

REQUEST FOR PROPOSAL

**SUBMISSION DEADLINE:
DECEMBER 5, 2023, 5:00 p.m. (IST)**

RFP TITLE: REGIONAL HEAD OF SANITARY AND PHYTOSANITARY (SPS) & TECHNICAL BARRIERS TO TRADE (TBT)

RFP CONTACT:

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INTRODUCTION:

United States Soybean Export Council (USSEC) requests proposals to assist in the continued development and implementation of a Technical Representative for the South Asia region.

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, 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.

PURPOSE OF RFP:

USSEC's 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.

The purpose of this RFP is to seek proposals for Regional Head of Sanitary and Phytosanitary (SPS) & Technical Barriers to Trade (TBT) in the South Asia (SA) region. The Regional Head of Sanitary and Phytosanitary (SPS) & Technical Barriers to Trade (TBT) - Human will promote U.S. Soy and engage key customers in the region. The contractor will also attend/host conferences, meetings, etc. as requested with approval by the Regional Director

BACKGROUND & PURPOSE OF PROJECT:

The SA region (Bangladesh, Pakistan, Sri Lanka, India, and Nepal) includes developing economies with low protein consumption.

A critical approach to communicating the U.S. Soy Advantage is having an on the ground presence that can interface directly with key customers. USSEC will maintain the U.S. soybean industry's marketing and trade servicing capabilities in SA region while providing trade services, technical services and marketing support to importers, end users and soy industry organizations.

However, several technical barriers to trade exist throughout the region in nearly every country. These compound over one another and can be trade restrictive.

TARGET AUDIENCE:

Soy supply chain stakeholders—including regional associations, soyfood producers, regulators, influencers and importers

SCOPE (SERVICES) OF WORK:

As the Regional Head of Sanitary and Phytosanitary (SPS) & Technical Barriers to Trade (TBT), the contractor will be providing the following services:

Advising, Planning, Market Access:

- Functions as a senior advisor to assist in the resolution of SPS & food safety issues in South Asia. Provides strategic advice to stakeholders regarding appropriate methodologies to execute and address regulatory issues and works to assist in resolving trade barriers for promoting US soy exports to South Asia.
- Facilitates the release of agricultural products that are detained at regional ports of entry due to phytosanitary issues. Provides a wide variety of services related to the development, analysis, review, and coordination of proposed regulations designed to meet program needs.
- Works to review commercially viable trade opportunities in countries where SPS barriers prevent trade
- Functions as a member of the team to disperse knowledge and work collaboratively with all members, taking into consideration all viable options and working to execute the plan as directed by the regional director.

Management & Trade facilitation:

- Assists in trade facilitation by participating in meetings and interactions with key stakeholders.

- Records and creates a compendium of import regulations
- Works with industry and associations to come to solutions for trade irritants and SPS barriers
- Responds to inquiries on a variety of issues, such as trade facilitation and quarantine regulations.

Market Research & Capacity Building:

- Serves as the principal coordinator for regional trade facilitation and for collecting & disseminating information on regulatory matters and market access concerns.
- Utilizes working knowledge of the basic international trade concepts and rules that govern global commerce (e.g. World Trade Organization, Codex etc.) to remove market access barriers.
- Demonstrated working knowledge of the international rules that guide the use of health regulations in trade (e.g., WTO SPS Agreement, standard setting bodies like International Plant Protection Convention (IPPC), or other comparable standard setting framework) to alleviate impediments to trade.
- Train industry and internal USSEC team members on the challenges regarding SPS issues, including:
 - Documenting and determining fumigation dosage and concentrations around the world
 - Promotion of phosphine fumigation, opposed to methyl bromide
 - Collaborating with other countries to globalize standards of technical barriers to trade, especially in India
- Work with the international and/or regional plant health organizations and familiarity with their roles and functions to provide advice and guidance to internal and external industry stakeholders

Contact Management, and Administrative :

- Plans and develops procedures for providing stakeholders with prompt service for obtaining the latest and most complete information on agricultural regulations.
- Is responsible for maintaining the "corporate memory" of trade issues that have occurred, and resolution of these issues.
- Promotes win-win solutions to difficult trade issues and identifies opportunities for collaboration within international and regional organizations. Builds networks and works effectively with other U.S. government agencies.
- Builds networks and works effectively with foreign counterparts at either bilateral or multilateral fora or organizations to build relationships, seek consensus on issues and identify joint solutions of mutual interest and benefit.

For the purpose of this RFP, you will only be required to provide your CV, your daily rate based on an eight (8) hours workday in USD, and a program proposal. The program proposal should show your understanding of the market; what the issues and opportunities are; what can be done to build a preference for U.S. soybeans and soybean products, advocate for the use of

soy, and promote the benefits of soy; and explanation of why you would be the best candidate. The event budget and specified details will only be required in the form of an Event Proposal only if the RFP is accepted. See instructions for detailed information.

ADDITIONAL CONSIDERATION (if applicable)

- Preference will be given to proposals from companies/individuals residing in or already doing business in the country/region indicated.
- Submitter must have the following technological requirements:
 - Reliable internet access
 - Internet Explorer (version 11 or greater)
 - Microsoft Office Suite (2013, 2016 or 365), which include:
 - Outlook
 - Excel
 - Word
 - PowerPoint

DELIVERABLES:

Completion Date	Description of Deliverables
January 1 – December 1, 2024	<p>Provide applicable project support documents, forms and templates for the proper implementation of events.</p> <ul style="list-style-type: none"> • Provide to Regional Project Team Lead and/or applicable USSEC department required and approved USSEC documents, forms and templates for review and approval. • All documents, forms and templates will be turned in according to the task timeline provided by the Regional Project Team Lead.
Monthly, or as incurred	<p>Provide invoice of personal fees for payment.</p> <ul style="list-style-type: none"> • Provide with the invoice any materials, presentations, trip reports, etc. created and utilized for any applicable services that were accomplished. • Ensure all applicable invoices are submitted within 30 days of transaction and are compliant with USSEC policies and procedures. • Ensure invoice is submitted to ap@ussec.org.

By the 5th Calendar day of each month	<p>Detailed report of monthly activities and events attended with expected impact(s) and outcome(s).</p> <ul style="list-style-type: none"> • Ensure Report Template is utilized. • Ensure report details all events with critical discussion of results for any applicable services that were accomplished. • Provide inside or along with the report any insights gained that can improve the execution of the activities and events. • Provide to Regional Director and Regional Project Team Lead.
By Dec 31, 2024	<p>Detailed summary of year's events, key issues, alliances, and recommended actions.</p> <ul style="list-style-type: none"> • Ensure Report Template is utilized. • Ensure report details all events with critical discussion of results for any applicable services that were accomplished. • Provide inside or along with the report any insights gained that can improve the execution of the activities and events. • Provide to Regional Director and Regional Project Team Lead.

PROJECT TIMELINE:

Our expectation is for the Project to last from January 1, 2024 to December 31, 2024. We are asking that the Project Proposal include details about what the proposed timeline and scope would be like.

RFP TIMELINE:

- **RFP Distribution:** November 14, 2023
- **Last Day to Submit Questions:** November 30, 2023
- **Project Proposals Due:** December 5, 2023 by 5:00 p.m. IST
- **Prospective Contractors Notified By:** December 11, 2023

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

1. Please email the proposal to Rrfp@ussec.org; nsharma@ct.ussec.org by **December 5, 2023**
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.
4. Resumes for each of the Prospective Contractor's personnel assigned to work directly on the implementation of the contract.
5. Provide a minimum of two names and contact information for other similarly sized clients for reference purposes.
6. Detailed Budget
 - i. - 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.

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.
- o 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.