TO: Prospective Contractors

FROM: Jelena Bagaric, U.S. Soybean Export Council

RE: RFP Title: U.S. Biodiesel: International Markets and Growth Prospects Assessment

Purpose of RFP
The purpose of the RFP is to conduct a market assessment with the goal of identifying key international markets with growth prospects for U.S. biodiesel in all USSEC Regions:

- Americas (excluding the U.S.): Bahamas, Barbados, Belize, Bermuda, Canada, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Haiti, Honduras, Jamaica, Mexico, Nicaragua, Panama, Suriname, Trinidad and Tobago, Venezuela.
- North Asia: China, Hong Kong, Japan, Taiwan, South Korea
- Asia Sub-Continent: Bangladesh, India, Nepal, Pakistan, Sri Lanka
- Europe: All European Countries (European Union & Non-EU Members)
- Middle East/North Africa: Algeria, Egypt, Iran, Iraq, Israel, Jordan, Kuwait, Lebanon, Libya, Oman, Palestine, Saudi Arabia, Syria, Tunisia, United Arab Emirates, Yemen.

USSEC requires the market assessment to be completed by March 14, 2017.

Background & Purpose of Project
This project encompasses gathering of invaluable market intelligence through contracts with qualified and globally recognized market researchers and industry experts.

The project objective is to examine future export opportunities and competitive global market factors impacting U.S. biodiesel. USSEC will also organize a U.S. Biodiesel International Prospects Roundtable to present the results of the market assessment. If promising opportunities surface from the Roundtable discussions, USSEC will collaborate with National Biodiesel Board to develop a game plan to follow-up and promote U.S. origin biodiesel into the viable destinations and start reaching out to identify viable targets.

(Throughout this document the term biodiesel will be used to represent both biodiesel and renewable diesel and assumes that soybean oil is a feedstock source in both.)

Target Audience(s)
- USSEC Staff
- United Soybean Board
- Foreign Agriculture Service and American Soybean Association’s Trade Policy and International Affairs Committee

Expected Outputs/Deliverables
- Monthly Updates to USSEC Marketing Director and Project Manager on progress of assessment.
Final Market Assessment in PowerPoint Format to be submitted to Project Manager no later than March 14, 2017.

Project Outcome
With the results of this assessment USSEC expects to be able to:
1. Assess future U.S. biodiesel export opportunities and associated competitive market factors, including regulations impacting trade;
2. Understand and quantify the types of biodiesel available and being produced/developed in each region to be studied; and
3. If feasible, define the programs and strategies needed to positively impact the growth in overseas demand for U.S. biodiesel.

Scope of Work
The prospective contractor must demonstrate capability, resources, knowledge of and robust experience related to market research in the energy sector.

Selected contractor is expected to:
- Provide an estimate of the number of hours required to perform the assessment and write the report within the stipulated production timeframe;
- Commit to submitting the final market assessment in the time frame determined by USSEC;
- Cover the following items in the market assessment:
  1. Executive Summary
  2. International Biodiesel Industry Overview:
     - Biodiesel markets and usage
     - Biodiesel production
     - Global demand and production
     - Growth patterns
     - Biodiesel makers and shapers
     - Regulatory environment pertinent to the biodiesel market
     - Long term outlook for consumption of biodiesel
  3. Current and projected (to 2021) biodiesel market size and demands
  4. Assessment of future opportunities and best export prospects for U.S. biodiesel, conclusion and recommendation for U.S. soy based biodiesel industry:
     - Identify and quantify challenges, competition, and market opportunities for which U.S. biodiesel exports will need to take future defensive/counter-offensive actions and market development activities.
     - Analyze and prepare forecasts of, how factors such as the projected increases in global biodiesel production and demand, combined with policy changes will serve both to challenge and to open new doors for U.S. exports of biodiesel.
     - Gain an understanding of the competition that U.S. exports do/will face with a focus on those producing countries that are currently or may become significant exporters as well.

Additional Information:
There is a possibility that USSEC will hold a U.S. Biodiesel International Prospect Webinar to present the results of this study to the target audience.

Please submit a separate and very brief proposal outlining how much you would charge to present the results of the study at the U.S. Biodiesel International Prospect Webinar.
**Project Timeline**

Our expectation is for the market assessment to take place between **December 14, 2016** and **March 14, 2017**. We are asking that the Project Proposal include details about what the proposed timeline and scope would look like.

- **RFP Distribution:** October 20, 2016
- **Last Day to Submit Questions:** November 2, 2016 at 12:00PM Central Time
- **Pre-Proposal Call:** November 3, 2016 in the afternoon (tentative)
- **Project Proposals Due:** November 11, 2016 at 5:00PM Central Time
- **Selection Made By:** November 14, 2016
- **Prospective Contractors Notified By:** November 14, 2016

**Instructions**

Please submit proposal to Jelena Bagaric via e-mail at jbagaric@ussec.org by 5:00PM on November 11, 2016.

I. 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. Bio/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 international market analysis services for a similar project.
   4. Proposals should be no longer than **10 pages** (8½” x 11”).
      - 100-word executive summary of the proposal
      - Proposal details as outlined above, with Full Proposal
      - Proposal Budget Detail

   **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.

II. Budget Information (US Dollars):

   1. A preliminary estimated budget total and indicate major components. Please avoid a large miscellaneous category. (USSEC generally does not pay for institutional overhead expenses.)
(Sample Budget Detail for Proposal)

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

2. A fee schedule for any ancillary services your company would be able to provide under this scope of work including how much it would cost for you to present the results of this study via a U.S. Biodiesel International Prospect Webinar to the target audience.

Questions about this RFP are welcome and encouraged. Please see contact information below. Last day to submit questions is November 2, 2017 by 12:00PM Central Time.

Contact Information:
Jelena Bagaric
Marketing Project Manager – Human Nutrition/Oil
jbagaric@ussec.org
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. 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.