REQUEST FOR PROPOSALS

RFP TITLE: WHITEPAPER FOR HIGH OLEIC SOYBEN OIL AND CODEX STANDARDS

RFP CONTACT:

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PROPOSAL DEADLINE: FEBRUARY 9, 2018

PURPOSE OF RFP:

United States Soybean Export Council's (USSEC) standard practice is to RFP every 3 years. This helps to insure we are staying abreast of current technology and fair market value. We encourage all that are interested to apply, including current contractors.

BACKGROUND & PURPOSE OF PROJECT:

USSEC) is seeking proposals for a white paper that covers the development of High Oleic Soybean Oil (HOSBO), an outlook for supply and utilization through 2025, and the process of adopting a CODEX standard. We are trying to collect facts that will capture the historic and current status of the HOSBO Codex standard request; outline the remaining Codex required procedures; offer prospective strategies use to secure a HOSBO Codex standard; describe the export triggering point at which a HOSBO Codex standard would become a market necessity.

Work is expected to last February 15, 2018 – April 30, 2018.

TARGET AUDIENCE:

- *Internal key decision makers*

SCOPE (SERVICES) OF WORK:

<u>Items the White Paper needs to address:</u>

1. Characteristics of HOSBO
    a. Define "High Oleic" Soybean Oil
        i. Include details on its composition, functionality, and application
        ii. Health benefits compared to other oils.

2. Brief History of High Oleic Soybean Development
    a. High Oleic soybean seed suppliers (Pioneer, Monsanto)
    b. Non-GM High Oleic seed breeders

3. U.S. Production of High Oleic Soybeans

a. Brief production history.
b. 2016 HO SB production locations and participating processors.
c. Forecast for 2017 HO SB crop
d. Outlook on further expansion in supply to 2025.

4. HO Soybean Oil Utilization
    a. What is the outlook for expansion of domestic consumption of HOSBO to 2025 as availability increases?
    b. At what point are commercial quantities of High Oleic soybeans or oil, likely to become competitive into export channels? Potential export flow by 2025.

5. Commercialization –
    a. What are typical arrangements between growers, processors, and perhaps an intermediary elevator?
        i. Current specifications; documentation; delivery, etc.
        ii. How may arrangements change as volumes increase?
    b. Value captured by processors; growers; seed companies.
    c. What are typical arrangements between processors and oil consumers?
        i. Specifications; contract terms; custom blends?
    d. As production and usage of HO SBO increases, what specifications (or ranges), are likely to become custom of the trade? How will the market deal with the difference in specifications between Plenish, Vistive Gold and other non-GMO varieties?

6. CODEX Approval
    a. What are the benefits of a product like HO SBO having a CODEX Alimentarius standard established?
    b. Are there any restrictions to marketing HO SBO anywhere in the World without the product being recognized by CODEX Alimentarius?
    c. What evidence “of need” is necessary to initiate review by appropriate committees?
    d. Which parties are needed to make the case: processors; end users, customs?
    e. Are there other regulations that need to occur before approaching CODEX?

7. CODEX Process
    a. What is the process of establishing CODEX standards for HO SBO?
    b. When can proposals be submitted to the Fats and Oils Committee of CODEX?
    c. How are proposals likely to be handled?
    d. What preparation is needed with respect to documentation?
    e. How are independent organizations such as USSEC & US processor/exporters represented?
    f. What are the benefits to US HO SBO once approved by CODEX?
    g. What is a recommended strategy to help secure a HOSBO CODEX standard?

ADDITIONAL CONSIDERATIONS:

- n/a

DELIVERABLES:

Completion Date	Description of Deliverables
Week of February 15, 2018	• Kick-off Call with USSEC Staff
February 15, 2018 – April 23, 2018	• Conduct analysis and prepare whitepaper
Week of April 23, 2018	• Deliverables draft due to USSEC Director & Project Manager for review
By April 30, 2018	• Submit final version of deliverables to USSEC Director & Project Manager
Ongoing	Submit invoices for work completed, including supporting documents, for payment to USSEC Accounts Payable at ap@ussec.org, with copy to USSEC Project Manager at jbagaric@ussec.org. **Submission of invoices will be in accordance with Section III.3.c. of the standard USSEC contract:** "3c. In addition, USSEC may in its sole discretion refuse payment on any submission of Fee or Expense documentation received by USSEC: i. More than 30 days after the date on which Contractor performed the work or incurred the expense for which compensation/reimbursement is sought, or ii. More than 30 days after the expiration of the Addendum Term, whichever is earlier."

PROJECT TIMELINE:

*Our expectation is for the work to last from **February 15, 2018** to **April 30, 2018**. We are asking that the Project Proposal include details about what the proposed timeline and what the scope would look like.*

RFP TIMELINE:

- **RFP Distribution:** January 31, 2018
- **Project Proposals Due:** February 9, 2018 by 5:00PM Central Time
- **Selections Made By:** February 13, 2018
- **Prospective Contractors Notified By:** February 13, 2018

REQUIRED INFORMATION:

- Experience:
    - Length of experience
    - Major emphasis of services provided

- Nature of past and present clients

- Provide the names and contact information for other similarly sized clients for reference purposes.

- Describe how and why the individual is qualified to provide these services and why our selection of the individual is the best decision the committee could make.

- Detailed Budget:
  - What is the fee for services? Specifically:
    - Flat rate.
    - Itemize standard billing rates and estimated hours with a proposed fee cap.
    - Standard billing rates for work performed the estimated hours.
    - Develop a preliminary estimated budget total and indicate major components. Please avoid a large miscellaneous category. (USSEC generally does not pay for institutional overhead expenses.)

Professional Fees:	$ XX,XXX
Meetings & Conferences:	$ XX,XXX
Travel:	$ XX,XXX
Printing:	$ XX,XXX
Postage:	$ XX,XXX
Equipment Rental:	$ XX,XXX
Subscription:	$ XX,XXX
Other Operating Expenses:	$ XX,XXX
Total Project Budget:	$ XX,XXX

NOTE: Proposed budget must be all inclusive and will not be subject to change after the contract is signed.

INSTRUCTIONS:

1. Please email the proposal to RFP@ussec.org by ***5:00PM Central Time*** on ***Friday***, ***February 9, 2018.***

2. Instructions to Prospective Contractors:

A. Proposals must contain at a minimum the specific criteria listed in the Request for Proposal:

1. A description of the Prospective Contractor's capabilities, resources and experience. Emphasis should be placed on experience related to this RFP.

2. Resumes for each of the Prospective Contractor's personnel assigned to work directly on the implementation of the contract.

3. References from a minimum of two clients who have used your services for similar project.

4. Proposals should be no longer than ***10 pages*** (8 ½" x 11").

NOTE: Respondents 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.

5. 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.

6. Prospective Contractor agrees to comply with the provisions of Equal Opportunity, as expressed in Attachment A copied below.

SUBMISSION DEADLINE
5:00PM CST, 02/09/2018

SUPPLEMENTAL INFORMATION AND BACKGROUND USSEC

BUILDING A PREFERENCE FOR U.S. SOY

USSEC's strategy can be found here: http://ussec.org/about-ussec/vision-mission/

USB's Long Range Strategic Plan can be found here: http://unitedsoybean.org/about-usb/strategic-planning/

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:

1. SmithBucklin-St. Louis for domestic marketing, new uses, production research and Board initiative activities;

2. Osborn & Barr Communications for communications/public relations activities and;

3. United States Soybean Export Council (USSEC) 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.

Attachment A

Equal Opportunity during the performance of the contract, the Contractor agrees as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, political beliefs, and marital or family status.
2. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.
3. The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Department that explain this section.
4. The Contractor shall, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
5. The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Department advising the labor union or workers' representative of the Contractor's commitments under this section, and post copies of the notice in conspicuous places available to employees and applicants for employment.
6. The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
7. The Contractor shall furnish all information required by Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor. Standard Form 100 (EEO-1), or any successor form, is the prescribed form to be filed within 30 days following the award, unless filed within 12 months preceding the date of the award.
8. The Contractor shall permit access to its books, records, and accounts by the contracting agency of the Office of Federal Contract Compliance Programs (OFCCP) for the purposes of investigation to ascertain compliance with the applicable rules, regulations and orders.
9. If the OFCCP determines that the Contractor is not in compliance with this section or any rule, regulation or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies

invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

10. The Contractor shall include the terms and conditions of subparagraphs (1) through (11) of this section in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
11. The Contractor shall take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into litigation to protect the interests of the United States.
12. Notwithstanding any other section of this contract, disputes relative to this section will be governed by the procedures in 41 CFR 60-1.1.

Attachment B

TERMS AND CONDITIONS

As a condition of being awarded any work under this request for proposal, the awarded contractor will be required to accept all of the following terms and conditions:

(All Capitalized Terms shall have the meaning as defined in the contract itself)

I. SCOPE OF WORK

a. Contractor understands that it is critical to the nature of the services performed under the contract that USSEC be able to quickly modify, cancel or stop any plans, schedule or work in progress hereunder. Nothing herein shall be construed to limit the discretion of USSEC or the Project Manager in making any such modifications as it requires. Therefore, Contractor shall:

i. Perform all tasks hereunder to the satisfaction of Project Manager.

ii. Immediately so modify, cancel or stop any plans, schedule or work in progress if instructed to do so by the Project Manager.

iii. All appeals will be decided at the sole discretion of USSEC's Chief Executive Officer (CEO). Failure to follow this appeal process may result in the immediate termination of the contract and the release of USSEC from any future liability.

b. Contractor shall coordinate with USSEC to develop mutually agreeable Key Performance Indicators ("KPI") within 30 days following execution of the contract. Contractor shall comply with such KPIs, which will become a basis for measurement of Contractor's satisfactory performance hereunder. Contractor shall provide USSEC monthly reports toward KPI progress in a mutually agreed format.

II. COMPENSATION

a. USSEC shall pay valid invoices within 30 days of receipt. In order to be valid, the invoice must meet the following requirements:

i. Contractor shall bill no more frequently than twice per calendar month.

ii. Contractor can only invoice for services after they are performed.

iii. Contractor must obtain approval from respective Project Manager for all invoices.

iv. Contractor must mail approved invoice to USSEC at the address noted in the contract to the attention of "Compliance".

v. Invoice must be in English or include an English translation.

a. 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.
b. 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.
c. Any reimbursable expenses, if allowed in the contract, not expressly detailed in Attachment A budget worksheet require written consent of USSEC prior to reimbursement. Contractor represents and warrants that any such expenditure will at all times comply with the Reimbursable Expense section of the USSEC Policies and Procedures Manual. In addition to any other action USSEC may take hereunder, violation of this warranty shall result in non-payment of all such non-compliant expenses. Contractor shall provide receipts for actual expenditures of $25.00 or more for which Contractor expects reimbursement. Meal expense totals per day are capped at the U.S. government per diem rates.
d. If contract allows for reimbursable expenses, Contractor may bill for the Expenses as incurred. Invoice must include a USSEC issued "Expense Report – Reimbursable Expenses" worksheet completed in accordance with USSEC Policies and Procedures and submitted to USSEC within 45 days of occurrence.
e. USSEC may authorize advance payment for large travel expenses upon prior written consent by USSEC to do so. In any event, USSEC will make the corresponding payment according to its internal Policies and Procedures Manual.
f. No international travel will be approved unless Contractor has informed the FAS Attaché/Counselor in the destination country. Contractor shall attach to its invoice for any such expenses, evidence satisfactory to USSEC of such notification.
g. All Payment amounts under the contract shall be in U.S. dollars.

Payment shall be contingent upon:

i. Performance of the Services to USSEC's satisfaction,

ii. Producing all required deliverables scheduled to be performed up to the date of invoice,

iii. Progress on KPIs to be performed up to the date of invoice,

iv. Delivery to USSEC of Contractor's timesheet for the invoiced period,

v. Delivery to USSEC of Contractor's complete and accurate invoice,

vi. Delivery to USSEC of Contractor's activity report for the payment period,

vii. Delivery to USSEC of required receipts, if any

viii. Contractor shall provide W-9 or W-8BEN upon agreement signature

h. Final Payment shall be contingent upon receipt of a final accounting of billed project expenses within 30 days after the end of the Term.
i. USSEC may, in its sole discretion, refuse payment on any submission of documentation received:
j. More than 30 days beyond the Term of the contract, or
k. In no event shall USSEC or Funding Sources be liable for late fees for any sums claimed to be due to Contractor.
l. Payments will be made to Contractor's address as defined in the contract or otherwise upon written notice.

III. TERMS AND CONDITIONS

a. Agents, Employees and Subcontractors. Contractor shall cause, and shall include in any contract it may have in relationship to the proposed contract with, all of its agents, employees, subcontractors and others under Contractor's control, to abide by the terms and conditions herein, particularly with respect to International Name, Contingent Agreement, Non-Disparagement, Non-Competition, Confidentiality, Indemnity, Audit and Record Retention, Regulatory Compliance, Intellectual Property, and Conflicts of Interest. Both USSEC and its Funding Sources, including USB, are tax exempt entities.
b. Contingent Agreement and Funding. Notwithstanding anything to the contrary herein, the contract shall not become effective unless and until
    i. USSEC receives final funding approval from all relevant and appropriate Funding Sources, and
    ii. The contract is fully executed and properly signed by both parties.
    iii. Services performed and expenses incurred prior to these conditions shall be at Contractor's own risk. Relevant and appropriate Funding Sources, provide all funds for Compensation of Contractor. USSEC has no obligation to pay Contractor any amount due hereunder unless and until it receives funds designated for the Services from the applicable Funding Source.
c. Relationship of Parties. Contractor and USSEC agree that Contractor is an independent contractor, not an employee, agent or legal representative of USSEC for any purpose. USSEC's sole obligation to Contractor shall be pursuant to the contract.
d. Exclusive Payment. Contractor agrees that Payment is 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.
e. Non-Disparagement. During the term of the contract, Contractor shall not make any public statements that reflect unfavorably upon, criticize or otherwise disparage:

f. U.S. soybeans or U.S. soybean products;
   ii. USSEC, Funding Sources, including USB, or their activities;
   iii. Contractor's association with USSEC or Funding Sources, including USB;
   iv. The "Soybean Check off"

g. 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.

h. Confidentiality. Without USSEC's prior written consent, Contractor and its officers, employees, agents, representatives, affiliates, and subcontractors shall not disclose to any third party any documents, materials or information that Contractor learns from or is provided in relation to the contract ("Confidential Material") for any purpose other than performing the Services. Contractor shall exercise reasonable care and implement security measures to protect all Confidential Material from disclosure, which shall in all cases be with at least the same level of care it would use for its own confidential information. This covenant of confidentiality will survive the termination of the contract.

i. Termination and Assignment. The contract may not be assigned by Contractor without the prior written consent of USSEC which it is free to refuse. USSEC may assign the contract to another entity based in the United States that uses Funding Source's funds pursuant to the requirements of the contract. The contract may only be terminated as set forth below, in the absence of written agreement by both parties:

j. USSEC's maximum liability for termination shall be the pro-rated value of fully-documented:

1. Services completed hereunder to the effective date of termination and

2. Any non-cancellable financial commitments of Contractor hereunder that were properly incurred by Contractor for the benefit of USSEC pursuant to the requirements of the contract.

I. ii. USSEC may terminate for any reason upon 30 days written notice without any further liability for termination than that described herein,

II. USSEC may terminate immediately at any time without any further liability for termination than that described herein, due to:
   1. Material changes which reduce USSEC's funding.
   2. A Force Majeure event as described herein.
   3. Any breach of Agreement or warranty hereunder by Contractor,
   4. Any criminal or civil action brought against Contractor or its employees, which in USSEC's sole and unfettered judgment impairs:

      a. Contractor's ability to perform the Services.

b. USSEC's or Funding Source's image or programs

III. Contractor may terminate the contract upon 30 days written notice, in which case USSEC may choose to terminate immediately upon receiving such notice without any further liability for termination than that described herein.

IV. The contract shall automatically terminate without any further liability for termination than that described herein upon:

1. Contractor's death, if an individual, or

2. Contractor's inability to perform the Services or achieve the Deliverables.

K. Taxes. 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.

L. Force Majeure. Neither party shall be liable for failure to perform under the contract if such failure is a result of circumstances beyond such party's control, including but not limited to Acts of God (such as fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, hostilities (regardless of whether war is declared), terrorist activities, government sanction, blockage, embargo, or labor dispute. If a party asserts Force Majeure as an excuse for failure to perform an obligation, that party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events and that the party substantially fulfilled all non-excused obligations.

M. Insurance.

N. During the term of the contract, Contractor shall obtain and maintain a policy of professional liability insurance with a minimum of the following coverage:

a. Professional Liability with a minimum liability of $1,000,000 USD per occurrence.

i. If Contractor obtains its own insurance coverage, Contractor shall provide USSEC with a Certificate of Insurance, in an industry standard format such as the ACORD format, evidencing Contractor's insurance coverage and providing 30 days' notice of any policy reductions or termination.

ii. Contractor may obtain such insurance coverage at its own expense, or may obtain such insurance under USSEC's own insurance policies for an administrative fee of $50.00, to be deducted from the amount of Contractor's first invoice hereunder. Coverage under USSEC's insurance policies shall be effective only while performing Services hereunder for USSEC. The parties recognize that the Contractor's obtaining of this coverage under USSEC's own insurance policies, and

USSEC's facilitation thereof, does not ensure coverage of any claim under the insurance policies described in this section. Contractor hereby releases and holds harmless USSEC from any and all claims arising as a result of the failure by USSEC's insurance provider, the Chubb Group of Insurance Companies ("Chubb"), to provide coverage for a claim related to the insurance policies described in this section, and Contractor further agrees that Contractor's sole recourse shall be against Chubb for any failure by Chubb to cover a claim. If Contractor breaches this release, USSEC shall be entitled to recover all attorneys' fees related to defending.