

Request for Contract Proposals
by FeedAC for
Administrative – Executive Director Services

The Feed Analysis Consortium (FeedAC) is requesting contract proposals to provide administrative – executive director services for the organization. For the details about the vision, mission, and objectives of the organization, potential contractors are directed to our website (www.feedac.org). The contract fee is negotiable, and it is expected to be commensurate with the cost of 20 to 50% of the annual effort of a full-time professional, depending on the services described in the contract proposal.

The proposed service contract should meet the following objectives:

- Provide administrative support for activities and business to be transacted, and recommend policies and procedures to the Board of Directors for overall operation and coordination of FeedAC activities,
- Serve as person-of-contact for FASS, sponsors and members, and potential sponsors and members and respond to requests and questions under the guidance of the Operations and Programs Executive Committee of the FeedAC Board of Directors,
- Provide leadership in fundraising and grant preparation to support the feed information database and sample collection activities of FeedAC,
- Be the person-of-record for insuring that official minutes meetings, policies, and procedures are properly recorded, and that formal policies are followed in the transaction of business by the Board of Directors.

Services and Responsibilities

- Manage the day-to-day coordination of FeedAC activities.
- Attend all meetings of FeedAC and the Board of Directors and make sure that official business is recorded in accordance with the by-laws and directives of the Board.
- Maintain and update the record of recommendations and actions approved by the Board of Directors and their supporting documents.
- Coordinate activities and provide communication support to all committees (Executive Committees, Commodity Expert Groups, and Ad Hoc Committees).
- Communicate regularly with contractors for database management and sample handling services to coordinate activities.
- Work with Sample Acquisition Executive Committees to coordinate activities of Commodity Expert Groups to ensure timely acquisition of feed samples and pre-screening sample analysis.
- Work with Analytical Methodology Executive Committees to coordinate activities of the Nutrient Expert Groups to ensure timely setting of analytical priorities and description of lab procedures.
- Work with Database Management Executive Committees to coordinate activities for database development and management and for procurement of analytical results and editing of results to be included in the database.
- Keep website up-to-date and review all requests for website modification.
- Write updates and submit to FASS for mailing as requested by the Board of Directors.
- Assist FASS in maintaining email distribution and postal mail lists.

All proposals should address the following issues.

Experience, Knowledge, Skills, Abilities, and Resources (one page maximum)

- Provide a bulleted list of the experience, knowledge, skills, and abilities of the contractor (and crucial employees) and necessary sub-contractors that are germane to the successful accomplishment of the contract.
- Provide a bulleted list of all facilities, instrumentation, communication resources, computers and computer software to be provided by the contractor.

Awardee will be an Independent Contractor

- It should be made clear in the contract that the awardee will be an independent contractor, and that nothing should be construed to create an employer-employee relationship.
- The fee provided will be the sole compensation to the contractor.
- The contractor will not represent himself/herself as an employee of FeedAC, and will not assume any responsibility or authority not specifically delegated by the Board of Directors of FeedAC to accomplish the requirements of the contract.

Oversight and Delegated Authority

- The Operations and Programs Executive Committee of the FeedAC Board of Directors will provide oversight for the administrative services contractor. All official contacts including progress reports, questions of clarification, or requests for authorization or changes should be made to the oversight executive committee.
- For any additional agreements or arrangements (formal or informal) that are needed to carry out the responsibilities for this contract, the contractor must obtain delegation of authority from the FeedAC oversight executive committee. This does not preclude the contractor from initiating non-binding discussions as the basis for developing an agreement or arrangement.
- Signed copies of any agreements or arrangements (formal or informal) between the contractor and third parties that are needed to carry out the responsibilities for this contract must be approved by the Board of Directors of FeedAC and signed by their representative before they are put into effect.
- During the term of this contract, the contractor is authorized to use the designation "FeedAC Executive Director" for all communications necessary to fulfill the obligations of this contract.

Methodologies and Approaches for Options

- For each service requirement or responsibility, or logical grouping thereof, the contractor should propose the methodologies and approaches that will be used to address the requirements. These descriptions should be brief, but provide the detail needed for the oversight executive committee to evaluate its feasibility and applicability.
- Various levels of options can be described with corresponding differences in fees for each option.

Measures of Success

- Contractor should provide both tangible and intangible criteria that can be used at the end of the contract to confirm that the services were provided to satisfy the contract and to be used to determine if the contract should be amended or renewed.

Mutual Agreements

- In accomplishing the requirements of this contract, the contractor is obligated to place the best interests of FeedAC first in any activity that involves third parties.
- Any potential conflicts-of-interest related to any third-party activities of the contractor, whether formal or informal, must be identified in the contract proposal.
- When information, knowledge, skills or abilities beyond those of the contractor are needed, documentation of supporting agreements or use of subcontractors to obtain the necessary expertise must be provided in the proposal.
 - Signed copies of any potential agreements or arrangements (formal or informal) between the contractor and third parties, contingent on the approval of the Board of Directors of FeedAC, that are needed to carry out the responsibilities for this contract must be provided in the proposal.
 - If signed agreements or arrangements are not possible until after the FeedAC Administrative Services Contractor is designated, example documents of any potential agreements or arrangements (formal or informal) between the contractor and third parties that are needed to carry out the responsibilities for this contract must be provided in the proposal.
- All persons directly associated with FeedAC information will be required to maintain the confidentiality of any third party association or of any proprietary methodologies and information used by the contractor to execute the requirements of this contract. In return, the contractor will be required to sign a confidentiality agreement with FeedAC for all legal activities and any materials or information provided by or obtained for FeedAC. Items needing confidentiality by either party need to be explicitly stated in writing.
- Intellectual properties rights for any invention, copyright, software, or procedural method must be defined in the contract as to whether it is solely owned by FeedAC, solely owned by FeedAC with contractor right of use, jointly owned by FeedAC and the contractor, or solely owned by the contractor with FeedAC right of use.
- This contract will be binding on the FeedAC or its successors or to any organization to which it assigns contract responsibility; however, the contractor will not be permitted to assign obligations without the expressed written consent of FeedAC.
- Neither party may terminate this contract without 30-day advance notification in writing of due cause and an attempt to arrive at a mutually agreeable resolution of remaining responsibilities and fees.

Terms and Conditions (these items need to be explicitly addressed in the contract)

- Stipulation as an Independent Contractor
- Understanding of Oversight and Delegated Authority
- Schedule and Modes of Routine Communication
 - How often and in what form (written or verbal)?
 - What are the specifics of address, telephone, FAX, email, etc.?
- Communication for Official Notices
 - How should all official notices be communicated and delivered?
- Documentation of Methodologies and Standard Operating Procedures
 - What service will be provided and on what schedule?
 - What reports or descriptions of successful complete of services will be provided and to whom?
- Fees and Expenses for Options

- What is the minimum and maximum fee required/allowed for the term of the contract?
- How is the fee based (whole contract, hourly, per unit of product)?
- What does the fee include or exclude?
- What expenses will and will not be included in the fee? How will excluded expenses be documented for reimbursement?
- How are fees and expenses to be paid (up-front, quarterly, monthly, at time of billing)?
- Contract Starting and Closing Dates
 - Normally contracts will be awarded for the fiscal year of FeedAC, which is from January 1 through December 31 of each year. If circumstances warrant it, other contract durations will be considered. Contracts may be renewed, with or without amendments, as agreed to in writing and signed by both parties.

Names and Titles of Authorized Contract Parties with Acceptance Signatures and Dates.

Two printed and signed contract proposals (Times New Roman 12pt font, or equivalent) should be mailed to:

Chair, FeedAC Operations and Programs Executive Committee
ATTN: Yvona Vlach, FASS
2441 Village Green Place
Champaign, IL 61822

Phone: 217-356-3182 X 143
Fax: 217-398-4119
Email: YvonaV@assochq.org

By the deadline date of: December 31, 2009

Contract award date: January 15, 2010, or as soon as possible thereafter