

REQUEST FOR PROPOSAL

RFP TITLE: COUNTRY REPRESENTATIVE- PAKISTAN

RFP CONTACT:

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PROPOSAL DEADLINE: FEBRUARY 25, 2019

INTRODUCTION:

United States Soybean Export Council (USSEC) requests proposals to outline how you would envision completion of the various deliverables listed in this document according to the format provided. This RFP is for a Country Representative for Pakistan. Pakistan is part of the Asia Subcontinent (ASC) Region also consisting of Sri Lanka, Bangladesh, Nepal, and India. Using your experience coupled with the requirements of the services and deliverables listed in this RFP, please take time to write a narrative according to the outline that clearly depicts how you would approach this work, and how you are the best possible candidate for this contract position.

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. More information on USSEC may be found at www.ussoy.org

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 and qualified to respond.

The purpose of this RFP is to seek proposals for a Country Representative in Pakistan. The Country Representative 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. Please review the services and deliverables listed below to help formulate your proposal ideas back to USSEC.

SCOPE (SERVICES) OF WORK:

Under the contract if awarded, the Contractor shall promote the use and awareness of U.S. soybeans and soybean products through the following services. Please provide your written proposal using the format outlined, to explain in detail how you would be successful in completion of these various tasks.

- Develop a marketing plan that includes networking and technical services offered.
- Participate in the planning of the ASC Regional Trade Exchange, ensuring it is well attended by key representatives' /decision makers of the Target Audience
- Conduct or arrange for technical seminars, trade teams, conferences, and sponsorships of producer associations and essential networking and intelligence gathering activities, and promote the development of relationships between USSEC and members/stakeholders of the U.S. Soy Family with key local industry and government contacts.
- Liaise and coordinate marketing efforts closely with USSEC ASC staff, ASC Country Managers and Contractors, as well as provide full support to USSEC's Directors accountable for the Utilization Areas (i.e. Animal and Market Access) in organizing targeted workshops, seminars, round table discussions, site visitations, etc. as planned.
- Work closely with the Regional Project Team Lead to ensure FY19 funds are invested in a compliant manner.
- Collaborate with Country Managers, regional technical contractors to ensure successful completion of activities in Pakistan.
- Participate in the monthly planning meetings, team building exercises and adhere to USSEC's core values.
- Participate in Regional planning sessions, as scheduled.
- Build and maintain relationships with the local industry; identify the key importers or potential importers that purchase and use U.S. soy and ensure that the major regional conferences, workshops and trade missions under/backed by USSEC, are well-attended and supported by key representatives'/decision makers of the Target Audience.
- Build and maintain relationships with local FAS offices, keeping them informed of USSEC activities in Pakistan
- Plan, arrange, co-ordinate, and provide accompaniment for trade and technical visits and industry meetings for the Regional Leadership and Technical Contractors, U.S. Farmer Leadership and Trade Teams, visiting USSEC member exporter companies, U.S. Soy Exporters, etc. as directed by USSEC's Regional Leadership.
- Collaborate with regional technical contractors and WISHH (with consultation with USSEC's Regional Leadership) to ensure successful completion of activities in Pakistan.
- The Contractor is required to maintain and assist USSEC with:
 - Compiling accurate and updated customer contact details and industry profiles. This information may be used for a number of purposes including supporting USSEC's Customer Relations and Content Management systems.

- Gathering and evaluating data relevant to the present and future potential for use of soybeans, soybean meal and other relevant soy products in the industry. This requires that he/she maintain a set of trade statistics with a minimum of five (5) years data (including the current year and projections for the year ahead) on and animal production, animal feed production, and other relevant figures etc. that is useful to USSEC in developing the UES.
- Conducting trade surveys, gather customer feedback, and other pertinent information gathering initiatives as and when required by the Regional Leadership or USSEC Management.
- Ensure standardized surveys are used at all events to measure results
- Provide insights and direction for, future U.S. Soy market development programs and periodically review and recommend modification of market development plans to USSEC's ASC's Regional Leadership and USSEC Management as necessary in response changing market/trade conditions.
- Diligently execute his/her responsibilities for the current UES ensuring responsible, proper stewardship, and optimum utilization of funds under his/her contract or charge in accordance to USSEC's guidelines and requirements.
- Provide timely and accurate responses to inquiries and questions from USSEC's Regional Leadership and U.S. exporters, importers and processors of U.S. soy, trade organizations, government officials, etc. on subjects and matters that relate directly or indirectly to U.S. Soy or on the local agricultural industry as a whole.
- The Contractor must of his/her own accord, stay well informed and knowledgeable in the latest/current developments in the industry so as to be able to communicate effectively to target audiences.

The consultant engaged under this contract will be paid once a month based on 8 hours of work each day commencing on the start date of the contract and ending on the end date of the contract.

ADDITIONAL CONSIDERATION (if applicable)

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: You may use information on the following table to help craft your proposal. What is represented in the table is a listing of what USSEC would expect the contractor to deliver or perform over the course of the contract period.

Completion Date	Description of Outcomes / Deliverables/ Expectations
01 Oct to 31 Dec 2018	<ul style="list-style-type: none"> • Complete the UES20 (program build) recommendations for Pakistan and submit the same to USSEC's Regional Leadership • Present a concrete plan to implement FY19 activities to the ASC Regional Leadership • Report the outcomes of the trade and tech services provided during this contract period, track market changes, customer behavior and report the same to the Regional Leadership. • Enhance contacts and working relationships with US soy importers and make inclusions into the CRM system • Utilize knowledge on current developments in the industry and on US soy to communicate effectively to target audiences and bring about more change in their perception towards U.S soy. • Monitor trade issues and work to resolve any threats to market access • Implement assigned projects and prepare a monthly summary highlighting current activities and outcomes and submit to the ASC Regional Leadership by the 5th of each month. • Assist Regional Project Team Lead and Project manager in providing clear, concise reports of activities and outcomes for inclusion in required reports. • Assist RPTL/Project Manager and Event Planner in providing complete, timely supporting documentation such as participant lists, banquet, meals and lodging documents, menu lists, trip reports etc soon after completion of activities; required for Amex expense submission. • Provide a feedback or a summary to USSEC's Regional leadership on each event conducted and highlight improvements as well as discuss constraints or areas for improvement. Provide a bullet point market summary to the

	<p>Regional Leadership on critical/significant market developments, industry actions, problems, opportunities which can be used in various organizational reports and/or taken into account while executing programs for the benefit of U.S soy</p> <ul style="list-style-type: none"> • Regularly liaise with the soy and livestock feed industry in Pakistan and report/communicate significant market initiatives, developments or assessments with the ASC Regional Leadership • Bring program implementation effective by participating in monthly meetings, improve overall efficiency of the program in Pakistan by involving in team building exercises and practicing USSEC's core values • Ensure standardized surveys are used at all events to measure results
Ongoing	Submission of invoices and expenses will be in accordance with Section III.3.c. of this Addendum.

PROJECT TIMELINE:

The term of the Country Representative- Pakistan position will last from **inception of the contract (anticipated o/a 1 March, 2019, through the last day of the contract anticipated o/a October 1, 2019. The maximum number of days per month for successful completion of the work is 18-20 8-hour work days.**

RFP TIMELINE:

- RFP Distribution: February 6, 2019
- Last Day to Submit Questions: 15 February, 2019 by 5:00PM Central Time (U.S.)
- Project Proposals Due: by 25 February, 2019 5:00PM Central Time
- Selections Made by: 01 March, 2019
- Prospective Contractors Notified by: 10 March, 2019

REQUIRED INFORMATION:

- Credentials or CV
- Experience
 - Length of experience
 - Major emphasis of services provided

- Nature of past and present clients
- Detailed budget proposal of estimated professional fees and personal travel expenses required broken down by Scope of Work as a detailed budget.
 - Note: USSEC will only reimburse actual expenses in according to USSEC's policies and procedures. Expense details will be used as an estimate for contractual purposes as a not to exceed amount.
 - Expenses to implement a proposed listed event is not required for the RFP.
- Please note if you have any special requirements that need to be considered.

BUDGET DETAIL (U.S. Dollars)

- Develop a preliminary estimated budget total and indicate major components. Please avoid a large miscellaneous category. (USSEC generally does not pay for institutional overhead expenses.)

- Subcontractors/Professional Fees: \$ XX,XXX
- Meetings & Conferences: \$ XX,XXX
- Travel: \$ XX,XXX
- Printing: \$ XX,XXX
- Postage: \$ XX,XXX
- Equipment Rental: \$ XX,XXX
- Subscriptions \$ XX,XXX
- Other Operating Expenses: \$ XX,XXX
- Total Project Budget: \$ XX,XXX

INSTRUCTIONS:

1. Please email the proposal to ebeaman@ussec.org by **5:00PM Central Time** (U.S.) February 25, 2019

2. 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. 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 services for similar project.

4. Proposals should be no longer than **10 pages** (8 ½" x 11").

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.

SUBMISSION DEADLINE- 5:00PM Central Time (U.S.) February 25, 2019

SUPPLEMENTAL INFORMATION AND BACKGROUND USSEC

BUILDING A PREFERENCE FOR U.S. SOY

USSEC's strategy can be found here: <http://ussec.org/about-ussec/vision-mission/>

USB's Long Range Strategic Plan can be found here: <http://unitedsoybean.org/about-usb/strategic-planning/>

We are a dynamic partnership of key stakeholders representing soybean producers, commodity shippers, merchandisers, allied agribusiness and agricultural organizations.

Through a global network of international offices and strong support in the U.S., we help build a preference for U.S. soybeans and soybean products, advocate for the use of soy in feed, aquaculture and human consumption, promote the benefits of soy use through education and connect industry leaders through a robust membership program.

Our 15-member board of directors is comprised of four members from the American Soybean Association (ASA), four members from the United Soybean Board (USB), and seven members representing trade, allied industry, and state organizations.

New board members are seated annually. We are receiving funding from a variety of sources including soy producer checkoff dollars invested by the USB and various state soybean councils; cooperating industry; and the American Soybean Association's investment of cost-share funding provided by the United States Department of Agriculture's (USDA) Foreign Agriculture Service.

The United Soybean Board, created by the 1990 Farm Bill to manage and direct the National Soybean Checkoff, is dedicated to marketing and research for the soybean industry. USB is comprised of 73 volunteer soybean farmers representing the interests of fellow growers nationwide. Each board member is nominated by Qualified State Soybean Boards (QSSBs) and appointed by the U.S. Secretary of Agriculture.

Because of the limitations on administrative and salary costs established in the Act, USB outsources the majority of its program management responsibilities to USB's three primary contractors:

1. SmithBucklin-St. Louis for domestic marketing, new uses, production research and Board initiative activities;
2. Osborn & Barr Communications for communications/public relations activities and;
3. United States Soybean Export Council (USSEC) 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. 7

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 30 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
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- 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. ii. 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.