

REQUEST FOR PROPOSAL

SUBMISSION DEADLINE: April 24, 2025 - 12:00 PM SGT

RFP TITLE: COUNTRY REPRESENTATIVE FOR MALAYSIA

RFP CONTACT:

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PROPOSAL DEADLINE: April 24, 2025 – 12:00 PM SGT (GMT +8)

INTRODUCTION:

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, advocates for the use of soy in livestock and aquaculture feed and human consumption, promotes the benefits of soy use through education and connects industry leaders through a robust membership program.

USSEC's standard practice is to RFP every 3 years in an open and competitive manner. This type of cost analysis will assist in determining the fair market value for the work to be performed and allows USSEC the opportunity to evaluate various proposals and select the best contractor for the job based on experience, availability, expertise, approach, and cost

PURPOSE OF RFP:

The purpose of this RFP is to solicit proposals for a Country Representative to support USSEC's marketing, trade, and technical programs in Malaysia.

SCOPE (SERVICES) OF WORK:

The Contractor will support USSEC's market development and promotional efforts in Malaysia as and when needed. Key responsibilities include:

- Represent USSEC in Malaysia before relevant stakeholders, including food, feed, livestock, and aquaculture industries, trade associations, and government bodies.
- Promote the use of U.S. Soy and build positive relationships with key industry and government contacts.
- Support USSEC's Buyer Support Programs and country-level events that aim to increase U.S. Soy exports.
- Gather market intelligence and industry insights relevant to USSEC's mission, including customer feedback, soy usage data, and trade information.
- Identify and engage key soy importers and end-users; support the implementation of USSEC's Unified Export Strategy (UES) and related initiatives.
- Coordinate meetings and visits for USSEC leadership, U.S. Soy stakeholders, and other collaborators as requested.
- Collaborate with USSEC's Southeast Asia team, including Focus Area Consultants and Project Support Specialists.
- Ensure participation of key industry representatives in regional USSEC-backed events and conferences.

- Maintain regular communication with the Regional Director and uphold USSEC's core values in all professional engagements.

The Contractor must avoid any activities that conflict with USSEC's mission and is expected to provide input to support future U.S. Soy marketing strategies in Malaysia.

CONTRACTUAL OBLIGATIONS AND PROFESSIONAL CONDUCT:

- Abide by instructions from USSEC's management, accounting, and compliance teams.
- Meet the Services, Deliverables, and KPIs outlined in the Master Agreement and Addendum.
- Uphold USSEC's core values: (1) Deliver World Class Performance, (2) Act Responsibly, (3) Foster Our Diversity, and (4) Trust Our Team.
- Refrain from any activities that contradict or reflect negatively on USSEC or USSEC's Mission.

ADDITIONAL CONSIDERATION (if applicable)

Additional Considerations to include any specific information regarding the proposal that could affect the Prospective Contractors' ability to submit a proposal.

SERVICES AND DELIVERABLES:

The Contractor, operating as an independent business entity, will report directly to USSEC's Southeast Asia Regional Director. Based in Malaysia, the Contractor will serve as USSEC's Country Representative, responsible for preserving and expanding USSEC's presence and interests in the Malaysian market.

As the designated Country Representative, the Contractor will act as the central point for coordination, communication, compliance, and reporting on all matters related to Malaysia. This includes supporting marketing, trade, and technical activities that align with USSEC's strategic objectives.

The Contractor's effectiveness will depend on their ability to:

- Establish and maintain strong, trust-based relationships with key stakeholders, including customers, trade partners, industry associations, institutions, and relevant government bodies.
- Communicate regularly with both local stakeholders and USSEC staff to ensure alignment of messaging and objectives.
- Demonstrate cultural awareness and sensitivity, adapting appropriately to Malaysia's unique social, political, and business environments.

The overall goal is to ensure that USSEC maintains a visible, strategic, and proactive presence in Malaysia—fostering a favourable environment for U.S. Soy and facilitating greater trade opportunities.

DELIVERABLES:

Completion Date	Description of Deliverables
May 1, 2025, to December 31, 2025 Monthly Report	<p>The Contractor is required to submit an invoice and a monthly report to the Regional Director in a prescribed format. The monthly report serves as a comprehensive update on the Contractor's activities, with a focus on their engagement with industry contacts and dedication to promoting sustainability. It enables the Regional Director to assess progress, identify areas for improvement, evaluate deliverables, and ensure alignment with the contract's objectives.</p> <p>The monthly report will include, but not be limited to, the following details:</p> <ol style="list-style-type: none">1. Summary of Activities and Achievements Overview of key activities undertaken, efforts made, and notable outcomes during the reporting period.2. Stakeholder Engagement Summary of meetings and interactions with soy industry stakeholders, including outcomes of discussions and collaboration efforts.3. Sustainability Promotion Report on activities supporting sustainability goals, including efforts to promote the Soy Sustainability Assurance Protocol (SSAP) and any measurable impact or progress.4. Market Intelligence Timely updates on market trends, developments, and events affecting U.S. Soy trade and preference. Regular engagement with FAS should be included where applicable.5. Insights and Recommendations Observations on market conditions, program effectiveness, and actionable recommendations related to trade issues and marketing strategy.6. Communication and Inquiry Handling Summary of communications and support provided to U.S. exporters, importers, processors, trade bodies, and government agencies regarding U.S. Soy sourcing and availability.7. Plan of Work Outline of proposed activities for the following month or quarter. A weekly plan may be requested by the Regional Director in specific situations.8. Budget Overview Updated budget tables reflecting current investment

	<p>estimates for activities under the Contractor's scope.</p> <p>9. Program Review and Strategic Input Reviews and feedback on program performance, including suggestions for improvement and input on strategic direction.</p>
<p>May 1, 2025, to December 31, 2025</p> <p>Core Deliverables</p>	<ol style="list-style-type: none"> 1. The Contractor will support the achievement of USSEC's corporate goals and objectives through active engagement and execution of assigned responsibilities. 2. The Contractor will provide concise meeting summaries and actionable next steps within one week of each customer interaction. 3. The Contractor will assist the Regional Director in advancing the promotion of the Soy Sustainability Assurance Protocol (SSAP) in Malaysia. 4. The Contractor may be required to deliver professional presentations at virtual workshops, seminars, or conferences, aligned with USSEC's objectives, to promote U.S. Soy and address industry challenges. 5. The Contractor will prepare timely market and management reports, offering insights on market trends, competitor activity, and progress on USSEC initiatives to support data-driven decisions.

PROJECT TIMELINE:

*Our expectation is for the **USSEC'S COUNTRY REPRESENTATIVE FOR MALAYSIA** to last from **May 1, 2025, to December 31, 2025** (or be completed by a certain date as determined by the Regional Director). We are asking that the Project Proposal include details about what the proposed timeline and scope would look like.*

Following this period, and subject to regular contract reviews and an annual performance evaluation, the contract may be renewed for a mutually agreed term or period, subject to and in alignment with the terms of each marketing season and or the tenure of the funding source.

RFP TIMELINE:

- RFP Distribution: April 11, 2025
- Last Day to Submit Questions: April 18, 2025 – 12 PM SGT Time (GMT +8)
- Project Proposals Due: April 24, 2025 - 12 PM SGT Time (GMT +8)
- Selections Made By: April 28, 2025
- Prospective Contractors Notified By: April 30, 2025

Please note that the selection and notification period outlined in this RFP may be extended under certain circumstances. While we aim to adhere to the specified timeline, unforeseen factors may necessitate an extension. Such factors include, but are not limited to:

- A high number of submissions may require additional time for thorough evaluation and review; conversely time may be required to draw more submissions to meet compliance or if there are no suitable candidates in the first round.
- Additional time may be required if we need to request clarifications or additional information from prospective contractors.
- Conflicts in scheduling with key evaluators or decision-makers within USSEC may result in delays.
- Changes in regulatory requirements or funding sources may impact the timeline for finalizing selections.

We appreciate your understanding and patience should an extension become necessary. We will communicate any changes to the timeline promptly to ensure transparency throughout the selection process.

INSTRUCTIONS:

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

1. Please email the proposal to RFP@USSEC.ORG and Chatan@ct.ussec.org and SLau@ussec.org by **12:00 PM SGT (GMT +8) on April 24, 2025.**
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

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.

7. 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: <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:

- 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.

MANDATORY CONTRACTUAL TERMS

Contracts: *the following terms are required:*

1. USSEC, as well as the Secretary of Agriculture, may terminate the contract and be relieved of payment. USSEC will pay for all work performed under contract until the date of termination.
2. Any work a contractor undertakes prior to contract approval by AMS is at their own risk and USSEC is not financially liable if the contract is not approved.
3. Funds paid to the contractor may not be used for the purpose of influencing legislation or governmental policy or action. "Influencing legislation" is defined as any attempt to affect the opinions of the general public or any segment thereof concerning current or proposed legislation or any attempt to influence legislation through communication with any member or employee of a legislative body or with any government officials who may participate in the formulation of legislation. "Government officials" refers to federal employees outside of USDA, foreign, and State governments/officials, legislators, and legislative staffs. "Influencing of governmental policy or action" is defined as any action the principal purpose of which is to bring about a change in existing policy or regulation or affect the outcome of proposed policy or regulation, except those actions which are specifically provide for in the Soybean Act and Order.
4. The contractor must (a) keep accurate records, books and documents involving transactions relating to the contract; (b) retain the records, books and documents for 3 years; and (c) said records, books and documents may be subject to inspection and audit by a representative of USDA and/or USSEC.
5. EEO policy statement: contractor agrees that, during the performance of this Agreement, contractor will not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, age, disability, protected genetic information, or reprisal. 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, but not limited to, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination in Employment Act of 1967, Genetic Information Act of 2008, and the Equal Pay Act of 1963. Nothing in this section shall require contractor to comply with or become liable under any law, ordinances, regulation or rule that does not otherwise apply to the contractor.
6. Subcontractors. Subject to USSEC's approval, the contractor may subcontract specific tasks to outside parties. Should the contractor elect to subcontract specific tasks, subcontractors will be subject to the same contractual terms as its contract agency in regard to:
 - (1) Reporting and record keeping;
 - (2) Travel expenses;

- (3) Title of property;
- (4) Confidential information
- (5) Influencing legislation and/or influencing governmental policy or action;
- (6) Federal civil rights policies.

The primary contractor agency who has a direct contract with USSEC will be fully responsible for the quality of all work product, including any approvals from AMS. Any such authorization in the contract must state that entering into a subcontract does not relieve the contractor of primary responsibility to carry out the terms and conditions of the underlying contract in accordance with the Act, Order, Regulations and USDA policies.

7. Confidentiality

Financial or commercial information obtained under contract with USSEC that is privileged and confidential shall be kept confidential by all persons, including employees and former employees of USSEC, USDA and the contractor having access to such information.

Contracts: ***the following terms are not allowed:***

- 1. Indemnification provisions, unless it is clear that the indemnification will in no way obligate the U.S. government to pay on a potential claim.
- 2. Liquidated Damages

Intellectual property. Rights will be governed by the Bayh Dole Act, 35 U.S.C. §200-212 for any entity that is a “contractor” as defined by the Act at §201(c).

Expenses. The following expenses are prohibited under the Act and Order:

- 1. University Principal Investigator salaries;
- 2. University overhead/indirect costs; non-Principal Investigator salaries are an exception
- 3. Entertainment expenses;
- 4. Spousal/family/companion expenses;
- 5. Personal expenses (except as specifically allowed in USSEC’s Travel policies;
- 6. Open bars;
- 7. Funding of capital equipment unless the equipment is purchased (a) in direct connection with a plan or project, and (b) necessary for the completion of the plan or project.