

Request for Proposals

For Conducting Endline Study

USAID Thailand CTIP-RFP-2021-001

Issued: 09/23/2021

Counter Trafficking in Persons, USAID Thailand CTIP Activity

Winrock International 208 Wireless Road Building, Lumpini Pathumwan,
Bangkok, Thailand

Cooperative Agreement: AID-486-LA-17-00001

Country: Thailand

Geographic Code: 937

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Confidentiality Statement

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Thank you for your consideration, Winrock International – USAID Thailand CTIP.

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Introduction

Winrock International, the implementing partner of the USAID-funded Thailand Counter Trafficking in Persons (CTIP) activity (2017-2022), invites qualified international partners to lead the activity endline study in addition to leading the development of learning papers and most significant changes stories for the activity.

Business Overview & Background

Winrock International is a global nonprofit organization that provides sustainable solutions for an interconnected world. Working with partners in the United States and more than 55 countries, Winrock integrates deep expertise in agriculture, economic development, social science, and the environment to offer scalable solutions that increase prosperity while protecting our planet.

Submission Details

Submission Deadlines

Proposals must be received no later than **5:00 PM ICT on Friday, November 5, 2021**. Late submissions will not be accepted. All proposals are to be submitted following the guidelines listed below. Telephone requests will not be honored. The receipt time for electronic submissions is

when the proposals is received by Winrock's Internet Server. Winrock International may request additional documentation after the abovementioned deadline.

Proposals may be withdrawn by written notice via email received at any time before an award is made. Proposals may be withdrawn in person by an organization or its authorized representative if the representative's identity is made known and the representative signs a receipt for the proposals before the award is made.

Submission Delivery Address

The delivery address to be used for all submissions is below. Please do not send files in ZIP format.

Dr. Neeraj Mishra
MEL Specialist
Winrock International
208 Wireless Road Building,
Lumpini Pathumwan, Bangkok, Thailand
Email: info.th@winrock.org

Submission Questions and Clarifications

Inquiries/questions must be received no later than **Friday, October 15, 2021, (ICT)** and must be submitted via e-mail to info.th@winrock.org with subject line "endline research proposal." Winrock will review and respond to all potential questions by **Thursday, October 21, 2021 at 5 PM (ICT).**

Winrock will evaluate complete vendor proposals and determine which proposal best fits with the scope of work. This is an unsealed solicitation request. Winrock reserves the right to negotiate with the bidders with or without discussion.

Pre-Bid Conference

A pre bid conference will be held using Microsoft Teams based on written request from the bidder on the given email above.

Date: October 26, 2021 at 10:00 AM ICT (*Tentative time and it can change as per the request from agencies*)

Instructions to Bidders

- The authorized geographic code is 937, which means that bidders must be entities in U.S.A., Thailand or developing countries other than advanced developing countries, and excluding prohibited sources. USAID maintains a list of developing countries, advanced developing countries, and prohibited sources in USAID's Automated Directives System, ADS 310.
- Validity of bid: 90 days starting from the submission date.
- Delivery time: as per the timeline given below (in anticipated start date and duration of procurement contract).

- For each item quoted in costing proposal, a detailed description should be included, Quoted cost must include unit price and total price in USD.
- Include VAT, if applicable.
- International vendors (outside Thailand) must provide mechanism to how the support will be provided, and any items needed for purchasing under this contract, including any sales support and warranty issues i.e. CAPI programming.
- Payment terms and complete banking information.
- Any applicable warranty & service Information.
- Winrock reserves right to make changes or cancel this solicitation.

Deliverables

The selected firm needs to submit the following information at the end of the contract

- Draft and final inception report (methodology, including COVID mitigation measures and data collection forms)
- Clean raw data – both quantitative and qualitative from surveys and audio and video interviews (including transcriptions for the MSC)
- CAPI forms and program used for the data collection
- Draft and final endline survey reports, learning briefs in word and PDF, videos
- Methodological note (on methodology to conduct surveys with hard to reach or hidden populations and how MSCs can be utilized to show impact)

Bid Documents to Include

- Legal Business name
- Authorized contact information, including address, phone number and email
- Proof of business registration and nationality
- A list of previous similar contracts completed successfully, including the names and contact information of buyers
- A completed and signed technical application
- CVs for activity key personnel
- A completed and signed budget application

Award

Winrock anticipates notifying successful bidder and provide agreement for signature the week of ending November 26, 2021. Winrock will run an open and fair competitive bidding process.

Detailed Specifications

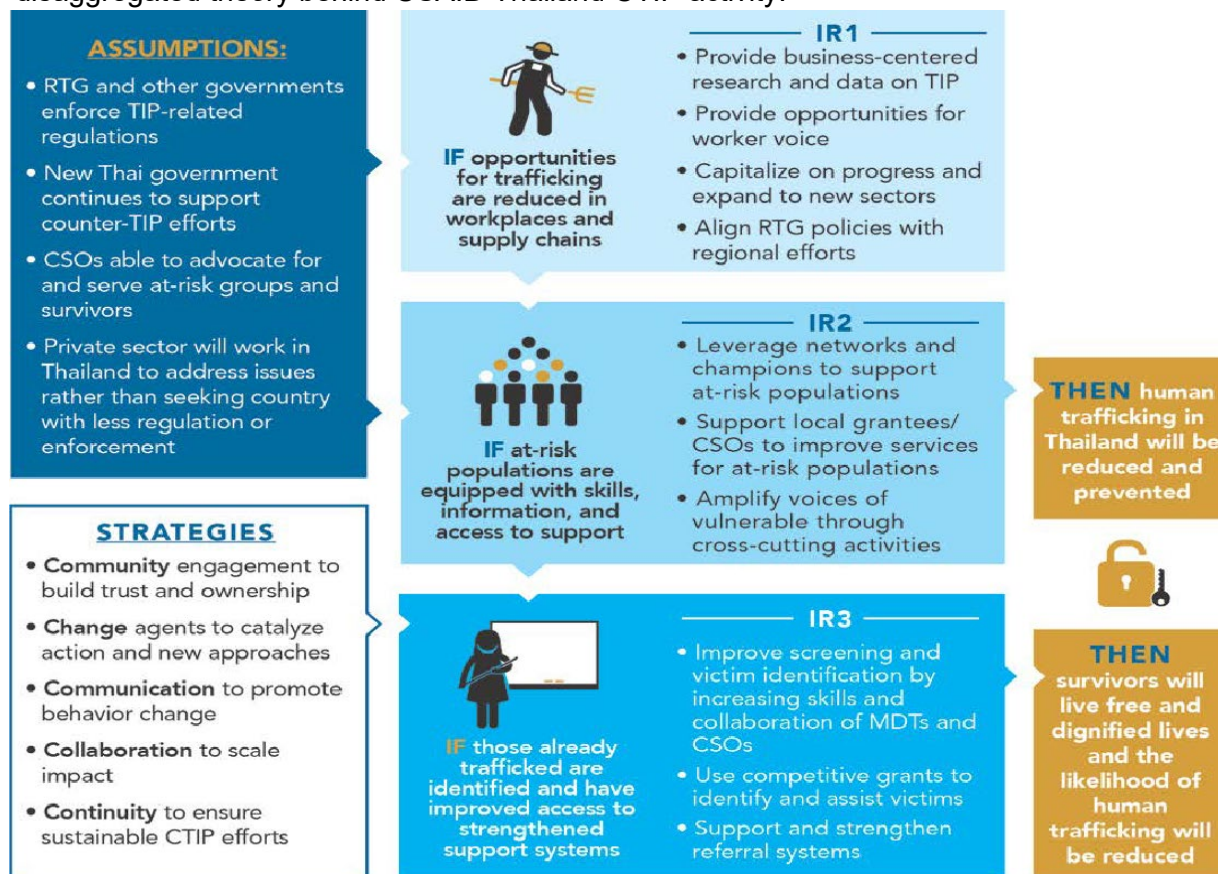
As a source, transit, and destination country, as well as one of the main migrations and business corridors in the region¹, the trafficking in persons (TIP) profile in Thailand reflects a complex socio-geopolitical-economy relationship in the region. According to some estimates, Thailand has three to four million migrant workers, many of whom arrived undocumented from neighboring countries in search of jobs. Ethnic minorities, highland persons, children from rural areas, stateless persons, and lesbian, gay, bisexual, transgender, queer, and intersex (LGBTQI) individuals are also at risk for trafficking and exploitation due to their inferior status in the society. Owing to the COVID situation, a greater number of migrant workers, mostly from its neighbors, from Cambodia, the Lao People's Democratic Republic, and Myanmar employed in agriculture, fisheries, and other sectors have returned home via land checkpoints (IOM 2020).

Migrant's workers who are still in country, are in more vulnerable conditions because of prolonged lockdowns and production breaks drive companies out of business and migrants out of jobs. It has been challenging time for the USAID Thailand CTIP activity to provide protection and assistance work, where most of the programming involves direct access to migrants, including those in vulnerable situations. Impacts are felt across various types of activities, including provision of direct assistance to migrants, addressing the protection needs of the most vulnerable, increased vulnerabilities because of the pandemic, and the subsequent economic downturn and travel restrictions. While, having significant challenges for USAID Thailand CTIP activity, Winrock and implementing partners quickly adapted the work modalities in delivering services and assistance to migrants, including virtual meeting, training, community awareness and other activity activities.

The activity prioritizes three key industries: fishing and seafood processing, agriculture, and construction. These results specifically support the Regional Development Cooperation Strategies (RDCS) of USAID Regional Development Mission for Asia (RDMA) namely: 1) Intermediate Result (IR) 2.2: Enhanced ability to exercise rights among specific vulnerable populations, and 2) RDMA's Development Objective 2 (DO2): Vulnerable populations are more able to address risks that transcend borders.

¹ ASEAN is one of the few global regions in which the share of intraregional migration increased between 1995 and 2015. This has turned Malaysia, Singapore, and Thailand into regional migration hubs. These three countries are now home to 6.5 million ASEAN migrants, 96 percent of the total. Cambodia, Indonesia, the Lao People's Democratic Republic, Malaysia, and Myanmar are the major regional senders of migrants (World Bank, 2017, p.1)

USAID Thailand CTIP Theory of Change: The following results framework provides the disaggregated theory behind USAID Thailand CTIP activity.



USAID Thailand CTIP activity (TCTIP) Result Framework

The overall goal of USAID Thailand CTIP activity is “to reduce TIP and better protect the rights of trafficked persons in Thailand,” USAID Thailand CTIP focuses on three of the four Ps from the 4P paradigm—protection, prevention, and partnership—and will support ongoing USG and others’ prosecution efforts. Collaborating with the RTG, civil society, the private sector, at-risk communities, and the public, Winrock will address challenges stakeholders face to stop and prevent TIP. Identifying and replicating successful approaches and piloting new methods and tools in coordination with USAID Asia Counter Trafficking in Persons (CTIP) and other efforts are central to USAID Thailand CTIP activity approach.

Intermediate Result 1: Demands and incentives for trafficked labor are reduced. The activity will achieve this intermediate result in three ways: 1) Improve ethical standards and practices in workplaces and supply chains and their enforcement; 2) Improve consumer attitudes and awareness of trafficked labor in goods and services; and 3) Increase engagement on labor and migration policies by key stakeholders.

Intermediate Result 2: At-risk populations are empowered to safeguard their right. The activity will achieve this intermediate result in three ways: 1) Awareness and understanding of rights

among most at-risk populations increased; 2) Access to support services by at-risk populations improved; and 3) Voice of at-risk populations strengthened.

Intermediate Result 3: Protection Systems Strengthened. The activity will achieve this intermediate result in three ways: 1) Identification of trafficked persons is improved; and 2) Support services are strengthened to better address trafficked person's needs.

The Key Objectives and Details

The USAID Thailand CTIP activity seeks to award a contract to an experienced research partner who will be responsible for the following:

1. To conduct endline study of knowledge, attitudes, and practices that will measure shifts since the baseline survey. Indicators are listed below in Table 1 to conduct the endline study.
2. To develop and disseminate five learning papers, synthesizing insights from the activity implementation around key areas of interest. Learning questions are listed below in Table 2 to develop the learning papers.
3. To develop and disseminating 15 most significant changes stories, both written and in video clips, that highlight some of the key accomplishments of the USAID Thailand CTIP activity. These stories will also help to show the impact of the activity.

These products will help to understand the effectiveness, efficiency, sustainability of the activity approaches and promote learnings from the activity, capture change over a period and provide USAID and implementing partners with an improved understanding of what works to reduce trafficking in Thailand.

Endline Study: During FY 2019, Winrock International, in conjunction with an external research firm, conducted a baseline study with the overall objective of to establish a number of baseline indicators developed under the CTIP program, which could contribute to the overall objective of reducing the risk of trafficking and exploitation for migrant workers, including at-risk populations. To cover the set objectives, two separate surveys were undertaken.

To understand attitudes towards migrant workers an online survey was carried out, covering the general population (aged 15–55 years) in Thailand in the four target provinces (Surat Thani, Sakaeo, Trat, and Chiang Rai) as well as the greater Bangkok area. The survey examined public opinion towards migrant workers more broadly and specifically the degree to which they agree that there should be equal labor protection for migrants and forced labor workers.

To examine the situation of program target beneficiaries, a face-to-face survey was also done with migrant workers (from the fishing, agriculture, and construction sectors), including stateless persons and ethnic minorities, who had stayed in Thailand for at least six months and regardless of legal status in selected program areas in the three target provinces namely Surat Thani, Trat, and Chiang Rai. A total of 23 villages/locations were selected within 11 districts and 21 sub-districts in three provinces (Surat Thani, Trat, and Chiang Rai). Locations could be a factory, port,

or market known to host migrant workers. In each village/location, the predominant sector was also identified beforehand so that migrant workers from that sector would be interviewed. A total sample of 740 was selected across the 23 villages/locations. Total 22 topics were covered i.e., work conditions, work entitlements received, knowledge about rights, perceptions of gender equality, forced labor experiences, needs and access to services, as well as demographics.

A separate mapping of existing service providers was also carried out in each of the three destination provinces to supplement the survey findings and gain insight into what services are available and the extent to which they meet the current needs of migrant workers.

The research design for the endline will be expected to focus primarily on the geographic areas from which the sample was drawn in 2019 with an additional sample from Phuket province. Intervention in Phuket province started in 2020, however, data needs to be collected to show the possible change using mixed method approach. A data collection tool used in 2019 will be provided to the successful firm.

USAID Thailand CTIP activity anticipates that a selected firm should use 95% confidence level, 5% margin of error and 80% of statistical power to detect the changes sample in the general survey and in the migrant survey. In addition to the survey, the successful firm will conduct qualitative research, including 40 key informant interviews and 20 focus group discussions, to triangulate findings and probe deeply into survey findings. All offerors should propose research designs that meet the requirements outlined above. The final research design will be decided on in collaboration Winrock International. The firm selected to conduct this research will be provided with access to the findings from previous research as well as with all survey questionnaires, interview guides, and other materials developed.

USAID Thailand CTIP aims to conduct an endline study for indicators provided in Table 1 below.

Table 1: Key indicators

Results	Indicator	Method and Schedule	Baseline Sample Size	Baseline Result
Sub IR 1.2 Consumer attitudes and awareness of trafficked labor in goods and services are measurably improved	Indicator 3: Percentage of Thai public reporting agreement with equal labor protection for migrants and forced labor workers	Population survey – General	1012	44%

Sub IR 2.1: Awareness and understanding of rights among most at-risk populations increased	Indicator 6: Average level of awareness of rights among targeted at-risk populations	At-risk populations survey – With Migrant	740	80%
Sub IR 2.1: Awareness and understanding of rights among most at-risk populations increased	Indicator 7: Average level of agreement with the concept that males and females should have equal access to social, economic, and political resources and opportunities	At-risk populations survey – With Migrant	740	28%
Sub IR 2.1: Awareness and understanding of rights among most at-risk populations increased	Indicator 8: Percentage of targeted individual stakeholders working with vulnerable groups who increased their capacity to meet the needs of vulnerable groups	At-risk populations survey – With Migrant Key Informant Interview with Other stakeholders i.e. Implementing Partners, Royal Thai Government and Civil Society Organization	Additional indicator to collect data during endline	0
Sub IR 2.2 Access to support services among at-risk populations improved	Indicator 9: Average level of awareness of support services among targeted at-risk populations	At-risk populations survey – With Migrant	740	1 service
Sub IR 2.2 Access to support services among at-risk populations improved	Indicator 10: Average level of access to support services of targeted at-risk populations	At-risk populations survey – With Migrant	740	40%

Note: Indicator number 8 is an additional indicator to collect data during the endline study. Other than that, the sample for endline study would be slightly higher as compared to baseline, because Phuket province would also need to be covered in endline which was not part of baseline.

1. The **Population Survey** will be a general Thai population household survey of a representative sample of households in the activity districts in the five provinces (excluding Bangkok). The sample size should be sufficient to show the change in the activity indicator between baseline and endline with statistical significance (95% of confidence level, 5% margin of error used in baseline to calculate the sample size).
2. The **At-risk Populations Survey** will be a survey of a representative sample of migrant workers and other at-risk populations in the five provinces (excluding Bangkok), to the extent possible. Other at-risk populations include stateless populations, women, and the LGBTQI communities. The sampling strategy should be based on available knowledge of the number of migrants by location within the five provinces. The sample size should be sufficient to show the change in the indicators between baseline and endline with statistical significance (95% of confidence level, 5% margin of error used in baseline to calculate the sample size). It is expected that the at-risk population survey respondents will be approached with sensitivity to their vulnerable status, and that the survey teams will gain access to these populations through NGOs or other trusted individuals who work with these populations.
3. **Key Informant Interviews:** Winrock works at the National level (Bangkok) on advocacy with the Royal Thai Government, INGOs, NGOs, Migrants, Survivors and members of disadvantage groups and Civil Society Organizations. In order to measure and document the impact of this advocacy the selected firm will conduct 2-3 KIIs from each stakeholder. The firm will also interview USAID Thailand CTIP activity Chief of Party, Sr. Government Engagement Specialist and the AOR of the activity from USAID/RDMA to understand the advocacy efforts taken at the national level. The firm can also suggest including other methods for reflecting the impact of advocacy work.

Learning Papers

USAID Thailand CTIP has identified six learning questions for learning papers of up to 15 pages in length, including data visualizations and other graphics. These learning papers will synthesize, and document lessons learned across the activity's portfolio of activities and would be helpful for future activity design and actions. Winrock has provided the below ideas about the approach for each learning question while bidders should provide a research approach along with rationale for the selected methods. The selected firm will be provided access to activity documentation and data and should propose additional data collection as needed. It is anticipated that many of the stakeholders included in the endline survey would also be appropriate respondents for research related to the learning papers. Research design should account for overlap among respondents and reduce repeatedly contacting the same respondent for multiple purposes when possible. A final research approach will be determined by Winrock International and agreed upon with the successful firm. In addition to the research design, bidders should include a description of their publication and dissemination plan.

The six learning questions explored and documented in depth through these learning papers are below. USAID Thailand CTIP will provide the successful firm with all relevant information on activities relevant to these topics as well as results to date.

Table 2: USAID Thailand CTIP Learning Agenda

Learning Questions	Suggested Methods *
1. If the perception of the Thai population toward migrant workers changes will exploitative labor practices that lead to forced labor decrease?	Population Survey
2. In what ways does the strengthening of Thailand's MDTs (Multi-disciplinary teams) improve the quality, availability, and accessibility of protections services in the country?	Survey, Key Informant Interviews and Focus Group Discussion with MDTs members (<i>Social workers and social assistants; Shelter staff; Community leaders; Lawyers and legal assistants; Healthcare workers; Psychologists and counsellors; NGO staff working in victim identification and/or protection; Translators; Labor inspectors, and; PSDHS staff</i>) . Firm can suggest the sample size for Survey, Key Informant Interviews and Focus Group Discussion.
3. In what ways does increasing awareness and understanding of rights among most at-risk populations safeguard migrant workers' rights?	At-risk populations survey – With Migrant
4. How do we increase safe and voluntary survivor identification in ways that ensure access to services and protection of survivors' rights?	Survey with MDTs members, KIIs (20 interviews), and FGDs (4) with MDTs members, migrants, survivors and members of the disadvantaged groups <i>Note: Q2 and Q4 will have the same respondents.</i>
5. What key contextual factors in the target provinces can negatively or positively affect our interventions and at-risk populations?	Population survey, at-risk population survey, and KIIs with different stakeholders
6. How effective are the bilateral MoUs on employment cooperation with the governments of Cambodia, Lao People's Democratic Republic (Lao PDR) and Myanmar? How could we adjust our approaches	KIIs with different stakeholders (Royal Thai Government, Migrants, Implementing Partners)

Learning Questions	Suggested Methods *
around the MOU process? How can we better support targeted groups on this process?	

** Winrock is suggesting methods for estimation and planning of the study, therefore, the firm can suggest the change in methods and best possible techniques to develop the learning papers.*

Most Significant Changes: In addition to the surveys and learning papers, Winrock is commissioning a set of 15 most significant changes stories since quantitative data collected on key indicators alone cannot reveal all the complexities and realities of the activity, while MSC stories enables the identification of change, how change happens and why. These most significant change stories will focus on a relatively narrow topic and will consist of both a short (approximately 1-2-page) narrative and a short video clip. A final set of topics will be decided on collaboratively by the contracted firm and Winrock International. Winrock International anticipates that as research activities are undertaken, particularly the research required for the end-line survey and learning papers, the engaged firm will be able to determine which of these or other topics are best suited for the most significant change.

Geographic focus of the research

The study area to be covered by the baseline survey consists of five provinces (Bangkok, Chiang Rai, Phuket, Sa Kaeo Surat Thani, and Trat) and 19 districts as shown on the map and table below. Phuket province was added in the year 2020 under the USAID Thailand CTIP activity, however, this was not covered under the baseline study.

Figure 1: Map of USAID Thailand CTIP Activity Target Areas

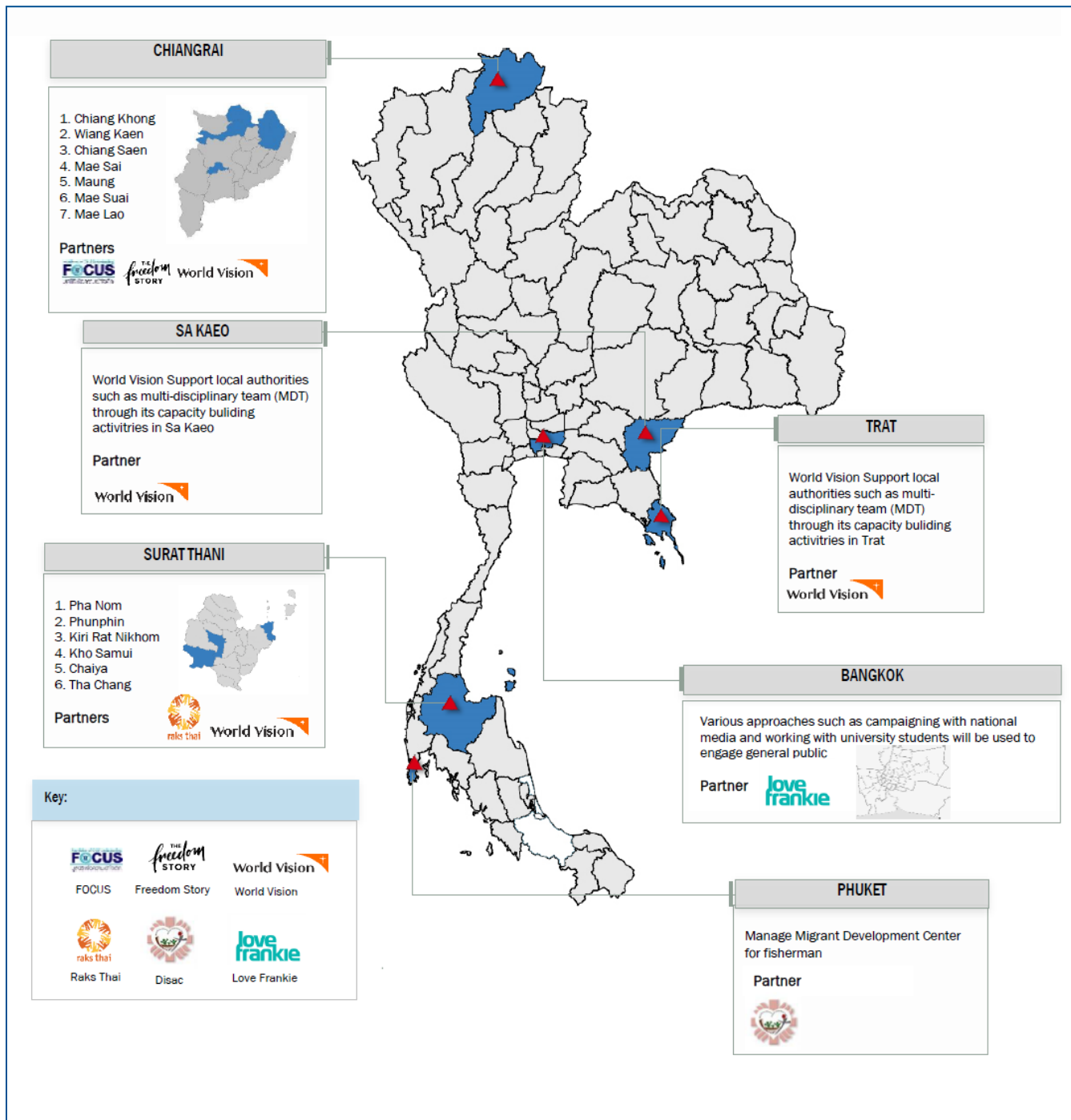


Table 3: List of targeted districts, sub-districts and sector focus of the TCIP activity:

Province	District	Sub-district	Sector Focus
Surat Thani	Chaiya	Pak Mak (ปากหมาก)	Agriculture
		Mo Tai (โมทัย)	Agriculture
		Poom Rieng (พุมเรียง)	Seafood
	Tha Chang	Pak Chalui (ปากฉลุย)	Agriculture
	Phunphin	Tha Sathon (ท่าสะท้อน)	Seafood
		Phunphin	Seafood
	Kiri Rat Nikom	Kapao (กะปำ)	Agriculture
		Baan Tam Neab (บ้านท่าเนียบ)	Agriculture
	Phanom	Phanom (พนม)	Construction
		Khlong Cha Un (คลองชะอุ่น)	Agriculture
		Khlong Sok (คลองศก)	Agriculture
		Ton Yuan (ต๋นยวน)	Agriculture and construction
	Tha Chana	Khan Tuli (คันตุลี)	Agriculture
		Prasong (ประสงค)	Agriculture
Sa Kaeo (World Vision)	Aranyaprathet	-	Construction and agriculture
	Ta Phraya	-	Agriculture
Trat (World Vision)	Muang	-	Construction
	Khao Saming	Tungnonsee	Agriculture
	Khlong Yai	Hadlek	Fishing and seafood
		Khlong Yai	
	Muang	Rop wiang (รอบเวียง),	Construction

Province	District	Sub-district	Sector Focus
Chiang Rai (The Freedom Story)		Tha Sai (ท่าสาย)	
		Mae Kon (แม่กรณ์)	Agriculture
	Mae Lao (แม่ลาว)	Pa Koh Dam (ปากอ่ำ)	Agriculture (Laotian)
	Maesai (แม่สาย)		Newly arrived migrants
	Chiang Khong	Sri Don Chai (ศรีดอนชัย)	Agriculture (Laotian)
Phuket (DISAC)	Muang	-	Fishing and construction
	Kathu		
	Thalang		
Bangkok	Bangkok		Activities at National level with RTG, and other stakeholders i.e., INGOs (International Non-Governmental Organizations), UN, Local Thai NGOs

The below list may be further improved after discussion with the selected firm and internally once the activity is live.

The selected firm will implement the following activities:

- Review all relevant documentation including activity proposal, baseline study report, MEL plan, monitoring data for indicators, activity reports, country context documents, and other relevant documents including similar surveys and findings.
- Develop and obtain approval on survey questionnaires, methodology, survey protocols including quality assurance i.e. designing CAPI tool including documenting and thorough review of quality checks, training, monitoring plan including back check, spot check, debriefing of team, completeness of data, consistency of data, daily review of sample forms etc., data management i.e. analysis plan, coding, plan on how data will be cross checked on completeness, consistency, data editing, data entry, data analysis etc., and other research tools to consider the challenges that arise due to COVID situation selected firm needs to use the baseline questionnaire and add more relevant questions and questionnaires (checklist with MSCs and interview questionnaire for learning Papers) collect data for all four proposed surveys/approaches.

- Utilize key definitions and constructs provided by Winrock International in the survey instruments.
- Obtain ethical clearance of the survey protocols and instruments, uphold ethical behavior that includes obtaining proper consent and assent during data collection, treating respondents with respect and sensitivity, and maintaining confidentiality.
- Recruit and train enumerators and supervisors.
- In consultation with USAID Thailand CTIP, secure permissions and access to at-risk groups are necessary to carry out the study activities.
- Sampling strategy for the two surveys (Population Survey and at-risk Population Survey).
- Calculation of minimum sample size for the two surveys (Population Survey and at-risk Population Survey) to show the change between baseline and endline measures of activity indicators.
- CAPI (Computer Assisted Personal Interview) module needs to be shared with quality checks for review and approval of Winrock.
- Conduct the two endline surveys, the MSCs, and the development of five learning papers, following the approved sampling and methodology, including quality assurance procedures.
- Perform systematic analysis of the FGDs and KII transcripts in addition to the calculation of the indicator values.
- Prepare the draft report according to an outline developed in collaboration with Winrock.
- Complete a draft baseline report that will be reviewed by Winrock International. This process may take multiple rounds of review and revision until all feedback from Winrock International and USAID are addressed and incorporated into the final draft.
- Facilitate a one-day learning workshop/debriefing session to present the draft findings of the review to the USAID Thailand CTIP Staff and other stakeholders, to gather feedback on the findings and build consensus on recommendations.
- Complete the final report and other endline deliverables after the learning/debriefing workshop within the agreed timeline below; and
- Develop methodology note on what appropriate methodology (research design, suggestive sample, etc.) can be used to conduct such baseline, endline in CTIP especially in hard to reach and hidden population with and without COVID pandemic.
- Develop note on how MSCs can be utilized to showcase the impact and use it to reflect the impact of the intervention.
- Disseminate findings to a wider audience on endline study, MSCs, Methodological notes, and Learning papers.
- In end of the study, submit following list of items:
 - Quantitative and Qualitative data for surveys, learning papers, MSCs stories note, Videos of MSCs, transcriptions of all qualitative data, all codes used for analyzing qualitative data and quantitative data.
 - Cleaned data should be submitted in form of SPSS for surveys, learning papers, MSCs (if applicable)
 - Filled Questionnaire (in soft copy)
 - Methodological note (on methodology to conduct surveys with hard to reach or hidden population and how MSCs can be utilized to show impact)

- Draft Report
- Final Report

MATERIAL /SUPPORT TO BE PROVIDED BY WINROCK FOR CONDUCTING ENDLINE STUDY

- Providing secondary information for desk review (MEL Plan, activity reports, the activity contract document, baseline report, monitoring indicator data).
- Providing technical assistance with sampling strategies, questionnaires, and other protocols.
- Providing information on at-risk populations in the activity study area.
- Providing timely input on survey questions for activity indicators.
- Providing timely input on CAPI survey.
- Providing more programmatic information about learning papers.
- Providing timely review of study protocols and reports.
- Providing timely review of reports, learning papers, MSCs and Methodological notes.
- Any other item listed after discussion with selected firm.

The details of these materials would be provided to the selected firm.

ANTICIPATED NUMBER OF CONTRACTS TO BE ISSUED

The USAID Thailand CTIP activity expects to award one or more procurement contracts under this RFP but reserves the right to award to none based on the quality of applications received and availability of funding.

ESTIMATED AMOUNT OF PROCUREMENT CONTRACT TO DO ENDLINE STUDY

It is expected that an individual contract amount will not exceed USD 100,000.

ANTICIPATED START DATE AND DURATION OF PROCUREMENT CONTRACT

The duration of the assignment will be **four to five months**. This endline study will begin in the month of December 2021, however preliminary works may begin earlier such as development of the tools and review of the final study design. The contract will be signed with the selected organization in November 2021.

	Items	Timeline *
1	The selected organization will share and present an inception report that details the evaluation design (rationale, methodology), and workplan.	By December, 2021
2	The selected organization will develop and present data collection tools to Winrock.	By December, 2021
3	Finalized inception report and detailed work plan, including sampling methodology, data collection tools, quality assurance. after incorporating	By December, 2021

	Winrock input and have them approved by USAID Thailand CTIP MEL Specialist and Chief of Party.	
4	Setting up and training of enumerators/team members on the tools using mobile data collection	By January, 2022
5	Data collection/interviews	By April 2022
6	Validation workshop/meeting to discuss draft final report, Learning Papers Most Significant Change Stories	By May, 2022
7	Draft Final Report	By May, 2022
8	Dissemination Workshop	By May, 2022
9	Final Report	By June, 2022

** These are tentative timelines and Winrock is open to suggestions and to make changes in this.*

SECTION 3: ELIGIBILITY INFORMATION

ELIGIBLE APPLICANTS

This solicitation is open to all firms who have extensive experience to conduct Research and Evaluation. To be eligible for funding, organizations must comply with the following conditions:

- Be legally registered or otherwise authorized to conduct business in the applicant's country or countries of operation.
- For those selected, Winrock will conduct risk assessment before issuing a contract.
- Previous experience in general population surveys, vulnerable and hidden population surveys, especially migrant surveys or trafficking in persons.
- Previous experience with USAID-funded activities (preferred).
- Lead consultant/team leader with a master's or higher degree in economics, social science, development studies, statistics, or other relevant backgrounds.
- Demonstrated track record of leading the development and implementation of similar studies with excellent qualitative and quantitative techniques, Most Significant Changes Technique including documenting on paper and video.
- Previous experience in ethical data collection methods and informed consent.
- Previous experience in Collaborating, Learning, and Adapting (CLA) and developing high quality learning papers.
- Previous experience doing data collection with electronic devices is a must; data analysis using SPSS or Stata and data visualization using any of the tools i.e., Power BI, Tableau.
- Proven experience in preparing high quality research reports in English
- Able to maintain deadlines and confidentiality

SECTION 4: PAYMENT SCHEDULE AND DELIVERABLES

The proposed payment schedule for the endline study is as follows:

- 20% upon Winrock's approval of methodology including sampling plan, survey questionnaire and other study tools
- 30% on completion of data collection
- 20% upon Winrock's approval of the submitted draft report, learning papers and MSC stories
- 10% upon dissemination of findings
- 20% upon completion of the following:
 - Clean raw data – both quantitative and qualitative from surveys and audio and video interviews (including transcriptions for the MSC),
 - CAPI forms and program used for the data collection,
 - Draft and final endline survey reports, learning briefs, videos
 - Methodological note (on methodology to conduct surveys with hard to reach or hidden populations and how MSCs can be utilized to show impact).

SECTION 5: INSTRUCTION TO APPLICANTS AND SUBMISSION INFORMATION

5.1.PRE-APPLICATION CONFERENCE

- ☐ A pre-application conference will not be held.
- ☒ A pre-application conference will be held by USAID Thailand CTIP (if required or requested by firms) as detailed below. All applicants are encouraged to attend, as referenced earlier in the proposal document.

Date:	October 26, 2021
Location:	Teams
Confirmation:	An e-mail confirming attendance must be sent to info.th@winrock.org
Language Conference to be Held In:	English

TECHNICAL APPLICATION

Applicants will develop their technical applications based on the below-mentioned requirements for conducting the endline study. It is required to go through this RFP in detail to understand the requirement and deliver quality results. Therefore, it is required for applicants to propose the best

methodology, ensure quality during the entire process, hire the quality resources, and deliver the best results that can help for future programming and to understand the effectiveness, efficiency, sustainability of the activity and promote learnings from the activity, capture change over a period and provide USAID and implementing partners with an improved understanding of what works to reduce trafficking in Thailand. The proposals must address how the firm would adapt the research design and implementation based on evolving COVID-19 related restrictions (including on travel and in-person meetings). The applicants are encouraged to present different scenarios of how they would approach the implementation of the described SOW.

COST APPLICATION

Cost applications shall be submitted separately from the technical application. Applicants shall submit a summary and detailed budget in Microsoft Excel with budget notes identifying how the applicant would allocate any procurement contract funds received during the term of the potential agreement. The budget narrative should explain and justify the need for the costs proposed in the budget. The cost/budget narrative should not exceed five (5) pages. The narrative should help the reviewer understand why an item of cost is necessary and how it will be used to support the activity for which it will be incurred. The budget narrative should demonstrate the relationship between the proposed activities and the budget. Just as the technical application should reflect the applicant's understanding of the objectives and the proposed approach to achieve those objectives, the budget and the accompanying narrative should be realistic and show a similar understanding of the financial requirements of the proposed activities.

The applicant must present a detailed financial proposal that covers the following items and includes a narrative on the assumptions behind the estimates:

- Salaries. Includes personnel for technical assistance, data collection, data entry, and analysis, e.g., staff, enumerators, supervisors, drivers.
- Per diem and travel which includes daily costs for lodging and meals and incidental expenses during the training and field work, mode of transportation, vehicle rental, and fuel.
- Printing includes survey questionnaires (if applicable), other study tools, reports.
- Equipment. Includes any equipment the contractor may need to purchase such as electronic devices for data collection.
- Communications includes telephone, email, computer, mobile phone, internet connection charges for data collection etc.
- Supplies includes paper, pens, bags, other materials for field work.
- Training costs.
- Partner/sub-contractor organizations. Includes summary amount of activity led by local partners.
- Other relevant costs.

SUBMISSION GUIDELINES

Assumptions & Constraints

Any assumptions and/or constraints that the prospective vendors need to be made aware of must be listed here. Failure to be forthright and upfront with the vendor will open the door to renegotiation of the agreement at a later date and runs the possibility of straining the relationship you have with your vendor. Possible topics include travel expenses, upgrade/modification costs, licensing rights. The applicants are encouraged to review in detail and present mitigation strategies for constraints related to COVID-19 pandemic and related response measures to ensure that the research is safe for both research and the interviewees as well as compliant with local regulations.

Terms and Conditions

All questions and other communications regarding this RFP should be submitted in writing to info.th@winrock.org. Written responses to questions will be made available to all applicants.

Interested firms should send a technical and cost proposal in separate files. All documents related to this assignment should be in English using Times New Roman, font size 11, single-spaced. Proposals must be submitted electronically, with all pieces of the proposal labeled clearly. The maximum length for the proposal is 20 pages, single spaced. Leading firm can also sub-contract with local partner to collect data on objective 1 of the study. In this case, they need to provide all details of local partners with their capacity to handle this work and team members.

The technical portion of the proposal should not exceed 15 pages. Suggested breakdown is as follows:

- **Cover page (1 page).**
- **Organizational profile, institutional capacity (4 pages).** The applicant must present in narrative format a description of:
 - Company/individual profile (supplemental material can be placed in the annex).
 - The organizational/individual capacity to conduct the scope of work (include 1-3 examples of English reports from similar studies as annex),
 - CVs of all proposed team members (placed in annex two pages for each).
 - The organization's/individual's previous experience with consumer surveys, migrant surveys, service mapping, regulatory review, learning papers, Most Significant Changes, Qualitative surveys with analysis; and
 - Contact information for references.
- **Technical proposal (10 pages).** The applicant should describe in the technical proposal their approach and methodology for the study which must specify the intended survey design, including sampling methodologies and preliminary sample size calculation. The proposal should indicate how the applicant intends to interview the selected population(s) and should outline ethical considerations including issues of consent/assent and plans for protection of human subjects (including provision for review by an institutional review board / ethical review board (IRB or ERB)). The narrative

should describe the consultant's plan for the questionnaire design and implementation; training for enumerators and supervisors; data collection and quality control; data entry; data analysis, data storage and security, most significant changes technique to reflect the impact of the activity, approach and how learning papers will be developed, dissemination plan and report writing. Electronic data collection using tablets or hand-held devices is required due to COVID restrictions. A detailed work plan including activities, timeframes, staffing, and resources should be included in the technical portion of the proposal.

- **Timeline (1 page):** Including illustrative chart of activities that charts out the Task, who to complete the task and the week it is to be completed.

Each bid must conform to the following requirements

1. Must agree to the general provisions outlined in Attachment A. Any variations must be requested in the bid submission and agreed to before a purchase order is issued.
2. Winrock International will not consider advance payment.
3. All bidders or their partners are required to be registered with the Government of Thailand and proof of Business Registration must be provided.
4. A bidder may withdraw or change a bid before the deadline to receive bids if written notice of the withdrawal or change is received by Winrock for submission of bids. Any changes may be made only by substitution of another bid.
5. Bids received after the time specified in the request for bid will not be considered.
6. Final Payment by Winrock will not be made until all deliverables of endline study approved by Winrock.
7. Winrock reserves its rights to reject and to cancel all or any part of this procurement if bidder fails to meet all or any part of the deliverables. The bidder must be able to demonstrate substantial experience in working on similar activities and to demonstrate past experience working with organizations similar to Winrock
8. The bidder must have excellent communication skills and methods and be able to communicate very clearly at every step of conducting the endline study, both providing information to the Winrock team as well as requesting, understanding and closely following guidance from the Winrock team.

Evaluation Criteria

Winrock will make the award to the bidder whose proposal provides the best value, considering both technical and cost factors. Technical and cost factors will be evaluated relative to each other, as described herein. The technical evaluation factors, taken as a whole, are of greater importance than cost or price in determining best value. Bidders should note that these criteria: (1) serve as the standard against which all proposals will be evaluated, and (2) serve to identify the significant

matters which bidders should address in their proposals. Each proposal will be evaluated on the criteria listed below and the criteria will be weighted according to the following allocations:

Criterion	Points
Technical Approach	
<ol style="list-style-type: none"> 1. The proposed methodology, approach, and implementation plan demonstrate it will achieve the requirements of the TOR (Surveys, MSCs Learning Paper, Data Quality Assurance etc.). 2. The proposal is clear and the sequence of activities and the planning logical, realistic and promises efficient implementation of the endline study. 3. Describes the activities to be implemented, how and by whom, and the proposed timelines for each major objective/deliverable described in the TOR. 4. Demonstrates knowledge in the geography and languages of the endline study site and has an appropriate plan in place to work in this context. 	30
Firm's experience	
<ol style="list-style-type: none"> 1. Previous experience in general population surveys, vulnerable and hidden population surveys, especially migrant surveys or trafficking in persons. 2. Previous experience with USAID-funded activity. 3. Previous experience on survivor and project participant expertise is accessed in evaluation of program/project. 4. Previous experience doing data collection with electronic devices. 5. Proven experience in preparing high quality research reports in English. 6. Able to maintain deadlines and confidentiality. 	20
Key Personnel	
<ol style="list-style-type: none"> 1. Previous experience in general population surveys, vulnerable and hidden population surveys, especially migrant surveys or trafficking in persons. 2. Previous experience with USAID-funded activity. 3. Lead consultant/team leader with a master's or higher degree in economics, social science, development studies, statistics, or other relevant backgrounds. 4. Demonstrated track record of leading the development and implementation of similar studies with excellent qualitative and quantitative techniques, Most Significant Changes Technique including documenting on paper and video. 5. Previous experience in ethical data collection methods and informed consent. 6. Previous experience in Collaborating, Learning, and Adapting (CLA) and developing high quality learning papers. 7. Previous experience of doing data collection with electronic devices is necessary. 8. Experience in data analysis using SPSS or Stata and data visualization using any of the tools i.e., Power BI, Tableau. 	25
Fees and Associate Cost	

1. Cost effectiveness of the proposed budget	25
2. A clear and concise budget narrative.	
Total points	100

The proposal submitted is the primary document upon which each bidder will be evaluated. Winrock reserves the right to waive any minor or technical defects or irregularities and reserves the right to reject any or all bids. The USAID Thailand CTIP MEL Specialist will manage the recruitment process and the finalization of the evaluation team with support from the USAID Thailand CTIP activity Chief of Party and Winrock Sr. Director MERL/MIS/ Gender.

We expect the study to take a maximum of four to five months starting from December 2021 considering the situation of COVID in Thailand. There is a possibility to have relaxation in Thailand during the proposed time for study but keeping the COVID situation in mind, the study duration is increased for two more months, which was two months initially.

Certification of Independent Price Determination

(a) The offeror certifies that—

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror, including but not limited to subsidiaries or other entities in which offeror has any ownership or other interests, or any competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror, including but not limited to subsidiaries or other entities in which offeror has any ownership or other interests, or any competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated or competitive solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern or individual to submit or not to submit an offer for the purpose of restricting competition or influencing the competitive environment.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

(1) Is the person in the offerors organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the principals of the offeror in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; (ii) As an authorized agent, does certify that the principals of the offeror have not participated, and will not participate, in any action contrary to subparagraphs

(a)(1) through (a)(3) above; and (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through

(a)(3) above.

(c) Offeror understands and agrees that –

(1) violation of this certification will result in immediate disqualification from this solicitation without recourse and may result in disqualification from future solicitations; and

(2) Discovery of any violation after award to the offeror will result in the termination of the award for default.

Attachment A: General Provisions

1. Independent Organization. Vendor shall be an independent organization and shall not claim to be an agent, officer, or employee of Winrock International and shall not have authority to make any commitments on behalf of Winrock International, except to the extent that such authority shall be expressly conferred by Winrock International in writing.
2. Winrock complies with all the laws wherever we work as well as our funders' requirements. We also have requirements for how we conduct ourselves in the workplace, set forth our [Code of Conduct](#).
3. Insurance. Vendor shall maintain comprehensive general liability and automobile liability insurance coverage to cover itself for all activities undertaken under this Purchase Order. Vendor is solely responsible for all applicable taxes, benefits, worker's compensation insurance or equivalent, health, all risk property insurance and a comprehensive general liability insurance with financially sound and reputable insurance companies, and other insurance as required under the applicable laws. Vendor must hold a valid work permit and ensure that it operates in compliance with applicable laws.
4. Publicity. No advertising or publicity having or containing any reference to Winrock International, or in which the name of Winrock International is mentioned, shall be used by Vendor without the written approval of Winrock International. Vendor shall not use Winrock International's logo or title block on any correspondence or written matter without the written approval of Winrock International.
5. Communication with the Funding Agency. All contact, communication and dealings with the Funding Agency and its agent and representatives by Vendor and any of its personnel, consultants, or Vendors, on matters subject to this Purchase Order shall be through or approved by Winrock International.
6. Terms of Payment. Subject to any superseding terms on the face hereof, Vendor shall invoice Winrock International at address and contact listed on Purchase Order and be paid upon completion/acceptance of the required supplies/services. Vendor shall be paid no later than thirty (30) days unless otherwise negotiated in terms and conditions of the Purchase Order after Winrock's receipt of an acceptable invoice or Winrock's receipt of the completed products/services, together with any required documents. Drafts will not be honored.
7. Compliance with Law. Vendor's performance of work hereunder and all products to be delivered hereunder shall be in accordance with any and all applicable executive orders, Federal, State, municipal, and local laws and ordinances, and rules, orders, requirements and regulations. Such Federal laws shall include, but not be limited to, the Fair Labor Standards Act of 1938 as amended. Unless otherwise agreed, governing law shall be that of the State of Arkansas.
8. Assignment Prohibited. Vendor may not assign or Subcontract any part of the activities described in the Purchase Order without the prior written consent of Winrock International. Where such prior written consent is given, it shall not relieve the Vendor of any of its responsibilities under this Purchase Order.
9. Indemnification. Vendor hereby agrees to indemnify, hold harmless, and defend each and every Winrock Indemnified Party from and against any and all Claims arising out of, relating to, or in connection with (i) any injuries (including death) to persons and for damage or loss to property

caused by, arising out of, or relating to Vendor performing the Contract Work or otherwise providing of any goods and/or services covered by this Purchase Order in whatever manner and by whomever the same may be caused; (ii) any wrongful act, omission, misconduct, or violation of Laws by Vendor or by any agent, servant, or employee of Vendor or any Vendor and any party retained by any Vendor; (iii) any negligent, wanton, willful, or intentional act or omission of or by Vendor, any Vendor, anyone directly or indirectly employed or retained by any of them, or anyone for whose acts any one of them may be liable under any Law; (iv) any breach of Warranty; and (v) any breach or violation by Vendor of, or default by Vendor with respect to, any other terms and conditions of this Purchase Order or Vendor's duties, obligations, and responsibilities under this Purchase Order. The indemnity provided in this Section is intended for the benefit of Winrock and each Winrock Indemnified Party. Vendor's indemnification obligations will in no way be limited by the limitation on amount or type of damages or by any compensation or benefits payable by or for Vendor or any Vendors, under any worker's compensation act, employer liability act, disability act, or other employee benefit act. The indemnification provided in this Section will survive the expiration or termination of this Purchase Order.

10. Title and Risk of Loss. Title to and risk of loss of, each product and/or service to be delivered/provided hereunder shall, unless otherwise provided herein, pass from Vendor to Winrock upon acceptance of such product/service by Winrock.
11. Stop Work Order. Winrock International may at any time, by written order to the Vendor require the Vendor to stop all, or any part, of the work called for under this purchase order for a period of 90 days after the order is delivered to the Vendor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Vendor, or within any extension of that period to which the parties shall have agreed, Winrock International will follow the guidelines as described below:
 - (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Termination clause of this contract.
 - (a) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the vendor shall resume work. Winrock International shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
 - (3) The stop-work order results in an increase in the time required for, or in the Vendor's cost properly allocable to, the performance of any part of this purchase order; and
 - (4) The Vendor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if Winrock International decides the facts justify the action, WI may receive and act upon the claim submitted at any time before final payment under this purchase order.
12. Debarment and Suspension. In accepting this Purchase Order, the Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any US Federal department or agency. Any change in the debarred or suspended status of the Vendor during the life to this Purchase Order must be reported immediately to Winrock. The Vendor agrees to incorporate the

Debarment and Suspension certification into any lower-tier award that they may enter into as part of this Purchase Order.

13. Termination. Winrock International shall have the option to terminate this Purchase Order in the event of termination of the Prime Purchase Order by the Funding Agency for whatever reasons. In the event of such termination, Vendor shall be entitled to receive all supporting funds as described herein for those expenditures justifiably incurred to the time of termination of this Purchase Order, including commitments which cannot be reversed or mitigated, to the extent that said funds are available to Winrock International under its Prime Purchase Order.

Either party shall have the option to terminate this Purchase Order if either party fails to perform its obligations under this Purchase Order and fails to cure any such default in performance within thirty (30) days unless otherwise noted in Purchase Order Terms & Conditions after written notification by the other party thereof. In the event termination is due to fault of Vendor, Winrock International may hold it liable of reimbursement for expenses incurred due to said fault and of any penalties, damages or interest which are incurred by Winrock International as a result of said fault; provided that Winrock International delivers adequate documentation to Vendor evidencing the expenses, penalties, damages, or interest which have been incurred. Any such expenses may be deducted from any sums due to Vendor, and Vendor shall promptly pay any deficiencies upon demand of Winrock International.

In the event of termination of this Purchase Order, Vendor shall, upon receipt of notification of termination, immediately take all steps required to minimize additional costs incurred during the termination of performance hereunder.

14. Applicable Law. This purchase order shall be enforced in accordance with the body of law applicable to procurement of goods and services by the Federal Government. To the extent that Federal law does not exist, the laws of Arkansas shall apply. By accepting this Purchase Order the Vendor agrees to waive any rights to invoke the jurisdiction of the local national courts where this contract is performed.
15. Drug Trafficking. Winrock reserve the right to terminate this purchase order to demand a refund or take other appropriate measures if the Vendor is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.
16. Disputes. Any disputes arising out of this Purchase Order or from a breach thereof shall be submitted to arbitration in Little Rock, Arkansas, and the judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The arbitration shall be held under the standard form of the applicable Rules of the American Arbitration Association. The law of Arkansas shall apply and the statutes of limitation thereunder apply to any arbitration as if it were an action in a court of competent jurisdiction.
17. Liens. Vendor agrees to deliver/provide the products/services which are the subject-matter of this order to Winrock free and clear of all liens, claims, and encumbrances.
18. Access to Accounting Records. Vendor agrees that Winrock International, the Funding Agency, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Vendor which are directly pertinent to the services provided hereunder, for the purpose of making audits, examinations, excerpts and transcriptions upon prior written request and during normal business hours.

19. Confidential Information. The Vendor may become privy to confidential information either provided by to the Vendor by Winrock International or discovered by the Vendor without the knowledge of Winrock International. The Vendor agrees to treat such information as confidential and to use such information only for the purposes of carrying out the scope of work under this Purchase Order. The Vendor further agrees that such information will not be disclosed to any third party without the prior written consent of Winrock International and return to Winrock International all original and copies of such information upon completion of this Purchase Order or whenever requested by Winrock International, whichever occurs first. No news release, public announcement, denial or confirmation of any part of the subject matter of this Purchase Order shall be made without the prior written consent of Winrock International. The restrictions of this article shall continue in effect upon completion or the parties may mutually agree upon termination of this Purchase Order for such period of time as in writing. In the absence of a written established period, no disclosure is authorized.
20. Intellectual Property. Unless otherwise provided for in the Primary Contract, if Vendor first conceives of, actually puts into practice, discovers, invents, or produces any intellectual property subject to patent or copyright exclusively in connection with Vendor's performance pursuant to the Purchase Order (the "Intellectual Property"), it shall report that finding to Winrock International. Vendor shall also assist Winrock International in obtaining governmental protection for rights in the intellectual property. Winrock International shall retain ownership of all patents and copyrights for intellectual properties created as the result of this Vendor Purchase Order, either in part or in whole. In the case of copyrighted materials created as a result of this Vendor Purchase Order, Winrock International shall grant to Vendor a nonexclusive, royalty-free right to use, publish, reproduce or distribute those materials for educational purposes.
21. Work Product Presumptive Property. All writings, books, articles, computer programs, databases, source and object codes, and other material of any nature whatsoever, including trademarks, trade names, and logos, that is subject to copyright protection and reduced to tangible form in whole or in part by Vendor in the course of Vendor's service to Winrock shall be considered a work made for hire, or otherwise Winrock property. During this Purchase Order and thereafter, Vendor agrees to take all actions and execute any documents that Winrock may consider necessary to obtain or maintain copyrights, whether during the application for copyright or during the conduct of an interference, infringement, litigation, or other matter (Winrock shall pay all related expenses). Vendor shall identify all materials in which Vendor intends to exempt from this provision prior to the use or development of such materials.
22. Affirmative Action. Unless this Purchase Order is exempted by rules, regulations or orders of the Secretary of Labor, Vendor agrees to comply with the provisions of paragraph 91) through (7) of Part 202 of Executive Order 11246, as amended; the affirmative action for handicapped worker's clause set forth in 41 CFR 60-741.5; and the affirmative action for disabled veterans and veterans of the Vietnam era clause set forth in 41 CFR 60-250.4, which are by reference incorporated herein.
23. Force Majeure. Vendor's failure to perform the terms and conditions of this Purchase Order, in whole or in part, shall not be deemed to be a breach or a default hereunder or give rights to any liability to Winrock International if such failure is attributable to any act of God, riot, public enemy, fire, explosion, flood, drought, war, sabotage, an action by governmental authorities or any other condition beyond the reasonable control.

24. **Rights in Data.** The Vendor understands and agrees that Winrock may itself and permit others, including government agencies of the United States and other foreign governments, to reproduce any provided publications and materials through but not limited to the publication, broadcast, translation, creation of other versions, quotations there from, and otherwise utilize this work and material based on this work. During the Purchase Order and thereafter, Vendor agrees to take all actions and execute any documents that Winrock may consider necessary to obtain or maintain copyrights, whether during the application for copyright or during the conduct of an interference, infringement, litigation, or other matter (all related expenses to be borne by Winrock). The Vendor shall identify all materials it intends to exempt from this provision prior to the use or development of such materials. The Vendor shall defend, indemnify, and hold harmless Winrock against all claims, suits, costs, damages, and expenses that Winrock may sustain by reason of any scandalous, libelous, or unlawful matter contained or alleged to be contained in the work, or any infringement or violation by the work of any copyright or property right; and until such claim or suit has been settled or withdrawn, Winrock may withhold any sums due the Vendor under this Purchase Order .
25. **United States Executive Order 13224 – Anti Terrorism.** The Vendor is reminded that U.S. Executive Orders and U.S. Law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Vendor to ensure compliance with these Executive Orders and laws. This provision must be included in all lower-tier awards. A list of individuals and organizational names that are the subject of this Executive Order can be found at the web site of the Office of Foreign Assets Control (OFAC) within the U.S. Department of Treasury. The address of this web site is <http://treasury.gov/ofac>.
26. **Computer Software Licenses.** Vendor agrees to specifically identify to Winrock International any and all computer software licenses ("including shrink-wrap") as may convey to the Winrock International. The Vendor agrees that any and all computer software developed in the performance of this order using Winrock International monies shall, unless otherwise agreed, become and remain the property of Winrock International.
27. **Anti-trafficking in Persons Directive.** Vendor acknowledges that WI International is opposed to human trafficking, prostitution, and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this Purchase Order may be used to engage in trafficking in persons or to promote, support, or advocate the legalization or practice of prostitution. Nothing in the preceding sentence shall be construed to preclude assistance designed to ameliorate the suffering of, or health risks to, victims while they are being trafficked or after they are out of the situation that resulted from such victims being trafficked.
28. **Conflict of Interest.** Vendor must establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others such as those with whom they have family, business, or other ties. Each Subcontracting institution receiving funds must have written policy guidelines on conflict of interest and avoidance thereof. These guidelines should reflect country and local laws and must cover conflict of interest situations regarding financial interests, gifts, gratuities and favors, nepotism, and other areas such as political participation and bribery. Winrock International must be informed of any conflict of interest or appearance of conflict of interest by the recipient. If organizational or management systems cannot be structured to neutralize such conflict, Winrock International may choose to terminate the relationship with the Vendor.

29. No Improper Payments: Vendor agrees and represents that, in connection with its performance hereunder, it has not and will not make any payments or gifts or any offers or promises of payment or gifts of any kind, directly or indirectly, to any official of any government, government agent, government instrumentality or to any political candidate. This Purchase Order will become null and void if the recipient organization makes any such offer, promise, payment or gift in connection with performance of this Purchase Order.
30. Compliance with the US Foreign Corrupt Practices Act: Vendor shall comply with all laws and regulations in the jurisdictions where it is performing under this Purchase Order. Vendor is familiar with applicable anti-corruption, anti-bribery, anti-kickback, laws and regulations and will not undertake any actions that may violate these laws and regulations. Vendor is familiar with the U.S. Foreign Corrupt Practices Act (the "FCPA"), its prohibitions and purposes, and will not undertake any actions that may violate the FCPA.
31. Insurance & Work on Winrock's or Winrock's Client Premises. When Vendor performs work on Winrock's premises during the performance of this order, the Vendor agrees to maintain General Liability Insurance in the amount of at least \$500,000 per claim/occurrence unless otherwise noted in the Purchase Order Terms & Conditions and such other insurance as may be required in writing by the Winrock Client. Vendor, however, shall maintain adequate insurance coverage against claims arising from injuries sustained by Vendor on Winrock's facilities and agrees to be liable for all damages & claims arising against Winrock for which the Vendor is responsible.
32. Severability. If any provision or any portion of a provision of this Purchase Order shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable legal requirements or court order, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or portion of the provision hereunder, which shall remain in full force and effect as if the unenforceable provision or portion were deleted.
33. Laws and regulations within the General Provisions apply to all purchase orders. Special provisions that apply to a specific purchase order activity can be found in the Terms and Conditions section of this Purchase Order. It is the responsibility of the vendor to read and accept the terms and conditions included in the purchase order.
34. Liquidated Damages. If the Vendor fails to deliver the supplies or perform the services within the time specified in this Purchase Order, Winrock may require that Vendor pay, in place of actual damages, liquidated damages in the amount of one percent (1%) unless noted in the Purchase Order Terms & Conditions of the Purchase Order value for each day of delay. If Winrock terminates this Purchase Order in whole or in part for default, as provided under section 11 above, Vendor is liable for liquidated damages accruing until such time that Winrock reasonably obtains delivery or performance from another Vendor. These liquidated damages shall be in addition to any excess costs for re-purchase. Vendor will not be charged with liquidated damages when delay of delivery or performance is beyond the control and without the fault or negligence of the Vendor.
35. U.S. Export Control Laws. Vendor shall at all times comply fully with all United States export control laws and regulations as they apply to any goods, software, or information, or the direct product of such information, provided under this Purchase Order. Vendor shall not at any time sell, deliver, or divert any goods other than in strict compliance with all applicable U.S. export control laws and regulations.
36. Waiver. A waiver of a breach of any provision of this Purchase Order shall not constitute a waiver of any subsequent breach of that provision or a breach of any other provision of this Purchase

Order. The failure of Winrock to enforce at any time or from time to time any provision of this Purchase Order shall not be construed as a waiver of any of Winrock's rights or the Vendor's duties.

37. **Clauses Incorporated By Reference.** Work performed under this Purchase Order is pursuant to a contract or grant from the U.S. Government, or other funding sources, and all relevant flow-down clauses from the contract or grant shall be deemed to be incorporated in this Purchase Order : (a) in such manner as to make the Vendor subject to those clauses, as applicable; and (b) to the extent necessary to enable Winrock International to perform its obligations under the contract or grant and to enable the funding source to enforce its rights hereunder. This Purchase Order incorporates the following FAR, and agency regulations (AIDAR) as applicable. To the fullest extent that these clauses flow-down or apply to the Vendor, they are incorporated herein by reference with the same force and effect as if they were given in full text. Where appropriate and applicable under these clauses, reference to the "Government" shall be interpreted to mean "Winrock International" and "Vendor" to mean "Vendor."
38. **Entire Purchase Order.** The Purchase Order document and all attachments incorporated therein represents and constitutes the entire Purchase Order between parties and shall not be explained, modified, or contradicted by any prior or contemporaneous negotiations, representations, or Purchase Orders, either written or oral. Only a written instrument signed by each party may amend this Purchase Order.