

REQUEST FOR PROPOSAL

SEC CHINA PROGRAM SUPPORT PARTNER

Soy Excellence Center – China · Issued by the U.S. Soybean Export Council (USSEC)

RFP TITLE	Soy Excellence Center – China – Program Support Partner
SUBMISSION DEADLINE	Friday, November 6, 2026, 6:00 PM China Standard Time (UTC+8)
SUBMIT PROPOSALS TO	RFP@USSEC.ORG and xyzhang@ct.ussec.org (both addresses, in one email)
RFP CONTACT	Xuyan (Sunny) Zhang, SEC China Center Lead, U.S. Soybean Export Council Email: xyzhang@ct.ussec.org · Phone: +86 135 0137 2853 Beijing office: 1016, China World Office 1, No. 1 Jianwai Avenue, Beijing 100004 · Tel. +86 10 6505 1830
QUESTIONS DUE	Friday, October 23, 2026, 6:00 PM China Standard Time (UTC+8), by email to both addresses above

IN BRIEF

USSEC seeks one qualified company, under one contract, to provide integrated and scalable operational support for the Soy Excellence Center in China (SEC China): community management, course coordination, instructor liaison, learner support, recruitment and follow-up, program-level platform operations, assessment administration, events, data and reporting, and compliant data handling, working in Chinese and English. The program launches light and must be able to grow without renegotiating the operating arrangement. Scalability is a core requirement of this RFP.

1. INTRODUCTION

Through a global network of international offices and strong support in the United States, the U.S. Soybean Export Council (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.

The Soy Excellence Center (SEC) is a workforce training and capacity-building program developed by USSEC in 2019 to train early- to mid-career professionals from the protein industries in emerging and expansion markets. SECs provide structured technical and professional development through digital learning, community engagement, industry connection and in-person programming across the feed, poultry, swine, aquaculture, dairy and food sectors. Beyond the formal curriculum, the U.S. soy industry has invested in the SEC digital platform, an online hub for on-demand continuing education, access to industry experts and a global community of industry peers.

2. PURPOSE OF RFP

USSEC's standard practice is to issue Requests for Proposal in an open and competitive manner. This cost analysis assists in determining the fair market value for the work to be performed and allows USSEC to evaluate proposals and select the best contractor based on experience, availability, expertise, approach and cost.

Through this RFP, USSEC seeks proposals from qualified companies to serve as the SEC China Program Support Partner. SEC China is being established before program volumes become large. The purpose of this procurement is to define a

sustainable operating model in advance of future capacity constraints. USSEC intends to engage one company to perform the integrated operating functions described in Section 5, managed against one set of deliverables (Section 7) and structured to support a light launch phase and to scale as the program grows (Section 6).

3. BACKGROUND AND OPERATING MODEL

The selected contractor will support SEC China under the direction of the SEC China Center Lead and in coordination with USSEC colleagues in China, the East Asia region, the global SEC team and USSEC headquarters in St. Louis. In other SEC markets, the functions described in this RFP are delivered through separate support and administration, platform management and community engagement contracts. For China, USSEC intends to combine them under a single accountable operating partner while preserving clear USSEC ownership of strategy, curriculum, brand and key relationships.

The SEC China digital learning platform has been developed for USSEC and is hosted on a cloud service in Hong Kong, China. A pilot course was launched at the end of September 2026, and course volumes in the first contract year are expected to be modest. This RFP is for the operation and continuous improvement of the existing platform and program; it is not a call for the development of a new information-technology system or an alternative platform unless separately authorized by USSEC in writing.

USSEC retains a designated platform administrator responsible for technical administration of the platform, including system-level configuration, testing and liaison with the platform developer and hosting provider. The Program Support Partner is responsible for program-level platform operations (learner accounts, enrollment, content administration and first-line user support) and escalates technical faults to USSEC’s designated platform administrator. Bidders should propose on this basis.

3.1 Division of Responsibility

Area	USSEC and Contractor Responsibility
Program strategy, SEC brand and positioning	USSEC owns program strategy, the SEC brand, positioning and communications strategy. The contractor executes USSEC-approved recruitment communications and intake support.
Curriculum development and localization	USSEC owns curriculum development, technical content, faculty selection and final approval, including China localization decisions. The contractor supports localization, formatting, administration and delivery of USSEC-approved content.
Industry and employer engagement	The SEC China Center Lead owns direct strategic relationships and program visibility with companies. The contractor supports outreach, learner identification, participation, follow-up and record-keeping.
Government, university and association liaison	USSEC remains the primary liaison and representative. The contractor complements USSEC through relevant networks, introductions, coordination and administrative support as directed.
Instructors and speakers	The contractor identifies and recommends candidates and handles briefing, scheduling and administration. USSEC approves all instructors and speakers.
Assessment, certification and accreditation	The contractor administers assessments and certification processes and supports assessment integrity. Accreditation pathways, credential policy and certification standards remain USSEC decisions.
Platform	USSEC’s designated platform administrator owns technical administration and developer and hosting liaison. The contractor owns program-level platform operations and first-line learner support and escalates technical faults.

Area	USSEC and Contractor Responsibility
Compliance, data privacy and records	The contractor is responsible for compliant day-to-day data handling, record-keeping and operational procedures under applicable Chinese requirements and USSEC policies, and reports issues to USSEC promptly.
Participant fees	Collection or administration of participant fees is outside the base scope unless separately approved by USSEC following compliance and accounting review.
Material changes	USSEC retains final approval over instructors, major program communications and any material change to delivery scope, staffing tier or cost.

4. TARGET AUDIENCE

SEC China is expected to serve early- to mid-career professionals and other relevant participants across China's feed, poultry, swine, aquaculture, dairy, and soy oil and food sectors, as well as related agricultural value chains. The contractor will also support interaction with alumni, employers, instructors, industry partners, universities, associations and other stakeholders engaged in SEC China programming.

5. SCOPE (SERVICES) OF WORK

The SEC China Program Support Partner will be responsible for the efficient coordination, implementation, program-level platform operations, community engagement and reporting of SEC China activities, under the direction of the SEC China Center Lead. Responsibilities include, but are not limited to, the following:

A. Community Management

- Manage the SEC China learner and alumni communities day to day, including discussion facilitation and member participation.
- Run continuous-learning campaigns and knowledge sharing between cohorts.
- Identify and promote member success stories and operate recognition programs, aligned with the Global SEC Recognition program, that keep graduates active after course completion.
- Coordinate community events, online and in person.
- Monitor participation and engagement across learner and alumni segments, identify inactive or under-engaged groups and implement appropriate re-engagement actions.

B. Course Coordination

- Maintain an integrated SEC China program calendar covering courses, recruitment periods, instructor schedules, assessments, community activities, events and reporting deadlines, and coordinate its implementation across species and value-chain tracks.
- Handle participant onboarding, enrollment and account set-up.
- Track attendance and course progression and follow up with participants who fall behind.
- Manage e-certificates and graduation records and keep course information on the platform current.
- Complete cohort close-out, including completion verification, outstanding assessments, certificates, learner records and transition of graduates into the alumni and community program.
- Support localization, formatting and administration of USSEC-owned and USSEC-approved course content for the China market.

C. Professor and Instructor Liaison

- Identify and recommend suitable professors, industry instructors and guest speakers for USSEC approval; coordinate briefing, contracting and administrative requirements and scheduling as required.

- Maintain an instructor roster including subject expertise, availability, performance feedback and prior SEC involvement.
- Collect, format and load teaching materials in Chinese and English.
- Support a train-the-trainer model so that teaching capacity grows with the program.
- Close the loop with instructors on participant feedback and course results.

D. Learner Support and Learning Facilitation

- Provide a first-line help desk for learners on access, navigation and common technical problems, and maintain the issue log.
- Provide learner guidance and study support, and coordinate access to instructors or subject-matter experts where technical clarification is required.
- Escalate unresolved platform issues to USSEC's designated platform administrator and track them to resolution.

E. Learner Recruitment, Intake and Follow-up

- Support recruitment and intake of each new cohort against agreed targets.
- Execute USSEC-approved program recruitment communications in China.
- Track recruitment source, applicant profile, company representation and conversion from application through enrollment and completion.
- Run post-course and post-event follow-up with participants and their employers.
- Collect, analyze and report participant feedback.
- Maintain alumni records and track career progression where participants consent.

F. Industry and Employer Engagement

- Support the SEC China Center Lead in engagement with participating and prospective employers to identify suitable learners, encourage staff participation and completion, and understand workforce-development needs.
- Support connections between learners or graduates and relevant industry opportunities where appropriate, while USSEC retains ownership of direct strategic employer partnerships.
- Maintain company-level records of SEC participation and provide follow-up information to USSEC on company engagement, participation and learner outcomes.

G. Government, University and Association Support

- Support the SEC China Center Lead, as USSEC's representative, in liaison with relevant government bodies, universities, research institutes and industry associations.
- Where the contractor has relevant networks, use them to facilitate introductions, coordination and program implementation, subject to USSEC direction and approval.
- Maintain records of agreed follow-up actions and stakeholder engagement as requested by USSEC.

H. Program-Level Platform Operations

- Maintain documented procedures for routine program-level platform operations, including content updates and learner access workflows.
- Manage routine learner account set-up, enrollment, permissions and access support.
- Upload and maintain approved course and program content on the existing platform.
- Coordinate with USSEC's designated platform administrator and, as directed, with USSEC-approved platform and hosting providers.
- Recommend feasible user-experience and engagement improvements, including appropriate use of existing platform features and gamification, to lift completion rates.

I. Assessment and Certification Administration

- Administer assessments, quizzes, examinations, retakes and completion requirements in accordance with USSEC-approved criteria.
- Maintain assessment and certification records and implement appropriate controls to support examination and assessment integrity.
- Coordinate issuance of certificates and any future USSEC-approved credentials or badges.
- Support implementation of any future accreditation or certification pathway; accreditation policy and approval remain with USSEC.

J. Events and Virtual Delivery

- Run logistics for in-person SEC events and training sessions.
- Execute online meetings, webinars and live streams, including technical set-up.
- Moderate recurring virtual sessions across the relevant program tracks.
- Coordinate bilingual event materials and arrange interpretation support where required.
- Coordinate attendee communications, registration, attendance reconciliation and post-event follow-up.

K. Data, Analytics and Reporting

- Maintain accurate, de-duplicated and auditable participant, course, community and company records.
- Track engagement, completion and learning outcomes against agreed indicators, including the Global SEC key performance indicators as advised by USSEC.
- Monitor community growth and report participation metrics.
- Archive training materials and platform records to preserve institutional memory.
- Provide reporting by course, cohort, company, geography and learner status where available.
- Identify material trends, participation gaps, completion risks and operational issues and recommend corrective action.
- Deliver regular written reporting to USSEC in the USSEC template, in a format suitable for program management and funder reporting.

L. Data Governance and Regulatory Compliance

- Operate learner and program data in accordance with USSEC requirements and applicable Chinese laws and regulations, including personal-information protection and cross-border data transfer requirements.
- Maintain documented procedures governing data collection, access, storage, retention, deletion and authorized transfer.
- Coordinate with USSEC and, as directed, with platform and hosting providers on regulatory and data-security requirements.
- Maintain auditable program records and promptly flag any compliance, privacy or data-security issue to USSEC.

M. Bilingual Working Capability

- Operate in Chinese and English as working languages, in speech and in writing.
- Produce bilingual documentation and correspondence without requiring a separate translation step.
- Coordinate effectively with USSEC staff in China, East Asia and St. Louis, including participation in coordination calls with the SEC China Center Lead and, as requested, in global SEC calls.

6. SCALABILITY: A CORE REQUIREMENT

USSEC is not purchasing a fixed quantity of administration. USSEC is purchasing the ability to grow SEC China without renegotiating the operating arrangement each time program activity expands. The first contract year will be light; the real test is the second year and beyond. Proposals that address only the first year will be considered incomplete.

Proposals must therefore describe both the minimum operating model required at launch and the capacity and functions that would be activated as learner numbers, courses, communities, events and geographic coverage increase. Proposals will be evaluated on how convincingly they address each point below.

- **Minimum launch model.** Identify the minimum staffing, roles, systems and service coverage needed to deliver the core functions from launch.
- **Capacity that flexes with cohort size.** Explain how staffing and cost respond as participant numbers rise or fall, preferably in defined bands rather than a single fixed team.
- **Room to add courses and tracks.** Show how additional species tracks, curricula or languages would be absorbed and the expected lead time.
- **Room to add communities.** Describe how additional learner and alumni communities would be added without a disproportionate step change in cost.
- **Geographic expansion.** Demonstrate the ability to support additional provinces and cities, including in-person delivery beyond the launch location.
- **Documented, repeatable method.** Growth should be enabled by trained staff following documented processes, standard operating procedures and handover materials, not by reliance on individual employees.
- **No single-person dependency.** Provide succession and backup arrangements for every critical function.
- **Modular pricing.** Price services in modules or tiers so that USSEC can scale specific functions up or down, by fiscal year, within one contract. Pricing must identify the assumptions, the capacity included in each tier and the thresholds that trigger movement to a higher or lower level of service.
- **Illustrative operating scenarios.** Show the proposed staffing and pricing under a light or pilot stage, a growth stage and a more mature stage, based on factors such as learner numbers, active cohorts, courses, communities, events and geographic coverage. These scenarios are for planning and proposal comparison and do not constitute guaranteed volumes.
- **Transparent capacity and cost triggers.** Identify measurable volume, service or complexity thresholds that would require additional staffing or resources or movement to a different pricing tier. Where activity approaches such a threshold, the contractor must notify USSEC in advance and obtain approval before committing additional chargeable resources.
- **Technical coordination.** Demonstrate how the contractor will identify operational platform requirements and coordinate with USSEC’s designated platform administrator and hosting providers as learner numbers, content volume and program activity grow.
- **Interoperability.** The China operation must connect cleanly to SEC Asia and the global SEC platform so that reporting rolls up and learners are recognized across the SEC network.

7. DELIVERABLES AND REPORTING

The contract will be managed against deliverables rather than activity. At a minimum, USSEC expects the deliverables below; final service levels and cadence will be confirmed in the contract and work plan.

Deliverable	Minimum Content	Cadence
Contract onboarding documentation	Signed W-8BEN-E (or other applicable tax form), banking information on the USSEC template, agreed payment terms and key personnel roster, provided to the USSEC Project Manager.	Within 10 working days of contract execution
Mobilization and transition plan	Confirmed launch operating model, staffing, standard operating procedures for launch functions, platform access and handover arrangements.	Within 30 days of contract start

Deliverable	Minimum Content	Cadence
Course and cohort delivery	Integrated program calendar, enrollment, learner access and completion tracking against agreed targets; cohort close-out report within an agreed number of working days after course close.	Per cohort
Participant and alumni engagement report	Community activity, success stories, participation trends, recognition actions and follow-up actions.	Monthly
Platform operations and issue log	Issue type, date reported, escalation or acknowledgement time, status and resolution time; critical issues escalated within agreed service levels.	Monthly
Learning outcomes and feedback analysis	Completion, assessment results, participant feedback and key issues requiring follow-up.	Per course; consolidated quarterly
Event delivery report	Attendance reconciliation, participant feedback and outstanding follow-up actions for each in-person and major virtual event.	Per event
Stakeholder and employer engagement support	Summary of contractor-supported employer, university, association or other stakeholder actions and agreed follow-up.	Monthly or as agreed
Standard operating procedures and handover documentation	Current program procedures, role responsibilities and changes to operating processes.	Quarterly
Data quality and compliance review	Data quality, record discrepancies resolved within an agreed timeframe, privacy and compliance issues and corrective actions.	Quarterly
Scalability review	Current operating volume, capacity utilization, approaching thresholds and anticipated staffing or pricing-tier changes, against the commitments in Section 6.	Semi-annual
Monthly narrative report	Brief English narrative report in the USSEC template summarizing all work performed during the month, key issues, results and next-period priorities. This report is required for invoicing.	Monthly
Invoices	Upon completion of each milestone (month or event), an invoice with supporting documents. Submission of invoices will be in accordance with the Master Agreement and Addendum; invoices must include the Agreement Number, Project Number, Activity Number and Allocation ID shown on the Addendum.	Ongoing

Reimbursable expenses, where any are agreed in the contract, are governed by USSEC's Reimbursable Expense Procedures, available on the USSEC Requests for Proposals page (<https://ussec.org/about-ussec/requests-for-proposals/>).

8. PROJECT TIMELINE AND CONTRACT PERIOD

USSEC expects the initial contract to run from January 1, 2027 to September 30, 2027, aligned with USSEC's fiscal year. Extension for October 1, 2027 to September 30, 2028, and for subsequent fiscal years, will be based on evaluation of performance, program needs and funding availability. USSEC anticipates a mobilization and transition period in December 2026, before the contract start, for staffing, onboarding, platform access and standard-operating-procedure development; bidders should state any lead time they require and how it is priced, if at all.

The first contract year is expected to be light, with a small number of courses and cohorts. Bidders should demonstrate readiness to mobilize promptly following award and should propose how the operating model steps up from the second year, consistent with Section 6.

9. CONTRACTOR QUALIFICATIONS

USSEC is seeking an organizational capability with sufficient depth, continuity and capacity to scale with the program, not a collection of individual contractors under one name. Proposals will be evaluated against the following qualifications:

- A track record running training or learning programs in China, ideally in agriculture, animal nutrition, feed, or soy oil and food production.
- Demonstrated experience operating an online learning platform at scale, not only producing content for one.
- Demonstrated experience in digital community management, learner engagement and data-driven program reporting.
- Demonstrated experience handling personal and program data in China and maintaining compliant operational records.
- Working capability in Chinese and English across the delivery team, not through a single bilingual contact.
- Technical capability to manage routine program-level platform operations and to work effectively with a designated platform administrator and hosting providers.
- Demonstrated workforce depth, including recruitment, training, backup and succession capacity.
- A legally established entity with a local operating presence in mainland China and the ability to support activity physically in China.
- Relevant networks with industry, universities, associations and government stakeholders (desirable).
- Familiarity with reporting to an international organization and to public funders.

10. RFP TIMELINE

All times are China Standard Time (UTC+8). USSEC reserves the right to adjust these dates; any change will be communicated promptly to all bidders who have submitted questions or registered interest with the RFP Contact.

Milestone	Date
RFP distribution	Monday, October 12, 2026
Last day to submit questions	Friday, October 23, 2026, 6:00 PM
USSEC responses to questions circulated to all bidders	Wednesday, October 28, 2026
Proposals due	Friday, November 6, 2026, 6:00 PM
Evaluation, shortlisting and virtual interviews	November 11 to 20, 2026
Selection made by	Tuesday, November 24, 2026
Prospective contractors notified by	Friday, November 27, 2026
Contracting, onboarding and mobilization	December 2026
Contract start	Friday, January 1, 2027

Questions must be submitted in writing by email to both addresses in the cover block. To keep the process fair, USSEC will share its answers, without identifying the source, with all bidders known to USSEC at that time. Shortlisted bidders may be invited to present their proposal in a virtual interview during the evaluation period.

11. INSTRUCTIONS

Proposals must contain, at a minimum, the specific criteria listed below. Incomplete proposals may be disqualified.

1. **Submission.** Email the proposal, preferably as a single PDF, to RFP@USSEC.ORG and xyzhang@ct.ussec.org by 6:00 PM China Standard Time on November 6, 2026, with the subject line “SEC China Program Support Partner RFP – [company name]”. Proposals must be written in English; supporting materials in Chinese may be included as appendices with English summaries.
2. **Executive summary.** A concise overview of the proposed approach and the Prospective Contractor’s understanding of SEC China’s objectives and operating needs.
3. **Capabilities and experience.** A description of the Prospective Contractor’s capabilities, resources and experience. Emphasis should be placed on experience related to this RFP. Samples of comparable work may be included as appendices.
4. **Proposed approach.** A description of the proposed approach to managing the scope of work in Section 5, including how responsibilities will be organized, prioritized and executed.
5. **Launch model and scalability.** The proposed minimum launch operating model and how capacity would scale, addressing each point in Section 6.
6. **Key personnel.** An organization chart and resumes or profiles of key personnel assigned to the contract, including backup and continuity arrangements.
7. **References.** A minimum of two names and contact information for other similarly sized clients for whom comparable work has been performed.
8. **Local networks.** A description of relevant local networks that may support industry, employer, university, association or government coordination.
9. **Data governance.** The data governance, privacy, compliance and information-security approach for China operations.
10. **Platform operations.** The program-level platform operations and escalation approach, including coordination with USSEC’s designated platform administrator and hosting providers.
11. **Implementation plan.** An implementation and transition plan, including the proposed mobilization timeline.
12. **Performance management.** The performance management approach, key performance indicators and sample reporting.
13. **Detailed budget.** A detailed budget and modular pricing by function or service tier. All bids must include a breakdown of how the fee was derived, including daily or hourly rates, anticipated level of effort, included capacity, assumptions and measurable capacity and cost triggers, together with illustrative pricing and staffing for a light or pilot stage, a growth stage and a mature stage (Section 6). Clearly identify taxes, pass-through costs, third-party charges, travel assumptions, reimbursable items, exclusions and dependencies. Any proposed subcontractor must be identified.
14. **Length and format.** The proposal narrative should be no longer than 10 pages (8½ x 11 inches or A4). This page limit excludes appendices such as resumes, references, work samples, detailed pricing schedules and sample reports.

12. COMMERCIAL AND PRICING REQUIREMENTS

- Pricing must be transparent, modular and scalable rather than based only on one fixed team.

- Identify the capacity included in each fee or tier and the threshold at which additional resources or a higher service tier would be required.
- The contractor must notify USSEC in advance and obtain written approval before committing additional chargeable resources.
- Collection of participant fees or financial administration related to participant payments is out of scope unless USSEC expressly adds it following internal compliance and accounting review.
- The fee includes all service fees, employee compensation and benefits, overhead and any other expense incurred to deliver the agreed services and deliverables, unless a reimbursable item is expressly agreed in the contract.
- Upon completion of agreed milestones or invoicing periods, the selected contractor will submit invoices and supporting documents in accordance with the executed Master Agreement and Addendum and USSEC requirements.
- Bidders should submit all pricing in Chinese Renminbi (RMB). Unless otherwise specified in the final contract, payments under the resulting agreement will be made in RMB.

13. EVALUATION

USSEC will rate proposals on responsiveness to the requirements set forth in this RFP, relevant past performance and experience, samples of work and fee. Within that framework, USSEC expects to evaluate proposals holistically on the best overall value and fit for the program, considering:

- Understanding of SEC China and quality of the proposed operating model.
- Ability to deliver the required functions from launch.
- Scalability, workforce depth and continuity (Section 6).
- Relevant China program, platform and community-management experience.
- Quality of bilingual delivery and local operational capability.
- Data governance, compliance and record-keeping capability.
- Ability to support industry, employer and institutional engagement while preserving USSEC's lead role.
- Quality, transparency and flexibility of modular pricing.
- Reporting discipline, measurable deliverables and implementation readiness.
- References and demonstrated performance on comparable assignments.

14. NOTES AND CONDITIONS

- 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 selected contractor.
- Confidentiality. Without USSEC's prior written consent, Prospective Contractors and their officers, employees, agents, representatives, affiliates and subcontractors shall not disclose to any third party any documents, materials or information that the Prospective Contractor 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.
- Conflict of interest. Prospective Contractors must disclose any existing or potential conflict of interest, including any relationship with USSEC staff, contractors, instructors or platform providers.
- USSEC and Prospective Contractor agree 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.
- Final contractual terms are subject to USSEC internal review and approval. In the event of a conflict between this RFP and the executed agreement, the executed agreement will control.

15. 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/>

The U.S. Soybean Export Council (USSEC) focuses on attaining market access, differentiating, and elevating preference for the use of U.S. Soy for human consumption, aquaculture, and livestock feed in more than 90 countries. USSEC members represent the soy supply chain including U.S. Soy farmers, processors, commodity shippers, merchandisers, allied agribusinesses, and agricultural organizations. USSEC is funded by the Soy Checkoff, USDA Foreign Agricultural Service (FAS) matching funds, and industry. Visit www.ussec.org for the latest information about USSEC and U.S. Soy internationally.

Our 16-member board of directors is comprised of four members from the American Soybean Association (ASA), four members from the United Soybean Board (USB), and eight 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 Agricultural 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 77 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 primary contractors. U.S. Soybean Export Council (USSEC), Inc. is contracted to manage projects for international marketing and global opportunities activities.

16. NON-DISCRIMINATION STATEMENT AND CIVIL RIGHTS CLAUSE

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.

17. 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 the USDA Agricultural Marketing Service (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 provided 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; and (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 and providing proof of payment to the subcontractor for any work they have performed. If proof of payment cannot be provided, USSEC will be unable to reimburse the contractor. 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.

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