

REQUEST FOR PROPOSAL

SUBMISSION DEADLINE

5:00 PM CST, 4/1/2021

RFP TITLE: Global Trade Policy Developments and U.S. Agricultural Competitiveness

RFP CONTACT:

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PROPOSAL DEADLINE: APRIL 1, 2021 AT 5:00PM CDT

INTRODUCTION:

U.S. agriculture remains highly competitive in global markets in part because of a supportive trade environment focused on trade agreements that expand opportunities for U.S. goods. However, U.S. competitors are catching up. Recent bilateral and multilateral trade agreements negotiated by competitor nations have the potential to undermine U.S. agriculture's global competitiveness and shrink export market opportunities. Understanding these dynamics and their potential to impact U.S. agriculture is critical for maintaining global competitiveness and expanding U.S. market share.

PURPOSE OF RFP:

The U.S. Soybean Export Council (USSEC) is requesting proposals for an economic analysis of global trade agreements and their effect on the competitiveness of U.S. agriculture. Successful proposals will: demonstrate a clear grasp of recent global trade dynamics as they relate to U.S. agriculture; articulate a robust methodology for analyzing tariff and non-tariff preferences in competitor trade agreements and their effect on U.S. relative competitiveness; and demonstrate the ability to clearly communicate this analysis to U.S. soy stakeholders, government partners, and the U.S. agriculture industry. The resulting report will provide the costs to U.S. agricultural sectors of exclusion from trade agreements and potential gains from establishing or joining new agreements in order to prioritize future opportunities and communicate gains from trade.

BACKGROUND & PURPOSE OF PROJECT:

Maintaining competitiveness is critical to preserving and expanding market share for U.S. agricultural goods. In the past, U.S. competitiveness has been supported by an active trade agenda that has sought to expand access for U.S. goods by negotiating bilateral and multilateral trade agreements. Over the past thirty-five years the U.S. has recorded into force trade agreements with 20 countries and has supported multilateral trade liberalization at the global level through the World Trade Organization. Between 1994 and 2019, the value of U.S. agriculture exports has risen dramatically, from \$47 to \$137 billion, according to the U.S. Department of Agriculture.

However, in recent years this growth has stagnated. Meanwhile, large regional trade agreements have been negotiated without U.S. participation, and competitor nations have been aggressive in expanding trade preferences through bilateral agreements. In recent years, the European Union has completed a trade agreement with Canada and finished negotiations of an agreement with the Mercosur countries of South America, and some Asia-Pacific countries have agreed to join large trading blocs like the Comprehensive and Progressive Trans-Pacific Partnership (CPTPP) and the Regional Comprehensive Economic Partnership (RCEP).

Currently, U.S. agriculture has a limited understanding of the combined effect these agreements will have on U.S. competitiveness. This project will analyze recent trade agreements that the U.S. is not a member of and measure any loss of competitiveness to U.S. agriculture. The purpose of this analysis is to better inform U.S. soy marketing strategy and provide the economic and intellectual case for new bilateral and regional trade agreements.

TARGET AUDIENCE:

The target audience for this report on global trade policy developments will include:

- ASA and USSEC stakeholders, including the ASA Trade Policy and International Affairs (TPIA) committee.
- Allied U.S. agriculture organizations and cooperators.
- U.S. government partners including the U.S. Department of Agriculture and U.S. Trade Representative.
- Overseas partners, including importers and consumers of U.S. agricultural products.

A critical outcome of this project will be communicating the project's outcomes to the ASA TPIA committee. The outcomes of this analysis will be used by ASA and USSEC to identify new trade opportunities and build support amongst U.S. agriculture stakeholders for a U.S. trade policy focused on expanding markets through trade agreement negotiation.

SCOPE (SERVICES) OF WORK:

This project will generate an economic analysis of global trade agreements that exclude the U.S., including, but not limited to: RCEP, CPTPP, EU-Mercosur, EU-Canada, and the EU-Ukraine DCFTA. This analysis will measure the relative loss of competitiveness to U.S. agriculture from the implementation of these agreements, under the assumption that these agreements provide preferential access to foreign origin commodities over U.S. origin.

In addition to a broader analysis of the competitiveness losses to U.S. agriculture, this analysis will provide a detailed look at the CPTPP agreement and model the implications and economic impact to U.S. agriculture of joining the agreement.

Contractors will be expected to:

1. Survey recent global trade developments that have excluded the U.S. and that could influence U.S. agriculture's competitiveness.

2. Develop a methodology for analyzing global trade agreements incorporating measurements for both tariff and non-tariff barriers.
3. Provide a detailed analysis of recent trade agreements using this methodology with a focus on their impacts on U.S. soy and other U.S. origin agricultural products.
4. Provide an in-depth analysis of the CPTPP agreement and model the implications and economic impact for joining the agreement for U.S. soy and other U.S. origin agricultural products.
5. Provide an analysis of additional non-tariff components of recent agreements that could impact U.S. competitiveness, including but not limited to: sustainable development; dispute settlement; biotechnology; geographical indicators; sanitary and phytosanitary standards and technical regulations.
6. Make recommendations for trade policy goals based on the outcomes of this analysis. This may include recommendations for joining existing trade agreement or negotiating new trade agreements or specific provisions that may enhance current or new trade agreements relative to competitor nations.
7. Develop materials, including PowerPoint slides, tables, and charts, that communicate the results of the report clearly to a non-expert audience.
8. Provide availability for the communication of the report's findings to ASA and USSEC staff and the ASA TPIA committee. Availability to brief additional stakeholders may be requested as needed.

DELIVERABLES:

Completion Date	Description of Deliverables
April 30, 2021	Submit draft of trade agreements to be analyzed and the proposed methodology
June 1, 2021	Provide draft of the tariff and non-tariff barriers analysis to USSEC staff for review
June 15, 2021	Provide draft analysis of non-tariff components to USSEC staff for review
July 15, 2021	Final draft analysis due to USSEC for review and comment
July 22, 2021	USSEC comments due to contractor for review
August 4, 2021	Final report due to USSEC
August 15 2021	Final communications materials and graphics due to USSEC
Ongoing	Contractor available to provide presentation and communication to U.S. soy stakeholders and allied organizations as needed.

PROJECT TIMELINE:

Our expectation is for this contract to last from **May 1, 2021** to **December 31, 2021**. We are asking that the Project Proposal include details about what the proposed timeline and scope would look like.

RFP TIMELINE:

- **RFP Distribution:** March 15, 2021
- **Last Day to Submit Questions:** March 22, 2021 by 5:00PM Central Time
- **Project Proposals Due:** April 1, 2021 by 5:00PM Central Time
- **Prospective Contractors Notified By:** April 16, 2021

INSTRUCTIONS:

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

1. Please email the proposal to RFP@USSEC.ORG by **5:00PM Central Time** on **April 1, 2021**
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. Include a description of any models to be used and whether they have been used in previous 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: <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:

- 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.

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.