden Ave.
Corvallis, OR 97333
Office Phone: 541-758-4043

VIII. RFP Timeline

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| A. RFP released..... | February 9, 2009 |
| B. Proposals are due by Noon | March 12, 2009 |
| C. Review of proposals and interviews..... | March 25, 2009* |
| D. Notification of contract award | April 1, 2009* |
| E. Protests must be submitted by Noon | April 6, 2009* |
| F. Contract formulation begins..... | April 7, 2009* |
| G. Work begins upon final approval of contract | April 2009* |

* Estimated completion dates

IX. Evaluation of Proposals

Proposals will be evaluated by the OSC Promotion Committee and the ODA Commodity Commission Oversight Program manager. The following process will be used:

- A. Proposals will be reviewed by the OSC's Administrator and the ODA Commodity Commission Oversight Program manager for compliance with format and submission requirements, as established in this RFP. Incomplete proposals will be rejected.
- B. Proposals considered complete will be evaluated by the OSC Promotion Committee members and the ODA Commodity Commission Oversight Program manager using a percentage scale based on the evaluation criteria listed below:

- 30% Demonstrated success in executing effective generic commodity branding and/or food marketing on a regional, national or international basis.
- 20% Background, experience and knowledge of Northwest strawberries and/or agriculture industry.
- 20% Proven skills and experience in promoting high-end value-added food products including promotions that may use nutraceutical information.
- 30% Cost and ability to leverage additional funding (for example, through partnership).

C. Finalists will be scheduled for an interview with the OSC Promotion Committee and the ODA Commodity Commission Oversight Program manager. The Committee will then recommend a contractor to the OSC for final selection based on the criteria listed in IX. B.

D. The firm or individual that receives the second highest combined score for this RFP and interview may submit a written protest in response to the commission's announcement of the tentative award by the date and time noted above to the address for the proposals in this RFP. Any protest received will be addressed by the OSC Promotion Committee and the ODA Commodity Commission Oversight Program manager within five working days of receipt. Protests of technical or contractual requirements shall include reason for protest, supported by documented factual information, and proposed changes to the requirement.

X. Terms and Conditions for RFP for Personal Service Contract

The OSC reserves the right at its sole discretion: (1) to amend this RFP for possibilities such as to revise the scope of work or to extend the resulting contract; (2) to extend the deadline for proposal submission; (3) to determine whether a proposal does or does not substantially comply with the requirements of this RFP; (4) to waive any minor irregularity, informality, or nonconformance with this RFP; (5) to request references from other public agencies regarding the vendor's previous contract performance; and (6) at any time prior to contract execution (including after announcement of the tentative award): (a) to reject any proposal that fails to substantially comply with all prescribed RFP procedures and requirements; and (b) to reject all proposals received and cancel this RFP upon a finding by OSC that there is good cause, and that such cancellation would be in the public interest to do so.

All vendors who submit a response to this RFP understand and agree that the OSC is not obligated to award a contract to any vendor and further, has absolutely no financial obligation to any vendor. In addition, each vendor understands and agrees that the OSC shall, under no circumstances, be responsible for any costs and expenses incurred in submitting a response to this RFP; each vendor who responds to this RFP does so solely at the vendor's cost and expense. Submitted proposals are subject to the Oregon Public Records Law.

The OSC reserves the right to investigate references and past performance of any vendor with respect to the vendor's: successful performance of similar projects; compliance with specifications and contractual obligations; completion or delivery of a project on schedule, and; lawful payment of suppliers, subcontractors, and workers. The OSC may postpone the award or execution of the contract after the announcement of the apparent successful vendor in order to complete its investigation. The OSC reserves its right to reject any or all proposals at any time prior to execution of a contract.