U.S. GRAINS & BIOPRODUCTS COUNCIL

REQUEST FOR PROPOSAL (RFP)

Pakistan Market Development: Government Relations, Policy Engagement, and Promotional Support Services

I. PROJECT DESCRIPTION AND BACKGROUND

The U.S. Grains & BioProducts Council develops export markets for U.S. barley, corn, sorghum, and related products, including distiller's dried grains with solubles (DDGS) and ethanol. With representation in 30 countries and programming in more than 70 countries worldwide. The Council believes exports are vital to global economic development and to U.S. agriculture's profitability.

The U.S. Grains & BioProducts Council (the "Council") plans to retain, pursuant to this Request for Proposal ("RFP"), a qualified firm or contractor (the "Contractor") to provide in-country government relations, policy engagement, and market development support services in Pakistan in support of the Council's program to expand U.S. coarse grain and ethanol exports to Pakistan.

Pakistan represents a significant and emerging opportunity for U.S. coarse grain and ethanol exports. As U.S. sorghum vessels began shipping to Pakistan in 2025, the Council identified critical regulatory and policy gaps that require targeted in-country engagement to convert commercial interest into sustained market access.

The Council's near-term priorities in Pakistan include the following:

- Remove non-tariff barriers (NTBs) to secure the issuance of Pakistani import permits for U.S. sorghum, corn, and DDGS, without which no commercial coarse grain sales to Pakistan can be finalized;
- Advance an ethanol blending mandate that explicitly incorporates a role for imported U.S. ethanol, establishing long-term demand;
- Ensure Pakistani regulatory measures on grain standards, phytosanitary requirements, and tariff schedules do not create additional barriers to U.S. coarse grain and ethanol trade; and
- Build lasting relationships with Pakistani government regulators, industry associations, and private sector buyers that position the U.S. as the preferred supplier of feed grains and biofuels for Pakistan's growing demand.

The Council is now seeking an in-country Contractor to support the government relations and promotional components of this program.

II. STATEMENT OF WORK

For the purpose of this engagement, the Contractor, at a minimum, will do the following:

1. Stakeholder and Issue Mapping: Identify and profile key government policymakers, regulatory officials, ministry offices, industry associations, and private sector actors whose positions and decisions most directly affect U.S. coarse grain and ethanol market access in Pakistan. Assess each stakeholder's current position on sorghum import permits, ethanol blending mandates, and grain import policy, and identify the messages and relationships most likely to advance the Council's objectives. Identify potential allies, including Pakistani feed millers, grain traders, fuel blenders, and U.S.-affiliated businesses with commercial interests aligned with liberalized grain and ethanol import policy.

2. Messaging and Positioning: Review and adapt the Council's existing market development messaging for the Pakistani policy and regulatory context. Develop key talking points and communication materials that highlight the importance of an ethanol blending mandate for guaranteed implementation and country-wide benefits, and that support government and industry engagement on U.S. grain quality, phytosanitary compliance, and the commercial case for liberalized import policy.

3. Engagement Roadmap: Develop a rolling action plan that serves as a clear step-by-step roadmap for government relations and promotional activities across the two-year period of performance. The plan will identify priority relationships, regulatory proceedings to monitor and engage, events to organize, and milestones for advancing the Council's sorghum permit and ethanol blending mandate objectives, including targeted America First trade teams to Pakistan.

4. Ongoing Representation and Support: Facilitate regular in-country interaction between U.S. industry, Pakistani industry, and Pakistani regulators through meetings, conferences, roundtables, and trade team coordination. Discuss regulatory measures taken by the Pakistani government to ensure non-tariff barriers do not preclude U.S. coarse grains and ethanol from being exported to Pakistan. Provide weekly engagement with government stakeholders, intelligence monitoring and reporting, and strategic counsel to the Council's Washington, D.C.-based program team.

III. INSTRUCTIONS FOR PREPARING A PROPOSAL

A. Include the following information in writing:

1) Specific proposed methodology for conducting the work of the contract. Describe how the Contractor would approach the task at hand and the specific actions to achieve the desired deliverables under the contract;
2) A description of the Contractor's capabilities, experience, and resources relative to this proposal, and a catalog of relevant previous work showing the organization for whom work was conducted;
3) Proposed members of the Project Team, including the tasks, roles, and responsibilities of each member, and resumes for each individual showing their experience and capabilities;
4) A description of any proposed subcontracting to supplement the Contractor's capabilities;
5) An estimation of the duration, timing, and number of people involved in each phase of the project. The project timeline should be submitted in the format indicated.
6) The total fee charged for the project on an annual basis. Show fee calculation by project phase and cost component. This fee includes all costs of research, travel, analysis, and write-up, as well as all secretarial, administrative, translation, interpretation, and

miscellaneous services. The total fee is all-inclusive and should be fully burdened with profit and overhead.

7) Any objections to the proposed form agreement. Amendments are allowed, but significant objections may render a Proposal unacceptable.
8) A list of at least three (3) professional references that the Council can contact prior to contract signing;
9) Name and address of the Project Coordinator for the Council to contact for purposes of notices.

B. Submit the Proposal in writing for the entire study described herein, signed by the person or persons legally authorized to bind the Contractor to a contract. The Proposal shall constitute a legally binding offer to contract for a period of thirty (30) days from the date submitted.

C. To be considered, a copy of the Proposal must be received in .pdf format via email (msevier@grains.org) by the Council's Washington, D.C. office **no later than 5:00 pm EST on August 31, 2026**. Oral, phone, fax, and physical transmissions will not be accepted. If you require additional time, please inform the Council.

Address the Proposal to:

Mark Sevier
Manager of Global Strategies and Trade
U.S. Grains & BioProducts Council
20 F Street, NW, Suite 900
Washington, D.C. 20001
msevier@grains.org

D. The Council will respond favorably to Proposals that go beyond the minimum requirements of the RFP and bring additional benefit as well as cost efficiencies to the project.

E. Any inquiries should be made in writing to Mark Sevier at the address in paragraph III.C.

F. The Council shall have the right to reject any Proposal that is inconsistent or irregular, or to otherwise reject any or all Proposals. The Council reserves the right to waive Proposal defects or deficiencies, to request supplementary information, or to negotiate with the Contractor.

G. Contract is subject to the following conflict of interest rules:

1. 'No Council employee, officer, board member, or agent thereof will participate in the review, selection, award, or administration of a contract if a real or apparent conflict would arise or when an individual or their partner, family or employer has a financial or other interest in the firm selected for an award.'

2. 'Council officers, employees, board members and agents thereof shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or subcontractors.'
3. 'Disciplinary actions for violations of such standards by Council officers, employees, board members or agents thereof may include reprimand, nullification of the contract, dismissal from Council employment or leadership position, and legal action.'

H. The Council shall award the contract to the bidder whose Proposal is most responsive to the RFP and most advantageous to the Council with regard to price and other factors.

IV. PROPOSED FORM OF AGREEMENT

SERVICES AGREEMENT

Activity #___

This SERVICES AGREEMENT (this "**Agreement**") is made and entered into on [month, day, year] by and between U.S. Grains & BioProducts Council, 20 F Street, N.W., Washington, D.C. 20001 (the "**Council**") and ("**Consultant**"), XX**.**

WHEREAS, the Council desires to obtain the services of the Consultant as an independent contractor to provide assistance to the Council as set forth herein; and

WHEREAS, the parties desire to enter into this Agreement, which sets forth the terms and conditions for the relationship of Consultant with the Council.

NOW, THEREFORE, the parties AGREE as follows:

1. **Engagement.**
   a. During the term of this Agreement, as set out in Section 1(b), Consultant shall provide services to the Council as set forth in Attachment A (Scope of Work), which may be amended in writing from time to time by the parties (the "**Services**"). Unless the parties otherwise agree in writing or as specified in Section 5, the Consultant's performance of the Services shall terminate at the end of the term of this Agreement.
   b. The term of this Agreement shall commence at 12:00 a.m. on (date) and shall terminate at 11:59 p.m. on (date) unless earlier terminated pursuant to Section 5 below. The parties may extend the term of this Agreement only by mutual written agreement.

2. **Fees and Expenses.**
   a. In consideration of Consultant's performance of the Services, the Council agrees to pay Consultant a fee as set forth in Attachment B (Fees). Invoices shall be sent to XX at {insert email}. The Council shall pay the amount due under this Agreement within thirty (30) days after receiving such invoice.
   b. The Council shall not withhold payroll, state, federal, social security, employment, or any other taxes from any compensation paid to Consultant, and Consultant shall be solely responsible for payment of any such taxes. Consultant acknowledges that its employees shall not be entitled to unemployment or workers' compensation insurance benefits unless such benefits are provided by Consultant or by some entity other than the

Council. Consultant agrees fully to defend, indemnify, and hold harmless the Council from the payment of taxes, interest, penalties, or contributions which are required of the Council by any government entity at any time as a result of payment of the amounts set forth in this Section 2 or which the Council may otherwise be compelled to pay.

3. **Office and Support Services; Travel.** During the term of this Agreement, Consultant shall provide its own office and support services. Consultant shall be reimbursed for travel expenses incurred in connection with the Services, provided that such expenses must be pre-approved in writing by a designated Council official.

4. **Standards/Conflicts of Interest.** Consultant shall perform its duties and responsibilities under this Agreement to the best of its ability and using its best efforts, in a diligent, timely, professional, and workmanlike manner, in accordance with performance standards generally prevailing in the industry. Consultant shall not accept or receive compensation, remuneration, or benefits of any type from any person or entity other than the Council for or relating to the Services. Consultant shall not enter into any employment or assignment that is a conflict of interest or that is reasonably likely to prevent Consultant from fulfilling its responsibilities under this Agreement.

   No Council employee, officer, board member, or agent thereof will participate in the review, selection, award, or administration of a contract if a real or apparent conflict would arise or when an individual or their partner, family, or employer has a financial or other interest in the firm selected for an award. Council officers, employees, board members, and agents thereof shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or subcontractors. Disciplinary actions for violations of such standards by Council officers, employees, board members, or agents thereof may include reprimand, nullification of the contract, dismissal from Council employment or leadership position, and legal action.

5. **Termination of Agreement.**
   a. The term of this Agreement, unless terminated earlier pursuant to the terms hereof, shall be from the date of its full execution by all of the parties hereto until (date).
   b. Without prejudice to the foregoing, it is agreed that before the termination date provided in clause (a) above, the Council may terminate this Agreement "for cause" immediately and without advance notice to Consultant if, in the reasonable view of the Council, Consultant:
      i. has committed fraud or theft against the Council or any governmental entity;
      ii. has compromised trade secrets or other proprietary information of the Council;
      iii. engages in activities that violate the Council's standards of ethics;
      iv. engages in activities that constitute a conflict of interest;
      v. has breached in any material respect the terms of this Agreement;
      vi. has failed or refused to perform the Services in a timely and professional manner; or
      vii. becomes the object of a criminal or civil action that may affect Consultant's ability to carry out its responsibilities hereunder or that may create a negative image for the Council and its program.

c. Except as provided in Section 5(b), either Consultant or the Council can terminate this Agreement at any time upon thirty (30) days' prior written notice to the other party.
d. Consultant and the Council shall use their best efforts to provide for a proper transition and wind-down of Consultant's activities hereunder in connection with any termination of the Services for any reason.
e. Upon termination of this Agreement for any reason other than "for cause" pursuant to Section 5(b) above, the Council shall pay the fees accrued through the date of termination of this Agreement and any outstanding approved travel expenses incurred under this Agreement, and no other amount. No compensation whatsoever will be due or owing to Consultant if this Agreement is terminated pursuant to Section 5(b) above.
f. Notwithstanding any termination of this Agreement, the parties' rights and obligations pursuant to Section 5(e) (*Termination of Agreement*), Section 6 (*Non-Disclosure*), Section 7 (*Assignment/Works Made for Hire*), Section 8 (*Records and Inspection*), Section 9 (*All Council Property*), Section 10 (*Confidentiality*), Section 13 (*Compliance with Laws*), Section 14 (*Indemnification*) and Section 15 (*Dispute Resolution*), and any other provisions necessary for the enforcement of such surviving Sections, shall remain in full force and effect and shall survive such termination.

6. **Non-Disclosure.** During the term of this Agreement and thereafter, regardless of the reason for termination, Consultant shall maintain in confidence all information and data relating to the Council, its associated companies, and each of their services, strategies, business affairs, marketing and promotion materials, and business operations that are disclosed to Consultant by or on behalf of the Council (whether orally or in writing and whether before, on or after the date of this Agreement) or that are otherwise directly or indirectly acquired by Consultant from the Council, or any of its associated companies. Consultant shall ensure that all of its principals, employees, and agents use such confidential information only to perform the Services. Consultant shall not, without the Council's prior written consent, disclose such information to any third party or use it for any other purpose, except as may be required by law. The obligations set forth in this Section 6 shall not apply to the extent that Consultant can show that the relevant information is or becomes in the future public knowledge through no fault or omission of Consultant.

7. **Assignment / Works Made For Hire.** All reports and materials of any kind produced for the Council by the Consultant shall be delivered to the Council in electronic format or such other format as approved in advance by the Council. All materials that the Consultant and persons working on its behalf under this Agreement produce in connection with the Services shall be works made for hire and shall be the exclusive property of the Council to use, publish, and license in its discretion. No use of such materials may be made by Consultant and/or persons working on its behalf without the express written consent of Council, and neither Consultant nor any person working on its behalf shall have any rights in such materials.

8. **Records and Inspections**. Consultant shall maintain books and records regarding all of Consultant's activities and charges under this Agreement. Consultant agrees that during the term of this Agreement and for a period of five (5) years after its termination, the Council or its duly authorized or designated representatives hall have access, during normal business hours, to all books, documents, papers and records pertaining to this Agreement for purposes

of making audits and examinations or excerpts and transcriptions of documents during normal working hours, during the term of this Agreement and for a period of five (5) years after the date of termination of this Agreement.

9. **All Council Property.** Consultant shall return to the Council all Council property, information, materials, and copies of the foregoing at any time upon the request of the Council, whether before or after termination of this Agreement.

10. **Confidentiality.** Consultant agrees that it will keep the terms, amounts and facts of this Agreement confidential, and will not hereafter disclose any information concerning this Agreement or the Services to anyone, including but not limited to any past, present, or prospective employees of the Council or any of its parent, subsidiary or related companies or entities, except, in each case, as may be required by law or as permitted in writing by the Council or as may be necessary in furtherance of the performance of the Services hereunder. Notwithstanding the foregoing, Consultant shall not be restricted from disclosing the terms of this Agreement to its legal counsel, accountants, and immediate family members.

    Representation. Consultant represents that it has complied with all federal, state, or local laws regarding business permits, certificates, and licenses required to perform the Services, and represents that it is solely responsible for payment of wages and provision of employee benefits for its own employees.

11. **Independent Contractor Status.** The parties hereto hereby agree that Consultant, including Consultant's employees, will perform the Services hereunder as an independent contractor, retaining control over and responsibility for its own operations and personnel. There is no intention to create by way of this Agreement an employer-employee relationship between Consultant's employees and the Council. Consultant and its employees shall not have, nor shall Consultant represent to any person or entity that it has, authority to enter into any agreement or obligation on behalf of or in the name of the Council. Consultant's employees shall not be eligible to participate in or accrue any benefits under any benefit plans or programs of the Council.

12. **Compliance with Laws.** Consultant shall abide by the requirements of US government regulations set forth in 41 CFR 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status. The Consultant will furnish all information or reports reasonably requested by the Council to evidence compliance with this Section 13, and will permit access to the books, records, and accounts by duly authorized representatives of the Council for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

As a USDA program participant, the U.S. Grains & BioProducts Council shares the commitment to comply with all federal, state, and local civil rights laws and those of the USDA. More about this commitment is available on the USDA website page here, https://www.usda.gov/non-discrimination-statement

As a subcontractor participating in USDA/FAS program(s) on behalf of the U. S. Grains & BioProducts Council (USGBC) and programs under which USGBC receives funding from the U.S. Department of Agriculture, including MAP, FMD, EMP, QSP, RAPP and AFTPP the Consultant hereby certifies that they have received a copy of the "What You Should Know" USDA/FAS Nondiscrimination Requirements packet and agree to abide by the terms of these policies and procedures.

13. **Indemnification**. Consultant hereby agrees to indemnify and hold harmless the Council and its board members, officers and employees against and from any and all loss, liability, suits, claims, costs, damages and expenses, including attorneys' fees and expenses, relating to or arising from (i) any obligation imposed upon the Council to pay any withholding taxes, social security, unemployment or disability insurance, or similar employee-related payments in connection with compensation received by Consultant, or which are based upon a stipulation by a competent judicial authority that an employer-employee relationship was created between the Council and Consultant or Consultant's employees; (ii) any breach of Consultant's confidentiality obligations hereunder; (iii) any claim by a third party that the Services or any work product delivered or produced by Consultant in connection with the performance of the Services infringes, misappropriates or otherwise violates the intellectual property rights of such third party; and (iv) any other act, omission or negligence on Consultant's or any of Consultant's employees' part in the performance or failure to perform the Services under this Agreement.

14. **Dispute Resolution**. If a dispute arises under this Agreement or with respect to its interpretation or enforcement, the parties agree that they shall work in good faith to resolve it. If resolution of such a dispute is not achieved, except with respect to a dispute under Sections 6 and 7, which can be brought in any court of competent jurisdiction, it shall be decided finally by a single arbitrator in an arbitration proceeding conducted in accordance with the rules of the American Arbitration Association applicable to commercial arbitrations. The arbitrator shall be appointed as provided by the rules of the American Arbitration Association. The arbitration shall take place in Washington, D.C., and the decision of the arbitrator shall be conclusively binding upon the parties and final, and shall be enforceable as a judgment in any court of competent jurisdiction. Each party shall share equally in the expenses of the arbitrator; provided, however, that as part of the arbitration award, reasonable attorneys' fees may be assessed against any person found to have acted in bad faith.

15. **No Assignments.** Consultant may not assign its obligations hereunder to any other person or entity.

16. **Amendment; Modification; Waiver.** No amendments or additions to this Agreement shall be binding unless in writing and signed by both of the parties hereto. No delay or failure at

any time on the part of the Council in exercising any right, power or privilege under this Agreement, or in enforcing any provision of this Agreement, shall impair any such right, power, or privilege, or be construed as a waiver of any default or as any acquiescence therein, or shall affect the right of the Council thereafter to enforce each and every provision of this Agreement in accordance with its terms.

17. **Severability.** The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions.

18. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements, commitments, or understandings with respect to the matters provided for herein.

19. **Governing Law.** This Agreement shall be governed by the laws of [the District of Columbia],[1] excluding the choice of law rules thereof.

20. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument, and any such counterparts may be delivered by facsimile, PDF, or any other electronic delivery method.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered in their name and on their behalf as of the date first above written.

U.S. GRAINS & BIOPRODUCTS COUNCIL

[name]
[title]

[CONSULTANT]

[name]
[title]

Attachment A

Scope of Work

The RFP Statement of Work, Section II above, is hereby incorporated by reference. The Contractor shall perform the project as agreed in writing with the Council during the term of the Agreement.

1. Price and Payment: The Council will pay the Contractor for services within 30 days after receipt of an invoice.

- Travel costs for Contractor team visits within Pakistan and regionally will be billed separately from this contract.

2. The Contractor shall send invoices to:

Mark Sevier
Manager of Global Strategies and Trade
msevier@grains.org
U.S. Grains & BioProducts Council
20 F St, NW, Suite 900
Washington, D.C. 20001

3. The Contractor shall send all invoices no later than ten (10) calendar days following the Council's acceptance of each deliverable.

Scope of Work:

- Ongoing strategic advice on government relations and market access, including identification of new partnerships, advocacy opportunities, and relevant events in Pakistan aligned with Council priorities.
- Stakeholder and issue mapping: identify and profile key government policymakers, regulatory officials, ministry offices, industry associations, and private sector actors whose positions most directly affect U.S. coarse grain and ethanol market access; assess each stakeholder's current position and identify the messages and relationships most likely to advance Council objectives, including potential allies among Pakistani feed millers, grain traders, fuel blenders, and U.S.-affiliated businesses.
- Policy intelligence and analysis: monitor Pakistani regulatory proceedings, ministry decisions, tariff schedules, phytosanitary standards, and industry developments affecting U.S. coarse grain and ethanol imports; flag emerging barriers and proactively identify solutions for Council consideration.
- Messaging and positioning: review and adapt Council market development messaging for the Pakistani policy context; develop talking points, briefing materials, and communication documents supporting government and industry engagement on U.S. grain quality, import policy liberalization, and an ethanol blending mandate that incorporates imported U.S. ethanol.

- Ongoing representation and engagement: facilitate regular in-country interaction between U.S. industry, U.S. regulators, Pakistani industry, and Pakistani regulators through meetings, conferences, roundtables, and trade team coordination; support outreach, including target identification, meeting preparation, follow-up, and post-meeting reporting.
- Collaborate with the Council's Washington, D.C. staff and overseas offices to advance market access and promotional goals for U.S. coarse grains and ethanol; prepare and deliver market information, presentations, and briefing materials covering U.S. grain quality attributes, supply and demand dynamics, and local regulatory requirements.
- Support coordination of Pakistani stakeholder and government trade team visits to the United States, including in-country logistical support and participant preparation; support a minimum of one large-scale promotional event per year of the contract period.
- Support and educate Council D.C. staff as needed on Pakistan-specific trade dynamics, regulatory context, and supply and demand trends relevant to U.S. coarse grain and ethanol exports.

In addition, the Consultant will:

(i) Travel as necessary to international locations and within the U.S. to participate in program activities;

(ii) Participate in weekly calls with HQ and South Asia staff

(iii) Provide a monthly work report and submit it with the monthly invoice. The report shall be delivered to USGBC's South Asia and DC offices: to Reece Cannady, rcannady@grains.org, and Mark Sevier at msevier@grains.org

<u>Attachment B</u>

Fees

The fees to Consultant shall be $[_______]. [*Add other terms or requirements for fees, for example, that the fee is an amount per month for each month Consultant performs the Services for the Council, prorated for partial months. Other options include hourly fees, which may be capped at a certain number of hours per week or month, or a flat rate for a discrete scope of work.*]

The total payment of fees shall not exceed $[__________] during the term of this Agreement.